

04<sup>th</sup> August, 2022

To,  
The General Manager,  
Department of Corporate Services,  
BSE Limited  
P.J. Towers Dalal Street,  
Fort, Mumbai - 400 001

**Sub.: Intimation under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 for the Meeting of Unsecured Creditors of the Company.**

Dear Sir/Madam,

Pursuant to Regulation 30 read with Schedule III of SEBI (Listing Obligation and Disclosure Requirements) Regulations, 2015, Notice is hereby given that the Hon'ble National Company Law Tribunal, Chennai Bench, vide its order dated July 14<sup>th</sup>, 2022 ("Order") has directed a meeting to be held of the Unsecured Creditors of Sayaji Hotels Limited, the Applicant Company for the purpose of considering, and if thought fit, approving, with or without modification(s), the Composite Scheme of Amalgamation and Arrangement between Sayaji Hotels Limited and Ahilya Hotels Limited and Sayaji Hotels (Indore) Limited [Formerly known as Sayaji Hotels (Vadodara) Limited] and Sayaji Hotels (Pune) Limited and Sayaji Hotels Management Limited and their respective Shareholders and Creditors (Scheme), pursuant to the provisions of Sections 230-232 of the Companies Act, 2013 and the other applicable provisions thereof and applicable rules thereunder.

In pursuance of the said order and as directed therein, we hereby inform that the Meeting of the Unsecured Creditors of Sayaji Hotels Limited is scheduled to be held on Friday, 9<sup>th</sup> September, 2022 at 12:30 P.M. IST through Video Conferencing (VC)/Other Audio Visual Means (OAVM) ("Meeting") to transact the business as set out in the Notice convening the Meeting.

You are requested to take the above information on record.

Thanking you,

Yours Faithfully,

For Sayaji Hotels Limited

  
Ankur Bindal  
Company Secretary & Compliance Officer



Encl.: As above

SAYAJI HOTELS LTD. CORPORATE OFFICE

Address: C/o Amber Convention Centre, Bypass Rd, Near Best Price,  
Hare Krishna Vihar, Nipania, Indore (MP) - 452010. | Phone No.: + 0731-4750000 | Email: info@sayajigroup.com  
Regd. Office: F1 C2 Sivavel Apartment, 2 Alagappa Nagar, Zamin Pallavaram, Chennai, (TN) - 600117  
CIN - L51100TN1982PLC124332 | Phone No.: 044-29871174  
www.sayajihotels.com

**SAYAJI HOTELS LIMITED**  
**(CIN: L51100TN1982PLC124332)**  
**Registered office: F1 C2, Sivavel Apartment, 2, Alagappa Nagar, Zamin Pallavaram,**  
**Chennai – 600 117, Tamil Nadu**  
**Tel: 044-29871174**

Email: [cs@sayajigroup.com](mailto:cs@sayajigroup.com) Website: [www.sayajihotels.com](http://www.sayajihotels.com)

**NOTICE OF THE MEETING OF THE UNSECURED CREDITORS OF SAYAJI HOTELS LIMITED  
CONVENED AS PER THE DIRECTIONS OF THE NATIONAL COMPANY LAW TRIBUNAL,  
DIVISION BENCH, CHENNAI (“NCLT”)**

<b>Day</b>	<b>Friday</b>
<b>Date</b>	<b>9<sup>th</sup> September, 2022</b>
<b>Time</b>	<b>12:30 P.M. IST</b>
<b>Venue</b>	<b>Registered Office (Deemed venue for Video Conferencing (VC)/Other Audio-Visual Means (OAVM))</b>
<b>Mode of Meeting</b>	<b>Through video conferencing (VC)/ other audio visual means (OAVM)</b>
<b>Mode of Voting</b>	<b>Remote E-voting and E-voting at the meeting</b>

**REMOTE E- VOTING:**

<b>Commencing on</b>	<b>Saturday, 03<sup>rd</sup> September 2022, from 9:00 A.M. IST</b>
<b>Ending on</b>	<b>Thursday, 08<sup>th</sup> September 2022, till 5:00 P.M. IST</b>
<b>Cut-off date</b>	<b>Wednesday, 27<sup>th</sup> July 2022</b>

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**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL  
DIVISION BENCH, CHENNAI**

FORM NO. CAA.2 (Pursuant to Section 230(3) and Rule 6)  
**Original Application No. CA(CAA)/52(CHE) 2022**

In the matter of the Companies Act, 2013;

And

In the matter of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013;

And

In the matter of Scheme of Amalgamation and Arrangement between Sayaji Hotels Limited and Ahilya Hotels Limited and Sayaji Hotels (Indore) Limited (Formerly known as Sayaji Hotels (Vadodara) Limited) and Sayaji Hotels (Pune) Limited and Sayaji Hotels Management Limited and their respective Shareholders and Creditors

Sayaji Hotels Limited  
(CIN: L51100TN1982PLC124332)  
a Company incorporated under the Companies  
Act, 1956, having its Registered Office at  
F1 C2, Sivavel Apartment, 2, Alagappa Nagar, Zamin Pallavaram  
Chennai – 600 117, Tamil Nadu

...Applicant / Transferee Company/ Demerged Company

**NOTICE OF THE MEETING OF THE UNSECURED CREDITORS OF SAYAJI HOTELS LIMITED**

To,

The Unsecured Creditors of Sayaji Hotels Limited (“Demerged Company” or “Applicant Company” or “the Company” or “Transferee Company”)

**NOTICE** is hereby given that by an Order dated 14<sup>th</sup> July, 2022, the National Company Law Tribunal, Division Bench, Chennai has directed that a meeting of the Unsecured Creditors of the Company be convened and, for the purpose of approving, with or without modification(s), the Scheme of Amalgamation and Arrangement between Sayaji Hotels Limited and Ahilya Hotels Limited and Sayaji Hotels (Indore) Limited (Formerly known as Sayaji Hotels (Vadodara) Limited) and Sayaji Hotels (Pune) Limited and Sayaji Hotels Management Limited and their respective shareholders and creditors (“the Scheme”). In pursuant to the Order dated 14<sup>th</sup> July, 2022, notice is hereby given that a meeting of the Unsecured Creditors of the Applicant Company will be held on 9<sup>th</sup> September, 2022 at 12:30 P.M. through Video Conferencing (VC)/Other Audio-Visual Means (OAVM) by transacting the following business:

To consider and, if thought fit, to approve with or without modification(s), the following resolution under Section 230 read with Section 232 of the Companies Act, 2013 (including any statutory modification(s) or re-enactment thereof for the time being in force), and other applicable provisions of the Companies Act, 2013, and the provisions of the Memorandum and Articles of Association of the Company for approval of the amalgamation and arrangement embodied in the Scheme.

**“RESOLVED** that pursuant to the provisions of Section 230 read with Section 232 of the Companies Act, 2013 (including any statutory modification(s) or re-enactment thereof for the time being in force) and other applicable provisions of the Companies Act, 2013 and the enabling provisions of the Memorandum of Association and Articles of Association of the Company and subject to the requisite approval(s) consents, sanctions and permissions of BSE Limited (BSE), Securities and Exchange Board of India (SEBI), Central Government, other concerned regulatory authorities and the sanction of the National Company Law Tribunal, Division Bench, Chennai (hereinafter referred to as “NCLT”) and/or such other appropriate authority/ies, as may be applicable, if any, and all such other approvals, permissions and sanctions, as may be necessary and subject to such conditions and modifications as may be prescribed or imposed by any of them while granting such approvals, permissions and sanctions, which may be agreed to by the Board of Directors of the Applicant Company, the Scheme of Amalgamation and Arrangement between Sayaji Hotels Limited and Ahilya Hotels Limited and Sayaji Hotels (Indore) Limited (Formerly known as Sayaji Hotels (Vadodara) Limited) and Sayaji Hotels (Pune) Limited and Sayaji Hotels Management Limited and their respective shareholders and creditors, placed before this meeting, be and is hereby approved.”

**“RESOLVED FURTHER** that for the purpose of giving effect to the above resolution and for removal of any difficulties or doubts, the Board of Directors of the Company (hereinafter referred to as the “Board”, which term shall include any Committee constituted by the Board of Directors of the Company or any person(s) authorised by the Board to exercise the powers conferred on the Board of Directors of the Company by this resolution), be and are hereby severally authorised to do all things and to take all incidental and necessary steps for and on behalf of the Company and to take from time to time all decisions and steps necessary, expedient or proper, with respect to implementation of the above mentioned resolution, and also to take all other decisions as it/they may, in its/their absolute decision, deem appropriate and to deal with all questions or difficulties that may arise in the course of implementing the above resolution.”

The quorum for the Meeting shall be 12 (Twelve) Unsecured Creditors. In case the quorum is not in place at the designated time, the Meeting shall be adjourned by half an hour and thereafter, the persons present for voting shall be deemed to constitute the quorum.

Since this Meeting is held, pursuant to the Order passed by the NCLT, through VC/OAVM, physical attendance of the Unsecured Creditors has been dispensed with. Accordingly, the facility for appointment of proxies by the Unsecured Creditors will not be available for the Meeting and hence, the Proxy Form and Attendance Slip are not annexed to this Notice. However, in pursuance of Section 113 of the Companies Act, 2013 authorised representatives of institutional/corporate Unsecured Creditors may be appointed for the purpose of voting through remote e-voting, for participation in the Meeting through VC/OAVM facility and e-voting during the Meeting provided that such Unsecured Creditors sends a scanned copy (PDF/JPG Format) of its board or governing body resolution/authorization etc., authorising its representative to attend the Meeting through VC/OAVM, vote through e-voting during the Meeting and/ or to vote through remote e-voting, on their behalf.

In compliance with Circular No. 2/2022 dated 5<sup>th</sup> May, 2022, Circular No. 21/2021 dated 14<sup>th</sup> December, 2021, , Circular No. 14/2020 dated 8<sup>th</sup> April, 2020, Circular No. 17/2020 dated 13<sup>th</sup> April, 2020 and Circular No. 20/2020 dated 5<sup>th</sup> May, 2020 issued by Ministry of Corporate Affairs (collectively referred to as "MCA Circulars") and Circular No. SEBI/HO/CFD/CMD1/CIR/P/2020/79 dated May 12, 2020, Circular No. SEBI/HO/CFD/CMD2/CIR/P/2021/11 dated January 15, 2021 and Circular No. SEBI/HO/CFD/CMD2/CIR/P/2022/62 dated May 13, 2022 and SEBI Master Circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/000000665 dated 23<sup>rd</sup> November, 2021 (collectively hereinafter referred to as the 'SEBI Circulars') and the Order passed by NCLT (i) the aforesaid Notice (ii) the Scheme (iii) the explanatory statement under Sections 230(3), 232(1) and (2) and 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and any other applicable provisions of Companies Act, 2013 and the rules made thereunder, and (iv) the enclosures as indicated in the Index (collectively referred to as "Particulars"), are being sent to Unsecured Creditors (referred as “Unsecured Creditors”) (A) through electronic mode to those Unsecured Creditors whose e-mail IDs are registered with the Applicant Company; and (B) through registered post or speed post or courier, physically, to those Unsecured Creditors who have not registered their e-mail IDs with the Applicant Company. The aforesaid Particulars are being sent to all the Unsecured creditors whose names appear in the list of Unsecured creditors of the Applicant Company as on 27<sup>th</sup> July, 2022.

Copies of the Scheme and the Explanatory statement under Section 230 and Section 102 of the Companies Act, 2013 can be obtained free of charge at the Registered Office of the Company or at the Office of its Advocates, M/s. Pawan Jhabak, Advocates, New no.115, First Floor, Luz Church Road, Mylapore, Chennai – 600 004, Tamil Nadu.

The Unsecured Creditors may note that the aforesaid particulars will be available on the Applicant Company's website [www.sayajihotels.com](http://www.sayajihotels.com) and websites of the Stock Exchanges i.e. BSE Limited at [www.bseindia.com](http://www.bseindia.com). A copy of the same is also available on the website of Central Depository Services (India) Limited (CDSL) at [www.evotingindia.com](http://www.evotingindia.com).

A copy of each of the Explanatory statement under Section 230 - section 232 and Section 102 of the Companies Act, 2013, the Scheme, Valuation Report issued by Mr. Navin Khandelwal, Registered valuer, Share Entitlement Ratio Report issued by Mr. Navin Khandelwal, Registered valuer , Fairness Opinion issued by Systematix Corporate Services Limited, Merchant Banker, Complaints Reports, Observation Letters issued by BSE Limited, Reports of Directors of the Applicant Company under Section 232(2)(c) of the Companies Act, 2013 and copy of order of NCLT, are enclosed.



The Tribunal has appointed Mr. Gautam Chopra, Chartered Accountant and failing him, Mrs. Suchitra Dhanani, Whole-time Director of the Applicant Company as the Chairman of the said meeting. The above mentioned Scheme, if approved by the meeting, will be subject to the subsequent approval of the NCLT.

**Mr. Gautam Chopra**  
Chairman appointed for the Meeting

Dated this 28<sup>th</sup> Day of July, 2022 at Indore  
SAYAJI HOTELS LIMITED  
CIN: L51100TN1982PLC124332  
Registered Office: F1 C2, Sivavel Apartment, 2, Alagappa Nagar,  
Zamin Pallavaram Chennai – 600 117, Tamil Nadu  
PAN: AADCS2086A

**Notes:**

1. Pursuant to the Order passed by the NCLT, Meeting of the Unsecured Creditors of the Applicant Company will be held through VC/OAVM following the operating procedures (with appropriate modifications if required) set out in the MCA Circulars.
2. Since, the Meeting is being held pursuant to Order passed by the NCLT through VC/OAVM, physical attendance of the Unsecured Creditors has been dispensed with. Accordingly, the facility for appointment of proxies by the Unsecured Creditors will not be available for the Meeting. However, in pursuance of Section 113 of the Companies Act, 2013 authorized representatives of institutional/corporate Unsecured Creditors may be appointed for the purpose of voting through remote e-voting, for participation in the Meeting through VC/OAVM facility and e-voting during the Meeting provided that such Unsecured Creditors sends a scanned copy (PDF/JPG Format) of its board or governing body resolution/authorization etc., authorizing its representative to attend the Meeting through VC/OAVM, vote through e-voting during the Meeting and/or to vote through remote e-voting, on its behalf.
3. The proceedings of the Meeting would be deemed to have been conducted at the registered office of the Applicant Company located at F1 C2, Sivavel Apartment, 2, Alagappa Nagar, Zamin Pallavaram Chennai – 600 117, Tamil Nadu.
4. The Notice, together with the documents accompanying the same, is being sent to all the Unsecured Creditors, whose names appeared in the books of accounts as on 27<sup>th</sup> July, 2022, by permitted mode i.e. by courier service. This Notice is also displayed/posted on the website of the Company [www.sayajihotels.com](http://www.sayajihotels.com).
5. The aforesaid Particulars are being sent through courier, physically, to all Unsecured Creditors whose names appear in the record of the Applicant Company as on 27<sup>th</sup> July, 2022.
6. CDSL will provide the facility for voting by the Unsecured Creditors through remote e-voting, for participation in the Meeting through VC/OAVM and e-voting during the Meeting.
7. The notice of the meeting shall be published through an advertisement in the English Daily "Business Standard" (All India Edition), "Makkal Kural" Tamil (Tamil Nadu Edition) in Vernacular and "Dainik Jagran" Hindi (All India Edition).
8. The Scheme shall be considered approved by the Unsecured Creditors of the Applicant Company if the resolution mentioned in the Notice has been approved by majority of persons representing three-fourth in value of the Unsecured Creditors voting at the Meeting through VC/OAVM or by remote e-voting, in terms of the provisions of Sections 230 – 232 of the Companies Act, 2013.
9. Since the Meeting will be held through VC/OAVM in accordance with the Order passed by NCLT and the operating procedures (with appropriate modifications if required) set out in the MCA Circulars, the route map, proxy form and attendance slip are not attached to this Notice.
10. The material documents referred to in the accompanying Explanatory statement shall be open for inspection by the Unsecured Creditors at the Registered Office of the Applicant Company up to 1 (one)



day prior to the date of the meeting on all working days between 11:00 A.M. to 5:00 P.M. except Saturday, Sunday and Public Holidays.

11. Ms. Alpa Jain, ACS, appointed as the Scrutinizer by the NCLT, will be acting as the Scrutiniser to scrutinise the voting process in a fair and transparent manner.
12. The Scrutiniser shall after the conclusion of voting at the meeting shall make, a consolidated Scrutiniser's Report of the total votes cast in favor or against, if any, to the Chairman or a person authorised by him in writing, who shall countersign the same.
13. The results declared along with the Scrutiniser's Report shall be placed on the Company's website, [www.sayajihotels.com](http://www.sayajihotels.com) and also forwarded to the Stock Exchange.

#### **Procedures for joining the Meeting through VC/OAVM**

- a) Unsecured Creditors will be provided with a facility to attend the meeting on 09<sup>th</sup> September 2022, at 12:30 p.m. IST through VC/OAVM through the CDSL e-Voting system. Creditors may access the same at <https://www.evotingindia.com> under shareholders/members login by using the e-voting credentials mentioned below. The link for VC/OAVM will be available in members' login where the EVSN of the Company will be displayed.
- b) For login id and password for logging onto e-voting portal mentioned below, please contact Mr. Ankur Bindal at contact number 07314750007 or through email id [cs@sayajigroup.com](mailto:cs@sayajigroup.com).
- c) Unsecured Creditors can join the Meeting through VC/OAVM mode 15 minutes before and after the scheduled time of the commencement of the Meeting by following the procedure mentioned below in the Notice.

If you have any queries or issues regarding attending Meeting & e-Voting from the CDSL e-Voting System, you can write an email to [helpdesk.evoting@cdslindia.com](mailto:helpdesk.evoting@cdslindia.com) or contact at toll free no. 1800 22 55 33.

All grievances connected with the facility for voting by electronic means may be addressed to Mr. Rakesh Dalvi, Sr. Manager, the (CDSL) Central Depository Services (India) Limited, A Wing, 25 Floor, Marathon Futurex, Mafatal Mill Compounds, N M Joshi Marg, Lower Parel (East), Mumbai - 400013 or send an email to [helpdesk.evoting@cdslindia.com](mailto:helpdesk.evoting@cdslindia.com) or call at toll free no. 1800 22 55 33.

#### **Instructions for remote e-voting, e-voting at the meeting and joining the virtual Meeting are as follows:**

The remote e-voting period begins on 03<sup>rd</sup> September, 2022 at 9:00 a.m. (0900 hours) IST and ends on 8<sup>th</sup> September at 5:00 p.m. (1700 hours) IST. During this period, Unsecured Creditors of the Company, as on the cut-off date i.e. 27<sup>th</sup> July, 2022 may cast their vote electronically.

1. Unsecured Creditors who have already voted prior to the Meeting date would not be entitled to vote at the Meeting venue.
2. The e-voting facility shall be available at the time of the Meeting on Friday 09<sup>th</sup> September, 2022 and will remain open for 15 minutes after conclusion of the Meeting. The e-voting module shall be disabled by CDSL for voting thereafter.
3. The Unsecured Creditors should log on to the e-voting website [www.evotingindia.com](http://www.evotingindia.com).
4. Click on Shareholders/Members tab.
5. Enter your User ID as: XXXXXXXX.
6. Next enter the Image Verification as displayed and Click on Login.
7. Enter your password as: XXXXXXXX.
8. After entering these details appropriately, click on "SUBMIT" tab.
9. Select the EVSN of "SAYAJI HOTELS LIMITED" on which you choose to vote.
10. On the voting page, you will see "RESOLUTION DESCRIPTION" and against the same the option "YES/NO" for voting. Select the option YES or NO as desired. The option YES implies that you assent to the Resolution and option NO implies that you dissent to the Resolution.
11. Click on the "RESOLUTIONS FILE LINK" if you wish to view the entire Resolution details.
12. After selecting the resolution you have decided to vote on, click on "SUBMIT". A confirmation box will be displayed. If you wish to confirm your vote, click on "OK", else to change your vote, click on "CANCEL" and accordingly modify your vote.
13. Once you "CONFIRM" your vote on the resolution, you will not be allowed to modify your vote.
14. You can also take out print of the voting done by you by clicking on "Click here to print" option on the Voting page.

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL  
DIVISION BENCH, CHENNAI  
FORM NO.CAA.2 (Pursuant to Section 230(3) and Rule 6)  
Original Application No. CA(CAA)/52(CHE) 2022**

In the matter of the Companies Act, 2013;

And

In the matter of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013;

And

In the matter of Scheme of Amalgamation and Arrangement between Sayaji Hotels Limited and Ahilya Hotels Limited and Sayaji Hotels (Indore) Limited (Formerly known as Sayaji Hotels (Vadodara) Limited) and Sayaji Hotels (Pune) Limited and Sayaji Hotels Management Limited and their respective Shareholders and Creditors

Sayaji Hotels Limited

a Company incorporated under the Companies

Act, 1956, having its Registered Office at

F1 C2, Sivavel Apartment, 2, Alagappa Nagar, Zamin Pallavaram

Chennai – 600 117, Tamil Nadu

....Applicant / Transferee Company / Demerged Company

**STATEMENT UNDER SECTION 230(3) OF THE COMPANIES ACT, 2013 READ WITH SECTION 102 OF THE COMPANIES ACT 2013 FOR THE MEETING OF UNSECURED CREDITORS OF SAYAJI HOTELS LIMITED CONVENED AS PER THE DIRECTIONS OF THE NATIONAL COMPANY LAW TRIBUNAL, DIVISION BENCH, CHENNAI**

1. Pursuant to the Order dated 14<sup>th</sup> July, 2022, passed by the Hon'ble National Company Law Tribunal , Chennai Bench, in Chennai, a meeting of the Unsecured Creditors of Sayaji Hotels Limited is being convened at Chennai, Tamil Nadu on 9<sup>th</sup> September, 2022 at 12:30 P.M., for the purpose of considering and, if thought fit, approving with or without modification(s), the arrangement embodied in the Scheme of Amalgamation and Arrangement between Sayaji Hotels Limited (“SHL”/ “Applicant”/ “Transferee Company”/ “Demerged Company”) and Ahilya Hotels Limited (“AHL”/ “Transferor Company 1”) and Sayaji Hotels (Indore) Limited [Formerly known as Sayaji Hotels (Vadodara) Limited] (“SHIL”/ “Resulting Company 1”) and Sayaji Hotels (Pune) Limited (“SHPL”/ “Resulting Company 2”) and Sayaji Hotels Management Limited (“SHML”/ “Transferor Company 2”) (“the Scheme”) and their respective Shareholders and Creditors. Notice of the said meeting together with the copy of the Scheme is sent herewith. This Explanatory statement explaining the terms of the Scheme is being furnished as required u/s 230(3) of the Companies Act, 2013.
2. The draft Scheme was placed before the Audit Committee, Independent Directors and Board of Directors of the Applicant Company at their respective meetings held on December 4, 2021. In accordance with the provisions of SEBI (Listing Obligation and Disclosure Requirements) Requirements, 2015 and SEBI Master Circular bearing no. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021, the Audit Committee and Independent Directors of the Applicant Company vide a resolution passed on December 4, 2021 recommended the Scheme to the Board of Directors of the Applicant Company, inter-alia, taking into account the Valuation Report dated December 4, 2021 issued by Mr. Navin Khandelwal, Registered Valuer, Share Entitlement Ratio Report dated December 4, 2021 issued by Mr. Navin Khandelwal, Registered Valuer and Fairness Opinion dated December 4, 2021 issued by M/s. Systematix Corporate Services Limited, a SEBI registered Merchant Banker. The Board of Directors of the Applicant Company in its meeting held on December 4, 2021 approved the Scheme, inter alia, based on such recommendation of the Audit Committee and Report of Independent Directors.
3. List of the Companies/Parties involved in the Scheme:
  - a) Sayaji Hotels Limited (“Applicant”/ “Transferee Company”/ “Demerged Company”);
  - b) Ahilya Hotels Limited (“Transferor Company 1”);
  - c) Sayaji Hotels (Indore) Limited (Formerly known as Sayaji Hotels (Vadodara) Limited) (“Resulting Company 1”);
  - d) Sayaji Hotels (Pune) Limited (“Resulting Company 2”);

e) Sayaji Hotels Management Limited (“Transferor Company 2”).

All the companies mentioned above are hereinafter referred to as “Applicant Companies”

4. Details of the Companies/Parties to the Scheme:

**A. Sayaji Hotels Limited (‘SHL’)**

- a) SHL was incorporated as Monali Land & Housing Company Private Limited on 5th April 1982 bearing registration number 5131 of 1982-83 with the Registrar of Companies, Ahmedabad under the provisions of the Companies Act, 1956. SHL was renamed as Sayaji Hotels Limited on 10<sup>th</sup> July 1987. SHL is a listed company bearing CIN: L51100TN1982PLC124332 primarily engaged, inter alia, in the business of owning, operating and managing hotels under multiple divisions namely: (i) Indore business, (ii) Baroda business, (iii) Pune business (iv) Management business. The equity shares of SHL are listed and traded on the BSE Limited.
- b) On 3<sup>rd</sup> September 2018 the registered office of SHL was shifted from Kala Ghoda, Sayaji Gunj, opposite Rajashree Talkies, Baroda – 390 005, Gujarat to F1 C2, in Sivavel Apartment, 2, Alagappa Nagar, Zamin Pallavaram, Chennai – 600117, Tamil Nadu.
- c) The main objects of SHL, as per the Memorandum of Association are as follows:
  - a. To own, construct, run render technical advice in constructing, furnishing and running of, take-over, manage, carry on the business of motel, hotel, restaurant, cafe, tavern, bars, refreshment rooms, boarding and lodging house keepers, clubs, association in India and to provide lodging and boarding, restaurant, eating houses, bakery, confectionery, bar, swimming pools and other facilities to the public including tourists, visitors and delegates coming to India from foreign countries and to allow Indian as well as foreign delegates to hold international conferences, seminars etc. and to give all facilities to members of delegations, missions from abroad and foreign countries and to encourage and carry on and facilitate tourist trade in India.
  - b. To carry on the business of constructing houses, bungalows, factory sheds and to act as builders, civil engineers, contractors, architects, electrical and mechanical engineers, electricians and structural engineers, to undertake the construction of buildings, dams, bridges, structures, roads, paths, water works, tanks, wells, tube wells and hotels, to undertake erection of any iron and steel structures, bridges and arrange fabrication of any kinds of trustees, structural, angles, tubes and foundation materials, to carry on the business of layout engineers and contractors and to undertake to carry out any city or suburban extensions, buildings, roadways and bye-ways, lanes and alleys, laying out water and electrical connections for such buildings and in this connection to buy or take on lease any kind of vacant space and allot them for appropriated prices to the intending persons.

- d) The authorised, issued, subscribed and paid-up share capital of the Applicant Company as on 31st March, 2022 was as set out below:

<b>Particulars</b>	<b>Amount in INR</b>
<b>Authorized Capital</b>	
30,000,000 Equity Shares of INR10 each	300,000,000
1,000,000 Preference Shares of INR 100 each	100,000,000
<b>Total</b>	<b>400,000,000</b>
<b>Issued, Subscribed and Paid-up</b>	
17,518,000 Equity Shares of INR 10 each	175,180,000
1,000,000 10% Cumulative Redeemable Preference Shares of INR 100 each	100,000,000
<b>Total</b>	<b>275,180,000</b>

Subsequent to 31st March, 2022, there has been no change in the capital structure of the Applicant Company.

- e) The details of the promoters and present directors of the Applicant Company along with their addresses are as follows:

**i. Promoters**

**For Equity shares**

<b>Sl. No</b>	<b>Name</b>	<b>Address</b>
1	Raooof Razak Dhanani	281, Kalpataru Heights 28th Floor, Dr. A Nair Road, Mumbai Central, Mumbai – 400 011, Maharashtra
2	Kayum Razak Dhanani	Goghs Garden Unit No. 0502, Kasturba Road Cross, Bangalore – 560 001, Municipal No. 30, Ward No. 76, Bangalore North, Karnataka
3	Anisha Raooof Dhanani	Flat 281, 28 <sup>th</sup> Floor, Kalpataru Heights, Dr. A. Nair Rd, Agripada, Mumbai – 400 011
4	Azhar Yusuf Dhanani	Flat No 1903/1904 Sea Queen Heritage Plot No-6 Sec-18 Sanpada, Navi Mumbai – 400 705 Maharashtra
5	Suchitra Dhanani	SAAZ, BF 8-9, Scheme No. 74-C, Vijay Nagar, Indore – 452 010, Madhya Pradesh
6	Rafiq Maqsood Merchant	Labunam Lcc 301 C, Sector 28, Sushantlok, Gurgaon (Haryana)
7	Shamim Sheikh	B-7, AWHO Colony, Bhupender Vihar, Scheme 78, Vijay Nagar, Indore – 452 010, Madhya Pradesh
8	Mansoor M Memon	Plot No. 703, Sarthi Tower, Fatehgunj, Baroda – 390 002, Gujarat
9	Late Shri. Sajid R. Dhanani	36, Arunoday Society, Alkapury, Vadodara – 390 007, Gujarat



10	Bipasha Dhanani	No. 76, Metropolitan Colony, 5TH A Cross, 2nd Stage, Bangalore-560 076
11.	Ahilya Hotels Limited	F1 C2 Sivavel Apartment 2 Alagappa Nagar, Zamin Pallavaram Chennai TN 600117 IN
12.	Sumera Raof Dhanani	Kalpataru Heights, 28th Floor, Flat 281 Dr A Nair Rd, Agripada, , Mumbai – 400 011, Maharashtra
13.	Saba Raof Dhanani	Kalpataru Heights, 28th Floor, Flat 281 Dr A Nair Rd, Agripada, , Mumbai – 400 011, Maharashtra
14	Sadiya Raof Dhanani	Kalpataru Heights, 28th Floor, Flat 281 Dr A Nair Rd, Agripada,, Mumbai – 400 011, Maharashtra

#### For Preference shares

Sl. No	Name	Address
1.	Saba Raof Dhanani	Kalpataru Heights, 28 <sup>th</sup> Floor, Flat 281 Dr A Nair Rd, Agripada, Police Station Agripada, Mumbai – 400 011, Maharashtra
2.	Zuber Yusuf Dhanani	Flat No 1903 & 1904, Sea Queen Heritage, Plot No – 6, Sec-18 Sanpada, Navi Mumbai – 400 705, Maharashtra
3.	Azhar Yusuf Dhanani	Flat No 1903 & 1904, Sea Queen Heritage, Plot No – 6, Sec-18 Sanpada, Navi Mumbai – 400 705, Maharashtra
4.	Sadiya Dhanani	281, Kalpataru Heights, 28 <sup>th</sup> Floor, Dr A Nair Rd ,Agripada, Mumbai – 400 011, Maharashtra
5.	Sanya Dhanani	SAAZ, BF 8-9, Scheme No. 74-C, Vijay Nagar, Indore – 452 010, Madhya Pradesh
6.	Suchitra Dhanani	SAAZ, BF 8-9, Scheme No. 74-C, Vijay Nagar, Indore – 452 010, Madhya Pradesh
7.	Kayum Dhanani	Van Goghs,Garden Unit No. 0502, Kasturba Road Cross, Bangalore, Municipal ward No. 76, Bangalore North, Bangalore G.P.O., Bengaluru – 560 001 Karnataka
8.	Akanksha Sara Dhanani	No.20 Vaswani Ashton Woods, Kariyammana Agrahara, Bellandur, Bengaluru – 560 103, Karnataka

#### ii. Directors

Sl. No	Name	Address
1	Thottappully Narayanan Unni	F. No. 303-B, Yashraj Regency 10 - Manorama Ganj, Meter No. 3190454 Indore – 452 001 Madhya Pradesh
2	Raof Razak Dhanani	281, Kalpataru Heights 28th Floor, Dr. A Nair Road, Mumbai Central, Mumbai – 400 011, Maharashtra
3	Suchitra Dhanani	SAAZ, BF 8-9, Scheme No. 74-C, Vijay Nagar, Indore – 452 010, Madhya Pradesh
5	Saquib Salim Agboatwala	B-1402, Klassik Tower, 14th Floor, Dr. Nair Road Agripada, Mumbai – 400 011, Maharashtra
6	Abhay Chintaman Chaudhari	Flat No-907, R. K. Spectra, D.S.K. Ranwara Road, Patil Nagar, Bavdhan Bk Near Suryadatta College, Pune – 411 021, Maharashtra
7.	Isha Garg	871 Sudama Nagar, Indore Madhya Pradesh, India 452016

- f) The amount due to Secured Creditors of Applicant Company as on 20th April 2022 is INR 294,717,231 and to Unsecured Creditors is INR 290,716,068.

**B. Ahilya Hotels Limited ('AHL')**

- a) AHL is an unlisted public company which was incorporated as Ahilya Hotels Limited on 5<sup>th</sup> September 2000 bearing CIN: U55101TN2000PLC124333 and PAN: AAECA6511D with the Registrar of Companies, Gwalior under the provisions of the Companies Act, 1956.
- b) On 3<sup>rd</sup> September 2018 the registered office of the AHL was shifted from H-1, Scheme No – 54 Vijay Nagar, Indore, Madhya Pradesh, India, 452010 to F1 C2, Sivavel Apartment, 2, Alagappa Nagar, Zamin Pallavaram, Chennai – 600117, Tamil Nadu, India.
- c) The main object of AHL, as per the Memorandum of Association is as follows:
- i. To own construct, run, render technical advice in constructing, furnishing and running of take over, manage, carry on the business of motel, hotel, cafe, tavern, bars, refreshment rooms, boarding and lodging house keepers, clubs, association in India and to provide lodging and boarding, restaurant, eating houses, bakery, confectionery, bar, swimming pools and other facilities to the public including tourists, visitors and delegates coming to India from foreign and to allow Indian as well as foreign delegates to hold international conferences, seminars etc. and to give all facilities to members of delegations, missions from abroad and foreign countries and to encourage and carry on and facilitate tourist trade in India.
- d) The authorised, issued, subscribed and paid-up share capital of the AHL as on 31st March, 2022 was as set out below:

<b>Particulars</b>	<b>Amount in INR</b>
<b>Authorized Capital</b>	
10,000,000 Equity Shares of INR 10 each	100,000,000
<b>Total</b>	<b>100,000,000</b>
<b>Issued, Subscribed and Paid-up</b>	
8,959,770 Equity Shares of INR 10 each	89,597,700
<b>Total</b>	<b>89,597,700</b>

Subsequent to 31st March, 2022, there has been no change in the capital structure of AHL.

- e) The details of the promoters and present directors of the Ahilya Hotels Limited along with their addresses are as follows:

**i. Promoters**

<b>Sl. No</b>	<b>Name</b>	<b>Address</b>
1	Suchitra Dhanani	SAAZ, BF 8-9, Scheme No. 74-C, Vijay Nagar, Indore – 452 010, Madhya Pradesh
2	Sanya Dhanani	SAAZ, BF 8-9, Scheme No. 74-C, Vijay Nagar, Indore – 452 010, Madhya Pradesh

3	Zoya Dhanani	SAAZ, BF 8-9, Scheme No. 74-C, Vijay Nagar, Indore – 452 010, Madhya Pradesh
4.	Zuber Yusuf Dhanani	1903/1904, Sea Queen Heritage, CHS, Plot 6, Sec- 18, Sanpada, Navi Mumbai – 400 705, Maharashtra
5.	Azhar Yusuf Dhanani	1903/1904, Sea Queen Heritage, CHS, Plot 6, Sec- 18, Sanpada, Navi Mumbai, PIN-400 705, Maharashtra

ii. **Directors**

Sl. No	Name	Address
1	Suchitra Dhanani	SAAZ, BF 8-9, Scheme No. 74-C, Vijay Nagar, Indore – 452 010, Madhya Pradesh
2	Sanya Dhanani	SAAZ, BF 8-9, Scheme No. 74-C, Vijay Nagar, Indore – 452 010, Madhya Pradesh
3	Zoya Dhanani	SAAZ, BF 8-9, Scheme No. 74-C, Vijay Nagar, Indore – 452 010, Madhya Pradesh

- f) There are no Secured and Unsecured Creditors of AHL as on 20th April 2022.

**C. Sayaji Hotels (Indore) Limited ('SHIL')**

- a) SHIL is an unlisted public company which was incorporated originally as Sayaji Hotels (Vadodara) Limited on 10th May 2018 bearing CIN: U55209TN2018PLC122598 and PAN: ABACS2910B with the Registrar of Companies, Chennai under the provisions of the Companies Act, 2013. The Registered Office is situated at (C2/F1), in Siva Vel Apartment, No. 2, Alagappa Nagar, Zamin Pallavaram, Chennai, Tamil Nadu, India, 600117. The said company was renamed as "Sayaji Hotels (Indore) Limited on 28th December, 2021. SHIL is engaged in the business to construct, run, render technical advice in constructing, furnishing and running of lodging and boarding activities.
- b) The main objects of SHIL, as per the Memorandum of Association are as follows:
- (1) To own, construct, run render technical advice in constructing, furnishing and running of, take-over, manage, carry on the business of motel, hotel, restaurant, cafe, tavern, bars, refreshment rooms, boarding and lodging house keepers, clubs, association in India and to provide lodging and boarding, restaurant, eating houses, bakery, confectionery, bar, swimming pools and other facilities to the public including tourists, visitors and delegates coming to India from foreign countries and to allow Indian as well as foreign delegates to hold international conferences, seminars etc. and to give all facilities to members of delegations, missions form abroad and foreign countries and to encourage and carry on and facilitate tourist trade in India.

The authorised, issued, subscribed and paid-up share capital of SHIL as on 31st March, 2022 was as set out below:

Particulars	Amount in INR
<b>Authorized Capital</b>	
50,000 Equity shares of INR 10 each	500,000

5,000 Preference shares of INR 100 each	500,000
<b>Total</b>	<b>1,000,000</b>
<b>Issued, Subscribed and Paid-up</b>	
50,000 Equity shares of INR 10 each	500,000
<b>Total</b>	<b>500,000</b>

Subsequent to 31st March, 2022, there has been no change in the capital structure of SHIL.

- c) The details of the promoters and present directors of SHIL along with their addresses are as follows:

**i. Promoters**

**For Equity shares**

SI No	Name	Address
1	M/S Sayaji Hotels Limited	F1 C2 Sivavel Apartment, 2 Alagappa Nagar, Zamin Pallavaram, Chennai – 600 117, Tamil Nadu
2.	Azhar Yusuf Dhanani	1903/1904, Sea Queen Heritage, CHS, Plot 6, Sec- 18, Sanpada, Navi Mumbai, PIN-400 705, Maharashtra
3.	Zuber Yusuf Dhanani	1903/1904, Sea Queen Heritage, CHS, Plot 6, Sec- 18, Sanpada, Navi Mumbai – 400 705, Maharashtra
4.	Sadiya Raof Dhanani	281, Kalpataru Heights, 28 <sup>th</sup> Floor, Dr A Nair Rd ,Agripada, Mumbai – 400 011, Maharashtra
5.	Anisha Raof Dhanani	Flat 281, 28 <sup>th</sup> Floor, Kalpataru Heights, Dr. A. Nair Rd, Agripada, Mumbai – 400 011
6.	Saba Raof Dhanani	Kalpataru Heights, 28th Floor, Flat 281 Dr A Nair Rd, Agripada, , Mumbai – 400 011, Maharashtra
7.	Sumera Raof Dhanani	Kalpataru Heights, 28th Floor, Flat 281 Dr A Nair Rd, Agripada, , Mumbai – 400 011, Maharashtra
8.	Raof Razak Dhanani	281, Kalpataru Heights 28th Floor, Dr. A Nair Road, Mumbai Central, Mumbai – 400 011, Maharashtra

**ii. Directors**

SI No	Name	Address
1	Raof Razak Dhanani	281, Kalpataru Heights 28th Floor, Dr. A Nair Road, Mumbai Central, Mumbai – 400 011, Maharashtra
2	Suchitra Dhanani	SAAZ, BF 8-9, Scheme No. 74-C, Vijay Nagar, Indore – 452 010, Madhya Pradesh
3	Rizwan Rafique Shaikh	1102 A Pacific Tower Sagar City Complex Khoja Jamat Khana Andheri West Mumbai Maharashtra India 400058

- d) There are no Secured and Unsecured Creditors of SHIL as on 20th April 2022.

