

02<sup>nd</sup> March, 2025

**The Secretary,  
Bombay Stock Exchange Ltd (BSE)**  
Phiroze Jheejheebhoy Towers,  
Dalal Street,  
Mumbai - 400 001.  
**Scrip Code - 543308**  
**ISIN: INE967H01025**

**The Secretary,  
National Stock Exchange,**  
Exchange Plaza, 5<sup>th</sup> Floor Plot  
No.C/1, 'G' Block Bandra -  
Kurla Complex  
Mumbai - 400 051.  
**Symbol - KIMS**  
**ISIN: INE967H01025**

Dear Sir/ Madam

**Sub: Intimation of the order received from the Regional Director (South-East Region) confirming the scheme of amalgamation u/s 233 of Companies Act, 2013 for the merger of Rajyalakshmi Healthcare Private Limited (Transferor Company), with Sarvejana Healthcare Private Limited (Transferee Company), a material subsidiary of the Company.**

With reference to our earlier disclosure dated 23<sup>rd</sup> July 2024, regarding approval of the scheme of amalgamation between Rajyalakshmi Healthcare Private Limited (the Transferor Company) with Sarvejana Healthcare Private Limited (the Transferee Company), by the respective Board of Directors of these Companies.

We wish to inform that the proposed scheme of amalgamation has been confirmed by the Regional Director (South-East Region) vide order No. 3/Tel/38/RD(SER)/CAA-11/Sarvejana/233/2024/6574, dated 19/02/2025.

The certified order copy in Form CAA-12 was received by the Company on 01/03/2025 which is enclosed as “**Annexure-1**”.

Please take the above submission on record.

Thanking You,  
Yours truly

**For Krishna Institute of Medical Sciences Limited**

NAGAJAYAN Digitally signed by  
THI JUTTUR NAGAJAYANTHI  
JUTTUR  
RAGHAVEND RAGHAVENDRA DAS  
Date: 2025.03.02  
RA DAS 10:58:32 +05'30'

**Nagajayanthi J.R**  
**Company Secretary & Compliance Officer**

**Enclosure: As above**



भारत सरकार  
GOVERNMENT  
OF INDIA



MINISTRY OF CORPORATE AFFAIRS/ कारपोरेट कार्य मंत्रालय  
OFFICE OF THE REGIONAL DIRECTOR/क्षेत्रीय निदेशक कार्यालय,  
SOUTHEAST REGION/दक्षिण पूर्व क्षेत्र,  
3<sup>rd</sup> Floor, Corporate Bhawan, GSI POST, NAGOLE, HYDERABAD-500 068  
तीसरी मंजिल, कॉर्पोरेट भवन, जी.एस.आई. डाक, नागोल, हैदराबाद -500 068

संदर्भ क्रमांक /Ref. No. 3/Tel/38/RD(SER)/CAA-11/Sarvejana/233/2024/ 6574 दिनांक/ Date: 19.02.2025  
To,

M/s. RAJYALAKSHMI HEALTHCARE PRIVATE LIMITED (Transferor Co.)  
Survey No-194/11, H.No 1-8-411 to 415, Prakash Nagar, Begumpet, Metro Pillar No C1327, Begumpet, Hyderabad, Secunderabad, Telangana - 500016.

M/s. SARVEJANA HEALTHCARE PRIVATE LIMITED (Transferee Co.)  
Survey No-194/11, H.No 1-8-411 to 415, Prakash Nagar Begumpet Metro Pillar No C1327, Begumpet, Hyderabad, Secunderabad, Telangana - 500016.

Sub: In the matter of Scheme of Amalgamation filed under Section 233 of the Companies Act, 2013 and the Rules made there under of M/s. RAJYALAKSHMI HEALTHCARE PRIVATE LIMITED - U85100TG2015PTC099232 (Transferor Company of Telangana) with M/s. SARVEJANA HEALTHCARE PRIVATE LIMITED - U85100TG2008PTC062090 (Transferee Company of Telangana) and their respective shareholders.

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Sir,

I am directed to refer to the subject matter and to enclose herewith the confirmation Order of Scheme of Merger/Amalgamation/Arrangement in Form No.CAA-12 (pursuant to Section 233 of the Companies Act, and Rule 25(5) the Companies (Compromises, Arrangements and Amalgamations) Rules 2016 dated \_\_.02.2025 along with the copy of the approved scheme. Please ensure that the Transferor Company and the Transferee Company shall file the order within 30 days from the date of receipt of this letter with the jurisdictional Registrar of Companies, as per Rule 25(7) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.

Yours faithfully,

*Kusum Yadav*

KUSUM YADAV/ कुसुम यादव

ASSISTANT DIRECTOR /सहायक निदेशक

**Copy for information & necessary action to:**

1. The Registrar of Companies, Ministry of Corporate Affairs, Hyderabad, Telangana is advised to make necessary entry regarding Transferor Company and Transferee Company immediately after filing of INC-28.
2. The Official Liquidator, Ministry of Corporate Affairs, Hyderabad, Telangana.

KUSUM YADAV/ कुसुम यादव

ASSISTANT DIRECTOR /सहायक निदेशक

FORM NO.CAA-12

[Pursuant to Section 233 and rule 25(5)]

No.3(Tel)/No.38/CAA-11/2024/(RD(SER)/Sec.233 of CA 2013  
Filed in e-Form RD-1 vide SRN: AB2239604 dated 23.12.2024

Confirmation Order of Scheme of Amalgamation

BETWEEN

RAJYALAKSHMI HEALTHCARE PRIVATE LIMITED

(Transferor Company of Telangana)

AND

SARVEJANA HEALTHCARE PRIVATE LIMITED

(Transferee Company of Telangana)

Pursuant to the provisions of Section 233 of the Companies Act, 2013, the Scheme of amalgamation of RAJYALAKSHMI HEALTHCARE PRIVATE LIMITED (Transferor Company of Telangana, having CIN: U85100TG2015PTC099232) with SARVEJANA HEALTHCARE PRIVATE LIMITED (Transferee Company of Telangana having CIN: U85100TG2008PTC062090) approved by their respective members and creditors as required under section 233(1)(b) and (d) of the Companies Act, 2013, is hereby confirmed subject to the following conditions:

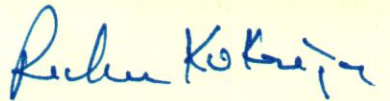
- (1) That the Transferee Company shall pay the difference of fee and stamp duty payable on increase of authorised capital after setting off fees paid by the Transferor Company on their authorised capital prior to its merger with Transferee Company in compliance with the provisions of Section 233 (11) of the Companies Act, 2013 and
- (2) The Transferor Company and the Transferee Company shall ensure the statutory compliances of all applicable laws and also on sanctioning of the present scheme, the Companies shall not be absolved of any of its statutory liability in any manner.
- (3) The scheme is considered with Appointed Date as 01.04.2024.

A copy of the approved scheme is attached to this order.

