

**Date: 12.01.2024**

To,

The Listing Department  
The National Stock Exchange of India Ltd.  
Exchange Plaza, Bandra-Kurla Complex  
Bandra (E), Mumbai-400051.  
Fax Nos. 022-26598236/237/238

The Listing Department  
Bombay Stock Exchange Limited  
Phiroze Jeejeebhoy Towers,  
25th Floor, Dalal Street  
Mumbai-400001  
Fax No. 022-22722061/41/39

**Sub: Clarification Letter for changes to the Draft Scheme of Amalgamation. Disclosure under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.**

**Ref: Intimation under Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.**

Dear Sir/ Ma'am,

This is in continuation of earlier Disclosures submitted for the Board Meeting held on 01<sup>st</sup> November, 2023 ("**Board Resolution**") regarding approval of the Draft Scheme of Amalgamation ("**Scheme**"). This is to inform you that pursuant to subsequent discussions with the Statutory Auditors, we have incorporated certain clarificatory changes in the Accounting Treatment detailed in the Scheme under paragraph 10.1 and 17.1. The clarificatory changes have been made and incorporated in accordance with the authorisation in Board Resolution read with paragraph 24 of the Scheme.

Pursuant to Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with (i) Circular No. CIR/CFD/CMD/4/2015 dated 09th September 2015; and (ii) Circular No. CFD/DIL3/CIR/2017/21 dated 10th March 2017, please find enclosed the updated Draft Scheme, for your records. All other contents and clauses of the Scheme remain unchanged.

We would like to inform you that till date the Scheme has not been filed before the National Company Law Tribunal, Mumbai Bench, Mumbai and the filings are expected to be completed shortly. You are kindly requested to take this on record.

Thank You,  
Yours Sincerely,

For **Syrma SGS Technology Limited**

**Jasbir Singh Gujral**  
Managing Director  
DIN: 00198825  
Place: Gurgaon

*Encl:*

1. Disclosure under Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015;
2. Copy of the amended Scheme of Amalgamation.

**Disclosure under Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015****Revised Clause****10. Accounting Treatment****10.1. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEROR COMPANY - 2**

Upon the Scheme becoming effective, the amalgamation of the Transferor Company-1 with the Transferor Company-2 will be accounted for in the following manner:

10.1.1. The amalgamation shall be accounted for in accordance with the 'Pooling of Interest Method' of accounting as laid down in Appendix C, "Amalgamation in the nature of Business Combination of entities under common control" of IND AS 103, 'Business Combinations' as prescribed under Section 133 of the Companies Act, 2013 read with relevant rules framed thereunder and other accounting principles generally accepted in India as under:

10.1.2. The accounting treatment will be as under:

10.1.3. Upon the Scheme coming into effect and with effect from the Appointed Date, the Transferor Company-2 shall record all the assets, liabilities and reserves (if and to the extent applicable) of the Transferor Company - 1, vested in it pursuant to the Scheme, at their respective carrying amounts as would appear in the consolidated financial statements of the Transferor Company -2.

10.1.4. The goodwill or capital reserve (as applicable) on consolidation of the Transferor Company-1, if any, appearing in the consolidated financial statements of the Transferor Company-2, will continue to appear in the standalone financial statements of the Transferor Company-2 after giving effect to the Scheme.

10.1.5. Upon the Scheme becoming effective, all inter-company balances between Transferor Company-1 and Transferor Company-2, if any, shall stand cancelled without any further act or deed.

10.1.6. In case of any differences in accounting policies between the Transferor Company-1 and Transferor Company-2, the accounting policies followed by the Transferor Company-2 shall prevail and the difference shall be adjusted in appropriate reserve of the Transferor Company-2 to ensure that the financial statements reflect the financial position on the basis of consistent accounting policies.

10.1.7. On the Scheme becoming effective, the financial statements of Transferor Company-2 (including comparative period presented in the financial statement of Transferor Company-2) shall be restated for the accounting impact of Amalgamation, as stated above, as if the amalgamation had occurred from the beginning of the said comparative period presented.

10.1.8. Notwithstanding the above, in the event, subsequent to the filing of the Scheme, there are changes to any Ind AS's or Generally Accepted Accounting Principles, the Board of Directors of the Transferor Company-2 may make suitable adjustments to the accounting treatment detailed above in order to comply with such amended/revised Ind AS's or Generally Accepted Accounting Principles.

## **17. Accounting Treatment**

### **17.1. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEREE COMPANY**

Upon the Scheme becoming effective, the amalgamation of the Transferor Company-2 with the Transferee Company will be accounted for in the following manner:

17.1.1. The amalgamation shall be accounted for in accordance with the 'Pooling of Interest Method' of accounting as laid down in Appendix C, "Amalgamation in the nature of Business Combination of entities under common control" of IND AS 103, 'Business Combinations' as prescribed under Section 133 of the Companies Act, 2013 read with relevant rules framed thereunder and other accounting principles generally accepted in India as under:

17.1.2. The accounting treatment will be as under:

17.1.3. Upon the Scheme coming into effect and with effect from the Appointed Date, the Transferee Company shall record all the assets, liabilities and reserves (if and to the extent applicable) of the Transferor Company - 2, vested in it pursuant to the Scheme, at the carrying values as would appear in the consolidated financial statements of the Transferee Company.

17.1.4. Accordingly, the goodwill or capital reserve (as applicable) on consolidation of the Transferor Company-2 appearing in the consolidated financial statements of the Transferee Company, will continue to appear in the standalone financial statements of the Transferee Company after giving effect to the Scheme.

17.1.5. Upon the Scheme becoming effective, all inter-company balances between Transferor Company-2 and Transferee Company, if any, shall stand cancelled without any further act or deed.

17.1.6. In case of any differences in accounting policies between the Transferor Company-2 and Transferee Company, the accounting policies followed by the Transferee Company shall prevail and the difference shall be adjusted in appropriate reserve of the Transferee Company, to ensure that the financial statements reflect the financial position on the basis of consistent accounting policies.

17.1.7. On the Scheme becoming effective, the financial statements of Transferee Company (including comparative period presented in the financial statement of Transferee Company) shall be restated for the accounting impact of Amalgamation, as stated above, as if the amalgamation had occurred from the beginning of the said comparative period presented.

17.1.8. Notwithstanding the above, in the event, subsequent to the filing of the Scheme, there are changes to any Ind AS's or Generally Accepted Accounting Principles, the Board of Directors of the Transferee Company may make suitable adjustments to the accounting treatment detailed above in order to comply with such amended/revised Ind AS's or Generally Accepted Accounting Principles.

**SCHEME OF AMALGAMATION**

**AMONGST**

**SGS INFOSYSTEMS PRIVATE LIMITED  
(TRANSFEROR COMPANY-1)**

**AND**

**SGS TEKNIKS MANUFACTURING PRIVATE LIMITED  
(TRANSFEROR COMPANY-2)**

**AND**

**SYRMA SGS TECHNOLOGY LIMITED  
(TRANSFeree COMPANY)**

**AND**

**THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

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

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## PREAMBLE

### **A. Overview of the Scheme of Amalgamation**

- i. This Scheme of Amalgamation (hereinafter referred to as the “**Scheme**”) provides (i) in the first stage, merger and amalgamation of the entire Business and Undertaking of SGS Infosystems Private Limited (“**Transferor Company-1**”) into and with SGS Teknics Manufacturing Private Limited (“**Transferor Company-2**”) (ii) immediately thereafter in the second stage, amalgamation of the entire Business and Undertaking of [**Transferor Company -2 (Merged)**] into and with Syrma SGS Technology Limited (“**Transferee Company**”), pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Act read with Rule 18 and other applicable provisions of the Rules and Section 2(1B) of the Income Tax Act as applicable for the amalgamation.
- ii. The Transferor Companies and the Transferee Company are companies within the same group inasmuch as: (a) the Transferor Company-1 is the wholly owned subsidiary of the Transferor Company-2 since the Transferor Company-2 along with its nominees holds the entire share capital of the Transferor Company-1 as on the date of approval of this Scheme, and (b) the Transferor Company-2 is the wholly owned subsidiaries of the Transferee Company since the Transferee Company along with its nominees holds the entire share capital of the Transferor Company-2.
- iii. At the time of completion of first stage of the Scheme, the Transferor Company-2 shall not issue any shares under the Scheme. The existing shareholding of the Transferor Company-2 in Transferor Company-1 shall get cancelled and extinguished, pursuant to this Scheme.
- iv. At the time of completion of second stage of the Scheme, the Transferee Company shall not issue any shares under the Scheme. The existing shareholding of the Transferee Company in Transferor Company-2 (Merged) shall get cancelled and extinguished, pursuant to this Scheme.

- v. Additionally, this Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

**B. Description of Companies**

- i. SGS Infosystems Private Limited or Transferor Company-1 is a private limited company bearing CIN - U74900HR2012PTC052142 and incorporated on 25<sup>th</sup> June, 2012 under the provisions of the Companies Act, 1956. Currently, its registered office is situated at Unit No. 406, 4th Floor, Dalamal Tower Premises Co Co-operative Housing Society Ltd, Plot No. 211, Free Press Journal Marg, Nariman Point, Mumbai Maharashtra - 400 021. The registered office of the Transferor Company-1 was shifted from the State of Haryana to the State of Maharashtra within the jurisdiction of Registrar of Companies Mumbai post seeking the approval from by the Regional Director, Northern Region vide Order no AA4408150/13(4)/RD (NR)/2023/5729 dated 09 October 2023 with effect from 26 October 2023. The Transferor Company-1 is a wholly owned subsidiary of Transferor Company-2 as on the date of approval of this Scheme. The Transferor Company-1 is presently engaged in the business of providing advisory services in relation to electronic goods. The Permanent Account Number of Transferor Company-1 is AARCS6415R.

The main objects of Transferor Company-1 as provided in Clause III (A) of its Memorandum of Association are as under:

1. *“To manufacture, assemble, erect, install, import, export, equip, sell, trade, fabricate, design, distribute, repair, maintain, exchange, alter, sell on Equated monthly system or installment system or to construct, develop, enter into arrangement for setting up the same either in whole or in part or any other way to deal in all kinds of Electronics, Electronic Components, Electrical and Communication Equipments like Televisions Receiver Sets (both Colour and Black and White, Video cassette Recorders and Players, Multipliers and Players, Tape Recorders, tape recorder/Radios (Two-in-one) Stereo cassette Decks, Video games, calculators, Digital Products, Transmission, Players, Public address equipments and antennas of different*



*kinds, communication equipment, Satellite Equipment, M.A.T.V/C.A.T.V/T.V.R.O systems, Public safety Fire, Security Sensor equipments, Signal Receivers, transmitter receiving equipments, boots, apparatuses for generating, transmitting, receiving, recording, testing, reproducing, Storing, retrieving, amplifying, computing or otherwise processing audio visual and Data signals whether electronically, or by any other means for entertainment, business, Industrial, Medical and research purposes, Pattern Generators, Electronic Telephones, Electronic Toys, Paging System, Electronic Equipment for Automobiles and other Communication Network System and components/Accessories thereof, including micro process or thing and Micro computer systems, Computer software and ancillary equipments and data processing system , IT services and sub assemblies thereof and to act as consultants to engaged in such business/activities”.*

- ii. SGS Tekniks Manufacturing Private Limited or Transferor Company-2 is a private limited company bearing CIN - U31501HR2011PTC044475 and incorporated on 27<sup>th</sup> April 2011 under the provisions of the Companies Act, 1956. Currently its registered office is situated at Unit No. 406, 4th Floor, Dalamal Tower Premises Co Co-operative Housing Society Ltd, Plot No. 211, Free Press Journal Marg, Nariman Point, Mumbai Maharashtra - 400 021(. The Transferor Company-2 was incorporated as “SGS Tekniks Private Limited” under the Companies Act, 1956. The registered office address of the Transferor Company-2 was shifted from the State of Delhi to State of Haryana on 07<sup>th</sup> December, 2011. Thereafter, the name of the Transferor Company-2 was changed to “SGS Tekniks Manufacturing Private Limited” on 12<sup>th</sup> November, 2012. Subsequently, the registered office address of the Transferor Company-2 was shifted from the State of Haryana to the State of Maharashtra within the jurisdiction of Registrar of Companies Mumbai post seeking the approval from by the Regional Director, Northern Region vide Order no AA4437644/13(4)/RD(NR)/2023/5727 dated 09 October 2023 with effect from 26 October 2023. The Transferor Company-2 is a wholly owned subsidiary of the Transferee Company. The Transferor Company-2 is presently engaged in the business of manufacturing electronic goods and related services. The Permanent Account Number of Transferor Company-2 is AAPCS7981Q.