**D. Sayaji Hotels (Pune) Limited ('SHPL')**

- a) SHPL is an unlisted public company which was incorporated as Sayaji Hotels (Pune) Limited on 10th May 2018 bearing CIN: U55204TN2018PLC122599 and PAN: ABACS2906F with the Registrar of Companies, Chennai under the provisions of the Companies Act, 2013. The

Registered Office of the company, at present, is situated at (C2/F1), in Siva Vel Apartment, No. 2, Alagappa Nagar, Zamin Pallavaram, Chennai – 600 117, Tamil Nadu, India.

- b) The main object of SHPL, as per the Memorandum of Association is as follows:
- i. To own, construct, run and render technical advice in constructing, furnishing and running of, take-over, manage, carry on the business of motel, hotel, restaurant, cafe, tavern, bars, refreshment rooms, boarding and lodging house keepers, clubs, association in India and to provide lodging and boarding, restaurant, eating houses, bakery, confectionery, bar, swimming pools and other facilities to the public including tourists, visitors and delegates coming to India from foreign countries and to allow Indian as well as foreign delegates to hold international conferences, seminars etc. and to give all facilities to members of delegations, missions from abroad and foreign countries and to encourage and carry on and facilitate tourist trade in India.
- c) The authorised, issued, subscribed and paid-up share capital of SHPL as on 31st March, 2022 was as set out below:

<b>Particulars</b>	<b>Amount in INR</b>
<b>Authorized Capital</b>	
50,000 Equity shares of INR 10 each	500,000
5,000 Preference shares of INR 100 each	500,000
<b>Total</b>	<b>1,000,000</b>
<b>Issued, Subscribed and Paid-up</b>	
50,000 Equity shares of INR 10 each	500,000
<b>Total</b>	<b>500,000</b>

Subsequent to 31st March, 2022, there has been no change in the capital structure of SHPL.

- d) The details of the promoters and present directors of SHPL along with their addresses are as follows:
- i. **Promoters**

<b>Sl. No</b>	<b>Name</b>	<b>Address</b>
1	M/S Sayaji Hotels Limited	F1 C2 Sivavel Apartment, 2 Alagappa Nagar, Zamin Pallavaram, Chennai – 600 117, Tamil Nadu
2.	Azhar Yusuf Dhanani	1903/1904, Sea Queen Heritage, CHS, Plot 6, Sec-18, Sanpada, Navi Mumbai, PIN-400 705, Maharashtra
3.	Zuber Yusuf Dhanani	1903/1904, Sea Queen Heritage, CHS, Plot 6, Sec-18, Sanpada, Navi Mumbai – 400 705, Maharashtra
4.	Sadiya Raouf Dhanani	281, Kalpataru Heights, 28 <sup>th</sup> Floor, Dr A Nair Rd ,Agripada, Mumbai – 400 011, Maharashtra



5.	Anisha Raof Dhanani	Flat 281, 28 <sup>th</sup> Floor, Kalpataru Heights, Dr. A. Nair Rd, Agripada, Mumbai – 400 011
6.	Saba Raof Dhanani	Kalpataru Heights, 28th Floor, Flat 281 Dr A Nair Rd, Agripada, , Mumbai – 400 011, Maharashtra
7.	Sumera Raof Dhanani	Kalpataru Heights, 28th Floor, Flat 281 Dr A Nair Rd, Agripada, , Mumbai – 400 011, Maharashtra
8.	Raof Razak Dhanani	281, Kalpataru Heights 28th Floor, Dr. A Nair Road, Mumbai Central, Mumbai – 400 011, Maharashtra

**ii. Directors**

Sl. No	Name	Address
1	Raof Razak Dhanani	281, Kalpataru Heights 28th Floor, Dr. A Nair Road, Mumbai Central, Mumbai – 400 011, Maharashtra
2	Suchitra Dhanani	SAAZ, BF 8-9, Scheme No. 74-C, Vijay Nagar, Indore – 452 010, Madhya Pradesh
3	Zubur Yusuf Dhanani	1903/1904, Sea Queen Heritage, CHS, Plot 6, Sec-18, Sanpada, Navi Mumbai – 400 705, Maharashtra

e) There are no Secured and Unsecured Creditors of SHPL as on 20th April 2022.

**E. Sayaji Hotels Management Limited ('SHML')**

- a) SHML is an unlisted public company, which was incorporated as Sayaji Hotels Management Limited on 14th May 2018 bearing CIN: U55205TN2018PLC122667 and PAN: ABACS3078C with the Registrar of Companies, Chennai under the provisions of the Companies Act, 2013. The Registered Office of the company, at present, is situated at (C2/F1), in Siva Vel Apartment, No. 2, Alagappa Nagar, Zamin Pallavaram, Chennai – 600 117, Tamil Nadu.
- b) The main object of SHML, as per the Memorandum of Association is as follows:
- i. To own, construct, run render technical advice in constructing, furnishing and running of, take-over, manage, carry on the business of motel, hotel, restaurant, cafe, tavern, bars, refreshment rooms, boarding and lodging house keepers, clubs, association in India and to provide lodging and boarding, restaurant, eating houses, bakery, confectionery, bar, swimming pools and other facilities to the public including tourists, visitors and delegates coming to India from foreign countries and to allow Indian as well as foreign delegates to hold international conferences, seminars etc. and to give all facilities to members of delegations, missions form abroad and foreign countries and to encourage and carry on and facilitate tourist trade in India.
- c) The authorised, issued, subscribed and paid-up share capital of SHML as on 31st March , 2022 was as set out below:

Authorized Capital	Amount in INR
50,000 Equity shares of INR 10 each	500,000
5,000 Preference shares of INR 100 each	500,000

<b>Total</b>	<b>1,000,000</b>
<b>Issued, Subscribed and Paid-up</b>	
50,000 Equity shares of INR 10 each	500,000
<b>Total</b>	<b>500,000</b>

Subsequent to 31st March, 2022 there has been no change in the capital structure of SHML.

- d) The details of the promoters and present directors of SHML along with their addresses are as follows:

**i. Promoters**

Sl. No	Name	Address
1	M/S Sayaji Hotels Limited	F1 C2 Sivavel Apartment, 2 Alagappa Nagar, Zamin Pallavaram , Chennai – 600 117, Tamil Nadu
2	Azhar Yusuf Dhanani	1903/1904, Sea Queen Heritage, CHS, Plot 6, Sec-18, Sanpada, Navi Mumbai, PIN-400 705, Maharashtra
3	Zuber Yusuf Dhanani	1903/1904, Sea Queen Heritage, CHS, Plot 6, Sec-18, Sanpada, Navi Mumbai – 400 705, Maharashtra
4	Sadiya Raof Dhanani	281, Kalpataru Heights, 28 <sup>th</sup> Floor, Dr A Nair Rd ,Agripada, Mumbai – 400 011, Maharashtra
5	Anisha Raof Dhanani	Flat 281, 28 <sup>th</sup> Floor, Kalpataru Heights, Dr. A. Nair Rd, Agripada, Mumbai – 400 011
6	Saba Raof Dhanani	Kalpataru Heights, 28th Floor, Flat 281 Dr A Nair Rd, Agripada, , Mumbai – 400 011, Maharashtra
7	Sumera Raof Dhanani	Kalpataru Heights, 28th Floor, Flat 281 Dr A Nair Rd, Agripada, , Mumbai – 400 011, Maharashtra
8	Raof Razak Dhanani	281, Kalpataru Heights 28th Floor, Dr. A Nair Road, Mumbai Central, Mumbai – 400 011, Maharashtra

**ii. Directors**

Sl. No	Name	Address
1	Raof Razak Dhanani	281, Kalpataru Heights 28th Floor, Dr. A Nair Road, Mumbai Central, Mumbai – 400 011, Maharashtra
2	Suchitra Dhanani	SAAZ, BF 8-9, Scheme No. 74-C, Vijay Nagar, Indore – 452 010, Madhya Pradesh
3	Zuber Yusuf Dhanani	1903/1904, Sea Queen Heritage, CHS, Plot 6, Sec-18, Sanpada, Navi Mumbai – 400 705, Maharashtra

- e) There are no Secured Creditors of SHML as on 20th April 2022 and the amount due to Unsecured Creditors is INR 7,75,11,471.

**5. Relationship subsisting between the companies who are parties to the Scheme**

SHIL, SHPL and SHML are the wholly owned subsidiary of SHL. AHL is one of the Promoter of SHL.

6. **Details of the Board meeting at which the Scheme was approved by the Board of Directors of the Applicant Company, Transferor Companies, Transferee Companies and Resulting Companies including the name of the Directors who voted in favour of the resolution, who voted against the resolution and who did not vote or participate on such resolution.**

**For SHL:**

Date of Board meeting at which the Scheme was approved by the Board of Directors: 4<sup>th</sup> December 2021.

Sl No	Name of the directors	Details (Voted in favour/ voted against/ didn't vote)
1.	T. N. Unni	Voted in favour
2.	Raof Razak Dhanani	Voted in favour
3.	Suchitra Dhanani	Voted in favour
4.	Abhay Chintaman Chaudhari	Voted in favour
5.	Saquib Salim Agboatwala	Voted in favour
6.	Isha Garg	Voted in favour

**For AHL:**

Date of the meeting at which the Scheme was approved by the Board of Directors: 6<sup>th</sup> December 2021.

Sl. No	Name of the directors	Details (Voted in favour/ voted against/ didn't vote)
1.	Suchitra Dhanani	Voted in favour
2.	Zoya Dhanani	Voted in favour

**For SHIL:**

Date of the meeting at which the Scheme was approved by the Board of Directors: 6<sup>th</sup> December 2021.

Sl. No	Name of the directors	Details (Voted in favour/ voted against/ didn't vote)
1.	Suchitra Dhanani	Voted in favour
2.	Raof Razak Dhanani	Voted in favour

**For SHPL:**

Date of the meeting at which the Scheme was approved by the Board of Directors: 6<sup>th</sup> December 2021

Sl. No	Name of the directors	Details (Voted in favour/ voted against/ didn't vote)
1.	Suchitra Dhanani	Voted in favour
2.	Raof Razak Dhanani	Voted in favour

**For SHML:**

Date of the meeting at which the Scheme was approved by the Board of Directors: 6<sup>th</sup> December 2021

Sl. No	Name of the directors	Details (Voted in favour/ voted against/ didn't vote)
1.	Suchitra Dhanani	Voted in favour
2.	Raof Razak Dhanani	Voted in favour

7. **Rationale and Benefits of the Scheme**

SHL is in the process of streamlining its business and proposes to consolidate management business of AHL viz. Transferor Company 1.

This arrangement is in consonance with the global corporate practices which intend and seek to achieve flexibility and integration of size, scale and financial strength, in the business carried on by SHL.

Further, SHL will demerge Demerged Undertaking 1 ('Indore business') into SHIL, Demerged Undertaking 2 ('Baroda business') and Demerged Undertaking 3 ('Pune business') into SHPL.

Upon amalgamation and segregation of identified business undertakings, SHL, AHL, SHIL, SHPL and SHML shall achieve higher long-term financial returns, increased competitive strength, cost reduction and efficiencies, productivity gains, and logistical advantages, thereby significantly contributing to future growth in their respective business verticals. Apart from the various benefits/advantages stated and illustrated above, the management of SHL, AHL, SHIL, SHPL and SHML are of the opinion that the following benefits shall also be enjoyed and realized by all the stakeholders:

- **Streamlining businesses:** Currently, SHL along with its associate companies is engaged in the business of owning, operating and managing hotels under multiple divisions. In order to streamline the business both from operating and management perspective, it is proposed to consolidate alike businesses into a single identified entity and segregate other businesses into another identified entity creating a niche dedicated and focused business segment without any risk or overlap of one business over the other. Demerger of Indore business to SHIL and Baroda business and Pune business to SHPL will help concentrate on individual businesses and hence unlock value for shareholders of SHL and provide better flexibility in attracting different set of investors, strategic partners and stakeholders. These businesses carried on by SHL through itself has significant potential for growth and profitability. The nature of risk, challenges, competition, opportunities for these businesses are distinct and separate from other business carried on by SHL. The proposed Scheme would create enhanced value for the stakeholders.
- **Resources:** The Scheme will improve organizational capability arising from the pooling of human capital that have diverse skills, talent, and vast experience, and facilitate mobility of human resources of Transferor Companies (defined hereinafter) and the employees in the subsidiaries belonging to the Transferor Companies and vice versa, greater integration and greater employees' strength and flexibility for the amalgamated entity, which would result in maximizing overall shareholder value and will improve the competitive position of all the companies.
- **Focused management:** Pursuant to the Scheme, similar businesses will vest together thereby providing focused management and propel the growth of each business.
- **Efficiency in fund raising and de-risking businesses:** With consolidation of like businesses, the companies can leverage on the combined strength of the businesses and raise funds efficiently as well as de-risk other businesses that are segregated.

The proposed corporate restructuring mechanism by way of a Composite Scheme of Amalgamation and Arrangement under the provisions of the Act is beneficial, advantageous and not prejudicial to the interests of the shareholders, creditors, general public at large and other stakeholders of all the companies involved.

#### 8. **Salient features / details / extract of the Scheme**

- a) It is proposed to undertake the following corporate restructuring on the agreed terms and conditions as set out herein:

- i. Amalgamation of AHL into SHL and reduction and cancellation of share capital of SHL;
  - ii. Transfer of Demerged Undertakings from SHL and its vesting in Resulting Companies;
  - iii. Reduction and cancellation of share capital of the Resulting Companies and matters incidental thereto;
  - iv. Amalgamation of SHML into SHL and matters thereto.
- b) The management proposes to achieve the above pursuant to Section 230 to 232 read with Section 52 and 66 and other applicable provisions of the Companies Act, 2013, in the manner set out herein.
  - c) **“Appointed Date for Amalgamation”** means 1<sup>st</sup> April 2022 or such other date as may be fixed or approved by NCLT.
  - d) **“Appointed Date for Demerger”** means 1<sup>st</sup> April 2022 or such other date as may be fixed or approved by the NCLT.
  - e) **“Effective Date”** means the date on which the certified copies of the order of NCLT, sanctioning the Scheme is filed with the Registrar of Companies, Chennai.
  - f) **Accounting Treatment** - Notwithstanding anything to the contrary herein, upon this Scheme becoming effective, the Transferee Companies, Demerged Company and Resulting Companies shall give effect to the accounting treatment in the books of accounts in accordance with the accounting standards specified under Section 133 of the Act read with Companies (Indian Accounting Standards) Rules, 2015, or any other relevant or related requirement under the Act, as applicable on the Appointed Date for Amalgamation or Demerger, as the case may be.

**The features / details / extract set out above being only the salient features / details / extract of the Scheme as are statutorily required to be included in this Explanatory statement, the unsecured creditors are requested to read the entire text of the Scheme (annexed herewith) to get fully acquainted with the provisions thereof and the rationale and objectives of the proposed Scheme.**

9. The Valuation Report, Share Entitlement Ratio Report and the Fairness Opinion were also placed before the Board of Directors of the Company and approved by them at the meeting held on December 4, 2021.
10. In accordance with Regulation 37 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Audit Committee of SHL during its meeting held on December 4, 2021 recommended the proposed Scheme for approval of the Board of Directors of SHL *inter alia* taking into account:
  - a. Valuation Report issued by Mr. Navin Khandelwal, Registered Valuer;
  - b. The Share Entitlement Ratio Report issued by Mr. Navin Khandelwal, Registered Valuer;
  - c. The Fairness Opinion issued by M/s. Systematix Corporate Services Limited, Merchant Banker;
  - d. Statutory Auditors’ certificate dated December 2, 2021 issued by K L Vyas & Co., Chartered Accountants, in relation to the accounting treatment prescribed in the Scheme;
  - e. Audit committee report.
11. In accordance with SEBI Master Circular bearing no. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021, the Independent Directors of the Company have recommended the proposed Scheme, taking into consideration, *inter alia*, that the scheme is not detrimental to the shareholders of the listed entity
12. The details of the present Directors and Key Managerial Personnel (KMPs) of the Transferor Companies, Demerged Company and Transferee Companies and their respective shareholdings in the Transferor Companies, Demerged Company and Transferee Companies as on 31<sup>st</sup> March 2022 are as follows:



**For SHL:**

Sl. No.	Name	Equity shares held in SHL	Preference shares held in SHL
1	Thottappully Narayanan Unni	0	0
2	Raoof Razak Dhanani	1527630	0
3	Suchitra Dhanani	236029	125,000
4	Saquib Salim Agboatwala	0	0
5	Abhay Chintaman Chaudhari	0	0
6	Sandesh Khandelwal	0	0
7	Amit Sarraf*	0	0
8	Isha Garg	0	0
9	Ankur Binal	0	0

\* Mr. Amit Sarraf resigned from the Post of Company Secretary w.e.f. 06.06.2022 and Mr. Ankur Bindal has been appointed as Company Secretary w.e.f. 28<sup>th</sup> July, 2022.

**For AHL:**

Sl. No.	Name	Equity shares held in AHL	Preference shares held in AHL
1	Suchitra Dhanani	63,26,460	0
2	Sanya Dhanani	1,316,635	0
3	Zoya Dhanani	1,316,635	0

**For SHIL:**

Sl. No.	Name	Equity shares held in SHIL	Preference shares held in SHIL
1	Raoof Razak Dhanani	1	0
2	Suchitra Dhanani	0	0
3	Rizwan Rafique Shaikh	0	0

**For SHPL:**

Sl. No.	Name	Equity shares held in SHPL	Preference shares held in SHPL
1	Raoof Razak Dhanani	1	0
2	Suchitra Dhanani	0	0
3	Zuber Yusuf Dhanani	1	0

**For SHML:**

Sl. No.	Name	Equity shares held in SHML	Preference shares held in SHML
1	Raoof Razak Dhanani	1	0
2	Suchitra Dhanani	0	0
3	Zuber Yusuf Dhanani	1	0

**13. Pre and Post Arrangement Shareholding Pattern**

The pre and expected post Scheme shareholding pattern of the Applicant Companies are as follows:

**For AHL:****Equity Shares**

Sl. No	Description	Pre Scheme		Post Scheme	
		Number of shares	%	Number of shares	%
(A)	Promoter & Promoter Group	89,59,750	99.9998%	Not Applicable	
(B)	Public	20	0.0002		
(C)	Non Promoter - Non Public	0	0		
(C1)	Shares Underlying DRs	0	0		
(C2)	Shares Held By Employee Trust	0	0		
<b>Total</b>		<b>8,959,770</b>	<b>100.00</b>	<b>0</b>	<b>100.00</b>

Note: Since AHL (Transferor Company 1) will be merged into the Applicant Company on Scheme of Amalgamation and Arrangement being effective, the Transferor Company 1 will stand dissolved, thus, there will be no post amalgamation shareholding pattern available.

**For SHL:**

#### Equity Shares

Sl. No	Description	Pre Scheme		Post Scheme	
		Number of shares	%	Number of shares	%
(A)	Promoter & Promoter Group	13,123,167	74.91	13,123,138	74.91
(B)	Public	4,396,833	25.09	4,394,839	25.09
(C)	Non Promoter - Non Public	0	0	0	0
(C1)	Shares Underlying DRs	0	0	0	0
(C2)	Shares Held By Employee Trust	0	0	0	0
<b>Total</b>		<b>17,518,000</b>	<b>100.00</b>	<b>17,517,977</b>	<b>100.00</b>

#### Preference Shares

Sl. No	Description	Pre Scheme		Post Scheme	
		Number of shares	%	Number of shares	%
(A)	Promoter & Promoter Group	10,00,000	100%	10,00,000	100%
(B)	Public	0	0	0	0
<b>Total</b>		<b>10,00,000</b>	<b>100%</b>	<b>10,00,000</b>	<b>100.00</b>

**For SHIL:**

#### Equity Shares

Sl. No	Description	Pre Scheme		Post Scheme	
		Number of shares	%	Number of shares	%
(A)	Promoter & Promoter Group	50,000	100	2282285	74.91
(B)	Public	0	0	764320	25.09
<b>Total</b>		<b>50,000</b>	<b>100.00</b>	<b>3,046,605</b>	<b>100.00</b>

#### Preference Shares

Sl. No	Description	Pre Scheme		Post Scheme	
		Number of shares	%	Number of shares	%
(A)	Promoter & Promoter Group	0	0	8	100
(B)	Public	0	0	0	0
<b>Total</b>		<b>0</b>	<b>0</b>	<b>8</b>	<b>100</b>

For SHPL:

#### Equity Shares

Sl. No	Description	Pre Scheme		Post Scheme	
		Number of shares	%	Number of shares	%
(A)	Promoter & Promoter Group	50,000	100	2,282,285	74.91
(B)	Public	0	0	764,320	25.09
<b>Total</b>		<b>50,000</b>	<b>100.00</b>	<b>3,046,605</b>	<b>100.00</b>

#### Preference Shares

Sl. No	Description	Pre Scheme		Post Scheme	
		Number of shares	%	Number of shares	%
(A)	Promoter & Promoter Group	0	0	8	100%
(B)	Public	0	0	0	0
<b>Total</b>		<b>0</b>	<b>0</b>	<b>8</b>	<b>100.00</b>

For SHML:

#### Equity Shares

Sl. No	Description	Pre Scheme		Post Scheme	
		Number of shares	%	Number of shares	%
(A)	Promoter & Promoter Group	50,000	100	Not Applicable	
(B)	Public	0	0		
<b>Total</b>		<b>50,000</b>	<b>100.00</b>		

#### Preference Shares

Sl. No	Description	Pre Scheme		Post Scheme	
		Number of shares	%	Number of shares	%
(A)	Promoter & Promoter Group	0	0	Not Applicable	
(B)	Public	0	0		
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Note: Since SHML (Transferor Company 2) will be merged into the Applicant Company on Scheme of Amalgamation and Arrangement being effective, the Transferor Company 2 will stand dissolved, thus, there will be no post amalgamation shareholding pattern available.

14. The Applicant Companies have made applications before the NCLT as per Rule 3(1) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 for the sanction of the Scheme under Section 230 read with Section 232 of the Companies Act, 2013.
15. In relation to the meeting of Unsecured Creditors, the Unsecured Creditors of the Applicant Company whose names are appearing in the records of the Company as on 27<sup>th</sup> July, 2022 (cut-off date) shall be eligible to attend and vote at the meeting of the unsecured creditors of the Applicant Company convened at the directions of the Tribunal.
16. The Scheme does not have a prejudicial effect on the key managerial personnel and directors of Applicant Company and other companies as their rights are not sought to be modified in any manner.
17. The rights and interests of the Equity Shareholders, Preference shareholders, Secured or Unsecured creditors, non-promoter members, depositors, debenture holders, deposit trustee and debenture trustee and employees of the Applicant Company and other companies will not be prejudicially affected by the Scheme as no sacrifice or waiver is at all called from them nor their rights sought to be modified in any manner.
18. Except to the extent of the shares held by the Directors and the KMP stated in paragraph 12 above, none of the Directors, KMPs of the Demerged Company or their respective relatives is in any way connected or interested in the resolution forming part of the Notice.
19. There is no likelihood that any Secured or Unsecured creditor of the Applicant Companies concerned would lose or be prejudiced as a result of the Scheme being passed since no sacrifice or waiver is at all called for from them nor are their rights sought to be modified in any manner. Hence, the Scheme will not cast any additional burden on the shareholders or creditors of either company nor will it affect the interest of any of the shareholders or creditors.
20. No investigation proceedings have been instituted or are pending under Sections 235 to 251 of the Companies Act, 1956 or the corresponding provisions of the Companies Act, 2013 against any of the companies involved in the Scheme.
21. As directed by the NCLT, the Notice pursuant to Section 230(5) of the Companies Act, 2013 in the prescribed format along with a copy of the Scheme, the Explanatory statement and the disclosures provided herewith will be served within the prescribed time on the Statutory Authorities, as applicable.
22. Names and addresses of the Directors and KMPs of AHL are as under:

Sl. No.	Name of the director	Address
1	Suchitra Dhanani	SAAZ, Bf 8 & 9, Scheme No. 74-C, Vijay Nagar, Indore – 452 010, Madhya Pradesh
2	Sanya Dhanani	SAAZ, Bf 8 & 9, Scheme No. 74-C, Vijay Nagar, Indore – 452 010, Madhya Pradesh
3	Zoya Dhanani	SAAZ, Bf 8 & 9, Scheme No. 74-C, Vijay Nagar, Indore – 452 010, Madhya Pradesh

23. Names and addresses of the Directors and KMPs of SHL are as under:

Sl. No.	Name of the director	Address
1	Thottappully Narayanan Unni	F. No. 303-B, Yashraj Regency 10-Manorama Ganj, Meter No. 3190454, Indore – 452 001, Madhya Pradesh
2	Raooif Razak Dhanani	281, Kalpataru Heights 28th Floor, Dr. A Nair Road, Mumbai Central, Mumbai – 400 011, Maharashtra
3	Suchitra Dhanani	SAAZ, Bf 8 - 9, Scheme No. 74-C, Vijay Nagar, Indore – 452 010, Madhya Pradesh
4	Saquiab Salim Agboatwala	B-1402, Klassik Tower, 14th Floor, Dr. Nair Road, Agripada, Mumbai – 400 011, Maharashtra
5	Abhay Chintaman Chaudhari	Flat No-907, R. K. Spectra, D.S.K. Ranwara Road, Patil Nagar, Bavdhan Bk, Near Suryadatta C Ollege, Pune – 411 021 Maharashtra

6	Isha Garg	871 Sudama Nagar, Indore Madhya Pradesh, India 452016
7	Sandesh Khandelwal	15, Old Agrawal Nagar, Indore – 452 001, G.P. Indore, Madhya Pradesh
8	Amit Sarraf*	128, Mahaveer Nagar, Indore – 452 001, Madhya Pradesh
9	Ankur Bindal	84 E Bhaktawar Ram Nagar Indore- 450001 Madhya Pradesh

Mr. Amit Sarraf resigned from the Post of Company Secretary w.e.f. 06.06.2022 and Mr. Ankur Bindal has been appointed as Company Secretary w.e.f. 28<sup>th</sup> July, 2022

24. Names and addresses of the Directors and KMPs of SHIL are as under:

Sl. No.	Name of the director	Address
1	Raooof Razak Dhanani	281, Kalpataru Heights 28th Floor, Dr. A Nair Road, Mumbai Central, Mumbai – 400 011, Maharashtra
2	Suchitra Dhanani	SAAZ, Bf 8 & 9, Scheme No. 74-C, Vijay Nagar, Indore – 452 010, Madhya Pradesh
3	Rizwan Rafique Shaikh	1102 A Pacific Tower Sagar City Complex Khoja Jamat Khana Andheri West Mumbai Maharashtra India 400058

25. Names and addresses of the Directors and KMPs of SHPL are as under:

Sl. No.	Name of the director	Address
1	Raooof Razak Dhanani	281, Kalpataru Heights 28th Floor, Dr. A Nair Road, Mumbai Central, Mumbai – 400 011, Maharashtra
2	Suchitra Dhanani	SAAZ, Bf 8 & 9, Scheme No. 74-C, Vijay Nagar, Indore – 452 010, Madhya Pradesh
3	Zuber Yusuf Dhanani	1903/1904, Sea Queen Heritage, CHS, Plot 6, Sec- 18, Sanpada, Navi Mumbai – 400 705, Maharashtra

26. Names and addresses of the Directors and KMPs of SHML are as under:

Sl. No.	Name of the director	Address
1	Raooof Razak Dhanani	281, Kalpataru Heights 28th Floor, Dr. A Nair Road, Mumbai Central, Mumbai – 400 011, Maharashtra
2	Suchitra Dhanani	SAAZ, Bf 8 - 9, Scheme No. 74-C, Vijay Nagar, Indore – 452 010, Madhya Pradesh
3	Zuber Yusuf Dhanani	1903/1904, Sea Queen Heritage, CHS, Plot 6, Sec- 18, Sanpada, Navi Mumbai – 400 705, Maharashtra

27. At the meeting held on December 4, 2021, none of the directors had requested for leave of absence. The Board of Directors of the Applicant Company has at its meeting held on December 4, 2021 approved the Scheme.

#### 28. CHANGES IN OBJECT CLAUSE OF THE COMPANIES INVOLVED IN THE SCHEME

There has been no change in the objects of any of the companies involved in the Scheme during last five years.

#### 29. APPROVALS AND SANCTIONS IN RELATION TO THE SCHEME

BSE Limited was appointed as the designated Stock Exchange by the Applicant Company for the purpose of co-ordinating with SEBI, pursuant to SEBI Master Circular bearing no. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021. The Applicant Company has received Observation letters regarding the Scheme from BSE Limited (BSE) dated March 15, 2022. As per the BSE Observation letter, the stock exchange has directed SHL to disclose all details of ongoing adjudication & recovery proceedings, prosecution initiated and all other enforcement action taken, if any, against the Company, its promoters and directors, before this Tribunal, while seeking approval of the scheme. In this regard, in compliance of the letter dated 15th March 2022, the litigation report is attached to this Notice.



### 30. SUMMARY OF THE VALUATION REPORT, SHARE ENTITLEMENT RATIO REPORT AND FAIRNESS OPINION

- a. Valuation Report dated 04 December 2021 issued by Mr. Navin Khandelwal, Registered valuer providing the ratio as under –

**Amalgamation of AHL into SHL:**

“274 (Two Hundred Seventy Four) fully paid up equity shares of INR 10/- (INR Ten) each of SHL shall be issued and allotted for every 1000 (One thousand) fully paid up equity shares of INR 10 (INR Ten) each held in AHL.”

- b. Share Entitlement Ratio Report dated 04.12.2021 issued by an M/s. Navin Khandelwal, Registered valuer, providing the share entitlement ratio as under –

**Demerger of Demerged Undertaking 1 from SHL to SHIL:**

“4 (Four) fully paid up equity share of INR 10 (INR Ten only) each of SHIL shall be issued and allotted for every 23 (Twenty Three) fully paid up equity shares of INR 10 (INR Ten only) each held in SHL”.

“1 (One) fully paid up 10% Cumulative Redeemable Preference Share of INR 100 (INR Hundred only) each of SHIL shall be issued and allotted for every 125,000 (One Lakh Twenty Five Thousand) fully paid up 10% Cumulative Redeemable Preference Share of INR 100 (INR Hundred only) each held in SHL”.

**Demerger of Demerged Undertaking 2 and Demerged Undertaking 3 from SHL to SHPL:**

“4 (Four) fully paid up equity share of INR 10 (INR Ten only) each of SHPL shall be issued and allotted for every 23 (Twenty Three) fully paid up equity shares of INR 10 (INR Ten only) each held in SHL”.

“1 (One) fully paid up 10% Cumulative Redeemable Preference Share of INR 100 (INR Hundred only) each of SHPL shall be issued and allotted for every 125,000 (One Lakh Twenty Five Thousand) fully paid up 10% Cumulative Redeemable Preference Share of INR 10 (INR Hundred only) each held in SHL”.

**For merger of SHML into SHL:**

No shares shall be issued in lieu or exchange of the holding in SHML since SHML is a wholly owned subsidiary of SHL and the whole of the investment of SHL in the share capital of SHML shall stand cancelled in the books of SHL.

The Fairness Opinion dated December 4, 2021 issued by M/s Systematix Corporate Services Limited, Merchant Banker stated that the Valuation Report and Share Entitlement Ratio Report are fair and reasonable.

### 31. INSPECTION

The following documents will be open for inspection at the Registered Office of the Applicant Company up to 1 (one) day prior to the date of the meeting on all working days (except Saturdays, Sundays and Public Holidays between 11.00 A.M. to 5.00 P.M.

- a. Certified copy of the order passed by NCLT in Original Application No. CA(CAA)/52(CHE) 2022, dated 14<sup>th</sup> July, 2022, inter alia, directing the convening and holding of the meeting of the Equity Shareholders and Unsecured Creditors of the Applicant Company;
- b. Certified copy of the order passed by NCLT in Original Application No. CA(CAA)/52(CHE) 2022, dated 14<sup>th</sup> July, 2022, inter alia, directing the convening and holding of the meeting of the Equity Shareholders of AHL

- c. Certified copy of the order passed by NCLT in Original Application No. CA(CAA)/52(CHE) 2022, dated 14<sup>th</sup> July, 2022, inter alia, dispensing with the convening and holding of the meeting of the Unsecured Creditors of AHL;
- d. Certified copy of the order passed by NCLT in Original Application No. CA(CAA)/52(CHE) 2022, dated 14<sup>th</sup> July, 2022, inter alia, dispensing with the convening and holding of the meeting of the Equity Shareholders and Unsecured Creditors of SHML;
- e. Certified copy of the order passed by NCLT in Original Application No. CA(CAA)/52(CHE) 2022, dated 14<sup>th</sup> July, 2022, inter alia, dispensing with the convening and holding of the meeting of the Equity Shareholders of SHPL;
- f. Certified copy of the order passed by NCLT in Original Application No. CA(CAA)/52(CHE) 2022, dated 14<sup>th</sup> July, 2022, inter alia, dispensing with the convening and holding of the meeting of the Equity Shareholders and Preference Shareholders of SHIL;
- g. Copies of the Memorandum and Articles of Association of the companies involved in the Scheme;
- h. Copies of the annual reports of the companies involved in the Scheme for the last three financial years ended 31<sup>st</sup> 31st March 2019, 31<sup>st</sup> 31st March 2020 and 31<sup>st</sup> March 2021;
- i. Copies of the audited financial statements of the companies involved in the Scheme for the year ended on 31<sup>st</sup> March 2022;
- j. Copy of Valuation Report dated 4<sup>th</sup> December 2021, issued by Mr. Navin Khandelwal, Registered Valuer;
- k. Copy of the Share Entitlement Ratio Report dated 4<sup>th</sup> December 2021, issued by Mr. Navin Khandelwal, Registered Valuer;
- l. Copy of the Fairness Opinion dated 4<sup>th</sup> December 2021, issued by M/s. Systematix Corporate Services Limited, Merchant Banker;
- m. Copy of Statutory Auditors' certificate dated 2<sup>nd</sup> December 2021, issued by K L Vyas & Co., Chartered Accountants, in relation to the accounting treatment prescribed in the Scheme is in compliance with Section 133 of the Companies Act, 2013;
- n. Register of Directors' Shareholding of the Applicant Companies;
- o. Copy of the Complaints Reports dated 8<sup>th</sup> February 2022, submitted by SHL to BSE;
- p. Copy of the Audit Committee's Report dated 4<sup>th</sup> December 2021, of the Demerged Company;
- q. Copy of the Independent Director Committee's Report dated 4<sup>th</sup> December 2021, of the Demerged Company;
- r. Copies of the resolutions dated 4<sup>th</sup> December 2021, and 6<sup>th</sup> December 2021, passed by the respective Board of Directors of the Applicant Companies approving the Scheme;
- s. Copy of the observation letters issued by BSE dated 15<sup>th</sup> March 2022 to Demerged Company;
- t. Copy of contracts or agreements material to the arrangement;
- u. Information pertaining to the unlisted entity) involved in the scheme in the format specified for abridged prospectus as provided in Part E of Schedule VI of the ICDR Regulations; and
- v. Copy of the Scheme.

This Statement may be treated as an Explanatory statement under Section 230 (3) read with Section 102 of the Companies Act, 2013. A copy of the Scheme, the Explanatory statement may be obtained from the Registered Office of the Applicant Company at F1 C2, Sivavel Apartment, 2, Alagappa Nagar, Zamin Pallavaram, Chennai – 600 117, Tamil Nadu and/or from the Office of its Advocates, M/s. Pawan Jhabak, Advocates, New no.115, First Floor, Luz Church Road, Mylapore, Chennai – 600 004, Tamil Nadu.

**Mr. Gautam Chopra**  
Chairman appointed for the Meeting

Dated this 28<sup>th</sup> July, 2022 at Indore

SAYAJI HOTELS LIMITED

CIN: L51100TN1982PLC124332

Registered Office: F1 C2, Sivavel Apartment, 2, Alagappa Nagar, Zamin Pallavaram, Chennai – 600 117, Tamil Nadu

**COMPOSITE SCHEME OF AMALGAMATION AND ARRANGEMENT**

**BETWEEN**

**SAYAJI HOTELS LIMITED**

**AND**

**AHILYA HOTELS LIMITED**

**AND**

**SAYAJI HOTELS (VADODARA) LIMITED**

**AND**

**SAYAJI HOTELS (PUNE) LIMITED**

**AND**

**SAYAJI HOTELS MANAGEMENT LIMITED**

**AND**

**THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

**UNDER SECTION 230 TO 232 READ WITH SECTION 52 AND 66 AND OTHER**

**APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013**

**PREAMBLE**

This Composite Scheme of Amalgamation and Arrangement ('the Scheme') provides for:

- a. Amalgamation of Ahilya Hotels Limited into Sayaji Hotels Limited on a going concern basis and cancellation and reduction of share capital of Sayaji Hotels Limited in the manner set out in the Scheme.
- b. Demerger, transfer and vesting of the Demerged Undertakings (as defined hereinafter) from Sayaji Hotels Limited to Sayaji Hotels (Vadodara) Limited and Sayaji Hotels (Pune) Limited collectively referred to as the Resulting

*Winita*



Companies (as defined hereinafter) on a going concern basis and the consequent issue of shares by the Resulting Companies to the shareholders of Sayaji Hotels Limited in the manner set out in the Scheme.

- c. The reduction of share capital of the Resulting Companies in the manner set out in the Scheme.
- d. Amalgamation of Sayaji Hotels Management Limited into Sayaji Hotels Limited on a going concern basis.

pursuant to the provisions of Sections 230 to 232 read with Section 52 and 66 and other applicable provisions of the Companies Act, 2013 and the rules made thereunder.

#### DESCRIPTION OF COMPANIES

- a) Sayaji Hotels Limited ('SHL') was incorporated as Monali Land and Housing Company Private Limited on 5th April 1982 bearing registration number 5131 of 1982-83 with the Registrar of Companies, Ahmedabad under the provisions of the Companies Act, 1956. SHL was renamed as Sayaji Hotels Limited on 10<sup>th</sup> July 1987. SHL is a listed company bearing CIN: L51100TN1982PLC124332 primarily engaged in the business of owning, operating and managing hotels under multiple divisions namely: (i) Indore business, (ii) Baroda business, (iii) Pune business (iv) Management business. The equity shares of SHL are listed and traded on the BSE Limited. On 3<sup>rd</sup> September 2018 the registered office of SHL was shifted from Kala Ghoda, Sayaji Gunj, opposite Rajashree Talkies, Baroda, Gujarat, India, 390005 to F1 C2, in Sivavel Apartment, 2, Alagappa Nagar, Zamin Pallavaram, Chennai, Tamil Nadu, India, 600117. The main objects of SHL, as per the Memorandum of Association are as follows:

- (1) To own, construct, run, render technical advice in constructing, furnishing and running of, take-over, manage, carry on the business of motel, hotel, restaurant, cafe, tavern, bars, refreshment rooms, boarding and lodging house keepers, clubs, association in India and



to provide lodging and boarding, restaurant, eating houses, bakery, confectionery, bar, swimming pools and other facilities to the public including tourists, visitors and delegates coming to India from foreign countries and to allow Indian as well as foreign delegates to hold international conferences, seminars etc. and to give all facilities to members of delegations, missions from abroad and foreign countries and to encourage and carry on and facilitate tourist trade in India.