Encl: As above

Date: 19.02.2025  
Place : Hyderabad



  
ऋचा कुकरेजा/ RICHAKUKREJA  
कार्यालय क्षेत्रीय निदेशक (एस.ई.आर.)/  
REGIONAL DIRECTOR(S.E.R.)  
हैदराबाद /HYDERABAD

SCHEME OF AMALGAMATION

BETWEEN

RAJYALAKSHMI HEALTHCARE PRIVATE LIMITED  
(TRANSFEROR COMPANY)

AND

SARVEJANA HEALTHCARE PRIVATE LIMITED  
(TRANSFEEE COMPANY)

AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS  
(UNDER SECTION 233 OF THE COMPANIES ACT, 2013)

PREAMBLE

**A. PREAMBLE OF THE SCHEME**

This Scheme of amalgamation is presented under Section 233 and other applicable provisions of the Companies Act, 2013 and the rules made thereunder including any statutory modifications or re-enactments thereof, if any, and provides for the Amalgamation of Rajyalakshmi Healthcare Private Limited (hereinafter referred to as the "Transferor Company") with Sarvejana Healthcare Private Limited (hereinafter referred to as the "Transferee Company") on a going concern basis and the consequent cancellation of equity shares held by the Transferee Company in the Transferor Company and the dissolution of the Transferor Company without winding up.

The Scheme also provides for various other matters consequential to or otherwise integrally connected with the above in the manner provided for in this Scheme.

**B. DESCRIPTION OF THE COMPANIES**

**1.1 RAJYALAKSHMI HEALTHCARE PRIVATE LIMITED (TRANSFEROR COMPANY)**

RAJYALAKSHMI HEALTHCARE PRIVATE LIMITED, is a Private Limited Company incorporated on 05.06.2015 (Fifth Day of June, Two Thousand and Fifteen) in the State of Telangana. The present Corporate Identification Number (CIN) of the Company is U85100TG2015PTC099232. (Hereinafter referred to as the "Rajyalakshmi Healthcare /Transferor Company").

The registered office of the company is presently situated at Survey No-194/11, H.No 1-8-411 to 415, Prakash Nagar, Begumpet, Metro Pillar No C1327, Begumpet, Hyderabad, Secunderabad, Telangana, India, 500016.

The present main objects of the company are as follows:

1. To carry on the business of promoting, owning, running, administering, managing, investing in or establishing multi-specialty modern hospitals, dispensaries, nursing homes, clinics, laboratories, cord blood stem cell banks, pharmacies, maternity homes, child welfare and family planning centers in India and abroad and/or to act as consultants and advisors providing



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*Kusum Yadav*

**कुसुम यादव, आई.सी.एल.एस**  
**KUSUM YADAV, I.C.L.S**

सहायक निदेशक / Assistant Director

अरपोसेट कार्य मंत्रालय / Ministry of Corporate Affairs  
भारत सरकार / Govt. of India

क्षेत्रीय निदेशक (द.पु.के) / C/o Regional Directorate  
हैदराबाद, तेलंगणा स्टेट / Hyderabad, Telangana

technical know-how, technical and allied services for the establishment, operation and improvement of hospitals, medical centers, nursing homes, clinics, cord blood stem cell banks, maternity homes and laboratories in India and abroad.

2. To setup laboratories, purchase and acquire any equipment and instruments required for carrying out medical investigation and to educate and train medical students, nurses, hospital administrators and technicians for medical and paramedical faculties and to grant such certificates and recognition as the Company prescribe or deem fit from time to time and to construct and provide suitable boarding and lodging facilities primarily for patients and who accompany the patients admitted in the hospitals.
3. To establish, manage, operate, run and maintain Diagnostic and Therapeutic Medical Centers, Nursing Homes, mobile medical service centers, health clubs and any medical healthcare institutions and to establish modern nursing homes with all amenities attached to it, together with all clinical laboratories, X-Ray, pathological laboratory (Biological and Micro Biology), Blood Bank and other modern diagnostic services either on their own and/or through franchisees.

The authorized, issued, subscribed and paid-up share capital of Rajyalakshmi Healthcare as on 30<sup>th</sup> June, 2024, is as follows:

Particulars	Amount (in Rs.)
<b>Authorized Share Capital</b>	
1,00,00,000 Equity Shares of Rs. 10 each	10,00,00,000
6,80,00,000 0.01% optionally convertible redeemable preference shares of Rs.10 each	68,00,00,000
<b>Total</b>	<b>78,00,00,000</b>
<b>Issued, Subscribed and Paid up Capital</b>	
90,10,000 Equity Shares of Rs. 10 each	9,01,00,000
4,50,00,000 0.01% optionally convertible redeemable preference shares of Rs.10 each	45,00,00,000
<b>Total</b>	<b>54,01,00,000</b>

All the Equity Shares and Preference shares issued by the Transferor Company as above, are held by the Transferee Company i.e Sarvejana Healthcare Private Limited and its nominees. Accordingly, the Transferor Company is a wholly-owned subsidiary of the Transferee Company.

Subsequent to 30<sup>th</sup> June, 2024, there has been no change in the share capital of the Transferor Company.

#### 1.2 SARVEJANA HEALTHCARE PRIVATE LIMITED (TRANSFEREE COMPANY)

SARVEJANA HEALTHCARE PRIVATE LIMITED, is a Private Limited Company incorporated on 03.12.2008 (Third Day of December, Two Thousand and Eight) in the State of erstwhile Andhra Pradesh, Presently Telangana. The present Corporate Identification Number (CIN) of the Company is U85100TG2008PTC062090 (hereinafter referred to as the "Sarvejana Healthcare / Transferee Company").

The registered office of the company is presently situated at # Survey No-194/11, H.No 1-8-411 to 415, Prakash Nagar Begumpet Metro Pillar No C1327, Begumpet, Hyderabad, Secunderabad, Telangana, India, 500016 (hereinafter referred to as the "Transferee Company").



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*Kusum Yadav*

**कुसुम यादव, आई.सी.एल.एस**

**KUSUM YADAV, I.C.L.S**

**सहायक निदेशक / Assistant Director**

**असुरोस्टे कार्य मंत्रालय / Ministry of Corporate Affairs  
भारत सरकार / Govt. of India**

**क्षेत्रीय निदेशकालय (द.पु.के) / D/o Regional Director (S.D.)  
हैदराबाद, तेलंगणा स्टेट / Hyderabad, Telangana**

The present main objects of the company are as follows:

1. To carry on the business of promoting, owning, running, administering, managing, investing in or establishing multi-specialty modern hospitals, dispensaries, nursing homes, clinics, laboratories, cord blood stem cell banks, pharmacies, maternity homes, child welfare and family planning centers in India and abroad and/or to act as consultants and advisors providing technical know-how, technical and allied services for the establishment, operation and improvement of hospitals, medical centers, nursing homes, clinics, cord blood stem cell banks, maternity homes and laboratories in India and abroad.
2. To setup laboratories, purchase and acquire any equipment and instruments required for carrying out medical investigation and to educate and train medical students, nurses, hospital administrators and technicians for medical and paramedical faculties and to grant such certificates and recognition as the Company prescribe or deem fit from time to time and to construct and provide suitable boarding and lodging facilities primarily for patients and who accompany the patients admitted in the hospitals.
3. To establish, manage, operate, run and maintain Diagnostic and Therapeutic Medical Centers, Nursing Homes, mobile medical service centers, health clubs and any medical healthcare institutions and to establish modern nursing homes with all amenities attached to it, together with all clinical laboratories, X-Ray, pathological laboratory (Biological and Micro Biology), Blood Bank and other modern diagnostic services either on their own and/or through franchisees.

