

**SCHEME OF AMALGAMATION**

**BETWEEN**

**IIFL WEALTH ALTIORE LIMITED**

(“TRANSFEROR COMPANY”)

**AND**

**IIFL WEALTH MANAGEMENT LIMITED**

(“TRANSFeree COMPANY”)

**AND**

**THEIR RESPECTIVE SHAREHOLDERS**

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

## **(A) BACKGROUND OF THE COMPANIES**

- (a) **IIFL Wealth Altiore Limited** is a company incorporated under the provisions of the Companies Act, 1956 having CIN: U74999MH2016PLC374418 and having its registered office at 1<sup>st</sup> Floor, IIFL Centre, Wing B & Extension, Kamala Mills, Senapati Bapat Marg, Lower Parel(W), Mumbai, Maharashtra 400013. (hereinafter referred to as the “**Transferor Company**”). The Transferor Company has been engaged in the business of advisory and consultancy in various fields including financial consultancy, wealth management, real estate consulting, stock advisory services, deal/distribution of financial products, financial intermediation, investment advisory, strategy consulting, data analytics. The Transferor Company is a wholly owned subsidiary of the Transferee Company (*defined hereinafter*).
- (b) **IIFL Wealth Management Limited** is listed public company incorporated under the provisions of the Companies Act, 1956 having CIN: L74140MH2008PLC177884. The registered office of the Transferee Company is situated at office at IIFL Centre, Kamala City, Senapati Bapat Marg, Lower Parel, Mumbai, Maharashtra 400013 (hereinafter referred to as the “**Transferee Company**”). The Transferee Company is registered with SEBI as Category I Merchant Banker and is inter alia engaged in the business of providing financial services including asset management, wealth management, advisory services through its subsidiaries.

## **(B) RATIONALE FOR THE SCHEME**

Transferor Company is a wholly owned subsidiary of the Transferee Company and, in order to achieve, inter-alia, efficiency in administrative functions, it is proposed to amalgamate the Transferor Company with the Transferee Company. The amalgamation is expected to yield the following benefits:

- a. assist in rationalizing the corporate structure and reduction of shareholding tiers;
- b. reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by both the Transferor Company and Transferee Company;
- c. result in savings of administration and other costs associated with managing separate entities;

The amalgamation is in the interest of the shareholders, creditors and all other stakeholders of the respective companies and is not prejudicial to the interests of the concerned shareholders, creditors or the public at large.

## **(C) OVERVIEW AND OPERATION OF THE SCHEME**

The amalgamation of Transferor Company with Transferee Company shall come into effect from the Appointed Date (*as defined hereinafter*) and shall be in compliance with the provisions of the Income-tax Act, 1961, including Section 2(1B) or any amendments thereto.

Since the Transferor Company is a wholly owned subsidiary of the Transferee Company, upon amalgamation, the shares of the Transferor Company shall be cancelled and no shares shall be issued by the Transferee Company.

**(D) PARTS OF THE SCHEME**

This Scheme (*as defined hereinafter*) is divided into the following parts:

**PART I** deals with the definitions, interpretations and share capital of the Transferor Company and the Transferee Company;

**PART II** deals with the amalgamation of the Transferor Company with the Transferee Company and other related matters; and

**PART III** deals with general terms and conditions applicable to this Scheme.

## PART I

### 1. DEFINITIONS AND INTERPRETATIONS

#### 1.1 Definitions

In this Scheme, unless inconsistent with the subject or context thereof (i) capitalized terms defined by inclusion in quotations and/ or parenthesis have the meanings so ascribed; (ii) all terms and words not defined in this Scheme shall have the meaning ascribed to them under the relevant Applicable Laws; and (iii) the following expressions shall have the meanings ascribed hereunder:

**“Act”** or the **“Companies Act”** means the Companies Act, 2013;

**“Applicable Law”** or **“Law”** means any applicable national, foreign, provincial, local or other law including applicable provisions of all (a) constitutions, decrees, treaties, statutes, laws (including the common law), codes, notifications, rules, regulations, policies, guidelines, circulars, directions, directives, ordinances or orders of any Appropriate Authority, statutory authority, court, tribunal having jurisdiction over the Parties; (b) approvals; and (c) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Appropriate Authority (*defined hereinafter*) having jurisdiction over the Parties as may be in force from time to time;

