

Almondz Global Securities Ltd.

Ref: agsl/corres/Bse/Nse/19-20/0059

January 10, 2020

The General Manager
(Listing & Corporate Relations)
Bombay Stock Exchange Ltd.
Phiroze Jeejeebhoy Towers,
Dalal Street,

The Listing Department
National Stock Exchange of India Ltd.
Exchange Plaza, Plot No. C/1, G Block,
Bandra Kurla Complex,

Sub.: Submission of Scheme of Amalgamation of Wholly owned Subsidiary Company namely Almondz Global Infra-Consultant Limited with Almondz Global Securities Limited under Regulation 37(6) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Dear Sir,

This has reference to our letter dated December 11, 2019, wherein we have informed that the Board of Directors of the Company has approved the Scheme of Amalgamation of Wholly owned Subsidiary Company namely Almondz Global Infra –Consultant Limited (Transferor Company) with Almondz Global Securities Limited (Transferee Company), under Section 230-232 and other relevant provisions of the Companies Act, 2013 read with rules made thereunder, subject to the requisite statutory and regulatory approvals.

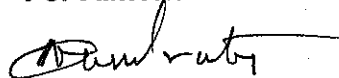
Pursuant to Regulation 37(6) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, read with SEBI Notification No. SEBI/LAD/NROGN/2016-17/029 dated February 15, 2017 and in terms of SEBI Circulars No. CFD/DIL3/CIR/2017/21 dated March 10, 2017, we are pleased to enclose herewith a copy of the aforesaid Scheme of Amalgamation along with extracts of the Resolution, passed by the Board of Directors of the Company.

This is for your information and records please.

Thanking you,

Yours Faithfully,

For Almondz Global Securities Limited



**Ajay Pratap
Company Secretary &
Vice President Corporate Affairs**



Encl:a/a

SEBI Merchant Banking Registration No. INM00000834

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**SCHEME OF ARRANGEMENT FOR AMALGAMATION
AMONG**

**ALMONDZ GLOBAL INFRA-CONSULTANT LIMITED
(TRANSFEROR COMPANY)**

AND

**ALMONDZ GLOBAL SECURITIES LIMITED
(TRANSFeree COMPANY)**

AND

**THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS
(UNDER SECTIONS 230 TO 232 OF THE COMPANY ACT, 2013)**



PARTS OF THE SCHEME:

This Scheme of Arrangement is divided into following parts:

1. PART A:

This Part of the Scheme deals with General Provisions used in this Scheme including Definitions and Capital Structure of the Company along with Objects and Rationale of the Scheme.

2. PART B:

This part of the scheme deals with the transfer and vesting of the Almondz Global Infra-Consultant Limited (Transferor Company), to Almondz Global Securities Limited (Transferee Company).

3. PART C:

This part of Scheme contains Reorganization of Share Capital and the Accounting Methodology adopted for the Amalgamation.

4. PART D :

This part of the Scheme deals with General Terms and Conditions as applicable to this Scheme of Arrangement.



**SCHEME OF ARRANGEMENT FOR AMALGAMATION
AMONG**

**ALMONDZ GLOBAL SECURITIES LIMITED
(TRANSFEEE COMPANY)**

AND

**ALMONDZ GLOBAL INFRA-CONSULTANT LIMITED
(TRANSFEROR COMPANY)**

THEIR SHAREHOLDERS AND CREDITORS

PREAMBLE

A. An overview of the Scheme of Arrangement

- This Scheme of Arrangement is presented under the provisions of Section 230 -232 of the Company Act, 2013 (as defined hereinafter) and other relevant provisions of the Company Act, 2013 as may be applicable and applicable Rules of Company (Compromises, Arrangements Amalgamations) Rules, 2016 (as defined hereinafter).
- In Part B of the Scheme, Almondz Global Infra-Consultant Limited, (Hereinafter referred as 'Transferor Company'), shall be amalgamated with Almondz Global Securities Limited (Transferee Company). Accordingly, all the assets and liabilities of the Transferor Company shall be transferred and vested with Transferee Company on a going concern basis. The entire share capital of the Transferor Company is held by the Transferee Company directly. Therefore, the Transferee Company shall not be required to issue any shares or pay any consideration to the Transferor Company or to their shareholders.
- In addition, this Scheme of Arrangement also provides for various others matter consequential or otherwise integrally connected herewith.

B. Background and Description of Company

1. 'Almondz Global Securities Limited' or 'AGSL' or 'Transferee Company' bearing CIN L74899DL1994PLC059839 is a widely held listed company incorporated on 28th June, 1994 in accordance with the provisions of the



Company Act, 1956. The registered office of the Transferee Company is situated at 2nd Floor, 3, Scindia House, Janpath, Delhi-110001.

The Company is a widely held listed company having its equity shares listed at 'BSE Limited'(BSE) and National Stock Exchange of India Limited (NSE). Almondz Global Securities Limited is the flagship company of the Almondz group and had been one of the leading liquidity providers to the equity and derivative markets in India. The Company is engaged in the business of providing various financial services, consultancy services including Infrastructure Advisory Services.

2. **'Almondz Global Infra-Consultant Limited or 'AGICL' or 'Transferor Company'** bearing CIN U74140DL2013PLC262069 is an unlisted public company incorporated on 12th December, 2013 in accordance with the provisions of the Company Act, 1956. The registered office of the Transferor Company is situated at F-33/3, Okhla Industrial Area, Phase-II, New Delhi-110020.

The Transferor Company is a wholly owned subsidiary of Transferee Company. It is engaged in the business of to provide professional advice and consultancy services in the field of Infrastructure advisory/ Consultancy etc.