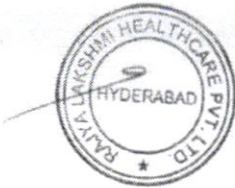
The authorized, issued, subscribed and paid-up share capital of Sarvejana Healthcare as on 30<sup>th</sup> June, 2024, is as follows:

Particulars	Amount (in Rs.)
<b>Authorized Share Capital</b>	
3,70,00,000 Equity Shares of Rs. 10 each	37,00,00,000
<b>Total</b>	<b>37,00,00,000</b>
<b>Issued, Subscribed and Paid up Capital</b>	
3,65,16,090 Equity Shares of Rs. 10 each	36,51,60,900
<b>Total</b>	<b>36,51,60,900</b>

Subsequent to 30<sup>th</sup> June, 2024, there has been no change in the share capital of the Transferee Company.

#### C. RATIONALE, OBJECTIVE & PURPOSE OF THE SCHEME

- 1.1 The Transferor Company is wholly owned subsidiary of the Transferee Company. In view of the significant growth in the business operations of the Transferee Company and to ensure better efficiencies, accelerated growth and improved profitability, the Board of Directors of the Transferor Company and the Transferee Company has decided to amalgamate the Transferor Company and the Transferee Company, so as to achieve the following benefits:
  - a) The amalgamation will enable the Transferee Company to consolidate its business, enhance the scale of operations, pooling of managerial, technical and financial resources of the Transferor Company and the Transferee Company, and optimum utilisation of various resources which in turn would enable the Transferee Company to participate more vigorously and profitably in an increasingly competitive and liberalised market and to diversify into high growth and profitable areas of business and achieve operational efficiency, synergy and operational rationalization.



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*Kusum Yadav*

**कुसुम यादव, आई.सी.एल.एस**  
**KUSUM YADAV, I.C.L.S**  
सहायक निदेशक / Assistant Director  
कारपोरेट कार्य मंत्रालय / Ministry of Corporate Affairs  
भारत सरकार / Govt. of India  
क्षेत्रीय निदेशकालय (द.पू.क्षेत्र) / O/o Regional Directorate (SER)  
राजराज, के.के.एल. रोड / Hyderabad, Tel.

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- b) Reduction in overheads including administrative and other expenditure, multiple records keeping and thus resulting in reduced expenditure and significant reduction in the multiplicity of legal and regulatory compliances required to be carried out by the Transferor Company and the Transferee Company.
- c) The combined entity with its strong financials, increased net worth, will have greater access to sources of funds, better credit rating and better access to bank credit and working capital resulting in increased competitiveness of the Transferee Company which will ultimately lead to greater productivity and economical operations for future growth of the Transferee Company as well as strengthening the value of all the stakeholders of the Company.

#### **D. SCOPE OF THE SCHEME**

The Scheme of Amalgamation provides for:

- 1.1 Amalgamation of Rajyalakshmi Healthcare Private Limited into Sarvejana Healthcare Private Limited.
- 1.2 Various other matters consequential to or otherwise integrally connected with the above in the manner provided for in the Scheme.
- 1.3 This Scheme of Amalgamation has been drawn up to comply with the conditions as specified under Section 2(1B) of the Income Tax Act, 1961, such that:
- a) All the properties of the Transferor Company, immediately before the amalgamation, shall become the properties of the Transferee Company, by virtue of amalgamation; and
- b) All the liabilities of the Transferor Company, immediately before the amalgamation, shall become the liabilities of the Transferee Company, by virtue of amalgamation.
- 1.4 Since the Transferee Company is the sole shareholder of the Transferor Company, the shares of the Transferee Company in the Transferor Company will stand canceled as a result of amalgamation.
- 1.5 If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section at a later date including resulting from a retrospective amendment of law or for any other reason whatsoever, the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income-tax Act, 1961. Such modification shall however not affect other parts of the Scheme.

#### **E. PARTS OF THE SCHEME**

This Scheme of Amalgamation is explained by dividing it into the following parts:

**Part I:** Deals with definitions

**Part II:** Deals with the amalgamation of the Transferor Company with the Transferee Company.

**Part III:** Deals with the general terms and conditions applicable to this Scheme.



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*Kusum Yadav*

**कुसुम यादव, आई.सी.एल.एस**  
**KUSUM YADAV, I.C.L.S**

**सहायक निदेशक / Assistant Director**

**अल्पसंख्यक कार्य मंत्रालय / Ministry of Corporate Affairs**  
**भारत सरकार / Govt. of India**

**क्षेत्रीय निदेशक (द.पू.वे) / O/o Regional Directorate (NER)**

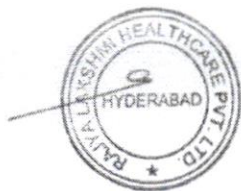
**हैदराबाद, तेलंगणा &C / Hyderabad, Telangana-68**

## PART I

### 1. DEFINITIONS

In this Scheme, unless repugnant to the subject or meaning or context thereof, the following expressions shall have the meaning attributed to them as below:

- 1.1 "Act" means the Companies Act, 2013 and shall include any statutory modification or re-enactment thereof and references to sections of the Act shall be deemed to mean and include reference to sections enacted in modification or replacement thereof.
- 1.2 "Amalgamation" means the blending of Rajyalakshmi Healthcare Private Limited into Sarvejana Healthcare Private limited
- 1.3 "Applicable Law(s)" means any statute, notification, bye-laws, rules, regulations, guidelines or common law, policy, code, directives, ordinance, Schemes, notices, orders or instructions enacted or issued or sanctioned by any Appropriate Authority including any modification or re-enactment thereof for the time being in force.
- 1.4 "Appointed Date" means the Date on which this Scheme shall become operative i.e 1<sup>st</sup> April, 2024 or such other date as may be approved by the Regional Director, South East Region at Hyderabad or such other competent authority having jurisdiction to sanction the Scheme.
- 1.5 "Board" or "Board of Directors" in relation to the Transferor Company and the Transferee Company, as the case may be, means the Board of Directors of the respective companies and includes any Committee of Directors or any person authorized by the Board of Directors or such Committee of Directors.
- 1.6 "Central Government" means the office of the Regional Director, Ministry of Corporate Affairs, South East Region having its office at 3<sup>rd</sup> Floor, Corporate Bhawan, Bandlaguda, Nagole, Tattiannaram Village, Hayat Nagar Mandal, Ranga Reddy District, Hyderabad-500 068 in the State of Telangana.
- 1.7 "Confirmation Order" means order sanctioning the scheme issued by the Central Government or National Company Law Tribunal (NCLT) as the case may be, under Section 233 of the Act.
- 1.8 "Effective Date" means the Date on which a certified copy of the order of the Regional Director, South East Region, Hyderabad sanctioning this Scheme is filed with the Registrar of Companies, Telangana by the Transferee Company. Any references in the Scheme to the phrase "upon the Scheme becoming effective" or "effectiveness of the Scheme" or "Scheme coming into effect" shall mean the "Effective Date".
- 1.9 "Governmental Authority" means any applicable Central, State or Local Government, Legislative Body, Regulatory or Administrative Authority, Registrar of Companies, office of the Official Liquidator, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction.
- 1.10 "Registrar of Companies" means the Registrar of Companies at Hyderabad for the State of Telangana.
- 1.11 "Scheme" or "Scheme of Amalgamation" means this Scheme of Amalgamation in its present form or with any modification(s) in accordance with the provisions hereof, imposed or approved or directed by the Board of Directors of the Transferor Company and the Transferee Company or by the members or creditors of the Companies involved and /or any other appropriate authority.