- (2) To carry on the business of constructing houses, bungalows, factory sheds and to act as builders, civil engineers, contractors, architects, electrical and mechanical engineers, electricians and structural engineers, to undertake the construction of buildings, dams, bridges, structures, roads, paths, water works, tanks, wells, tube wells and hotels, to undertake erection of any iron and steel structures, bridges and arrange fabrication of any kinds of trusses, structural, angles, tubes and foundation materials, to carry on the business of layout engineers and contractors and to undertake to carry out any city or suburban extensions, buildings, roadways and bye-ways, lanes and alleys, laying out water and electrical connections for such buildings and in this connection to buy or take on lease any kind of vacant space and allot them for appropriated prices to the intending persons.

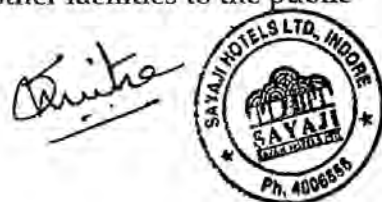
- b) Ahilya Hotels Limited ('AHL') is an unlisted company which was incorporated as Ahilya Hotels Limited on 5<sup>th</sup> September 2000 bearing CIN: U55101TN2000PLC124333 with the Registrar of Companies, Gwalior under the provisions of the Companies Act, 1956. On 3<sup>rd</sup> September 2018 the registered office of AHL was shifted from H-1, Scheme No - 54 Vijay Nagar, Indore, Madhya Pradesh, India, 452010 to F1 C2, Sivavel Apartment, 2, Alagappa Nagar, Zamin Pallavaram, Chennai, Tamil Nadu, India, 600117. The main object of AHL, as per the Memorandum of Association is as follows:



(1) To own construct, run, render technical advice in constructing, furnishing and running of take over, manage, carry on the business of motel, hotel, cafe, tavern, bars, refreshment rooms, boarding and lodging house keepers, clubs, association in India and to provide lodging and boarding, restaurant, eating houses, bakery, confectionery, bar, swimming pools and other facilities to the public including tourists, visitors and delegates coming to India from foreign and to allow Indian as well as foreign delegates to hold international conferences, seminars etc. and to give all facilities to members of delegations, missions from abroad and foreign countries and to encourage and carry on and facilitate tourist trade in India.

d) Sayaji Hotels (Vadodara) Limited ('SHVL') is an unlisted public company which was incorporated as Sayaji Hotels (Vadodara) Limited on 10th May 2018 bearing CIN: U55209TN2018PLC122598 with the Registrar of Companies, Chennai under the provisions of the Companies Act, 2013. The Registered Office of the company, at present, is situated at (C2/F1), in Siva Vel Apartment, No. 2, Alagappa Nagar, Zamin Pallavaram, Chennai, Tamil Nadu, India, 600117. SHVL has filed application with Registrar of Companies to rename the company as "Sayaji Hotels (Indore) Limited". The Application is pending for approval from the respective Registrar of Companies. On receipt of approval, all references to "Sayaji Hotels (Vadodara) Limited" or "SHVL" in the Scheme shall be deemed to be reference to "Sayaji Hotels (Indore) Limited" without any further act or deed. The main object of SHVL, as per the Memorandum of Association is as follows:

(1) To own, construct, run render technical advice in constructing, furnishing and running of, take-over, manage, carry on the business of motel, hotel, restaurant, cafe, tavern, bars, refreshment rooms, boarding and lodging house keepers, clubs, association in India and to provide lodging and boarding, restaurant, eating houses, bakery, confectionery, bar, swimming pools and other facilities to the public





including tourists, visitors and delegates coming to India from foreign countries and to allow Indian as well as foreign delegates to hold international conferences, seminars etc. and to give all facilities to members of delegations, missions form abroad and foreign countries and to encourage and carry on and facilitate tourist trade in India.

- e) Sayaji Hotels (Pune) Limited ('SHPL') is an unlisted public company which was incorporated as Sayaji Hotels (Pune) Limited on 10th May 2018 bearing CIN: U55204TN2018PLC122599 with the Registrar of Companies, Chennai under the provisions of the Companies Act, 2013. The Registered Office of the company, at present, is situated at (C2/F1), in Siva Vel Apartment, No. 2, Alagappa Nagar, Zamin Pallavaram, Chennai, Tamil Nadu, India, 600117. The main object of SHPL, as per the Memorandum of Association is as follows:

To own, construct, run render technical advice in constructing, furnishing and running of, take-over, manage, carry on the business of motel, hotel, restaurant, cafe, tavern, bars, refreshment rooms, boarding and lodging house keepers, clubs, association in India and to provide lodging and boarding, restaurant, eating houses, bakery, confectionery, bar, swimming pools and other facilities to the public including tourists, visitors and delegates coming to India from foreign countries and to allow Indian as well as foreign delegates to hold international conferences, seminars etc. and to give all facilities to members of delegations, missions form abroad and foreign countries and to encourage and carry on and facilitate tourist trade in India.

- f) Sayaji Hotels Management Limited ('SHML') is an unlisted public company, which was incorporated as Sayaji Hotels Management Limited on 14th May 2018 bearing CIN: U55205TN2018PLC122667 with the Registrar of Companies, Chennai under the provisions of the Companies Act, 2013. The Registered Office of the company, at present, is situated at (C2/F1), in Siva Vel Apartment,

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No. 2, Alagappa Nagar, Zamin Pallavaram, Chennai, Tamil Nadu, India, 600117. The main object of SHML, as per the Memorandum of Association is as follows:

- (1) To own, construct, run render technical advice in constructing, furnishing and running of, take-over, manage, carry on the business of motel, hotel, restaurant, cafe, tavern, bars, refreshment rooms, boarding and lodging house keepers, clubs, association in India and to provide lodging and boarding, restaurant, eating houses, bakery, confectionery, bar, swimming pools and other facilities to the public including tourists, visitors and delegates coming to India from foreign countries and to allow Indian as well as foreign delegates to hold international conferences, seminars etc. and to give all facilities to members of delegations, missions form abroad and foreign countries and to encourage and carry on and facilitate tourist trade in India.

#### BACKGROUND AND RATIONALE FOR THE SCHEME

- a) It is proposed to undertake the following corporate restructuring on the agreed terms and conditions as set out herein:
  - i. Amalgamation of AHL into SHL and reduction and cancellation of share capital of SHL;
  - ii. Demerger of Demerged Undertaking 1 of SHL into SHVL; Demerger of Demerged Undertaking 2 and Demerged Undertaking 3 of SHL into SHPL;
  - iii. Reduction and cancellation of share capital of the Resulting Companies;
  - iv. Amalgamation of SHML into SHL.



- b) The management proposes to achieve the above pursuant to Section 230 to 232 read with Section 52 and 66 and other applicable provisions of the Companies Act, 2013, in the manner set out herein.
- c) The proposed amalgamation and arrangement would inter alia result in the following benefits:

SHL is in the process of streamlining its business and proposes to consolidate management business of AHL viz. Transferor Company 1.

This arrangement is in consonance with the global corporate practices which intend and seek to achieve flexibility and integration of size, scale and financial strength, in the business carried on by SHL.

Further, SHL will demerge Demerged Undertaking 1 ('Indore business') into SHVL, Demerged Undertaking 2 ('Baroda business') and Demerged Undertaking 3 ('Pune business') into SHPL.

Upon amalgamation and segregation of identified business undertakings, SHL, AHL, SHVL, SHPL and SHML shall achieve higher long-term financial returns, increased competitive strength, cost reduction and efficiencies, productivity gains, and logistical advantages, thereby significantly contributing to future growth in their respective business verticals. Apart from the various benefits/advantages stated and illustrated above, the management of SHL, AHL, SHVL, SHPL and SHML are of the opinion that the following benefits shall also be enjoyed and realized by all the stakeholders:

- Streamlining businesses: Currently, SHL along with its associate companies is engaged in the business of owning, operating and managing hotels under multiple divisions. In order to streamline the business both from operating and management perspective, it is proposed to consolidate alike businesses into a single identified entity and segregate other businesses into another identified entity creating a niche dedicated and focused business segment without



any risk or overlap of one business over the other. Demerger of Indore business to SHVL and Baroda business and Pune business to SHPL will help concentrate on individual businesses and hence unlock value for shareholders of SHL and provide better flexibility in attracting different set of investors, strategic partners and stakeholders. These businesses carried on by SHL through itself has significant potential for growth and profitability. The nature of risk, challenges, competition, opportunities for these businesses are distinct and separate from other business carried on by SHL. The proposed Scheme would create enhanced value for the stakeholders.

- Resources: The Scheme will improve organizational capability arising from the pooling of human capital that have diverse skills, talent, and vast experience, and facilitate mobility of human resources of Transferor Companies (defined hereinafter) and the employees in the subsidiaries belonging to the Transferor Companies and vice versa, greater integration and greater employees' strength and flexibility for the amalgamated entity, which would result in maximizing overall shareholder value and will improve the competitive position of all the companies.
- Focused management: Pursuant to the Scheme, similar businesses will vest together thereby providing focused management and propel the growth of each business.
- Efficiency in fund raising and de-risking businesses: With consolidation of like businesses, the companies can leverage on the combined strength of the businesses and raise funds efficiently as well as de-risk other businesses that are segregated.

The proposed corporate restructuring mechanism by way of a Composite Scheme of Amalgamation and Arrangement under the provisions of the Act is beneficial, advantageous and not prejudicial to the interests of the



shareholders, creditors, general public at large and other stakeholders of all the companies involved.

The Scheme also provides for various matters consequential or otherwise integrally connected herewith.

### PARTS OF THE SCHEME

The Scheme is divided into the following parts:

**PART A:** Definitions and Share capital

**PART B:** Amalgamation of AHL into SHL and reduction and cancellation of share capital of SHL

**PART C:** Transfer of Demerged Undertakings from SHL and its vesting in Resulting Companies, reduction and cancellation of share capital of the Resulting Companies and matters incidental thereto

**PART D:** Amalgamation of SHML into SHL and matters incidental thereto

**PART E:** General Terms and Conditions applicable to the Scheme

This Scheme also provides for various other matters consequential, incidental or otherwise integrally connected therewith.

### PART A

#### DEFINITIONS AND SHARE CAPITAL

#### **1 Definitions**

In this Scheme, unless inconsistent with the subject or context, the following expressions shall have the following meaning:

- 1.1 "Act" or "the Act" means the Companies Act, 2013 and shall include any statutory modifications, re-enactment or amendments thereof for the time being in force.



- 1.2 **“Amalgamation”** shall mean the transfer and vesting of the undertaking of the Transferor Company 1 and Transferor Company 2 in Transferee Company in accordance with the Scheme by way of merger by absorption.
- 1.3 **“Appointed Date for Amalgamation”** means 1<sup>st</sup> April 2022 or such other date as may be fixed or approved by the Competent Authority.
- 1.4 **“Appointed Date for Demerger”** means 1<sup>st</sup> April 2022 or such other date as may be fixed or approved by the Competent Authority.
- 1.5 **“Board of Directors” or “Board”** in relation to the SHL, AHL, SHVL, SHPL and SHML, as the case may be, shall, unless it is repugnant to the context or otherwise, include a committee of directors or any person authorized by the board of directors or such committee of directors.
- 1.6 **“Competent Authority”** the National Company Law Tribunal (“NCLT”) bench at Chennai as constituted and authorized as per the provisions of the Companies Act, 2013 for approving any Composite Scheme of Amalgamation and Arrangement under the relevant provisions of the Act.
- 1.7 **“Demerged Company” or “Transferee Company” or “SHL”** means Sayaji Hotels Limited, a listed company incorporated on 5th April 1982 under the provisions of the Companies Act, 1956 and having its registered office at F1 C2, in Sivavel Apartment, 2, Alagappa Nagar, Zamin Pallavaram, Chennai, Tamil Nadu, India, 600117.
- 1.8 **“Demerged Undertaking 1”** means the entire Indore business, as a going concern as on the Appointed Date for Demerger which includes and consists of [a] 5-Star hotel at Vijay Nagar, Indore consisting of centrally air-conditioned rooms, restaurants, banquet halls, banquet gardens, plaza shops, arcade shops and club with sports facilities built on land taken on lease from Indore Development Authority; and [b] Amber Convention Centre at Bypass Road, Nipania, Indore consisting of centrally air-conditioned hall with partition, banquet garden & rooms built on leasehold land. The same includes all assets, contracts, identified investments, rights, approvals, licenses, powers, debts





outstanding, liabilities, duties, obligations, employees pertaining to the Indore business including, but not in any way limited to, the following:

- a) all assets, as are movable in nature pertaining to and in relation to the Indore business, whether present or future or contingent, tangible or intangible, in possession or reversion, including electrical fittings, furniture, fixtures, appliances, accessories, power lines, office equipment, computers, communication facilities, installations, vehicles, inventory and tools and plants, actionable claims, current assets, earnest monies and sundry debtors, financial assets, identified investment, outstanding loans and advances recoverable in cash or in kind or for value to be received, provisions, receivables, funds, cash and bank balances and deposits including accrued interest thereto with Government, semi-Government, local and other authorities and bodies, banks, customers and other persons, insurances, the benefits of any bank guarantees, performance guarantees and letters of credit, and tax related assets, including but not limited to service tax input credits, GST credits or set-offs;
- b) all consents benefits, registrations, rights, entitlements, credits, certificates, awards, sanctions, allotments, quotas, no objection certificates, exemptions, concessions, subsidies, liberties and advantages including those relating to privileges, powers, facilities of every kind and description of whatsoever nature and the benefits thereto that pertain exclusively to the Indore business;
- c) all contracts, agreements, purchase orders/service orders, operation and maintenance contracts, memoranda of understanding, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, minutes of meetings, bids, tenders, expression of interest, letter of intent, hire and purchase arrangements, lease/license agreements, joint venture agreement, tenancy rights, agreements/ panchnamas for right of way, equipment purchase agreements, agreement with customers, purchase and other agreements with the supplier/manufacturer of goods/service

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providers, other arrangements, undertakings, deeds, bonds, schemes, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether written, oral or otherwise and all rights, title, interests, claims and benefits thereunder pertaining to the Indore business;

- d) all rights to use and avail telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interests held in trusts, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, liberties and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in control of or vested in or granted in favour of or enjoyed by SHL pertaining to or in connection with the Indore business and all other interests of whatsoever nature belonging to or in the ownership, power, possession or control of or vested in or granted in favour of or held for the benefit of or enjoyed by SHL and pertaining to the Indore business;
- e) all the credits for taxes such as sales tax, luxury tax, service tax, CENVAT, GST, credits under Income-tax Act, 1961 that pertain to the Indore business. In case, there is any credit or GST, CENVAT, income tax, tax deducted at source, refunds etc. pertaining to Indore business and paid or deemed to be paid by SHL but could not be transferred, such amounts shall be appropriately reimbursed;
- f) all books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), test reports, computer programs, drawings, manuals, data, databases including databases for procurement, commercial and management, catalogues, quotations, sales and advertising materials, product registrations, dossiers, product master cards, lists of present and former customers and suppliers including service

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- providers, other customer information, customer credit information, customer/supplier pricing information, and all other books and records, whether in physical or electronic form that pertain to the Indore business;
- g) all debts, liabilities, duties, taxes and obligations of SHL pertaining to the Indore business;
- h) all employees of SHL employed/engaged in the Indore business as on the Effective Date; and
- i) all legal proceedings, including quasi-judicial, arbitral and other administrative proceedings of whatsoever nature relating to the Indore business.

Explanation:

In case of any question that may arise as to whether a specific asset or liability or employee pertains or does not pertain to the said Demerged Undertaking 1 or whether it arises out of the activities or operations of the Demerged Undertaking 1 shall be decided by a mutual agreement between the Board of Directors of SHL and SHVL.

- 1.9 "Demerged Undertaking 2" means the entire Baroda business, as a going concern as on the Appointed Date for Demerger which includes and consists of 3 star hotel (operated under the brand "Effotel") located at Kala Ghoda, Sayajiganj, Vadodara with centrally air conditioned rooms and restaurants built on freehold land. The same includes all assets, contracts, identified investments, rights, approvals, licenses, powers, debts outstanding, liabilities, duties, obligations, employees pertaining to the Baroda business including, but not in any way limited to, the following:
- j) all assets, as are movable in nature pertaining to and in relation to the Baroda business, whether present or future or contingent, tangible or intangible, in possession or reversion, including electrical fittings, furniture,



fixtures, appliances, accessories, power lines, office equipment, computers, communication facilities, installations, vehicles, inventory and tools and plants, actionable claims, current assets, earnest monies and sundry debtors, financial assets, identified investment, outstanding loans and advances recoverable in cash or in kind or for value to be received, provisions, receivables, funds, cash and bank balances and deposits including accrued interest thereto with Government, semi-Government, local and other authorities and bodies, banks, customers and other persons, insurances, the benefits of any bank guarantees, performance guarantees and letters of credit, and tax related assets, including but not limited to service tax input credits, GST credits or set-offs;

- k) all consents benefits, registrations, rights, entitlements, credits, certificates, awards, sanctions, allotments, quotas, no objection certificates, exemptions, concessions, subsidies, liberties and advantages including those relating to privileges, powers, facilities of every kind and description of whatsoever nature and the benefits thereto that pertain exclusively to the Baroda business;
- l) all contracts, agreements, purchase orders/service orders, operation and maintenance contracts, memoranda of understanding, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, minutes of meetings, bids, tenders, expression of interest, letter of intent, hire and purchase arrangements, lease/license agreements, joint venture agreement, tenancy rights, agreements/ panchnamas for right of way, equipment purchase agreements, agreement with customers, purchase and other agreements with the supplier/manufacturer of goods/service providers, other arrangements, undertakings, deeds, bonds, schemes, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether written, oral or otherwise and all rights, title, interests, claims and benefits thereunder pertaining to the Baroda business;



- m) all rights to use and avail telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interests held in trusts, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, liberties and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in control of or vested in or granted in favour of or enjoyed by SHL pertaining to or in connection with the Baroda business and all other interests of whatsoever nature belonging to or in the ownership, power, possession or control of or vested in or granted in favour of or held for the benefit of or enjoyed by SHL and pertaining to the Baroda business;
- n) all the credits for taxes such as sales tax, luxury tax, service tax, CENVAT, GST, credits under Income-tax Act, 1961 that pertain to the Baroda business. In case, there is any credit or GST, CENVAT, income tax, tax deducted at source, refunds etc. pertaining to Baroda business and paid or deemed to be paid by SHL but could not be transferred, such amounts shall be appropriately reimbursed;
- o) all books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), test reports, computer programs, drawings, manuals, data, databases including databases for procurement, commercial and management, catalogues, quotations, sales and advertising materials, product registrations, dossiers, product master cards, lists of present and former customers and suppliers including service providers, other customer information, customer credit information, customer/supplier pricing information, and all other books and records, whether in physical or electronic form that pertain to the Baroda business;
- p) all debts, liabilities, duties, taxes and obligations of SHL pertaining to the Baroda business;



- q) all employees of SHL employed/engaged in the Baroda business as on the Effective Date; and
- r) all legal proceedings, including quasi-judicial, arbitral and other administrative proceedings of whatsoever nature relating to the Baroda business.

**Explanation:**

In case of any question that may arise as to whether a specific asset or liability or employee pertains or does not pertain to the said Demerged Undertaking 2 or whether it arises out of the activities or operations of the Demerged Undertaking 2 shall be decided by a mutual agreement between the Board of Directors of SHL and SHPL.

1.10 "Demerged Undertaking 3" means Pune business, as a going concern as on the Appointed Date for Demerger which includes and consists of Pune hotel built on freehold land on the Baner Road. It was a greenfield project set up in 2008. It caters to the business districts of Hinjewadi and Wakad. It houses a 180 seat Barbeque Nation on the rooftop along with three banquet venues to cater to weddings and corporates. The same includes all assets, contracts, identified investments, rights, approvals, licenses, powers, debts outstanding, liabilities, duties, obligations, employees pertaining to the Pune business including, but not in any way limited to, the following:

- a) all assets, as are movable in nature pertaining to and in relation to the Pune business, whether present or future or contingent, tangible or intangible, in possession or reversion, including electrical fittings, furniture, fixtures, appliances, accessories, power lines, office equipment, computers, communication facilities, installations, vehicles, inventory and tools and plants, actionable claims, current assets, earnest monies and sundry debtors, financial assets, identified investment, outstanding loans and advances recoverable in cash or in kind or for value to be received, provisions, receivables, funds, cash and bank balances and deposits

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including accrued interest thereto with Government, semi-Government, local and other authorities and bodies, banks, customers and other persons, insurances, the benefits of any bank guarantees, performance guarantees and letters of credit, and tax related assets, including but not limited to service tax input credits, GST credits or set-offs;

- b) all consents benefits, registrations, rights, entitlements, credits, certificates, awards, sanctions, allotments, quotas, no objection certificates, exemptions, concessions, subsidies, liberties and advantages including those relating to privileges, powers, facilities of every kind and description of whatsoever nature and the benefits thereto that pertain exclusively to the Pune business;
- c) all contracts, agreements, purchase orders/service orders, operation and maintenance contracts, memoranda of understanding, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, minutes of meetings, bids, tenders, expression of interest, letter of intent, hire and purchase arrangements, lease/license agreements, joint venture agreement, tenancy rights, agreements/ panchnamas for right of way, equipment purchase agreements, agreement with customers, purchase and other agreements with the supplier/manufacturer of goods/service providers, other arrangements, undertakings, deeds, bonds, schemes, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether written, oral or otherwise and all rights, title, interests, claims and benefits thereunder pertaining to the Pune business;
- d) all rights to use and avail telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interests held in trusts, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, liberties and advantages of whatsoever nature and wheresoever situated belonging to or





- in the ownership, power or possession and in control of or vested in or granted in favour of or enjoyed by SHL pertaining to or in connection with the Pune business and all other interests of whatsoever nature belonging to or in the ownership, power, possession or control of or vested in or granted in favour of or held for the benefit of or enjoyed by SHL and pertaining to the Pune business;
- e) all the credits for taxes such as sales tax, luxury tax, service tax, CENVAT, GST, credits under Income-tax Act, 1961 that pertain to the Pune business. In case, there is any credit or GST, CENVAT, income tax, tax deducted at source, refunds etc. pertaining to Pune business and paid or deemed to be paid by SHL but could not be transferred, such amounts shall be appropriately reimbursed;
- f) all books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), test reports, computer programs, drawings, manuals, data, databases including databases for procurement, commercial and management, catalogues, quotations, sales and advertising materials, product registrations, dossiers, product master cards, lists of present and former customers and suppliers including service providers, other customer information, customer credit information, customer/supplier pricing information, and all other books and records, whether in physical or electronic form that pertain to the Pune business;
- g) all debts, liabilities, duties, taxes and obligations of SHL pertaining to the Pune business;
- h) all employees of SHL employed/engaged in the Pune business as on the Effective Date; and
- i) all legal proceedings, including quasi-judicial, arbitral and other administrative proceedings of whatsoever nature relating to the Pune business.



**Explanation:**

In case of any question that may arise as to whether a specific asset or liability or employee pertains or does not pertain to the said Demerged Undertaking 3 or whether it arises out of the activities or operations of the Demerged Undertaking 3 shall be decided by a mutual agreement between the Board of Directors of SHL and SHPL.

- 1.11 "Demerged Undertakings" means Demerged Undertaking 1, Demerged Undertaking 2 and Demerged Undertaking 3 collectively.
- 1.12 "Demerger" means transfer and vesting of Demerged Undertakings from Demerged Company to Resulting Companies in terms of Section 2(19AA) of the Income tax Act, 1961, as provided in Part C of the Scheme.
- 1.13 "Effective Date" means the date on which the certified copies of the order of Competent Authority, sanctioning the Scheme is filed with the Registrar of Companies, Chennai.
- 1.14 "Encumbrance" or to "Encumber" means without limitation any options, claim, pre-emptive right, easement, limitation, attachment, restraint, mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance or interest of any kind securing, or conferring any priority of payment in respect of any obligation of any person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law.
- 1.15 "Record Date" means, in connection with the Amalgamation and Demerger, the date to be fixed by the respective Boards of the Transferor Companies, Demerged Company and the Resulting Companies for the purpose of determining the shareholders of the Transferor Company 1, Transferor Company 2 and Demerged Company to whom shares of the Transferee Company and Resulting Companies respectively shall be allotted pursuant to the Amalgamation and Demerger under this Scheme.



- 1.16 **"Remaining Business"** with respect to SHL means business, employees, all assets and liabilities of SHL including all brands and intangibles including "Sayaji" brand and AHL and SHML other than Demerged Undertakings.
- 1.17 **"Resulting Company 1"** or **"SHVL"** means Sayaji Hotels (Vadodara) Limited, a company incorporated on 10<sup>th</sup> May 2018 under the provisions of the Companies Act, 2013 and having its registered office at (C2/F1), in Siva Vel Apartment, No. 2, Alagappa Nagar, Zamin Pallavaram, Chennai, Tamil Nadu, India, 600117.
- 1.18 **"Resulting Company 2"** or **"SHPL"** means Sayaji Hotels (Pune) Limited, a company incorporated on 10<sup>th</sup> May 2018 under the provisions of the Companies Act, 2013 and having its registered office at (C2/F1), in Siva Vel Apartment, No. 2, Alagappa Nagar, Zamin Pallavaram, Chennai, Tamil Nadu, India, 600117.
- 1.19 **"Resulting Companies"** means and includes Resulting Company 1 and Resulting Company 2.
- 1.20 **"Scheme"** or **"the Scheme"** or **"this Scheme"** or **"the Composite Scheme"** means this Scheme of Amalgamation and Arrangement in its present form as submitted to the Competent Authority or this Scheme with such modification(s), if any made, as per Clause 49 of the Scheme.
- 1.21 **"SEBI"** means Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992.
- 1.22 **"Transferor Company 1"** or **"AHL"** means Ahilya Hotels Limited, a public limited company incorporated as on 5 September 2000 under the provisions of the Companies Act, 1956 and having its registered office at F1 C2, in Sivavel Apartment, 2, Alagappa Nagar, Zamin Pallavaram, Chennai, Tamil Nadu, India, 600117.
- 1.23 **"Transferor Company 2"** or **"SHML"** means Sayaji Hotels Management Limited, a company incorporated on 14<sup>th</sup> May 2018 under the provisions of the Companies Act, 2013 and having its registered office at (C2/F1), in Siva Vel





Apartment, No. 2, Alagappa Nagar, Zamin Pallavaram, Chennai, Tamil Nadu, India, 600117.

- 1.24 "Transferor Companies" means and includes Transferor Company 1 and Transferor Company 2.
- 1.25 Any references in the Scheme to "upon the Scheme becoming effective" or "effectiveness of the Scheme" shall mean the Effective Date.
- 1.26 All terms and words 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 Act, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996 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 SHARE CAPITAL

- 2.1 The share capital of SHL as at 30th November, 2021 is as under:

Particulars	Amount in INR
<b>Authorized Capital</b>	
30,000,000 Equity Shares of INR 10 each	300,000,000
1,000,000 Preference Shares of INR 100 each	100,000,000
<b>Total</b>	<b>400,000,000</b>
<b>Issued, Subscribed and Paid-up</b>	
17,518,000 Equity Shares of INR 10 each	175,180,000
1,000,000 10% Cumulative Redeemable Preference Shares of INR 100 each	100,000,000
<b>Total</b>	<b>275,180,000</b>



There has been no change in the share capital of SHL post 30th November, 2021.

2.2 The share capital of AHL as at 30th November, 2021 is as under:

Particulars	Amount in INR
<b>Authorized Capital</b>	
10,000,000 Equity Shares of INR 10 each	100,000,000
<b>Total</b>	<b>100,000,000</b>
<b>Issued, Subscribed and Paid-up</b>	
8,959,770 Equity Shares of INR 10 each	89,597,700
<b>Total</b>	<b>89,597,700</b>

There has been no change in the share capital of AHL post 30th November, 2021.

2.3 The share capital of SHVL as at 30th November, 2021 is as under:

Particulars	Amount in INR
<b>Authorized Capital</b>	
50,000 Equity shares of INR 10 each	500,000
5,000 Preference shares of INR 100 each	500,000
<b>Total</b>	<b>1,000,000</b>
<b>Issued, Subscribed and Paid-up</b>	
50,000 Equity shares of INR 10 each	500,000
<b>Total</b>	<b>500,000</b>

There has been no change in the share capital of SHVL post 30th November, 2021.

2.4 The share capital of the SHPL as at 30th November 2021 is as under:

Particulars	Amount in INR
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<b>Authorized Capital</b>	
50,000 Equity shares of INR 10 each	500,000
5,000 Preference shares of INR 100 each	500,000
<b>Total</b>	<b>1,000,000</b>
<b>Issued, Subscribed and Paid-up</b>	
50,000 Equity shares of INR 10 each	500,000
<b>Total</b>	<b>500,000</b>

There has been no change in the share capital of SHPL post 30th November 2021.

2.5 The share capital of the SHML as at 30th November 2021 is as under:

Particulars	Amount in INR
<b>Authorized Capital</b>	
50,000 Equity shares of INR 10 each	500,000
5,000 Preference shares of INR 100 each	500,000
<b>Total</b>	<b>1,000,000</b>
<b>Issued, Subscribed and Paid-up</b>	
50,000 Equity shares of INR 10 each	500,000
<b>Total</b>	<b>500,000</b>

There has been no change in the share capital of SHML post 30th November 2021.



**PART B**

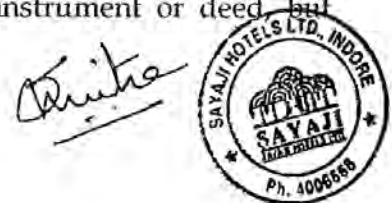
**AMALGAMATION OF AHL INTO SHL AND REDUCTION AND  
CANCELLATION OF SHARE CAPITAL OF SHL**

**3 DATE OF TAKING EFFECT AND OPERATIVE DATE**

The Scheme set out herein in its present form or with any modification(s) and amendments(s) made under Clause 49 of the Scheme, approved or imposed or directed by the NCLT, shall be effective from the Appointed Date for Amalgamation but shall be made operative from the Effective Date.

**4 TRANSFER AND VESTING**

- 4.1 With effect from the Appointed Date for Amalgamation, the entire business of Transferor Company 1 including all its properties and assets (whether movable or immovable, tangible or intangible) of whatsoever nature such as licenses, agreements of whatever nature but not limited to shareholders agreements, share subscription agreements or any right devolving pursuant to such agreements (either entered into or vested in terms of any legal process), holding of investments, power to appoint directors, any agreement for commission, management fees, permits, quotas, approvals, development rights, lease, tenancy rights, permissions, incentives, if any, and all other rights, title, interest, contracts, consent, approvals or powers of every kind nature and descriptions whatsoever shall under the provisions of the Act and pursuant to the orders of the Competent Authority or any other appropriate authority sanctioning this Scheme and without further act, instrument or deed, but



subject to the charges affecting the same as on the Effective Date be transferred and/or deemed to be transferred to and vested in Transferee Company, as going concern, so as to become the properties and assets of Transferee Company.

- 4.2 The transfer and vesting of the properties and assets as aforesaid shall be subject to the existing charges / hypothecation / mortgages, if any, as may be subsisting and agreed to be created over or in respect of the said assets or any part thereof, provided however, any reference in any security documents or arrangements to which Transferor Company 1 is party wherein the assets of Transferor Company 1 have been or are 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 Transferor Company 1 and vested in Transferee Company by virtue of this Scheme to the end and intent that the charges shall not extend or deemed to extend to any assets of the Transferee Company.

Provided that the Scheme shall not operate to enlarge the security for the said liabilities of the Transferor Company 1 which shall vest in Transferee Company by virtue of the Scheme and Transferee Company shall not be obliged to create any further, or additional security thereof after the merger has become effective or otherwise.

- 4.3 All the immovable properties of Transferor Company 1, including land together with the buildings and structures standing thereon and rights and interests in the immovable properties of Transferor Company 1, whether freehold or leasehold (unless the lessor of the leasehold properties is Transferee Company, in which case, the relevant lease shall become redundant and shall cease to have any effect) or otherwise and all documents of title, right and easement in relation thereto shall stand transferred to and be vested in and transferred to and/ or be deemed to have been and stand transferred to and vested in Transferee Company, without any further act or deed done or being required to be done by Transferor Company 1 and/ or Transferee Company.



Transferee Company shall be entitled to exercise all rights and privileges attached to the aforesaid immovable properties and shall be liable to pay the ground rent and taxes and fulfill all obligations in relation to or applicable to such immovable properties. The mutation or substitution of the title to the immovable properties shall, upon this Scheme being effective, be made and duly recorded in the name of Transferee Company by the appropriate authorities pursuant to the sanction of this Scheme by the Competent Authority in accordance with the terms hereof.

- 4.4 All the movable assets of Transferor Company 1 or assets otherwise capable of transfer by manual delivery or by endorsement and delivery, including cash in hand, shall be physically handed over by manual delivery or by endorsement and delivery, to Transferee Company to the end and intent that the property therein passes to Transferee Company on such manual delivery or endorsement and delivery, without requiring any deed or instrument of conveyance for the same and shall become the property of Transferee Company accordingly.
- 4.5 In respect of movable assets, other than those specified in Clause 4.4 above, the same shall, without further act, instrument or deed, be transferred and/or deemed to be transferred to and vested in Transferee Company pursuant to the provisions of the Act and Transferor Company 1 shall give notice in such form as it deems fit to such persons, that pursuant to the order of the Competent Authority, the said assets would be paid or made good to or held on account of Transferee Company and the rights of Transferor Company 1 will vest with Transferee Company upon this Scheme becoming effective.
- 4.6 All intellectual property rights of any nature whatsoever, including any and all registrations, goodwill, licenses trademarks, service marks, copyrights, domain names, application for copyrights, trade names and trademarks, if any, appertaining to Transferor Company 1, if any, shall stand transferred to and vested in Transferee Company.





- 4.7 All secured and unsecured debts (in INR), all liabilities whether provided for or not in the books of Transferor Company 1, duties and obligations of Transferor Company 1 along with any charge, encumbrance, lien or security thereon (hereinafter referred to as the "said Liabilities") shall be and stand transferred to and vested in or deemed to have been transferred to and vested in Transferee Company, so as to become the debts, liabilities, duties and obligations of Transferee Company, and further that 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 debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause. It is clarified that in so far as the assets of Transferee Company are concerned, the security or charge over such assets or any part thereof, relating to any loans, debentures or borrowing of Transferor Company 1 shall without any further act or deed continue to relate to such assets or any part thereof, after the Effective Date and shall not relate to or be available as security in relation to any or any part of the assets of Transferor Company 1, save to the extent warranted by the terms of the existing security arrangements to which any of Transferor Company 1 and Transferee Company are parties, and consistent with the joint obligations assumed by them under such arrangement.
- 4.8 All loans raised and utilized and all debts, duties, undertakings, liabilities and obligations incurred or undertaken by Transferor Company 1 after the Appointed Date for Amalgamation, shall be deemed to have been raised, used, incurred or undertaken for and on behalf of Transferee Company and to the extent they are outstanding on the Effective Date.
- 4.9 The Transferee Company may at any time after the coming into effect of the Scheme in accordance with the provisions of the Scheme, if so required, under any law or otherwise, execute deeds of confirmation, in favor of the secured creditors of Transferor Company 1 or in favor of any other party to any contract or arrangement to which Transferor Company 1 is party or any writings as may be necessary to be executed in order to give formal effect to the above



provisions. Transferee Company shall under the provisions of the Scheme be deemed to be authorized to execute any such writings on behalf of Transferor Company 1 and to implement or carry out all such formalities or compliance referred to above on the part of Transferor Company 1 to be carried out or performed.

- 4.10 Upon the coming into effect of the Scheme, benefits of all taxes paid including but not limited to MAT paid, advance taxes and tax deducted at source, right to carry forward and set off unabsorbed tax losses, unutilized MAT credit under the provisions of the Income Tax Act, 1961 ("IT Act"), right to claim deductions under the provisions of the IT Act, including its continuing benefits, by Transferor Company from the Appointed Date for Amalgamation, regardless of the period to which they relate, shall be deemed to have been paid for and on behalf of and to the credit of Transferee Company as effectively as if Transferee Company had paid the same and shall be deemed to be the rights/claims of Transferee Company. All un-availed credits, set offs, claims for refunds under any State VAT Acts, CST Acts, Central Excise, Customs Act, Service Tax provisions, Goods and Services Act or any other State or Central statutes regardless of the period to which they may relate, shall stand transferred to the benefit of and shall be available in the hands of Transferee Company without restrictions under the respective provisions.
- 4.11 With effect from the Appointed Date for Amalgamation, properties including freehold & leasehold properties, leases, estates, assets, contracts, deeds, rights, titles, interests, benefits, licenses, consents, allotment letters, sanctions, approvals, permissions and authorizations etc. to carry on the operations and business of Transferor Company 1 shall stand vested in or transferred to Transferee Company without any further act or deed and shall be appropriately mutated by the Statutory Authorities concerned in favor of the Transferee Company. The benefit of all statutory and regulatory permissions, environmental approvals and consents, registrations or other licenses and consents shall vest in and become available to the Transferee Company





pursuant to this Scheme. In so far as the various incentives, subsidies, rehabilitation Schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by Transferor Company 1, is concerned, the same shall vest with and be available to Transferee Company on the same terms and conditions. In relation to such transfer and vesting, any procedural requirement required to be fulfilled solely by Transferor Company 1 (and not by any of its successor) shall be fulfilled by Transferee Company as if it is the duly constituted attorney of that Transferor Company 1.

- 4.12 Transferee Company, at any times after this Scheme becomes effective in accordance with the provisions hereof, and in the capacity of the successor entity of the Transferor Company 1, if so required under any law or otherwise, do all such acts or things as may be necessary to transfer/ obtain the approvals, permissions, rights, titles, interests, benefits, licenses, consents, allotment letters, sanctions, and authorizations etc.
- 4.13 It is further clarified that, if the consent of any third party or authority is required to give effect to the aforementioned provisions of Clause 4, the said third party or authority shall be obligated to, and shall make and duly record the necessary substitution/ endorsement in the name of Transferee Company pursuant to sanction of this Scheme by the Competent Authority, and upon this Scheme being effective in accordance with the terms thereof. For this purpose, the Transferee Company shall file appropriate applications/ documents with relevant authorities concerned for information and record purpose.

## 5 CONSIDERATION FOR THE PROPOSED AMALGAMATION

- 5.1 Upon coming into effect of the Scheme, and in consideration for the transfer of and vesting of the assets and liabilities of the Transferor Company 1, the Transferee Company shall, without any further act or deed, issue and allot fully paid up equity share, credited as fully paid-up, to the members of the Transferor Company 1, holding fully paid up equity shares in Transferor

*[Handwritten Signature]*



Company 1 and whose names appear in the register of members of Transferor Company 1 on the Record Date or to such of their respective heirs, executors, administrators or other legal representative or other successors in title as on the Record Date in the following manner:

“274 (Two Hundred Seventy Four) fully paid up equity share of INR 10 (INR Ten only) each of SHL shall be issued and allotted for every 1,000 (One Thousand) fully paid up equity shares of INR 10 (INR Ten only) each held in AHL”.