C. Rationale for the Scheme of Arrangement

- Almondz Global Securities Limited, the flagship company of the Almondz Group had been one of the leading liquidity providers to the equity and derivative markets in India. The Company integrates risk-free trading and technology aimed at value creation. The Company is also engaged in providing various financial services, consultancy services including Infrastructure Advisory Services. However, many of the group Company in their individual capacities is engaged in more than one such activity. Such multiple activities bring about inefficiency in operations, lack of desired focus of each business and cause unjustified expenses. Hence, to consolidate the business at one place the management of the group has decided to amalgamate the wholly owned subsidiary i.e. Almondz Global Infra-Consultant Limited (Transferor Company), with Almondz Global Securities Limited (Transferee Company).
- Infrastructure sector is a key driver for the Indian economy. The sector is highly responsible for propelling India's overall development and enjoys intense focus from Government for initiating policies that would ensure time-



bound creation of world class infrastructure in the country. Infrastructure sector includes power, bridges, dams, roads and urban infrastructure development.

- The business (other than infrastructure advisory) of AGSL like broking activities have now become more Tech-Based business and only those Companies are successful at present or will be in future who have adequate technical infrastructure. Emerging technologies have reshaped the financial services industry through innovative means to cater to evolving customer expectations of personalization and convenience. Over the last five years, the Indian FinTech market has scaled new heights, both in terms of funding received and the increasing consumer adoption of FinTech solutions. The next five years hold immense potential for both FinTechs and incumbents to revolutionise the Financial Sector landscape and uplift India's economy by driving the consumption story. However, success in this digital economy would be dictated by an organisation's capacity to innovate, along with its ability to manage partnerships and orchestrate ecosystems across both Financial Sector and non-Financial Sector players to provide financial solutions at the point of consumption. Ultimately, this would boil down to how effectively organisations can build digital leadership and business agility to drive the organisational change and the cultural mindset shift required for embracing innovation and new ways of working.
- Investment in technology for financial services requires huge funds as compared to investment in the Infrastructure Advisory. Moreover, the breakeven of such investment is not less than 3-4 years. Hence the further investment in infra is advisable and suitable.
- Almondz Global Securities Limited a Listed Company hitherto plans to focus on the Infrastructure Advisory Services. The Company sees huge growth potential in the Infrastructure Advisory business in future.
- There is tremendous growth in the business of Infrastructure Advisory business, both on Standalone as well as on consolidated basis. 64% of the revenue on consolidated basis can be earned from the date of merger itself which can scaled up to 90% of the total revenue of the Company.
- After the merger, the consolidated infrastructure business segment will get a huge platform as a listed entity and would venture into other infra advisory activities other than, road, port, railways etc. It can also tap the overseas business and will get more recognition as a listed entity.
- AGSL has its own independent professional infrastructure with independent professional Board of Directors, compliance with good corporate governance and adherence to the applicable laws. Merger of AGICL into AGSL will enable the AGICL to use its established infrastructure and also to align its business in



line of good corporate governance practices besides adherence to the applicable laws.

- The banking facilities available to AGICL is based on the backup of the Corporate Guarantee of the parent Company AGSL. Therefore, there will not be any hurdle from the Bank point of view in granting the same facilities for infra business in the parent Company after merger.
 - The Parent Company AGSL is already into similar infra business and therefore there will not be and regulatory hurdle in merging AGICL with AGSL. After the merger, if required, the name of the AGSL shall be changed suitably to match with the object of the Company.
 - The government is also focusing on the Infrastructure development. The merger will strengthen our capabilities to put a mark on this segment of infrastructure advisory market.
 - It is believed that the proposed amalgamation will enhance value for shareholders as there would be absolute clarity to the Investors in the business profile of the Transferee Company;
 - The proposed reconstruction will add better value to the business and create fresh opportunities as under :
 - Also, the amalgamation will lead to greater integration and greater financial strength and flexibility for the amalgamated entity, which would result in maximizing overall shareholder value, will improve the competitive position of the combined entity and will lead to greater and optimal utilization of resources.
 - Thus, as a whole this arrangement will be beneficial for the Transferor and Transferee Company, their shareholders, their creditors, employees, customers and all other concerned.
- D. The scheme of Arrangement has been drawn up to comply with the conditions relating to "Amalgamation" as specified 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 said provisions 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 other parts of the Scheme.



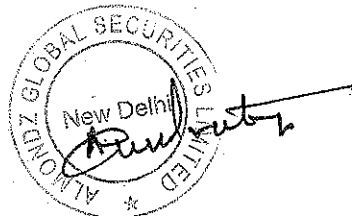
PART A

1. DEFINITIONS:

In this Scheme, unless repugnant to the subject or context or meaning thereof, the following expressions shall have the meanings as set out herein below:

- 1.1. **'Act'**: means the Company Act, 2013, and will include any statutory modifications, re-enactments or amendments thereof.
- 1.2. **"Applicable Law(s)"** means (a) all the applicable statutes, notification, enactments, act of legislature, listing regulations, bye-laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinance, orders or other instructions having force of law enacted or issued by any Appropriate Authority including any statutory modifications or re-enactment thereof for the time being in force (b) administrative interpretations, writs, injunctions, directions, directives, judgments, arbitral awards, decree, orders, or governmental approvals of, or agreement with, any relevant authority, as may be in force from time to time;
- 1.3. **'Appointed Date'**: means 1st day of April, 2020 being the date with effect from which the Scheme shall be applicable or such other date as may be approved by the National Company Law Tribunal (NCLT) or by such other authority having jurisdiction over the Transferee Company/ Transferor Company.
- 1.4. **'Board' or 'Board of Directors'** shall mean Board of Directors of **AGICL and AGSL (as defined under description and capital structure of Company)**, as the case may be, and 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 of directors, for the purpose of Scheme.
- 1.5. **BSE** shall mean **Bombay Stock Exchange Limited**.
- 1.6. **'Effective Date'**: means the date on which certified copy of the order of the Hon'ble National Company Law Tribunal of relevant jurisdiction under Sections 230 and 232 of the Act sanctioning the Scheme is filed with the Registrar of Company after obtaining the sanctions, orders or approvals.

