

# Action Construction Equipment Ltd.

Corporate & Regd. Office  
Dudhola Link Road, Dudhola, Distt. Palwal - 121102, Haryana, India



**Date: March 19, 2019**

To,

The Manager  
BSE Limited  
5<sup>th</sup> Floor, P.J. Towers,  
Dalal Street,  
Mumbai-400001  
**Scrip Code: 532762**

The Manager  
National Stock Exchange of India Ltd.  
Exchange Plaza, Bandra Kurla Complex,  
Bandra (E),  
Mumbai-400051  
**CM Quote: ACE**



**Subject: NCLT formal order for the scheme of Amalgamation of Frested Limited with Action Construction Equipment Limited.**

Dear Sir/Madam,

This is further to our letter dated **26<sup>th</sup> February, 2019**, wherein we had informed that the Hon'ble National Company Law Tribunal, Chandigarh Bench ('NCLT') vide its order dated February 20, 2019 has approved the Scheme of Amalgamation of Frested Limited, a wholly owned subsidiary of Action Construction Equipment Limited ('the Company) with the Company as per the provisions of Section 230-232 & 234 of the Companies Act, 2013 ("Scheme").

In this regard, we would like to inform that the company has received formal order for the approval of the said Scheme.

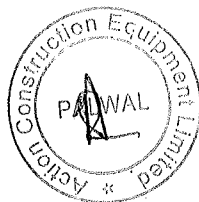
Copy of the order is enclosed herewith.

This is for your information and record. Kindly acknowledge the receipt of the same.

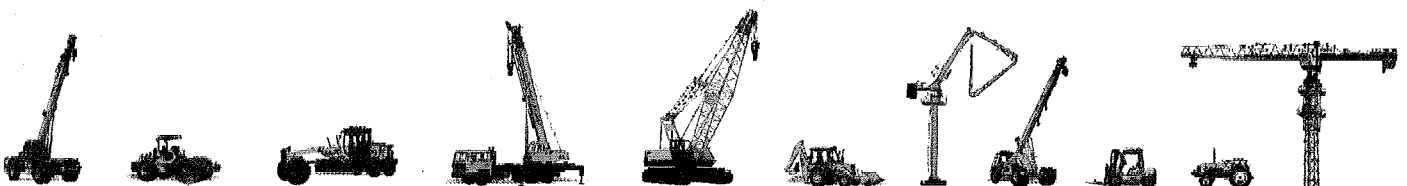
Thanking You.

Yours faithfully,  
**For Action Construction Equipment Limited**

**Anil Kumar**  
**Company Secretary**



Enclosure : as above



Corporate Office & Regd. Office : Phone : +91-1275-280111 (50 Lines), Fax : +91-1275-280133, E-mail : works2@ace-cranes.com  
Mktg. H.Q.: 4th Floor, Pinnacle, Surajkund, Faridabad, NCR-121009, Phone: +91-129-4550000 (100 Lines), Fax : +91-129-4550022, E-mail: marketing@ace-cranes.com  
Customer Care No.: 1800 1800 004 (Toll Free), CIN : L74899HR1995PLC053860

*Nothing beats an ACE*

**NATIONAL COMPANY LAW TRIBUNAL  
CHANDIGARH BENCH  
CORPORATE BHAWAN, PLOT NO. 4-B  
GROUND FLOOR, SECTOR 27-B, MADHYA MARG,  
CHANDIGARH-160019**

No.NCLT/Reg./FO/2018/.....<sup>884</sup>.....

Date.14-3-19

To

**CP (CAA)No.20/Chd/Hry/2018**

**1. Frested Limited**

having its registered office at  
Suite 204, Grand Baie Business Quarter,  
Chemin Vingt Pieds, Grand Bay 30529,  
Mauritius

.... Transferor Company

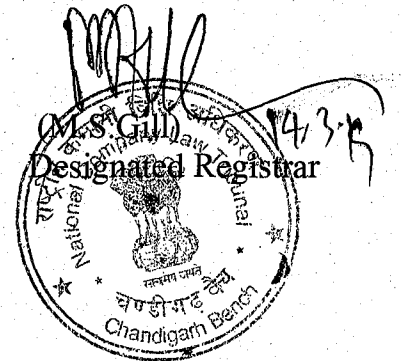
WITH

**2. Action Construction Equipment Limited**

having its registered office at  
Dudhola Link Road, District – Palwal,  
Haryana – 121102  
PAN: AAACA6189P  
CIN: L74899HR1995PLC053860

..... Petitioner Company –  
Transferee Company

Please find enclosed herewith formal order as per Form No. CAA 7 of Companies (Compromises, Arrangements and Amalgamation) Rules, 2016 containing the directions of the Hon'ble National Company Law Tribunal, Chandigarh for compliance in terms of order dated 20.02.2019



(Pursuant to section 232 and rule 20)  
Before the National Company Law Tribunal,  
Chandigarh Bench, Chandigarh

CP (CAA)No.20/Chd/Hry/2018

Under Sections 230 & 232 and 234  
of the Companies Act, 2013

**In the matter of the Scheme of Amalgamation between:**

**1. Fredsted Limited**

having its registered office at  
Suite 204, Grand Baie Business Quarter,  
Chemin Vingt Pieds, Grand Bay 30529,  
Mauritius

.... Transferor Company

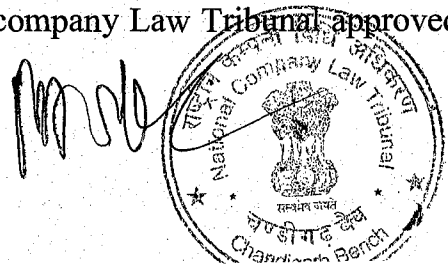
WITH

**2. Action Construction Equipment Limited**

having its registered office at  
Dudhola Link Road, District – Palwal,  
Haryana – 121102  
PAN: AAACA6189P  
CIN: L74899HR1995PLC053860