The main objects of Transferor Company-2 as provided in Clause III (A) of its Memorandum of Association are as under:

1. *“To manufacture, assemble, erect, install, import, export, equip, sell, trade, fabricate, design, distribute, repair, maintain, exchange, alter, sell on Equated monthly system or installment system or to construct, develop, enter into arrangement for setting up the same either in whole or in part or any other way to deal in all kinds of Electronics, Electronic Components, Electrical and Communication Equipments like Televisions Receiver Sets (both Colour and Black and White, Video cassette Recorders and Players, Multipliers and Players, Tape Recorders, tape recorder/Radios (Two-in-one) Stereo cassette Decks, Video games, calculators, Digital Products, Transmission, Players, Public address equipments and antennas of different kinds, communication equipment, Satellite Equipment, M.A.T.V/C.A.T.V/T.V.R.O systems, Public safety Fire, Security Sensor equipments, Signal Receivers, transmitter receiving equipments, boots, apparatuses for generating, transmitting, receiving, recording, testing, reproducing, Storing, retrieving, amplifying, computing or otherwise processing audio visual and Data signals whether electronically, or by any other means for entertainment, business, Industrial, Medical and research purposes, Patternn Generators, Electronic Telephones, Electronic Toys, Paging System, Electronic Equipment for ASutomobiles and other Communication Network System and components/Accessories thereof, including micro process or thing and Micro computer systems, Computer software and ancillary equipments and data processing system , IT services and sub assemblies thereof and to act as consultants to engaged in such business/activities.”.*
  
- iii. Syrma SGS Technology Limited or the Transferee Company is a listed public company bearing CIN - L30007MH2004PLC148165 and incorporated on 23<sup>rd</sup> August, 2004 under the provisions of the Companies Act, 1956. The shares of the Transferee Company are listed on the Bombay Stock Exchange and National Stock Exchange. The

Transferee Company was previously incorporated as a private limited company under the name of “Syrma Technology Private Limited” as per the provisions of Companies Act, 1956, however with the effect from 20<sup>th</sup> October 2021 the name of Transferee Company was changed to “Syrma SGS Technology Limited” vide a fresh certificate of incorporation issued by the RoC, State of Maharashtra. The Transferee Company currently has its registered office at Unit No. 601, 6<sup>th</sup> Floor, Floral Deck PL MIDC, Andheri (East) Mumbai MH 400093. The Transferee Company is presently engaged in the business of manufacturing various electronic sub-assemblies, assemblies and box builds, disk drives, memory modules, power supplies / adapters, fiber optic assemblies, magnetic induction coils and RFID products and other electronic products. The Permanent Account Number of Transferee Company is AAICS5745D.

The main objects of Transferee Company as provided in Clause III (A) of its Memorandum of Association are as under:

1. *“To carry on the business of designers and manufacturers, buyers, sellers, assemblers, exporters, importers, distributors, agents and dealers in Memory Chips, Memory Modules, PCB assemblies and other computer hardware and peripherals including floppy disc drives, hard disk drives and other storage products, printers, readers, magnetic or otherwise, CRT displays and terminals and all other electronic and communication equipments and parts components assemblies and subassemblies to be used in the computer and electronic industry including voice coils, voice coil actuator, assembly antenna coils, smart cards and Radio Frequency Identification Devices.*
2. *To carry on the business of designers and manufacturers, buyers, sellers, assemblers, exporters, importers, distributors, agents, Consultants and dealers of all kinds of hardware in Computers and electronics including recording heads, components such as resistors, capacitors and all kinds of semi-conductor devices, engineering services and components and peripherals of mini and micro Computer Systems”.*

### C. Objects and Rationale for the Proposed Scheme

- i. Pursuant to and under the provisions of Sections 230 to 232 and other applicable provisions of the Act, the entire Business and Undertaking of each of the Transferor Companies will be merged and amalgamated into and with the Transferee Company.
- ii. The Transferor Company-1 and Transferor Company-2 are engaged in similar nature of business. The proposed scheme being undertaken with an objective to consolidate the business for effective and efficient management. Pursuant to the amalgamation, there will be no change in the control or management of the Transferor Companies. Therefore, the Proposed Scheme would, *inter-alia*, have the following benefits:
  - a. Prevent cost duplication and bring in financial efficiencies. The resultant operations are expected to be substantially cost-efficient which would result in maximizing overall shareholder value and will improve the competitive position of the combined entity.
  - b. Eliminate layered structures and reduce managerial overlap;
  - c. Contribute to furthering and fulfilling the objectives and business strategies of all the companies thereby accelerating growth, expansion, greater access to different market segments and development of the respective businesses.;
  - d. Bring concentrated management focus, integration, streamlining of the management structure, seamless implementation of policy changes and also help enhance efficiency and control;
  - e. Greater efficiency in cash management of the Transferee Company, by providing access to cash flow generated by combined business which can be deployed more efficiently to fund organic and inorganic growth opportunities, working capital requirements to maximize shareholder value;

- iii. The Scheme is not opposed to public policy and shall not have any adverse effect on either the shareholders or employees or creditors of the Transferor Companies or the Transferee Company.
- iv. The Scheme has been approved by the Audit committee of Transferee Company and the respective Board of Directors of each of the Transferor Companies and the Transferee Company. Accordingly, it has been decided to make the requisite applications/ petitions before the Tribunal for the sanction of this Scheme.
- v. The amalgamation of (a) the Transferor Company-1 with the Transferor Company-2 in the first stage, and (b) the Transferor Company-2 (Merged) with the Transferee Company in the second stage, pursuant to and in accordance with this Scheme shall take place with effect from the Appointed Date and shall be in accordance with Section 2(1B) of the Income-tax Act, 1961. If any terms or provisions of this Scheme are found to be or interpreted to be inconsistent with any of the said provisions at a later date whether as a result of a new enactment or any amendment or coming into force of any provision of the Income Tax Act or any other law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provisions of the Tax laws shall prevail and this Scheme may be modified accordingly with consent of each of the Companies (acting through their respective Board of Directors).

#### **D. Parts of the Scheme**

The Scheme is divided in the following parts:

- i. **Part-I** provides for Definitions, Interpretation and Share Capital details of the Companies which are common to all Parts. Specific definitions (if any) have been provided in the other Parts therein;
- ii. **Part II** provides for specific provisions governing the amalgamation of the entire Business and Undertaking of Transferor Company-1 with Transferor Company-2;
- iii. **Part III** provides for specific provisions governing the amalgamation of the entire Business and Undertaking of Transferor Company-2 (merged) with Transferee Company;

- iv. **PART-IV** deals with certain general terms and conditions applicable to one or more Parts of this Scheme.

It is clarified that Part II of the Scheme shall come into effect prior to Part III of the Scheme.

Draft

## **PART-I: DEFINITIONS, INTERPRETATION AND SHARE CAPITAL**

### **1. Definitions**

In this Scheme, unless inconsistent / repugnant with the subject, context or meaning thereof, the following initially and/ or fully capitalized words or expressions shall have the meaning as set out herein below:

- 1.1. “**Act**” means the Companies Act, 2013 including any applicable rules and regulations made thereunder, and includes any statutory re-enactments, modifications and / or amendments thereof from time to time and to the extent in force;
- 1.2. “**Applicable Laws**” means any statute, notification, bye laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinance, orders or instructions having the force of law enacted or issued by any Appropriate Authority including any statutory modification or re-enactment thereof for the time being in force;
- 1.3. “**Appointed Date**” means the date from which the provisions of this Scheme shall become operational i.e. opening of business hours on 01 April 2023 or such other date as may be assented to and approved by the Board of Directors of the Companies and approved by the Tribunal;
- 1.4. “**Appropriate Authority**” means and includes any governmental, statutory, departmental or public body or authority, including Registrar of Companies, Stock Exchanges and the Tribunal;
- 1.5. “**Board of Directors**” in relation to the each of the Transferor Companies and the Transferee Company, as the case may be, means its respective board of directors, and unless it be repugnant to the context or otherwise, shall be deemed to include every committee (including a committee of directors) or any person authorized by the board of directors or such committee of directors duly constituted and authorized, *inter alia*, for the purposes of the amalgamation, the Scheme and/ or any other matter relating thereto;

- 1.6. “**BSE**” means BSE Limited;
- 1.7. “**Business and Undertaking**” shall mean whole of the undertaking and entire business of each of the Transferor Company-1 and Transferor Company-2 as a going concern on the Appointed Date and shall include inter alia the following:
- a. all rights, titles, interests, covenants, undertakings and liabilities including rights, titles and interests continuing in connection with the immovable properties, and buildings, whether freehold, leasehold or otherwise;
  - b. all property, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent, including all movable assets, fixed assets, plant and machinery, office equipment, computers, computer software products, data processing and communication equipment and facilities, lines and links, switches and routers, servers, telephones, telexes, facsimile connections, equipment, apparatus, installations, utilities, generators and air conditioners, electricity, water and other service connections, furniture and fixtures, all resources, utilities and facilities, vehicles, work-in-progress including capital work in progress, whether owned, leased or otherwise;
  - c. all the current assets, loans and advances including inter alia inventories of raw materials, components and parts, work-in progress, finished goods and goods-in-transit, account receivables, cash and bank balances, deposits including accrued interest, share application monies, other current assets, actionable claims and debts pertaining to the moveable assets;
  - d. all earnest monies and/or security deposits, payment against warrants or other entitlements in connection with or relating to the Transferor Companies, including deposits and rent advance paid to lessors or licensors of office premises, warehousing facilities or residential premises;



- e. all investments in government securities, shares, debentures and other securities, mutual funds, application money for subscription of shares, debentures, and other securities, made or held by the Transferor Companies, as well as all benefits accrued thereon;
- f. all permits, quotas, rights, entitlements, allotments, approvals, consents, concessions, benefits arising out of exports of goods and services, exemptions, liberties, advantages, no-objection certificates, certifications, registrations, easements, goodwill, licenses, tenancies, offices and depots, Intellectual Property Rights including trade name and trademarks, service marks, patents, copyrights, moral rights, domain names, applications for copyrights, patents, privileges and benefits of all contracts, agreements and all other rights including lease rights, licenses, hire purchase arrangements, powers and facilities of every kind and description whatsoever appertaining to the Transferor Companies;
- g. right to claim tax holidays, if applicable, under the provisions of the Income Tax Act;
- h. Right to any claim, whether preferred or not, made by Transferor Companies, in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Companies and any interest thereon, with regard to any relevant law, act or rule;
- i. all the secured and unsecured loans, debts, current liabilities and provisions, and other liabilities, duties and obligations, whether present or future and whether recorded or unrecorded, of the Transferor Companies, as at the Appointed Date (hereinafter collectively referred to as the “**Liabilities**”);
- j. all contracts, agreements, licenses, leases, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, letters of agreed points, arrangements, undertakings, whether written or otherwise, deeds, bonds, schemes, arrangements, sales orders, purchase orders or other instruments of

whatsoever nature to which Transferor Company-1 or Transferor Company-2 is a party, relating to their respective business, activities and operations;

- k. all permanent employees of Transferor Company-1 or Transferor Company-2, employees/personnel engaged on contract basis and contract labourers and secondees/interns/trainees, at its respective offices, branches or otherwise, and any other employees/personnel and contract labourers and interns/trainees hired by Transferor Company-1 or Transferor Company-2 after the date hereof, relating to their respective business, activities and operations; and
  - l. all books, record files, papers, computer programs along with engineering and process information, manuals, data, catalogues, quotations, websites, sales and advertising material, list of present and former customers, customer credit information, customer pricing information, and other records whether in physical form or electronic form in connection with or relating to the respective business, activities and operations of the Transferor Companies.
  - m. all unabsorbed tax losses, unabsorbed tax depreciation, advance taxes, tax deducted at source, tax collected at source, Minimum Alternate tax credit, other tax credits, Service tax input credit balances, all state value added tax input credit balances and input tax under Goods & Services legislation.
- 1.8. **"Companies"** means collectively, Transferor Company-1, Transferor Company-2 and Transferee Company;
- 1.9. **"Effective Date"** shall mean the last of the dates on which the conditions set out in Clause 23 of the Scheme are satisfied or waived in accordance with this Scheme. Any reference in this Scheme to the words **"upon the Scheme becoming effective"** or **"date of coming into effect of the Scheme"** or **"Scheme coming into effect"** shall mean the Effective Date;
- 1.10. **"Government Authority"** means any applicable Central or State Government or local body, Legislative body, regulatory or administrative authority, agency or commission

or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof;

- 1.11. **“Income Tax Act”** means the Income Tax Act, 1961, and shall include any statutory modifications, re-enactment or amendment thereof and to the extent in force;
- 1.12. **“Input Tax Credit”** means CENVAT Credit as defined under the CENVAT Credit Rules, 2004 and any other tax credits under any indirect tax law for the time being in force including Goods & Service Tax;
- 1.13. **“Intellectual Property Rights”** means (a) copyright, patents, brands, manufacturing process, database rights and rights in trade-marks, designs, know-how and confidential information (whether registered or unregistered); (b) applications for registration, and rights to apply for registration, of any of the foregoing rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;
- 1.14. **“Listing Regulations”** means Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and shall include any statutory modifications, re-enactment or amendment thereof and to the extent in force;
- 1.15. **“Official Liquidator”** or **“OL”** means the Official Liquidator having jurisdiction over the Transferor Companies and the Transferee Company;
- 1.16. **“NSE”** means National Stock Exchange of India Limited;
- 1.17. **“Record Date for Consideration”** means the Effective Date or any other date subsequent thereto fixed by the Board or committee thereof of the Transferee Company for determining the members of the Transferor Companies and Transferee Company for the purposes of Clause 8 and 15 of the Scheme;

- 1.18. **“Record Date for Dividend”** means the date fixed by the Board or committee thereof of the Transferee Company for declaring and paying dividends, whether interim or final, to its equity shareholders;
- 1.19. **“Registrar of Companies”** means the Registrar of Companies of Maharashtra at Mumbai;
- 1.20. **“Rules”** means the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and shall include any statutory modifications, re-enactment or amendment thereof and to the extent in force;
- 1.21. **“Scheme”** means this Composite Scheme of Amalgamation and Arrangement of Transferor Company-1 and Transferor Company-2 and Transferee Company and their respective shareholders, in its present form (along with any annexures, schedules, etc. attached hereto), as submitted to the Tribunal or this Scheme with such modification(s), if any, as may be made by the members and/ or the creditors of the Companies or such modification(s) as may be imposed by any Government Authority and/ or directed to be made by the Tribunal while sanctioning the Scheme and as accepted by the respective Board of Directors of the Companies;
- 1.22. **“SEBI”** means the Securities and Exchange Board of India established under Section 3 of the Securities and Exchange Board of India Act, 1992;
- 1.23. **“Shareholders”** with respect to each of the Transferor Company-1 and Transferor Company-2 and the Transferee Company, means respectively, the persons registered from time to time, as the holders of the equity and preference shares of the company concerned;
- 1.24. **“Stock Exchanges”** means BSE and/ or NSE;
- 1.25. **“Tax”, “Taxes” or “Taxation”** means all forms of taxation, duties, cess, levies, imposts and social security (or similar) charges of any kind whatsoever in any jurisdiction, including without limitation corporate income tax, any other form of withholding tax,

provident fund, employee state insurance and gratuity contributions, service tax, value added tax, customs and excise duties, capital tax and other legal transaction taxes, stamp duty, dividend distribution tax, securities transaction tax, real estate taxes, gross receipts taxes, windfall profit taxes, employment taxes, severance taxes, franchise taxes, transfer taxes, profit taxes, registration taxes, unclaimed property or escheatment taxes, alternative or add-on minimum taxes, estimated taxes, other municipal, provincial, state or local taxes and duties, environmental taxes and duties, goods and service taxes and any other type of taxes or duties in any relevant jurisdiction, whether disputed or not, together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction, and including any obligations to indemnify or otherwise assume or succeed to the tax liability of any other Person.