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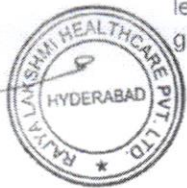


*Kusum Yadav*

**कुसुम यादव, आई.सी.एल.एस**  
**KUSUM YADAV, I.C.L.S**  
सहायक निदेशक / Assistant Director  
कॉर्पोरेट कार्य मंत्रालय / Ministry of Corporate Affairs  
भारत सरकार / Govt. of India  
निदेशक (द.पू.वे) / O/o. Regional Directorate (SEER)  
दरवाहा, तेलंगणा &C / Hyderabad, Telangana-08



- 1.12 "Shareholders" means the persons registered (whether registered owner of the shares or beneficial owner of the shares) as holders of equity shares of concerned Company as the context may require. The word "Shareholder" and "member" are used to denote the same meaning and are used interchangeably
- 1.13 "Transferor Company" means Rajyalakshmi Healthcare Private Limited, a Company incorporated under the provisions of the Companies Act, 2013, bearing CIN: U85100TG2015PTC099232 and having its registered office at Survey No-194/11, H.No 1-8-411 to 415, Prakash Nagar, Begumpet, Metro Pillar No C1327, Begumpet, Hyderabad, Secunderabad, Telangana, India, 500016.
- 1.14 "Transferee Company" means Sarvejana Healthcare Private Limited, a Company incorporated under the provisions of the Companies Act, 1956, bearing CIN: U85100TG2008PTC062090 and having its registered office at # Survey No-194/11, H.No 1-8-411 to 415, Prakash Nagar Begumpet Metro Pillar No C1327, Begumpet, Hyderabad, Secunderabad, Telangana, India, 500016.
- 1.15 "Tribunal" or "NCLT" means the National Company Law Tribunal at Hyderabad or such other tribunal or authority having jurisdictions to sanction the Scheme.
- 1.16 "Undertaking" shall mean and include:
- All the assets and properties, rights, title, benefits, entitlements and business of the Transferor Company as on the Appointed Date.
  - All the secured and unsecured debts, liabilities including reserves, short term or long term contingent liabilities or duties and obligations of the Transferor Company as on the Appointed Date.
  - Without prejudice to the generality of sub clauses (a) and (b) above, the undertaking shall include the whole of the undertaking of the Transferor Company, as a going concern, all the assets, properties, rights, titles, benefits, obligations and entitlements, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but without being limited to land and building (whether owned, leased or licensed), all fixed and movable plant and machinery, vehicles, fixed assets, work-in-progress, current assets, investments, deposits, reserves, provisions, funds, licenses, registrations, certificates, permissions, consents, approvals, concessions (including but not limited to sales tax concessions, excise duty, services tax or customs, value added tax and other incentives of any nature whatsoever), remissions, remedies, subsidies, guarantees, bonds, copyrights, patents, trade names, trademarks, goodwill and other rights and licenses in respect thereof, applications for copyrights, patents, trade names, trademarks, leases, leave and license agreements, tenancy rights, premises, ownership flats, hire purchase, lending arrangements, benefits of security arrangements, computers, insurance policies, office equipment, telephones, telexes, facsimile connections, internet connections, e-mail, communication facilities, website designing equipments, software development, equipments and installations and utilities, electricity, water and service connections, environmental clearances, benefits of all agreements, contracts and arrangements, powers, authorities, permits, allotments, approvals, consents, privileges, liberties, advantages, easements and all rights, title, interest, goodwill, benefit and advantage, benefit of deferred revenue expenditure, provisions, advances, receivables, funds, cash, bank balances, fixed deposits, accounts and all other rights, all statutory licenses, franchises, approvals, permissions, no-objection certificates, entitlements, subsidies, permits, grants, incentives, tax credits whether granted by state government or central government or any such other authority, (including but not limited to credits in respect of income-tax, tax on book profits, value added tax, sales tax, service tax, etc.), balances with all regulatory authorities, software licenses, domain / websites, etc in connection / relating to the Transferor Company and benefits of all contracts / agreements / leases (including, but not limited to, contracts / agreements with vendors, customers, government etc.) and other claims and powers of whatsoever nature and whosoever situated



*Kusum Yadav*

कुसुम यादव, आई.सी.एल.एस  
KUSUM YADAV, I.C.L.S  
सहायक निदेशक / Assistant Director  
अरफोरेट कार्य मंत्रालय / Ministry of Corporate Affairs  
भारत सरकार / Govt. of India  
प्रादेशिक निदेशकालय (द.पू.क्षेत्र) / No. Regional Directorate (SEPR)  
हैदराबाद, तेलंगाना ६८ / Hyderabad, Telangana ५०००१३

belonging or in the possession of or granted in favour or enjoyed by the Transferor Company, as on the Appointed Date.

- d) All employees engaged in the Transferor Company.
- e) All records, files, papers, information, computer programs, software applications, manuals, data, catalogues, quotations, advertising materials, lists of present and former customers, pricing information and other records, whether in physical form or electronic form of the Transferor Company.

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning as prescribed to them under the Act, Income Tax Act, 1961 and other applicable laws, rules and regulations, as the case may be, including any statutory modification(s), re-enactment(s) or amendment thereof from time to time.

## PART II

### AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFEREE COMPANY

#### 2. TRANSFER AND VESTING OF UNDERTAKING

##### 2.1 VESTING OF UNDERTAKING

With effect from the Appointed Date and upon the Scheme becoming effective, the entire business and undertaking of the Transferor Company comprising all assets and liabilities of whatsoever nature and wheresoever situated, shall, under the provisions of Section 233 and all other applicable provisions, if any, of the Companies Act, 2013 without any further act, instrument or deed, be and transferred to and vested in the Transferee Company as a going concern as contemplated by Section 2(1B) of the Income Tax Act, 1961 together with all the rights, titles, interests or obligations of the Transferor Company and subject to the charges existing thereon or on the said assets as on the Appointed Date.

##### 2.2 TRANSFER OF ASSETS AND LIABILITIES

- 2.2.1 All assets movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and delivery, including but not limited to computers and equipments, office equipments, machineries, software, products, websites, portals, inventories, cash in hand of the Transferor Company shall be so transferred, delivered or endorsed and delivered, as the case may be, to the Transferee Company, and shall upon transfer become the property and an integral part of the Transferee Company, without requiring any deed or instrument of conveyance for transfer of the same.
- 2.2.2 In respect of movables other than those specified above, including, outstanding loans and advances, Investments (whether current or non – current), trade receivables, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with government, semi-government, local and other authorities and bodies, customers and other persons, the same shall, without any further act, instrument or deed, be transferred to and stand vested in and /or be deemed to be transferred to and stand vested in the Transferee Company.
- 2.2.3 With effect from the Appointed Date and upon the Scheme becoming effective, all the properties or assets of the Transferor Company whether movable or immovable, being transferred pursuant to this Scheme, which are registered and standing in the name of Transferor Company shall be registered in the name of the Transferee Company and the name of the Transferor Company shall be substituted with the name of the Transferee Company in all such certificates of registration, endorsements, records and in revenue/mutation records in case of immovable properties by such appropriate authorities.