**“Appointed Date”** means the opening business hours of 1<sup>st</sup> April, 2022.

**“Appropriate Authority”** means:

- (a) the government of any jurisdiction (including any national, state, municipal or local government or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, tribunal, central bank, commission or other authority thereof;
- (b) any public international organisation or supranational body and its institutions, departments, agencies and instrumentalities; and
- (c) any governmental, quasi-governmental or private body or agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, tax, importing, exporting or other governmental or quasi-governmental authority including (without limitation) SEBI (*as defined hereinafter*) and the Tribunal (*as defined hereinafter*);

**“Assets”** means all movable and immovable properties, tangible or intangible, and other properties, real, corporeal and incorporeal, in possession or reversion, present and contingent assets (whether tangible or intangible) of whatsoever nature, engagements, customer relationships, contracts, arrangements, commercial and business rights, knowledge, knowhow, intellectual properties and rights of any nature wheresoever situated, belonging to or in the ownership, power or possession or control of or vested in or granted in favor of or enjoyed by the Transferor Company;

**“Board”** in relation to the Transferor Company and the Transferee Company, as the case may be, means the board of directors of such company, and shall include a committee of directors or any person authorized by such board of directors or such committee of directors duly constituted and authorized for the purposes of matters pertaining to this Scheme or any other matter relating thereto;

**“Effective Date”** means the last of the dates on which the conditions specified in Clause 20 of this Scheme are complied with. References in this scheme to the date of **“coming into effect of this Scheme”** or **“upon the Scheme being effective”** shall mean the Effective Date;

**“Encumbrance”** means (i) any charge, lien (statutory or other), or mortgage, any easement, encroachment, right of way, right of first refusal or other encumbrance or security interest securing any obligation of any Person; (ii) pre-emption right, option, right to acquire, right to set off or other third party right or claim of any kind, including any restriction on use, voting, selling, assigning, pledging, hypothecating, or creating a security interest in, place in trust (voting or otherwise), receipt of income or exercise; or (iii) any equity, assignments hypothecation, title retention, restriction, power of sale or other type of preferential arrangements; or (iv) any agreement to create any of the above; the term **“Encumber”** shall be construed accordingly;

**“Income Tax Act”** means the Income-tax Act, 1961;

**“INR”** means Indian Rupee, the lawful currency of the Republic of India;

**“Liabilities”** means all the debts, liabilities, duties and obligations including contingent liabilities of the Transferor Company;

**“Order”** means an order passed by the NCLT sanctioning the Scheme of Amalgamation.

**“Parties”** means collectively the Transferor Company and the Transferee Company and

**“Party”** shall mean each of them, individually;

**“Permits”** means all consents, licences, permits, certificates, permissions, authorisations, clarifications, approvals, clearances, confirmations, declarations, waivers, exemptions, registrations, filings, no objections, whether governmental, statutory, regulatory or otherwise as required under Applicable Law;

**“Person”** means an individual, a partnership, a corporation, a limited liability partnership, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or an Appropriate Authority;

**“RoC”** means the Registrar of Companies having jurisdiction over the Transferor Company and the Transferee Company, as the case may be;

**“Scheme”** means this Scheme of Amalgamation in its present form or this Scheme with such

modification(s), if any made, as per Clause 19 of the Scheme from time to time, with the appropriate approvals and sanctions of the NCLT and other relevant regulatory/ statutory/ governmental authorities or Appropriate Authority, as may be required under the Act and/or under any other applicable laws;

“**SEBI**” means the Securities and Exchange Board of India;

“**Tax Laws**” means all Applicable Laws dealing with Taxes including but not limited to income- tax, wealth tax, sales tax / value added tax, service tax, goods and service tax, excise duty, customs duty or any other levy of similar nature;

“**Taxation**” or “**Tax**” or “**Taxes**” means all forms of taxes and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions and levies, whether levied by reference to income, profits, book profits, gains, net wealth, asset values, turnover, added value, goods and service or otherwise and shall further include payments in respect of or on account of Tax, whether by way of deduction at source, collection at source, dividend distribution tax, advance tax, minimum alternate tax, goods and service tax or otherwise or attributable directly or primarily to the Transferor Company or the Transferee Company, as the case may be or any other Person and all penalties, charges, costs and interest relating thereto;

“**Transferor Company**” means IIFL Wealth Altire Limited, a company incorporated under the provisions of the Companies Act, 1956 having corporate identity number U74999MH2016PLC374418 and its registered office at 1st Floor, IIFL Centre, Wing B & Extension, Kamala Mills, Senapati Bapat Marg, Lower Parel (W), Mumbai, Maharashtra 400013;

“**Transferee Company**” means IIFL Wealth Management Limited, listed public company incorporated under the provisions of the Companies Act, 1956 having corporate identity number L74140MH2008PLC177884 and its registered office at IIFL Centre, Kamala City, Senapati Bapat Marg, Lower Parel, Mumbai City, Maharashtra 400013; and