References in this Scheme to the date of "Upon the Scheme becoming effective" or "effectiveness of this Scheme" shall mean the Effective Date.
- 1.7. **'Listing Regulations'**: means SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and includes any amendments, modification or any enactment thereof.



- 1.8. **'NCLT'**: means the Hon'ble National Company Law Tribunal, New Delhi Bench at Delhi, or any other appropriate forum or authority empowered to approve the Scheme as per the law for the time being in force.
- 1.9. **'NSE'** shall mean **'National Stock Exchange of India Limited'**.
- 1.10. **'Registrar of Company' or 'RoC'**: means the Registrar of Company of NCT of Delhi and Haryana, New Delhi.
- 1.11. **'Scheme'** means this Scheme of Arrangement, as set out herein and approved by the Board of Directors of AGICL and AGSL subject to such modifications as the NCLT may impose or the Transferor Company may prefer and the NCLT may approve. All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning prescribed 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.
- 1.12. **'SEBI Circular'** means Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017 issued by Securities and Exchange Board of India (SEBI).
- 1.13. **'SEBI Notification'** means SEBI Notification no. SEBI/LAD/NRO/GN/2016-17/029 dated 15th February, 2017.
- 1.14. **'Stock Exchanges'** shall mean BSE Limited (BSE) and the National Stock Exchange of India Limited (NSE), where equity shares of Almondz Global Securities Limited are currently listed.
- 1.15. **'Transferee Company' or 'AGSL'** shall mean **Almondz Global Securities Limited**.
- 1.16. **'Transferor Company or 'AGICL'** shall mean **Almondz Global Infra-Consultant Limited**.

2. DATE OF EFFECT AND OPERATIVE DATE:

The Scheme set out herein in its present form or with modification (s), if any, the scheme shall be effective from the Appointed Date but shall come into operation from the Effective Date.

3. CAPITAL STRUCTURE :

The Capital Structure of AGSL and AGICL as on the 31st March, 2019 are as follows:

3.1. ALMONDZ GLOBAL SECURITIES LIMITED (TRANSFEREE COMPANY)



Particulars	Amount (Rs.)
Authorized Capital: 5,00,00,000 Equity Shares of Re. 6/- each	30,00,00,000.00
Issued, Subscribed and Paid up Capital: 2,58,84,967 Equity Shares of Re.6/- each	15,53,09,802.00

There is no change in the Capital Structure of Almondz Global Securities Limited (Transferee Company) after 31st March 2019.

3.2. **ALMONDZ GLOBAL INFRA-CONSULTANT LIMITED (TRANSFEROR COMPANY)**

Particulars	Amount (Rs.)
Authorized Capital: 50,00,000 Equity Shares of Rs.10/- each	5,00,00,000.00
Issued, Subscribed and Paid up Capital: 49,90,000 Equity Shares of Rs.10/- each	4,99,00,000.00

There is no change in the Capital Structure of Almondz Global Infra-Consultant Limited (Transferor Company) after 31st March 2019.



PART B

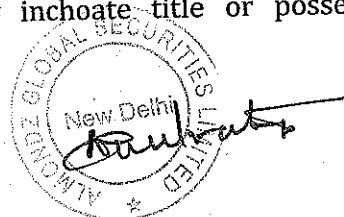
TRANSFER & VESTING OF TRANSFEROR COMPANY

1. With effect from the Appointed Date and upon the Scheme becoming effective, the entire business and the whole of the undertaking(s), properties and liabilities of Transferor Company shall, in terms of Section 230 and 232 and applicable provisions, if any, of the Company Act, 2013 and pursuant to the orders of the NCLT or any other appropriate authority or forum, if any, sanctioning the Scheme, without any further act, instrument, deed, matter or thing, stand transferred and vested in and/ or deemed to be transferred to and vested in Transferee Company as a going concern so as to become, as and from the Appointed Date, the undertaking(s), properties and liabilities of Transferee Company by virtue of and in the manner provided in this Scheme.

2. TRANSFER OF ASSETS

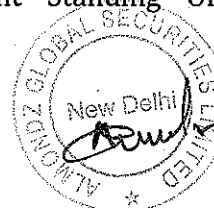
Upon the sanction of the Scheme by the NCLT, and without prejudice to the generality of the preceding clause, upon the coming into effect of the Scheme and with effect from the Appointed Date:

2.1. All immovable properties, assets and rights in the immovable properties of the Transferor Company, whether freehold or leasehold or converted or otherwise and in terms of such permitted usage as mentioned therein and all documents of title, rights and easements in relation thereto shall pursuant to the provisions of Sections 230 to 232 of the Company Act, 2013 and pursuant to the orders of the NCLT or any other appropriate authority sanctioning the Scheme and without any further act or deed shall stand transferred to and vested in and/or deemed to be transferred to and vested in the Transferee Company, as a going concern, subject to all the encumbrances, fixed and/or floating charges and/or rights given to the lenders of the other divisions of Transferor Company, if any, affecting the same or any part hereof and arising out of liabilities which shall also stand transferred to the Transferee Company. The Transferee Company shall be entitled to and exercise all rights and privileges attached thereto and shall be liable to pay ground rent, taxes and to fulfill obligations in relation to or applicable to such immovable properties. The Transferee Company shall under the provision of Scheme be deemed to be authorized to execute such instruments, deeds and writing on behalf of the Transferor Company to implement or carry out all such formalities or compliances to give effect to the provisions of this Scheme. The mutation of the title to the immovable properties shall be made and duly recorded by the appropriate authorities pursuant to the sanction of the Scheme and upon the Scheme becoming effective, in accordance with the terms hereof, in favour of the Transferee Company. Any inchoate title or possessory title of the



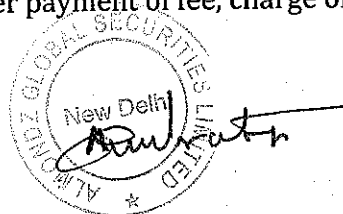
Transferor Company shall be deemed to be the title of the Transferee Company.