- 5.2 In the event of any increase in the issued, subscribed or paid up share capital of the Transferor Company 1, issuance of any instruments convertible into equity shares or restructuring of their respective equity share capital including by way of consolidation, share split, issue of bonus shares, or other similar action, that occurs before Record Date, the share exchange ratio (as mentioned in Clause 5.1) shall be appropriately adjusted to take into account the effect of such issuance or corporate actions and assuming conversion of any such issued instruments convertible into equity shares. Any changes to this Scheme pursuant to para 5.2 would be made post obtaining prior written consent of Stock exchange/ SEBI.
- 5.3 The equity shares to be issued and allotted by Transferee Company to the equity shareholders of Transferor Company 1 shall be subject to the Scheme, the memorandum and articles of association of Transferee Company and applicable laws and shall rank pari passu in all respects with the existing equity shares of Transferee Company.
- 5.4 No shares shall be allotted in respect of fractional entitlements, by Transferee Company to which the members of Transferor Company 1 may be entitled on allotment of shares. The Board of Transferee Company shall, at its absolute discretion, decide to take any or a combination of the following actions:
- 5.5 (i) consolidate all such fractional entitlements and thereupon allot equity shares in lieu thereof to a trust authorized by the Board of Transferee Company in this behalf who shall hold the shares in trust on behalf of the members of Transferor Company 1 entitled to fractional entitlements with the express



understanding that such person shall sell the shares of Transferee Company so allotted on the Stock Exchanges at such price, within a period of 90 days from the date of allotment of shares, as per the draft scheme submitted to SEBI, and shall distribute the net sale proceeds, subject to tax deductions and other expenses as applicable, to the members of Transferor Company 1 in proportion to their respective fractional entitlements. In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of Transferor Company 1, the Board of Transferor Company 1 shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer as if such changes in the registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor or transferee of equity shares in Transferor Company 1, after the effectiveness of this Scheme. The Board of Transferor Company 1 shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new shareholders in Transferor Company 1 on account of difficulties faced in the transaction period.

- 5.6 The Board of Transferee Company shall, if and to the extent required, apply for and obtain any approvals from concerned appropriate authority and undertake necessary compliance for the issue and allotment of equity shares to the members of Transferor Company 1.
- 5.7 The equity shares shall be issued in dematerialized form to those shareholders who hold shares of Transferor Company 1 in dematerialized form, in to the account in which shares of the Transferor Company 1 are held or such other account as is intimated in writing by the shareholders to Transferor Company 1 and/ or its Registrar provided such intimation has been received by the Transferor Company 1 and/or its Registrar at least 30 (thirty) days before the Record Date. All those shareholders who hold shares of Transferor Company 1 in physical form shall also have the option to receive the equity shares, as the case may be, in dematerialized form provided the details of their account with the Depository Participant are intimated in writing to Transferor Company 1



and/ or its Registrar provided such intimation has been received by the Transferor Company 1 and/or its Registrar at least 30 (thirty) days before the Record Date. The shareholders who fail to provide such details shall be issued equity shares in physical form.

- 5.8 The equity shares to be issued by Transferee Company, in respect of any equity shares of Transferor Company 1 which are held in abeyance under the provisions of Section 126 of the Act or otherwise shall, pending allotment or settlement of dispute by order of NCLT or otherwise, be held in abeyance by Transferee Company.
- 5.9 Approval of this Scheme by the equity shareholders of Transferee Company shall be deemed to be the due compliance of the provisions of Section 42 and Section 62 of the Act, and other relevant and applicable provisions of the Act and rules made thereunder for the issue and allotment of the equity shares by Transferee Company to the equity shareholders of Transferor Company 1 as on the Record Date, as provided in this Scheme.
- 5.10 The equity shares to be issued by Transferee Company to the members of Transferor Company 1 will be listed and/ or admitted to trading on the Stock Exchanges on which shares of Transferee Company are listed on the Effective Date. Transferee Company shall enter into such arrangements and give such confirmations and/ or undertakings as may be necessary in accordance with the applicable laws or regulations for Transferee Company to comply with the formalities of the said Stock Exchange. The equity shares of Transferee Company allotted pursuant to the Scheme shall remain frozen in the depositories system till listing and trading permission is given by the designated Stock Exchange. There shall be no change in the shareholding pattern or control in Transferee Company between the Record Date in terms of the Scheme and the listing which may affect the status of approvals received from the Stock Exchange.

## 6 REDUCTION OF SHARE CAPITAL OF SHL





- 6.1 Transferor Company 1 holds 2,455,000 equity shares of INR 10 each (i.e. 14.01%) of issued, subscribed and paid-up equity share capital shares of Transferee Company. Upon the Scheme becoming effective, the whole of the investment of the Transferor Company 1 in the share capital of the Transferee Company shall stand cancelled in the books of Transferor Company 1. Upon the coming into effect of this Scheme and a consequence of the amalgamation, the share certificates, if any, and/ or the shares in electronic form representing the shares held by the Transferor Company 1 in Transferee Company shall be deemed to be cancelled without any further act or deed for cancellation thereof by Transferor Company 1, and shall cease to be in existence accordingly.
- 6.2 The reduction of the share capital of the Transferee Company shall be effected as an integral part of this Scheme itself, without having to follow the process under Section 66 of the Act separately and the order of NCLT sanctioning this Scheme shall be deemed to be an order under Section 66 of the Act confirming reduction.
- 6.3 The difference between the amount of share capital of the Transferor Company 1 and the amount recorded as fresh share capital issued by the Transferee Company shall be adjusted against the securities premium account and balance if any, to be adjusted against the general reserves of the Transferee Company.
- 6.4 The reduction of share capital of Transferee Company, as above, does not involve any diminution of liability in respect of any unpaid share capital or payment to any shareholder of any paid-up share capital or payment in any other form to the shareholders of Transferee Company.
- 6.5 Notwithstanding the reduction in the equity share capital of the Transferee Company as mentioned above, the Transferee Company shall not be required to add "And Reduced" as suffix to its name.

## 7 ACCOUNTING TREATMENT



Notwithstanding anything to the contrary herein, upon this Scheme becoming effective, the Transferee Company shall give effect to the accounting treatment in the books of accounts in accordance with the accounting standards specified under Section 133 of the Act read with Companies (Indian Accounting Standards) Rules, 2015, or any other relevant or related requirement under the Act, as applicable on the Appointed Date for Amalgamation.

## 8 STAFF AND EMPLOYEES OF TRANSFEROR COMPANY 1

- 8.1 All employees of the Transferor Company 1 who are in its employment as on the Effective Date of the Scheme, shall stand transferred to become the employees of the Transferee Company on such date, and the Transferee Company shall ensure compliance with applicable laws in relation to such transfer, including but not limited to, continuance of the length of service of any such employee and the terms and conditions of service applicable to such employee shall not in any way be less favorable to them than those to which he/she was entitled to immediately before the transfer.
- 8.2 It is expressly provided that, on the Scheme becoming effective, any employee benefit fund of the Transferor Company 1 in effect as on the Effective Date shall be transferred and merged with similar employee benefit fund of the Transferee Company for all purposes whatsoever, to the end and intent that all rights, duties, powers and obligations of the Transferor Company 1 in relation to such Scheme shall become those of the Transferee Company. It is clarified that, for the purpose of the said Scheme, the service of the employees of the Transferor Company 1 will be treated as having been continuous with the Transferee Company from the date of employment as reflected in the records of the Transferor Company 1.

## 9 CONSEQUENTIAL MATTERS RELATING TO TAX AND COMPLIANCE WITH LAW



- 9.1 Upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise its income-tax returns, Goods and Services tax, sales tax returns, excise & CENVAT returns, service tax returns, other tax returns, and to restore as input credit adjusted earlier or claim refunds / credits.
- 9.2 The Transferee Company is also expressly permitted to claim refunds, credits, including any Minimum Alternate Tax credit under Section 115JAA of the Income-tax Act, 1961, restoration of input tax credit under Goods and Services Tax, tax deduction at source for Income tax in respect of nullifying of any transaction between the Transferor Company 1 and Transferee Company.
- 9.3 In accordance with the Goods and Services Tax Act and Rules made thereunder, as are prevalent on the Effective Date, the unutilized input tax credits paid on inputs / capital goods / input services lying in the accounts of the Transferor Company 1 shall be permitted to be transferred to the credit of the Transferee Company, 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 Goods and Services Tax payable by it.
- 9.4 Upon the Scheme becoming effective, unabsorbed tax losses and unabsorbed tax depreciation of the Transferor Company 1, if any, till the Appointed Date for Amalgamation, would accrue to the Transferee Company in accordance with the provisions of the Income Tax Act, 1961.
- 9.5 This Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified under the tax laws, including Section 2(1B) and other relevant Sections of the Income tax Act, 1961. If any terms or provisions of the 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 any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provisions of the tax laws shall prevail. The Scheme shall then stand modified to the extent determined necessary to comply with the said provisions. Such modification will however not affect other parts of the





Scheme. The power to make such amendments as may become necessary shall vest with the Board of Directors of the Transferee Company, which power shall be exercised reasonably in the best interests of the companies concerned.

#### **10 DISSOLUTION OF THE TRANSFEROR COMPANY 1**

On the Scheme becoming effective, the Transferor Company 1 shall stand dissolved without being wound-up.

#### **11 TRANSACTIONS BETWEEN APPOINTED DATE FOR AMALGAMATION AND EFFECTIVE DATE**

With effect from the Appointed Date for Amalgamation and up to the Effective Date:

- 11.1 The Transferor Company 1 shall deemed to have held and stood possessed of and shall hold and stand possessed of all their properties and assets pertaining to the business of the Transferor Company 1 for and on account of and in trust for the Transferee Company. The Transferor Company 1 hereby undertakes to hold its said assets and liabilities with utmost prudence until the Scheme comes into effect.
- 11.2 The Transferor Company 1 shall carry on its activities with reasonable diligence, business prudence and shall not, except in the ordinary course of business or without prior written consent of the Transferee Company alienate charge, mortgage, encumber or otherwise deal with or dispose of the Transferor Company 1 or part thereof.
- 11.3 It is clarified that any advance tax paid/ Tax Deduction at Source ("TDS") credits/ TDS certificates received by the Transferor Company 1 shall be deemed to be the advance tax paid by/ TDS credit/ TDS certificate of the Transferee Company.
- 11.4 All the profits or income, if any, accruing or arising to the Transferor Company 1 or expenditure or losses, if any, arising or incurred or suffered by the



Transferor Company 1 pertaining to the business of the Transferor Company 1 shall for all purposes be treated and be deemed to be and accrue as the income or profits or losses or expenditure as the case may be of the Transferee Company.

- 11.5 The Transferor Company 1 shall not vary the terms and conditions of employment of any of the employees, existing as on the Effective Date, except in the ordinary course of business or without the prior consent of the Transferee Company or pursuant to any pre-existing obligation undertaken by the Transferor Company 1 as the case may be, prior to the Effective Date.
- 11.6 The Transferor Company 1 shall not make any change in its capital structure either by any increase (by issue of equity or shares on a rights basis, bonus shares, convertible debentures or otherwise), decrease, reduction, reclassification, subdivision or consolidation, re-organization, or in any other manner which may, in any way, affect the share exchange ratio, except by mutual consent of the respective Boards of Directors of the Transferor Company 1 and the Transferee Company or except as may be expressly permitted.

## **12 VALIDITY OF EXISTING RESOLUTIONS**

Upon the coming into effect of the Scheme, the resolutions of the Transferor Company 1 as are considered necessary by the Board of Directors of the Transferee Company which are validly subsisting be considered as resolutions of the Transferee Company. If any such resolutions have any monetary limits approved under the provisions of the Act or of any other applicable statutory provisions, then the said limits, as are considered necessary by the Board of Directors of the Transferee Company, shall be added to the limits, if any, under the like resolutions passed by the Transferee Company.

## **13 LEGAL PROCEEDINGS**



- 13.1 Upon the coming into effect of this Scheme, if any suit, appeal, legal, taxation or other proceeding of whatever nature, whether criminal or civil (including before any statutory or quasi-judicial authority or tribunal), under any statute, by or against Transferor Company 1 in relation to its business whether pending on the Appointed Date for Amalgamation or which may be instituted any time thereafter, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against Transferee Company, as the case may be, after the Effective Date, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against Transferor Company 1 in relation to business of Transferor Company 1 as if this Scheme had not been made.
- 13.2 In case of any litigation, suits, recovery proceedings which are to be initiated or may be initiated against Transferor Company 1 in relation to its business, Transferee Company shall be made party thereto and shall prosecute or defend such proceedings in co-operation with Transferor Company 1 and any payment and expenses made thereto shall be the liability of Transferee Company.
- 13.3 Transferee Company undertake to have all legal or other proceedings initiated by or against Transferor Company 1 transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against Transferee Company to the exclusion of Transferor Company 1.

#### 14 CONTRACTS, DEEDS, ETC

Subject to the other provisions of this Scheme, all contracts, deeds, bonds, insurance, letters of intent, undertakings, arrangements, policies, agreements and other instruments, if any, of whatsoever nature pertaining to the Transferor Company 1 to which the Transferor Company 1 is party and subsisting or



having effect on the Effective Date, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company 1, the Transferee Company had been a party thereto.

The Transferee Company shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which the Transferor Company 1 will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or becomes necessary. The Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Transferor Company 1 and to implement or carry out all formalities required on the part of the Transferor Company 1 to give effect to the provisions of this Scheme.

#### 15 STATUTORY LICENSES, PERMISSIONS, APPROVALS

With effect from the Appointed Date for Amalgamation and upon the Scheme becoming effective, all statutory licenses, permissions, approvals, copyrights, trademarks or consents, if any, relating to the Undertaking of the Transferor Company 1 shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be appropriately mutated by the statutory authorities concerned in favour of the Transferee Company. The benefit of all statutory and regulatory permissions, environmental approvals and consents, registrations or other licenses and consents shall vest in and become available to the Transferee Company pursuant to this Scheme. In so far as the various incentives, subsidies, rehabilitation Schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by the Transferor Company 1 are concerned, the same shall vest with and be available to the Transferee Company on the same terms and conditions.



## 16 SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of this Scheme, the transfer and vesting of the Transferor Company 1 under Clause 4 of this Scheme shall not affect any transactions or proceedings already concluded by the respective business of the Transferor Company 1 on or before the Appointed Date for Amalgamation or concluded after the Appointed Date for Amalgamation till the Effective Date, to the end and intent that Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Company 1 as acts, deeds and things made, done and executed by or on behalf of Transferee Company.

### PART C

#### TRANSFER OF DEMERGED UNDERTAKING 1 FROM DEMERGED COMPANY TO SHVL;

AND

#### TRANSFER OF DEMERGED UNDERTAKING 2 AND DEMERGED UNDERTAKING 3 FROM DEMERGED COMPANY TO SHPL

AND

#### THEIR VESTING IN RESPECTIVE RESULTING COMPANIES, REDUCTION AND CANCELLATION OF SHARE CAPITAL OF THE RESULTING COMPANIES AND MATTERS INCIDENTAL THERETO

## 17 DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) and amendments(s) made under Clause 49 of the Scheme, approved or imposed or directed by the NCLT, shall be effective from the Appointed Date for Demerger but shall be made operative from the Effective Date.





**18 TRANSFER AND VESTING OF DEMERGED UNDERTAKINGS FROM SHL INTO RESPECTIVE RESULTING COMPANIES**

- 18.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date for Demerger, the Demerged Undertakings shall, subject to the provisions of this Clause 18 in relation to the mode of transfer and vesting and pursuant to Section 230 to 232 of the Act and without any further act or deed, be demerged from the Demerged Company and be transferred to and vested in and be deemed to have been demerged from the Demerged Company and transferred to and vested in the respective Resulting Companies as a going concern so as to become as and from the Appointed Date for Demerger, the estate, assets, rights, claims, title, interest and authorities of the respective Resulting Companies, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/ or financial institutions.
- 18.2 Upon the Scheme becoming effective, with effect from the Appointed Date for Demerger, in respect of such of the assets of the Demerged Undertakings as are movable in nature and/ or otherwise capable of transfer by manual or constructive delivery and/ or by endorsement and delivery, the same shall stand transferred by Demerged Company to respective Resulting Companies pursuant to the provisions of Section 230 to 232 of the Act without requiring any deed or instrument of conveyance for transfer of the same, and shall become the property of respective Resulting Companies as an integral part of the Demerged Undertakings subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/ or financial institutions.
- 18.3 Without prejudice to the generality of Clause 18.1 and in respect of movable assets other than those dealt with in Clause 18.2 above, including but not limited to sundry debts, actionable claims, earnest monies, receivables, bills, credits, loans, advances and deposits with any appropriate authorities or any other bodies and/ or customers or any other person, if any, forming part of the Demerged Undertakings, whether recoverable in cash or in kind or for value to be received, bank balances, etc., the same shall stand transferred to and vested





in respective Resulting Companies without any notice or other intimation to any person in pursuance of the provisions of Sections 230 to 232 read with other relevant provisions of the Act to the end and intent that the right of Demerged Company to recover or realize the same stands transferred to respective Resulting Companies, and that appropriate entries should be passed in their respective books to record the aforesaid change, without any notice or other intimation to such debtors, depositors or persons as the case may be. Resulting Companies may, at their sole discretion but without being obliged, give notice in such form as it may deem fit and proper, to such person, as the case may be, that the said debt, receivable, bill, credit, loan, advance or deposit stands transferred to and vested in respective Resulting Companies and be paid or made good or held on account of the respective Resulting Companies as the person entitled thereto.

- 18.4 Without prejudice to the generality of the foregoing, all assets, estate, rights, title, interest and authorities held by the Demerged Company on the Appointed Date for Demerger in relation to the Demerged Undertakings, not otherwise specified in Clauses 18.1, 18.2 and 18.3 above, shall also, without any further act, instrument or deed, stand transferred to and vested in and/ or be deemed to be transferred to and vested in the respective Resulting Companies upon the coming into effect of this Scheme pursuant to the provisions of Sections 230 to 232 of the Act.
- 18.5 Without prejudice to the generality of the foregoing, upon the coming into effect of this Scheme, all the rights, title, interest and claims of Demerged Company in any immovable properties including any leasehold/ leave and license/ right of way properties of Demerged Company forming part of the Demerged Undertakings, shall, pursuant to Section 232 of the Act, without any further act or deed, be transferred to and vested in or be deemed to have been transferred to or vested in the respective Resulting Companies on the same terms and conditions. The immovable property forming part of the Demerged Undertakings shall stand transferred to the respective Resulting Companies



either under the Scheme or by way of a separate conveyance or agreement without payment of consideration.

- 18.6 All assets, estate, rights, title, interest and authorities acquired by the Demerged Company after the Appointed Date for Demerger and prior to the Effective Date forming part of the Demerged Undertakings shall also stand transferred to and vested or be deemed to have been transferred to or vested in the respective Resulting Companies upon the coming into effect of this Scheme without any further act, instrument or deed.
- 18.7 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is expressly clarified that upon the coming into effect of this Scheme and with effect from the Appointed Date for Demerger, all permits, licenses, permissions, right of way, approvals, clearances, consents, benefits, tax incentives/ concessions, registrations, entitlements, credits, certificates, awards, sanctions, allotments, quotas, no objection certificates, exemptions, concessions, issued to or granted to or executed in favour of Demerged Company, and the rights and benefits under the same, in so far as they relate to the Demerged Undertakings and all intellectual property and rights thereto of Demerged Company, whether registered or unregistered, along with all rights of commercial nature including attached goodwill, title, interest, quality certifications and approvals, trademarks, trade names, service marks, copy rights, domain names, designs, trade secrets, research and studies, technical knowhow and all such other industrial or intellectual rights of whatsoever nature and all other interests relating to the goods or services forming part of the Demerged Undertakings and the benefit of all statutory and regulatory permissions, environmental approvals and consents, registration or other licenses, and consents acquired by Demerged Company forming part of the Demerged Undertakings shall be transferred to and vested in or deemed to have transferred to or vested in the respective Resulting Companies and the concerned licensors and grantors of such approvals, clearances, permissions, etc., shall endorse, where necessary, and record, in accordance with law,



Resulting Companies on such approvals, clearances, permissions so as to empower and facilitate the approval and vesting of the Demerged Undertakings in the respective Resulting Companies and continuation of operations forming part of Demerged Undertakings in Resulting Companies without hindrance and that such approvals, clearances and permissions shall remain in full force and effect in favour of or against Resulting Companies, as the case may be, and may be enforced as fully and effectually as if, instead of Demerged Company, Resulting Companies had been a party or beneficiary or oblige thereto.

- 18.8 In so far as various incentives, subsidies, exemptions, all indirect tax related benefits, including service tax benefits, income tax holiday/ benefit/ credits/ losses and other benefits or exemptions or privileges enjoyed, granted by any appropriate authority or by any other person, or availed of by Demerged Company are concerned, the same shall, without any further act or deed, in so far as they relate to the Demerged Undertakings, vest with and be available to the respective Resulting Companies on the same terms and conditions as if the same had been allotted and/ or granted and/ or sanctioned and/ or allowed to the respective Resulting Companies.
- 18.9 Upon coming into effect of this Scheme and with effect from the Appointed Date for Demerger, all debts, duties, obligations, and Liabilities (including contingent liabilities) of Demerged Company forming part of the Demerged Undertakings ("Demerged Liabilities") shall without any further act, instrument or deed be and stand transferred to the respective Resulting Companies to the extent that they are outstanding as on the Effective Date and shall thereupon become the debts, duties, obligations, and liabilities of the respective Resulting Companies which it undertakes to meet, discharge and satisfy to the exclusion of Demerged Company such that Demerged Company shall in no event be responsible or liable in relation to any such Demerged Liabilities. Resulting Companies shall keep Demerged Company indemnified at all times from and against all such debts, duties, obligations and liabilities



and from and against all actions, demands and proceedings in respect thereto. 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 debts, obligations, duties and liabilities have arisen in order to give effect to the provisions of this Clause. The term "Demerged Liabilities" shall mean:

- i. the liabilities which arise out of the activities or operations of the Demerged Undertakings.
- ii. the specific loans or borrowings (including debentures, if any, raised, incurred and / or utilized solely or any portion of such for the activities or operations of the Demerged Undertakings). and
- iii. in cases other than those referred to in Clause 18.9(i) or Clause 18.9(ii) above, so much of the amounts of general or multipurpose borrowings, if any, of Demerged Company, as stand in the same proportion which the value of the assets transferred pursuant to the Demerger bears to the total value of the assets of Demerged Company immediately prior to the Appointed Date for Demerger.

18.10 In so far as loans and borrowings of Demerged Company are concerned, the loans and borrowings and such amounts pertaining to the general and multipurpose loans, and liabilities, if any, which are to be transferred to the respective Resulting Companies in terms of Clause 18.9 hereof, shall, without any further act or deed, become loans and borrowings of the respective Resulting Companies, and all rights, powers, duties and obligations in relation thereto shall stand transferred to and vested in and shall be exercised by or against the respective Resulting Companies as if it had entered into such loans and incurred such borrowings. Thus, the primary obligation to redeem or repay such liabilities shall be that of the respective Resulting Companies.

18.11 Upon the coming into effect of the Scheme and without prejudice to the aforesaid, all debt securities, bonds, debentures, notes and other instruments of like nature (whether convertible into equity shares or not) issued by the Demerged Company in relation to the Demerged Undertakings, or relating to





the Demerged Company in accordance with Section 2(19AA) of the Income Tax Act, 1961, including without limitation non-convertible debentures ("Debt Securities") to the extent attributable to the Demerged Undertakings under Section 2(19AA) of the Income Tax Act, 1961 shall, pursuant to the provisions of Sections 230 to 232 and other relevant provisions of the Act, without any further act, instrument or deed, become the debt securities of the respective Resulting Companies on the same terms and conditions, except to the extent modified under the provisions of this Scheme and all rights, powers, duties and obligations in relation thereto shall be and stand transferred to and vested in or be deemed to have been transferred to and vested in and shall be exercised by or against the respective Resulting Companies as if it was the issuer of the Debt Securities so transferred.

18.12 Where any of the liabilities and obligations of Demerged Company as on the Appointed Date for Demerger deemed to be transferred to respective Resulting Companies, have been partially or fully discharged by Demerged Company after the Appointed Date for Demerger and prior to the Effective Date, such discharge shall be deemed to have been for and on account of respective Resulting Companies and all liabilities and obligations incurred by Demerged Company for the operations of the Demerged Undertakings after the Appointed Date for Demerger and prior to the Effective Date shall be deemed to have been incurred for and on behalf of the respective Resulting Companies and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to the respective Resulting Companies and shall become the liabilities and obligations of the respective Resulting Companies.

18.13 In so far as the existing Encumbrances in respect of the Demerged Liabilities are concerned, such Encumbrances shall, without any further act, instrument or deed be modified and shall be extended to and shall operate only over the assets comprised in the Demerged Undertakings which have been Encumbered in respect of the Demerged Liabilities as transferred to the respective Resulting



Companies pursuant to this Scheme. Provided that if any of the assets comprised in the Demerged Undertakings which are being transferred to the Resulting Companies pursuant to this Scheme have not been Encumbered in respect of the Demerged Liabilities, such assets shall remain unencumbered and the existing Encumbrances referred to above shall not be extended to and shall not operate over such assets. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.

- 18.14 Subject to the other provisions of this Scheme, in so far as the assets forming part of the Demerged Undertakings are concerned, the Encumbrances, over such assets, to the extent they relate to any loans or borrowings or debentures or other debt or debt securities of Demerged Company pertaining to the Remaining Business of Demerged Company shall, as and from the Effective Date, without any further act, instrument or deed be released and discharged from the same and shall no longer be available as Encumbrances in relation to those liabilities of Demerged Company pertaining to the Remaining Business of Demerged Company which are not transferred to the Resulting Companies pursuant to the Scheme (and which shall continue with Demerged Company).
- 18.15 In so far as the assets of the Remaining Business of Demerged Company are concerned, the Encumbrances over such assets, to the extent they relate to any loans or borrowings forming part of the Demerged Undertakings shall, without any further act, instrument or deed be released and discharged from such Encumbrances. The absence of any formal amendment which may be required by a bank and/ or financial institution or trustee or third party in order to effect such release shall not affect the operation of this Clause.
- 18.16 In so far as the existing Encumbrances in respect of the loans and other liabilities relating to the Remaining Business of Demerged Company are concerned, such Encumbrances shall, without any further act, instrument or deed be continued with Demerged Company only on the assets relating to the





Remaining Business of Demerged Company and the assets of the Demerged Undertakings shall stand released therefrom.

18.17 Notwithstanding anything contained in Clause 18.14, 18.15 and 18.16 hereinabove, the respective Boards of the Demerged Company and the respective Resulting Companies may mutually agree to retain Encumbrances on the assets of the Demerged Undertakings which do not pertain to the Demerged Liabilities or retain Encumbrances on the assets of the Remaining Business, which pertain to the Demerged Liabilities and the Boards of Directors of the Resulting Companies and the Demerged Company shall take such actions and execute such further documents as may be necessary or desirable for the purpose of giving effect to the provisions of this Clause 18.17. Upon the coming into effect of the Scheme, the resolutions, if any, of the Demerged Company, relating to any powers to borrow, make investments, give loans, give guarantees, etc. approved under the provisions of the Act or any other applicable statutory provisions, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the respective Resulting Companies and the amounts under such resolutions shall be added to the amounts under like resolutions passed by the Resulting Companies or shall become the amounts available to the respective Resulting Companies as if the resolutions were passed by the respective Resulting Companies. The same shall be effected as an integral part of the Scheme and the consent of the shareholders of the Demerged Company and the Resulting Companies to the Scheme shall be deemed to be their consent in relation to all matters set out in this Clause and no further approval of the shareholders of the Demerged Company or the Resulting Companies would be required in this connection under any Applicable Law.

18.18 Without any prejudice to the provisions of the foregoing Clauses, Demerged Company and Resulting Companies shall enter into and execute such other deeds, instruments, documents and/ or writings and/ or do all acts and deeds as may be required, including the filing of necessary particulars and/ or



- modification(s) of charge, with the ROC Chennai to give formal effect to the provisions of this Clause and foregoing Clauses, if required.
- 18.19 Upon the coming into effect of this Scheme and with effect from the Appointed Date for Demerger, Demerged Company alone shall be liable to perform all obligations in respect of all debts, liabilities, duties and obligations pertaining to the Remaining Business of Demerged Company and Resulting Companies shall not have any obligations in respect of the debts, liabilities, duties and obligations of the Remaining Business of Demerged Company. Further, upon the coming into effect of this Scheme and with effect from the Appointed Date for Demerger, Resulting Companies alone shall be liable to perform all obligations in respect of Demerged Liabilities, which have been transferred to it in terms of this Scheme and Demerged Company shall not have any obligations in respect of such Demerged Liabilities.
- 18.20 The foregoing provisions shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security documents, all of which instruments, deeds or writings shall be deemed to have been modified and/ or superseded by the foregoing provisions.
- 18.21 It is expressly provided that, save as mentioned in this Scheme, no other term or condition of the Demerged Liabilities transferred to the Resulting Companies as part of the Scheme is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.
- 18.22 All cheques and other negotiable instruments, pay orders, electronic fund transfers (like NEFT, RTGS, etc.) received or presented for encashment which are in the name of Demerged Company after the Effective Date, in so far as the same forms part of the Demerged Undertakings, shall be deemed to have been in the name of the Resulting Companies and credited to the account of Resulting Companies, if presented by respective Resulting Companies or received through electronic transfers and shall be accepted by the relevant bankers and credited to the accounts of the respective Resulting Companies.



Similarly, the banker of Resulting Companies shall honour all cheques/ electronic fund transfer instructions issued by Demerged Company (in relation to the Demerged Undertakings) for payment after the Effective Date. If required, the bankers of Demerged Company and/ or respective Resulting Companies shall allow maintaining and operating of the bank accounts (including banking transactions carried out electronically) in the name of Demerged Company by Resulting Companies in relation to the Demerged Undertakings for such time as may be determined to be necessary by Resulting Companies for presentation and deposit of cheques, pay order and electronic transfers that have been issued/ made in the name of Demerged Company.

## 19 REDUCTION OF SHARE CAPITAL

Upon the demerger of the Demerged Undertakings and pursuant to the allotment of shares by the Resulting Companies to the shareholders of the Demerged Company, the equity shares of the Resulting Companies held by SHL to the extent mentioned below shall stand reduced and cancelled.

- i. SHVL: INR 500,000 divided into 50,000 of INR 10 each
- ii. SHPL: INR 500,000 divided into 50,000 of INR 10 each

19.1 Notwithstanding anything contained under the Act, pursuant to the provisions of Sections 230 to 232 of the Act read with Section 52 and 66 and other applicable provisions of the Act, the share capital/securities premium account of the Resulting Companies shall stand reduced to the extent required in accordance with this Clause without any further act or deed in accordance with provisions of the Scheme.

19.2 The reduction of share capital of the Resulting Companies shall be effected as an integral part of this Scheme and the Resulting Companies shall not be required to follow the process under Section 52 and 66 of the Act or any other provisions of Applicable Law separately.



- 19.3 Upon cancellation, the Resulting Companies shall debit their equity share capital account, the aggregate face value of the cancelled shares and the same shall be credited to capital reserves of the Resulting Companies.
- 19.4 The reduction would not involve either a diminution of liability in respect of unpaid share capital, if any or payment to any shareholder of any unpaid share capital.
- 19.5 Notwithstanding the reduction in the equity share capital of the Resulting Companies, the Resulting Companies shall not be required to add "And Reduced" as suffix to its name.

## 20 ACCOUNTING TREATMENT

- 20.1 Notwithstanding anything to the contrary herein, upon this Scheme becoming effective, the Demerged Company and Resulting Companies shall give effect to the accounting treatment in the books of accounts in accordance with the accounting standards specified under Section 133 of the Act read with Companies (Indian Accounting Standards) Rules, 2015, or any other relevant or related requirement under the Act, as applicable on the Appointed Date for Demerger.

## 21 STAFF AND EMPLOYEES OF DEMERGED COMPANY

- 21.1 All employees of the Demerged Undertakings who are in its employment as on the Effective Date of the Scheme, shall stand transferred to become the employees of the respective Resulting Companies on such date, and the Resulting Companies shall ensure compliance with applicable laws in relation to such transfer, including but not limited to, continuance of the length of service of any such employee and the terms and conditions of service applicable to such employee shall not in any way be less favorable to them than those to which he/she was entitled to immediately before the transfer.





21.2 It is expressly provided that, on the Scheme becoming effective, any employee benefit fund of the Demerged Undertakings in effect as on the Effective Date shall be transferred and merged with similar employee benefit fund of the respective Resulting Companies for all purposes whatsoever, to the end and intent that all rights, duties, powers and obligations of the Demerged Undertakings in relation to such Scheme shall become those of the respective Resulting Companies. It is clarified that, for the purpose of the said Scheme, the service of the employees of the Demerged Undertakings will be treated as having been continuous with the respective Resulting Companies from the date of employment as reflected in the records of the Demerged Undertakings.

## 22 CONSEQUENTIAL MATTERS RELATING TO TAX AND COMPLIANCE WITH LAW

22.1 Upon the Scheme becoming effective, the Resulting Companies and Demerged Company are expressly permitted to revise its income-tax returns, Goods and Services tax, sales tax returns, excise & CENVAT returns, service tax returns, other tax returns, and to restore as input credit adjusted earlier or claim refunds / credits pertaining to Demerged Undertakings.

22.2 The Resulting Companies are also expressly permitted to claim refunds, credits, including restoration of input tax credit under Goods and Services Tax, tax deduction at source for Income tax in respect of nullifying of any transaction between the Resulting Companies and Demerged Company pertaining to Demerged Undertakings.

22.3 In accordance with the Goods and Services Tax Act and Rules made thereunder, as are prevalent on the Effective Date, the unutilized input tax credits paid on inputs / capital goods / input services lying in the accounts of the Demerged Company pertaining to Demerged Undertakings shall be permitted to be transferred to the credit of the respective Resulting Companies, as if all such unutilized credits were lying to the account of the Resulting



Companies. The Resulting Companies shall accordingly be entitled to set off all such unutilized credits against the Goods and Services Tax payable by it.

- 22.4 Upon the Scheme becoming effective, unabsorbed tax losses and unabsorbed tax depreciation of the Demerged Company, if any, till the Appointed Date for Demerger pertaining to Demerged Undertakings, would accrue to the respective Resulting Companies in accordance with the provisions of the Income Tax Act, 1961.
- 22.5 The demerger of the Demerged Undertakings from the Demerged Company pursuant to this Scheme shall take place with effect from the Appointed Date for Demerger and shall be in accordance with the provisions of Section 2(19AA) of the Income Tax Act, 1961, such that:
- (i) all the properties of the Demerged Company forming part of the Demerged Undertakings immediately before the Demerger shall become the properties of the respective Resulting Companies by virtue of the Demerger.
  - (ii) all the liabilities of Demerged Company forming part of the Demerged Undertakings immediately before the Demerger shall become the liabilities of the respective Resulting Companies by virtue of the Demerger.
  - (iii) the properties and the liabilities relatable to the Demerged Company forming part of the Demerged Undertakings shall be transferred to the respective Resulting Companies at the values appearing in the books of account of the Demerged Company immediately before the Demerger.
  - (iv) the Resulting Companies shall issue, in consideration of the Demerger, shares to the shareholders of the Demerged Company in the share entitlement ratio.
  - (v) all the shareholders of the Demerged Company as on the Record Date shall become the shareholders of the Resulting Companies by virtue of the Demerger; and
  - (vi) the transfer of the Demerged Undertakings shall be on a going concern basis.





- 22.6 If any of the terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of Section 2(19AA) of the Income Tax Act, 1961 at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions Section 2(19AA) of the Income Tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(19AA) of the Income Tax Act, 1961. Such modifications shall however not affect the other parts of the Scheme.

### **23 TRANSACTIONS BETWEEN APPOINTED DATE FOR DEMERGER AND EFFECTIVE DATE**

With effect from the Appointed Date for Demerger and up to the Effective Date:

- 23.1 The Demerged Company shall deemed to have held and stood possessed of and shall hold and stand possessed of all their properties and assets pertaining to the Demerged Undertakings for and on account of and in trust for the Resulting Companies. The Demerged Company hereby undertakes to hold its said assets and liabilities with utmost prudence until the Scheme comes into effect.
- 23.2 The Demerged Company shall carry on its activities with reasonable diligence, business prudence pertaining to Demerged Undertakings and shall not, except in the ordinary course of business or without prior written consent of the Resulting Companies alienate charge, mortgage, encumber or otherwise deal with or dispose of the Demerged undertaking or part thereof.
- 23.3 It is clarified that any advance tax paid/ Tax Deduction at Source ("TDS") credits/ TDS certificates received by the Demerged Company pertaining to Demerged Undertakings shall be deemed to be the advance tax paid by/ TDS credit/ TDS certificate of the respective Resulting Companies. In case, any credit or tax deduction at source, advance tax, MAT, GST, CENVAT, refunds, etc. pertaining to Demerged Undertakings and paid or deemed to be paid by SHL but could not be transferred shall be appropriately reimbursed.



- 23.4 All the profits or income, if any, accruing or arising to the Demerged Company or expenditure or losses, if any, arising or incurred or suffered by the Demerged Company pertaining to the Demerged Undertakings shall for all purposes be treated and be deemed to be and accrue as the income or profits or losses or expenditure as the case may be of the respective Resulting Companies.
- 23.5 The Demerged Company shall not vary the terms and conditions of employment of any of the employees, existing as on the Effective Date, except in the ordinary course of business or without the prior consent of the Resulting Companies or pursuant to any pre-existing obligation undertaken by the Demerged Company as the case may be, prior to the Effective Date.
- 23.6 The Demerged Company shall not make any change in its capital structure either by any increase (by issue of equity or shares on a rights basis, bonus shares, convertible debentures or otherwise), decrease, reduction, reclassification, subdivision or consolidation, re-organization, or in any other manner which may, in any way, affect the share exchange ratio, except by mutual consent of the respective Boards of Directors of the Demerged Company and the Resulting Companies or except as may be expressly permitted.

#### 24 CONTRACTS, DEEDS, ETC

Subject to the other provisions of this Scheme, all contracts, deeds, bonds, insurance, letters of intent, undertakings, arrangements, policies, agreements and other instruments, if any, of whatsoever nature pertaining to the Demerged Undertaking to which the Demerged Company is party and subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of the Resulting Companies, as the case may be, and may be enforced by or against the Resulting Companies as fully and effectually as if, instead of the Demerged Company, the Resulting Companies had been a party thereto.



The Resulting Companies shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which the Demerged Company will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or becomes necessary. The Resulting Companies shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Demerged Company and to implement or carry out all formalities required on the part of the Demerged Company to give effect to the provisions of this Scheme.

## 25 STATUTORY LICENSES, PERMISSIONS, APPROVALS

With effect from the Appointed Date for Demerger and upon the Scheme becoming effective, all statutory licenses, permissions, approvals, copyrights, trademarks or consents, if any, relating to the Demerged Undertakings shall stand vested in or transferred to the Resulting Companies without any further act or deed and shall be appropriately mutated by the statutory authorities concerned in favour of the Resulting Companies. The benefit of all statutory and regulatory permissions, environmental approvals and consents, registrations or other licenses and consents shall vest in and become available to the Resulting Companies pursuant to this Scheme. In so far as the various incentives, subsidies, rehabilitation Schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by the Demerged Company are concerned, the same shall vest with and be available to the Resulting Companies on the same terms and conditions.

## 26 SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of this Scheme, the transfer and vesting of the Demerged Undertakings shall not affect any transactions or proceedings already



concluded by Demerged Undertakings on or before the Appointed Date for Demerger or concluded after the Appointed Date for Demerger till the Effective Date, to the end and intent that Resulting Companies accepts and adopts all acts, deeds and things made, done and executed by the Demerged Undertakings as acts, deeds and things made, done and executed by or on behalf of Resulting Companies.

**27 CONSIDERATION FOR TRANSFER OF DEMERGED UNDERTAKING 1 FROM SHL AND ITS VESTING IN SHVL FOR CONSIDERATION AND MATTERS INCIDENTAL THERETO**

27.1 Upon this Scheme becoming effective and in consideration of vesting of the Demerged Undertaking 1 of Demerged Company in Resulting Company 1 in terms of this Scheme, Resulting Company 1 shall, without any further application, act or deed, issue and allot equity shares and 10% Cumulative Redeemable Preference Shares, credited as fully paid-up, to the members of Demerged Company, holding fully paid up equity shares and preference shares in Demerged Company and whose names appear in the register of members of Demerged Company on the Record Date or to such of their respective heirs, executors, administrators or other legal representative or other successors in title as on the Record Date in the following manner:

“4 (Four) fully paid up equity share of INR 10 (INR Ten only) each of SHVL shall be issued and allotted for every 23 (Twenty Three) fully paid up equity shares of INR 10 (INR Ten only) each held in SHL”.