..... Petitioner Company –  
Transferee Company

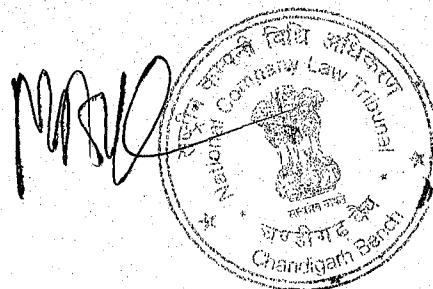
Upon the above petition coming up for hearing on 20<sup>th</sup> February, 2019 and upon reading the said petition, report submitted by the Regional Director, Northern Region, Ministry of Corporate Affairs, New Delhi and the Registrar of Companies, NCT of Delhi & Haryana as well as report of Income Tax Department, compliance affidavit submitted by the Counsel for the petitioner companies and hearing Mr. Deepak Suri, Advocate learned counsel for the petitioner companies, Mr. M.S. Pachouri, Registrar of Companies Punjab, Chandigarh and Himachal Pradesh representing the Registrar of Companies, NCT of Delhi & Haryana and also representing the Regional Director and Mr. Yogesh Putney, Advocate representing the Income Tax Department and carefully perusing the records, the National company Law Tribunal approved the



'scheme' of amalgamation with the clarification that this order should not be construed as an order in any way granting exemption from payment of any stamp duty, taxes or any other charges, if any, and payment in accordance with law or granting permission. In respect of any permission/compliance with any other requirement which may be specifically required under any law. It is directed that the Petitioner Companies shall comply with RBI guidelines and the provisions of FEMA/RBI Act. With the sanction of the Scheme, the Transferor Company shall stand dissolved without undergoing the process of winding up and no shares will be issued to the shareholders of Transferor Company since it is a wholly-owned subsidiary of the applicant-company

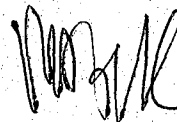
**THIS TRIBUNAL DO FURTHER ORDER:**

- i) That all the property, rights and powers of the Transferor Company be transferred, without further act or deed, to the Transferee Company and accordingly, the same shall pursuant to sections 230 to 232 of the Companies Act, 2013, be transferred to and vested in the Transferee Company for all the estate and interest of the Transferor Company but subject nevertheless to all charges now affecting the same and further that the petitioner-Transferee Company shall comply with RBI guidelines and provisions of FEMA and RBI Act; and
- ii) That the petitioner-company shall follow the directions contained in SEBI Circular CFD/DIL3/CIR/2017/21 dated 01.03.2017; and
- iii) That all the liabilities and duties of the Transferor Company be transferred, without further act or deed, to the Transferee Company and accordingly the same shall pursuant to sections 230 to 232 of the Companies Act, 2013, be transferred to and become the liabilities and duties of the Transferee Company; and
- iv) That all the proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company; and
- v) That all the employees of the Transferor Company shall be transferred to the Transferee Company in terms of the 'Scheme'; and



- vi) That the fee, if any, paid by the Transferor Company on its authorized capital shall be set off against any fees payable by the Transferee Company on its authorized capital subsequent to the sanction of the 'Scheme'; and
- vii) That the Petitioner Companies do, within 30 days after the date of receipt of the order of this Tribunal, cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the Transferor Company shall be dissolved without undergoing the process of winding up and the concerned Registrar of Companies shall place all documents relating to the Transferor Company and registered with him on the file kept in relation to the Transferee Company and the files relating to the said Transferor and Transferee Companies shall be consolidated accordingly, as the case may be; and
- viii) That the Transferee Company shall deposit an amount of ₹1,50,000/- Rupees One Lac Fifty Thousand only) with the Pay & Accounts Officer in respect of the Regional Director, Northern Region, Ministry of Corporate Affairs and ₹50,000/- Rupees Fifty Thousand only), in favour of "The Company Law Tribunal Bar Association" Chandigarh within a period of three weeks from the receipt of the certified copy of this order; and
- ix) That any person interested shall be at liberty to apply to the Tribunal in the above matter for any directions that may be necessary

**Dated: 20.02.2019**  
**(By the Tribunal)**

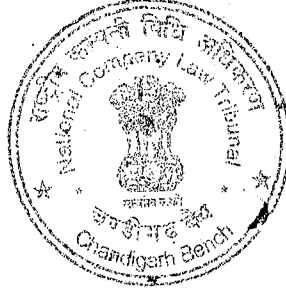


**(M.S. Gill)**  
**Designated Registrar**  
**National Company Law Tribunal,**  
**Chandigarh Bench**



### **SCHEDULE**

**(attached as supplied by the Transferor Company)**



FREE OF COST COPY

No. 1102

Date of Presentation

of application for Copy 6-3-19

No. of Pages 3+12+4 = 19

Copying Fee NIL

Registration & Postage Fee NIL

Total ₹ NIL

Date of Receipt &

Date of Preparation of Copy 14-3-19

Date of Delivery of Copy 14-3-19

DD / ER / AR / Court Officer  
National Company Law Tribunal  
Chandigarh Bench, Chandigarh

14-3-19

**SCHEME OF AMALGAMATION**  
**BETWEEN**  
**FRESTED LIMITED**  
**AND**  
**ACTION CONSTRUCTION EQUIPMENT LIMITED**  
**AND**  
**THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