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*Kusum Yadav*

**कुसुम यादव, आई.सी.एल.एस**

**KUSUM YADAV, I.C.L.S**

**सहायक निदेशक / Assistant Director**

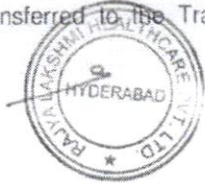
**कorporate कार्य मंत्रालय / Ministry of Corporate Affairs**

**भारत सरकार / Govt. of India**

**क्षेत्रीय निदेशक (ए.ए.डी.) / O/o. Regional Director (SER)**

**हयदराबाद, तेलंगणा &C / Hyderabad, Telangana-50**

- 2.2.4 With effect from the Appointed Date and upon the Scheme becoming effective, all the assets relating to the Transferor Company including all debts, liabilities, duties and obligations, including those arising on account of taxation laws and other allied laws and all the movable and immovable properties, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and/or in the control of or vested in or granted in favour of or enjoyed by the Transferor Company including but without being limited to fixed assets, capital work-in-progress, current assets, debts, receivables, reserves, deposits, provisions, funds, investments, powers, authorities, allotments, approvals, consents, licenses, permissions, registrations and other statutory licenses, contracts, engagements, arrangements, rights, titles, interest, quotas, software, technologies, trade names and other industrial or intellectual property rights of any nature whatsoever and licenses in respect thereof, privileges, liberties, easements, advantages, exemptions, benefits, leases, leasehold rights, tenancy rights, quota rights, permits, authorizations, right to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity, power lines, communication lines and other services, benefits of all agreements, various incentives, subsidies, grants, sales-tax, turnover tax, excise and all other interests arising to the Transferor Company and any accretions or additions thereto after the Appointed Date shall without any further act, instrument or deed be transferred to and vested in and / or be deemed to have been transferred and vested in the Transferee Company as going concern in the manner provided in this Scheme.
- 2.2.5 Upon this Scheme becoming effective, all debts, liabilities, duties and obligations of the Transferor Company shall, as on the Appointed Date, whether or not provided in the books of the Transferor Company, and all loans raised and utilized and all liabilities, duties and obligations incurred or undertaken by the Transferor Company on or 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 coming into effect this Scheme, without any further act, instrument or deed be and stand 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 and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or restructuring by virtue of which such secured and/or unsecured debts, liabilities, duties and obligations have arisen, in order to give effect to the provisions of this sub clause.
- 2.2.6 Where any such debts, liabilities, duties and obligations of the Transferor Company on the Appointed Date have been discharged by the Transferor Company on or after the Appointed Date and prior to the effective Date, such discharge shall be deemed to be for and on account of the Transferee Company upon the coming into effect of this Scheme.
- 2.2.7 With effect from the Appointed Date, all loans, advances and other obligations (including any guarantees or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Company and Transferee Company, shall stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the Transferee Company.
- 2.2.8 All liabilities and obligations arising out of banking facilities and guarantees executed by the Transferor Company in favour of third party shall become liability / obligation of the Transferee Company, which it undertakes to meet, discharge and satisfy.
- 2.2.9 With effect from the Appointed Date and upon the Scheme becoming effective, all statutory licenses, franchises, permissions, approvals or consents, entitlements, sanctions, permits, rights, privileges and licenses including rights arising from contracts, deeds, license instruments and agreements, if any, belonging to the Transferor Company shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be



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appropriately mutated by the statutory authorities concerned in favour of the Transferee Company upon the vesting and transfer of the undertaking of the Transferor Company pursuant to this Scheme. The benefit of all statutory and regulatory permissions, factory licenses, environmental approvals and consents, sales tax registrations or other licenses and consents, various incentives, subsidies, special status and other benefits or privileges enjoyed (including credit on account of tax on book profits, sales tax, excise duty, custom duty, service tax, value added tax and other incentives), granted by any government body, local authority or by any other person and availed by the Transferor Company shall vest in and become available to the Transferee Company pursuant to this Scheme.

2.2.10 All taxes (including, without limitation, income tax, sales tax, excise duty, customs duty, Service tax, VAT, etc) paid or payable by the Transferor Company in respect of the operations and/or profits of the undertaking of the Transferor Company before the Appointed Date, shall be on account of the Transferor Company and, in so far as it relates to the tax payment (including, without limitation, Income tax, sales tax, excise duty, customs duty, service tax, VAT, etc), whether by way of deduction at source, advance tax or howsoever, by Transferor Company in respect of the profits or activities or operations of the undertaking 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 any proceedings, be dealt with accordingly.

2.2.11 All tax assessment proceedings / appeals of whatsoever nature by or against the Transferor Company pending and/or arising at the Appointed Date and relating to the Transferor Company shall be continued and / or enforced until the Effective Date against the Transferor Company and from the Effective Date, the same shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company.

Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company into the Transferee Company or anything contained in the Scheme.

2.2.12 On and from the Effective Date, and thereafter, the Transferee Company shall be entitled to operate all bank accounts of the Transferor Company and realize all monies and complete and enforce all pending contracts and transactions and issue credit notes in respect of the Transferor Company in the name of the Transferee Company in so far as may be necessary until the transfer of rights and obligations of the Transferor Company to the Transferee Company under this Scheme have been formally given effect to such contracts and transactions.

2.2.13 For avoidance of doubt and without prejudice to the generality of the applicable provisions of the Scheme, it is clarified that with effect from the Effective Date and till such time that the name of the bank accounts of the Transferor Company would be replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company in the name of the Transferor Company in so far as may be necessary. All cheques and other negotiable instruments, payments 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 be credited to the account of the Transferee Company, if presented by the Transferee Company. The Transferee Company shall be allowed to maintain bank accounts in the name of the Transferor Company for such time as may be determined to be necessary by the Transferee Company for presentation and deposition of cheques and pay orders that have been issued in the name of the Transferor Company.

2.2.14 The Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds, writings, confirmations or notices with, or in favour of, any other party to any contract or arrangement to which the Transferor Company is party or any writings as may be necessary to be executed in order to give formal effect to the provisions of the Scheme. The Transferee



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Company shall, under the provisions of the Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company and to implement or carry out all such formalities or compliances referred to above fro and on behalf of the Transferor Company.

### 3 MORTGAGES AND CHARGES

- 3.1 All the existing securities, charges, hypothecation and mortgages over the assets and properties of the Transferee Company or any part thereof which relates to the liabilities and obligations of the Transferee Company prior to the Effective Date where , any reference in any security documents or arrangements, to which the Transferor Company is a party, wherein the assets of the Transferor Company have been or are offered or agreed to be offered as security for any financial assistance or obligations shall continue to relate to only such properties and shall not extend to attach to any of the assets and properties of the Transferor Company transferred to and vested in the Transferee Company by virtue of this Scheme.
- 3.2 All the existing securities, mortgages, charges, encumbrances or liens, if any, as on the Appointed Date and created by the Transferor Company after the appointed Date, over the assets comprised in the undertaking or any part thereof transferred to the Transferee Company by virtue of this Scheme and in so far such securities, mortgages, charges, encumbrances or liens secure or relate to liabilities of the Transferor Company, the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereto which they are related or attached prior to the Effective Date and are transferred to the Transferee Company.
- 3.3 It is clarified that unless otherwise determined by the Board of Directors of the Transferee Company, in so far as the borrowings / debts and assets comprising the Transferor Company are concerned:
- The security or charge, if any existing or created in future before the effective date, for the loans or borrowings of the Transferor Company shall, without any further act or deed continue to relate to the said assets after the Effective Date; and
  - The assets of the Transferee Company shall not relate to or be available as security in relation to the said borrowings of the Transferor Company.