- 1.26. **“Transferee Company”** means Syrma SGS Technologies Limited, bearing CIN L30007MH2004PLC148165, incorporated on 23<sup>rd</sup> August, 2004 under the provisions of the Companies Act, 1956 and having its registered office at Unit No. 601, 6<sup>th</sup> Floor, Floral Deck PL MIDC, Andheri (East) Mumbai MH 400093;
- 1.27. **“Transferor Company-1”** means SGS Infosystems Private Limited bearing CIN U74900HR2012PTC052142, incorporated on 25<sup>th</sup> June, 2012 under the provisions of the Companies Act, 1956 and having its registered office at Unit No. 406, 4th Floor, Dalamal Tower Premises Co Co-operative Housing Society Ltd, Plot No. 211, Free Press Journal Marg, Nariman Point, Mumbai Maharashtra - 400 021;
- 1.28. **“Transferor Company-2”** means SGS Tekniks Manufacturing Private Limited bearing CIN - U31501HR2011PTC044475, incorporated on 27<sup>th</sup> April 2011 under the provisions of the Companies Act, 1956 and having its registered office at Unit No. 406, 4th Floor, Dalamal Tower Premises Co Co-operative Housing Society Ltd, Plot No. 211, Free Press Journal Marg, Nariman Point, Mumbai Maharashtra - 400 021;
- 1.29. **“Transferor Companies”** means collectively, Transferor Company-1 and Transferor Company-2.

- 1.30. “**Tribunal**” means the Hon’ble National Company Law Tribunal at Mumbai as constituted under the provisions of the Act having jurisdiction over the Transferor Companies and Transferee 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 ascribed to them under the Act and other Applicable Laws, as the case may be or any statutory modification or re-enactment thereof from time to time to the extent in force.

## **2. Interpretation**

- 2.1. References to statutory provisions shall be construed as references to the statutory provisions under Applicable Laws of India unless otherwise specified, and in any event to those provisions as respectively amended, superseded or re-enacted or as their application is modified by any other provisions (whether made before or after the date of this Scheme) from time to time, to the extent in force;
- 2.2. References to Clauses are to the Clauses of this Scheme and references to sub-clauses are to the sub-clauses of the Clause of this Scheme in which the reference appears;
- 2.3. The headings and sub-headings are for information only and shall not affect the construction or interpretation of this Scheme;
- 2.4. The singular shall include the plural and vice versa; and reference to one gender shall include all genders;
- 2.5. Any phrase introduced by the terms “including”, “include” or any similar expression shall be construed as illustrative and shall not limit the sense or scope of the word(s) preceding those terms.

## **3. Date of Taking Effect and Operative Date**

3.1. The Scheme set out herein in its present form submitted to the Tribunal or this Scheme with such modification(s), if any, as may be made by the members and/ or the creditors of the Companies or such modification(s) as may be imposed by any Government Authority and/or directed to be made by the Tribunal while sanctioning the Scheme and as accepted by the respective Board of Directors of the Companies shall be operative from the Appointed Date but shall be effective from the Effective Date.

#### 4. Share Capital

The authorized, issued, subscribed and paid-up share capital of the Transferor Companies and the Transferee Company as on 31<sup>st</sup> March 2023 is as follows:

##### 4.1. Transferor Company-1

Particulars	Amount (in INR)
<b>Authorized Capital</b>	
1,20,00,000 Equity Shares of INR 10/- each	12,00,00,000
<b>Issued, Subscribed and Paid-up Capital</b>	
1,20,00,000 Equity Shares of INR 10/- each	12,00,00,000

##### 4.2. Transferor Company-2

Particulars	Amount (in INR)
<b>Authorized Capital</b>	
30,10,000 Equity Shares of INR 10/- each	3,01,00,000
1,00,000 10% Redeemable Preference Shares of INR 10/- each	10,00,000
<b>Issued, Subscribed and Paid-up Capital</b>	
16,12,785 Equity Shares of INR 10/- each	1,61,27,850

##### 4.3. Transferee Company

<b>Particulars</b>	<b>Amount (in INR)</b>
<b>Authorized Capital</b>	
20,00,00,000 Equity Shares of INR 10/- each	2,00,00,00,000
12,00,000 Preference Shares of INR 100/- each	12,00,00,000
<b>Issued, Subscribed and Paid-up Capital</b>	
17,67,77,842 Equity Shares of INR 10/- each	1,76,77,78,420

Subsequent to the above date and till the date of approval of Board to the said Scheme there is no change in the Share Capital structure as set out above.

It is provided that till the Scheme becomes effective, the Transferor Companies and the Transferee Company are free to alter their authorized, issued, subscribed or paid up share capital as required by respective business requirements (including issue of shares on account of capital infusion in to the relevant company), subject to the necessary permissions and approvals of the concerned Government Authority and their respective Board of Directors and members, if required.

## **5. Compliance with Tax Laws**

5.1. This Scheme complies with the conditions relating to “amalgamation” as defined under Section 2(1B) and other relevant sections and provisions of the Income Tax Act.

- i. All the properties of Transferor companies, immediately before amalgamation, shall become the properties of Transferee Company, by virtue of amalgamation
- ii. All the liabilities of Transferor companies, immediately before amalgamation shall become the liabilities of Transferee Company by virtue of Amalgamation and
- iii. Shareholders holding at least three fourths in value of the shares in Transferor Companies (other than shares held therein immediately before the Amalgamation by, or by nominee for, Transferee Company or its subsidiary), will become shareholders of Transferee Company by virtue of Amalgamation



- 5.2. If any terms or provisions of this Scheme are found to be or interpreted to be inconsistent with any of the said provisions at a later date whether as a result of a new enactment or any amendment or coming into force of any provision of the Income Tax Act or any other Applicable Law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provisions of the tax laws shall prevail and this Scheme may be modified accordingly with consent of the Transferor Companies and the Transferee Company (acting through the powers vested with their respective Board of Directors, which power can be exercised at any time and shall be exercised in the best interests of the companies and their shareholders).

**PART-II: AMALGAMATION, TRANSFER AND VESTING OF THE BUSINESS  
AND UNDERTAKING OF TRANSFEROR COMPANY-1 WITH THE  
TRANSFEROR COMPANY-2**

- 6. Transfer and Vesting of the Business and Undertaking of (SGS Infosystems Private Limited) Transferor Company 1 with (SGS Tekniks Manufacturing Private Limited) Transferor Company-2**
- 6.1. On occurrence of the Effective Date and with effect from the Appointed Date, the entire Business and Undertaking of the Transferor Company-1 shall, in terms of Sections 230 to 232 and other applicable provisions of the Act and other provisions of Applicable Law, as may be relevant, pursuant to the sanctioning of the Scheme by the Tribunal, without any further act, instrument, deed, matter or thing, stand transferred and vested in and/ or deemed to be transferred to and vested in the Transferor Company-2 as a going concern, in the following manner:
- 6.1.1. Transfer of Assets
- a. The entire Business and Undertaking of Transferor Company-1 shall stand transferred to and be vested in the Transferor Company-2 without any further act or deed, together with all its properties, assets, rights, benefits and interest

therein, subject to existing charges thereon, if any, in favour of banks and financial institutions and other secured lenders, as the case may be;

- b. All the assets of the Transferor Company-1 as are movable in nature or incorporeal property or are otherwise capable of transfer by physical delivery or by endorsement and delivery or transfer by vesting and recording pursuant to this Scheme, shall stand vested in Transferor Company-2, with effect from the Appointed Date, and shall become the assets and an integral part of the Transferor Company-2;
- c. All movable property of the Transferor Company-1, other than those specified in Paragraph 6.1.1.b above, including sundry debts, cash in hand or in bank, outstanding loans and advances, actionable claims, guarantees, acceptances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government Authority, Quasi-Government, local and other authorities and bodies, customers and other persons shall without any notice, intimation, act, instrument or deed become the property and integral part of the Transferor Company-2;
- d. All immovable properties including but not limited to land and buildings or any other immovable property of the Transferor Company-1, whether freehold or leasehold, and any documents of title, rights and easements in relation thereto shall stand transferred to and be vested in the Transferor Company-2, without any further instrument, deed or act or payment of any further fee, charge or securities either by the Transferor Company-1 or the Transferor Company-2. The Transferor Company-2 shall be entitled to exercise all rights and privileges and be liable to pay ground rent, taxes and fulfill obligations, in relation to or applicable to such immovable properties transferred hereunder.
- e. All the licenses, permits, quotas, contracts (together with all non-compete covenants), approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights,

liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by Transferor Company-1 and all rights and benefits that have accrued or which may accrue to the Transferor Company-1, whether before or after the Appointed Date, shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in or be deemed to be transferred to and vested in and be available to the Transferor Company-2. The licenses, permits, quotas, contracts (together with all non-compete covenants), approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferor Company-1 and shall remain valid, effective and enforceable on the same terms and condition and shall be appropriately registered by the relevant statutory authorities in favor of the Transferor Company-2 pursuant to this Scheme, in order to facilitate the continuation of operations of the Transferor Company-1 in the Transferor Company-2 without any hindrance, on and from the Appointed Date.

- f. In so far as various incentives, subsidies, special status and other benefits or privileges (including but not limited to right to claim credit in respect of all unabsorbed tax losses, unabsorbed tax depreciation, advance taxes, tax deducted at source, tax collected at source, minimum alternate tax credit, service tax input credit balances, all state value added tax input credit balances and input tax under goods & services legislation, all other rights including sales tax deferrals and exemptions and other benefits) granted by any Government Authority or body, local authority or by any other person and availed of by the Transferor Company-1 are concerned, the same shall vest with and be available to the Transferor Company-2 on the same terms and conditions.
- g. Upon the transfer of each of the permissions, approvals, consents, sanctions, remissions, special reservations, sales tax remissions, tax exemptions and benefits, incentives, concessions and other or similar authorizations of the

Transferor Company-1 to the Transferor Company-2 and pursuant to the order of the Tribunal, the Transferor Company-2 shall file the relevant notifications and communications, if any, for the record of the appropriate authorities which shall take them on record.

- h. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Company-1 after the Effective Date shall be accepted by the bankers of the Transferor Company-2 and credited to the account of the Transferor Company-2, if presented by the Transferor Company-2. Similarly, the bankers of the Transferor Company-2 shall honour all cheques issued by the Transferor Company-1 for payment after the Effective Date. If required, the Transferor Company-1 shall allow maintaining of bank accounts in the name of Transferor Company-2 by the Transferor Company-1 for such time as may be determined to be necessary by the Transferor Company-1 and the Transferor Company-2 for presentation and deposition of cheques and pay orders that have been issued in the name of the Transferor Company-1. It is hereby expressly clarified that any legal proceedings by or against the Transferor Company-1 in relation to cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Company-1 shall be instituted, or as the case may be, continued, by or against, the Transferor Company-2 after the coming into effect of the Scheme.

#### 6.1.2. Transfer of Liabilities

- a. Upon the coming into effect of this Scheme and with effect from the Appointed Date all liabilities including but not limited to all secured and unsecured debts (whether in Indian rupees or foreign currency), debentures, sundry creditors, liabilities (including contingent liabilities), duties and obligations and undertaking of the Transferor Company-1, all other obligations (including any guarantees, letter of credit or any other instrument or arrangement which may give rise to a contingent liability in whatever form) whether relating to and comprised in the Business and Undertaking or otherwise, of every kind, nature

and description whatsoever and howsoever arising, raised or incurred or utilized for its business activities and operations (herein referred to as the “**Liabilities**”), shall, pursuant to the sanction of this Scheme by the Tribunal and under the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act and/or any other Applicable Law, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferor Company-2, along with any charge, encumbrance, lien or security thereon, and the same shall be assumed by the Transferor Company-2 to the extent they are outstanding on the Effective Date so as to become as and from the Appointed Date the liabilities of the Transferor Company-2 on the same terms and conditions as were applicable to the Transferor Company-1, and the Transferor Company-2 shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this Clause.