“1 (One) fully paid up 10% Cumulative Redeemable Preference Share of INR 100 (INR Hundred only) each of SHVL shall be issued and allotted for every 1,25,000 (One lac Twenty Five Thousands) fully paid up 10% Cumulative Redeemable Preference Share of INR 100 (INR Hundred only) each held in SHL”.

27.2 In the event of any increase in the issued, subscribed or paid up share capital of the Demerged Company or the Resulting Company 1, issuance of any instruments convertible into equity shares or restructuring of their respective





equity share capital including by way of consolidation, share split, issue of bonus shares, or other similar action, that occurs before Record Date, the share entitlement ratio (as mentioned in Clause 27.1) shall be appropriately adjusted to take into account the effect of such issuance or corporate actions and assuming conversion of any such issued instruments convertible into equity shares. Any changes to this Scheme pursuant to para 27.2 would be made post obtaining prior written consent of Stock exchange/ SEBI

- 27.3 The cumulative redeemable preference share to be issued pursuant to Clause 27.1 above are to be issued under the terms specified in Schedule 'A' hereto.
- 27.4 The cumulative redeemable preference share to be issued pursuant to Clause 27.1 above shall rank for dividend in priority to the equity shares of Resulting Company 1.
- 27.5 The shares to be issued and allotted by Resulting Company 1 to the shareholders of Demerged Company shall be subject to the Scheme, the memorandum and articles of association of Resulting Company 1 and applicable laws. The 10% Cumulative Redeemable Preference Shares issued and allotted by Resulting Company 1, in terms of Clause 27.1 above, shall rank pari passu in all respects with the existing preference shares of Resulting Company 1, if any. The equity shares issued and allotted by Resulting Company 1, in terms of Clause 27.1 above, shall rank pari passu in all respects with the equity existing shares of Resulting Company 1.
- 27.6 No shares shall be allotted in respect of fractional entitlements, by Resulting Company 1 to which the members of Demerged Company may be entitled on allotment of shares as per Clause 27.1. The Board of Resulting Company 1 shall, at its absolute discretion, decide to take any or a combination of the following actions:
- (i) consolidate all such fractional entitlements and thereupon allot equity shares in lieu thereof to a trust authorized by the Board of Resulting Company 1 in this behalf who shall hold the shares in trust on behalf of the members of Demerged Company entitled to fractional entitlements



with the express understanding that such person shall sell the shares of Resulting Company 1 so allotted on the Stock Exchanges at such price, within a period of 90 days from the date of allotment of shares, as per the draft scheme submitted to SEBI, and shall distribute the net sale proceeds, subject to tax deductions and other expenses as applicable, to the members of Demerged Company in proportion to their respective fractional entitlements.

- 27.7 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of Demerged Company, the Board of Demerged Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer as if such changes in the registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor or transferee of equity shares in Demerged Company, after the effectiveness of this Scheme. The Board of Demerged Company shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new shareholders in Demerged Company on account of difficulties faced in the transaction period.
- 27.8 Without prejudice to the generality of Clause 27.1 above, the Board of Resulting Company 1 shall, if and to the extent required, apply for and obtain any approvals from concerned appropriate authority and undertake necessary compliance for the issue and allotment of equity shares to the members of Demerged Company pursuant to Clause 27.1 of the Scheme.
- 27.9 The equity shares shall be issued in dematerialized form to those shareholders who hold shares of Demerged Company in dematerialized form, in to the account in which shares of the Demerged Company are held or such other account as is intimated in writing by the shareholders to Demerged Company and/ or its Registrar provided such intimation has been received by the Demerged Company and/or its Registrar at least 30 (thirty) days before the Record Date. All those shareholders who hold shares of Demerged Company





in physical form shall also have the option to receive the equity shares, as the case may be, in dematerialized form provided the details of their account with the Depository Participant are intimated in writing to Demerged Company and/ or its Registrar provided such intimation has been received by the Demerged Company and/or its Registrar at least 30 (thirty) days before the Record Date. The shareholders who fail to provide such details shall be issued equity shares in physical form.

- 27.10 The shares to be issued by Resulting Company 1, pursuant to Clause 27.1 in respect of any shares of Demerged Company which are held in abeyance under the provisions of Section 126 of the Act or otherwise shall, pending allotment or settlement of dispute by order of NCLT or otherwise, be held in abeyance by Resulting Company 1.
- 27.11 Approval of this Scheme by the shareholders of Resulting Company 1 shall be deemed to be the due compliance of the provisions of Section 42 and Section 62 of the Act, and other relevant and applicable provisions of the Act and rules made thereunder for the issue and allotment of the shares by Resulting Company 1 to the shareholders of Demerged Company as on the Record Date, as provided in this Scheme.
- 27.12 The equity shares to be issued by Resulting Company 1 to the members of Demerged Company pursuant to Clause 27.1 will be listed and/ or admitted to trading on the Stock Exchanges on which shares of Demerged Company are listed on the Effective Date. Resulting Company 1 shall enter into such arrangements and give such confirmations and/ or undertakings as may be necessary in accordance with the applicable laws or regulations for Resulting Company 1 to comply with the formalities of the said Stock Exchange. The equity shares of Resulting Company 1 allotted pursuant to the Scheme shall remain frozen in the depositories system till listing and trading permission is given by the designated Stock Exchange. There shall be no change in the shareholding pattern or control in Resulting Company 1 between the Record



Date in terms of the Scheme and the listing which may affect the status of approvals received from the Stock Exchange.

**28 CONSIDERATION FOR TRANSFER OF DEMERGED UNDERTAKING 2 AND DEMERGED UNDERTAKING 3 FROM SHL AND ITS VESTING IN SHPL FOR CONSIDERATION AND MATTERS INCIDENTAL THERETO**

28.1 Upon this Scheme becoming effective and in consideration of vesting of the Demerged Undertaking 2 and Demerged Undertaking 3 of Demerged Company in Resulting Company 2 in terms of this Scheme, Resulting Company 2 shall, without any further application, act or deed, issue and allot equity shares and 10% Cumulative Redeemable Preference Shares, credited as fully paid-up, to the members of Demerged Company, holding fully paid up equity shares and preference shares in Demerged Company and whose names appear in the register of members of Demerged Company on the Record Date or to such of their respective heirs, executors, administrators or other legal representative or other successors in title as on the Record Date in the following manner:

"4(Four) fully paid up equity share of INR 10 (INR Ten only) each of SHPL shall be issued and allotted for every 23(Twenty Three) fully paid up equity shares of INR 10 (INR Ten only) each held in SHL".

"1 (One) fully paid up 10% Cumulative Redeemable Preference Share of INR 100 (INR Hundred only) each of SHPL shall be issued and allotted for every 1,25,000 (One Lakh Twenty Five Thousand) fully paid up 10% Cumulative Redeemable Preference Share of INR 100 (INR Hundred only) each held in SHL".

28.2 In the event of any increase in the issued, subscribed or paid up share capital of the Demerged Company or the Resulting Company 2, issuance of any instruments convertible into equity shares or restructuring of their respective equity share capital including by way of consolidation, share split, issue of bonus shares, or other similar action, that occurs before Record Date, the share



entitlement ratio (as mentioned in Clause 28.1) shall be appropriately adjusted to take into account the effect of such issuance or corporate actions and assuming conversion of any such issued instruments convertible into equity shares. Any changes to this Scheme pursuant to para 28.2 would be made post obtaining prior written consent of Stock exchange/ SEBI

- 28.3 The cumulative redeemable preference share to be issued pursuant to Clause 28.1 above are to be issued under the terms specified in Schedule 'A' hereto.
- 28.4 The cumulative redeemable preference share to be issued pursuant to Clause 28.1 above shall rank for dividend in priority to the equity shares of Resulting Company 2.
- 28.5 The shares to be issued and allotted by Resulting Company 2 to the shareholders of Demerged Company shall be subject to the Scheme, the memorandum and articles of association of Resulting Company 2 and applicable laws. The 10% Cumulative Redeemable Preference Shares issued and allotted by Resulting Company 2, in terms of Clause 28.1 above, shall rank pari passu in all respects with the existing preference shares of Resulting Company 2, if any. The equity shares issued and allotted by Resulting Company 2, in terms of Clause 28.1 above, shall rank pari passu in all respects with the equity existing shares of Resulting Company 2.
- 28.6 No shares shall be allotted in respect of fractional entitlements, by Resulting Company 2 to which the members of Demerged Company may be entitled on allotment of shares as per Clause 28.1. The Board of Resulting Company 2 shall, at its absolute discretion, decide to take any or a combination of the following actions:
- (i) consolidate all such fractional entitlements and thereupon allot equity shares in lieu thereof to a trust authorized by the Board of Resulting Company 2 in this behalf who shall hold the shares in trust on behalf of the members of Demerged Company entitled to fractional entitlements with the express understanding that such person shall sell the shares of Resulting Company 2 so allotted on the Stock Exchanges at such price, within a period of 90 days



from the date of allotment of shares, as per the draft scheme submitted to SEBI, and shall distribute the net sale proceeds, subject to tax deductions and other expenses as applicable, to the members of Demerged Company in proportion to their respective fractional entitlements. In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of Demerged Company, the Board of Demerged Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer as if such changes in the registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor or transferee of equity shares in Demerged Company, after the effectiveness of this Scheme. The Board of Demerged Company shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new shareholders in Demerged Company on account of difficulties faced in the transaction period.

- 28.7 Without prejudice to the generality of Clause 28.1 above, the Board of Resulting Company 2 shall, if and to the extent required, apply for and obtain any approvals from concerned appropriate authority and undertake necessary compliance for the issue and allotment of equity shares to the members of Demerged Company pursuant to Clause 28.1 of the Scheme.
- 28.8 The equity shares shall be issued in dematerialized form to those shareholders who hold shares of Demerged Company in dematerialized form, in to the account in which shares of the Demerged Company are held or such other account as is intimated in writing by the shareholders to Demerged Company and/ or its Registrar provided such intimation has been received by the Demerged Company and/or its Registrar at least 30 (thirty) days before the Record Date. All those shareholders who hold shares of Demerged Company in physical form shall also have the option to receive the equity shares, as the case may be, in dematerialized form provided the details of their account with the Depository Participant are intimated in writing to Demerged Company and/ or its Registrar provided such intimation has been received by the





Demerged Company and/or its Registrar at least 30 (thirty) days before the Record Date. The shareholders who fail to provide such details shall be issued equity shares in physical form.

- 28.9 The shares to be issued by Resulting Company 2, pursuant to Clause 28.1 in respect of any shares of Demerged Company which are held in abeyance under the provisions of Section 126 of the Act or otherwise shall, pending allotment or settlement of dispute by order of NCLT or otherwise, be held in abeyance by Resulting Company 2.
- 28.10 Approval of this Scheme by the shareholders of Resulting Company 2 shall be deemed to be the due compliance of the provisions of Section 42 and Section 62 of the Act, and other relevant and applicable provisions of the Act and rules made thereunder for the issue and allotment of the shares by Resulting Company 2 to the shareholders of Demerged Company as on the Record Date, as provided in this Scheme.

The equity shares to be issued by Resulting Company 2 to the members of Demerged Company pursuant to Clause 28.1 will be listed and/ or admitted to trading on the Stock Exchanges on which shares of Demerged Company are listed on the Effective Date. Resulting Company 2 shall enter into such arrangements and give such confirmations and/ or undertakings as may be necessary in accordance with the applicable laws or regulations for Resulting Company 2 to comply with the formalities of the said Stock Exchange. The equity shares of Resulting Company 2 allotted pursuant to the Scheme shall remain frozen in the depositories system till listing and trading permission is given by the designated Stock Exchange. There shall be no change in the shareholding pattern or control in Resulting Company 2 between the Record Date in terms of the Scheme and the listing which may affect the status of approvals received from the Stock Exchange.

## 29 LEGAL PROCEEDINGS



- 29.1 Upon the coming into effect of this Scheme, if any suit, appeal, legal, taxation or other proceeding of whatever nature, whether criminal or civil (including before any statutory or quasi-judicial authority or tribunal), under any statute, by or against Demerged Company in relation to Demerged Undertakings whether pending on the Appointed Date for Demerger or which may be instituted any time thereafter, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against Resulting Companies, as the case may be, after the Effective Date, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against Demerged Company in relation to Demerged Undertakings as if this Scheme had not been made.
- 29.2 In case of any litigation, suits, recovery proceedings which are to be initiated or may be initiated against Demerged Company in relation to Demerged Undertakings, Resulting Companies shall be made party thereto and shall prosecute or defend such proceedings in co-operation with Demerged Company and any payment and expenses made thereto shall be the liability of Resulting Companies.
- 29.3 Resulting Companies undertake to have all legal or other proceedings initiated by or against Demerged Company transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against Resulting Companies to the exclusion of Demerged Company.





PART DAMALGAMATION OF SHML INTO SHL AND MATTERS INCIDENTAL  
THERE TO**30 DATE OF TAKING EFFECT AND OPERATIVE DATE**

The Scheme set out herein in its present form or with any modification(s) and amendments(s) made under Clause 49 of the Scheme, approved or imposed or directed by the NCLT, shall be effective from the Appointed Date for Amalgamation but shall be made operative from the Effective Date.

**31 TRANSFER AND VESTING**

- 31.1 With effect from the Appointed Date for Amalgamation, the entire business of Transferor Company 2 including all its properties and assets (whether movable or immovable, tangible or intangible) of whatsoever nature such as licenses, agreements of whatever nature but not limited to shareholders agreements, share subscription agreements or any right devolving pursuant to such agreements (either entered into or vested in terms of any legal process), holding of investments, power to appoint directors, any agreement for commission, management fees, permits, quotas, approvals, development rights, lease, tenancy rights, permissions, incentives, if any, and all other rights, title, interest, contracts, consent, approvals or powers of every kind nature and descriptions whatsoever shall under the provisions of the Act and pursuant to the orders of the Competent Authority or any other appropriate authority sanctioning this Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the Effective Date be transferred and/or deemed to be transferred to and vested in Transferee Company, as going concern, so as to become the properties and assets of Transferee Company.



31.2 The transfer and vesting of the properties and assets as aforesaid shall be subject to the existing charges / hypothecation / mortgages, if any, as may be subsisting and agreed to be created over or in respect of the said assets or any part thereof, provided however, any reference in any security documents or arrangements to which Transferor Company 2 is party wherein the assets of Transferor Company 2 have been or are 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 Transferor Company 2 and vested in Transferee Company by virtue of this Scheme to the end and intent that the charges shall not extend or deemed to extend to any assets of the Transferee Company.

PROVIDED that the Scheme shall not operate to enlarge the security for the said liabilities of the Transferor Company 2 which shall vest in Transferee Company by virtue of the Scheme and Transferee Company shall not be obliged to create any further, or additional security thereof after the merger has become effective or otherwise.

31.3 All the immovable properties of Transferor Company 2, including land together with the buildings and structures standing thereon and rights and interests in the immovable properties of Transferor Company 2, whether freehold or leasehold (unless the lessor of the leasehold properties is Transferee Company, in which case, the relevant lease shall become redundant and shall cease to have any effect) or otherwise and all documents of title, right and easement in relation thereto shall stand transferred to and be vested in and transferred to and/ or be deemed to have been and stand transferred to and vested in Transferee Company, without any further act or deed done or being required to be done by Transferor Company 2 and/ or Transferee Company. Transferee Company shall be entitled to exercise all rights and privileges attached to the aforesaid immovable properties and shall be liable to pay the ground rent and taxes and fulfill all obligations in relation to or applicable to such immovable properties. The mutation or substitution of the title to the



- immovable properties shall, upon this Scheme being effective, be made and duly recorded in the name of Transferee Company by the appropriate authorities pursuant to the sanction of this Scheme by the Competent Authority in accordance with the terms hereof.
- 31.4 All the movable assets of Transferor Company 2 or assets otherwise capable of transfer by manual delivery or by endorsement and delivery, including cash in hand, shall be physically handed over by manual delivery or by endorsement and delivery, to Transferee Company to the end and intent that the property therein passes to Transferee Company on such manual delivery or endorsement and delivery, without requiring any deed or instrument of conveyance for the same and shall become the property of Transferee Company accordingly.
- 31.5 In respect of movable assets, other than those specified in Clause 31.4 above, the same shall, without further act, instrument or deed, be transferred and/or deemed to be transferred to and vested in Transferee Company pursuant to the provisions of the Act and Transferor Company 2 shall give notice in such form as it deems fit to such persons, that pursuant to the order of the Competent Authority, the said assets would be paid or made good to or held on account of Transferee Company and the rights of Transferor Company 2 will vest with Transferee Company upon this Scheme becoming effective.
- 31.6 All intellectual property rights of any nature whatsoever, including any and all registrations, goodwill, licenses trademarks, service marks, copyrights, domain names, application for copyrights, trade names and trademarks, if any, appertaining to Transferor Company 2, if any, shall stand transferred to and vested in Transferee Company.
- 31.7 All secured and unsecured debts, all liabilities whether provided for or not in the books of Transferor Company 2, duties and obligations of Transferor Company 2 along with any charge, encumbrance, lien or security thereon (hereinafter referred to as the "said Liabilities") shall be and stand transferred to and vested in or deemed to have been transferred to and vested in Transferee



Company, so as to become the debts, liabilities, duties and obligations of Transferee Company, and further that 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 debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause. It is clarified that in so far as the assets of Transferee Company are concerned, the security or charge over such assets or any part thereof, relating to any loans, debentures or borrowing of Transferor Company 2 shall without any further act or deed continue to relate to such assets or any part thereof, after the Effective Date and shall not relate to or be available as security in relation to any or any part of the assets of Transferor Company 2, save to the extent warranted by the terms of the existing security arrangements to which any of Transferor Company 2 and Transferee Company are parties, and consistent with the joint obligations assumed by them under such arrangement.

- 31.8 All loans raised and utilized and all debts, duties, undertakings, liabilities and obligations incurred or undertaken by Transferor Company 2 after the Appointed Date for Amalgamation, shall be deemed to have been raised, used, incurred or undertaken for and on behalf of Transferee Company and to the extent they are outstanding on the Effective Date.
- 31.9 The Transferee Company may at any time after the coming into effect of the Scheme in accordance with the provisions of the Scheme, if so required, under any law or otherwise, execute deeds of confirmation, in favor of the secured creditors of Transferor Company 2 or in favor of any other party to any contract or arrangement to which Transferor Company 2 is party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. Transferee Company shall under the provisions of the Scheme be deemed to be authorized to execute any such writings on behalf of Transferor Company 2 and to implement or carry out all such formalities or compliance referred to above on the part of Transferor Company 2 to be carried out or performed.





- 31.10 Upon the coming into effect of the Scheme, benefits of all taxes paid including but not limited to MAT paid, advance taxes and tax deducted at source, right to carry forward and set off unabsorbed tax losses, unutilized MAT credit under the provisions of the IT Act, right to claim deductions under the provisions of the IT Act, including its continuing benefits, by Transferor Company 2 from the Appointed Date for Amalgamation, regardless of the period to which they relate, shall be deemed to have been paid for and on behalf of and to the credit of Transferee Company as effectively as if Transferee Company had paid the same and shall be deemed to be the rights/claims of Transferee Company. All un-availed credits, set offs, claims for refunds under any State VAT Acts, CST Acts, Central Excise, Customs Act, Service Tax provisions, Goods and Services Act or any other State or Central statutes regardless of the period to which they may relate, shall stand transferred to the benefit of and shall be available in the hands of Transferee Company without restrictions under the respective provisions.
- 31.11 With effect from the Appointed Date for Amalgamation, properties including freehold & leasehold properties, leases, estates, assets, contracts, deeds, rights, titles, interests, benefits, licenses, consents, allotment letters, sanctions, approvals, permissions and authorizations etc. to carry on the operations and business of Transferor Company 2 shall stand vested in or transferred to Transferee Company without any further act or deed and shall be appropriately mutated by the Statutory Authorities concerned in favor of the Transferee Company. The benefit of all statutory and regulatory permissions, environmental approvals and consents, registrations or other licenses and consents shall vest in and become available to the Transferee Company pursuant to this Scheme. In so far as the various incentives, subsidies, rehabilitation Schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by Transferor Company 2, is concerned, the same shall vest with and be available to Transferee Company on the same terms and conditions. In relation to such transfer and vesting, any procedural requirement required to





be fulfilled solely by Transferor Company 2 (and not by any of its successor) shall be fulfilled by Transferee Company as if it is the duly constituted attorney of that Transferor Company 2.

- 31.12 Transferee Company, at any times after this Scheme becomes effective in accordance with the provisions hereof, and in the capacity of the successor entity of the Transferor Company 2, if so required under any law or otherwise, do all such acts or things as may be necessary to transfer/ obtain the approvals, permissions, rights, titles, interests, benefits, licenses, consents, allotment letters, sanctions, and authorizations etc.
- 31.13 It is further clarified that, if the consent of any third party or authority is required to give effect to the aforementioned provisions of Clause 31, the said third party or authority shall be obligated to, and shall make and duly record the necessary substitution/ endorsement in the name of Transferee Company pursuant to sanction of this Scheme by the Competent Authority, and upon this Scheme being effective in accordance with the terms thereof. For this purpose, the Transferee Company shall file appropriate applications/ documents with relevant authorities concerned for information and record purpose.

## 32 CONSIDERATION FOR THE PROPOSED AMALGAMATION

The entire issued, subscribed and paid-up Equity Share Capital of the Transferor Company 2 is held by the Transferee Company. Upon the Scheme becoming effective, no shares of Transferee Company shall be allotted in lieu or exchange of the holding in Transferor Company 2 and, the whole of the investment of the Transferee Company in the share capital of the Transferor Company 2 shall stand cancelled in the books of Transferee Company. Upon the coming into effect of this Scheme, the share certificates, if any, and/ or the shares in electronic form representing the shares held by the Transferee Company in Transferor Company 2 shall be deemed to be cancelled without any further act or deed for cancellation thereof by Transferee Company, and Transferor Company 2 shall cease to be in existence accordingly.

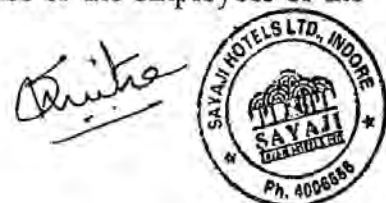


### 33 ACCOUNTING TREATMENT

Notwithstanding anything to the contrary herein, upon this Scheme becoming effective, the Transferee Company shall give effect to the accounting treatment in the books of accounts in accordance with the accounting standards specified under Section 133 of the Act read with Companies (Indian Accounting Standards) Rules, 2015, or any other relevant or related requirement under the Act, as applicable on the Appointed Date for Amalgamation. The Transferor Company 2 and Transferee Company both being entities under common control, the accounting would be as per the principles as set out in Appendix C of IND AS 103 'Business Combinations'.

### 34 STAFF AND EMPLOYEES OF TRANSFEROR COMPANY 2

- 34.1 All employees of the Transferor Company 2 who are in its employment as on the Effective Date of the Scheme, shall stand transferred to become the employees of the Transferee Company on such date, and the Transferee Company shall ensure compliance with applicable laws in relation to such transfer, including but not limited to, continuance of the length of service of any such employee and the terms and conditions of service applicable to such employee shall not in any way be less favorable to them than those to which he/she was entitled to immediately before the transfer.
- 34.2 It is expressly provided that, on the Scheme becoming effective, any employee benefit fund of the Transferor Company 2 in effect as on the Effective Date shall be transferred and merged with similar employee benefit fund of the Transferee Company for all purposes whatsoever, to the end and intent that all rights, duties, powers and obligations of the Transferor Company 2 in relation to such Scheme shall become those of the Transferee Company. It is clarified that, for the purpose of the said Scheme, the service of the employees of the



Transferor Company 2 will be treated as having been continuous with the Transferee Company from the date of employment as reflected in the records of the Transferor Company 2.

**35 CONSEQUENTIAL MATTERS RELATING TO TAX AND COMPLIANCE WITH LAW**

- 35.1 Upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise its income-tax returns, Goods and Services tax, sales tax returns, excise & CENVAT returns, service tax returns, other tax returns, and to restore as input credit adjusted earlier or claim refunds / credits.
- 35.2 The Transferee Company is also expressly permitted to claim refunds, credits, including any Minimum Alternate Tax credit under Section 115JAA of the Income-tax Act, 1961, restoration of input tax credit under Goods and Services Tax, tax deduction at source for Income tax in respect of nullifying of any transaction between the Transferor Company 2 and Transferee Company.
- 35.3 In accordance with the Goods and Services Tax Act and Rules made thereunder, as are prevalent on the Effective Date, the unutilized input tax credits paid on inputs / capital goods / input services lying in the accounts of the Transferor Company 2 shall be permitted to be transferred to the credit of the Transferee Company, 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 Goods and Services Tax payable by it.
- 35.4 Upon the Scheme becoming effective, unabsorbed tax losses and unabsorbed tax depreciation of the Transferor Company 2, if any, till the Appointed Date for Amalgamation, would accrue to the Transferee Company in accordance with the provisions of the Income Tax Act, 1961.
- 35.5 This Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified under the tax laws, including Section 2(1B) and other relevant sections of the Income tax Act, 1961. If any terms or provisions

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of the 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 any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provisions of the tax laws shall prevail. The Scheme shall then stand modified to the extent determined necessary to comply with the said provisions. Such modification will however not affect other parts of the Scheme. The power to make such amendments as may become necessary shall vest with the Board of Directors of the Transferee Company, which power shall be exercised reasonably in the best interests of the companies concerned.

### 36 DISSOLUTION OF THE TRANSFEROR COMPANY 2

On the Scheme becoming effective, the Transferor Company 2 shall stand dissolved without being wound-up.

### 37 TRANSACTIONS BETWEEN APPOINTED DATE FOR AMALGAMATION AND EFFECTIVE DATE

With effect from the Appointed Date for Amalgamation and up to the Effective Date:

- 37.1 The Transferor Company 2 shall deemed to have held and stood possessed of and shall hold and stand possessed of all their properties and assets pertaining to the business of the Transferor Company 2 for and on account of and in trust for the Transferee Company. The Transferor Company 2 hereby undertakes to hold its said assets and liabilities with utmost prudence until the Scheme comes into effect.
- 37.2 The Transferor Company 2 shall carry on its activities with reasonable diligence, business prudence and shall not, except in the ordinary course of business or without prior written consent of the Transferee Company alienate charge, mortgage, encumber or otherwise deal with or dispose of the Transferor Company 2 or part thereof.



- 37.3 It is clarified that any advance tax paid/ Tax Deduction at Source ("TDS") credits/ TDS certificates received by the Transferor Company 2 shall be deemed to be the advance tax paid by/ TDS credit/ TDS certificate of the Transferee Company.
- 37.4 All the profits or income, if any, accruing or arising to the Transferor Company 2 or expenditure or losses, if any, arising or incurred or suffered by the Transferor Company 2 pertaining to the business of the Transferor Company 2 shall for all purposes be treated and be deemed to be and accrue as the income or profits or losses or expenditure as the case may be of the Transferee Company.
- 37.5 The Transferor Company 2 shall not vary the terms and conditions of employment of any of the employees, existing as on the Effective Date, except in the ordinary course of business or without the prior consent of the Transferee Company or pursuant to any pre-existing obligation undertaken by the Transferor Company 2 as the case may be, prior to the Effective Date.
- 37.6 The Transferor Company 2 shall not make any change in its capital structure either by any increase (by issue of equity or shares on a rights basis, bonus shares, convertible debentures or otherwise), decrease, reduction, reclassification, subdivision or consolidation, re-organization, or in any other manner which may, in any way, affect the share exchange ratio, except by mutual consent of the respective Boards of Directors of the Transferor Company 2 and the Transferee Company or except as may be expressly permitted.

### 38 VALIDITY OF EXISTING RESOLUTIONS

Upon the coming into effect of the Scheme, the resolutions of the Transferor Company 2 as are considered necessary by the Board of Directors of the Transferee Company which are validly subsisting be considered as resolutions of the Transferee Company. If any such resolutions have any monetary limits approved under the provisions of the Act or of any other applicable statutory





provisions, then the said limits, as are considered necessary by the Board of Directors of the Transferee Company, shall be added to the limits, if any, under the like resolutions passed by the Transferee Company.

### 39 LEGAL PROCEEDINGS

- 39.1 Upon the coming into effect of this Scheme, if any suit, appeal, legal, taxation or other proceeding of whatever nature, whether criminal or civil (including before any statutory or quasi-judicial authority or tribunal), under any statute, by or against Transferor Company 2 in relation to its business whether pending on the Appointed Date for Amalgamation or which may be instituted any time thereafter, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against Transferee Company, as the case may be, after the Effective Date, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against Transferor Company 2 in relation to business of Transferor Company 2 as if this Scheme had not been made.
- 39.2 In case of any litigation, suits, recovery proceedings which are to be initiated or may be initiated against Transferor Company 2 in relation to its business, Transferee Company shall be made party thereto and shall prosecute or defend such proceedings in co-operation with Transferor Company 2 and any payment and expenses made thereto shall be the liability of Transferee Company.
- 39.3 Transferee Company undertake to have all legal or other proceedings initiated by or against Transferor Company 2 transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against Transferee Company to the exclusion of Transferor Company 2.

### 40 CONTRACTS, DEEDS, ETC



Subject to the other provisions of this Scheme, all contracts, deeds, bonds, insurance, letters of intent, undertakings, arrangements, policies, agreements and other instruments, if any, of whatsoever nature pertaining to the Transferor Company 2 to which the Transferor Company 2 is party and subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company 2, the Transferee Company had been a party thereto. The Transferee Company shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which the Transferor Company 2 will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or becomes necessary. The Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Transferor Company 2 and to implement or carry out all formalities required on the part of the Transferor Company 2 to give effect to the provisions of this Scheme.

#### 41 STATUTORY LICENSES, PERMISSIONS, APPROVALS

With effect from the Appointed Date for Amalgamation and upon the Scheme becoming effective, all statutory licenses, permissions, approvals, copyrights, trademarks or consents, if any, relating to the Undertaking of the Transferor Company 2 shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be appropriately mutated by the statutory authorities concerned in favour of the Transferee Company. The benefit of all statutory and regulatory permissions, environmental approvals and consents, registrations or other licenses and consents shall vest in and become available to the Transferee Company pursuant to this Scheme. In so far as the various incentives, subsidies, rehabilitation Schemes, special status and



other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by the Transferor Company 2 are concerned, the same shall vest with and be available to the Transferee Company on the same terms and conditions.

#### **42 SAVING OF CONCLUDED TRANSACTIONS**

Subject to the terms of this Scheme, the transfer and vesting of the Transferor Company 2 under Clause 31 of this Scheme shall not affect any transactions or proceedings already concluded by the respective business of the Transferor Company 2 on or before the Appointed Date for Amalgamation or concluded after the Appointed Date for Amalgamation till the Effective Date, to the end and intent that Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Company 2 as acts, deeds and things made, done and executed by or on behalf of Transferee Company.

### **PART E**

#### **GENERAL TERMS AND CONDITIONS**

#### **43 AUTHORIZED SHARE CAPITAL OF TRANSFEE COMPANY PURSUANT TO AMALGAMATION OF TRANSFEROR COMPANY 1 INTO TRANSFEE COMPANY**

- 43.1 Upon the Scheme becoming effective and post amalgamation of Transferor Company 1 with Transferee Company, the authorized share capital of the Transferee Company shall stand enhanced to INR 500,000,000 (INR Fifty Crores only) divided into 40,000,000 (Four Crore) equity shares of face value of INR 10 (INR Ten) each and 1,000,000 (Ten lakhs) 10% cumulative redeemable preference shares of INR 100 (INR Hundred only) each without any further act, instrument or deed by the Transferee Company, if any and without any liability for payment of additional fee or stamp duty in respect thereof since the stamp duty and fee stands already paid by the Transferor Company 1 on the said authorized equity share capital so transferred, the benefit of which shall



accordingly stand transferred in favour of the Transferee Company pursuant to Scheme becoming effective.

- 43.2 Filing fees and stamp duty, if any, paid by the Transferor Company 1 on its authorized share capital, shall be deemed to have been so paid by Transferee Company and accordingly, Transferee Company shall not be required to pay any fee/ stamp duty for its increased authorized share capital.

#### **44 AUTHORIZED SHARE CAPITAL OF THE RESULTING COMPANY 1**

- 44.1 Upon the Scheme becoming effective, and in consideration of the demerger of the Demerged Undertaking 1 and the transfer and vesting thereof into the Resulting Company 1, the Resulting Company 1 shall issue and allot fully paid up equity shares and preference shares to the equity shareholders and preference shareholders of the Demerged Company respectively, as on the Record Date in terms of the Scheme. To accommodate such issue and allotment of equity shares and preference shares by the Resulting Company 1, which would result in increase in its paid up share capital, the authorized share capital of the Resulting Company 1 shall be adequately enhanced by transferring from the authorized share capital of the Demerged Company to Resulting Company 1 as an integral part of the Scheme, and consequently, upon the Scheme becoming effective. The amount to be transferred from Demerged Company is as follows:

*An amount of INR 90,000,000 (INR Nine Crores only) to the authorized equity share capital of the Resulting Company 1*

- 44.2 The authorized equity share capital of the Resulting Company 1 shall stand enhanced to INR 91,000,000 (INR Nine Crores Ten Lakh only) divided into 9,050,000 (Ninety Lakhs Fifty Thousands only) equity shares of face value of INR 10 (INR Ten) each and 5,000 (Five Thousand only) 10% cumulative redeemable preference shares of INR 100 (INR Hundred only) each without any further act, instrument or deed by the Resulting Company 1, if any and



without any liability for payment of additional fee or stamp duty in respect thereof since the stamp duty and fee stands already paid by the Demerged Company on the said authorized equity share capital so transferred, the benefit of which shall accordingly stand transferred in favour of the Resulting Company 1 pursuant to Scheme becoming effective.

- 44.3 Subsequent to enhancement of authorized share capital of the Resulting Company 1 as contemplated herein, existing clause V of the Memorandum of Association of the Resulting Company 1 (pertaining to authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 13, 61 and 232 and other applicable provisions of the Act as the case may be and be replaced by the following clause:

*"The Authorized Share Capital of the Company is INR 91,000,000 (INR Nine Crores Ten Lakh only) divided into 9,050,000 (Ninety Lakhs Fifty Thousands only) equity shares of face value of INR 10 (INR Ten) each and 5,000 (Five Thousand only) preference shares of INR 100 (INR Hundred only) each with powers to increase or reduce in accordance with the law."*

It is hereby clarified that for the purpose of this Clause, the consent of the shareholders of the Resulting Company 1 to the Scheme shall be deemed to be sufficient for the purposes of effecting the above amendment and increase in the authorized share capital of the Resulting Company 1, and no further resolutions or actions under Sections 13 or 61 of the Act would be required to be separately passed or taken. However, the Resulting Company 1 shall file the requisite documents with the relevant Registrar of Companies, which has jurisdiction over the Resulting Company 1, for such increase of its authorized share capital, as aforesaid.

#### 45 AUTHORIZED SHARE CAPITAL OF THE RESULTING COMPANY 2





45.1 Upon the Scheme becoming effective, and in consideration of the demerger of the Demerged Undertaking 2 and Demerged Undertaking 3 and the transfer and vesting thereof into the Resulting Company 2, the Resulting Company 2 shall issue and allot fully paid up equity shares and preference shares to the equity shareholders and preference shareholders of the Demerged Company respectively, as on the Record Date in terms of the Scheme. To accommodate such issue and allotment of equity shares and preference shares by the Resulting Company 2, which would result in increase in its paid up share capital, the authorized share capital of the Resulting Company 2 shall be adequately enhanced by transferring from the authorized share capital of the Demerged Company to Resulting Company 2 as an integral part of the Scheme, and consequently, upon the Scheme becoming effective. The amount to be transferred from Demerged Company is as follows:

*An amount of INR 90,000,000 (INR Nine Crores only) to the authorized equity share capital of the Resulting Company 2*

45.2 The authorized equity share capital of the Resulting Company 2 shall stand enhanced to INR 91,000,000 (INR Nine Crores Ten Lakh only) divided into 9,050,000 (Ninety Lakhs Fifty Thousands only) equity shares of face value of INR 10 (INR Ten) each and 5,000 (Five Thousand only) 10% cumulative redeemable preference shares of INR 100 (INR Hundred only) each without any further act, instrument or deed by the Resulting Company 2, if any and without any liability for payment of additional fee or stamp duty in respect thereof since the stamp duty and fee stands already paid by the Demerged Company on the said authorized equity share capital so transferred, the benefit of which shall accordingly stand transferred in favour of the Resulting Company 2 pursuant to Scheme becoming effective.

45.3 Subsequent to enhancement of authorized share capital of the Resulting Company 2 as contemplated herein, existing clause V of the Memorandum of



Association of the Resulting Company 2 (pertaining to authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 13, 61 and 232 and other applicable provisions of the Act as the case may be and be replaced by the following clause:

*"The Authorized Share Capital of the Company is INR 91,000,000 (INR Nine Crores Ten Lakh only) divided into 9,050,000 (Ninety Lakhs Fifty Thousands only) equity shares of face value of INR 10 (INR Ten) each and 5,000 (Five Thousand only) preference shares of INR 100 (INR Hundred only) each with powers to increase or reduce in accordance with the law."*

It is hereby clarified that for the purpose of this Clause, the consent of the shareholders of the Resulting Company 2 to the Scheme shall be deemed to be sufficient for the purposes of effecting the above amendment and increase in the authorized share capital of the Resulting Company 2, and no further resolutions or actions under Sections 13 or 61 of the Act would be required to be separately passed or taken. However, the Resulting Company 2 shall file the requisite documents with the relevant Registrar of Companies, which has jurisdiction over the Resulting Company 2, for such increase of its authorized share capital, as aforesaid.

**46 AUTHORIZED SHARE CAPITAL OF TRANSFEREE COMPANY PURSUANT TO AMALGAMATION OF TRANSFEROR COMPANY 2 INTO TRANSFEREE COMPANY**

- 46.1 Upon the Scheme becoming effective and post amalgamation of Transferor Company 2 with Transferee Company, the authorized share capital of the Transferee Company shall stand enhanced by INR 1,000,000 (INR Ten Lakhs only) divided into 50,000 (Fifty Thousand) equity shares of face value of INR 10 (INR Ten) each and 5,000 (Five Thousand) 10% cumulative redeemable preference shares of INR 100 (INR Hundred only) each without any further



act, instrument or deed by the Transferee Company, if any and without any liability for payment of additional fee or stamp duty in respect thereof since the stamp duty and fee stands already paid by the Transferor Company 2 on the said authorized equity share capital so transferred, the benefit of which shall accordingly stand transferred in favour of the Transferee Company pursuant to Scheme becoming effective.

- 46.2 Filing fees and stamp duty, if any, paid by the Transferor Company 2 on its authorized share capital, shall be deemed to have been so paid by Transferee Company and accordingly, Transferee Company shall not be required to pay any fee/ stamp duty for its increased authorized share capital.
- 46.3 Upon the Scheme becoming effective and post amalgamation of Transferor Company 1 with Transferee Company and demerger of Demerged Undertakings to Resulting Companies and amalgamation of Transferor Company 2 with Transferee Company, the authorized share capital of Transferee Company shall stand revised.
- 46.4 'Clause V' of the Memorandum of Association of Transferee Company shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 61 and 64 and other applicable provisions of the Act by deleting the existing Clause and replacing it by the following:

*"The Authorized Share Capital of the company is INR 321,000,000 (INR Thirty Two Crores and Ten Lakhs only) divided into 22,050,000 (Two Crores Twenty Lakhs and Fifty Thousand only) equity shares of the face value of INR 10 (INR Ten only) each and 1,005,000 (Ten Lakhs Five Thousand only) preference shares of INR 100 (INR One Hundred only) each with powers to increase or reduce in accordance with the law".*

- 46.5 The approval of this Scheme by the shareholders of the Transferee Company under Sections 230 to 232 of the Act, whether at a meeting or otherwise, shall be deemed to have the approval under Sections 13, 14, 61, 64 and other



applicable provisions of the Act and any other consents and approvals required in this regard.