“**Tribunal**” means the National Company Law Tribunal having jurisdiction over the Transferor Company and the Transferee Company or such authority that may have jurisdiction over the Scheme in accordance with the applicable provisions of the Act;

## **1.2 Interpretations**

In this Scheme, unless the context otherwise requires:

- 1.1.1 words denoting the singular shall include the plural and *vice versa* and words denoting any gender shall include all genders;
- 1.1.2 headings, subheadings, titles, subtitles to clauses, sub-clauses and paragraphs are for information and convenience only and shall not form part of the operative provisions of this Scheme and shall be ignored in construing the same;
- 1.1.3 the words “include” and “including” are to be construed without limitation;
- 1.1.4 reference to a clause, paragraph or schedule is a reference to a clause, paragraph or

schedule of this Scheme;

1.1.5 reference to any law or legislation or regulation shall include amendment(s), circulars, notifications, clarifications or supplement(s) to, or replacement, re-enactment, restatement or amendment of, that law or legislation or regulation and shall include the rules and regulations thereunder; and

1.1.6 references to days, months and years are to calendar days, calendar months and calendar years, respectively.

## 2. SHARE CAPITAL

2.1 The issued, subscribed and paid-up share capital of the Transferor Company as on 31<sup>st</sup> December 2021 is as under:

Share Capital	INR
<b>Authorized share capital</b>	
1,50,000 equity shares of INR 10 each	15,00,000
<b>Total</b>	<b>15,00,000</b>
<b>Issued, subscribed and paid-up share capital</b>	
1,24,672 equity shares of INR 10 each	12,46,720
<b>Total</b>	<b>12,46,720</b>

Subsequent to the above date, there has been no change in issued, subscribed and paid up share capital of the Transferor Company till the date of approval of the Scheme by the Board.

The issued, subscribed and paid-up share capital of the Transferor Company is entirely held by the Transferee Company along with its nominees.

2.2 The authorized, issued, subscribed and paid-up share capital of the Transferee Company as on 31<sup>st</sup> December 2021 is as under:

Share Capital	INR
<b>Authorized share capital</b>	
13,26,50,000 equity shares of INR 2 each	26,53,00,000
<b>Total</b>	<b>26,53,00,000</b>
<b>Issued, subscribed and paid-up share capital</b>	
8,86,56,234 equity shares of INR 2 each	17,73,12,468
<b>Total</b>	<b>17,73,12,468</b>

The Transferee Company has outstanding employee stock options under its existing stock option schemes. Subsequent to the above date, pursuant to exercise of outstanding employee stock options, there is an increase in the issued and paid-up share capital of the Transferee Company as under:

- 2.3 The authorized, issued, subscribed and paid-up share capital of the Transferee Company as on the date of approval of the Scheme by the Board is as under:

Share Capital	INR
<b>Authorized share capital</b>	
13,26,50,000 equity shares of INR 2 each	26,53,00,000
<b>Total</b>	<b>26,53,00,000</b>
<b>Issued, subscribed and paid-up share capital</b>	
8,86,66,702 equity shares of INR 2 each	17,73,33,404
<b>Total</b>	<b>17,73,33,404</b>

### 3 DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme as set out herein in its present form or with any modification(s), as may be approved or imposed or directed by the NCLT or made as per Clause 19 of the Scheme, shall become effective from the Appointed Date, but shall be operative from the Effective Date.



## PART II

### AMALGAMATION OF TRANSFEROR COMPANY WITH TRANSFEEE COMPANY

#### 4 AMALGAMATION AND VESTING OF ASSETS AND LIABILITIES AND ENTIRE BUSINESS OF THE TRANSFEROR COMPANY

4.1 With effect from the opening of business hours of Appointed Date, and subject to the provisions of this Scheme and pursuant to Sections 230 to 232 of the Act, the Transferor Company shall stand amalgamated with the Transferee Company as a going concern and all Assets, Liabilities, contracts, arrangements, employees, Permits, licences, records, approvals, etc. of the Transferor Company shall, without any further act, instrument or deed, stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, so as to become as and from the Appointed Date, the Assets, Liabilities, contracts, arrangements, employees, Permits, licences, records, approvals, etc. of the Transferee Company by virtue of, and in the manner provided in this Scheme.