- b. Without prejudice to the generality of the provisions contained herein, all loans raised, and liabilities incurred by the Transferor Company-1 after the Appointed Date but before the Effective Date for their operations, shall be deemed to be that of the Transferor Company-2;
- c. Where any such debts, loans raised, liabilities, duties and obligations of the Transferor Company-1 as on the Appointed Date have been discharged or satisfied by the Transferor Company-1 after the Appointed Date and prior to the Effective Date, such discharge or satisfaction shall be deemed to be for and on account of the Transferor Company-2.
- d. The transfer and vesting of the entire Business and Undertaking of the Transferor Company-1, as aforesaid, shall be subject to the existing securities, charges and mortgages, if any, subsisting, over or in respect of the property and assets or any part thereof of the Transferor Company-1, as the case may be;

Provided however that, any reference in any of the security documents or arrangements (to which the Transferor Company-1 is a party) to the assets of any of the Transferor Company-1, offered or agreed to be offered as security for any financial assistance or obligations, shall be construed as reference only to the assets pertaining to the Transferor Company-1, as are vested in the Transferor Company-2 by virtue of this Scheme, to the end and intent that such security, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of the Transferor Company-2;

### 6.1.3. Encumbrances

- a. The transfer and vesting of the properties, assets, liabilities and Undertaking of the Transferor Company-1 into and with the Transferor Company-2 under this Scheme shall be subject to the mortgages and charges, if any, affecting the same, as and to the extent hereinafter provided.
- b. All the existing securities, mortgages, charges, encumbrances or liens (the Encumbrances), if any, as on the Appointed Date and created by the Transferor Company-1 after the Appointed Date, over the properties, assets, Undertaking or any part thereof transferred to the Transferor Company-2 by virtue of this Scheme and in so far as such encumbrances secure or relate to Liabilities of the Transferor Company-1, the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferor Company-2 , and such encumbrances shall not relate or attach to any of the other assets of the Transferor Company-2 , provided however that no encumbrances shall have been created by the Transferor Company-1 over its assets after the date of filing of the Scheme without the prior written consent of the Board of Directors of the Transferor Company-2 .
- c. The existing encumbrances over the assets and properties of the Transferor Company-2 or any part thereof which relate to the liabilities and obligations of the Transferor Company-2 prior to the Effective Date shall continue to relate

only to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Company-1 transferred to and vested in the Transferor Company-2 by virtue of this Scheme.

- d. Any reference in any security documents or arrangements (to which the Transferor Company-1 is a party) to the Transferor Company-2 and its assets and properties, shall be construed as a reference to the Transferor Company-2 and the assets and properties of the Transferor Company-1 transferred to the Transferor Company-2 by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferor Company -1 and the Transferor Company-2 may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge(s), with the RoC to give formal effect to the above provisions, if required.
- e. Upon the coming into effect of this Scheme, the Transferor Company-2 alone shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of the Scheme.
- f. It is expressly provided that no other terms or conditions of the Liabilities transferred to the Transferor Company-2 is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.
- g. The provisions of this Clause 6.1.3 shall operate in accordance with the terms of the Scheme, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings shall be deemed to stand modified and/or superseded by the foregoing provisions.

#### 6.1.4. Contracts, Agreements, Deeds, Licenses, Permits etc.

- a. All contracts, deeds, bonds, share-purchase agreements, memoranda of understanding, letters of intent, undertakings, whether written or otherwise, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Transferor Company-1, or to the benefit of the Transferor Company-1, and which are subsisting or having effect immediately before the Effective Date, shall remain in full force and effect against or in favour of the Transferor Company-2 and may be enforced as fully and effectually as if, instead of the concerned Transferor Company-1, the Transferor Company-2 had been a party or beneficiary or obligee thereto. Any contingent liabilities arising out of or in connection with the assignment of any tax/ levy deferrals by the Transferor Company-1 to any third party between the Appointed Date and the Effective Date shall be deemed to be that of the Transferor Company-2. All insurance benefits (including 'no claim bonuses') arising from the insurance policies so taken by either of the Transferor Company-1 in relation thereto or in connection therewith, stand transferred to and vested in the Transferor Company-2, as if the Transferor Company-2 is a party thereto, and the Transferor Company-2 shall be entitled to exercise all rights and privileges and shall be liable to perform all obligations thereunder;
- b. All the leases, tenancies, leave and license agreements, lease agreements or other like agreements entered into by the Transferor Company-1 for taking on lease or rent or license basis, office premises or residential premises and all agreements entered into in relation thereto or in connection therewith, shall stand transferred to and vested in the Transferor Company-2, as if the Transferor Company-2 is a party thereto, and the Transferor Company-2 shall be entitled to exercise all rights and privileges and shall be liable to perform all obligations thereunder;
- c. All permits, quotas, rights, certificates, entitlements, licenses including those relating to the trade names and trademarks, patents, copy rights and all other Intellectual Property Rights, tenancies, privileges, powers, facilities of every kind and description of whatsoever nature in relation to the Transferor Company-1 to which any of the Transferor Company-1 is a party, or to the



benefits of which the Transferor Company-1 may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall be enforceable fully and effectually as if, instead of the Transferor Company-1, the Transferor Company-2 had been a party or beneficiary or obligee thereto or therein;

- d. All the statutory or other licenses, permits, quotas, approvals, authorizations, sanctions (including pertaining to electricity, water, telephones), permissions, registrations (including for vehicles), incentives, tax deferrals, export incentives, duty drawbacks, credits, exemptions and benefits (including but not limited to that under the Foreign Trade Policy, MODVAT/CENVAT, sales tax/VAT, GST, and service tax), subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status, no objection certificates and other benefits or privileges enjoyed or conferred upon or held or availed of by, or vested in, the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company-1, whether before or after the Appointed Date, shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vested in or be deemed to be transferred to and vested in and be available to the Transferor Company-2 so as to become, as and from the Appointed Date, licenses, permits, quotas, approvals, sanctions, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges etc. of the Transferor Company-2 and shall remain valid, effective and enforceable on the same terms and conditions.
- e. The Transferor Company-2 will, at any time after this Scheme comes into effect, if so required under any Applicable Law or otherwise considered expedient by the Transferor Company-2, execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to Transferor Company-1 or to which the Transferor Company-1 is a party, in order to give effect to the above provisions;

#### 6.1.5. Legal Proceedings

- a. All suits, claims, actions and proceedings of whatsoever nature by or against Transferor Company-1 pending or instituted on or before the Effective Date shall neither abate nor shall in any way be prejudicially affected by reason of the said Businesses and Undertaking, having finally stood transferred to or vested in the Transferor Company-2 as envisaged in this Scheme but shall be continued and be enforced by or against the Transferor Company-1 as effectually as if the same has been pending and/or arising against and/ or instituted by or against the Transferor Company-2.

#### 6.1.6. Employee Matters

Upon the coming into effect of this Scheme:

- a. All the employees, staff, workmen or other labour of Transferor Company-1 shall become employees, staff, workmen or other labour of the Transferor Company-2, without any break or interruption in service and on the same terms and conditions on which they are engaged by the Transferor Company-1, up to the Effective Date. Services of all such employees, staff, workmen or other labour with the Transferor Company-1 up to the Effective Date shall be taken into account for the purpose of retirement benefits to which they may be eligible in the Transferor Company-2, on or after the Effective Date. Such past services with the Transferor Company-1 shall be taken into account by the Transferor Company-2, for the purpose of any retrenchment compensation, should the Transferor Company-2 introduce any such scheme in future. The services of such employees, staff, workmen or other labour shall not be treated as having been broken or interrupted for the purpose of provident fund or gratuity or superannuation or other statutory purposes and for all purposes will be reckoned from the date of commencement of their services with the Transferor Company-1;

- b. As regards the provident fund, gratuity fund, superannuation fund, or any other special fund, if any, created or established by or existing as of the Effective Date, for the benefit of staff, workers, labour or employees of the Transferor Company-1 (hereinafter collectively referred to as the “**Employee Benefit Funds**”), upon this Scheme becoming effective, the Transferor Company-2 shall stand substituted for the Transferor Company-1, for all intents and purposes whatsoever, related to the operation or administration of such Employee Benefit Funds, and in relation to the obligation to make contribution to such Employee Benefit Funds, in accordance with the provisions of such Employee Benefit Funds;
- c. It is the aim and intent of this Scheme that all the rights, powers, duties and obligations respectively of the Transferor Company-1 in relation to such Employee Benefit Funds shall become those of the Transferor Company-2, as if the Transferor Company-2 is a party thereto in place of the Transferor Company-1. The services of staff, workmen and other employees shall be treated as having been continuous for the purpose of such Employee Benefit Funds. Subject to substitution of the Transferor Company-2 for the Transferor Company-1 as aforesaid, the Transferor Company-2 may, at its discretion, either maintain separate employee benefit funds established by the Transferor Company-1 for the employees, who are transferred from the Transferor Company-1 to the Transferor Company-2 or combine those funds with the funds established by the Transferor Company-2. In case the Transferor Company-1 has not established a separate fund or trust for providing provident fund benefits to its employees, but makes contributions to the regional provident fund authorities, the Transferor Company-2 may, at its discretion, either continue such arrangement or establish a separate fund for the purpose or admit such employees to the funds established by the Transferor Company-2, and accordingly take steps for transfer of the accumulated balances standing to the credit of such employees.

#### 6.1.7. Treatment of Taxes - Tax related provisions

- a. Notwithstanding anything to the contrary contained in the provisions of this Scheme, Transferor Company-2 shall be entitled to carry forward, avail of, or set-off any unabsorbed tax losses, unabsorbed tax depreciation, credit of minimum alternative tax and input tax credits of Transferor Company-1 that remain unutilized as on Appointed Date. Further, any tax incentives, advantages, privileges, exemptions, credits, holidays, remissions, reductions as would have been available to Transferor Company-1 on or before Appointed Date shall be available to Transferor Company-2 as per Applicable Laws;
- b. Upon this Scheme becoming effective, Transferor Company-2 shall be entitled to claim refunds or credits, including Input Tax Credits, with respect to taxes paid by, for, or on behalf of, Transferor Company-1 under Applicable Laws, including but not limited to income tax, goods and service tax, sales tax, value added tax, service tax, excise duty laws, CENVAT credit or any other taxes/duties/levies, whether or not arising due to any inter se transaction, even if the prescribed time limits for claiming such refunds or credits have lapsed. For the avoidance of doubt, Input Tax Credits already availed of or utilised by Transferor Company-1 and Transferor Company-2 in respect of inter se transactions shall not be adversely impacted by the cancellation of inter se transactions pursuant to this Scheme;
- c. Upon this Scheme becoming effective, any advance tax, self-assessment tax, minimum alternate tax and unexpired credit thereof or TDS credit available or vested with Transferor Company-1, including any taxes paid and taxes deducted at source and deposited by Transferor Company-1 on inter se transactions during the period between Appointed Date and the Effective Date shall be treated as tax paid by Transferor Company-2 and shall be available to Transferor Company-2 for set-off against its liability under the Income Tax Act and any excess tax so paid shall be eligible for refund together with interest. Further, TDS deposited, TDS certificates issued, or TDS returns filed by Transferor Company-1 on transactions shall continue to hold good as if such TDS amounts were deposited, TDS certificates were issued and TDS returns were filed by Transferor Company-2. Any TDS deducted by, or on behalf of, Transferor

Company-1 on inter se transactions will be treated as tax deposited by Transferor Company-2;

- d. Upon this Scheme becoming effective, any goods and service tax (GST), service tax or any other tax charged by, for, or on behalf of, Transferor Company-1 on inter se transactions and in respect of which CENVAT credit or any Input Tax Credit is not available or has not been claimed by Transferor Company-1, shall be treated as goods and service tax (GST), service tax or any other tax (as the case may be) paid in cash by Transferor Company-2, without any further action on the part of the Transferor Company-1 and Transferor Company-2;
- e. The Transferor Company-2 is expressly permitted to file or revise its corporate income tax, TDS, goods and services tax, wealth tax, service tax, excise, VAT, entry tax, professional tax or any other statutory returns, statements or documents in order to avail credit for advance tax paid, depreciation, tax deducted at source, claim for sum prescribed under Section 43B of the Income Tax Act on payment basis, deduction for provisions written back previously disallowed, by / relating to Transferor Company-1 under the Income Tax Act, credit of tax paid (including Credit of minimum alternative tax, under Section 115JB read with Section 115JAA of the Income Tax Act, available to Transferor Companies as on the Appointed Date), credit of foreign taxes paid / withheld etc., if any, pertaining to Transferor Company-1 upon this Scheme becoming effective, and where necessary to give effect to this Scheme, even if the prescribed time limits for filing or revising such returns have lapsed without incurring any liability on account of interest, penalty or any other sum. Transferor Company-2 is expressly permitted to amend, if required, its TDS 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 Appointed Date.
- f. The taxes or duties paid by, for, or on behalf of, Transferor Company-1 relating to the period on or after Appointed Date (regardless of the period they relate to), shall be deemed to be the taxes or duties paid by Transferor Company-2, as

effectively as if the Transferor Company-2 had paid the same and the Transferor Company-2 shall be entitled to claim credit or refund for such taxes or duties;

- g. In accordance with the Cenvat Credit Rules, 2004 framed under Central Excise Act, 1944, state value added tax and Goods & Services tax as are prevalent on the Effective Date, the unutilized credits relating to excise duties, state value added tax, Goods & Services tax and service tax paid on inputs / capital goods / input services lying in the accounts of the Business and Undertaking of the Transferor Company-1 shall be permitted to be transferred to the credit of the Transferor Company-2, (including in electronic form / registration), as if all such unutilized credits were lying to the account of the Transferor Company-2. The Transferor Company-2 shall accordingly be entitled to set off all such unutilized credits against the excise duty / service tax/ Goods & Services tax payable by it.

Without prejudice to the generality of the above, all benefits, incentives, losses, credits (including, but without limitation to income tax, tax deducted at source, wealth tax, service tax, excise duty, central sales tax, applicable state value added tax, Goods & Services tax etc.) to which the Transferor Company-1 is entitled to in terms of applicable laws, shall be available to and vest in the Transferor Company-2, (including in electronic form / registration), upon this Scheme coming into effect.