#### 47 CONDITIONALITY OF THE SCHEME

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

- 47.1 The approval by the respective requisite majorities of the various classes of shareholders and/ or creditors (wherever applicable) of Transferor Companies, Demerged Company, Transferee Company and Resulting Companies as required under the Act or as may be directed by the NCLT.
- 47.2 The scheme being approved by a shareholder's resolution of the Transferee Company (i.e. SHL) passed by way of e-voting in terms of Para (A)(10)(a) of Part I of SEBI Master Circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021 on Schemes of Arrangement by Listed Entities and Relaxation under Sub-rule (7) of rule 19 of the Securities Contracts (Regulation) Rules, 1957 issued by the Securities and Exchange Board of India ("SEBI Scheme Circular" or "SEBI Master Circular") and other SEBI guidelines, as may be amended from time to time wherein presently the Scheme shall be acted upon only if the votes cast by the public shareholders in favour of the proposal are more than the number of votes cast by the public shareholders against it.
- 47.3 Receipt of approvals of the relevant Stock Exchanges where the equity shares of SHL are listed and traded and SEBI in terms of SEBI Scheme Circular
- 47.4 The sanction of the NCLT under Section 230 to 232 of the Act read with Section 52 and 66 and other applicable provisions of the Act, in favour of the Transferor Companies, Demerged Company and Resulting Companies under the said provisions and the necessary orders under Sections 230 to 232 of the Act being obtained.



- 47.5 The certified copy of the order of the NCLT under Sections 230 to 232 of the Act sanctioning the Scheme is filed with the Registrar of Companies, Chennai, Tamil Nadu.
- 47.6 Part B, C and D of the Scheme shall be given effect to as per the chronology in which it has been provided for in the Scheme. However, failure of any one part of one Section for lack of necessary approval from the shareholders / creditors / statutory regulatory authorities shall not result in the whole Scheme failing. It shall be open to the concerned Board of Directors to consent to severing such part(s) of the Scheme and implement the rest of the Scheme as approved by the NCLT with such modification.
- 47.7 Compliance with such other conditions as may be imposed by the NCLT.

#### **48 APPLICATION TO HON'BLE NCLT**

- 48.1 The Transferor Companies, Transferee Company and the Resulting Companies shall, with all reasonable dispatch, make applications pursuant to Sections 230 to 232 of the Act read with Section 52 and 66 and other applicable provisions of the Act, to the NCLT for sanction and carrying out the Scheme and for consequent dissolution of the Transferor Companies without winding up. The said companies shall also apply for and obtain such other approvals, as may be necessary in law, if any, for bringing the Scheme into effect and be entitled to take such other steps and proceedings as may be necessary or expedient to give full and formal effect to the provisions of this Scheme.

#### **49 MODIFICATION OR AMENDMENTS TO THE SCHEME**

- 49.1 Subject to approval of the NCLT, the Transferor Companies, Demerged Company and Resulting Companies by their respective Boards of Directors, may assent to/make and/or consent to any modifications/amendments to the Scheme or to any conditions or limitations that the NCLT and/or any other Authority under law may deem fit to direct or impose, or which may otherwise





be considered necessary, desirable or appropriate as a result of subsequent events or otherwise by them (i.e. the Board). The Transferor Companies, Demerged Company and Resulting Companies by their respective Board are authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whatsoever for carrying the Scheme into effect, whether by reason of any directive or order 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 Boards of Transferor Companies, Demerged Company and Resulting Companies are authorised to withdraw the Scheme for sufficient reasons at any time prior to scheme being sanctioned by NCLT.

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

- 50.1 In the event of any approvals or conditions enumerated in the Scheme not being obtained or complied with, or for any other reason, the Scheme cannot be implemented, the Board of Directors of the Transferor Companies, Demerged Company and Resulting Companies shall mutually waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, or in case the Scheme not being sanctioned by the NCLT, the Scheme shall become null and void and each party shall bear and pay their respective costs, charges and expenses in connection with the Scheme.

#### **51 COSTS, CHARGES & EXPENSES**

- 51.1 All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferor Companies, Demerged Company and Resulting Companies arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto shall be borne by either of the Transferor Companies, Demerged Company and Resulting Companies as may be mutually decided between the Transferor Companies, Demerged Company and Resulting Companies.



**SCHEDULE A****TERMS AND CONDITIONS FOR ISSUE OF CUMULATIVE REDEEMABLE PREFERENCE SHARES**

Issuer	Resulting Company 1 (as mentioned in Clause 27), Resulting Company 2 (as mentioned in Clause 28),
Instrument	Cumulative and Redeemable Preference Share
Face value	INR 100 per Preference Share
Coupon Rate	10% per annum (cumulative)
Transferability	The preference shares shall be transferable in the usual manner only to the member of the company and to the legitimate decedents of a member. The member may sell/ offer to sell the preference shares to others with the approval of the Board of Directors of the company.
Variation of rights	The rights, privileges and conditions attached to the preference shares may not be varied, modified or abrogated without the consent of the preference shareholders
Basis on which the price has been arrived at	As per share entitlement ratio report issued by Mr. Navin Khandelwal, Registered Valuer
Terms, manner and modes of redemption	Preference shares to be redeemed within five years from the date of issue of same
Voting rights	Voting rights governing the holders of Preference Shares would be governed by the provisions of the Companies Act, 2013 (as amended from time to time).  Since the nominal value of one preference shares is INR 100 therefore each vote of the preference shareholders for their each preference share will be equal to 10 vote of the equity shares.



**NAVIN KHANDELWAL**  
**REGISTERED VALUER—SECURITY OR FINANCIAL ASSETS (SFA)**  
**Registration No. I B B I / R V / 0 5 / 2 0 1 9 / 1 0 7 7 9, FCA, DISA, IRP**  
**Registered Valuer**

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## SHARE ENTITLEMENT RATIO REPORT

**PREPARED BY:**  
**NAVIN KHANDELWAL**  
**REGISTERED VALUER—SECURITY OR FINANCIAL ASSETS**  
**(SFA)**  
**Registration No. I B B I / R V / 0 5 / 2 0 1 9 / 1 0 7 7 9**

**Office:**  
206, 2<sup>nd</sup> Floor, Navneet Plaza, Old Palasia, Indore-452001, Indore  
Mail Id: [navink25@yahoo.com](mailto:navink25@yahoo.com)



**NAVIN KHANDELWAL**  
**REGISTERED VALUER—SECURITY OR FINANCIAL ASSETS (SFA)**  
**Registration No. I B B I / R V / 0 5 / 2 0 1 9 / 1 0 7 7 9, FCA, DISA, IRP**  
**Registered Valuer**

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*Navin*

**Office:**  
 206, 2<sup>nd</sup> Floor, Navneet Plaza, Old Palasia, Indore-452001, Indore  
 Mail Id: [navink25@yahoo.com](mailto:navink25@yahoo.com)

**NAVIN KHANDELWAL**  
**REGISTERED VALUER-SECURITY OR FINANCIAL ASSETS (SFA)**  
**Registration No. I B B I / R V / 0 5 / 2 0 1 9 / 1 0 7 7 9, FCA, DISA, IRP**  
**Registered Valuer**

To The Board of Directors SAYAJI HOTELS LIMITED F1 C2 Sivavel Apartment, 2 Alagappa Nagar, ZaminPallavaram Chennai, Tamil Nadu 600117, India	To The Board of Directors SAYAJI HOTELS (PUNE) LIMITED F1 C2 Sivavel Apartment, 2 Alagappa Nagar, ZaminPallavaram Chennai Tamil Nadu 600117, India	To The Board of Directors SAYAJI HOTELS (VADODARA) LIMITED F1 C2 Sivavel Apartment, 2 Alagappa Nagar, ZaminPallavaram Chennai, Tamil Nadu 600117, India	To The Board of Directors SAYAJI HOTELS MANAGEMENT LIMITED F1 C2 Sivavel Apartment, 2 Alagappa Nagar, ZaminPallavaram Chennai, Tamil Nadu 600117, India
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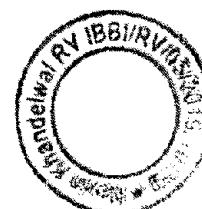
We refer to our engagement letter dated 10<sup>th</sup> November, 2021 and subsequent discussions with the management of the companies for determination of share entitlement ratio for allotment of equity shares and preference shares of Sayaji Hotels (Vadodara) Limited ("SHVL") and Sayaji Hotels (Pune) Limited ("SHPL") to the shareholders of Sayaji Hotels Limited ("SHL") in connection with proposed demerger of Indore business, Baroda business and Pune business ('Business Undertaking') of SHL into SHVL and SHPL respectively, with effect from 01.04.2022 as the appointed date ('Appointed Date').

SHVL has filed application with Registrar of Companies to rename the company as "Sayaji Hotels (Indore) Limited". The Application is pending with approval from Registrar of Companies.

**BUSINESS INTEREST, OWNERSHIP CHARACTERISTICS**

Sayaji Hotels Limited ('SHL') was incorporated as Monali Land and Housing Company Private Limited on 5th April 1982 bearing registration number 5131 of 1982-83 with the Registrar of Companies, Ahmedabad under the provisions of the Companies Act, 1956. SHL was renamed as Sayaji Hotels Limited on 10<sup>th</sup> July 1987. SHL is a listed company bearing CIN: L511033TN1982PLC124332, primarily engaged in the business of owning, operating and managing hotels under multiple divisions namely: (i) Indore business, (ii) Baroda business, (iii) Pune business (iv) Management business. The equity shares of SHL are listed and traded on the BSE Limited. On 03.09.2018, the registered office of SHL was shifted from Kala Ghoda,

Office:  
206, 2<sup>nd</sup> Floor, Navneet Plaza, Old Palasia, Indore-452001, Indore  
Mail Id: [navink25@yahoo.com](mailto:navink25@yahoo.com)





**NAVIN KHANDELWAL**  
**REGISTERED VALUER—SECURITY OR FINANCIAL ASSETS (SFA)**  
**Registration No. I B B I / R V / 0 5 / 2 0 1 9 / 1 0 7 7 9, FCA, DISA, IRP**  
**Registered Valuer**

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Sayaji Gunj, opposite Rajshree Talkies, Vadodara, Gujarat, India, 390005 to F1 C2, Sivavel Apartment, 2, Alagappa Nagar, ZaminPallavaram, Chennai, Tamil Nadu, India, 600117.

We understand that the management of SHL is contemplating a composite scheme of amalgamation and arrangement between Sayaji Hotels Limited, Ahilya Hotels Limited, Sayaji Hotels (Vadodara) Limited, Sayaji Hotels (Pune) Limited and Sayaji Hotels Management Limited and their respective shareholders and creditors (hereinafter referred to as 'Composite scheme of amalgamation and arrangement' or 'the Scheme'), whereby it is proposed to demerge Indore business, Baroda business, and Pune business ('Demerged Undertakings') from SHL into SHVL and SHPL (collectively referred to as 'Resulting Companies') as provided under the Scheme. SHVL and SHPL will issue its shares to the shareholders of SHL as a consideration for demerger. Currently, SHVL and SHPL are wholly owned subsidiaries of SHL.

**PURPOSE OF VALUATION**

The demerger is proposed to be effected through the Composite scheme of amalgamation and arrangement under section 230 to 232 of the Companies Act, 2013 read with Section 52 and 66 and other applicable provisions of the Companies Act, 2013.

- In connection with demerger, the management of SHL has requested us to provide report on the ratio of allotment of equity and preference shares of the Resulting Companies to the shareholders of SHL based on information to be made available by the management.
- We understand that consequent to demerger, there will be no impact on the economic beneficial interest of the shareholders of SHL.
- **Procedures**

The procedure used in our analysis including substantive procedures as we considered necessary under the circumstances:

**Office:**  
 206, 2<sup>nd</sup> Floor, Navneet Plaza, Old Palasia, Indore-452001, Indore  
 Mail Id: [navink25@yahoo.com](mailto:navink25@yahoo.com)



*Navin Khanelwal*

**NAVIN KHANDELWAL**  
**REGISTERED VALUER—SECURITY OR FINANCIAL ASSETS (SFA)**  
**Registration No. I B B I / R V / 0 5 / 2 0 1 9 / 1 0 7 7 9, FCA, DISA, IRP**  
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- i. Considered the audited financial statements of SHL for the year ended March 31, 2021 and unaudited financial statements for the half year ended September 30<sup>th</sup>, 2021.
- ii. Considered the draft Composite scheme of amalgamation and arrangement for the proposed demerger
- iii. Consider the existing shareholding pattern of SHL and the Resulting Companies; and the envisaged shareholding pattern of Resulting Companies

**Share entitlement ratios**

Management has informed us that SHL and Resulting Companies have been incorporated with equity shares having face value of INR 10 per share and preference shares having face value of INR 100 per share. Pursuant to Scheme and in order to comply with the intent of maintaining the economic interest of shareholders of SHL and to get listed on the stock exchange in India, we have proposed the following Share Entitlement Ratio:

**For demerger of Indore business:**

*"For every 23 equity share of face value of INR 10 (Rupees Ten only) each held in SHL as on the record date, the equity shareholders of SHL shall be issued 4 equity shares of face value INR 10 (Rupees Ten only) each credited as fully paid-up in SHVL."*

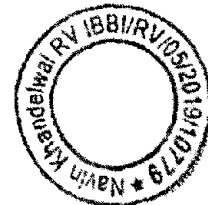
*"For every 125,000 preference share of face value of INR 100 (Rupees Hundred only) each held in SHL as on the record date, the preference shareholders of SHL shall be issued 1 preference share of face value INR 100 (Rupees Hundred only) each credited as fully paid-up in SHVL"*

The shareholding of the ultimate beneficial owners of SHVL would be a mirror image of the shareholding of the proposed demerged company i.e. Sayaji Hotels Limited. Hence, valuation report is not required for the proposed demerger of Indore business of SHL into SHVL. As per SEBI Master

**Office:**

206, 2<sup>nd</sup> Floor, Navneet Plaza, Old Palasia, Indore-452001, Indore  
 Mail Id: [navink25@yahoo.com](mailto:navink25@yahoo.com)

*Navin*



**NAVIN KHANDELWAL**  
**REGISTERED VALUER—SECURITY OR FINANCIAL ASSETS (SFA)**  
**Registration No. I B B I / R V / 0 5 / 2 0 1 9 / 1 0 7 7 9, FCA, DISA, IRP**  
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Circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021, valuation report in connection with such demerger is not required as there is no change in the shareholding pattern of the resultant company (i.e. SHVL).

**a) For demerger of Baroda and Pune business:**

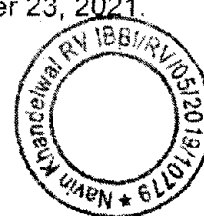
*"For every 23 equity share of face value of INR 10 (Rupees Ten only) each held in SHL as on the record date the equity shareholders of SHL shall be issued 4 equity shares of face value INR 10 (Rupees Ten only) each credited as fully paid-up in SHPL."*

*"For every 125,000 preference share of face value of INR 100 (Rupees Hundred only) each held in SHL as on the record date, the preference shareholders of SHL shall be issued 1 preference share of face value INR 100 (Rupees Hundred only) each credited as fully paid-up in SHPL."*

The shareholding of the ultimate beneficial owners of SHPL would be a mirror image of the shareholding of the proposed demerged company i.e. Sayaji Hotels Limited. Hence, valuation report is not required for the proposed demerger of Baroda and Pune business of SHL into SHPL. As per SEBI Master Circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021 valuation report in connection with such demerger is not required as there is no change in the shareholding pattern of the resultant company (i.e. SHPL).

**b) For merger of SHML into SHL:**

The shareholding of the ultimate beneficial owners of the 100% subsidiary company i.e. Sayaji Hotels Management Limited is a mirror image of the shareholding of the Sayaji Hotels Limited. Hence there is no separate valuation report required for the proposed merger of these two entities as per SEBI Master Circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021.



**Office:**  
 206, 2<sup>nd</sup> Floor, Navneet Plaza, Old Palasia, Indore-452001, Indore  
 Mail Id: [navink25@yahoo.com](mailto:navink25@yahoo.com)

*Navin Khandelwal*

**NAVIN KHANDELWAL**  
**REGISTERED VALUER—SECURITY OR FINANCIAL ASSETS (SFA)**  
**Registration No. I B B I / R V / 0 5 / 2 0 1 9 / 1 0 7 7 9, FCA, DISA, IRP**  
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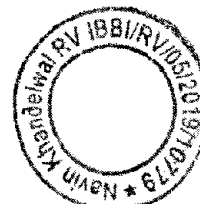
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We have considered the outstanding number of equity shares of SHL post amalgamation of Ahilya Hotels Limited into Sayaji Hotels Limited and envisaged number of equity shares of the Resulting Companies as follows:

- i. As of report date, the issued, subscribed and paid up capital of SHL consists of 17,518,000 Equity Shares of INR 10/- each and 1,000,000 10% Cumulative Redeemable Preference of INR 100 each. Further, post amalgamation the proposed outstanding number of equity shares of SHL will be 1,75,17,977 Equity Share of INR 10/- each and 1,000,000 10% Cumulative Redeemable Preference Shares of INR 100/- each.
- ii. As of the report date, the initial issued, subscribed and paid up capital of SHVL is envisaged to consist of 50,000 Equity shares of INR. 10 each. The entire share capital of SHVL is held by SHL. The shares held by SHL in SHVL shall be cancelled as in integral part of the scheme.
- iii. As of the report date, the initial Issued, subscribed and paid up capital of SHPL is envisaged to consist of 50,000 Equity shares of INR 10 each. The entire share capital of SHPL is held by SHL. The shares held by SHL in SHPL shall be cancelled as in integral part of the scheme.
- iv. As of the report date, the Initial Issued, subscribed and paid up capital of SHML is envisaged to consist of 50,000 Equity shares of INR 10 each. The entire share capital of SHML is held by SHL. The shares held by SHL in SHML shall be cancelled as in integral part of the Scheme.
- v. The draft scheme provides the following in case of fractional entitlements in issue and allotment of such shares as aforesaid, the fractional entitlements of shares of any shareholders of SHL shall not be taken into account, but such shares representing fractional entitlements shall be consolidated and thereupon Resulting Companies will issue and allot shares in lieu thereof a trust authorized by the Board of Resulting Companies in this behalf upon trust, who shall sell them in the market at such price, within a period of 90

**Office:**  
 206, 2<sup>nd</sup> Floor, Navneet Plaza, Old Palasia, Indore-452001, Indore  
 Mail Id: [navink25@yahoo.com](mailto:navink25@yahoo.com)

*Navin Khandelwal*



**NAVIN KHANDELWAL**  
**REGISTERED VALUER—SECURITY OR FINANCIAL ASSETS (SFA)**  
**Registration No. I B B I / R V / 0 5 / 2 0 1 9 / 1 0 7 7 9, FCA, DISA, IRP**  
**Registered Valuer**

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days from the date of allotment of shares, as per the draft scheme submitted to SEBI and distribute their sale proceeds (less expenses, if any) to the shareholders of SHL, who are entitled to such fractional shares

Pursuant to the Scheme, the Resulting Companies, in order to comply with the intent of maintaining the economic interest of shareholders of SHL and to get listed on the Stock Exchange, shall issue following shares to the shareholders of SHL:

**SHVL:** 3,046,605 equity shares of face value INR 10/- each to all the equity shareholders of SHL

8 preference shares of face value INR 100/- each to all the preference shareholders of SHL

**SHPL:** 3,046,605 equity shares of face value INR 10/- each to all the equity shareholders of SHL

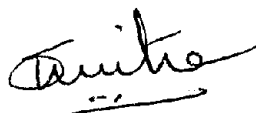
8 preference shares of face value INR 100/- each to all the preference shareholders of SHL

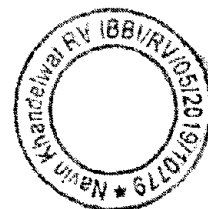
**Caveats**

We have relied upon the information, data and explanations in paragraph 2 and 3 above for the purpose of reporting on the ratio of allotment of the equity shares and preference shares of the Resulting Companies to the shareholders of SHL in connection with the proposed demerger.

For the purpose of opining on the share entitlement ratio we have used financial and other Information provided by the management, which we believe to be reliable and our conclusions are dependent on such information being complete and accurate in all material respects. Our scope of work does not enable us to accept responsibility for the accuracy and completeness of financial and other information provided by the management. We have, therefore, not carried out any due diligence review, independent

**Office:**  
 206, 2<sup>nd</sup> Floor, Navneet Plaza, Old Palasia, Indore-452001, Indore  
 Mail Id: [navink25@yahoo.com](mailto:navink25@yahoo.com)







**NAVIN KHANDELWAL**  
**REGISTERED VALUER–SECURITY OR FINANCIAL ASSETS (SFA)**  
**Registration No. I B B I / R V / 0 5 / 2 0 1 9 / 1 0 7 7 9, FCA, DISA, IRP**  
**Registered Valuer**

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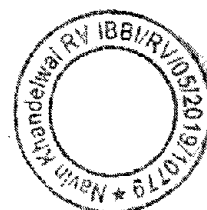
audit or other test or validation of such financial and other information to establish the accuracy or sufficiency of the financial statements referred to above or of the information, explanations and representations provided to us. We have thus relied upon the audits carried out by K.L. Vyas & Co., Chartered Accountants, Statutory Auditors of SHL provided to us. Accordingly, we do not express any opinion or any other form of assurance thereon and accept no responsibility for the same.

We have made no investigation of, and assume no responsibility for the title to, or liabilities against, the equity of SHL.

The business of SHL is proposed to be demerged into Resulting Companies with effect from the Appointed Date and we have considered the Audited financial statements of SHL as at 31<sup>st</sup> March 2021 and unaudited Financial Statements of the half year ended on September 30<sup>th</sup>, 2021. The management has explained that the Business Undertaking would be carried on in due course of business till the Appointed Date and subsequently, till the Scheme is approved. The management has represented that financial statements of SHL as at 31<sup>st</sup> March 2021 and unaudited Financial Statements of the half year ended on September 30<sup>th</sup>, 2021, provided to us, includes all disclosures necessary for a fair presentation of its financial position and results of operations in accordance with generally accepted accounting principles of India consistently applied, and disclosures otherwise required by the laws and regulations to which they are subject. The management has further represented that the management does not anticipate any changes in the financial position of the Business Undertaking, other than that in ordinary course of business till the Appointed Date.

Our scope of work is limited to expression of our view on the proposed share entitlement ratio and its impact on the economic Interest of the shareholders of the Specified Companies. Our report is not, nor should it be construed as, our opining or certifying the compliance of the proposed demerger of the Demerged Undertakings with the provisions of

**Office:**  
 206, 2<sup>nd</sup> Floor, Navneet Plaza, Old Palasia, Indore-452001, Indore  
 Mail Id: [navink25@yahoo.com](mailto:navink25@yahoo.com)



*Navin Khandelwal*

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any law including companies, FEMA and taxation related laws or as regards any legal implications or issues arising from such proposed demerger.

While we have provided our view on the share entitlement ratio based on the information available to us and within the scope and constraints of our engagement, others may have a different opinion, you acknowledge and agree that you have the final responsibility for determination of the share entitlement ratio for the proposed demerger and factors other than our report will need to be taken into account in determining such ratios; these will include your own assessment of the proposed demerger and may include the input of other professional advisors,

**Distribution of reports**

This letter report is prepared for the Board of Directors of SHL and the Resulting Companies and to the extent mandatorily required under applicable laws of India, may be produced before judicial, regulatory or government authorities, in connection with the transaction.

In no event shall we liable for any loss, damages, cost or expenses arising in any way from fraudulent acts, misrepresentations or willful default on part of the specified companies, their directors, employees, or agents. In no circumstances shall liability of Navin Khandelwal, Chartered Accountant, its partners, directors, employees relating to the services provided in connection with the engagement set out in this report exceed the amount paid to us in respect of the fees charged for these services.

Yours faithfully,



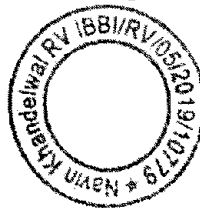
Name – FCA Navin Khandelwal

IBBI/RV/05/2019/10779

Place: Indore

Date: 04.12.2021

UDIN: 21077687AAAAGA2226




**Office:**

206, 2<sup>nd</sup> Floor, Navneet Plaza, Old Palasia, Indore-452001, Indore

Mail Id: [navink25@yahoo.com](mailto:navink25@yahoo.com)



Date: 20.12.2021

To,  
The General Manager,  
Department of Corporate Services,  
BSE Limited,  
P.J. Towers, Dalal Street,  
Mumbai – 400 001.

Dear Sir,

**Sub: Undertaking by Company required under Part – I A 2(b) of SEBI Master circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021 in relation to Scheme of Arrangement filed by Listed Entities**

We hereby confirm that no material event impacting the valuation has occurred during the intervening period of filing the scheme documents with BSE Limited and period under consideration for valuation.

**For Sayaji Hotels Limited**

**Suchitra Dhanani**  
**Whole-Time Director**  
**DIN - 00712187**

Page 11 of 11

**SAYAJI HOTELS LTD. CORPORATE OFFICE**

Address: C/o Amber Convention Centre, Bypass Rd, Near Best Price,  
Hare Krishna Vihar, Nipania, Indore (MP) - 452010. | Phone No.: + 0731-4750000 | Email: info@sayajigroup.com

Regd. Office: F1 C2 Sivavel Apartment, 2 Alagappa Nagar, Zamin Pallavaram, Chennai, (TN) – 600117

CIN – L51100TN1982PLC124332 | Phone No.: 044-29871174

www.sayajihotels.com

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**Registered Valuer**

STRICTLY PRIVATE AND CONFIDENTIAL

To,

4<sup>th</sup> December, 2021

The Board of Directors,  
 Sayaji Hotels Limited  
 F1 C2, In Sivavel Apartment, 2,  
 Alagappa Nagar, Zamin Pallavaram,  
 Chennai, Tamil Nadu, India, 600117.

The Board of Directors  
 Ahilya Hotels Limited  
 F1 C2, in Sivavel Apartment, 2,  
 Alagappa Nagar, Zamin Pallavaram,  
 Chennai, Tamil Nadu, India, 600117.

Dear Sirs,

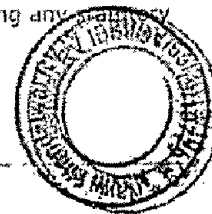
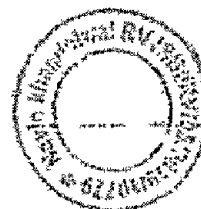
Re: Recommendation of fair equity share exchange ratio for the proposed merger of Ahilya Hotels Limited into Sayaji Hotels Limited pursuant to a Composite Scheme of Amalgamation and Arrangement

This has reference to our terms of engagement and various discussions that we have had with and the information that we have received from the key executives and representatives of Sayaji Hotels Limited ('SHL') and Ahilya Hotels Limited ('AHL') from time to time in the above matter (SHL and AHL are hereinafter individually referred to as the 'Client' / 'Company' and collectively referred to as the 'Clients' / 'Companies').

**SCOPE AND PURPOSE OF THIS REPORT**

We understand that the managements of the Companies are exploring the possibility of merger of AHL into SHL (the 'Proposed Merger'), with effect from the appointed date of 1<sup>st</sup> April, 2022 pursuant to a Composite Scheme of Amalgamation and Arrangement between Sayaji Hotels Limited ('SHL'), Ahilya Hotels Limited ('AHL'), Sayaji Hotels (Vadodara) Limited ('SHVL'), Sayaji Hotels (Pune) Limited ('SHPL') and Sayaji Hotels Management Limited ('SHML') and their respective shareholders and creditors under Sections 230 to 232 read with Sections 52 and 66 of the Companies Act 2013 including any

*Navin Khandelwal*



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modifications or re-enactments thereof ( the 'Composite Scheme of Amalgamation and Arrangement' or 'Scheme').

SHVL has filed application with Registrar of Companies to rename the company as "Sayaji Hotels. (Indore) Limited". The Application is pending with approval from Registrar of Companies.

In connection with the above, the Companies have requested us to render professional services by way of recommendation of the fair equity share exchange ratio for the Proposed Merger (the 'Ratio') as on the relevant date i.e. the board meeting in which the Scheme is proposed to be approved for consideration of the respective Boards of Directors of the Companies and as per the requirement of Master circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021, and any amendments thereof.

As requested we have carried out a relative valuation of the equity shares of SHL and AHL with a view to recommending a fair equity share exchange ratio of the equity shares of SHL for the equity shares of AHL in the event of the Proposed Merger. This report recommends, what in our opinion, is a fair and equitable equity share exchange ratio for the Proposed Merger and is our deliverable in respect of our recommendation of fair equity share exchange ratio for the Proposed Merger.

This report and the information contained therein is absolutely confidential. It is intended only for the sole use and information of the Companies, and only for the purpose of obtaining regulatory approvals in connection with the Proposed Merger. The results of the valuation and this report should not be used or relied upon by the Companies for any other purpose or by any other party for any purpose. We are not responsible to any other person / party for any decision of such person / party based on this report. Any person / party intending to provide finance / invest in the shares / business of the Companies shall do so after seeking their own professional advice and after carrying out their own due diligence to ensure that they are making an informed decision. It is hereby notified that any reproduction, copying or otherwise quoting of this report or any part thereof other than by the Companies for the purpose set out earlier in this report, is not permitted. Neither this report, nor its contents may be referred to or quoted in any registration statement, prospectus, offering memorandum, annual report, loan agreement or other agreement or document given to third parties, other than by the Companies in connection with the Proposed Merger.

**SOURCES OF INFORMATION**



*Navin Khandelwal*



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The valuation exercise was undertaken on the basis of the following information relating to the Companies, furnished to us by the representatives of the Companies and information available in the public domain:

- Draft Composite Scheme of Amalgamation and Arrangement for the Proposed Merger
- Audited financials of SHL for the years ended 31<sup>st</sup> March 2020 and 31<sup>st</sup> March 2021
- Unaudited Financials of SHL for the half year ended 30<sup>th</sup> September 2021
- Audited financials of AHL for the year ended 31<sup>st</sup> March 2019, 31<sup>st</sup> March 2020 and 31<sup>st</sup> March 2021
- Audited Financial of AHL for the half year ended 30<sup>th</sup> September 2021
- Management Discussions
- Other relevant details

We have also received the necessary explanations, information and representations which we believed were relevant to the present valuation exercise from the representatives of the Companies.

**BACKGROUND OF COMPANIES**

**SHL**

SHL is primarily engaged in the business of owning, operating & managing hotels under multiple divisions namely: (i) Indore business, (ii) Baroda business, (iii) Pune business (iv) Management business and (v) Restaurant business. The equity shares of SHL are listed and traded on the BSE Limited.

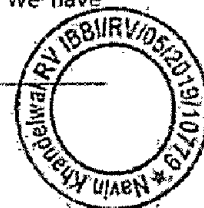
The issued, subscribed and paid up equity share capital of SHL as at the Valuation Date is INR 175.18 million consisting of 17,518,000 equity shares of face value of INR 10/- each fully paid up. We have been informed that there has been no change in the number of outstanding shares subsequent to the Valuation Date.

**AHL**

AHL is an unlisted company which was set up with the objective to construct, run, render technical advice in constructing, furnishing and running of lodging and boarding activities. However, as at the Valuation Date the Company does not have any business operations. AHL holds 2,455,000 equity shares in SHL.

The issued, subscribed and paid up equity share capital of AHL as at the Valuation Date is INR 89.60 million consisting of 8,959,770 equity shares of face value of INR 10/- each fully paid up. We have

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been informed that there has been no change in the number of outstanding shares subsequent to the Valuation Date

**RELATIVE VALUATION APPROACHES AND METHODOLOGIES**

The Scheme envisages the Proposed Merger of AHL into SHL. In consideration thereof, equity shares of SHL will be issued to the equity shareholders of AHL. As mentioned in the Scheme, the equity share capital of SHL held by AHL shall stand cancelled.

Arriving at the ratio would require determining the relative fair value of the equity shares of the transferee company in terms of the relative fair value of the equity shares of the transferor company i.e. a relative valuation of the equity shares of the companies. There are several commonly used and accepted methods for determining the fair value of the equity shares of a company / business, which can be considered for such a relative valuation as in the present case, to the extent relevant and applicable, such as:

- I. Asset Approach:**
  - Net Asset Value ('NAV') Method
- II. Market Approach:**
  - Market Prices ('MP') Method
  - Comparable Companies' Multiples ('CCM') Method
  - Comparable Transactions' Multiples ('CTM') Method
- III. Income Approach:**
  - Discounted Cash Flows ('DCF') Method

In the present case, as mentioned earlier, considering that AHL is an unlisted entity and does not have any operations as at the Valuation Date, the only method that can be applied is the NAV method. Consequently, we have used the NAV method under the asset approach for valuation of the equity shares of AHL.

In case of SHL, the equity shares are listed and they are frequently traded on stock exchange. In terms of SEBI (SAST) Regulations, 2011. Consequently, we have considered the MP method considering the fact that the value under the MP method is representative of market expectations and parameters

**I. Asset Approach:**





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**NAV Method**

This valuation method is based on the value of the underlying net assets of the business, either on a book value basis or realizable value basis or replacement cost basis. This valuation method is mainly used in a case where the firm is to be liquidated i.e. it does not meet the 'going concern' criteria or in a case where the asset base dominates earnings capability.

In the present case, we have considered and used the Net Asset Value method to value the equity shares of AHL. For this purpose, we have considered the audited balance sheet of AHL as at the Valuation Date, as provided to us by the Company, and made suitable adjustments as deemed appropriate for our valuation analysis. The realizable value of the investment held by AHL in SHL as at the Valuation Date has been considered at fair value. The managements of the Companies have also represented that there are no significant differences in accounting policies between both the Companies. The value per equity share was arrived at by dividing the value of the business for equity shareholders, arrived at above, by the number of equity shares of AHL.

Since the Company (SHL) is the listed company and is a going concern. Therefore, applying Asset Based Approach will not justify fair valuation.

**II. Market Approach:**

Under this approach the valuation is done on the basis of the quoted market price of the Company in case it is a publicly traded company, or publicly traded comparable businesses data is reviewed in order to identify a peer group similar to the subject company and then their multiples are applied to the entity being valued to determine the fair value.

Usually under the market based approach, the methods that maybe applied are Market Price Method, Comparable Multiple Method (CMM), Comparable Transaction Method (CTM) or Price of Recent Investment Method (PORI). Under CMM method various multiple like EV/Sales, EV/EBITDA, P/BV P/E, Price/Sales can be used to value a business depending upon the facts and circumstances of the cases.

**Reason for choice of methodology adopted under the Market Approach:**

Equity Shares of SHL are frequently traded on Stock Exchange in terms of SEBI (SAST) Regulations, 2011 hence Market method is considered suitable for the valuation.

*Navin Khandelwal*



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**Market Price (MP) Method**

In case of a company, the equity shares of which are listed, the market price of an equity share as quoted on a stock exchange is normally considered as the fair value of the equity shares of that company where such quotations are arising from the shares being regularly and freely traded in.

Accordingly, in the present case, the value of the equity shares of SHL under this methodology has been determined as per the formula prescribed in The Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.

Equity Shares of the AHL are not listed hence we have not followed Market Price method of valuation for AHL.

**CCM Method**

Under this method, the value of the equity shares of a company is measured by applying the derived market multiples – based on the market quotations of comparable listed companies possessing attributes similar to the business of the company that is being valued – to the company's metrics after making adjustments to such multiples on account of dissimilarities with the comparable companies and the strengths, weaknesses and other factors peculiar to the company being valued. These valuations are based on the principle that such market valuations, taking place between informed buyers and informed sellers, incorporate factors relevant to valuation.

Since the comparable market data for the comparable transaction is not available hence this method was not considered for the purpose of valuation

**CTM METHOD**

Comparable Transaction Multiple Method, also known as 'Guideline Transaction Method' involves valuing an asset based on transaction multiples derived from prices paid in transactions of asset to be valued /market comparable (comparable transactions). The price paid in comparable transactions generally include control premium, except where transaction involves acquisition of non-controlling/ minority stake.

*Navin Khanelwal*



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Since the comparable market data related to the transaction of our Company is not available hence this method was not considered for the purpose of valuation

**III. Income Approach:**

**DCF Method**

The DCF method is considered the most theoretically sound approach and scientific and acceptable method for determination of the value of a company. Under this technique the projected free cash flows from business operations are discounted at the weighted average cost of capital to the providers of capital to the company, and the sum of the present discounted value of such free cash flows is the value of the company.

The future free cash flows are derived considering, inter alia, the changes in the working capital and investments in capital expenditure. They are an aggregation of the free cash flows during the explicit forecast period – prepared based on the business plans – and during the post explicit forecast period, estimated using an appropriate method, and are available to all providers of the company's capital – both debt and equity.

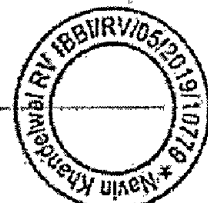
The discount rate i.e. weighted average cost of capital ('WACC'), which is applied to the free cash flows should reflect the opportunity cost to all the capital providers (namely shareholders and lenders), weighted by their relative contribution to the total capital of the company. Determining the WACC involves determining the Debt Equity ratio, Cost of Debt and the Cost of Equity.

To the value of the business so arrived at, the value of surplus / non-operating assets, debt and other assets / liabilities as appropriate, if any, have to be adjusted to arrive at the total value of the business for the equity shareholders of the company.

Since the shares of Sayaji Hotels Ltd. are listed in Bombay Stock Exchange (BSE) and the same is frequently traded on BSE. The market price of an equity share as quoted on a stock exchange is considered as the fair value of the equity shares of that company. Hence we have not followed DCF method of valuation.

AHL does not have any operations as at the Valuation Date Hence we have not followed DCF method of valuation.

*Navin Khandelwal*





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> For AHL

Based on the documents provided by the management during our valuation process, Investments in SHL are valued at Fair value as at 30th September 2021. All other assets and liabilities are valued at Fair value as on 30th September 2021 using internationally accepted valuation methodologies.

**SCOPE LIMITATIONS**

Our report is subject to the scope limitations detailed in this report. The report is to be read not in parts, but in totality and in conjunction with the relevant documents referred to in this report. We had provided a draft of this report to the Companies. The report has been reviewed by the Companies and they have confirmed that the factual information contained in this report is correct.

It should be understood that the value at which investments are made / price paid in a transaction between a willing buyer and a willing seller may differ from the values indicated in this report due to factors such as the motivation of parties, negotiation skills of the parties, the structure of the transaction or other factors unique to the transaction. This report and the opinion / valuation contained herein is not, nor should it be construed as advice relating to investing in, purchasing, selling or otherwise dealing in securities.

Valuation analysis and results are specific to the purpose of valuation and the valuation date mentioned in the report is as agreed per terms of our engagement. It may not be valid for any other purpose or as at any other date. Valuation analysis and results are also specific to the date of this report.

This report is issued on the understanding that the Companies have drawn our attention to all the matters, of which they are aware concerning the financial position of the Companies and any other matter, which may have an impact on our recommendation of the Ratio, including any significant changes that have taken place or are likely to take place in the financial position of the Companies since the Valuation Date. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

Our work does not constitute an audit, due diligence or certification or review of the historical financial statements of the Companies referred to in this report. Accordingly, we are unable to and do not express an opinion on the accuracy of any financial information referred to in this report.