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for FRESTED LTD.  
*Rajan Lth*  
Authorised Signatory

for Action Construction Equipment Limited  
*Rajan Lth*  
Authorised Signatory

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**PREAMBLE**

**(A) Background and Description of Companies**

1. **FRESTED LIMITED**, (hereinafter called 'Frested Ltd or 'Amalgamating Company' or 'Transferor Company') is a company incorporated under the provisions of the Mauritius Companies Act, 2001 having its registered office at Suite 204, Grand Baie Business Quarter, Chemin Vingt Pieds, Grand Bay 30529, Mauritius.
2. **Action Construction Equipment Limited**, (hereinafter called 'ACE' or 'Amalgamated Company' or 'Transferee Company') is a public listed company incorporated under the provisions of Indian Companies Act, 1956 having its registered office at Dudhola Link Road, District – Palwal , Haryana – 121102.
3. ACE is the holding company of Frested Ltd.
4. ACE is engaged in the business of manufacturing of three types of heavy equipments – (i) mobile cranes / tower cranes ; (ii) material handling / construction equipment and (iii) agri equipment

**(B) Purpose and Rationale of the Scheme of Amalgamation**

This Scheme of Amalgamation (hereinafter called 'the Scheme') is presented under Sections 230 – 232 and 234 and other applicable provisions, if any, of the Indian Act (as defined in clause 1.1 hereinafter) and Sections 261 to 264 and other applicable provisions, if any, of the Mauritius Act (as defined in clause 1.7 hereinafter), for amalgamation of Frested Ltd. into and with ACE. The Indian Act enables a foreign transferor company to merge into an Indian transferee company.

**The Board of Directors of Frested Ltd and ACE consider that the Scheme of Amalgamation would benefit the respective companies and the various stakeholders on account of the following reasons:**

1. Rationalizing and optimizing the group legal entity structure to ensure greater alignment with the business by reducing the number of legal entities;
2. Reduction in the legal and regulatory compliances required at present to be carried out by Frested Ltd and by ACE in relation to Frested Ltd ;
3. Overall reduction in administrative, managerial and other expenditure and operational rationalization, organizational efficiency and optimal utilization of various resources.

In consideration of the above rationale and benefits, this Scheme is now presented for amalgamation of Frested Ltd into and with ACE in accordance with the terms set out hereunder.

**(C) Parts of the Scheme of Amalgamation**

This Scheme of Amalgamation is divided into the following parts:

1. **PART I** - Definitions and Share Capital;
2. **PART II** - Amalgamation of Frested Ltd with ACE;
3. **PART III** – General Clauses, Terms and Conditions.

for FRESTED LTD.

*Rajan LK*

Authorised Signatory

for Action Construction Equipment Limited

*Rajan LK*

Authorised Signatory





## PART – I

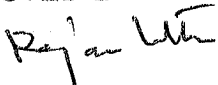
### DEFINITIONS AND SHARE CAPITAL

#### 1. DEFINITIONS

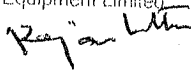
In this Scheme (as defined hereinafter), unless repugnant to the meaning or context thereof, the following expressions shall have the meaning mentioned herein below:

- 1.1 **“Act” or “the Act” or “Indian Act” or “The Indian Act”** means the Companies Act, 2013 of India, and shall include the rules and regulations made thereunder and any statutory modifications, re-enactments and / or amendments thereof.
- 1.2 **“Amalgamated Company” or “Transferee Company” or “ACE”** means Action Construction Equipment Limited, a public listed company incorporated under the provisions of Indian Companies Act, 1956 having its registered office at Dudhola Link Road, District – Palwal , Haryana – 121102.
- 1.3 **“Amalgamating Company” or “Transferor Company” or “Frested Ltd”** means Frested Limited, a private company incorporated under the provisions of the Mauritius Companies Act, 2001 having its registered office at Suite 204, Grand Baie Business Quarter, Chemin Vingt Pieds, Grand Bay 30529, Mauritius.
- 1.4 **“Appointed Date”** means January 1, 2018 being the date with effect from which Frested Ltd shall stand amalgamated into and with ACE in terms of this Scheme, upon sanction of the Scheme by the NCLT and Supreme Court of Mauritius and the Scheme coming into effect.
- 1.5 **“Appropriate Authority”** means any government, statutory, regulatory, departmental or public body or authority of the Relevant Jurisdiction, including Registrar of Companies and the NCLT and Supreme Court of Mauritius. .
- 1.6 **“Effective Date”** means the last of the dates on which the conditions specified in Clause 17 are complied with. Any references in this Scheme to “upon this Scheme becoming effective” or “effectiveness of this Scheme” shall mean and refer to the Effective Date.
- 1.7 **“Mauritius Act”** means The Companies Act, 2001 of Mauritius or any statutory modification or re-enactment thereof for the time being in force.
- 1.8 **“NCLT”** means National Company Law Tribunal at Chandigarh;
- 1.9 **“Registrar of Companies”** means Registrar of Companies, New Delhi and the Registrar of Companies, Mauritius, individually or collectively, as the context may require.
- 1.10 **“Relevant Jurisdiction”** means the territories of the Republic of India and Mauritius.
- 1.11 **“Scheme” or “the Scheme” or “this Scheme”** means this Scheme of Amalgamation, in its present form or with any modification(s) made under Clause 16 of this Scheme as approved or directed by NCLT and Supreme Court of Mauritius or any other appropriate authority in the relevant jurisdictions.

for FRESTED LTD.