### 4. LEGAL PROCEEDINGS

- 4.1 With effect from the Appointed Date and upon the Scheme becoming effective, all suits, actions and other proceedings including legal and taxation proceedings (including before any statutory or quasi-judicial authority or tribunal) of whatsoever nature by or against the Transferor Company pending and/or arising prior to or after the Appointed Date shall not abate or be discontinued or be prejudicially affected in any way by reason of the Scheme but shall be continued, prosecuted and enforced, as the case may be, by or against the Transferee Company, in the same manner and to the same extent as they would or might have continued, prosecuted and enforced by or against the Transferor Company.
- 4.2 On and from the Effective Date, the Transferee Company undertakes to deal with all legal or other proceedings, initiated by or against the Transferor Company and pending on the Effective Date, transferred to its name and to have such proceedings continued, prosecuted and enforced by or against the Transferee Company, as the case may be.
- 4.3 In case of any litigations, suits, recovery proceedings which are to be initiated or to be initiated against the Transferor Company after the Appointed Date, the Transferee Company shall be made party thereto and any payment and expenses made thereto shall be the liability of the Transferee Company.



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5. **CONTRACT, DEEDS AND OTHER INSTRUMENTS**

- 5.1 Upon coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements, insurance policies, leave and license agreements, licenses, engagements, certificates, benefits, privileges, entitlements, grants, sanctions, permissions, consents, approvals, concessions, any Schemes under which the Transferor Company is registered with the government or any other authorities and incentives (including but not limited to benefits under the Income-Tax Act, 1961, service tax, and other laws), remissions, remedies, subsidies, guarantees, licences and other instruments, if any, of whatsoever nature, to which the Transferor Company is party or to the benefit or which the Transferor Company may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall continue in full force and effect on or against or in favor, as the case may be, of the Transferee Company, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto or thereunder.
- 5.2 With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licences, permissions or approvals or consents required to carry on the operations of the Transferor Company shall stand vested in or transferred to the Transferee Company without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Transferee Company. The benefit of all such statutory and regulatory permissions, licences, approvals and consents including statutory licences, approvals, permissions or approvals or consents required to carry on the operations of the Transferor Company shall vest in and become available to the Transferee Company pursuant to the Scheme.
- 5.3 The Transferee Company shall enter into and /or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements or confirmations, to which the Transferor Company will, if necessary, also be a party in order to give formal effect to the provisions of this Scheme if so required or if so considered necessary. The Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.

6. **SAVING OF CONCLUDED TRANSACTIONS**

- 6.1 Subject to the terms of the Scheme, the transfer and vesting of the undertaking of the Transferor Company under Clause 2 above and the continuation of the legal proceedings by or against the Transferee Company under Clause 4 above and the effectiveness of the contracts and deeds under Clause 5 above shall not affect any transactions or proceedings or contracts or deeds already concluded by the Transferor Company on or before the Appointed Date and after the Appointed Date till the Effective Date, to the end and intend that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Company in respect thereto as done and executed on behalf of itself.

7. **STAFF, WORKMEN AND EMPLOYEES OF THE TRANSFEROR COMPANY**

- 7.1 Upon the coming into effect of this Scheme, all staff, workmen and employees of the Transferor Company in service as on the Appointed Date, shall become the staff, workmen and employees of the Transferee Company and on the terms and conditions not less favorable than those on which they are engaged by the Transferor Company and without any break or interruption in service as a result of amalgamation of the Transferor Company with the Transferee Company and the terms and conditions of their employment with the Transferee Company shall not be less favourable than those applicable to them with reference to the Transferor Company on the Effective Date.



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7.2 It is expressly provided that, in so far as the Gratuity Fund, Provident Fund, Super Annuation Fund, if applicable, Employee's State Insurance Corporation Contribution, Labour Welfare Fund or any other Fund created or existing for the benefit of the staff, workmen and employees of the Transferor Company is concerned, upon the Scheme coming into effect, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such fund or funds shall become those of the Transferee Company and all the rights, duties and benefits of the employees of the Transferor Company under such Funds and Trusts shall be protected, subject to the provisions of law for the time being in force. It is clarified that the services of the staff, workmen and employees of the Transferor Company will be treated as having been continuous for the purpose of the said Fund or Funds.

7.3 In so far as the Provident Fund, Gratuity Fund, Superannuation Fund, if applicable, or other Special Scheme(s) / Fund(s) created or existing for the benefit of the employees of the Transferor Company are concerned upon the coming into effect of this Scheme, balances lying in the accounts of the employees of the Transferor Company in the said funds as on the Effective Date shall stand transferred from the respective trusts / funds of the Transferor Company to the corresponding trusts / funds set up by the Transferee Company.

#### 8. TRANSACTIONS BETWEEN APPOINTED DATE AND EFFECTIVE DATE

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

8.1 The Transferor Company shall carry on and be deemed to have carried on its business and activities and shall hold and stand possessed of and shall be deemed to hold and stand possessed of all its estates, assets, rights, title, interest, authorities, contracts, investments and strategic decisions for and on account of, and in trust, for the Transferee Company and shall account for the same to the Transferee Company.

8.2 All liabilities debts, duties, obligations which arise or accrue on or after the Appointed Date shall be deemed to be the debts, liabilities, duties and obligations of the Transferee Company.

8.3 The Transferor Company shall carry on its business with reasonable diligence and business prudence and except in the ordinary course of business, the Transferor Company shall not, without the prior written consent of the Board of Directors of the Transferee Company or pursuant to any pre-existing obligation sell, transfer or otherwise alienate, charge, mortgage, encumber or otherwise deal with, or dispose off, any of the assets of the undertaking of the Transferor Company or any part thereof.

8.4 With effect from the Effective Date, the Transferee Company shall suitably integrate the business being carried on by the Transferor Company into its business.

8.5 All profits or incomes accruing or arising to the Transferor Company and losses or expenditure arising or incurred by the Transferor Company (including but not limited to advance tax, tax deducted at source, Minimum Alternate Tax credit, if any, accruing or paid in relation to any profits or income) for the period commencing from the Appointed Date, shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure (including taxes), as the case may be, of the Transferee Company and shall be available to the Transferee Company for being disposed off in any manner as it thinks fit.



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- 8.6 Any of the rights, powers, authorities or privileges exercised by the Transferor Company shall be deemed to have been exercised by the Transferor Company for and on behalf of, and in trust for and as an agent of the Transferee Company. Similarly any of the obligations, duties and commitments that have been undertaken or discharged by the Transferor Company shall be deemed to have been undertaken or discharged for and on behalf of and as an agent for the Transferee Company.
- 8.7 The Transferee Company shall also be entitled, pending the sanction of the Scheme, to apply to any Government authority, if required, under any law for such consents and approvals which the Transferee Company may require to carry on the business of the Transferor Company;
- 8.8 The Transferee Company shall not make any modification to their capital structure either by an increase (by issue of right shares, bonus shares, convertible debentures or otherwise), decrease, reclassification, sub-division or re-organization or in any other manner, whatsoever, except by mutual consent of the Board of Directors of the Transferor Company and the Transferee Company.
- 8.9 It is clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent / approval also to the ancillary and incidental alterations, if any, to be carried out to the Memorandum of Association of the Company as may be required under the Act and there would be no further requirement of obtaining the members approval for such alterations arising pursuant to the sanctioned Scheme.

**9. CONSIDERATION**

- 9.1 Since the Transferor Company is a wholly-owned subsidiary of the Transferee Company, upon the Scheme being effective, in consideration of the transfer and vesting of the Undertaking of the Transferor Company in terms of the Scheme, no shares will be issued / allotted under the Scheme by the Transferee Company to any person. All the Equity shares issued by the Transferor Company and held by the Transferee Company and its nominees in the Transferor Company shall stand cancelled and extinguished.
- 9.2 The investments of Transferee Company in the shares of the Transferor Company, as appearing on the Asset side of the Balance Sheet of Transferee Company, without any further act or deed, stand cancelled to the extent of the book value of the equity shares of the Transferor Company.
- 9.3 On completion of the Scheme, all equity shares of the Transferor Company held by Transferee Company, shall stand cancelled and the share certificates held by the Transferee Company, shall be destroyed.