4.2 Without prejudice to the generality of the above and to the extent applicable, unless otherwise stated herein, with effect from the Appointed Date, the manner of transfer and vesting of Assets and Liabilities of the Transferor Company under this Scheme, is as follows:

4.2.1 With respect to the Assets of the Transferor Company that are movable in nature (including all the brands and trademarks of the Transferor Company including registered and unregistered trademarks along with all rights of commercial nature including attached goodwill, title, interest, labels and brand registrations, copyrights trademarks and all such other industrial and intellectual property rights of whatsoever nature) or are otherwise capable of being transferred by manual delivery or by paying over or endorsement and/ or delivery, the same may be so transferred by the Transferor Company by operation of law without any further act or execution of an instrument with the intent of vesting such Assets with the Transferee Company as on the Appointed Date. The Transferee Company shall take such actions as may be necessary and permissible to get the same transferred and/ or registered in the name of the Transferee Company;

4.2.2 Subject to Clause 4.2.3 below, with respect to the Assets of the Transferor Company, other than those referred to in Clause 4.2.1 above, including all rights, title and interests in the agreements (including agreements for lease or license of the properties), investment in shares of any body corporate, fixed deposits, mutual funds, bonds and any other securities, sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances, earnest moneys and deposits, if any, with government, semi-government, local and other authorities and bodies, customers and other persons, whether or not the same is held in the name of the Transferor Company, shall, without any further act, instrument or deed, be transferred to and vested in and/ or be deemed to be transferred to and vested in the Transferee Company, with effect from the Appointed Date by operation of law as transmission, as the case may be, in favour of Transferee Company. It is clarified that all client lists, client agreements, rights under employment agreements specifically in relation to business customer relationships established, client specific information, know your customer details, agreement with banks, vendor agreements and power of attorneys would get transferred to and vested in the Transferee Company, with effect from the Appointed Date by operation of law as transmission, as the case may be, in favour of Transferee Company and shall have been deemed to have been entered into by the Transferee Company with such respective parties. With regard to the licenses of the properties, the Transferee Company will enter into novation agreements, if it is so required;

- 4.2.3 Without prejudice to the aforesaid, all the immovable property (including but not limited to the land, buildings, offices, sites, tenancy rights related thereto, and other immovable property, including accretions and appurtenances), whether or not included in the books of the Transferor Company, whether freehold or leasehold (including but not limited to any other document of title, rights, interest and easements in relation thereto, and any shares in cooperative housing societies associated with such immovable property) shall stand transferred to and be vested in the Transferee Company, as successor to the Transferor Company, without any act or deed to be done or executed by the Transferor Company, as the case may be and/ or the Transferee Company;
- 4.2.4 All Liabilities, duties and obligations (debts, debentures, bonds, notes or other debt securities) of the Transferor Company shall, without any further act, instrument or deed be transferred to, and vested in, and/ or deemed to have been transferred to, and vested in, the Transferee Company, so as to become on and from the Appointed Date, the Liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company, and it shall not be necessary to obtain the consent of any Person who is a party to contract or arrangement by virtue of which such Liabilities have arisen in order to give effect to the provisions of this Clause 4;
- 4.2.5 The vesting of all the Assets of the Transferor Company, as aforesaid, shall be subject to the Encumbrances, if any, over or in respect of any of the Assets or any part thereof, provided however that such Encumbrances shall be confined only to the relevant Assets of Transferor Company or part thereof on or over which they are subsisting on and no such Encumbrances shall extend over or apply to any other asset(s) of Transferee Company. Any reference in any security documents or arrangements (to which Transferor Company is a party) related to any Assets of Transferor Company shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of Transferee Company. Similarly, Transferee Company shall not be required to create any additional security over Assets vested under this Scheme for any loans, debentures, deposits or other financial assistance already availed of /to be availed of by it, and the Encumbrances in respect of such indebtedness of Transferee Company shall not extend or be deemed to extend or apply to the Assets so vested; and
- 4.2.6 On and from the Effective Date and till such time that the name of the bank accounts of the Transferor Company has been replaced with that of the Transferee Company, the Transferee Company shall be entitled to maintain and operate the bank accounts of the Transferor Company in the name of the Transferor Company and for such time as may be determined to be necessary by the Transferee Company. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Company after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company, if presented by the Transferee Company.
- 4.3 Without prejudice to the foregoing provisions of this Clause 4.2, the Transferor Company and the Transferee Company shall be entitled to apply to the Appropriate Authorities as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require and execute any and all instruments or documents and do all the acts and deeds as may be required, including filing of necessary particulars and/ or modification(s) of charge, with the concerned RoC or filing of necessary applications, notices, intimations or letters with any authority or Person, to give effect to the above provisions.