  
Authorised Signatory

for Action Construction Equipment Limited

  
Authorised Signatory



- 1.12 "Supreme Court of Mauritius" means the Bankruptcy Division of the Supreme Court of Mauritius.
- 1.13 "Transferred Undertaking" means the whole of the undertaking(s) of Frested Ltd., on the Appointed Date. For the avoidance of doubt Frested Ltd. will have no immovable property, debts (except inter-group debts) or other liabilities as on the Appointed Date.
- 1.14 In this Scheme, unless the context otherwise requires:
- references to persons shall include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
  - the headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Scheme;
  - words in the singular shall include the plural and vice versa;
  - any references in the Scheme to "upon the Scheme becoming effective" or "effectiveness of the Scheme" shall mean the Effective Date; and
  - all terms and words used but not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Indian Act and other applicable laws, rules, regulations, bye laws, as the case may be, including any statutory modification or re-enactment thereof from time to time.

## 2. DATE OF TAKING EFFECT AND OPERATIVE DATE

- 2.1 The Scheme set out herein in its present form or with any modification(s) approved or directed by the NCLT and Supreme Court of Mauritius or any other appropriate authority in the Relevant Jurisdictions shall have legal effect and force from the Appointed Date but shall be operative from the Effective Date.
- 2.2 Any reference in this Scheme to "upon the Scheme becoming effective" or "effectiveness of the Scheme" or "upon the coming into effect of the Scheme" shall mean the Effective Date.

## 3. SHARE CAPITAL

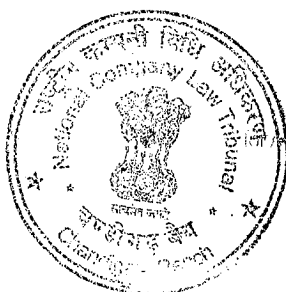
- 3.1 The Share Capital of Frested Ltd as per the audited balance sheet as on January 31, 2017 is as under:

Particulars	As at January 31, 2017 (USD)
<b>Issued, Subscribed and Paid-up</b>	
1,000 Ordinary Share of USD 1.3/-each	1,300
<b>TOTAL</b>	<b>1,300</b>

Subsequent to the Balance Sheet date, there has been no change in the issued, subscribed and paid-up capital of Frested Ltd.

for FRESTED LTD.

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Authorised Signatory

3.2 The Share Capital of ACE as per the audited balance sheet as on March 31, 2017 is as under:

Particulars	As at March 31, 2017 (Rs.)
<b>Authorized Capital</b>	
125,000,000 Equity Shares of Rs. 2/- each	250,000,000
30,250,000 8% Cumulative Non – Participating Redeemable Preference Shares of Rs. 10/- each	302,500,000
<b>TOTAL</b>	<b>552,500,000</b>
<b>Issued, Subscribed and Paid-up</b>	
117,323,000 Equity Shares of Rs. 2/- each fully paid up	234,646,000
30,219,380 8% Cumulative Non – Participating Redeemable Preference Shares of Rs. 10/- each	302,194,000
<b>TOTAL</b>	<b>536,840,000</b>

Subsequent to the Balance Sheet date, there has been no change in the issued, subscribed and paid-up capital of ACE.

## PART – II

### AMALGAMATION OF FRESTED LTD. WITH ACE

#### 4. PROVISIONS UNDER THE MAURITIUS LAWS PERTAINING TO AMALGAMATION

4.1 Amalgamating Company is incorporated under the Mauritius Act.

4.2 In terms of Section 4(2)(b) of Part II of the Fourteenth Schedule of the Mauritius Act, the Amalgamated Company, being incorporated under the laws of the jurisdiction other than Mauritius, must submit to the Registrar of Companies, Mauritius the following:

4.2.1 An agreement that a service of process may be effected on and against it as the surviving company (being “Amalgamated Company” or the consolidated company) in Mauritius in respect of proceedings for the enforcement of any claim, debt, liability or obligation of the constituent company (being the “Amalgamating Company”) incorporated under the Mauritius Act or in respect of proceedings for the enforcement of the rights of a dissenting member of a constituent company incorporated under the Mauritius Act;

4.2.2 An irrevocable appointment of the Registered Agent as its agent to accept service of process in proceedings referred to in sub-paragraph 4.2.1 above.

for FRESTED LTD.

Authorised Signatory



Authorised Signatory

Authorised Signatory

4.2.3 An agreement that the Amalgamated Company shall promptly pay to the dissenting members, if any, of the constituent company incorporated under the Mauritius Act, the amount, if any, to which they are entitled under the Mauritius Act, with respect to the rights of dissenting members; and

4.2.4 A certificate of merger or consolidation issued by the appropriate authority of the foreign jurisdiction (being the Order of the NCLT sanctioning the Scheme) where it is incorporated.

4.3 In terms of Paragraph 4(3) of Part II of the Fourteenth Schedule to the Mauritius Act, where the surviving company (being the 'Amalgamated Company') is incorporated under the laws of a jurisdiction other than that of Mauritius, the effect of the merger shall be the same as in the case of a merger under Part XVI of the Mauritius Act except in so far as the laws of other jurisdiction, i.e. the laws of India otherwise provide.

4.4 In terms of Paragraph 4(4) of Part II of the Fourteenth Schedule to the Mauritius Act, since the surviving company (being the 'Amalgamated Company') is incorporated under the laws of a jurisdiction other than that of Mauritius, the merger will be effective as provided for by the laws of that jurisdiction i.e. the laws of India.

4.5 The Amalgamating Company shall be required to file certain documents including those set out in Paragraph (4)(2)(b) of Part II of the Fourteenth Schedule to the Mauritius Act with the Registrar of Companies, Mauritius along with this Scheme and the corporate resolution of the Amalgamated Company or relevant extract thereof and the Amalgamating Company will be struck off the register maintained by the Registrar of Companies, Mauritius from the effective date of merger under the laws of India without the need for winding up.