**10. MEGER AND RECLASSIFICATION OF AUTHORIZED SHARE CAPITAL OF THE TRANSFEROR COMPANY INTO THE TRANSFEE COMPANY**

- 10.1 As an integral part of the Scheme and upon coming into effect of this Scheme and upon the transfer and vesting of the Transferor Company into Transferee Company, the entire Authorized Share Capital of the Transferor Company amounting to Rs. 78,00,00,000/- divided into 1,00,00,000 Equity Shares of Rs. 10 each and 6,80,00,000 0.01% optionally convertible redeemable preference shares (OCRPS) of Rs.10 each shall stand merged with the Authorized Share Capital of the Transferee Company.
- 10.2 Accordingly, upon this Scheme becoming effective, the authorized share capital of the Transferee Company in terms of its Memorandum of Association shall automatically stand increased to Rs. 1,15,00,00,000/- (Rupees One hundred and fifteen Crore only) divided into 4,70,00,000 (Four Crore Seventy Lakh) Equity shares of Rs.10/-each (Rupees Ten only), and 6,80,00,000 0.01% optionally convertible redeemable preference shares (OCRPS) of Rs.10



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each without any further act, instrument or deed on the part of the Transferee Company, including payment of stamp duty and fees payable to the Registrar of Companies, Telangana.



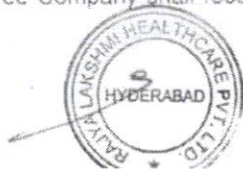
The Memorandum of Association and Articles of Association of the Transferee Company shall stand altered, modified and amended and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purpose of effecting this amendment for increase, and no further resolutions under Sections 13, 61 and 64 or any other applicable provisions under the Companies Act, 2013 would be required to be separately passed. For this purpose, the fee and stamp duty already paid by the Transferor Company on its Authorized share capital shall be utilized and applied to the increased Authorized share capital of the Transferee Company and shall be deemed to have been so paid by the Transferee Company on such combined Authorized Share capital and accordingly upon the scheme coming into effect, the Transferee company, in accordance with the provisions of the Companies Act, 2013 read with rules made there under, will file an application with the Registrar of companies, Telangana, indicating the revised Authorised capital and will pay the prescribed fee due on revised capital. However, the fee paid, if any, by the Transferor Company on their authorized capital prior to its merger or amalgamation with the Transferee Company shall be set-off against the fees payable by the Transferee Company on its authorized capital enhanced by the merger or amalgamation..

- 10.3 It is clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent / approval also to the Memorandum of Association and Articles of Association of the Transferee Company as may be required under the Act and Clause V of the Memorandum of Association of the Transferee Company shall stand altered accordingly.
- 10.4 Clause V of the Memorandum of Association of the Transferee Company shall, without any further act, instrument or deed be altered and amended pursuant to Section 61 or any other applicable provisions under the Companies Act, 2013 be deleting the existing clause and replacing it by the following clause:
- V. The Authorised share capital of the company is Rs. 1,15,00,00,000/- (Rupees One hundred and fifteen Crore only) divided into 4,70,00,000 (Four Crore Seventy Lakh) Equity shares of Rs.10/-each (Rupees Ten only), and 6,80,00,000 0.01% optionally convertible redeemable preference shares of Rs.10 each with rights, privileges and conditions attached thereto as or provided by the regulations of the Company for the time being with power to increase or reduce the Capital of the Company and to divide the shares in the Capital for the time being into several classes and to attach thereto respectively subject to the laws for the time being into several classes and to attach thereto respectively subject to the laws for the time being such preferential, deferred or special rights, privileges or conditions as may be determined by or in accordance with the regulation of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the company subject to the provisions of the Companies Act, 2013.

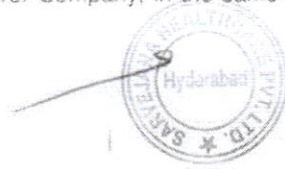
**11. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEREE COMPANY FOR THE MERGER OF TRANSFEROR COMPANY WITH THE TRANSFEREE COMPANY**

Notwithstanding anything else contained in the Scheme, the Transferee Company shall account for the amalgamation of the Transferor Company in its books of accounts in accordance with Indian Accounting Standards (Ind AS) notified under Section 133 of the Companies Act, 2013, under the Companies (Indian Accounting Standard) Rules, 2015, as may be amended from time to time, and the date of such accounting treatment would be in accordance with the applicable Ind AS:

- 11.1 The Transferee Company shall record the assets and liabilities, if any, of the Transferor Company vested in it pursuant to this Scheme, at the carrying values as appearing in the consolidated financial statements of the Transferee Company;
- 11.2 The identity of the reserves pertaining to the Transferor Company shall be preserved and the Transferee Company shall record the reserves of the Transferor Company, in the same form



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*Kusum Yadav*

**कुसुम यादव, आई.सी.एल.एस**  
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कorporate कार्य मंत्रालय / Ministry of Corporate Affairs  
भारत सरकार / Govt. of India  
क्षेत्रीय निदेशकालय (ए.पी.ओ) / O/o. Regional Directorate (SER)  
हैदराबाद, तेलंगाना ६८ / Hyderabad, Telangana-68



transactions would stand cancelled and be treated as null and void without any further act on the part of the Transferor Company and the Transferee Company. Further, TDS/TCS deposited, TDS certificates issued or TDS returns filed by the Transferor Company other than inter se transactions between the Appointed Date and the Effective Date shall continue to hold good as if such TDS/TCS amounts were deposited, TDS certificates were issued or TDS/TCS

returns were filed by the Transferee Company. Any TDS deducted by the Transferee Company on inter se transactions with the Transferor Company will be treated as Advance Tax deposited by the Transferee Company.

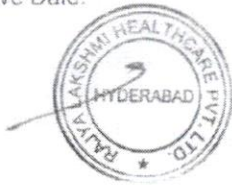
- 12.4 Upon the Scheme becoming effective, any Service Tax, VAT, Excise duty, Central Sales Tax, Entry Tax or any other tax charged by, for, or on behalf of the Transferor Company on inter se transactions and on which CENVAT credit or any input tax credit is not available or has not been claimed by the Transferor Company, shall be treated as aforesaid taxes paid by the Transferee Company.
- 12.5 The Transferee Company is expressly permitted to file or revise its Income Tax, TDS/TCS, Service Tax, VAT, Excise, Entry Tax, Professional Tax or any other returns, statements, documents, upon the Scheme becoming effective, and where necessary to give effect to the Scheme, even if the prescribed time limits for filing or revising such returns have lapsed. The Transferee Company is expressly permitted to amend, if required, its TDS/TCS or other statutory certificates and shall have the right to claim refunds, tax credits, set-offs and/or adjustments relating to its income or transactions entered into by it with effect from the Appointed Date. The taxes or duties paid by, for, on behalf of the Transferor Company relating to the period on or after the Appointed Date shall be deemed to be the taxes or duties paid by the Transferee Company and the Transferee Company shall be entitled to claim credit or refund for such taxes or duties paid.
- 12.6 Any refund under the Income-tax Act, 1961, Wealth-tax Act, 1957, service tax laws or other applicable laws / regulations dealing with taxes/ duties / levies tax due to 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.
- 12.7 Any tax liabilities under the Income-tax Act, 1961, service tax laws, customs law or other applicable laws/ regulations dealing with taxes/ duties / levies of the Transferor Company to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date, if any, shall be transferred to Transferee Company.
- 12.8 Obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company under the Income-tax Act, 1961, service tax laws, or other applicable laws / regulations dealing with taxes/ duties / levies shall be made or deemed to have been made and duly complied with by the Transferee Company.