*Navin*  
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In the course of the valuation, we were provided with both written and verbal information. We have evaluated the information provided to us by the Companies through broad inquiry and analysis (but have not carried out a due diligence or audit or review of the Companies for the purpose of this engagement, nor have we independently investigated or otherwise verified the data provided). The terms of our engagement were such that we were entitled to rely upon the information provided by the Companies without detailed inquiry. Also, we have been given to understand by the management of the Companies that they have not omitted any relevant and material factors. Accordingly, we do not express any opinion or offer any form of assurance regarding its accuracy and completeness. We assume no responsibility for any errors in the above information furnished by the Companies and their impact on the present exercise.

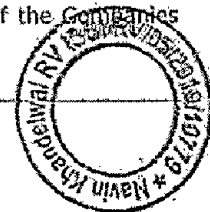
We express no opinion on the achievability of the budgeted / projected results of SHL as given to us by the Companies. These budgeted / projected results are the responsibility of the Companies. We are informed that the assumptions used in their preparation, are based on the Companies' present expectations of both - the most likely set of future business events and circumstances and the Company management's consequential course of action. It is usually the case that some events and circumstances do not occur as expected or are not anticipated. Therefore, actual results during the forecast period may differ from the forecast and such differences may be material.

No investigation of the Companies' claim to title of assets has been made for the purpose of this valuation and the Companies' claim to such rights has been assumed to be valid. No consideration has been given to liens or encumbrances against the assets, beyond the loans disclosed in the accounts. Therefore, no responsibility is assumed for matters of a legal nature.

Our report is not nor should it be construed as our opining or certifying the compliance with the provisions of any law / standards including company, foreign exchange regulatory, accounting and taxation / transfer pricing laws / standards or as regards any legal, accounting or taxation implications or issues.

This report does not look into the business / commercial reasons behind the Proposed Merger nor the likely benefits arising out of the same. Our report is not nor should it be construed as our recommending the Proposed Merger. Similarly, it does not address the relative benefits of the Proposed Merger as compared with any other alternative business transaction or other alternatives, or whether or not such alternatives could be achieved or are available. Any decision by the Companies regarding whether or not to proceed with the Proposed Merger shall rest solely with the Companies. In addition, we express no opinion or recommendation as to how the shareholders or creditors of the Companies

*Navin*



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should vote at any shareholders' or creditors' meeting(s) to be held in connection with the Proposed Merger.

We owe responsibility to only the Board of Directors of the Companies that have retained us and nobody else, and to the fullest extent permitted by law, we accept no responsibility or liability to any third party in connection with this report.

**RECOMMENDATION OF RATIO**

The Ratio for the Proposed Merger would have to be determined after taking into consideration all the factors and methodologies mentioned hereinabove. Though different values have been arrived at under each of the above methodologies, for the purpose of recommending a ratio of exchange it is necessary to arrive at a single value for the equity shares of each company. For this purpose, it is necessary to give appropriate weightages to the values arrived at under each methodology. It is however important to note that in doing so, we are not attempting to arrive at the absolute values of the equity shares of each company / business but at their relative values to facilitate the determination of a ratio.

As mentioned earlier, the equity shares of SHL are listed, they are frequently traded on BSE. Consequently, we have given a 100% weightage to the value under the MP method considering the fact that the value under the MP method is representative of market expectations and parameters.

On the other hand, as mentioned earlier we have given full weightage to the value under the NAV method in case of AHL.

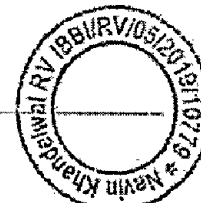
Please refer Annexure A for summary of computation of the Ratio and Annexure B to C for relative valuation of the equity shares of AHL and SHL under various methodologies in detailed.

The Ratio has been arrived on the basis of a relative valuation of the shares of the Companies based on the various methodologies explained herein earlier and various qualitative factors relevant to each company and the business dynamics and growth potentials of the businesses of the Companies, having regard to information base, management representations and perceptions, key underlying assumptions and limitations.

In the ultimate analysis, valuation will have to be tempered by the exercise of judicious discretion and judgment taking into account all the relevant factors. Valuation is an art, not an exact science. There-

- 10 -

*Navin Khanelwal*



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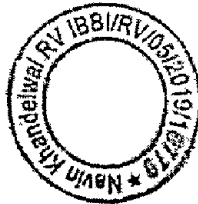
will always be factors which are not evident from the face of the balance sheets but which strongly influence the value of an asset, and that is where the valuer's judgment plays a part.


In the light of the above and on a consideration of all the relevant factors and circumstances as discussed and outlined hereinabove referred to earlier in this report, in our opinion the fair equity share exchange ratio for the Proposed Merger of AHL into SHL as at the Valuation Date would be:

- 274 (Two Hundred Seventy Four) equity shares of SHL of INR 10/- fully paid up for every 1000 (One Thousand) equity shares of AHL of INR 10/- each fully paid up.

Thanking you,

  
Name – FCA Navin Khandelwal  
IBBI/RV/05/2019/10779  
Place: Indore  
Date: 04.12.2021  
UDIN: 21077687AAAAFZ4825





**NAVIN KHANDELWAL**  
**REGISTERED VALUER—SECURITY OR FINANCIAL ASSETS (SFA)**  
**Registration No. I B B I / R V / 0 5 / 2 0 1 9 / 1 0 7 7 9, FCA, DISA, IRP**  
**Registered Valuer**

Annexure A: Computation of Fair share exchange ratio

Valuation Approach	SHL		AHL		Annexure reference
	Equity Value per share (INR)	Weight	Equity Value per share (INR)	Weight	
Asset Approach - Net Asset Value ('NAV') Method	NA #		65.89	100	B
Income Approach	NA #		NA @		
Market Approach - Comparable Companies Multiples Method - Market Prices Method	240.85	100	NA @		C
Relative Value per Share	240.85	100	65.89	100	
Exchange Ratio				0.2734	
Exchange Ratio (rounded off)				274/1000	

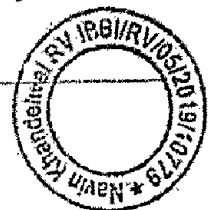
**Fair Equity Share Exchange Ratio:**

274 (Two Hundred Seventy-Four) equity shares of SHL of INR 10/- fully paid up for every 1000 (One Thousand)-equity shares of AHL of INR 10/- each fully paid up.

NA = Not Applicable / Not Adopted

# Note: Asset Approach was not used in case of SHL considering that the valuation is on a going concern basis with no intention to dispose of operating assets. Since the shares of Sayaji Hotels Ltd.

*Navin*



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**Registered Valuer**

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are listed in Bombay Stock Exchange (BSE) and the same is frequently traded on BSE. The market price of an equity share as quoted on a stock exchange is considered as the fair value of the equity shares of that company. Hence we have not followed DCF method of valuation under Income Approach.

@ Note: Income Approach and Market Approach were not used in case of AHL since AHL does not have any business-operations of its own and AHL is not listed on any stock exchange.

*Navin*





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**Registered Valuer**

Annexure B: Statement showing value per equity share of AHL under the NAV Method

Particulars	INR in million
Net-worth for equity shareholders	590.36
Adjustments	-
Equity value (INR million)	590.36
Equity value per share (INR)	65.89

Annexure C: Statement showing value per equity share of SHL under MP Method

Particulars	INR per share
Average share price on BSE for 26 weeks (a)	240.85
Average share price on BSE for 2 weeks (b)	238.02
Higher of (a) or (b)	240.85
Equity value per share (INR)	240.85

*Navin*



December 04, 2021

The Board of Directors  
**SAYAJI HOTELS LIMITED**  
 F1 C2, in Sivavel Apartment, 2,  
 Alagappa Nagar, Zamin Pallavaram,  
 Chennai, Tamil Nadu, India, 600117

Dear Members of the Board,

**Sub: Fairness opinion on the Fair Equity Share Exchange Ratio Report and Share Entitlement Ratio Report issued on proposed Composite Scheme of Amalgamation and Arrangement (hereinafter referred to as the "Scheme") between of Sayaji Hotels Limited ("SHL") and Ahilya Hotels Limited ("AHL") and Sayaji Hotels (Vadodara) Limited ("SHVL") and Sayaji Hotels (Pune) Limited ("SHPL") and Sayaji Hotels Management Limited ("SHML") and their respective shareholders and creditors under section 230 to 232 read with section 52 and 66 and other applicable provisions of the Companies Act, 2013 in terms of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations") and Master Circular on (i) Scheme of Arrangement by Listed Entities and (ii) Relaxation under Sub-rule (7) of rule 19 of the Securities Contracts (Regulation) Rules, 1957 bearing no. SEBI/HO/CFD/DIL1/CIR/P/2021/000000665 dated November 23, 2021 ("Master Circular").**

**Ref.: Our Engagement Letter dated November 12, 2021.**

We understand that the Board of Directors of Sayaji Hotels Limited has appointed FCA Navin Khandelwal as the "Registered Valuer" to value and determine Fair Equity Share Exchange Ratio and Share Entitlement Ratio in connection with the proposed Composite Scheme of Amalgamation and Arrangement (hereinafter referred to as the "Scheme") between of Sayaji Hotels Limited ("SHL") and Ahilya Hotels Limited ("AHL") and Sayaji Hotels (Vadodara) Limited ("SHVL") and Sayaji Hotels (Pune) Limited ("SHPL") and Sayaji Hotels Management Limited ("SHML") (hereinafter SHL, AHL, SHVL, SHPL and SHML jointly referred to as "Companies") and their respective shareholders and creditors under section 230 to 232 read with section 52 and 66 and other applicable provisions of the Companies Act, 2013. Pursuant to the provisions of Sections 230 to 232 read with Section 52 and 66 and other applicable provisions of the Companies Act, 2013 and the rules made thereunder, the Scheme provides for:

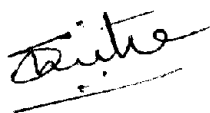
- a. Amalgamation of Ahilya Hotels Limited into Sayaji Hotels Limited on a going concern basis and cancellation and reduction of share capital of Sayaji Hotels Limited in the manner set out in the Scheme.

## Systematix Corporate Services Limited

Registered Office: 206 - 207, Bansi Trade Centre, 581/5, M. G. Road, Indore - 452 001. Tel: +91-0731-4068253  
 Corporate Office : The Capital, A-Wing, No. 603 - 606, 6th Floor, Bandra Kurla Complex, Bandra (East), Mumbai -400051.  
 Tel: +91-22-6619 8000 / 4035 8000 Fax: +91-22-6619 8029 /40358029  
 CIN: L91990MP1985PLC002969 Website: www.systematixgroup.in Email: [secretarial@systematixgroup.in](mailto:secretarial@systematixgroup.in)

SEBI Merchant Banking Registration No. : INM000004224



  
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- b. Demerger, transfer and vesting of the Demerged Undertakings (as defined hereinafter) from Sayaji Hotels Limited to Sayaji Hotels (Vadodara) Limited and Sayaji Hotels (Pune) Limited collectively referred to as the Resulting Companies (as defined hereinafter) on a going concern basis and the consequent issue of shares by the Resulting Companies to the shareholders of Sayaji Hotels Limited in the manner set out in the Scheme.
- c. The reduction of share capital of the Resulting Companies in the manner set out in the Scheme.
- d. Amalgamation of Sayaji Hotels Management Limited into Sayaji Hotels Limited on a going concern basis.

Systematix Corporate Services Limited ("**Systematix**"), a SEBI registered Category I Merchant Banker having permanent Registration Number INM000004224 and also empanelled as independent valuer at BSE Limited ("**BSE**") and National Stock Exchange of India Limited ("**NSE**"), has been appointed by the Board of Directors of SHL to provide "Fairness Opinion" pursuant to Regulations 11, 37 and 94 of the Listing Regulations and the Master Circular.

Our opinion is subject to the scope, assumptions, exclusions, limitations and disclaimers detailed hereinafter. As such the opinion is to be read in totality, and not in parts, in conjunction with the relevant documents referred to therein.

## I. SOURCES OF INFORMATION

The sources of information, which have been furnished to us by Companies, are as follows:

- Discussion (including oral), draft and final Valuation Report dated December 04, 2021 issued by FCA Navin Khandelwal (Registration No. IBBI/RV/05/2019/10779);
- Discussion (including oral), draft and final Share Entitlement Ratio Report dated December 04, 2021 issued by FCA Navin Khandelwal (Registration No. IBBI/RV/05/2019/10779)
- Draft Composite Scheme of Amalgamation and Arrangement
- Audited financials of SHL for the years ended March 31, 2020, March 31, 2021 and unaudited financial statements for September 30, 2021
- Audited financials of AHL for the year ended March 31, 2020 and March 31, 2021 and audited financial statements for September 30, 2021
- Audited financial statements of the SHVL, SHPL and SHML as at September 30, 2021

In addition to the above, we have also obtained other necessary explanations and information, which we believed were relevant to the present exercise, from the management of SHL.

A handwritten signature in black ink, appearing to read "Anita", is written over a horizontal line.



## II. SCOPE, LIMITATIONS, ASSUMPTIONS, EXCLUSIONS AND DISCLAIMERS

Our Opinion and analysis are limited to the extent of review of the documents as provided to us and described above.

We have relied upon the accuracy and completeness of all information and documents provided to us, without carrying out any due diligence or independent verification or validation of such information to establish its accuracy or sufficiency. We have not reviewed any financial forecasts relating to the Companies. We have not conducted any independent valuation or appraisal of any of the assets or liabilities of the Companies. We do not express any opinion as to the value of any asset of Companies involved in the Scheme, whether at current prices or in the future.

We do not express any opinion as to the price at which shares of the SHL may trade at any time, including after the date of this opinion. In rendering our opinion, we have assumed, that the Scheme will be implemented on the terms described therein, without any waiver or modification of any material terms or conditions, and that in the course of obtaining the necessary regulatory or third party approvals for the Scheme, no delay, limitation, restriction or condition will be imposed that would have an adverse effect on Companies and their respective shareholders.

We do not express any opinion as to any tax or other consequences that might arise from the Scheme, nor does our opinion address any legal, tax, regulatory or accounting matters, as to which we understand that the Companies have obtained such advice as it deemed necessary from qualified professionals.

We assume no responsibility for updating or revising our opinion based on circumstances or events occurring after the date hereof. Our opinion is specific to the Scheme as contemplated in the Scheme provided to us and is not valid for any other purpose.

We may currently or in the future provide, investment banking services to SHL and/or its subsidiaries or their respective affiliates that are unrelated to the proposed Scheme, for which may receive customary fees. In addition, in the ordinary course of their respective businesses, affiliates of Systematix may actively trade in the securities of the SHL on behalf of their customers and, accordingly, may at any time hold a position in such securities. Our engagement and the opinion expressed herein are for the use of the Board of Directors of SHL in connection with the consideration of the Scheme and for none other. Neither Systematix, nor its affiliates, partners, directors, shareholders, managers, employees or agents of any of them, makes any representation or warranty, express or implied, as to the information and documents provided to us, based on which the opinion has been issued. All such parties and entities expressly disclaim any and all liability for or based on or relating to any such information contained therein.

Our opinion is not intended to and does not constitute a recommendation to any shareholder as to how such holder should vote or act in connection with the Scheme or any matter related thereto.

This report may be submitted to the Stock Exchange, SEBI, the National Company Law Tribunal (NCLT) and such other statutory and regulatory authorities from whom approval is required under applicable law. The



report may also be disclosed on the website of SHL and made available to the respective shareholders and creditors in connection with the approval process for the Scheme.

The fee for this engagement is not contingent upon the results of this report.

### III. BACKGROUND OF THE COMPANIES

#### **Sayaji Hotels Limited ("SHL")**

Sayaji Hotels Limited was incorporated as Monali Land and Housing Company Private Limited on April 05, 1982 bearing registration number 5131 of 1982-83 with the Registrar of Companies, Ahmedabad under the provisions of the Companies Act, 1956. SHL was renamed as Sayaji Hotels Limited on 10th July 1987. SHL is a listed company bearing CIN: L51100TN1982PLC124332 primarily engaged in the business of owning, operating and managing hotels under multiple divisions namely: (i) Indore business, (ii) Baroda business, (iii) Pune business (iv) Management business. The equity shares of SHL are listed and traded on the BSE Limited. On September 03, 2018 the registered office of SHL was shifted from Kala Ghoda, Sayaji Gunj, opposite Rajashree Talkies, Baroda, Gujarat, India, 390005 to F1 C2, in Sivavel Apartment, 2, Alagappa Nagar, Zamin Pallavaram, Chennai, Tamil Nadu, India, 600117.

#### **Ahilya Hotels Limited ('AHL')**

Ahilya Hotels Limited is an unlisted company which was incorporated as Ahilya Hotels Limited on September 05, 2000 bearing CIN: U55101TN2000PLC124333 with the Registrar of Companies, Gwalior under the provisions of the Companies Act, 1956. On September 03, 2018 the registered office of AHL was shifted from H-1, Scheme No – 54 Vijay Nagar, Indore, Madhya Pradesh, India, 452010 to F1 C2, Sivavel Apartment, 2, Alagappa Nagar, Zamin Pallavaram, Chennai, Tamil Nadu, India, 600117. AHL into the business of owning, operating and managing hotels.

#### **Sayaji Hotels (Vadodara) Limited ('SHVL')**

Sayaji Hotels (Vadodara) Limited is an unlisted public company which was incorporated as Sayaji Hotels (Vadodara) Limited on May 10, 2018 bearing CIN: U55209TN2018PLC122598 with the Registrar of Companies, Chennai under the provisions of the Companies Act, 2013. The Registered Office of the company, at present, is situated at (C2/F1), in Siva Vel Apartment, No. 2, Alagappa Nagar, Zamin Pallavaram, Chennai, Tamil Nadu, India, 600117. SHVL has filed application with Registrar of Companies to rename the company as "Sayaji Hotels (Indore) Limited". The Application is pending for approval with Registrar of Companies.

A handwritten signature in black ink, appearing to be 'Anil', with a horizontal line underneath it.



#### **Sayaji Hotels (Pune) Limited ('SHPL')**

Sayaji Hotels (Pune) Limited is an unlisted public company which was incorporated as Sayaji Hotels (Pune) Limited on May 10, 2018 bearing CIN: U55204TN2018PLC122599 with the Registrar of Companies, Chennai under the provisions of the Companies Act, 2013. The Registered Office of the company, at present, is situated at (C2/F1), in Siva Vel Apartment, No. 2, Alagappa Nagar, Zamin Pallavaram, Chennai, Tamil Nadu, India, 600117. SHPL is into the business to own, construct, run render technical advice in constructing, furnishing and running of, take-over, manage, carry on the business of motel, hotel, restaurant etc. and a WOS of SHL.

#### **Sayaji Hotels Management Limited ('SHML')**

Sayaji Hotels Management Limited is an unlisted public company, which was incorporated as Sayaji Hotels Management Limited on May 14, 2018 bearing CIN: U55205TN2018PLC122667 with the Registrar of Companies, Chennai under the provisions of the Companies Act, 2013. The Registered Office of the company, at present, is situated at (C2/F1), in Siva Vel Apartment, No. 2, Alagappa Nagar, Zamin Pallavaram, Chennai, Tamil Nadu, India, 600117. SHML is into the business to own, construct, run render technical advice in constructing, furnishing and running of, take-over, manage, carry on the business of motel, hotel, restaurant etc. and a Wholly Owned Subsidiary of SHL.

#### **IV. RECOMMENATIONS OF THE REGISTERED VALUER**

As stated above, we have reviewed copy of the Valuation Report dated December 04, 2021 issued by the Registered Valuer proposing the following Fair Equity Share Exchange Ratio for equity shares to be issued by the SHL to the Equity Shareholders of the AHL :

##### **For Merger of AHL into SHL**

*"274 (Two Hundred Seventy Four) equity shares of SHL of INR 10/- fully paid up for every 1,000 (One Thousand) equity shares of AHL of INR 10/- each fully paid up"*

As stated above, we have reviewed the Share Entitlement Report dated December 04, 2021 issued by the Registered Valuer proposing the following for determination of share entitlement ratio for allotment of equity shares and preference shares of Sayaji Hotels (Vadodara) Limited and Sayaji Hotels (Pune) Limited to the shareholders of Sayaji Hotels Limited in connection with, proposed demerger of Indore business, Baroda business and Pune business ('Business Undertaking') of SHL into SHVL and SHPL respectively, with effect from April 01, 2022 as the appointed date ("**Appointed Date**"). The Registered Valuer has proposed the following Share Entitlement Ratio for the proposed demerger of Baroda business, Pune business and Indore business (the "**Demerged Undertakings**") of SHL into Resulting Companies:

A handwritten signature in black ink, appearing to read 'Taru', is written over a horizontal line.





**For demerger of Indore business:**

*"For every 23 equity share of face value of INR 10 (Rupees Ten only) each held in SHL as on the record date, the equity shareholders of SHL shall be issued 4 equity shares of face value INR 10 (Rupees Ten only) each credited as fully paid-up in SHVL."*

*"For every 125,000-preference share of face value of INR 100 (Rupees Hundred only) each held in SHL as on the record date, the preference shareholders of SHL shall be issued 1 preference share of face value INR 100 (Rupees Hundred only) each credited as fully paid-up in SHVL"*

The shareholding of the ultimate beneficial owners of SHVL would be a mirror image of the shareholding of the proposed demerged company i.e. Sayaji Hotels Limited. Hence, valuation report is not required for the proposed demerger of Indore business of SHL into SHVL. As per SEBI Master Circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021, valuation report in connection with such demerger is not required as there is no change in the shareholding pattern of the resultant company (i.e. SHVL).

**For demerger of Baroda and Pune business:**

*"For every 23 equity share of face value of INR 10 (Rupees Ten only) each held in SHL as on the record date the equity shareholders of SHL shall be issued 4 equity shares of face value INR 10 (Rupees Ten only) each credited as fully paid-up in SHPL."*

*"For every 125,000 preference share of face value of INR 100 (Rupees Hundred only) each held in SHL as on the record date, the preference shareholders of SHL shall be issued 1 preference share of face value INR 100 (Rupees Hundred only) each credited as fully paid-up in SHPL."*

The shareholding of the ultimate beneficial owners of SHPL would be a mirror image of the shareholding of the proposed demerged company i.e. Sayaji Hotels Limited. Hence, valuation report is not required for the proposed demerger of Baroda and Pune business of SHL into SHPL. As per SEBI Master Circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021 valuation report in connection with such demerger is not required as there is no change in the shareholding pattern of the resultant company (i.e. SHPL).

**For merger of SHML into SHL:**

The shareholding of the ultimate beneficial owners of the 100% subsidiary company i.e. Sayaji Hotels Management Limited is a mirror image of the shareholding of the Sayaji Hotels Limited. Hence there is no separate valuation report required for the proposed merger of these two entities as per SEBI Master Circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021.

A handwritten signature in black ink, appearing to read 'Rishabh', is written over a horizontal line.

**V. OUR COMMENT ON PROPOSED FAIR EQUITY SHARE EXCHANGE RATIOS AND SHARE ENTITLEMENT RATIOS**

Our fairness opinion has been prepared based on the reports provided by the Registered Valuer and our exercise of the various qualitative factors relevant to Companies, having regard to information base, Management representations, key underlying assumptions and limitations.


On consideration of all the relevant factors and circumstances, we believe that the Fair Equity Share Exchange Ratio and Share Entitlement Ratios determined by the Registered Valuer is fair including from a financial stand point.

Thanking you.

**For Systematix Corporate Services Limited**  
**(SEBI Registration No. INM000004224)**



**Amit Kumar**  
**Senior Vice President**



**DCS/AMAL/MJ/R37/2265/2021-22**

**“E-Letter”**

**March 15, 2022**

The Company Secretary,  
**SAYAJI HOTELS LTD.**  
 F1 C2, Sivavel Apartment, 2 Alagappa Nagar,  
 Zamin Pallavaram,  
 Chennai, Tamil Nadu-600117.

Dear Sir,

**Sub: Observation letter regarding Composite Scheme of Amalgamation and Arrangement between Sayaji Hotels Limited and Ahilya Hotels Limited and Sayaji Hotels (Vadodara) Limited and Sayaji Hotels (Pune) Limited and Sayaji Hotels Management Limited and their respective Shareholders and Creditors.**

We are in receipt of the Draft Scheme of Arrangement of Sayaji Hotels Limited as required under SEBI Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017; SEBI vide its letter dated March 15, 2022, has inter alia given the following comment(s) on the draft scheme of Arrangement:

- “Company shall ensure that additional information and undertakings, if any, submitted by the Company, after filing the Scheme with the Stock Exchanges, and from the date of receipt of this letter is displayed on the websites of the listed company and the stock exchanges.”
- “Company shall ensure that it discloses all details of ongoing adjudication & recovery proceedings, prosecution initiated and all other enforcement action taken, if any, against the Company, its promoters and directors, before Hon’ble NCLT and shareholders, while seeking approval of the scheme.”
- “Company shall ensure that the information pertaining to all the Unlisted Companies involved in the scheme shall be included in the format specified for abridged prospectus as provided in Part E of Schedule VI of the SEBI (ICDR) Regulations, 2018, in the explanatory statement or notice or proposal accompanying resolution to be passed, which is sent to the shareholders for seeking approval”
- “Company shall duly comply with various provisions of the Circular.”
- “Company shall ensure that the financials in the scheme including financials considered for valuation report are not for period more than 6 months old.”
- “Company shall ensure that the details of the proposed scheme under consideration as provided by the Company to the Stock Exchange shall be prominently disclosed in the notice sent to shareholders.”
- “Company shall ensure that the proposed equity shares to be issued in terms of the “Scheme” shall mandatorily be in demat form only”.
- “Company shall ensure that no changes to the draft scheme except those mandated by the regulators/ authorities / tribunals shall be made without specific written consent of SEBI.”



- **“Company shall disclose all the details of all the actions taken/ initiated by SEBI or any other regulator against the Company, its directors/ promoters and promoter group in the petition to be filed before NCLT.”**
- **“Company shall ensure that the “Scheme” shall be acted upon subject to the applicant complying with the requisite sanctions and approvals mentioned in the scheme document.”**
- **“Company is advised that the observations of SEBI/Stock Exchanges shall be incorporated in the petition to be filed before National Company Law Tribunal (NCLT) and the company is obliged to bring the observations to the notice of NCLT.”**
- **“It is to be noted that the petitions are filed by the company before NCLT after processing and communication of comments/observations on draft scheme by SEBI/stock exchange. Hence, the company is not required to send notice for representation as mandated under section 230(5) of Companies Act, 2013 to SEBI again for its comments / observations / representations.”**

Accordingly, based on aforesaid comment offered by SEBI, the company is hereby advised:

- To provide additional information, if any, (as stated above) along with various documents to the Exchange for further dissemination on Exchange website.
- To ensure that additional information, if any, (as stated aforesaid) along with various documents are disseminated on their (company) website.
- To duly comply with various provisions of the circulars.

In light of the above, we hereby advise that we have no adverse observations with limited reference to those matters having a bearing on listing/de-listing/continuous listing requirements within the provisions of Listing Agreement, so as to enable the company to file the scheme with Hon'ble NCLT. Further, where applicable in the explanatory statement of the notice to be sent by the company to the shareholders, while seeking approval of the scheme, it shall disclose Information about unlisted companies involved in the format prescribed for abridged prospectus as specified in the circular dated March 10, 2017.

However, the listing of equity shares of Sayaji Hotels (Vadodara) Limited and Sayaji Hotels (Pune) Limited shall be subject to SEBI granting relaxation under Rule 19(2)(b) of the Securities Contract (Regulation) Rules, 1957 and compliance with the requirements of SEBI circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017. Further, Sayaji Hotels (Vadodara) Limited and Sayaji Hotels (Pune) Limited shall comply with SEBI Act, Rules, Regulations, directions of the SEBI and any other statutory authority and Rules, Byelaws, and Regulations of the Exchange.

The Company shall fulfill the Exchange's criteria for listing the securities of such company and also comply with other applicable statutory requirements. However, the listing of shares of Sayaji Hotels (Vadodara) Limited and Sayaji Hotels (Pune) Limited is at the discretion of the Exchange. In addition to the above, the listing of Sayaji Hotels (Vadodara) Limited and Sayaji Hotels (Pune) Limited pursuant to the Scheme of Arrangement shall be subject to SEBI approval and the Company satisfying the following conditions:

1. To submit the Information Memorandum containing all the information about Sayaji Hotels (Vadodara) Limited and Sayaji Hotels (Pune) Limited in line with the disclosure requirements applicable for public issues with BSE, for making the same available to the public through the website of the Exchange. Further, the company is also advised to make the same available to the public through its website.
2. To publish an advertisement in the newspapers containing all Sayaji Hotels (Vadodara) Limited and Sayaji Hotels (Pune) Limited in line with the details required as per the aforesaid SEBI



BSE Limited Registered Office: Floor 25, P J Towers, Dalal Street, Mumbai – 400 001, India  
 T : +91 22 2272 8045 / 8055 F : +91 22 2272 3457 www.bseindia.com  
 Corporate Identity Number: L67120MH2005PLC155188

circular no. CFD/DIL3/CIR/2017/21 dated March 10, 2017. The advertisement should draw a specific reference to the aforesaid Information Memorandum available on the website of the company as well as BSE.

3. To disclose all the material information about Sayaji Hotels (Vadodara) Limited and Sayaji Hotels (Pune) Limited on a continuous basis so as to make the same public, in addition to the requirements if any, specified in Listing Agreement for disclosures about the subsidiaries.
4. The following provisions shall be incorporated in the scheme:
  - i. The shares allotted pursuant to the Scheme shall remain frozen in the depository system till listing/trading permission is given by the designated stock exchange."
  - ii. "There shall be no change in the shareholding pattern of Sayaji Hotels (Vadodara) Limited and Sayaji Hotels (Pune) Limited between the record date and the listing which may affect the status of this approval."

Further you are also advised to bring the contents of this letter to the notice of your shareholders, all relevant authorities as deemed fit, and also in your application for approval of the scheme of Arrangement.

Kindly note that as required under Regulation 37(3) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the **validity of this Observation Letter shall be Six Months from the date of this Letter**, within which the scheme shall be submitted to the NCLT.

The Exchange reserves its right to withdraw its 'No adverse observation' at any stage if the information submitted to the Exchange is found to be incomplete / incorrect / misleading / false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Agreement, Guidelines/Regulations issued by statutory authorities.

Please note that the aforesaid observations does not preclude the Company from complying with any other requirements.

Further, it may be noted that with reference to Section 230 (5) of the Companies Act, 2013 (Act), read with Rule 8 of Companies (Compromises, Arrangements and Amalgamations) Rules 2016 (Company Rules) and Section 66 of the Act read with Rule 3 of the Company Rules wherein pursuant to an Order passed by the Hon'ble National Company Law Tribunal, a Notice of the proposed scheme of compromise or arrangement filed under sections 230-232 or Section 66 of the Companies Act 2013 as the case may be **is required to be served upon the Exchange seeking representations or objections if any.**

In this regard, with a view to have a better transparency in processing the aforesaid notices served upon the Exchange, the Exchange has **already introduced an online system of serving such Notice along with the relevant documents of the proposed schemes through the BSE Listing Centre.**

Any service of notice under Section 230 (5) or Section 66 of the Companies Act 2013 seeking Exchange's representations or objections if any, **would be accepted and processed through the Listing Centre only and no physical filings would be accepted.** You may please refer to circular dated February 26, 2019 issued to the company.

Yours faithfully,  
 Sd/-

**Prasad Bhide**  
**Manager**



**Date: 08.02.2022**

**To,  
The General Manager,  
Department of Corporate Services  
BSE Limited  
P.J. Towers, Dalal Street,  
Fort, Mumbai - 400 001.**

**Dear Sir,**

Ref: Application seeking approval under Regulation 37 of the SEBI (Listing Obligations and Disclosure Requirements), Regulations, 2015 ("Listing Regulations") for the proposed Composite Scheme of Amalgamation and Arrangement between Sayaji Hotels Limited and Ahilya Hotels Limited and Sayaji Hotels (Vadodara) Limited and Sayaji Hotels (Pune) Limited and Sayaji Hotels Management Limited and their respective shareholders and creditors ("the Scheme") under sections 230 to 232 and other applicable provisions of the Companies Act, 2013.

**Sub: Report on Complaints in terms of SEBI Master Circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021 ("SEBI Circular").**

This is in connection with the application made by the Company under Regulation 37 of the Listing Regulations regarding the proposed Scheme. In terms of the requirements of Part I (A)(6) of the SEBI Circular, the period of 21 days from the date of hosting the Draft Scheme along with documents specified under Part I (A) (2) of the SEBI Circular on the websites of BSE i.e. 17<sup>th</sup> January, 2022 has expired on 07<sup>th</sup> February, 2022, and we hereby submitting the 'Report on Complaints' on the said Scheme.

The Report on Complaints is also being uploaded on the website of the Company, as per requirement of said SEBI Circular.

We request you to kindly take the above on record.

Thanking you,

Yours Faithfully,

**FOR SAYAJI HOTELS LIMITED**

**RAOOF RAZAK DHANANI  
MANAGING DIRECTOR  
DIN: 00174654**

**SAYAJI HOTELS LTD. CORPORATE OFFICE**

Address: C/o Amber Convention Centre, Bypass Rd, Near Best Price,  
Hare Krishna Vihar, Nipania, Indore (MP) - 452010. | Phone No.: + 0731-4750000 | Email: info@sayajigroup.com  
Regd. Office: Fl C2 Sivavel Apartment, 2 Alagappa Nagar, Zamin Pallavaram, Chennai, (TN) - 600117  
CIN - L51100TN982PLC124332 | Phone No.: 044-29871174  
www.sayajihotels.com





### COMPLAINTS REPORT

Period of Complaints Report: 17<sup>th</sup> January, 2022 to 07<sup>th</sup> February, 2022

#### Part A

Sr. No.	Particulars	Number
1.	Number of complaints received directly	Nil
2.	Number of complaints forwarded by Stock Exchanges/ SEBI	Nil
3.	Total Number of complaints/comments received (1+2)	Nil
4.	Number of complaints resolved	Not Applicable
5.	Number of complaints pending	Not Applicable

#### Part B

Sr. No.	Name of complainant	Date of complaint	Status (Resolved/Pending)
	Not Applicable		

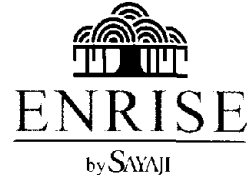
FOR SAYAJI HOTELS LIMITED

**RAOOF RAZAK DHANANI**  
**MANAGING DIRECTOR**  
**DIN: 00174654**

SAYAJI HOTELS LTD. CORPORATE OFFICE

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**Report explaining the effect of the Composite Scheme of Amalgamation and Arrangement between Sayaji Hotels Limited ('the Company') and Ahilya Hotels Limited and Sayaji Hotels (Vadodara) Limited and Sayaji Hotels (Pune) Limited and Sayaji Hotels Management Limited and their respective shareholders and creditors ('the Scheme') on Equity Shareholders (Promoter and Non-Promoter Shareholders), Key Managerial Personnel, Directors, Depositors, Creditors, Debenture holders, Deposit trustee, Debenture trustee and Employees of the Company**

**1. Effect of the Scheme on equity shareholders (promoters and non-promoters) of the Company:**

The Scheme does not have prejudicial effect on the equity shareholders (promoter and non-promoter shareholders) of the Company.

*For merger of Ahilya Hotels Limited ('AHL') into Sayaji Hotels Limited ('SHL')*

SHL (Transferee Company) will issue and allot 274 fully paid up equity share of INR 10/- each for every 1,000 fully paid up equity share of INR 10/- each held in AHL (Transferor Company) on the basis of the Independent valuation report obtained from Mr. Navin Khandelwal, Registered Valuer dated 4<sup>th</sup> December, 2021.

*For demerger of Indore business of Sayaji Hotels Limited ('SHL') into Sayaji Hotels (Vadodara) Limited ('SHVL')*

SHVL (Resulting Company 1) will issue and allot 4 fully paid up equity share of INR 10/- each for every 23 fully paid up equity share of INR 10/- each held in the SHL (Demerged Company) and the Resulting Company 1 will also issue and allot 1 fully paid up preference share of INR. 100/- each for every 1,25,000 fully paid up preference share of INR 100/- each held in the Demerged Company on the basis of the Share Entitlement Report obtained from Mr. Navin Khandelwal, Registered Valuer dated 4<sup>th</sup> December, 2021.

*For demerger of Baroda and Pune business of SHL into Sayaji Hotels (Pune) Limited ('SHPL')*

SHPL (Resulting Company 2) will issue and allot 4 fully paid up equity share of INR 10/- each for every 23 fully paid up equity share of INR 10/- each held in the SHL (Demerged Company) and the Resulting Company 2 will also issue and allot 1 fully paid up preference share of INR. 100/- each for every 1,25,000 fully paid up preference share of INR 100/- each held in the Demerged Company on the basis of the Share Entitlement Report obtained from Mr. Navin Khandelwal, Registered Valuer dated 4<sup>th</sup> December, 2021.

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www.sayajihotels.com

*For merger of Sayaji Hotels Management Limited ('SHML') into Sayaji Hotels Limited ('SHL')*

No shares would be issued in lieu or exchange of the holding in SHML since SHML is a wholly owned subsidiary of SHL and, the whole of the investment of SHL (Transferee Company) in the share capital of the SHML (Transferor Company 2) shall stand cancelled in the books of SHL.

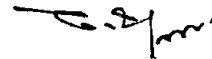
**2. Effect of the Scheme on Key Managerial Personnel ('KMPs') and directors of the Company:**

The Scheme does not have a prejudicial effect on the key managerial personnel and directors the Company as their rights are not sought to be modified in any manner.

**3. Effect of the Scheme on depositors, creditors, debenture holders, deposit trustee, debenture trustee and employees of the Company**

The Scheme does not have a prejudicial effect on the creditors and employees of the Company as their rights are not sought to be modified in any manner.

There are no depositors, debenture holders, deposit trustee and debenture trustees of the Company. Therefore there is no implications on them.



# AHILYA HOTELS LIMITED

**Report explaining the effect of the Composite Scheme of Amalgamation and Arrangement between Sayaji Hotels Limited and Ahilya Hotels Limited ('the Company') and Sayaji Hotels (Vadodara) Limited and Sayaji Hotels (Pune) Limited and Sayaji Hotels Management Limited and their respective shareholders and creditors ('the Scheme') on Equity Shareholders (Promoter and Non-Promoter Shareholders), Key Managerial Personnel, Directors, Depositors, Creditors, Debenture holders, Deposit trustee, Debenture trustee and Employees of the Company**

**1. Effect of the Scheme on equity shareholders (promoters and non-promoters) of the Company:**

The Scheme does not have prejudicial effect on the equity shareholders (promoter and non-promoter shareholders) of the Company.

*For merger of Ahilya Hotels Limited ('AHL') into Sayaji Hotels Limited ('SHL')*

Sayaji Hotels Limited (Transferee Company) will issue and allot 274 fully paid up equity share of INR 10/- each for every 1000 fully paid up equity share of INR 10 /- each held in AHL (Transferor Company 1) on the basis of the Independent valuation report obtained from Mr. Navin Khandelwal dated 04.12.2021.

**2. Effect of the Scheme on Key Managerial Personnel ('KMPs') and directors of the Company:**

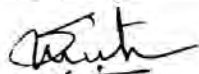
The Scheme does not have a prejudicial effect on the key managerial personnel and directors the Company as their rights are not sought to be modified in any manner.

**3. Effect of the Scheme on depositors, creditors, debenture holders, deposit trustee, debenture trustee and employees of the Company**

The Scheme does not have a prejudicial effect on the creditors and employees of the Company as their rights are not sought to be modified in any manner.