- 2.2. In respect of all the movable assets of the Transferor Company and the assets which are otherwise capable of transfer by physical delivery or endorsement and delivery, including, but not limited to, stock of goods, raw materials available in the market/ depots/ Godown/ factories, sundry debtors, plants and equipment's, temporary structure, sheds which can be dismantled and transferred by delivery, outstanding loans and advances, insurance claims, advance tax, Minimum Alternate Tax (MAT), set-off rights, pre-paid taxes, levies/liabilities, CENVAT/VAT credits or refunds, if any, recoverable in cash or in kind or for value to be received, bank balances, earnest money and deposits, if any, with Government, Semi-Government, quasi - government or other authority or body or with any company or local and other persons or any other assets otherwise capable of transfer by physical delivery would get transferred by physical delivery only and all others assets would get transferred by endorsement and delivery by vesting and recordable pursuant to this Scheme, shall stand vested in Transferee Company, and shall become the assets and an integral part of Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.
- 2.3. Without prejudice to the generality of the foregoing, upon the coming into effect of this Scheme on the Appointed Date, all consents, permissions, licenses, approvals, certificates, clearances and authorities including the licenses required for production and distribution of products of the Transferor Company in India and overseas market, and any other licenses, given by, issued to or executed in favour of the Transferor Company in relation to the business as on the Appointed Date, shall stand transferred to the Transferee Company as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the rights and benefits under the same shall be available to the Transferee Company. Any registration fees, charges, etc. paid by the Transferor Company in relation to the aforementioned consents, permissions, licenses, approvals, certificates, clearances and authorities, shall deemed to have been paid by the Transferee Company.
- 2.4. Without prejudice to the generality of the foregoing, upon the coming into effect of the Scheme on the Appointed Date, all consents, permissions, licenses, approvals, certificates, clearances and authorities in respect to or under the provision(s) of the Factories Act, Industrial Disputes Act, Industries (Development and Regulation) Act, Essential Commodities Act, Boiler Act, Weight & Measurement Act, Import and Export Licenses including exemptions from Anti-Dumping Duties on exports and imports, Trademarks, ISO and BIS certifications, Payment of Wages Act, Payment of Gratuity Act, Payment of Bonus Act, Industrial Employment Standing Orders Act, Employment



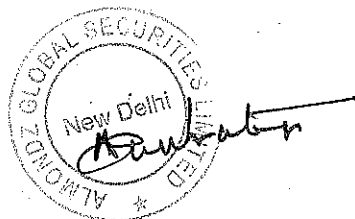
Exchange Act, State Labour Welfare Fund Act, Motor Vehicle Act, Environment Protection Act & Pollution Control Act, Electricity Act, State Tax on Professions, Trades, Ceiling and Employment Act, Food Safety and Standard Act of the respective states, originally given by, issued to or executed in favour of the Transferor Company in relation to the business as on the Appointed Date shall stand transferred or deemed amended in favour of the Transferee Company as if the same were originally given by, issued or executed in favour of the Transferee Company, and the rights and benefits under the same shall be available to the Transferee Company.

- 2.5. All the statutory licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status, no objection certificates and other benefits viz. Telephone Connections, Gas Connections, etc and all other tangible or intangible privileges enjoyed or conferred upon or held or availed of by the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether before or after the Appointed Date, shall, under the provisions of Sections 230 to 232 of the Company Act, 2013 and all other applicable provisions, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vested in or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become, as and from the Appointed Date licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits viz. Telephone Connections, Gas Connections, etc and all other tangible or intangible privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions. All brands, copyrights, trademarks, statutory licenses, or consents to carry on the operations and business of Transferor Company shall stand vested in or transferred to Transferee Company without any further act or deed and shall be appropriately mutated by the Statutory Authorities concerned in favour of the Transferee Company. The benefit of all brands, copyrights, trademarks, statutory and regulatory permissions, environmental approvals and consents, sales tax registrations, excise registrations, service tax registrations, Goods and Service Tax (GST) Registration or other licenses and consents shall vest in and become available to the Transferee Company.
- 2.6. All motor vehicles of any description whatsoever, shall stand transferred to and be vested in the name of the Transferee Company, and the appropriate Governmental and Registration Authorities shall substitute the name of Transferee Company in place of Transferor Company, without any further instrument, deed or act or any further payment of fee, charge or securities.