- 4.4 This Scheme has been drawn up to comply with the conditions relating to “Amalgamation” as specified under Section 2(1B) and other relevant provisions 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 and other related provisions at a later date, the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) and other relevant provisions of the Income-tax Act, 1961.

## **5 EMPLOYEES**

- 5.1 Upon the effectiveness of this Scheme and with effect from the Effective Date, the Transferee Company undertakes to engage, without any interruption in service, all employees of the Transferor Company, on terms and conditions no less favourable than those on which they are engaged by the Transferor Company. The Transferee Company agrees that the services of all such employees with the Transferor Company prior to the transfer shall be taken into account for the purposes of all existing benefits to which the said employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other retirement / terminal benefits.

- 5.2 The accumulated balances, if any, standing to the credit of the aforesaid employees in the existing provident fund, gratuity fund and superannuation fund of which they are members, as the case may be, will be transferred respectively to such provident fund, gratuity fund and superannuation funds nominated by the Transferee Company and/ or such new provident fund, gratuity fund and superannuation fund to be established in accordance with Applicable Law and caused to be recognized by the Appropriate Authorities, by the Transferee Company. Pending the transfer as aforesaid, the provident fund, gratuity fund and superannuation fund dues of the said employees would be continued to be deposited in the existing provident fund, gratuity fund and superannuation fund respectively of the Transferor Company.

## **6 LEGAL PROCEEDINGS**

- 6.1 Any suit, petition, appeal, tax assessment proceedings, tax appeals or other proceeding of whatsoever nature and any orders of court, judicial or quasi-judicial tribunal or other governmental authorities enforceable by or against the Transferor Company including without limitation any restraining orders pending before any court, judicial or quasi-judicial tribunal or any other forum, relating to the Transferor Company, whether by or against the Transferor Company, pending and/or arising as on the Effective Date, shall not abate or be discontinued or in any way prejudicially affected by reason of the amalgamation of the Transferor Company or of any order of or direction passed or issued in the amalgamation proceedings or anything contained in this Scheme, but by virtue of the order sanctioning the Scheme, such legal proceedings shall be continued and any prosecution shall be enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued, prosecuted and/or enforced by or against the Transferor Company, as if this Scheme had not been implemented.

- 6.2 After the Appointed Date and until the Effective Date, the Transferor Company shall defend all legal proceedings, other than in the ordinary course of business, with the advice and instructions of the Transferee Company.

- 6.3 The transfer and vesting of the Assets and Liabilities under the Scheme and the continuance of the proceedings by or against the Transferee Company shall not affect any transaction or proceeding already completed by the Transferor Company between the Appointed Date and the Effective Date to the end and intent that the Transferee Company accepts all 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 Transferee Company.

## **7 PERMITS**

With effect from the Appointed Date, all the Permits held or availed of by, and all rights and benefits that have accrued to, the Transferor Company, pursuant to the provisions of Section 232 of the Act, shall without any further act, instrument or deed, be transferred to, and vest in, or be deemed to have been transferred to, and vested in, and be available to, the Transferee Company so as to become as and from the Appointed Date, the Permits, estates, Assets, rights, title, interests and authorities of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions to the extent permissible in Applicable Laws. Upon the Effective Date and until the Permits are transferred, vested, recorded, effected, and/or perfected, in the record of the Appropriate Authority, in favour of the Transferee Company, the Transferee Company is authorized to carry on business under the aforesaid relevant license and/ or permit and/ or approval, as the case may be.