4.6 Amalgamating Company shall with all reasonable dispatch make application under Section 261 to 264 and other applicable provisions of the Mauritius Act for seeking sanction of the Supreme Court of Mauritius to the Scheme subject to such other terms and conditions as the Supreme Court of Mauritius may deem fit.

## 5. TRANSFER AND VESTING

5.1 Upon the Scheme becoming effective and with effect from the Appointed Date, the Transferred Undertaking shall, pursuant to the applicable provisions of the Indian Act, and applicable provisions of the Mauritius Act and pursuant to the order of the NCLT and Supreme Court of Mauritius or other appropriate authority in the Relevant Jurisdictions, if any, sanctioning the Scheme, shall without any further act, deed, matter or thing, stand transferred to and vested in and/ or deemed to be transferred to and vested in the Amalgamated Company, as a going concern, so as to become the properties of the Amalgamated Company within the meaning of Section 2(1B) of the Indian Income Tax Act, 1961.

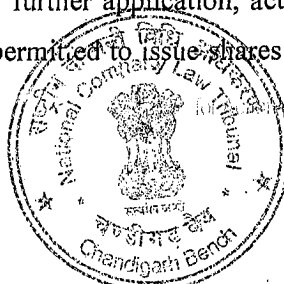
## 6. DISCHARGE OF CONSIDERATION

6.1 The entire paid-up equity share capital of the Frested Limited is held by ACE. Therefore, upon this Scheme being effective, the entire Issued, Subscribed and paid up share capital of Frested Limited shall, *ipso facto*, without any further application, act or deed stand cancelled on the Effective Date and since ACE is not permitted to issue shares to itself under the provisions of

for FRESTED LTD.



Authorised Signatory



Construction Equipment Limited



Authorised Signatory

the Indian Act, no shares of ACE will be issued or allotted with respect to the Equity Shares held by ACE in Frested Limited in consideration for amalgamation.

**7. ACCOUNTING TREATMENT**

Upon the Scheme becoming effective, the Amalgamated Company shall account for the amalgamation of the Amalgamating Company in its books of accounts with effect from the Appointed Date in accordance with the provisions of the Indian Accounting Standard (Ind AS) – 103 “Business Combinations” issued by the Ministry of Corporate Affairs, such that:

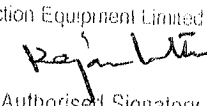
- 7.1 All assets, liabilities and debts of the Amalgamating Company are transferred to and vested in the Amalgamated Company pursuant to the Scheme and shall be recorded by the Amalgamated Company at their respective book values as on the Appointed Date.
- 7.2 With effect from the Appointed Date and upon the Scheme becoming effective, the investment of the Amalgamated Company in the Amalgamating Company shall stand cancelled.
- 7.3 Loans, advances, amount receivable or payable inter-se between the Amalgamating Company and the Amalgamated Company, appearing in the books of accounts of the Amalgamated Company and/or the Amalgamating Company, if any, shall stand cancelled.
- 7.4 The difference in the net value of assets and liabilities of the Amalgamating Company to be vested in the Amalgamated Company as per clause 7.1, after adjustment of the cancellation of investments of the Amalgamated Company as per clause 7.2 above and loans, advances, amount receivable or payable as per clause 7.3 above, shall be recorded as Capital Reserve.
- 7.5 In case of any difference in the accounting policies between the Amalgamating Company and the Amalgamated Company, the impact of the same till the Appointed Date will be adjusted in accordance with Ind AS- 8 “Accounting Policies, Changes in Accounting Estimates and Errors” to ensure that the financial statements of the Amalgamated Company reflect the financial position on the basis of consistent accounting policy.

**8. LEGAL PROCEEDINGS**

- 8.1 All legal proceedings of whatsoever nature by or against the Amalgamating Company pending and / or arising on or after of the Appointed Date and relating to the Amalgamating Company shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against the Amalgamated Company as the case may be, in the manner and to the same extent as would or might have been continued and enforced by or against the Amalgamating Company.
- 8.2 The Amalgamated Company undertakes to have all legal or other proceedings initiated by or against the Amalgamating Company referred to in clause 8.1 above transferred in its name and to have the same continued, prosecuted and enforced by or against the Amalgamated Company, to the exclusion of the Amalgamating Company. The Amalgamating Company confirms that there are no suits/proceedings pending against it as of the date of filing of the Scheme.

for FRESTED LTD.   
 Authorised Signatory



for Action Construction Equipment Limited   
 Authorised Signatory

the Indian Act, no shares of ACE will be issued or allotted with respect to the Equity Shares held by ACE in Frested Limited in consideration for amalgamation.