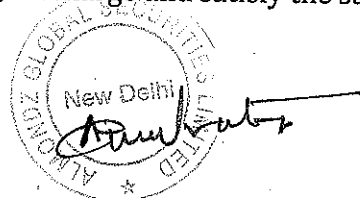


3. TRANSFER OF LIABILITIES

- 3.1. Upon the coming into effect of this Scheme and with effect from the Appointed Date, all liabilities of Transferor Company including all secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations and undertakings of the Transferor Company of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised for its business activities and operations (herein referred to as the "Liabilities"), shall, pursuant to the sanction of this Scheme by the NCLT and under the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Company Act, 2013, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, along with any charge, encumbrance, lien or security thereon, and the same shall be assumed by the Transferee Company to the extent they are outstanding on the Effective Date so as to become as and from the Appointed Date the liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company, and the Transferee Company shall meet, discharge and satisfy the same and further 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 Liabilities have arisen in order to give effect to the provisions of this Clause.
- 3.2. All amounts due to Government of India and other authorities and all Bank related liabilities of the Transferor Company and comprising principle outstanding against loans, term loans, cash credit facilities, guarantees, non - fund based limits, buyers credit, etc and including all interest, charges, fee, penal/ compound interest etc. on such outstanding as on Appointed Date, will become the liabilities of Transferee Company and shall be at same footing as the liabilities towards the Banks of Transferee Company.
- 3.3. The transfer and vesting of the entire business and undertaking of Transferor Company as aforesaid, shall be subject to the existing securities, charges and mortgages, if any, subsisting, over or in respect of the property and assets or any part thereof of Transferor Company, as the case may be.
Provided that the securities, charges and mortgages (if any subsisting) over and in respect of the part thereof, of Transferee Company shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of Transferor Company vested in Transferee Company pursuant to the Scheme.



- 3.4. Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by Transferor Company which shall vest in Transferee Company by virtue of the amalgamation of Transferor Company with Transferee Company and Transferee Company shall not be obliged to create any further or additional security there for after the amalgamation has become operative.
- 3.5. All other debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date, whether or not provided in the books of the Transferor Company, and all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Transferor Company on or after the Appointed Date till the Effective Date, shall be deemed to be and shall become the debts, loans raised, duties, liabilities and obligations incurred by the Transferee Company by virtue of this Scheme.
- 3.6. Where any such debts, loans raised, liabilities, duties and obligations (including contingent liabilities) of the Transferor Company as on the Appointed Date have been discharged or satisfied by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge or satisfaction shall be deemed to be for and on account of the Transferee Company.
- 3.7. Loans or other obligations, if any, due between Transferee Company and Transferor Company shall stand discharged and there shall be no liability in that behalf. In so far as any securities, debentures or notes issued by Transferor Company and held by Transferee Company and vice versa are concerned, the same shall, unless sold or transferred by holder of such securities, at any time prior to the Effective Date, stand cancelled and shall have no further effect.
- 3.8. All loans raised and utilised and all liabilities, duties and obligations incurred or undertaken by the Transferor Company in the ordinary course of its business after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme and under the provisions of Sections 230 to 232 of the Company Act, 2013, without any further act, instrument or deed, be and stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company and shall become the loans and liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.



4. LEGAL PROCEEDINGS

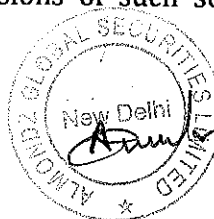
- 4.1. With effect from the Appointed Date and upon the Scheme becoming effective, Transferee Company shall bear the burden and the benefits of any legal or other proceedings including direct and indirect tax assessments, if any, initiated by or against Transferor Company.

Provided however, all legal, administrative and other proceedings of whatsoever nature by or against Transferor Company pending in any court or before any authority, judicial, quasi judicial or administrative, Tribunals, Appellate Tribunals, any adjudicating authority and/or arising after the Appointed Date and relating to Transferor Company or its respective properties, assets, liabilities, duties and obligations shall be continued and/or enforced until the Effective Date by or against Transferor Company; and from the Effective Date, 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.

- 4.2. If any suit, appeal or other proceedings of whatever nature by or against Transferor Company be pending, the same shall not abate, be discontinued or be in any way be prejudicially affected by reason of the transfer of the Transferor Company business and undertakings or of anything contained in this scheme but the proceedings may be continued, prosecuted and enforced by or against 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 Transferor Company as if this Scheme had not been made.

5. STAFF, WORKMEN AND EMPLOYEES

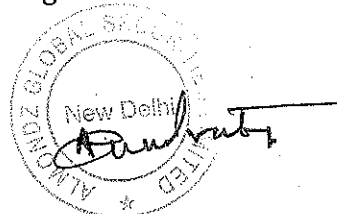
With effect from the Appointed Date and upon the scheme becoming effective, all persons that were employed by Transferor Company immediately before such date shall become employees of Transferee Company with the benefit of continuity of service on same terms and conditions as were applicable to such employees of Transferor Company immediately prior to such transfer and without any break or interruption of service. Transferee Company undertakes to continue to abide by agreement/settlement, if any, entered into by Transferor Company with any union/employee thereof. With regard to Provident Fund, Gratuity Fund, Superannuation fund or any other special fund or obligation created or existing for the benefit of such employees of Transferor Company upon occurrence of the Effective Date, Transferee Company shall stand substituted for Transferor Company, for all purposes whatsoever relating to the obligation to make contributions to the said funds in accordance with the provisions of such schemes or funds in the



respective trust deeds or other documents. The existing Provident Fund, Gratuity Fund and Superannuation Fund or obligations, if any, created by Transferor Company for its employees shall be continued for the benefit of such employees on the same terms and conditions. With effect from the Effective Date, Transferee Company will make the necessary contributions for such transferred employees of Transferor Company and deposit the same in Provident Fund, Gratuity Fund or Superannuation Fund or obligations, where applicable. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of Transferor Company in relation to such schemes or funds shall become those of Transferee Company.