## **8 CONTRACTS AND DEEDS**

- 8.1 All contracts (including customer and client contracts), deeds, bonds, agreements, business agreements, indemnities, guarantees or other similar rights (including rights under employment agreements) or entitlements whatsoever, schemes, arrangements and other instruments, permits, rights, entitlements, licenses (including the licenses granted by any governmental, statutory or regulatory bodies) for the purpose of carrying on the business of the Transferor Company, and in relation thereto, and 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 this Scheme coming into effect, shall by endorsement, delivery or recordal or by operation of law pursuant to the order of the Appropriate Authority sanctioning the Scheme, and on this Scheme becoming effective be deemed to be contracts (including customer and client contracts), deeds, bonds, agreements, business agreements, indemnities, guarantees or other similar rights (including rights under employment agreements) or entitlements whatsoever, schemes, arrangements and other instruments, permits, rights, entitlements, licenses (including the licenses granted by any Governmental, statutory or regulatory bodies) of the Transferee Company. It is clarified that all conditions, stipulations, pre-requisites, terms laid down under any governmental, statutory or regulatory bodies, fulfilled by the Transferor Company prior to the Effective Date, shall be deemed to have been fulfilled and complied with by the Transferee Company, post the Effectiveness of the Scheme. The Transferee Company shall be entitled to the benefit of all qualification criteria, track-record, experience, goodwill and all other rights, claims and powers of whatsoever nature and whosoever situate belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Company for all intents and purposes for its business. Such properties and rights described hereinabove shall stand vested in the Transferee Company and shall be deemed to be the property and become the property by operation of law as an integral part of the Transferee Company. Such contracts and properties described above shall continue to be in full force and continue as effective as hitherto in favour of or against the Transferee Company and shall be the legal and enforceable rights and interests of the Transferee Company, which can be enforced and acted upon as fully and effectually as if it were the Transferor Company. Upon this Scheme becoming effective, the rights, benefits, privileges, duties, Liabilities, obligations and interest whatsoever, arising from or pertaining to contracts and properties, shall be deemed to have been entered into and stand assigned, vested and novated to the Transferee Company by operation of law and the Transferee Company shall be deemed to be the Transferor Company's substituted party or beneficiary or obligor thereto. It being always understood that the Transferee Company shall be the successor in the interest of the Transferor Company. In relation to the same, any procedural requirements required to be fulfilled solely by the Transferor Company (and not by any of its successors), shall be fulfilled by the Transferee Company as if it were the duly constituted attorney of the Transferor Company.

8.2 The Transferee Company may, 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, enter into, or issue or execute deeds, writings, confirmations, novations, declarations, or other documents with, or in favour of any party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall be deemed to be authorised to execute any such writings on behalf and in the name of the Transferor Company and to carry out or perform all such formalities or compliances required for the purposes referred to above on the part of the Transferor Company.

8.3 The Transferee Company shall be entitled to the benefit of all insurance policies which have been issued in respect of the Transferor Company and the name of the Transferee Company shall be substituted as "Insured" in the policies as if the Transferee Company was initially a party thereto.

## **9 TAXES/ DUTIES / CESS ETC.**

Upon the Scheme becoming effective, by operation of law pursuant to the order of the Tribunal:

9.1 It is hereby clarified that in case of any refunds, benefits, incentives, grants, subsidies, unutilized credits of the Transferor Company relating to excise duties, sales tax, service tax, VAT, GST or any other Taxes by whatever name called shall stand vested to the Transferee Company upon filing of requisite forms.

9.2 Taxes of whatsoever nature including advance tax, tax deducted at source, self-assessment tax, regular assessment taxes, tax deducted at source, dividend distribution tax, minimum alternative tax, wealth tax, if any, paid by the Transferor Company shall be treated as paid by the Transferee Company and it shall be entitled to claim the credit, refund, adjustment for the same as may be applicable notwithstanding that challans or records may be in the name of Transferor company. Minimum Alternate Tax credit available to the Transferor Company under the Income-tax Act, 1961, if any, shall vest in and be available to the Transferee Company.

9.3 The Transferee Company is expressly permitted to revise and file its income tax returns and other statutory returns, including tax deducted / collected at source returns, service tax returns, excise tax returns, sales tax / value added tax / goods and service tax returns, as may be applicable and has expressly reserved the right to make such provision in its returns and to claim refunds, advance tax credits, credit of tax deducted at source, credit of foreign taxes paid/withheld, etc. if any, as may be required for the purposes of/consequent to implementation of the Scheme.

## **10 CONSIDERATION**

10.1 The Transferor Company is a wholly owned subsidiary of the Transferee Company and therefore there shall be no issue of shares as consideration for the amalgamation of the Transferor Company with the Transferee Company.

10.2 Upon the Scheme becoming effective, all equity shares of the Transferor Company held by the Transferee Company shall stand cancelled without any further application, act or deed.

## **11 ACCOUNTING TREATMENT**

Upon the Scheme being effective and with effect from the Appointed Date, the Transferee Company shall account for the amalgamation of the Transferor Company into and within its books of accounts as per the "Pooling of Interest Method" in compliance with the Appendix C of Indian Accounting Standard 103 on Business Combinations and other Indian Accounting Standards, as applicable, and notified under Section 133 of the Companies Act, 2013, read with relevant rules issued thereunder and other accounting principles generally accepted in India in the following manner:

- 11.1 As on the Appointed Date, the Transferee Company shall record all the assets, liabilities and reserves (if and to the extent applicable) of the Transferor Company, vested in it pursuant to this Scheme, at the carrying values in the same manner as if the Transferee Company had prepared its consolidated financial statements with Transferor Company as its subsidiary;
- 11.2 Pursuant to the amalgamation of the Transferor Company with the Transferee Company, inter-company deposits/ loans and advances/ any other balances between the Transferee Company and the Transferor Company, if any, appearing in the books of the Transferee Company shall stand cancelled;
- 11.3 The value of all investments held by the Transferee Company in the Transferor Company shall stand cancelled pursuant to amalgamation and there shall be no further rights or obligations in that behalf;
- 11.4 In case of any differences in accounting policies between the Transferor Company and the Transferee Company, the accounting policies followed by the Transferee Company shall prevail to ensure that the financial statements reflect the financial position based on consistent accounting policies; and
- 11.5 Comparative financial information in the financial statements of the Transferee Company shall be restated for the accounting impact of amalgamation, as stated above, from the beginning of the comparative period in the financial statements.

## **12 DECLARATION OF DIVIDEND, BONUS, ETC.**

- 12.1 The Transferor Company and the Transferee Company shall be entitled to declare and pay dividends, whether interim and/or final, to their respective shareholders prior to the Effective Date. Any other dividend by the Transferor Company shall be recommended / declared by obtaining the consent of the Transferee Company.
- 12.2 It is clarified that the aforesaid provisions in respect of declaration of dividends, whether interim or final, are enabling provisions only and shall not be deemed to confer any right on any member of the Transferor Company or the Transferee Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the Board of the Transferor Company or Transferee Company and subject, wherever necessary, to the approval of the shareholders of the Transferor Company or Transferee Company.

## **13 SAVING OF CONCLUDED TRANSACTIONS**

Nothing in this Scheme shall affect any transaction or proceedings already concluded or liabilities incurred by the Transferor Company on or before 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 in respect thereto as if done and executed on its behalf.

#### **14 COMBINATION OF AUTHORISED CAPITAL**

14.1 Upon the Scheme becoming effective, the authorised share capital of the Transferor Company will get amalgamated with that of the Transferee Company without payment of any additional fees and duties as the said fees have already been paid. The authorised share capital of the Transferee Company will automatically stand increased to that effect by simply filing the requisite forms with the Registrar of Companies and no separate procedure or instrument or deed or payment of any stamp duty and registration fees shall be required to be followed under the Act.

14.2 The existing capital clause V(a) contained in the memorandum of association of the Transferee Company shall without any act, instrument or deed be and stand altered, modified and amended pursuant to Sections 13, 61 and 64 of the Act and Section 232 and other applicable provisions of the Act, as set out below:

*“V. The Authorised Share Capital of the Company is INR 26,68,00,000 (Rupees Twenty-Six Crore Sixty Eight Lakhs) divided into 13,34,00,000 (Thirteen Crore Thirty Four Lakhs) equity shares of INR 2/- (Rupees two only) each”*

14.3 It is clarified that the approval of the Tribunal to the Scheme shall be deemed to be consent / approval of the members of the Transferee Company also to the alteration of the memorandum and articles of association of the Transferee Company as may be required under the Act.

## PART III

### GENERAL TERMS AND CONDITIONS

#### 15 DISSOLUTION OF THE TRANSFEROR COMPANY AND VALIDITY OF RESOLUTIONS

- 15.1 On the Scheme becoming effective, the Transferor Company shall stand dissolved without winding up and the Board and any committees thereof of the Transferor Company shall without any further act, instrument or deed be and stand discharged. On and from the Effective Date, the name of the Transferor Company shall be struck off from the records of the concerned RoC.

#### 16 BUSINESS IN TRUST FOR THE TRANSFeree COMPANY

- 16.1 With effect from the date of approval of the Scheme by the respective Boards of the Parties and up to and including the Effective Date:

16.1.1 The Transferor Company shall carry on its business with reasonable diligence and business prudence and in the same manner as the Transferor Company had been doing hitherto; and

16.1.2 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Appropriate Authorities concerned as necessary under Applicable Law for such consents, approvals and sanctions which the Transferee Company may respectively require to carry on the relevant business of the Transferor Company and to give effect to the Scheme.

- 16.2 With effect from the Appointed Date and up to the Effective Date:

16.2.1 The Transferor Company shall carry on and be deemed to have carried on its businesses and activities and shall hold and stand possessed of and be deemed to have held and stood possessed of all its Assets for and on account of and in trust for the Transferee Company.

16.2.2 The Transferor Company shall carry on its business and activities with due diligence and business prudence and shall not, without the prior written consent of the Transferee Company, charge, mortgage, encumber or otherwise deal with or alienate its Assets or any part thereof, nor incur, accept or acknowledge any debt, obligation or any liability or incur any major expenditure, except as is necessary in the ordinary course of its business.