- h. As and from the Effective Date, all tax proceedings shall be continued and enforced by or against the Transferor Company-2 in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company-1. All tax liabilities of the Transferor Company-1 determined prior to Effective Date as well as tax liabilities pertaining to past periods determined after the Effective Date shall be transferred and enforced against the Transferor Company-2 in the same manner and to the same extent as would or might have been enforced against the Transferor Company-1.

Further, all tax proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company-1 with the Transferor Company-2 or anything contained in the Scheme.

6.1.8. Inter-se Transactions:

Without prejudice to the provisions of this Scheme, with effect from the Appointed Date, any loans, advances, obligations and any other transactions (including any billings, guarantees, letters of credit, letters of comfort or any other instruments or arrangements) between the Transferor Company-1 and the Transferor Company-2 shall, ipso facto, stand cancelled and discharged and there shall be no rights, liabilities or obligations outstanding as between the relevant Companies and appropriate effect shall be given to such cancellation and discharge in the books of accounts and records of the Transferor Company-2. In so far as any shares, securities, debentures or notes issued by the Transferor Company-1, and held by the Transferor Company-2 are concerned, the same shall, stand cancelled without any further act or deed as on the Effective Date, and shall have no effect and the Transferor Company-1 or the Transferor Company-2, as the case may be, shall have no further obligation outstanding in that behalf.

6.1.9. Declaration of Dividend:

- a. During the period between the Appointed Date and up to and including the Effective Date, the Transferor Company-1 shall not declare any dividend without the prior written consent of the Board of Directors of the Transferor Company-2.
- b. It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any shareholder to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective boards, and subject to the approval, if required, of the shareholders of Transferor companies and Transferee Company as the case may be

#### 6.1.10. Miscellaneous

- a. Insofar as any securities (including equity shares), debentures or notes issued by the Transferor Company-1 and held by the Transferor Company-2 and vice versa are concerned, the same shall, unless sold or transferred by holder of such securities, at any time prior to the Effective Date, stand cancelled and shall have no further effect.
- b. The Transferor Company-2 shall be entitled to take all steps as may be necessary to ensure that vacant, lawful, peaceful and unencumbered possession, right, title, interest of Transferor Company-1's immovable property or the properties occupied or used or enjoyed by the Transferor Company-1 is received by the Transferor Company-2;
- c. All motor vehicles of any description whatsoever of any of the Transferor Company-1 shall stand transferred to and be vested in the Transferor Company-2 with effect from the Appointed Date, and the Transferor Company-2 shall take steps, on or after the Effective Date, for substitution of the name of the Transferor Company-2 in place of the Transferor Company-1, in the certificates of registration and other documents relating to motor vehicles and the appropriate Government Authority shall accordingly substitute the name of the Transferor Company-2 in place of the respective Transferor Company-1.

### **7. Conduct of Business by the Transferor Companies**

#### 7.1. With effect from the Appointed Date and until the Effective Date:

- a. The Transferor Company-1 shall carry on and shall be deemed to have carried on all their businesses and activities as hitherto for and on account or, and for the benefit of and in trust for, Transferor Company-2 and shall stand possessed of their businesses, including all the assets and properties, on account of, and for the benefit of, and in trust for, the Transferor Company-2;



- b. All the income and profits accruing to the Transferor Company-1 and expenditure and losses arising or incurred (including the effect of taxes, if any, thereon) by the Transferor Company-1, shall, for all purposes, be treated and be deemed to be and accrue as the incomes and profits or expenditure or losses or taxes of the Transferor Company-2, as the case may be.
- c. The Transferor Company-1 shall carry on its business with reasonable diligence and in the same manner as it has been doing hitherto, and the Transferor Company-1 shall not, save for anything done in the ordinary course of business, alter or substantially expand their business except with the written concurrence of the Transferor Company-2;
- d. The Transferor Company-1 shall not, without the written concurrence of the Transferor Company-2, alienate, charge or encumber any of their assets and properties, except in the ordinary course of business or pursuant to any pre-existing obligation undertaken prior to the date of approval of the Scheme by the Board of Directors of the Transferor Company-1;
- e. The Transferor Company-1 shall not vary or alter, except in the ordinary course of its business or pursuant to any pre-existing obligation undertaken prior to the date of approval of the Scheme by the Board of Directors of the Transferor Company-1, the terms and conditions of employment of any of their employees, nor shall they conclude settlement with any union or its employees except with the written concurrence of the Transferor Company-2;
- f. Upon the Scheme becoming effective, with effect from the Appointed Date, all debts, liabilities, duties and obligations of the Transferor Company-1 as on the close of business on the date preceding the Appointed Date, whether or not provided in its books, and all liabilities which arise or accrue on or after the Appointed Date shall be deemed to be the debts, liabilities, duties and obligations of the Transferor Company-2;

- g. Any of the rights, powers, authorities and privileges attached or related or pertaining to and exercised by or available to the Transferor Company-1 shall be deemed to have been exercised by the Transferor Company-1 for and on behalf of and as agent for the Transferor Company-2. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Business and Undertaking that have been undertaken or discharged by the Transferor Company-1 shall be deemed to have been undertaken or discharged for and on behalf of and as agent for the Transferor Company-2.
- 7.2. For the purpose of giving effect to the vesting of the Business and Undertaking of the Transferor Company- 1, pursuant to Orders passed by the Tribunal, the Transferor Company-2 shall, at any time, be entitled to get the recording of the change in the legal right(s), in accordance with the provisions of Sections 230 to 232 of the Act and in terms of directions, if any, given by the Tribunal. Further the Transferor Company-2 shall be authorised to execute any pleadings, applications, forms, deeds, documents or other writings, as are required to remove any difficulties, seek modifications to the Scheme and carry out any formalities or compliances as are necessary for the implementation of this Scheme.
- 7.3. Pending sanction of the Scheme, the Transferor Company-2 shall be entitled to apply to the any Government Authority, agencies and/or organizations, for such consents, approvals, permissions and sanctions as may be required to own and operate the Business and Undertaking of the Transferor Company-1, and the Transferor Company-1 will provide such reasonable assistance as may be required by the Transferor Company-2 in this regard.

## **8. Consideration**

- 8.1. For the purposes of this Scheme, it is hereby clarified that as the Transferor Company-1 is a wholly owned subsidiary of the Transferor Company -2 as on the date of approval of the Scheme and there would be no issue of shares by the Transferor Company-2 in consideration of the amalgamation. Consequently, upon the Scheme coming into effect, the investments in the equity and/ or preference share capital of Transferor Company-1

appearing in the books of accounts of the Transferor Company-2 will stand extinguished and cancelled without any further application, act or deed.

- 8.2. Upon the Scheme becoming effective, the entire paid up share capital in the Transferor Company-1 fully held by the Transferor Company-2 and/or its nominee(s) on the Effective Date shall stand extinguished and all such shares certificates representing the shares in the Transferor Company -1 shall be deemed to be cancelled without any further application, act or deed.
- 8.3. For removal of doubts, it is clarified that for the purposes of giving effect to this clause, the Transferee Company shall determine the shareholders of the Transferee Company and the Transferor Companies as on the Record Date for consideration.

## **9. Combination and Reclassification of the Authorized Share Capital and Amendment of Memorandum of Association of Transferor Company-2**

- 9.1. With effect from the Appointed Date and upon the Scheme becoming effective, pursuant to Sections 230 and 232 read with Sections 13 and 61 and other applicable provisions of the Act, and Clause V of the Memorandum of Association of Transferor Company-2, the authorized share capital of Transferor Company-2 shall stand reclassified and increased from the present authorized share capital consisting of 30,10,000 (Thirty Lakhs Ten Thousand) equity shares of INR 10/- (Rupees Ten only) each aggregating to INR 3,01,00,000/- (Rupees Three Crore One Lakhs only) to 1,50,10,000 (One Crore Fifty Lakh and Ten Thousand) equity shares of INR 10/- (Rupees Ten only) each aggregating to INR 15,01,00,000 (Rupees Fifteen Crore One Lakhs only). The fees/duty already paid by Transferor Company-1 for their authorized share capital shall be deemed to have been paid by Transferor Company-2. The amended Clause V of the Memorandum of Association of the Transferor Company-2 shall without any further act, deed or instrument be substituted as follows:

*“The Authorised Share Capital of the Company is Rs. 15,01,00,000/- (Rupees Fifteen Crore One Lakh) divided into 1,50,10,000 (One Crore Fifty Lakh Ten Thousand) equity shares of INR 10/- (Rupees Ten) each “*

- 9.2. Pursuant immediately to the increase of authorized share capital and the addition of main objects as envisaged above, the Memorandum of Association of Transferor Company-2 shall automatically stand amended and altered accordingly.
- 9.3. It is hereby clarified that the consent of the shareholders of Transferor Company-2 to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Section 13, Section 14, Section 61, Section 64 or any other applicable provisions of the Act, would be required to be separately passed.

## **10. Accounting Treatment**

### **10.1. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEROR COMPANY-2**

Upon the Scheme becoming effective, the amalgamation of the Transferor Company-1 with the Transferor Company-2 will be accounted for in the following manner:

- 10.1.1. The amalgamation shall be accounted for in accordance with the 'Pooling of Interest Method' of accounting as laid down in Appendix C, "Amalgamation in the nature of Business Combination of entities under common control" of IND AS 103, 'Business Combinations' as prescribed under Section 133 of the Companies Act, 2013 read with relevant rules framed thereunder and other accounting principles generally accepted in India as under:
- 10.1.2. The accounting treatment will be as under:
- 10.1.3. Upon the Scheme coming into effect and with effect from the Appointed Date, the Transferor Company-2 shall record all the assets, liabilities and reserves (if and to the extent applicable) of the Transferor Company – 1, vested in it pursuant to the Scheme, at their respective carrying amounts as would appear in the consolidated financial statements of the Transferor Company -2.

10.1.4. The goodwill or capital reserve (as applicable) on consolidation of the Transferor Company-1, if any, appearing in the consolidated financial statements of the Transferor Company-2, will continue to appear in the standalone financial statements of the Transferor Company-2 after giving effect to the Scheme.

10.1.5. Upon the Scheme becoming effective, all inter-company balances between Transferor Company-1 and Transferor Company-2, if any, shall stand cancelled without any further act or deed.

10.1.6. In case of any differences in accounting policies between the Transferor Company-1 and Transferor Company-2, the accounting policies followed by the Transferor Company-2 shall prevail and the difference shall be adjusted in appropriate reserve of the Transferor Company-2 to ensure that the financial statements reflect the financial position on the basis of consistent accounting policies.

10.1.7. On the Scheme becoming effective, the financial statements of Transferor Company-2 (including comparative period presented in the financial statement of Transferor Company-2) shall be restated for the accounting impact of Amalgamation, as stated above, as if the amalgamation had occurred from the beginning of the said comparative period presented.

10.1.8. Notwithstanding the above, in the event, subsequent to the filing of the Scheme, there are changes to any Ind AS's or Generally Accepted Accounting Principles, the Board of Directors of the Transferor Company-2 may make suitable adjustments to the accounting treatment detailed above in order to comply with such amended/revised Ind AS's or Generally Accepted Accounting Principles.

## 10.2. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEROR COMPANY-1

10.2.1. As the Transferor Company-1 stands dissolved without being wound up upon this Scheme becoming effective, as mentioned in Clause 12 of the Scheme and all assets,

reserves and liabilities shall be transferred to the Transferor Company-2, hence there is no accounting treatment prescribed under this Scheme in the books of the Transferor Company-1.

## **11. Saving of Concluded Transactions**

- 11.1. The transfer of Business and Undertaking of the Transferor Company-1 as envisaged above shall not affect any transaction or proceedings already concluded by the Transferor Company-2 on or before the Appointed Date and after the Appointed Date till the Effective Date, to the end and intent that the Transferor Company-1 accept and adopts all acts, deeds and things done and executed by the Transferor Company-2 in respect thereto as done and executed by Transferor Company-2 on behalf of itself.

## **12. Dissolution of Transferor Company-1**

- 12.1. Upon this Part II of the Scheme becoming effective, Transferor Company-1 shall without any further act or deed, stand dissolved without being wound up without any further act or deed by the parties. The name of Transferor Company-1 shall be dissolved and removed by the Registrar of Companies. Transferor Company-2 shall make necessary filings in this regard.

**PART-III: AMALGAMATION, TRANSFER AND VESTING OF THE BUSINESS  
AND UNDERTAKING OF TRANSFEROR COMPANY-2 (MERGED) WITH  
TRANSFeree COMPANY.**

**13. Transfer and Vesting of the Business and Undertaking of Transferor Company-2 (Merged) [SGS Teknics Manufacturing Private Limited (Merged)] with Transferee Company [Syrma SGS Technologies Limited].**

13.1. On occurrence of the Effective Date and with effect from the Appointed Date, the entire Business and Undertaking of the Transferor Company-2 (Merged) shall, in terms of Sections 230 to 232 and other applicable provisions of the Act and other provisions of Applicable Law, as may be relevant, pursuant to the sanctioning of the Scheme by the Tribunal, without any further act, instrument, deed, matter or thing, stand transferred and vested in and/ or deemed to be transferred to and vested in the Transferee Company as a going concern, in the following manner:

13.1.1. Transfer of Assets

- a. The entire Business and Undertaking of Transferor Company-2 (Merged) shall stand transferred to and be vested in the Transferee Company without any further act or deed, together with all its properties, assets, rights, benefits and interest therein, subject to existing charges thereon, if any, in favour of banks and financial institutions and other secured lenders, as the case may be;
- b. All the assets of the Transferor Company-2 (Merged) as are movable in nature or incorporeal property or are otherwise capable of transfer by physical delivery or by endorsement and delivery or transfer by vesting and recording pursuant to this Scheme, shall stand vested in Transferee Company, with effect from the Appointed Date, and shall become the assets and an integral part of the Transferee Company;
- c. All movable property of the Transferor Company-2 (Merged), other than those specified in Paragraph 6.1.1.b above, including sundry debtors, cash in hand or

in bank, outstanding loans and advances, actionable claims, guarantees, acceptances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government Authorities, Quasi-Government, local and other authorities and bodies, customers and other persons shall without any notice, intimation, act, instrument or deed become the property and integral part of the Transferee Company;

- d. all immovable properties including but not limited to land and buildings or any other immovable property of the Transferor Company-2 (Merged), whether freehold or leasehold, and any documents of title, rights and easements in relation thereto shall stand transferred to and be vested in the Transferee Company, without any further instrument, deed or act or payment of any further fee, charge or securities either by the Transferor Company-2 (Merged) or the Transferee Company. The Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay ground rent, taxes and fulfill obligations, in relation to or applicable to such immovable properties transferred hereunder.
- e. All the licenses, permits, quotas, contracts (together with all non-compete covenants), approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by Transferor Company-2 (Merged) and all rights and benefits that have accrued or which may accrue to the Transferor Company-2 (Merged), whether before or after the Appointed Date, shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vested in or be deemed to be transferred to and vested in and be available to the Transferee Company. The licenses, permits, quotas, contracts (together with all non-compete covenants), approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid,



effective and enforceable on the same terms and condition and shall be appropriately registered by the relevant statutory authorities in favor of the Transferee Company pursuant to this Scheme, in order to facilitate the continuation of operations of the Transferor Company-2 (Merged) in the Transferee Company without any hindrance, on and from the Appointed Date.