6. CONTRACTS, DEEDS, ETC

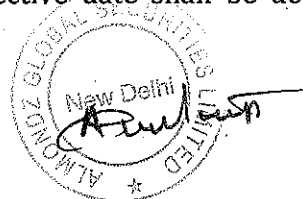
- 6.1. Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature whether pertaining to immovable properties or otherwise to which the Transferor Company is a party or to the benefit of which Transferor Company may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favor of, as the case may be, Transferee Company and may be enforced as fully and effectually as if, instead of Transferor Company, Transferee Company had been a party or beneficiary or obligee thereto or there under.
- 6.2. For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, power of attorney given by, issued to or executed in favour of Transferor Company shall stand transferred to Transferee Company, as if the same were originally given by, issued to or executed in favour of Transferee Company, and Transferee Company shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to Transferee Company. The Transferee Company shall make applications and do all such acts or things which may be necessary to obtain relevant approvals from the concerned Governmental Authorities as may be necessary in this behalf.
- 6.3. It is herein clarified that, the Transferee Company will, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangements in relation to Transferor Company to which Transferor Company are parties, in order to give formal effect to the above provisions. Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of Transferor Company



and to carry out or perform all such formalities or compliances referred to above on part of Transferor Company.

7. TAXES AND OTHER MATTERS

- 7.1. All taxes (including, without limitation, income tax, wealth tax, entry tax, sales tax, excise duty, custom duty, service tax/ Goods and Service Tax, VAT, etc. referred as "Tax laws") paid or payable by the Transferor Company in respect of the operations, assets and / or the profits of the Transferor Company before the Appointed Date, shall be on account of the Transferor Company and, insofar as it relates to the tax payments (including, without limitation, Income Tax, Minimum Alternate Tax (MAT), Dividend Distribution Tax, Wealth Tax, Sales Tax, Excise Duty, Custom Duty, Service Tax, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the Transferor Company with effect from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and, shall in all proceedings, be dealt with accordingly.
- 7.2. Any refund under the Tax Laws due to the Transferor Company consequent to the assessment made on Transferor Company 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. The Transferee Company is expressly permitted to revise and expressly permitted to file income tax returns, sales tax/ value added tax returns, excise duty, service tax returns and other tax returns, and to claim refunds/ credits pursuant to the provisions of this Scheme. The Transferee Company shall be entitled to such tax benefits including but not limited to MAT paid under section 115JA/ 115JB of the Income Tax Act, 1961 and the right to claim credit therefore in accordance with the provisions of Section 115JAA of the Income Tax Act, 1961 including the benefit of brought forward losses or depreciation as admissible under the provisions of the Income Tax Act, 1961 including under section 72A to the extent applicable of the Transferor Company from taxable profits of the Transferee Company with effect from the Appointed Date. The Transferee Company shall continue to enjoy the tax benefits/ concessions provided to the Transferor Company through Notifications/ Circulars issued by the concerned authorities.
- 7.3. All taxes of any nature, duties, cesses or any other like payment or deductions made by Transferor Company to any statutory authorities such as Income Tax, Sales tax, VAT, service tax / Goods and Service Tax etc. or any tax deduction / collection at source, tax credits under Tax laws, relating to the period after the Appointed Date up to the Effective 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 Transferee Company upon the passing of the orders on this Scheme by the NCLT upon relevant proof and documents being provided to the said authorities.

- 7.4. The income tax, if any, paid by Transferor Company on or after the Appointed Date, in respect of income assessable from that date, shall be deemed to have been paid by or for the benefit of Transferee Company. Further, Transferee Company shall, after the Effective Date, be entitled to revise the relevant returns, if any, filed by Transferor Company for any year, if so necessitated or consequent to this Scheme notwithstanding that the time prescribed for such revision may have elapsed.
- 7.5. From the Effective Date and till such time as the name of the Transferee Company would get entered as the account holder in respect of all the bank accounts and demat accounts of Transferor Company in the relevant bank's/DP's books and records, the Transferor Company shall be entitled to operate the bank/demat accounts of Transferee Company in the existing names.
- 7.6. Since each of the permissions, approvals, consents, sanctions, remissions, special reservations, incentives, concessions and other authorizations of Transferor Company shall stand transferred by the order of the NCLT to Transferee Company, Transferee Company shall file the relevant intimations, for the record of the statutory authorities who shall take them on file, pursuant to the vesting orders of the sanctioning NCLT.

8. Conduct of Business

With effect from the Appointed Date and till the Scheme come into effect:

- 8.1. Transferor Company shall be deemed to carry on all its businesses and activities and stand possessed of its properties and assets for and on account of and in trust for Transferee Company; and all the profits accruing to Transferor Company and all taxes thereon or gains or losses arising or incurred by them shall, for all purposes, be treated as and deemed to be the profits or losses, as the case may be, of Transferee Company;
- 8.2. Transferor Company shall carry on its business with reasonable diligence and in the same manner as they had been doing hitherto, and Transferor Company shall not alter or substantially expand its business except with the concurrence of Transferee Company;



- 8.3. Transferor Company shall not, without the written concurrence of Transferee Company, alienate charge or encumber any of its properties except in the ordinary course of business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of Transferee Company, as the case may be.
- 8.4. Transferor Company shall not vary or alter, except in the ordinary course of its business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of Transferee Company the terms and conditions of employment of any of its employees, nor shall it conclude settlement with any union or its employees except with the written concurrence of Transferee Company.
- 8.5. With effect from the Appointed Date, all debts, liabilities, duties and obligations of Transferor Company as on the close of business on the date preceding the Appointed Date, whether or not provided in its 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 Transferee Company.
- 8.6. Upon the Scheme coming into effect, Transferee Company shall commence and carry on and shall be authorized to carry on the business carried on by Transferor Company.
9. For the purpose of giving effect to the vesting order passed under Sections 230 and 232 of the Company Act, 2013 in respect of this Scheme by the Hon'ble NCLT, Transferee Company shall, at any time pursuant to the order on this Scheme, be entitled to get the record all of the change in the legal right(s) upon the vesting of the Transferor Company business and undertakings in accordance with the provisions of Sections 230 and 232 of the Company Act, 2013. Transferee Company shall be authorized to execute any pleadings; applications, forms, etc. as are required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of this Scheme.