16.2.3 All profits or income accruing or arising to the Transferor Company or expenditure or losses arising or incurred by the Transferor Company shall, for all purposes, be deemed to have accrued as the profits or income or expenditure or losses, as the case may be, of the Transferee Company.

#### 17 APPLICATIONS

- 17.1 The Parties shall dispatch, make and file all applications and petitions under Sections 230 to 232 and other applicable provisions of the Act before the Tribunal, under whose jurisdiction the registered offices of the respective Parties are situated, for sanction of this Scheme under the



provisions of Applicable Law and shall apply for such approvals as may be required under Applicable Law.

- 17.2 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to any Appropriate Authority, if required, under any Applicable Law for such consents and approvals which the Transferee Company may require to own the Assets and/or Liabilities of the Transferor Company and to carry on the business of the Transferor Company.

## **18 PROPERTY IN TRUST**

- 18.1 Notwithstanding anything contained in this Scheme, on or after Effective Date, until any property, asset, license, approval, permission, contract, agreement and rights and benefits arising therefrom pertaining to the Transferor Company are transferred, vested, recorded, effected and/ or perfected, in the records of any Appropriate Authority, regulatory bodies or otherwise, in favour of the Transferee Company, The Transferee Company is deemed to be authorized to enjoy the property, asset or the rights and benefits arising from the license, approval, permission, contract or agreement as if it were the owner of the property or asset or as if it were the original party to the license, approval, permission, contract or agreement. It is clarified that till entry is made in the records of the Appropriate Authorities and till such time as may be mutually agreed by the relevant Parties, the Transferor Company will continue to hold the property and/or the asset, license, permission, approval, contract or agreement and rights and benefits arising therefrom, as the case may be, in trust for and on behalf of the Transferee Company, as the case may be.

## **19 APPROVALS AND MODIFICATIONS**

- 19.1 On behalf of each of the Parties, the Board of the respective Parties acting themselves or through authorized Persons, may consent jointly but not individually, on behalf of all Persons concerned, to any modifications or amendments to this Scheme at any time and for any reason whatsoever, or to any conditions or limitations that the Tribunal or any other Appropriate Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by all of them (i.e., the Boards of the Parties) and solve all difficulties that may arise for carrying out this Scheme and do all acts, deeds and things necessary for putting this Scheme into effect.

For the purposes of giving effect to this Scheme or to any modification hereof, the Boards of the Parties acting themselves or through authorized Persons may jointly but not individually, give and are jointly authorised to give such directions including directions for settling any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all Parties, in the same manner as if the same were specifically incorporated in this Scheme.

## **20 CONDITIONS PRECEDENT**

Unless otherwise decided (or waived) by the relevant Parties, the Scheme is conditional upon and subject to the following conditions precedent:

- 20.1 The requisite sanction or approval of the Tribunal in terms of Sections 230 to 232 and such other relevant provisions of the Act;
- 20.2 Approval by the requisite majority of shareholders and/or creditors, if required, of the Transferor Company and the Transferee Company, as directed by the Tribunal under the Act; and

20.3 Certified/ authenticated copies of the orders of the Tribunal, sanctioning the Scheme, being filed with the RoC having jurisdiction over the Parties;

## **21 EFFECT OF NON-RECEIPT OF APPROVALS**

If any provision of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Transferor Company and the Transferee Company through their respective Boards, affect the validity or implementation of the other provisions of this Scheme.

## **22 NON-RECEIPT OF APPROVALS AND REVOCATION/WITHDRAWAL OF THIS SCHEME**

22.1 The Parties acting jointly through their respective Boards shall each be at liberty to withdraw from this Scheme.

22.2 In the event the Scheme not being sanctioned by the Tribunal, and/or the order or orders not being passed as aforesaid on or before such date as may be agreed to by the Parties, this Scheme shall become null and void and each Party shall bear and pay its respective costs, charges and expenses for and/or in connection with this Scheme.

22.3 In the event of revocation/withdrawal of the Scheme under Clause 22.1 or Clause 22.2 above, no rights and Liabilities whatsoever shall accrue to or be incurred inter se the Transferor Company and the Transferee Company or their respective shareholders or creditors or employees or any other Person, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or in accordance with Applicable Law and in such case, each Party shall bear its own costs, unless otherwise mutually agreed.

## **23 COSTS, CHARGES AND EXPENSES**

The Transferee Company shall bear the costs, charges and expenses, in connection with this Scheme, arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto.

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