## 7. ACCOUNTING TREATMENT

- Upon the Scheme becoming effective, the Amalgamated Company shall account for the amalgamation of the Amalgamating Company in its books of accounts with effect from the Appointed Date in accordance with the provisions of the Indian Accounting Standard (Ind AS) – 103 “Business Combinations” issued by the Ministry of Corporate Affairs, such that:
- 7.1 All assets, liabilities and debts of the Amalgamating Company are transferred to and vested in the Amalgamated Company pursuant to the Scheme and shall be recorded by the Amalgamated Company at their respective book values as on the Appointed Date.
  - 7.2 With effect from the Appointed Date and upon the Scheme becoming effective, the investment of the Amalgamated Company in the Amalgamating Company shall stand cancelled.
  - 7.3 Loans, advances, amount receivable or payable inter-se between the Amalgamating Company and the Amalgamated Company, appearing in the books of accounts of the Amalgamated Company and/or the Amalgamating Company, if any, shall stand cancelled.
  - 7.4 The difference in the net value of assets and liabilities of the Amalgamating Company to be vested in the Amalgamated Company as per clause 7.1, after adjustment of the cancellation of investments of the Amalgamated Company as per clause 7.2 above and loans, advances, amount receivable or payable as per clause 7.3 above, shall be recorded as Capital Reserve.
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## 8. LEGAL PROCEEDINGS

- 8.1 All legal proceedings of whatsoever nature by or against the Amalgamating Company pending and / or arising on or after of the Appointed Date and relating to the Amalgamating Company shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against the Amalgamated Company as the case may be, in the manner and to the same extent as would or might have been continued and enforced by or against the Amalgamating Company. ] F,
- 8.2 The Amalgamated Company undertakes to have all legal or other proceedings initiated by or against the Amalgamating Company referred to in clause 8.1 above transferred in its name and to have the same continued, prosecuted and enforced by or against the Amalgamated Company, to the exclusion of the Amalgamating Company. The Amalgamating Company confirms that there are no suits/proceedings pending against it as of the date of filing of the Scheme.

for FRESTED LTD.

*Rajan Laha*  
Authorised Signatory

for Action Construction Equipment Limited

*Rajan Laha*  
Authorised Signatory



## 9. CONTRACTS, DEEDS, APPROVALS, EXEMPTIONS, ETC

- 9.1 Upon the Scheme becoming effective but with effect from the Appointed Date, all contracts, deeds, agreements, schemes, arrangements, and other instruments of whatsoever nature in relation to the Amalgamating Company, or to the benefit of which the Amalgamating Company may be eligible, and which are subsisting or having effect on or immediately before the Effective Date, shall be in full force and effect on or against or in favour of the Amalgamated Company and may be enforced as fully and effectually as if, instead of the Amalgamating Company, the Amalgamated Company had been a party or beneficiary or obligee thereto.
- 9.2 The Amalgamated Company shall be entitled to the benefit of all insurance policies (if any) which have been issued in respect of the Amalgamating Company and the name of the Amalgamated Company shall be substituted as "Insured" in the policies as if the Amalgamated Company was initially a party.
- 9.3 The Amalgamated Company, at any time after the Scheme becoming effective in accordance with the provisions hereof, if so required under any law or otherwise, will execute deeds of confirmation or other writings with any party to any contract in relation to the Amalgamating Company or to which the Amalgamating Company is a party in order to give formal effect to the above provisions. The Amalgamated Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Amalgamating Company and to carry out or perform all such formalities or compliances, referred to above, on behalf of the Amalgamating Company.

## 10. OTHER ENTITLEMENTS

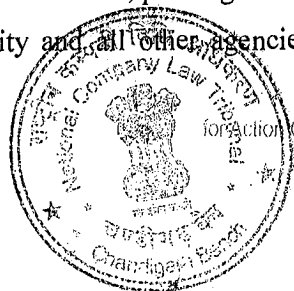
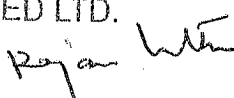
- 10.1 On the Scheme becoming effective, all employees, if any, of the Amalgamating Company in service on the Effective Date shall be deemed to have become employees of the Amalgamated Company with effect from the Appointed Date without any break, discontinuance or interruption in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Amalgamated Company shall not be less favorable than those applicable to them with reference to the Amalgamating Company on the Effective Date.

## 11. CONDUCT OF AFFAIRS UNTIL THE EFFECTIVE DATE

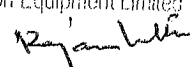
- 11.1 With effect from the Appointed Date and up to and including the Effective Date:
- (a) All profits or income arising or accruing in favour of the Amalgamating Company or losses arising or incurred by the Amalgamating Company shall, for all purposes, be treated as and deemed to be the profits or income, or losses, as the case may be, of the Amalgamated Company;
  - (b) Amalgamating Company shall carry on its activities with reasonable diligence and prudence and in the same manner as it had been doing hitherto.
  - (c) Amalgamating Company shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority and all other agencies, departments and authorities

for FRESTED LTD.

Authorised Signatory



Authorised Signatory



concerned as are necessary under any law or rules, for such consents, approvals and sanctions, which may be required pursuant to this Scheme; and

- (d) Amalgamating Company and /or Amalgamated Company may, during the pendency of the Scheme, make any alterations to their respective share capital structure, whether by way of increase (by issue of equity shares on a rights basis, bonus shares or otherwise) decrease, reduction, reclassification, sub-division or consolidation, re-organisation or in any other manner.

## 12. SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of the Transferred Undertaking, pursuant to this Scheme, and the continuance of the legal proceedings by or against the Amalgamated Company, under clause 8 hereof shall not affect any transactions or proceedings already completed by the Amalgamating Company, on the Effective Date to the end and intent that the Amalgamated Company accepts all acts, deeds and things done and executed by and / or on behalf of the Amalgamating Company, as acts, deeds and things done and executed by and on behalf of the Amalgamated Company.

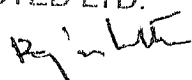
## 13. APPLICABILITY OF THE PROVISIONS OF THE INDIAN INCOME TAX ACT, 1961

- 13.1 The provisions of this Scheme have been drawn up to comply with the conditions relating to "amalgamation" as defined under Section 2(1B) of the Indian Income-tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Indian Income-tax Act, 1961, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Indian Income-tax Act, 1961, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Indian Income-tax Act, 1961. Such modification will, however, not affect the other parts of the Scheme.