PART - C

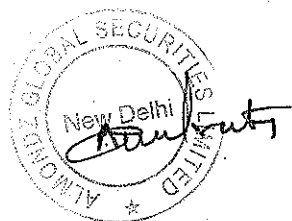
REORGANIZATION OF SHARE CAPITAL

1. REORGANISATION OF CAPITAL IN THE TRANSFEREE COMPANY

- 1.1 The entire share capital of the Transferor Company is held by the Transferee Company directly. Therefore, the Transferee Company shall not be required to issue any shares or pay any consideration to the Transferor Company or to their shareholders.
- 1.2 Upon coming into effect of this Scheme, the shares or the share certificates of the Transferor Company in relation to the shares held by its member shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled and be of no effect on and from the Effective Date without any necessity of them being surrendered.

2. INCREASE IN AUTHORIZED SHARE CAPITAL

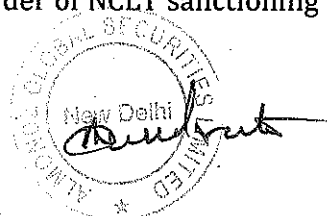
- 2.1 With effect from the Appointed Date and upon the Scheme becoming effective, without any further acts or deeds on the part of the Transferor Company or Transferee Company and notwithstanding anything contained in Section 61 and 64 of Company Act, 2013, the Authorized Share capital of Transferor Company as appearing in their Memorandum of Association on the Effective Date shall get clubbed with the Authorized Share Capital of the Transferee Company as appearing in its Memorandum of Association on the Effective Date and pursuant to this clubbing the Clause V of the Memorandum of Association of the Transferee Company shall stand altered to give effect to the same with effect from the Effective Date. The Face Value of Equity share shall remain same as of the Transferee Company after clubbing of Authorized Capital.
- 2.2 The Authorized equity share capital of the Transferee Company on effective date shall be Rs. 35,00,00,000 (Rupees Thirty Five Crore) of the face value of Rs. 6 (Rupee Six) each.
- 2.3 The fees/duty paid by the Transferor Company for its Authorized Share Capital shall be deemed to have been paid by the Transferee Company.
- 2.4 On approval of the Scheme by the members of Transferee Company pursuant to Section 230 - 232 of the Act, it shall be deemed that the said members have also accorded their consent under relevant Articles of the Articles of Association of the Company and Section 61 to 64 and other provisions of the Company Act, 2013 as may be applicable for giving effect to the provisions contained in this Scheme.



3. ACCOUNTING TREATMENT FOR AMALGAMATION

Upon the merger coming into effect of this Scheme, the amalgamation of the Transferor Company with the Transferee Company shall be accounted for as per the "Accounting Standard 14: Accounting for Amalgamations" as prescribed in the Company (Accounting Standards) Rules, 2006 issued by the Ministry of Corporate Affairs, or the "Indian Accounting Standard (Ind AS) 103 for Business Combination" prescribed under section 133 of the Company Act, 2013, as notified under the Company (Indian Accounting Standard) Rules, 2015, (if applicable), as may be amended from time to time such that:

- 3.1 Transferee Company shall, record all the assets (other than investments in the Transferor Company) and liabilities, including Reserves of the Transferor Company vested in it pursuant to this Scheme, at their respective book values as appearing in the books of Transferor Company on the Appointed Date.
- 3.2 If at the time of amalgamation, Transferor Company and Transferee Company have conflicting accounting policies, a uniform accounting policy shall be adopted by Transferee Company following the amalgamation. The effect on the financial statements of any change in accounting policies shall be reported in accordance with Accounting Standard 5, 'Prior Period and Extraordinary Items and changes in accounting policies'.
- 3.3 Investment, if any, in the equity share capital of the Transferor Company, as appearing in the books of accounts of Transferee Company, if not transferred before effective date, shall stand cancelled and there shall be no further obligation / outstanding in that behalf.
- 3.4 The loans and advance or payables or receivables of any kind, held inter-se, if any between Transferor Company and Transferee Company, as appearing in its respective books of accounts shall stand discharged prior to Effective Date.
- 3.5 The amount by which the aggregate of book values of assets of the Transferor Company vested in the Transferee Company as per Clause 4 above exceeds the aggregate of book value of liabilities, reserves and adjustment for cancellation of amount recorded as investment in Transferor Company (in the books of Transferee Company) and vice versa shall be adjusted in the Consolidated Reserves of the Transferee Company.
- 3.6 The accounting entries proposed in this Scheme shall be effected as a part of this Scheme and not under a separate process in terms of Section 52 and Section 66 of the Company Act, 2013, as the same neither involves diminution of liability in respect of unpaid share capital of Transferee company nor any payment to any shareholder of the Transferee Company of any paid-up capital and the order of NCLT sanctioning the Scheme shall



be deemed to be a due compliance of the provisions of Sections 66 of the Company Act, 2013, consequently, the Transferee Company shall not be required to use the words "and reduced" as part of its corporate name.

4. SAVING OF CONCLUDED TRANSACTIONS

The transfer of assets and liabilities and the continuance of proceedings by or against Transferor Company as envisaged in above shall not affect any transaction or proceedings already concluded by Transferee Company on or before the Appointed Date and after the Appointed Date till the Effective Date, to the end and intent that Transferor Company accept and adopts all acts, deeds and things done and executed by Transferee Company in respect thereto as done and executed by Transferee Company in respect thereto as done and executed on behalf of itself.

5. DISSOLUTION OF TRANSFEROR COMPANY

On occurrence of the Effective Date, Transferor Company shall, without any further act or deed, shall stand dissolved without winding up.