- f. In so far as various incentives, subsidies, special status and other benefits or privileges (including but not limited to right to claim credit in respect of all unabsorbed tax losses, unabsorbed tax depreciation, advance taxes, tax deducted at source, tax collected at source, minimum alternate tax credit, service tax input credit balances, all state value added tax input credit balances and input tax under goods & services legislation, all other rights including sales tax deferrals and exemptions and other benefits) granted by any Government body, local authority or by any other person and availed of by the Transferor Company-2 (Merged) are concerned, the same shall vest with and be available to the Transferee Company on the same terms and conditions.
- g. Upon the transfer of each of the permissions, approvals, consents, sanctions, remissions, special reservations, sales tax remissions, tax exemptions and benefits, incentives, concessions and other or similar authorizations of the Transferor Company-2 (Merged) to the Transferee Company and pursuant to the order of the Tribunal, the Transferee Company shall file the relevant notifications and communications, if any, for the record of the appropriate authorities which shall take them on record.
- h. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Company-2 (Merged) 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. Similarly, the bankers of the Transferee Company shall honour all cheques issued by the Transferor Company-2 (Merged) for payment after the Effective Date. If required, the Transferor Company-2 (Merged) shall allow maintaining of bank accounts in the name of

Transferor Company-2 (Merged) by the Transferee Company for such time as may be determined to be necessary by the Transferor Company-2 (Merged) and the Transferee Company for presentation and deposition of cheques and pay orders that have been issued in the name of the Transferor Company-2 (Merged). It is hereby expressly clarified that any legal proceedings by or against the Transferor Company-2 (Merged) in relation to cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Company-2 (Merged) shall be instituted, or as the case may be, continued, by or against, the Transferee Company after the coming into effect of the Scheme.

#### 13.1.2. Transfer of Liabilities

- a. Upon the coming into effect of this Scheme and with effect from the Appointed Date all liabilities including but not limited to all secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations and undertaking of the Transferor Company-2 (Merged), all other obligations (including any guarantees, letter of credit or any other instrument or arrangement which may give rise to a contingent liability in whatever form) whether relating to and comprised in any of the Undertaking or otherwise, of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized for its business activities and operations (herein referred to as the Liabilities), shall, pursuant to the sanction of this Scheme by the Tribunal and under the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, along with any charge, encumbrance, lien or security thereon, and the same shall be assumed by the Transferee Company to the extent they are outstanding on the Effective Date so as to become as and from the Appointed Date the liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company-2 (Merged), and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be

necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this Clause.

- b. Without prejudice to the generality of the provisions contained herein, all loans raised, and liabilities incurred by either of the Transferor Company-2 (Merged) after the Appointed Date but before the Effective Date for their operations, shall be deemed to be that of the Transferee Company;
- c. Where any such debts, loans raised, liabilities, duties and obligations of the Transferor Company-2 (Merged) as on the Appointed Date have been discharged or satisfied by the Transferor Company-2 (Merged) after the Appointed Date and prior to the Effective Date, such discharge or satisfaction shall be deemed to be for and on account of the Transferee Company.
- d. The transfer and vesting of the entire Business and Undertaking of the Transferor Company-2 (Merged), as aforesaid, shall be subject to the existing securities, charges and mortgages, if any, subsisting, over or in respect of the property and assets or any part thereof of the Transferor Company-2 (Merged), as the case may be;

Provided however that, any reference in any of the security documents or arrangements [to which either of the Transferor Company-2 (Merged) is a party] to the assets of any of the Transferor Companies, offered or agreed to be offered as security for any financial assistance or obligations, shall be construed as reference only to the assets pertaining to the Transferor Company-2 (Merged), as are vested in the Transferee Company by virtue of this Scheme, to the end and intent that such security, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of the Transferee Company;

### 13.1.3. Encumbrances

- a. The transfer and vesting of the properties, assets, liabilities and Business and Undertaking of the Transferor Company-2 (Merged) to and in the Transferee Company under this Scheme shall be subject to the mortgages and charges, if any, affecting the same, as and to the extent hereinafter provided.
- b. All the existing securities, mortgages, charges, encumbrances or liens (the Encumbrances), if any, as on the Appointed Date and created by the Transferor Company-2 (Merged) after the Appointed Date, over the properties, assets, Undertaking or any part thereof transferred to the Transferee Company by virtue of this Scheme and in so far as such encumbrances secure or relate to Liabilities of the Transferor Company-2 (Merged), the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferee Company, and such encumbrances shall not relate or attach to any of the other assets of the Transferee Company, provided however that no encumbrances shall have been created by the Transferor Company-2 (Merged) over its assets after the date of filing of the Scheme without the prior written consent of the Board of Directors of the Transferee Company.
- c. The existing encumbrances over the assets and properties of the Transferee Company or any part thereof which relate to the liabilities and obligations of the Transferee Company prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Company-2 (Merged) transferred to and vested in the Transferee Company by virtue of this Scheme.
- d. Any reference in any security documents or arrangements [to which either of the Transferor Company-2 (Merged) is a party] to the Transferee Company and its assets and properties, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Company-2 (Merged) transferred to the Transferee Company by virtue of this Scheme. Without

prejudice to the foregoing provisions, the Transferor Company-2 (Merged) and the Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge(s), with the RoC to give formal effect to the above provisions, if required.

- e. Upon the coming into effect of this Scheme, the Transferee Company alone shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of the Scheme.
- f. It is expressly provided that no other terms or conditions of the liabilities transferred to the Transferee Company is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.
- g. The provisions of this Clause 13.1.3 shall operate in accordance with the terms of the Scheme, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings shall be deemed to stand modified and/or superseded by the foregoing provisions.

#### 13.1.4. Contracts, Agreements, Deeds, Licenses, Permits etc.

- a. All contracts, deeds, bonds, share-purchase agreements, memoranda of understanding, letters of intent, undertakings, whether written or otherwise, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Transferor Company-2 (Merged), or to the benefit of the Transferor Company-2 (Merged), and which are subsisting or having effect immediately before the Effective Date, shall remain in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company-2 (Merged), the Transferee Company had been a party or beneficiary or obligee thereto. Any contingent liabilities arising out of or in connection with the assignment of any tax/ levy deferrals by the Transferor Company-2 (Merged) to any third party

between the Appointed Date and the Effective Date shall be deemed to be that of the Transferee Company. All insurance benefits (including 'no claim bonuses') arising from the insurance policies so taken by either of the Transferor Company-2 (Merged) in relation thereto or in connection therewith, stand transferred to and vested in the Transferee Company, as if the Transferee Company is a party thereto, and the Transferee Company shall be entitled to exercise all rights and privileges and shall be liable to perform all obligations thereunder;

b. All the leases, tenancies, leave and license agreements, lease agreements or other like agreements entered into by either of the Transferor Company-2 (Merged) for taking on lease or rent or license basis, office premises or residential premises and all agreements entered into in relation thereto or in connection therewith, shall stand transferred to and vested in the Transferee Company, as if the Transferee Company is a party thereto, and the Transferee Company shall be entitled to exercise all rights and privileges and shall be liable to perform all obligations thereunder;

c. All permits, quotas, rights, certificates, entitlements, licenses including those relating to the trade names and trademarks, patents, copy rights and all other Intellectual Property Rights, tenancies, privileges, powers, facilities of every kind and description of whatsoever nature in relation to the Transferor Company-2 (Merged) to which the Transferor Company-2 (Merged) is a party, or to the benefits of which either of the Transferor Company-2 (Merged) may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall be enforceable fully and effectually as if, instead of the respective Transferor Company-2 (Merged), the Transferee Company had been a party or beneficiary or obligee thereto or therein;

d. All the statutory or other licenses, permits, quotas, approvals, authorizations, sanctions (including pertaining to electricity, water, telephones), permissions, registrations (including for vehicles), incentives, tax deferrals, export incentives, duty drawbacks, credits, exemptions and benefits (including but not

limited to that under the Foreign Trade Policy, MODVAT/CENVAT, sales tax/VAT, GST, and service tax), subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status, no objection certificates and other benefits or privileges enjoyed or conferred upon or held or availed of by, or vested in, the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company-2 (Merged), whether before or after the Appointed Date, shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vested in or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become, as and from the Appointed Date, licenses, permits, quotas, approvals, sanctions, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges etc. of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions.

- e. The Transferee Company will, at any time after this Scheme comes into effect, if so required under any Applicable Law or otherwise considered expedient by the Transferee Company, execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to Transferor Company-2 (Merged), or to which the Transferor Company-2 (Merged) is a party, in order to give effect to the above provisions;

#### 13.1.5. Legal Proceedings

- a. All suits, claims, actions and proceedings of whatsoever nature by or against Transferor Company-2 (Merged) pending or instituted on or before the Effective Date shall neither abate nor shall in any way be prejudicially affected by reason of the said Businesses and Undertakings, having finally stood transferred to or vested in the Transferee Company as envisaged in this Scheme but shall be continued and be enforced by or against the Transferee Company as effectually

as if the same has been pending and/or arising against and/ or instituted by or against the Transferee Company.

#### 13.1.6. Employee Matters

Upon the coming into effect of this Scheme:

- a. All the employees, staff, workmen or other labour of Transferor Company-2 (Merged) shall become employees, staff, workmen or other labour of the Transferee Company, without any break or interruption in service and on the same terms and conditions on which they are engaged by the Transferor Company-2 (Merged), up to the Effective Date. Services of all such employees, staff, workmen or other labour with the Transferor Company-2 (Merged) up to the Effective Date shall be taken into account for the purpose of retirement benefits to which they may be eligible in the Transferee Company, on or after the Effective Date. Such past services with the Transferor Company-2 (Merged) shall be taken into account by the Transferee Company, for the purpose of any retrenchment compensation, should the Transferee Company introduce any such scheme in future. The services of such employees, staff, workmen or other labour shall not be treated as having been broken or interrupted for the purpose of provident fund or gratuity or superannuation or other statutory purposes and for all purposes will be reckoned from the date of commencement of their services with the Transferor Company-2 (Merged);
- b. As regards the provident fund, gratuity fund, superannuation fund, or any other special fund, if any, created or established by or existing as of the Effective Date, for the benefit of staff, workers, labour or employees of the Transferor Company-2 (Merged) (hereinafter collectively referred to as the “**Employee Benefit Funds**”), upon this Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Company-2 (Merged), for all intents and purposes whatsoever, related to the operation or administration of such Employee Benefit Funds, and in relation to the obligation to make



contribution to such Employee Benefit Funds, in accordance with the provisions of such Employee Benefit Funds;

- c. It is the aim and intent of this Scheme that all the rights, powers, duties and obligations respectively of the Transferor Company-2 (Merged) in relation to such Employee Benefit Funds shall become those of the Transferee Company, as if the Transferee Company is a party thereto in place of the Transferor Company-2 (Merged). The services of staff, workmen and other employees shall be treated as having been continuous for the purpose of such Employee Benefit Funds. Subject to substitution of the Transferee Company for the respective Transferor Company-2 (Merged) as aforesaid, the Transferee Company may, at its discretion, either maintain separate employee benefit funds established by the Transferor Company-2 (Merged) for the employees, who are transferred from the Transferor Company-2 (Merged) to the Transferee Company or combine those funds with the funds established by the Transferee Company. In case either of the Transferor Company-2 (Merged) have not established a separate fund or trust for providing provident fund benefits to its employees, but makes contributions to the regional provident fund authorities, the Transferee Company may, at its discretion, either continue such arrangement or establish a separate fund for the purpose or admit such employees to the funds established by the Transferee Company, and accordingly take steps for transfer of the accumulated balances standing to the credit of such employees.