## 14. DISSOLUTION OF AMALGAMATING COMPANY

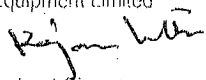
Upon the Scheme becoming effective and upon the Supreme Court of Mauritius giving an Order under appropriate provisions of the Mauritius Act, Amalgamating Company shall be dissolved, without any further act or deed, without being wound up.

for FRESTED LTD.

  
Authorised Signatory



for Action Construction Equipment Limited

  
Authorised Signatory



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**PART – III**

**GENERAL TERMS AND CONDITIONS**

**15. APPLICATION AND PETITION TO THE NCLT AND SUPREME COURT OF MAURITIUS**

The Amalgamating Company and the Amalgamated Company shall, with all reasonable dispatch, make applications to the respective NCLT and Supreme Court of Mauritius, under the relevant provisions of applicable law, if any, seeking orders for dispensing with or convening, holding and/or conducting of the meetings of the classes of their respective shareholders and/or creditors and for sanctioning the Scheme with such modifications, as may be approved by the NCLT and Supreme Court of Mauritius..

Upon the Scheme being approved by the requisite majority of the shareholders and creditors of the Amalgamating Company and the Amalgamated Company (wherever required), the said companies shall, with all reasonable dispatch, file petitions before the respective NCLT and Supreme Court of Mauritius for sanction of the Scheme, and for such other order or orders, as the NCLT and Supreme Court of Mauritius may deem fit for carrying the Scheme into effect. Upon the Scheme becoming effective, the shareholders of the Amalgamating Company and the Amalgamated Company, shall be deemed to have also accorded their approval under all relevant provisions of the Indian Act, and the relevant provisions of the applicable Mauritius Act, if any, for giving effect to the provisions contained in the Scheme.

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

The Amalgamating Company and the Amalgamated Company, by their respective board of directors may assent to any modifications/ amendments to the Scheme or to any conditions or limitations that the NCLT and Supreme Court of Mauritius and/ or any other appropriate authority in the Relevant Jurisdiction may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the board of directors). The Amalgamating Company and the Amalgamated Company, by their respective board of directors, be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions of law or otherwise, 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.

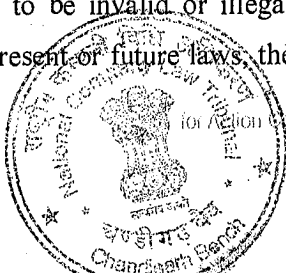
The Amalgamating Company and the Amalgamated Company (acting through their respective boards of directors) shall be at liberty to withdraw the Scheme in entirety, or to decide not to give effect to any one or more of the parts contained herein, whether for the reason of any condition or alteration imposed by the NCLT and Supreme Court of Mauritius or any other governmental/regulatory authority not being acceptable to them, or any other reason whatsoever.

If any part of the Scheme is held to be invalid or illegal by NCLT or Supreme Court of Mauritius or unenforceable under present or future laws, then the parties may decide that such

for FRESTED LTD.

*Regan Latha*

Authorised Signatory



for Auction Construction Equipment Limited

*Regan Latha*

Authorised Signatory

part shall be severable from the remainder of the Scheme and the Scheme shall not be affected thereby, unless the deletion of such part shall cause the Scheme to become materially adverse to any party, in which case the Amalgamating Company and the Amalgamated Company, shall attempt to bring about a modification in the Scheme, as will best preserve for the Amalgamating Company and the Amalgamated Company, the benefits and obligations of this Scheme, including but not limited to such part.

## 17. CONDITIONALITY OF THE SCHEME

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

- 17.1 The Scheme being approved by the requisite majorities in number and value of such classes of persons including the respective members and/ or creditors of the Amalgamating Company and the Amalgamated Company as prescribed under the Indian Act and relevant provisions of the Mauritius Act and as may be directed by the NCLT and Supreme Court of Mauritius or any other appropriate authority in the Relevant Jurisdiction as may be applicable.
- 17.2 The sanction of this Scheme by the NCLT and Supreme Court of Mauritius.
- 17.3 Certified or authenticated copy of the Order of the NCLT sanctioning the Scheme being filed with the Registrar of Companies by the Amalgamated Company.
- 17.4 Compliance by the Amalgamating Company of all necessary and applicable provisions of its applicable law including without limitation, all necessary filings to be made under applicable law of Mauritius.
- 17.5 The requisite, consent, approval or permission of the Central Government or any other statutory or regulatory authority including the Reserve Bank of India, which by law may be necessary for the implementation of this Scheme.

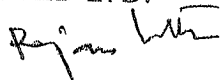
## 18. EFFECT OF NON-RECEIPT OF APPROVALS

In the event of any of the said sanctions and approvals referred to in clause 17 not being obtained and/ or the Scheme not being sanctioned by the NCLT and Supreme Court of Mauritius or such other appropriate authority, if any, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law and agreed between the respective parties to this Scheme. Each party shall bear and pay its respective costs, charges and expenses for and or in connection with the Scheme unless otherwise mutually agreed.

## 19. COSTS, CHARGES AND EXPENSES

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Amalgamating Company and the Amalgamated Company arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne by the respective companies.

for FRESTED LTD.