### PART III

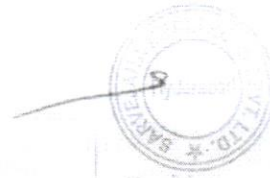
#### GENERAL TERMS AND CONDITIONS APPLICABLE TO THIS SCHEME

#### 13. OPERATIVE DATE OF THE SCHEME

The Scheme set out herein in its present form or any modifications approved or directed by the Board of Directors of the Transferor Company and the Transferee Company or by the members or creditors of the Companies involved or by the Regional Director, South East Region, Hyderabad or any other appropriate authority, unless otherwise specified in the Scheme, shall be operative from the Appointed Date i.e 01.04.2024 but shall be effective from the Effective Date.



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*Kusum Yadav*

**कुसुम यादव, आई.सी.एल.एस**  
**KUSUM YADAV, I.C.L.S**  
सहायक निदेशक / Assistant Director  
कार्पोरेट कार्य मंत्रालय / Ministry of Corporate Affairs  
भारत सरकार / Govt. of India  
क्षेत्रीय निदेशक (द.पू.क्षेत्र) / O/o. Regional Directorate (SER)  
हैदराबाद, तेलंगाना ६८ / Hyderabad, Telangana-50

14. **IMPACT OF THE SCHEME ON CREDITORS**

This Scheme of Amalgamation, if approved by Regional Director, South East Region, Hyderabad or any other appropriate authority, shall not have any adverse impact on the Creditors whether secured or unsecured, of the Transferor Company and the Transferee Company.

15. **DISSOLUTION OF THE TRANSFEROR COMPANY**

Upon the coming into effect of the Scheme, the Transferor Company shall, without any further act or deed shall stand dissolved without going through the process of winding up as per the provisions of the Act and the Rules made thereunder.

16. **APPLICATION TO THE REGIONAL DIRECTOR, SOUTH EAST REGION, HYDERABAD**

The Transferor Company and the Transferee Company with all reasonable diligence hereto shall make necessary applications, affidavits, petitions, etc before the Regional Director, South East Region, Hyderabad or any other competent authority having jurisdiction over the Scheme, as the case may be, for obtaining sanction to this Scheme of Amalgamation under Section 233 of the Companies Act, 2013 and for dissolution of the Transferor Company without winding up under the provisions of law.

17. **MODIFICATIONS/AMENDMENTS TO THE SCHEME**

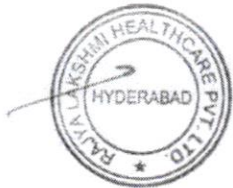
17.1 The Transferor Company (by its Directors) and the Transferee Company (by its Directors):

- (i) may assent to any modification or amendment to the Scheme or of any conditions or limitations which any appropriate authorities under law may deem fit to direct or impose;
- (ii) may give such directions and / or may assent to any modification or amendment which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise for implementing and / or carrying out the Scheme or in regard to and of the meaning or interpretation of this Scheme or implementation thereof;
- (iii) may do all acts, deeds, matters and things as may be necessary, desirable or expedient for giving effect to the Scheme, and the aforesaid modifications, amendments and terms and conditions or review the position relating to the satisfaction of the conditions of this Scheme and if necessary, waive any of such conditions (to the extent permissible under law) for bringing this Scheme into effect;
- (iv) may also in their full and absolute discretions, withdraw or abandon the Scheme at any stage of the proceedings.

18. **CONDITIONALITY OF SCHEME**

The Scheme is conditional upon and subject to the following:

- 18.1 The Scheme being agreed to by the requisite majority of the Shareholders and Creditors of the Transferor Company as required under the Act.
- 18.2 The Scheme being agreed to by the requisite majority of the Shareholders and Creditors of the Transferee Company as required under the Act.
- 18.3 The Scheme being sanctioned by the Regional Director, South East Region, Hyderabad or such other competent authority under Section 233 and other applicable provisions of the Companies Act, 2013.



*Kusum Yadav*

**कुसुम यादव, आई.सी.एल.एस**  
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कorporेटेड कार्य मंत्रालय / Ministry of Corporate Affairs  
भारत सरकार / Govt. of India  
रीजियल निदेशक (द.पू.रे) / J/o. Regional Directorate (SER)  
हैदराबाद, तेलंगणा ६८ / Hyderabad, Telangana - 500002

18.4 The Certified copy of the order sanctioning the Scheme being filed with the Registrar of Companies, Telangana.

19. **EFFECT OF NON-RECEIPT OF APPROVALS**

In the event of any of the said sanctions and approvals referred above not being obtained and/ or complied with and/ or satisfied (unless otherwise decided by the Board of Directors) and/ or this Scheme not being sanctioned by the Regional Director, South East Region, Hyderabad or such other competent authority under the applicable provisions of the Act, as may be applicable, and/or the order not being passed as aforesaid before 31<sup>st</sup> March, 2025 or within such further period as may be agreed upon by the Transferor Company and the Transferee Company, this Scheme shall stand revoked, cancelled and be of no effect, 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 the applicable law. Each party shall bear its respective costs, charges and expenses in connection with the Scheme unless otherwise mutually agreed.

20. **RESOLUTIONS**

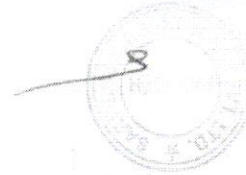
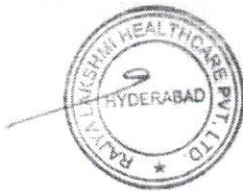
Upon coming into effect of the Scheme, the resolutions, if any, of the Transferor Company, which are valid and subsisting on the Effective Date be considered as resolutions of the Transferee Company and any approvals obtained by the Transferor Company from its shareholders under the provisions of Section 180, Section 185, Section 186, Section 188 and other provisions of the Act and which are valid and subsisting on the Effective Date, shall continue to be valid and be considered as resolutions of the Transferee Company if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

21. **SEVARABILITY**

If any part 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 Transferee Company, affect the validity or implementation of the other parts and / or provisions of this Scheme.

22. **EXPENSES CONNECTED WITH THE SCHEME**

Subject to the provisions of the Scheme, all costs, charges and expenses (including, but not limited to, any taxes and duties, stamp duty, registration charges, etc) of/payable by the Transferor Company and the Transferee Company respectively in relation to or in connection with this Scheme and incidental to the completion of the amalgamation of the Transferor Company with the Transferee Company shall, except as specifically provided herein, be borne and paid by the Transferee Company.



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*Kusum Yadav*

**कुसुम यादव, आई.सी.एल.एस**  
**KUSUM YADAV, I.C.L.S**

**अहायक निदेशक / Assistant Director**

**कॉर्पोरेट कार्य मंत्रालय / Ministry of Corporate Affairs**  
**भारत सरकार / Govt. of India**

**क्षेत्रीय निदेशक (द.पू.क्ष) / Jt.Regional Director (SE)**

**Hyderabad, Telangana-68**