#### 13.1.7. Treatment of Taxes - Tax related provisions

- a. Notwithstanding anything to the contrary contained in the provisions of this Scheme, Transferee Company shall be entitled to carry forward, avail of, or set-off any unabsorbed tax losses, unabsorbed tax depreciation, Credit of minimum alternative tax and input tax credits of Transferor Company-2 (Merged) that remain unutilized as on Appointed Date. Further, any tax incentives, advantages, privileges, exemptions, credits, holidays, remissions, reductions as would have been available to Transferor Company-2 (Merged) on or before Appointed Date shall be available to Transferee Company as per Applicable Laws;

- b. Upon this Scheme becoming effective, Transferee Company shall be entitled to claim refunds or credits, including Input Tax Credits, with respect to taxes paid by, for, or on behalf of, Transferor Company-2 (Merged) under Applicable Laws, including but not limited to income tax, goods and service tax, sales tax, value added tax, service tax, excise duty laws, CENVAT credit or any other taxes/duties/levies, whether or not arising due to any inter se transaction, even if the prescribed time limits for claiming such refunds or credits have lapsed. For the avoidance of doubt, Input Tax Credits already availed of or utilised by Transferor Company-2 (Merged) and Transferee Company in respect of inter se transactions shall not be adversely impacted by the cancellation of inter se transactions pursuant to this Scheme;
- c. Upon this Scheme becoming effective, any advance tax, self-assessment tax, minimum alternate tax and unexpired credit thereof or TDS credit available or vested with Transferor Company-2 (Merged), including any taxes paid and taxes deducted at source and deposited by Transferor Company-2 (Merged) on inter se transactions during the period between Appointed Date and the Effective Date shall be treated as tax paid by Transferee Company and shall be available to Transferee Company for set-off against its liability under the Income Tax Act and any excess tax so paid shall be eligible for refund together with interest. Further, TDS deposited, TDS certificates issued, or TDS returns filed by Transferor Company-2 (Merged) on transactions shall continue to hold good as if such TDS amounts were deposited, TDS certificates were issued and TDS returns were filed by Transferee Company. Any TDS deducted by, or on behalf of, Transferor Company-2 (Merged) on inter se transactions will be treated as tax deposited by Transferee Company;
- d. Upon this Scheme becoming effective, any goods and service tax (GST), service tax or any other tax charged by, for, or on behalf of, Transferor Company-2 (Merged) on inter se transactions and in respect of which CENVAT credit or any Input Tax Credit is not available or has not been claimed by Transferor Company-2 (Merged), shall be treated as goods and service tax (GST), service

tax or any other tax (as the case may be) paid in cash by Transferor Company-2 (Merged), without any further action on the part of the relevant Transferor Company-2 (Merged) and Transferee Company;

- e. Transferee Company is expressly permitted to file or revise its corporate income tax, TDS, goods and services tax, wealth tax, service tax, excise, VAT, entry tax, professional tax or any other statutory returns, statements or documents in order to avail credit for advance tax paid, depreciation, tax deducted at source, claim for sum prescribed under Section 43B of the Income Tax Act on payment basis, deduction for provisions written back previously disallowed, by / relating to Transferor Company-2 (Merged) under the Income Tax Act, credit of tax paid (including Credit of minimum alternative tax, under Section 115JB read with Section 115JAA of the Income Tax Act, available to Transferor Company-2 (Merged) as on the Appointed Date), credit of foreign taxes paid / withheld etc., if any, pertaining to Transferor Company-2 (Merged) upon this Scheme becoming effective, and where necessary to give effect to this Scheme, even if the prescribed time limits for filing or revising such returns have lapsed without incurring any liability on account of interest, penalty or any other sum. Transferee Company is expressly permitted to amend, if required, its TDS 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 Appointed Date.
- f. The taxes or duties paid by, for, or on behalf of, Transferor Company-2 (Merged) relating to the period on or after Appointed Date (regardless of the period they relate to), shall be deemed to be the taxes or duties paid by Transferee Company, as effectively as if the Transferee Company had paid the same and Transferee Company shall be entitled to claim credit or refund for such taxes or duties;
- g. In accordance with the Cenvat Credit Rules, 2004 framed under Central Excise Act, 1944, state value added tax and Goods & Services tax as are prevalent on the Effective Date, the unutilized credits relating to excise duties, state value

added tax, Goods & Services tax and service tax paid on inputs / capital goods / input services lying in the accounts of the Undertaking of the Transferor Company-2 (Merged) shall be permitted to be transferred to the credit of the Transferee Company, (including in electronic form / registration), as if all such unutilized credits were lying to the account of the Transferee Company. The Transferee Company shall accordingly be entitled to set off all such unutilized credits against the excise duty / service tax/ Goods & Services tax payable by it.

Without prejudice to the generality of the above, all benefits, incentives, losses, credits (including, but without limitation to income tax, tax deducted at source, wealth tax, service tax, excise duty, central sales tax, applicable state value added tax, Goods & Services tax etc.) to which the Transferor Company-2 (Merged) is entitled to in terms of applicable laws, shall be available to and vest in the Transferee Company, (including in electronic form / registration), upon this Scheme coming into effect.

- h. As and from the Effective Date, all tax proceedings 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-2 (Merged). All tax liabilities of the Transferor Company-2 (Merged) determined prior to Effective Date as well as tax liabilities pertaining to past periods determined after the Effective Date shall be transferred and enforced against the Transferee Company in the same manner and to the same extent as would or might have been enforced against the Transferor Company-2 (Merged).

Further, all tax proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company-2 (Merged) with the Transferee Company or anything contained in the Scheme.

#### 13.1.8. Inter-se Transactions:

Without prejudice to the provisions of this Scheme, with effect from the Appointed Date, any loans, advances, obligations and any other transactions (including any billings, guarantees, letters of credit, letters of comfort or any other instruments or arrangements) between the Transferor Company-2 (Merged) and the Transferee Company shall, ipso facto, stand cancelled and discharged and there shall be no rights, liabilities or obligations outstanding as between the relevant Companies and appropriate effect shall be given to such cancellation and discharge in the books of accounts and records of the Transferee Company. For the avoidance of doubt, it is hereby clarified that with effect from the Appointed Date, there will be no accrual of interest or other charges in respect of any loans, advances and other obligations as between any of the Transferor Company-2 (Merged) and the Transferee Company. In so far as any shares, securities, debentures or notes issued by the Transferor Company-2 (Merged), and held by the Transferee Company and vice versa are concerned, the same shall, stand cancelled without any further act or deed as on the Effective Date, and shall have no effect and the Transferor Company-2 (Merged) or the Transferee Company, as the case may be, shall have no further obligation outstanding in that behalf.

13.1.9. Declaration of Dividend:

- a. During the period between the Appointed Date and up to and including the Effective Date, the Transferor Company-2 (Merged) shall not declare any dividend without the prior written consent of the Board of Directors of the Transferee Company.
- b. For the avoidance of doubt, it is hereby declared that nothing in the Scheme shall prevent the Transferee Company from declaring and paying dividends, whether interim or final, to its equity shareholders as on the Record Date for Dividend.
- c. It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any shareholder to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective boards, and subject

to the approval, if required, of the shareholders of Transferor Company-2 (Merged) and Transferee Company respectively as the case may be

13.1.10. Miscellaneous

- a. Insofar as any securities (including equity shares), debentures or notes issued by the any of the Transferor Company-2 (Merged) and held by the Transferee Company and vice versa are concerned, the same shall, unless sold or transferred by holder of such securities, at any time prior to the Effective Date, stand cancelled and shall have no further effect.
- b. The Transferee Company shall be entitled to take all steps as may be necessary to ensure that vacant, lawful, peaceful and unencumbered possession, right, title, interest in the immovable property of the Transferor Company-2 (Merged) or the properties occupied or used or enjoyed by the Transferor Company-2 (Merged) is received by the Transferee Company;
- c. All motor vehicles of any description whatsoever of any of the Transferor Company-2 (Merged) shall stand transferred to and be vested in the Transferee Company with effect from the Appointed Date, and the Transferee Company shall take steps, on or after the Effective Date, for substitution of the name of the Transferee Company in place of the respective Transferor Company-2 (Merged), in the certificates of registration and other documents relating to motor vehicles and the appropriate Governmental and Registration Authorities shall accordingly substitute the name of the Transferee Company in place of the Transferor Company-2 (Merged).

**14. Conduct of Business by the Transferor Company-2 (Merged)**

14.1. With effect from the Appointed Date and until the Effective Date:

- a. The Transferor Company-2 (Merged) shall carry on and shall be deemed to have carried on all their businesses and activities as hitherto for and on account or,

and for the benefit of and in trust for, Transferee Company and shall stand possessed of their businesses, including all the assets and properties, on account of, and for the benefit of, and in trust for, the Transferee Company;

- b. All the income and profits accruing to the Transferor Company-2 (Merged) and expenditure and losses arising or incurred (including the effect of taxes, if any, thereon) by the Transferor Company-2 (Merged) , shall, for all purposes, be treated and be deemed to be and accrue as the incomes and profits or expenditure or losses or taxes of the Transferee Company, as the case may be.
- c. The Transferor Company-2 (Merged) shall carry on its business with reasonable diligence and in the same manner as it has been doing hitherto, and the Transferor Company-2 (Merged) shall not, save for anything done in the ordinary course of business, alter or substantially expand their business except with the written concurrence of the Transferee Company;
- d. The Transferor Company-2 (Merged) shall not, without the written concurrence of the Transferee Company, alienate, charge or encumber any of their assets and properties, except in the ordinary course of business or pursuant to any pre-existing obligation undertaken prior to the date of approval of the Scheme by the Board of Directors of the Transferor Company-2 (Merged);
- e. The Transferor Company-2 (Merged) shall not vary or alter, except in the ordinary course of its business or pursuant to any pre-existing obligation undertaken prior to the date of approval of the Scheme by the Board of Directors of the Transferor Company-2 (Merged), the terms and conditions of employment of any of their employees, nor shall they conclude settlement with any union or its employees except with the written concurrence of the Transferee Company;
- f. Upon the Scheme becoming effective, with effect from the Appointed Date, all debts, liabilities, duties and obligations of the Transferor Company-2 (Merged) as on the close of business on the date preceding the Appointed Date, whether

or not provided in its books, and all liabilities which arise or accrue on or after the Appointed Date shall be deemed to be the debts, liabilities, duties and obligations of the Transferee Company;

g. Any of the rights, powers, authorities and privileges attached or related or pertaining to and exercised by or available to the Transferor Company-2 (Merged) shall be deemed to have been exercised by the Transferor Company-2 (Merged) for and on behalf of and as agent for the Transferee Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Business and Undertaking that have been undertaken or discharged by the Transferor Company-2 (Merged) shall be deemed to have been undertaken or discharged for and on behalf of and as agent for the Transferee Company.

14.2. For the purpose of giving effect to the vesting of the Business and Undertaking of the Transferor Company-2 (Merged), pursuant to Orders passed by the Tribunal, the Transferee Company shall, at any time, be entitled to get the recording of the change in the legal right(s), in accordance with the provisions of Sections 230 to 232 of the Act and in terms of directions, if any, given by the Tribunal. Further the Transferee Company shall be authorised to execute any pleadings, applications, forms, deeds, documents or other writings, as are required to remove any difficulties, seek modifications to the Scheme and carry out any formalities or compliances as are necessary for the implementation of this Scheme.

14.3. Pending sanction of the Scheme, the Transferee Company shall be entitled to apply to the Central and the State Governments, all other applicable authorities, agencies and/or organizations, for such consents, approvals, permissions and sanctions as may be required to own and operate the Business and Undertaking of the Transferor Company-2 (Merged), and the Transferor Company-2 (Merged) will provide such reasonable assistance as may be required by the Transferee Company in this regard.

## **15. Consideration**



- 15.1. For the purposes of this Scheme, it is hereby clarified that as the Transferor Company-2 (Merged), pursuant to the implementation of Part-II of this Scheme, would remain the wholly owned subsidiary of the Transferee Company and there would be no issue of shares by the Transferee Company in consideration of the amalgamation. Consequently, upon the Scheme coming into effect, the investments in the equity and/ or preference share capital of Transferor Company-2 (Merged) appearing in the books of accounts of the Transferee Company will stand extinguished and cancelled.
- 15.2. Upon the Scheme becoming effective, the entire paid up share capital in the Transferor Company-2 (Merged) fully held by the Transferee Company and/or its nominee(s) on the Effective Date shall stand extinguished and all such shares certificates representing the shares in the Transferor Company-2 (Merged) shall be deemed to be cancelled on the Effective Date without any further application, act or deed.
- 15.3. For removal of doubts, it is clarified that for the purposes of giving effect to this clause, the Transferee Company shall determine the shareholders of the Transferee Company and the Transferor Companies as on the Record Date for Consideration.
- 16. Combination of the Authorized Share Capital and Amendment of Memorandum of Association of Transferee Company**
- 16.1. With effect from the Appointed Date and upon the Scheme becoming effective, pursuant to Sections 230 and 232 read with Sections 13 and 61 and other applicable provisions of the Act, and Clause V of the Memorandum of Association of Transferor Company-2 (Merged), the authorized share capital of Transferee Company shall stand increased from the present authorized share capital consisting of 20,00,00,000 (Twenty Crore) equity shares of INR 10/- (Rupees Ten only) and 12,00,000 (Twelve Lakh) preference shares of INR 100/- (Rupees Hundred only) each aggregating to INR 212,00,00,00,000/- (Rupees Two Hundred and Twelve Crore only) to 21,50,10,000/- (Twenty One Crore Fifty Lakh Ten Thousand) equity shares of INR 10/- (Rupees Ten only) each, 12,00,000 (Twelve Lakh) preference shares of INR 100/- (Rupees Hundred only) each and 1,00,000 10% Redeemable Preference Shares of INR 10/- each collectively aggregating to INR 2,27,11,00,000/- (Rupees Two Hundred and Twenty

Seven Crore Eleven Lakh only). The fees/duty already paid by Transferor Company-2 (Merged) for their authorized share capital shall be deemed to have been paid by Transferee Company. The amended Clause V of the Memorandum of Association of the Transferee Company shall without any further act, deed or instrument be substituted as follows:

*“The Authorised Share Capital of the Company is Rs 2,27,11,00,000/- (Rupees Two Hundred and Twenty Seven Crore Eleven Lakh only) divided into 21,50,10,000/- (Twenty One Crore Fifty Lakh Ten Thousand) equity shares of INR 10/- (Rupees Ten only) each, 12,00,000 (Twelve Lakh) preference shares of INR 100/- (Rupees Hundred only) each and 1,00,000 10% Redeemable Preference Shares of INR 10/- each”*

16.2. With effect from the Appointed Date and upon the Scheme becoming effective, the main objects of the Transferor Company-2 (Merged) as covered in Paragraph B(ii) and Paragraph (iii) respectively of this Scheme shall be added to the existing main objects of the Transferee Company in clause A of Article III of its Memorandum of Association. The amended Clause III (A) of the Memorandum of Association of the Transferee Company shall without any further act, deed or instrument be substituted as follows:

- 1. “To manufacture, assemble, erect, install, import, export, equip, sell, trade, fabricate, design, distribute, repair, maintain, exchange, alter, sell on Equated monthly system or installment system or to construct, develop, enter into arrangement for setting up the same either in whole or in part or any other way to deal in all kinds of Electronics, Electronic Components, Electrical and Communication Equipments like Televisions Receiver Sets (both Colour and Black and White, Video cassette Recorders and Players, Multipliers and Players, Tape Recorders, tape recorder/Radios (Two-in-one) Stereo cassette Decks, Video games, calculators, Digital Products, Transmission, Players, Public address equipments and antennas of different kinds, communication equipment, Satellite Equipment, M.A.T.V/C.A.T.V/T.V.R.O systems, Public safety Fire, Security Sensor*

*equipments, Signal Receivers, transmitter receiving equipments, boots, apparatuses for generating, transmitting, receiving, recording, testing, reproducing, Storing, retrieving, amplifying, computing or otherwise processing audio visual and Data signals whether electronically, or by any other means for entertainment, business, Industrial, Medical and research purposes, Patternn Generators, Electronic Telephones, Electronic Toys, Paging System, Electronic Equipment for ASutomobiles and other Communication Network System and components/Accessories thereof, including micro process or thing and Micro computer systems, Computer software and ancillary equipments and data processing system , IT services and sub assemblies thereof and to act as consultants to engaged in such business/activities.*

2. *To carry on the business of designers and manufacturers, buyers, sellers, assemblers, exporters, importers, distributors, agents and dealers in Memory Chips, Memory Modules, PCB assemblies and other computer hardware and peripherals including floppy disc drives, hard disk drives and other storage products, printers, readers, magnetic or otherwise, CRT displays and terminals and all other electronic and communication equipments and parts components assemblies and subassemblies to be used in the computer and electronic industry including voice coils, voice coil actuator, assembly antenna coils, smart cards and Radio Frequency Identification Devices.*
3. *To carry on the business of designers and manufacturers, buyers, sellers, assemblers, exporters, importers, distributors, agents, Consultants and dealers of all kinds of hardware in Computers and electronics including recording heads, components such as resistors, capacitors and all kinds of semi-conductor devices, engineering services and components and peripherals of mini and micro Computer Systems”.*

- 16.3. Pursuant immediately to the increase of authorized share capital and the addition of main objects as envisaged above, the Memorandum of Association of Transferee Company shall automatically stand amended and altered accordingly.
- 16.4. Transferee Company shall file the amended copy of its Memorandum of Association and Articles of Association with the Appropriate Authority within a period of 30 days (or within such time as prescribed under Applicable Law) from the Effective Date and the Appropriate Authority shall take the same on record.
- 16.5. It is hereby clarified that the consent of the shareholders of Transferee Company to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Section 13, Section 14, Section 61, Section 64 or any other applicable provisions of the Act, would be required to be separately passed.

## **17. Accounting Treatment**

### **17.1. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEEE COMPANY.**

Upon the Scheme becoming effective, the amalgamation of the Transferor Company-2 with the Transferee Company will be accounted for in the following manner:

- 17.1.1. The amalgamation shall be accounted for in accordance with the 'Pooling of Interest Method' of accounting as laid down in Appendix C, "Amalgamation in the nature of Business Combination of entities under common control" of IND AS 103, 'Business Combinations' as prescribed under Section 133 of the Companies Act, 2013 read with relevant rules framed thereunder and other accounting principles generally accepted in India as under:
- 17.1.2. The accounting treatment will be as under:
- 17.1.3. Upon the Scheme coming into effect and with effect from the Appointed Date, the Transferee Company shall record all the assets, liabilities and reserves (if and to the

extent applicable) of the Transferor Company - 2, vested in it pursuant to the Scheme, at the carrying values as would appear in the consolidated financial statements of the Transferee Company.

17.1.4. Accordingly, the goodwill or capital reserve (as applicable) on consolidation of the Transferor Company-2 appearing in the consolidated financial statements of the Transferee Company, will continue to appear in the standalone financial statements of the Transferee Company after giving effect to the Scheme.

17.1.5. Upon the Scheme becoming effective, all inter-company balances between Transferor Company-2 and Transferee Company, if any, shall stand cancelled without any further act or deed.

17.1.6. In case of any differences in accounting policies between the Transferor Company-2 and Transferee Company, the accounting policies followed by the Transferee Company shall prevail and the difference shall be adjusted in appropriate reserve of the Transferee Company, to ensure that the financial statements reflect the financial position on the basis of consistent accounting policies.

17.1.7. On the Scheme becoming effective, the financial statements of Transferee Company (including comparative period presented in the financial statement of Transferee Company) shall be restated for the accounting impact of Amalgamation, as stated above, as if the amalgamation had occurred from the beginning of the said comparative period presented.

17.1.8. Notwithstanding the above, in the event, subsequent to the filing of the Scheme, there are changes to any Ind AS's or Generally Accepted Accounting Principles, the Board of Directors of the Transferee Company may make suitable adjustments to the accounting treatment detailed above in order to comply with such amended/revised Ind AS's or Generally Accepted Accounting Principles.

17.2. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEROR COMPANY-2 (MERGED)

17.2.1. As the Transferor Company-2 (Merged) stands dissolved without being wound up upon this Scheme becoming effective, as mentioned in Clause 19 of the Scheme and all assets, reserves and liabilities shall be transferred to the Transferee Company, hence there is no accounting treatment prescribed under this Scheme in the books of the Transferor Company-2 (Merged).

## **18. Saving of Concluded Transactions**

18.1. The transfer of Business and Undertaking of the Transferor Company-2 (Merged) as envisaged above shall not affect any transaction or proceedings already concluded by the Transferee Company on or before the Appointed Date and after the Appointed Date till the Effective Date, to the end and intent that the Transferor Company-2 (Merged) accept and adopts all acts, deeds and things done and executed by the Transferee Company in respect thereto as done and executed by Transferee Company on behalf of itself.

## **19. Dissolution of Transferor Company-2 (Merged)**

19.1. Upon this Scheme becoming effective, Transferor Company-2 (Merged) shall without any further act or deed, stand dissolved without being wound up without any further act or deed by the parties. The name of Transferor Company-2 (Merged) shall be dissolved and removed by the Registrar of Companies. Transferee Company shall make necessary filings in this regard.

## **PART-IV: GENERAL TERMS AND CONDITIONS**

### **20. Provisions Applicable to the Scheme**

20.1. Upon the sanction of this Scheme and upon this Scheme becoming effective, the following shall be deemed to have occurred on the Appointed Date and become effective and operative in the order mentioned hereunder:

- a. Amalgamation of Transferor Companies into and with the Transferee Company in accordance with Part II and Part III of the Scheme;
- b. Combination of the authorised share capital of the Transferor Company-1 and the Transferor Company-2 as provided in Paragraph 9.1 of Part II of this Scheme;
- c. Combination of the authorised share capital of the Transferor Company-2 (Merged) and the Transferee Company as provided in Paragraph 16.1 of Part III of this Scheme;
- d. Amendment of the main objects of the Transferee Company as provided in Paragraph 16.2 of Part III of the Scheme;
- e. Dissolution of the Transferor Company-1 as provided in Paragraph 12 of Part-II of this Scheme; and
- f. Dissolution of the Transferor Company-2 (Merged) as provided in Paragraph 19 of Part- III of this Scheme.

### **21. Application to Tribunal**

21.1. The Transferor Companies and the Transferee Company shall make all applications/petitions under sections 230 and 232 and other applicable provisions of the Act to the Tribunal for sanctioning of this Scheme and obtain all approvals as may be required under Applicable Law.

## **22. Listing Agreement and SEBI Compliances**

- 22.1. Since the Transferee Company is a listed company, this Scheme is subject to the compliances of all the requirements under the Listing Regulations and all statutory directives of SEBI insofar as they relate to sanction and implementation of the Scheme.
- 22.2. Per the Regulation 37(6) of the Listing Regulations relaxation has been provided in relation to the requirement of obtaining prior approval or no objection/ observation letter of the Stock Exchanges and SEBI in case of merger of wholly owned subsidiary with its holding company. The draft Scheme shall be filed with the Stock Exchanges for disclosure purposes in compliance with the above Regulation.

## **23. Conditionality of the Scheme**

Subject to the provisions of this Scheme, this Scheme shall become effective on the last of the following dates (“**Effective Date**”):

- 23.1. The Scheme as sanctioned by the Tribunal under Sections 230 to 232 of the Act and certified copies of such Orders of the Tribunal sanctioning the Scheme being filed with the Registrar of Companies by the Transferee Company and the Transferor Companies, as may be applicable.
- 23.2. The receipt of the requisite, consent, approval or permission of any Government, statutory or regulatory authority which under Applicable Law may be necessary for the implementation of this Scheme.

## **24. Modification or Amendments to the Scheme**

- 24.1. Transferor Companies and the Transferee Company, through their respective Board of Directors (which shall include any committee or person authorized by the said Boards in this regard) may assent from time to time, on behalf of all persons concerned, to any extension, modifications which either the Board of Directors of Transferor Companies and the Transferee Company, deem fit and/ or approved/ imposed by the creditors/



members or any other authority, amendments to the Scheme (including modification in the Appointed Date) or to any conditions or limitations that the Tribunal, and /or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them. Transferor Companies and the Transferee Company, acting through their respective authorized representatives, be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

- 24.2. For the purpose of giving effect to this Scheme or modifications or amendments thereof or additions thereto, the Board of Directors of Transferor Companies and the Transferee Company, including any person(s) or committee as may be authorized by the respective Board of Directors on their behalf may give and are hereby authorized to determine and give all such directions as are necessary and such determination or directions, as the case may be, shall be binding on all the parties in the manner as if the same were specifically incorporated in this Scheme.

## **25. Revocation or Withdrawal of the Scheme**

- 25.1. Subject to the order of the Tribunal, the Board of Directors of the Companies shall be entitled to revoke, cancel, withdraw and declare this Scheme to be of no effect at any stage if: (i) this Scheme is not being sanctioned by the Tribunal or if any of the consents, approvals, permissions, resolutions, agreements, sanctions and conditions required for giving effect to this Scheme are not obtained or for any other reason; (ii) in case any condition or alteration imposed by the Tribunal, shareholders/ creditors of the Companies or any other authority is not acceptable to the Board of Directors of the Companies; (iii) the Board of Directors of the Companies are of the view that the coming into effect of this Scheme in terms of the provisions of this Scheme or filing of the drawn up order with any Governmental Authority could have adverse implication on all or any of Transferor Companies and the Transferee Company; (iv) any change in Applicable Law; (v) owing to reasons as otherwise deemed fit by the Board of Transferor Companies and the Transferee Company. On revocation, withdrawal, or

cancellation, this Scheme shall stand revoked, withdrawn, cancelled and be of no effect and in that event, no rights and liabilities whatsoever shall accrue to or be incurred inter se between the companies 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 in accordance with the Applicable Law and in such case, each party shall bear its own costs unless otherwise mutually agreed.

- 25.2. In the event of any inconsistency between any of the terms and conditions of any earlier arrangement between the Companies, and/or their respective shareholders and/or creditors, and the terms and conditions of the Scheme, the latter shall prevail.

## **26. Severability**

- 26.1. If any part of this Scheme is determined to be invalid, illegal or unenforceable by the Tribunal or any Court(s) of competent jurisdiction or is otherwise found to be unworkable for any reason whatsoever, then it is the intention of the parties that such part shall be severable from the remainder of this Scheme, and the remainder of the Scheme shall remain in full force and effect as if such provision (or part thereof) had not originally been contained in the Scheme. Further, if deletion of such part of the Scheme shall cause this Scheme to become materially adverse to the Transferor Companies and/ or Transferee Company, then in such case the Companies shall attempt to bring about a modification in this Scheme, that will best preserve for the Companies the benefits and obligations of this Scheme, including but not limited to such part.

## **27. Costs, Charges and Expenses**

- 27.1. All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) arising out of or incurred in connection with the Scheme and matters incidental thereto, shall be on account of and borne by Transferee Company.

## **28. Miscellaneous**

- 28.1. Any doubt or difference or issue between the parties hereto or any of their shareholders, creditors, employees and/or persons entitled to or claiming any right to any equity shares in the Transferee Company or any equity shares in the Transferor Companies, as to the construction thereof or as to any account, valuation to be taken or made of any asset or liability transferred to the Transferee Company or as to anything else contained in or relating to or arising out of this Scheme, shall be decided jointly by the Boards of the Transferor Companies and the Transferee Company, whose decision shall be final and binding on all concerned.
- 28.2. In the event of any inconsistency between any of the terms and conditions of any earlier arrangement between the Companies, and/or their respective shareholders and/or creditors, and the terms and conditions of the Scheme, the latter shall prevail.
- 28.3. In the event of this Scheme not becoming effective, this Scheme shall become null and void and no rights or liabilities whatsoever shall accrue to, or be incurred inter-se by, the parties or their respective shareholders or creditors or employees or any other person.

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