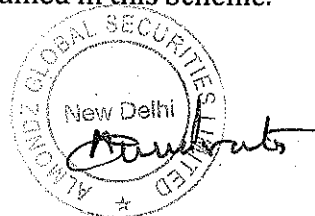
PART - E
GENERAL TERMS AND CONDITIONS

1 SAVING OF CONCLUDED TRANSACTIONS

Transfer and vesting of the assets, liabilities and obligations of the Transferor Company and continuance of the proceedings by or against the Transferee Company, shall not in any manner affect any transaction or proceedings already completed by the Transferor Company on or before the Appointed Date to the end and intent that the Transferee Company accepts all such acts, deeds and things done and executed by and/or on behalf of the Transferor Company, as acts, deeds and things done and executed by and on behalf of the Transferor Company.

2 GENERAL TERMS AND CONDITIONS

- 2.1 The Transferee Company and Transferor Company shall, make applications to the Hon'ble NCLT under Sections 230 to 232 and other applicable provisions of the Company Act, 2013 seeking orders for dispensing with or convening, holding and conducting of the meetings of the classes of their respective members and/or creditors and for sanctioning this Scheme, with such modifications as may be approved by the NCLT.
- 2.2 Upon this Scheme being approved by the requisite majority of the respective members and creditors of the Transferee Company and Transferor Company (as may be directed by the Hon'ble NCLT), Transferee Company and Transferor Company shall, apply to the Hon'ble NCLT, for sanction of this Scheme under Sections 230 to 232 and other applicable provisions of the Company Act, 2013 and for such other order or orders, as the said Hon'ble NCLT may deem fit for carrying this Scheme into effect.
- 2.3 On approval of this Scheme by the members and creditors of the Transferee Company and Transferor Company, pursuant to Sections 230 to 232 of the Company Act, 2013, it shall be deemed that all consents required from the shareholders and/or creditors, as the case may be, of the said Company under the provisions of the Act as may be applicable, have been accorded to.
- 2.4 Upon this Scheme becoming effective, the respective shareholders of the Transferee Company and Transferor Company shall be deemed to have also accorded their approval under all relevant provisions of the Act for giving effect to the provisions contained in this Scheme.



- 2.5 The Transferee Company and Transferor Company (acting through their respective Boards of Directors or Committees thereof) may assent to any modifications or amendments to this Scheme, which the Hon'ble NCLT and/or any other authorities/Stock Exchanges may deem fit to direct or impose or which may otherwise be considered necessary or desirable or for settling any question or doubt or difficulty that may arise for implementing and/or carrying out this Scheme. Transferee Company and Transferor Company (acting through their respective Boards of Directors or Committees thereof) be and are 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 the order of the Hon'ble NCLT or of any directive or orders 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.
- 2.6 The Transferee Company and Transferor Company, shall have the discretion to withdraw their applications and/or petitions from the Hon'ble NCLT, if any onerous terms or other terms not acceptable to them are introduced in the Scheme whether at the meetings or at the time of sanction of the Scheme. They shall also be at liberty to render the Scheme ineffective by not filing the certified orders of sanction of the Scheme with the Registrar of Company but they shall do so after intimating Hon'ble NCLT of their decision of not to file.

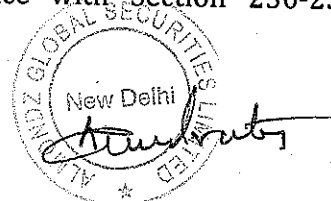
3 Listing Regulations and SEBI Compliances

- 3.1 Since the Transferee Company is a listed company, this Scheme is subject to the compliances of all the requirements under the Listing Regulations and all statutory directives of the Securities Exchange Board of India ('SEBI') insofar as they relate to sanction and implementation of the Scheme.
- 3.2 SEBI vide Notification No. SEBI/LAD/NRO/GN/2016-17/029 dated 15th February, 2017 has amended the Listing Regulations and relaxed the requirement of obtaining prior approval or no objection / observation letter of the Stock Exchanges and SEBI in case of merger of wholly owned subsidiary with its holding company. The draft schemes shall be filed with the Stock Exchange for disclosure purpose in compliance with the above notification.

4 SCHEME CONDITIONAL UPON:

This scheme is conditional upon:

- 4.1 The Scheme being agreed to by the respective requisite majorities of the members and/or creditors of the Transferee Company and Transferor Company, if required, in accordance with Section 230-232 of the



Company Act, 2013 and the requisite orders of the NCLT sanctioning this Scheme in exercise of the powers vested in it under the Act; and

- 4.2 All necessary certified copies of the order of the NCLT sanctioning this Scheme being filed with the Registrar of Company.
- 4.3 The requisite, consent, approval or permission of the Central Government or any other statutory or regulatory authority, if any, which by law may be necessary for the implementation of this Scheme.
- 4.4 In the event of this Scheme failing to take effect finally, this Scheme shall become null and void and in that case no rights and liabilities whatsoever shall accrue to or be incurred inter-se by the parties or their shareholders or creditors or employees or any other person.
- 4.5 If any part of this Scheme is invalid, ruled illegal by any NCLT, or unenforceable under present or future laws, then it is the intention of the parties that such part shall be severable from the remainder of this Scheme and this Scheme shall not be affected there by, unless the deletion of such part shall cause this Scheme to become materially adverse to any party, in which case the parties shall attempt to bring about a modification in this Scheme as will best preserve for the parties the benefits and obligations of this Scheme, including but not limited to such part.

5 COSTS, CHARGES AND EXPENSES

All past, present and future costs, charges, levies, duties, and expenses, save and except stamp duty payable pursuant to transfer of Transferor Company, if any, which shall be borne by the Transferee Company, respectively, in relation to or in connection with or incidental to the Scheme or the implementation thereof and all of the above costs shall be treated, as costs relating to this scheme of arrangement.