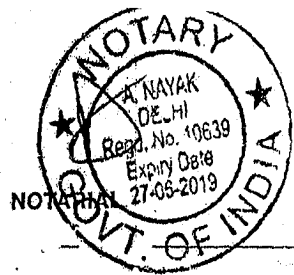
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for Action Construction Equipment Limited



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Affidavit



**Indian-Non Judicial Stamp  
Haryana Government**



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**Deponent**

Name : Rajan Luthra

H.No/Floor : K14

Sector/Ward : Na

Landmark : Lajpat nagar iii

City/Village : New delhi

District : New delhi

State : Delhi

Phone : 0

Others : Na



Purpose : This Stamp Paper is used for the purpose of affidavit to be submitted at National company law tribunal

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**BEFORE THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL  
BENCH AT CHANDIGARH**

**CP (CAA) No. 20/ Chd/ Hry/ 2018**

**connected with**

**CA (CAA) No. 24 / Chd / Hry / 2017**

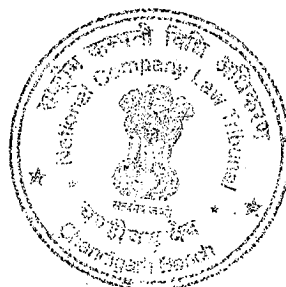
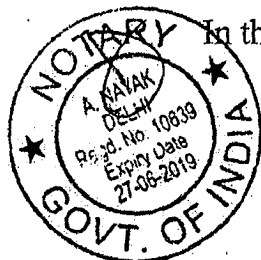
In the matter of Companies Act, 2013

**And**

In the matter of Sections 230-232 and 234 of the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016

**And**

In the matter of Part II Section (4) of the XIV Schedule and the other applicable provisions of the Mauritius Companies Act, 2001



*Rajan Luthra*  
Deponent

And

In the matter of Scheme of Amalgamation between

**Frested Limited** (hereinafter referred to as "Frested Ltd"), Company which was incorporated in Cyprus and vide Certificate of Registration by Continuation dated November 7, 2017, the Company has w.e.f. October 19, 2017 re-domiciled to Mauritius in accordance with the provisions of the Mauritius Companies Act, 2001. The registered office of Frested Limited is Suite 204, Grand Baie Business Quarter, Chemin Vingt Pieds, Grand Bay 30529, Mauritius.

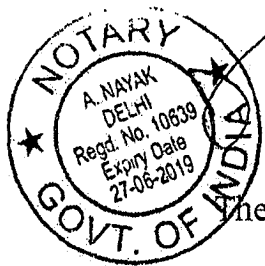
.....Amalgamating Company/ Transferor Company

And

**Action Construction Equipment Limited**(hereinafter referred to as "ACE"), Company registered under the Companies Act, 1956 having its registered office at Dudhola Link Road, District – Palwal, Haryana – 121102; having CIN- L74899HR1995PLC053860 ; PAN – AAACA6189P

..... Petitioner Company / Amalgamated  
Company / Transferee Company

And

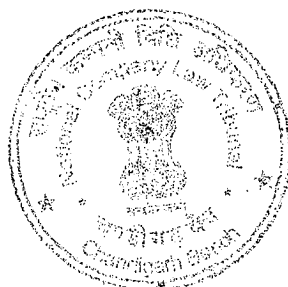


their respective Shareholders and Creditors

**AFFIDAVIT STATING SCHEDULE OF ASSETS PURSUANT TO  
ORDER DATED FEBRUARY 20, 2019**

I, Rajan Luthra, son of Sh. Mulkh Raj Luthra aged about 57 years, residing at K-14, Lajpat Nagar-III, New Delhi-110024 do solemnly affirm and declare as under:

1. That I am an authorized signatory of Petitioner Company, in the above captioned matter and as such, I am fully competent to swear this affidavit and am conversant with the status of service in the present matter.



Rajan Luthra

2. That in compliance of the Order dated February 20, 2019, this Tribunal was pleased to direct the Petitioner Company to file schedule of properties i.e. (i) freehold property of the Transferor Company and (ii) leasehold property of the Transferor Company.
3. That the Petitioner Company submits the details of Schedule of Assets of the Transferor Company as follows :

### SCHEDULE of ASSETS

#### PART I

S. No.	Particulars of land & building thereon - freehold	Area
-----NIL-----		

#### PART II

S No.	Particulars of land & building thereon - leasehold	Area
-----NIL-----		

#### PART III

(Insert a short description of all stocks, shares, debentures, other charges in action)

S No.	Particulars	Amount (Rs.)
1	829,982 Shares of M/s Forma SA, Botosani for nominal Value RON 1.16 each (RON vs INR Conversion Rate 1 RON : 16.957 INR)	1,63,25,846

4. I state that the directions contained in the said Order have been duly complied with.

5. I state that the Petitioner Company have deposited an amount of INR 1,50,000 (Rupees One Lac Fifty Thousand only) with the Pay & Accounts Officer in respect of the Regional Director, Northern Region, Ministry of Corporate Affairs, New Delhi and INR 50,000



*Ryan*

(Rupees Fifty Thousand only) in favour of "The Company Law Tribunal Bar Association" Chandigarh. Proof of payment made to Regional Director and Company Law Board Association are annexed herewith and marked as Annexure – A.

6. I state that the contents of the said Affidavit are true and correct to the best of my knowledge and belief.

*Rajan Luthra*  
NOTARY PUBLIC

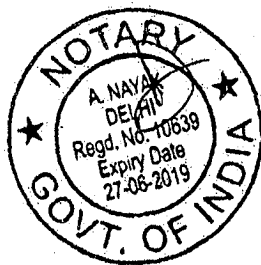
DEPONENT

**VERIFICATION**

Verified at New Delhi on this 28<sup>th</sup> day of February, 2019 that the contents of Paragraph No. 1 to 5 of the above Affidavit are true and correct nothing stated therein is false and nothing material has been concealed therefrom.

*Rajan Luthra*

DEPONENT



ATTESTED  
*[Signature]*  
A. NAYAK  
NOTARY PUBLIC  
28 FEB 2019