There are no depositors, debenture holders, deposit trustee and debenture trustees of the Company. Therefore, there is no implications on them.

**FOR AHILYA HOTELS LIMITED**



**SUCHITRA DHANANI  
DIRECTOR  
DIN: 00712187**



# SAYAJI HOTELS MANAGEMENT LIMITED

**Report explaining the effect of the Composite Scheme of Amalgamation and Arrangement between Sayaji Hotels Limited and Ahilya Hotels Limited and Sayaji Hotels (Vadodara) Limited and Sayaji Hotels (Pune) Limited and Sayaji Hotels Management Limited ('the Company') and their respective shareholders and creditors ('the Scheme') on Equity Shareholders (Promoter and Non-Promoter Shareholders), Key Managerial Personnel, Directors, Depositors, Creditors, Debenture holders, Deposit trustee, Debenture trustee and Employees of the Company**

**1. Effect of the Scheme on equity shareholders (promoters and non-promoters) of the Company:**

The Scheme does not have prejudicial effect on the equity shareholders (promoter and non-promoter shareholders) of the Company.

*For merger of Sayaji Hotels Management Limited ('SHML') into Sayaji Hotels Limited ('SHL')*

No shares would be issued in lieu or exchange of the holding in SHML since SHML is a wholly owned subsidiary of SHL and, the whole of the investment of SHL (Transferee Company) in the share capital of the SHML (Transferor Company 2) shall stand cancelled in the books of SHL.

**2. Effect of the Scheme on Key Managerial Personnel ('KMPs') and directors of the Company:**

The Scheme does not have a prejudicial effect on the key managerial personnel and directors the Company as their rights are not sought to be modified in any manner.

**3. Effect of the Scheme on depositors, creditors, debenture holders, deposit trustee, debenture trustee and employees of the Company**

The Scheme does not have a prejudicial effect on the creditors and employees of the Company as their rights are not sought to be modified in any manner.

There are no depositors, debenture holders, deposit trustee and debenture trustees of the Company. Therefore, there are no implications on them.

**For and on behalf of Sayaji Hotels Management Limited**

  
Suchitra Dhanani  
Director  
DIN: 00712187



# SAYAJI HOTELS (PUNE) LIMITED

**Report explaining the effect of the Composite Scheme of Amalgamation and Arrangement between Sayaji Hotels Limited and Ahilya Hotels Limited and Sayaji Hotels (Vadodara) Limited ('the Company') and Sayaji Hotels (Pune) Limited and Sayaji Hotels Management Limited and their respective shareholders and creditors ('the Scheme') on Equity Shareholders (Promoter and Non-Promoter Shareholders), Key Managerial Personnel, Directors, Depositors, Creditors, Debenture holders, Deposit trustee, Debenture trustee and Employees of the Company**

**1. Effect of the Scheme on equity shareholders (promoters and non-promoters) of the Company:**

The Scheme does not have prejudicial effect on the equity shareholders (promoter and non-promoter shareholders) of the Company.

*For demerger of Baroda and Pune business of Sayaji Hotels Limited ('SHL') into Sayaji Hotels (Pune) Limited ('SHPL')*

SHPL (Resulting Company 2) will issue and allot 4 fully paid up equity share of INR 10/- each for every 23 fully paid up equity share of INR 10/- each held in the SHL (Demerged Company) and the Resulting Company 2 will also issue and allot 1 fully paid up preference share of INR. 100/- each for every 1,25,000 fully paid up preference share of INR 100/- each held in the Demerged Company on the basis of the Share Entitlement Report obtained from Mr. Navin Khandelwal dated 04.12.2021.

**2. Effect of the Scheme on Key Managerial Personnel ('KMPs') and directors of the Company:**

The Scheme does not have a prejudicial effect on the key managerial personnel and directors the Company as their rights are not sought to be modified in any manner.

**3. Effect of the Scheme on depositors, creditors, debenture holders, deposit trustee, debenture trustee and employees of the Company**

The Scheme does not have a prejudicial effect on the creditors and employees of the Company as their rights are not sought to be modified in any manner.

There are no depositors, debenture holders, deposit trustee and debenture trustees of the Company. Therefore, there are no implications on them.

**For and on behalf of Sayaji Hotels (Pune) Limited**

  
Suchitra Dhanani  
Director  
DIN: 00712187





# SAYAJI HOTELS (VADODARA) LIMITED

**Report explaining the effect of the Composite Scheme of Amalgamation and Arrangement between Sayaji Hotels Limited and Ahilya Hotels Limited and Sayaji Hotels (Vadodara) Limited ('the Company') and Sayaji Hotels (Pune) Limited and Sayaji Hotels Management Limited and their respective shareholders and creditors ('the Scheme') on Equity Shareholders (Promoter and Non-Promoter Shareholders), Key Managerial Personnel, Directors, Depositors, Creditors, Debenture holders, Deposit trustee, Debenture trustee and Employees of the Company**

## **1. Effect of the Scheme on equity shareholders (promoters and non-promoters) of the Company:**

The Scheme does not have prejudicial effect on the equity shareholders (promoter and non-promoter shareholders) of the Company.

*For demerger of Indore business of Sayaji Hotels Limited ('SHL') into Sayaji Hotels (Vadodara) Limited ('SHVL')*

SHVL (Resulting Company 1) will issue and allot 4 fully paid up equity share of INR 10/- each for every 23 fully paid up equity share of INR 10/- each held in the SHL (Demerged Company) and the Resulting Company 1 will also issue and allot 1 fully paid up preference share of INR. 100/- each for every 1,25,000 fully paid up preference share of INR 100/- each held in the Demerged Company on the basis of the Share Entitlement Report obtained from Mr. Navin Khandelwal dated 04.12.2021.

## **2. Effect of the Scheme on Key Managerial Personnel ('KMPs') and directors of the Company:**

The Scheme does not have a prejudicial effect on the key managerial personnel and directors the Company as their rights are not sought to be modified in any manner.

## **3. Effect of the Scheme on depositors, creditors, debenture holders, deposit trustee, debenture trustee and employees of the Company**

The Scheme does not have a prejudicial effect on the creditors and employees of the Company as their rights are not sought to be modified in any manner.

There are no depositors, debenture holders, deposit trustee and debenture trustees of the Company. Therefore, there are no implications on them.

**For and on behalf of Sayaji Hotels (Vadodara) Limited**

  
Suchitra Dhanani  
Director  
DIN: 00712187



## OUTSTANDING LITIGATION AND MATERIAL DEVELOPMENTS

### (A) Litigation involving SHL and its Promoters & Promoter Group and Directors

#### *Actions by statutory/ regulatory authorities against SHL*

- 1) An order bearing reference WTM/PS/101/CFD/DEC/2015 dated December 10, 2015, was issued by SEBI in respect of SHL in the matter of non-compliance with the requirements of minimum public shareholding norms by listed companies. During February 2013, one of the promoters of SHL, Raoof Dhanani (who is also a Promoter and a Director of our Company) had acquired 27.16% shareholding of SHL from Clearwater Capital Partners Cyprus Limited. The said acquisition triggered an open offer under the Takeover Regulations. Accordingly, the open offer was undertaken and it was completed on September 11, 2013. However, pursuant to the said open offer, the total promoters' shareholding in SHL increased to 79.90%, thereby breaching the requirement of maintaining minimum public shareholding of 25% under rule 19A of the SCRR. Such fall in public shareholding occurred on October 3, 2013. Thereafter, SHL failed to increase its public shareholding to 25% within the prescribed period of 12 months from the date of fall in minimum public shareholding, under rule 19A (2) of the SCRR. Accordingly, SEBI passed the aforesaid order, (a) directing freezing of voting rights and corporate benefits like dividend, rights, bonus shares and split with respect to the excess of proportionate promoter/ promoter group shareholding; (b) prohibiting the promoters/ promoter group members of SHL and directors of SHL from directly/ indirectly dealing in securities of SHL, except for complying with minimum public shareholding requirements; and (c) prohibiting the promoter/ promoter group shareholders of SHL and the directors of SHL from holding any new position as a director in any listed company, till such time that SHL met the minimum public shareholding requirements.

The aforesaid order issued by SEBI was subsequently vacated by SEBI order bearing reference WTM/PS/38/CFD/MAY/2016 dated May 17, 2016, whereby SEBI noted that the promoters had divested (a) 3.61% shareholding of SHL through an offer for sale on February 12, 2016; and (b) 1.37% shareholding of SHL through offers for sale on March 2, 2016 and March 3, 2016, thereby reducing promoter shareholding in SHL to 74.93%, and bringing SHL in compliance with the minimum public shareholding limits prescribed under the SCRR. However, in light of the delayed compliance with the minimum public shareholding requirements, SEBI referred the matter for adjudication, and stated that an adjudicating officer shall be appointed by SEBI to conduct an inquiry as per law. SEBI issued a show cause notice bearing reference EAD/NP/AS/OW/11093/1/2017 dated May 17, 2017 directing SHL to show cause within 15 days from the date of receipt of the show cause notice as to why an enquiry should not be held against SHL under section 23E of the SCRA for its failure to comply with listing conditions.

SHL replied to the show cause notice on June 21, 2017. Subsequently, SEBI issued an adjudication order no. EAD/SR/SM/AO/01/2017-18 dated September 29, 2017 against SHL, imposing a penalty of ₹1.20 million on SHL. SHL paid the penalty on November 9, 2017.

- 2) SHL received a show cause notice bearing reference SEBI/HO/EAD/EAO/OW/P/2017/3582/1 dated February 15, 2017 issued by SEBI in relation to (a) failure of SHL to report acquisition of 725,000 shares of SHL by Ahilya Hotels Limited on March 2, 2006 under Regulation 13(1) of the SEBI Insider Trading Regulations, 1992 to the stock exchanges; and (b) failure of SHL to report sale of 600,000 shares of SHL by Aries Hotels Private Limited on September 6, 2005 under Regulation 13(3) of the SEBI Insider Trading Regulations, 1992 to the stock exchanges. SEBI directed SHL to reply to the show cause notice within 14 days from the date of receipt of the show cause notice, failing which the matter would be proceeded with on the basis of the evidence on record. SHL replied to the show cause notice on April 29, 2017, stating that while SHL

Sayaji Hotels (Indore) Limited  
  
 Director

FOR AHILYA HOTELS LIMITED.

  
 DIRECTOR


FOR SAYAJI HOTELS (PUNE) LIMITED

  
 DIRECTOR

FOR SAYAJI HOTELS MANAGEMENT LIMITED

  
 DIRECTOR

FOR SAYAJI HOTELS LIMITED

  
 DIRECTOR



was in compliance with the reporting requirements, it was unable to trace the copies of intimations made to the stock exchanges. Subsequently, SEBI issued an adjudication order no. RA/DPS/287/2018 dated January 31, 2018, directing SHL to pay a penalty of ₹1.50 million, within 45 days of receipt of the said adjudication order. SHL paid the amount on March 13, 2018.

- 3) SHL received an email dated November 17, 2020 from BSE in relation to non-compliances with Regulation 13(3), 27(2), 31, 17(1), 17(1A), 17(2A), 18(1), 19(1)/19(2), 20(2)/(2A), 21(2) and 28(1) of the SEBI Listing Regulations. BSE directed SHL to ensure compliance with the regulations and also pay a fine aggregating to ₹0.33 million within 15 days from the date of the letter. SHL replied to BSE on November 23, 2020, stating that SHL is already in compliance with the regulatory requirements and requested BSE to waive the fine imposed. The Company's waiver request was approved by BSE and the same matter was disposed of by BSE through email dated 10.05.2021.
- 4) SHL received an email dated August 18, 2020 from BSE wherein BSE directed SHL to pay a fine of ₹0.09 million for non-submission of the financial results for the quarter and year ended March 31, 2020 as per Regulation 33 of the SEBI Listing Regulations. BSE directed that the fine along with financial results for the said period be submitted within 15 days from the date of the email. SHL replied to the notice on August 26, 2020 requesting BSE to waive the penalty and provide time till September 30, 2020 to submit the consolidated financial results for the quarter and year ended March 31, 2020. Pursuant to this, the promoters of SHL, including Suchitra Dhanani and Raof Dhanani received an email dated November 4, 2020 informing them that in case the fine outstanding as on November 4, 2020 was not paid by SHL, BSE would proceed to freeze the demat accounts of the promoters of SHL within 10 days from the date of the communication. SHL replied to BSE on November 10, 2020 requesting that no action be taken relating to freezing of the holding of the promoters and levying the penalty. The Company's waiver request was partly approved by BSE through email dated 27.07.2021. SHL paid the amount of ₹0.2596 million on 11.11.2021. The matter was disposed of.
- 5) SHL received an email dated August 20, 2020 from BSE in relation to Regulations 17(1), 17(1A), 18(1), 19(1), 19(2), 20(2)/(2A) and 21(2) of the SEBI Listing Regulations, relating to certain non-compliances with the requirements pertaining to (a) the composition of the board of directors of SHL; and (b) the constitution of the stakeholder relationship committee. BSE directed SHL to ensure compliance with the regulations and also pay a fine aggregating to ₹0.75 million within 15 days from the date of the email. SHL replied to BSE on September 1, 2020 requesting BSE to waive the fine imposed. The Company's waiver request was approved by BSE and the same matter was disposed of by BSE through email dated 10.05.2021.
- 6) SHL received an email dated October 16, 2020 from BSE wherein BSE directed SHL to pay a fine of ₹0.18 million for non-submission of the consolidated financial results for the quarter ended June 30, 2020 as per Regulation 33 of the SEBI Listing Regulations. BSE directed that the fine along with financial results for the said quarter be submitted within 15 days from the date of the email. SHL replied to the notice on October 24, 2020 requesting BSE to waive the penalty and provide time till November 15, 2020 to submit the consolidated financial results for the quarter ended June 30, 2020. The Company's waiver request was partly approved by BSE through email dated 27.07.2021. SHL paid the amount of ₹0.2596 million on 11.11.2021. The matter was disposed of.
- 7) SHL and the promoters of SHL, including Suchitra Dhanani and Raof Dhanani received an email dated December 30, 2020 informing the promoters that in case a fine outstanding as on December 30, 2020 (i.e., ₹0.14 million) is not paid by SHL in relation to non-compliance of Regulation 33 of the SEBI Listing Regulations by SHL for not submitting the financial results for the quarter ending September 30, 2020, BSE would proceed to freeze the demat accounts of the promoters of SHL within 10 days from the date of the communication. SHL replied to the email requesting that no action be taken relating to freezing of the holding of the promoters and levying the penalty as SHL had completed the submission on December 12, 2020. SHL replied to BSE and requested to waive the fine imposed. The Company's waiver request was approved by BSE and the same matter was disposed of by BSE through email dated 19.07.2021.

Sayaji Hotels (Indore) Limited

  
Director

DR SAYAJI HOTELS MANAGEMENT LIMITED

  
DIRECTOR

FOR AHILYA HOTELS LIMITED.

  
DIRECTOR

FOR SAYAJI HOTELS LIMITED

  
DIRECTOR

FOR SAYAJI HOTELS (PUNE) LIMITED

  
DIRECTOR

### Other pending litigation involving SHL

FOR SAYAJI HOTELS MANAGEMENT LIMITED

- 1) State Bank of India, Itarsi branch, filed a civil suit dated February 13, 2017 before the First Civil Judge Class-1, Itarsi ("SBI") against SHL, Bank of India, Itarsi branch ("BoI") and Sunil Gopal Rao initiating recovery proceedings. It is alleged by SBI that SHL had submitted a cheque of an amount of Rs. 0.90 million in favour of Sunil Gopal Rao at its Itarsi branch, which was honoured as per the instructions of SHL and the amount was remitted to the collecting bank of Sunil Gopal Rao, viz, BoI. It has been further alleged by SBI, that upon receipt of complaint from SHL informing that SHL had not issued any such cheque, it returned the amount debited from SHL's account to SHL. Further, SBI simultaneously requested BoI to remit the amount back to SBI alleging that BoI had defaulted in conducting the proper KYC checks on their account holder, i.e Sunil Gopal Rao. SBI further alleged that in spite of repeated requests, BoI did not return the said amount, and hence this suit was filed by SBI for recovering an amount of Rs. 0.90 million from BoI. Separately, SBI has also prayed that SHL and Sunil Gopal Rao be liable to pay an interest of 18% on the said amount. The matter is currently pending.

Sayaji Hotels (Indore) Limited

- 2) SHL filed a writ petition no. 594/2015 against Indore Municipal Corporation, acting through the Commissioner of Nagar Palika Nigam, Indore and the Building officer, Zone 7, Indore Municipal Corporation, Nagar Palika, Indore ("Building Officer"), before the Hon'ble High Court of Judicature of Madhya Pradesh bench at Indore. SHL filed the writ petition against the order of the Building Officer issued on January 21, 2015 directing SHL to demolish the restaurant operated in the name of 'Mediterra' on the eighth floor of the hotel building owned by SHL as the same was illegal and was constructed without permission. SHL had prayed, inter alia, a joint inspection to be conducted in its presence and a joint inspection report should be prepared. The Hon'ble High Court pursuant to its order dated April 19, 2017 ordered for conducting a joint inspection. The joint inspection report dated May 7, 2017 was prepared by the Building Officer along with SHL. The matter is currently pending before High Court, Indore bench.

FOR SAYAJI HOTELS LIMITED

- 3) On April 10, 2010, one of the guest, Tabassum Ahmed, was found dead in the steam room of the Indore hotel of SHL. A diary copy no. 774(A) was filed by the Vijay Nagar police station before the magistrate first class against certain employees of SHL. The trial is currently pending. The employees of SHL filed a petition no. 7921/2010 with the High Court of Madhya Pradesh, Principal seat at Jabalpur, Indore Bench, pending trial in the court of Magistrate First Class, praying that the FIR and subsequent proceedings against them should be quashed. The High Court through its order dated February 9, 2016 dismissed the petition stating that there is no abuse of judicial process and the merits of the matter will be decided by the trial court. Matter is currently pending before District Court, Indore.

FOR SAYAJI HOTELS (PUNE) LIMITED

- 4) SHL filed a criminal complaint on May 27, 2016 before the First Class Judicial Magistrate, Indore against Mayank Chinchvadkar under section 138 of the Negotiable Instruments Act, 1881 for recovering an amount of Rs. 0.04 million due against hotel services. The matter is currently pending.
- 5) SHL filed a criminal complaint on April 19, 2017 before the First Class Judicial Magistrate, Indore against Alok Gupta under section 138 of the Negotiable Instruments Act, 1881 for recovering an amount of Rs. 0.20 million due against hotel services. The matter is currently pending.
- 6) SHL filed a criminal complaint on July 26, 2017 before the First Class Judicial Magistrate, Indore against Hussani Mansavala under section 138 of the Negotiable Instruments Act, 1881 for recovering an amount of Rs. 0.06 million due against hotel services. The matter is currently pending.

For AHILYA HOTELS LIMITED,

- 7) SHL has filed a FIR against their employees Mr. Anil Sawle, Mr. Amit Tiwari, Suman Chaudhry & Satveer Singh for the cash fraud done by them involving sum of Rs 2.1 million. The matter is currently pending.
- 8) SHL received show cause notices dated August 23, 2011 and August 26, 2014 issued by the IDA directing SHL to show cause as to why the lease agreement dated June 29, 1994 executed between SHL and IDA for property situated at Plot H-1, Scheme No. 54, MR 10, Vijaynagar, Indore, Madhya Pradesh ("IDA Lease



Agreement") should not be cancelled, for reasons which include, inter alia, sale of shops constructed on the said property by SHL, in breach of the terms of the IDA Lease Agreement. Pursuant to resolution No. 237 dated November 29<sup>th</sup>, 2017, the IDA cancelled the allotment of the said plot and the IDA Lease Agreement, and issued an order dated December 20, 2017 to SHL informing it of such cancellation. SHL filed a writ petition dated 2<sup>nd</sup> January 2018 before the High Court of Madhya Pradesh. The High Court of Madhya Pradesh (Indore Bench) passed an order dated 16<sup>th</sup> July 2018 and dismissed the petition filed by SHL. Being aggrieved by the order, SHL filed Writ Appeal on 11<sup>th</sup> September 2018 against the order. During this period, the State of MP has framed rules for mitigation of lease terms/compounding and further amended the said rules on 9<sup>th</sup> April 2021 due to which SHL also became eligible under the said rules to apply for compounding/ mitigation and hence on 13<sup>th</sup> July 2021 SHL applied to IDA for compounding of alleged violations of the lease deed. On 8<sup>th</sup> March 2022, High Court, Indore bench admitted the Writ Appeal and further directed IDA to decide the compounding application of SHL within a period of 4 weeks. Personal hearing has been done on 29<sup>th</sup> March 2022 before the IDA regarding the compounding application and order is awaited.

9) IDA has also initiated proceedings under the Lok Parishad Bedakhali Adhinyam for evicting SHL from the premises under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971. However, the High Court of Madhya Pradesh, Indore bench, vide order dated November 30, 2018, has granted interim relief to SHL and held that IDA cannot evict SHL without the leave of the court. SHL has filed its objections before the Lok Parishad Bedakhali Adhinyam. The matter is currently pending.

10) SHL received a notice issued by FSSAI Department, Raipur for the paneer quality issue. A sample of 500 gm Loose Paneer was taken by the concerned department on January 3, 2019. The result of this test was given on January 21, 2019, stating the sample to be of "Sub - Standard". After that an apology letter was sent to the Designated officer (Food & Safety Department) which was rejected by him and the case was transfer to the Additional District Magistrate & Adjudicating Officer. The matter is currently pending.

11) Mr. Gaurav Maheshwari has filed a complaint before The Hon'ble State Consumer Disputes Redressal Commission, Bhopal (MP) against the SHL. Mr. Gaurav Maheshwari has booked a marriage package including decoration and food for marriage which was to be held on December 12, 2014 at Greenwood lawn, Sayaji (Bhopal). But due to the torrential rains on the function day the entire function was shifted to Kebab Ville restaurant and was successfully managed by the staff of SHL Bhopal, but Mr. Gaurav Maheshwari was not satisfied with the services and filed a complaint before Consumer Disputes Redressal Commission demanding Rs 5 million as a compensation for his marriage function. The matter is currently pending.

12) SHL has received a notice dated December 19, 2019 from Mr. Dattu Waman Gawade. SHL has a land in Pune Survey no- 136/ 1A/ 2 & 5 - total area is 5200 Sq feet, which was belonging to Gitabai Mhadu Kalate till 1961. On 16/06/1961 plot was purchased by Mr. Vishnu Yeshu Gawade. Mr. Vishnu Yeshu Gawade dies on 15/04/1969 and his elder son Mr. Dhondu Vishnu Gawade sold the plot to Mr. Popat Gangaram Pansare & Mr. Abdul Vahab Abdul Hamdule as HUF in 1984 and SHL purchased the plot from them. Mr. Vishnu Yeshu Gawade's younger son Mr. Waman Vishnu Gawade and daughter Mrs. Bayabai Laxman Kale claims their share in property and for the same reason SHL has received a legal notice. The matter is currently pending before SDO, Pimpri Chinchwad, Pune.

13) Madhya Pradesh Paschim Kshetra Vidyut Vitaran Company Limited (MPPKVVCL) has issued Letter No. SE HT Billing Cell/1043/1044 dated 28.08.2018 and added demand of Rs.16.23 million in October-18 electricity bill on the basis that solar adjustment to be credited to consumer in respective TOD (time of the day) manner with retrospective effect. SHL has paid the entire demand raised vide above referred notice. SHL has also challenged the said notice and currently this matter is pending before High Court, Indore.

14) Mr. Ashok Malhotra's Club Membership was terminated due to disciplinary issues

FOR SAYAJI HOTELS MANAGEMENT LIMITED



DIRECTOR

Sayaji Hotels (Indore) Limited



Director

FOR SAYAJI HOTELS LIMITED



DIRECTOR

FOR SAYAJI HOTELS (PUNE) LIMITED



DIRECTOR

FOR AHILYA HOTELS LIMITED,



DIRECTOR

which has been challenged by him before the District Court, Indore. This matter is currently pending.

- 15) Indore Municipal Corporation has raised demand of Rs.5.51 million towards penalty on account of short payment of property tax. Appeal filed before Mayor-in-Council, Indore Municipal Corporation has been decided against the company. SHL has challenged this order before High Court, Indore. The matter is currently pending.
- 16) Joint Registrar of Stamps, Pune passed order for demand of Rs.3.24 million alleging that company has paid short stamp duty under the Maharashtra Stamp Duty Act, 1958. SHL has paid the entire demand amount. SHL has filed appeal before Inspector General of Registration, Chief Controlling Revenue Authority, Pune. Matter is currently pending before the authority.
- 17) Mr. Jagdish Singh, ex-employee of SHL, filed case before labour court regarding claim of gratuity payment & other dues. Amount involved Rs.0.275 million. The matter is currently pending.
- 18) Mr. Prabhat Boke, ex-employee of SHL, filed case before labour court regarding claim of termination benefits. Amount involved Rs.0.07 million. Matter is currently pending before labour court, Indore.
- 19) Mr. Jayveer Singh, ex-employee of SHL, filed case before labour court regarding claim of gratuity payment & other dues. Amount involved Rs.1.07 million. Matter is currently pending before labour court.
- 20) Mr. Rambahadur Singh, ex-employee of SHL, filed case before labour court regarding claim of gratuity payment & other dues. Amount involved Rs.0.24 million. Matter is currently pending before labour court.
- 21) Mr. Dharmendra Singh, ex-employee of SHL, filed case before labour court regarding claim of gratuity payment & other dues. Amount involved Rs.0.28 million. Matter is currently pending before labour court.

#### ***Tax proceedings involving SHL***

<b>Nature of Tax Proceedings</b>	<b>Number of cases</b>	<b>Tax Amount involved (in million)</b>
Direct Tax	12	23.13
Indirect Tax	8	7.65

#### ***Litigation involving our Promoters & Promoters Group –***

##### ***Actions by statutory/ regulatory authorities against Promoters & Promoters' Group***

- 1) The promoters and promoter group members of Sayaji Hotels Limited (SHL), received a show cause notice bearing reference SEBI/HO/EAD/EAO/OW/P/2017/272/1 dated January 4, 2017 issued by SEBI, in the matter of alleged irregularities in the shares of SHL. The show cause notice was issued in relation to -

(i) failure of (late) Sajid Dhanani to make an open offer for acquisition of 0.40% shareholding of SHL (while he held 57.37% shareholding in SHL) during April to June 2005 under Regulation 11(2) of the Takeover Regulations, 1997;

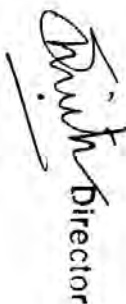
(ii) failure of (late) Sajid Dhanani, Suchitra Dhanani, Anisha Dhanani, Aries Hotels Private Limited and Alishan Computer System Private Limited to report the divestment of 15.34% shareholding of SHL between July to September 2005 under Regulation 7(1A) of the Takeover Regulations, 1997;

DR SAYAJI HOTELS MANAGEMENT LIMITED



DIRECTOR

Sayaji Hotels (Indore) Limited



Director

FOR SAYAJI HOTELS LIMITED



DIRECTOR

FOR SAYAJI HOTELS (PUNE) LIMITED



DIRECTOR

FOR AHILYA HOTELS LIMITED



DIRECTOR



FOR SAYAJI HOTELS MANAGEMENT LIMITED



DIRECTOR

(iii) failure of (late) Sajid Dhanani and Ahilya Hotels Limited to make an open offer and disclosures for acquisition of 10.52% shareholding of SHL during January to March 2006 under Regulations 7(1A) and 11(1) of the Takeover Regulations, 1997; and

(iv) failure of Suchitra Dhanani to disclose change in her shareholding in SHL from 7.63% to 2.54% under Regulation 13(3) of the SEBI Insider Trading Regulations, 1992.

SEBI directed them to reply to the show cause notice within 14 days from the date of receipt of the show cause notice, failing which the matter would be proceeded with on the basis of the evidence on record. Ahilya Hotels Limited [on behalf of the all promoters and promoter group members], replied to the said show cause notice on May 2, 2017.

SEBI through its adjudication order no. RA/DPS/338-379/2018 dated March 28, 2018 imposed penalties of ₹31.00 million on all the promoters and promoter group members; and ₹0.50 million on Suchitra Dhanani for a separate violation. They then filed an appeal (no. 281 of 2018) with the Securities Appellate Tribunal. During the pendency of the appeal, a settlement application was filed before SEBI under SEBI (Settlement Proceeding) Regulations, 2018. SEBI allowed the settlement application pursuant to which the settlement amount of ₹35.19 million (including interest) has been paid by the them on September 30, 2019. Consequently, pursuant to an order dated October 22, 2019, the Securities Appellate Tribunal disposed of the appeal.

Sayaji Hotels (Indore) Limited



Director

FOR SAYAJI HOTELS LIMITED

2)

Raof Dhanani received a show cause notice bearing reference SEBI/HO/EAD/EAO/OW/P/2017/277/1 dated January 4, 2017 issued by SEBI, in relation to violation of Regulations 22(1) and 24(1) of the Takeover Regulations, 2011 during an open offer by Raof Dhanani and certain persons acting in concert with him in February 2013, by (a) undertaking an acquisition of shares of SHL attracting the obligation of making an open offer during the open offer period, before the expiry of 21 days from the date of the public statement; and (b) appointing Raof Dhanani as an additional director of SHL during the open offer period, each without depositing 100% of the consideration payable under the open offer in escrow (assuming full acceptance of the open offer). SEBI subsequently issued an adjudication order no. RA/DPS/308/2018 dated February 23, 2018, directing Raof Dhanani to pay a penalty of ₹1.60 million within 45 days of receipt of the said adjudication order. Raof Dhanani has paid the penalty within the prescribed time period set out in the said adjudication order.

FOR SAYAJI HOTELS (PUNE) LIMITED

3)

Raof Dhanani, Anisha Dhanani, Sumera Dhanani, Sadiya Dhanani, Saba Dhanani [Dhanani's] and certain erstwhile promoters and promoter group members of Liberty Phosphate Limited (the Noticees), which subsequently merged with Coromandel International Limited received a common show cause notice bearing reference number EAD-5/ADJ/ASK/AA/OW/18543/2014 dated June 27, 2014 issued by SEBI, in relation to violation of Regulation 11(1) read with Regulation 14(1) of the Takeover Regulations, 1997 for failure to make a public announcement on acquisition of shares exceeding the prescribed thresholds. SEBI directed the noticees to reply to the show cause notice within 14 days from the date of receipt of the show cause notice. Further, SEBI also issued individual show cause notices to the Dhanani's and erstwhile promoters and promoter group members of Liberty Phosphate Limited. The individual show cause notice dated June 27, 2014 issued to Dhanani's bearing reference number EAD-5/ADJ/ASK/AA/OW/18536/2014 in which SEBI directed them to reply to the show cause notice within 14 days from the date of receipt of the show cause notice, failing which the matter would be proceeded with on the basis of the evidence on record. Pursuant to the provisions

FOR AHILYA HOTELS LIMITED



DIRECTOR



DIRECTOR

FOR SAYAJI HOTELS MANAGEMENT LIMITED



DIRECTOR

Sayaji Hotels (Indore) Limited



Director

FOR SAYAJI HOTELS LIMITED



DIRECTOR

FOR SAYAJI HOTELS (PUNE) LIMITED



DIRECTOR

FOR AHILYA HOTELS LIMITED.



DIRECTOR

of the Securities and Exchange Board of India (Settlement of Administrative and Civil Proceedings) Regulations, 2014, All the Noticee along with certain erstwhile promoters and promoter group members of Liberty Phosphate Limited filed a common consent application no. 2905 of 2014 on October 8, 2014 and a rectified consent application on November 12, 2014 before SEBI in relation to the common show cause notice and the individual show cause notices. Further, Raof Dhanani issued a letter dated December 3, 2016 to SEBI, in response to the said show cause notice, requesting SEBI to drop the alleged charges. SEBI rejected the consent application vide letter dated February 18, 2016, for failure of the noticees to submit details in relation to the necessary disclosures under the SEBI Insider Trading Regulations, 1992, which were required to be made by the noticees in relation to the trades referred to in the show cause notices. Subsequently, vide order dated July 25, 2016, the Securities Appellate Tribunal permitted SEBI to withdraw the letter dated February 18, 2016 issued to the noticees. Thereafter, pursuant to letter dated July 29, 2016 issued by the noticees to SEBI, the noticees requested SEBI to pass an appropriate consent order in the matter, assuming non-compliance with the SEBI Insider Trading Regulations, 1992. Subsequently, pursuant to adjudication proceedings initiated by SEBI against the noticees, personal hearings were held on October 18, 2016 and December 5, 2016. Thereafter, the noticees were directed by SEBI to appear for an internal committee meeting on July 25, 2017, and to submit the revised settlement terms during the meeting itself. By way of form F dated July 26, 2017, the noticees submitted a revised settlement application for ₹22.13 million in relation to the common consent application.

Subsequently, pursuant to an email dated October 12, 2017, SEBI accepted the settlement application no. 2905 of 2014 filed in the matters and directed the applicants to comply with the non-monetary terms, if any, and pay an aggregate amount of ₹22.13 million towards settlement charges to the SEBI. The applicants paid the settlement charges and through its settlement order dated November 1, 2017, SEBI disposed of the adjudication proceedings initiated against the applicants through its show cause notices dated June 27, 2014.

4) Liberty Phosphate Limited (which subsequently merged with Coromandel International Limited), Raof Dhanani, and other directors and compliance officers of Liberty Phosphate Limited received a show cause notice bearing reference EAD-2/PU/13355/2015 dated May 12, 2015 issued by SEBI. Pursuant to the show cause notice, Raof Dhanani and other directors and compliance officers of Liberty Phosphate Limited were directed to show cause within 14 days of receipt of the show cause notice, why an inquiry should not be held against them and penalty should not be imposed for violation of Clause 1.2 of the code of conduct specified under Part A of the Schedule I of the SEBI Insider Trading Regulations, 1992 read with Regulation 12(1) of the SEBI Insider Trading Regulations, 1992. Certain noticees, including Raof Dhanani, jointly filed a consent application on July 20, 2015 before SEBI.

Subsequently, pursuant to an email dated October 12, 2017, SEBI accepted the settlement application no. 2988 of 2015 filed in the matter and directed the applicants to comply with the non-monetary terms, if any, and pay an aggregate amount of ₹1.36 million towards settlement charges to the SEBI. The applicants paid the settlement charges and through its settlement order dated October 31, 2017, SEBI disposed of the adjudication proceedings initiated against the applicants through its show cause notice dated May 12, 2015.

### **Other pending litigation involving Promoters**

- 1) A complaint was filed by Videocon Leasing and Industrial Finance Limited ("Complainant") under Sections 34, 415, 418 and 420 of the Indian Penal Code ("IPC") and Section 200 of the Criminal Procedure Code before the Additional Criminal Judicial Magistrate, Court No. 8, Ghaziabad, against, inter alia, Raof Dhanani for dishonestly inducing the Complainant to part with ₹160 million for issuance of non-convertible, redeemable debentures of Divya Chemicals Limited ("DCL"), which were not issued and subsequently, inter alia, undertaking to repay



FOR SAYAJI HOTELS MANAGEMENT LIMITED



DIRECTOR

an amount of ₹225.57 million to the Complainant, which was also done. Pursuant to order dated May 9, 2003, the Magistrate issued summons to the accused, including Raof Dhanani to appear before the court. The accused filed an application under Section 245(2) of the Criminal Procedure Code for discharge and pleaded that the court at Ghaziabad did not have jurisdiction to hear the matter. The Magistrate rejected the application, against which the accused, including Raof Dhanani, filed a criminal revision petition no. 578 of 2004 before the Additional Sessions Judge, Court no. 1, Ghaziabad, which was rejected. Thereafter, the accused filed a criminal miscellaneous application no. 11816 of 2005 before the High Court of Allahabad claiming that the Magistrate at Ghaziabad did not have territorial jurisdiction to hear the matter. The High Court of Allahabad upheld the application and directed the Magistrate to decide the question of territorial jurisdiction according to law, without insisting on the personal appearance of the accused. The matter is currently pending.

Sayaji Hotels (Indore) Limited



Director

- 2) SICOM Limited ("SICOM") had filed a summary suit for recovery in 1997 against DCL, Yusuf Dhanani and Raof Dhanani at the High Court of Bombay to recover an initial amount of ₹5 million granted to DCL as a loan ("Initial Recovery Suit"). The Initial Recovery Suit was transferred to the Debt Recovery Tribunal-II, Mumbai ("DRT-II Mumbai") in 2005 bearing O.A. No. 203/2005, with Yusuf Dhanani and Raof Dhanani, who were guarantors for the said term loan being listed as parties to the suit. The DRT-II Mumbai through its judgement dated September 29, 2006 allowed for the recovery of an amount of ₹2.75 million from Yusuf Dhanani and Raof Dhanani ("DRT Order") and issued a recovery certificate dated October 19, 2006. Subsequently, insolvency notice N/73 of 2007 dated March 16, 2007 was issued by the High Court of Bombay to Yusuf Dhanani and Raof Dhanani (as judgement creditors), to pay SICOM ₹6.01 million, with interest on the sum of ₹2.75 million at the rate of 12% per annum from January 24, 2007 until payment, as claimed by SICOM and as set out in the DRT Order, which amount the Defendants had failed to pay. Yusuf Dhanani and Raof Dhanani filed a notice of motion dated November 30, 2007 in the High Court of Bombay for setting aside the insolvency notice. The Bombay High Court has passed an order dated July 5, 2016, wherein the notice of motion N/73 of 2007 involving the Defendants and other similar insolvency matters have been reserved for directions until the Supreme Court decides whether an insolvency notice can be issued on the basis of a judgment and order passed by the debt recovery tribunal. The matter is currently pending.

FOR SAYAJI HOTELS LIMITED



DIRECTOR

- 3) Sanya Dhanani and Zoya Dhanani, who are daughters of (late) Sajid Dhanani filed an application dated November 2016 for grant of succession certificate under Section 325 of the Indian Succession Act, 1925 before the XIII Civil Judge, Class I, Indore, wherein Suchitra Dhanani and public at large are named as respondents. The first class magistrate, Indore passed an order dated February 16, 2018 granting an application made by Sanya Dhanani and Zoya Dhanani under Section 372 of the Indian Succession Act, 1925 in respect of certain shares of SHL. The matter is currently pending.

FOR SAYAJI HOTELS (PUNE) LIMITED



DIRECTOR

- 4) Prabhjot Singh filed a Consumer complaint against the Barbeque-Nation Hospitality Limited (BNHL) before District Consumer Dispute Redressal Commission, SAS Nagar, Mohali under Consumer Protection Act, alleging that apart from the order amount, BNHL has charged an additional amount of 75 rupees for packaging of Non Veg biryani and Kababs he ordered from Barbeque Nation outlet in Ludhiana. Against which BNHL has received a notice dated 03rd November, 2021, addressing Mr. Kayum Dhanani, being Managing Director of the BNHL. He alleged that charging above bill order is unfair. Hence he claimed a compensation of ₹0.035 million + refund of 75 rupees along with litigation charges on the basis of unfair trade practice. BNHL had already filed its written Statement on 23rd December, 2021 in the matter. The case is now posted for complainant's evidence on 10.05.2022. The matter is currently pending.

FOR AHILYA HOTELS LIMITED.



DIRECTOR

- 5) Kayum Dhanani, Raof Dhanani and Suchitra Dhanani being promoter/director of the Barbeque-Nations Hospitality Limited (BNHL) and others had received a notice dated April 29, 2016 from the Mahanagar Seva Sadan, Health Department, Ahmedabad Municipal Corporation forwarding the report of the Food Analyst to the Ahmedabad Municipal Corporation pertaining to the 'green mukhvaas' sample

FOR SAYAJI HOTELS MANAGEMENT LIMITED



DIRECTOR

Sayaji Hotels (Indore) Limited



Director

FOR SAYAJI HOTELS LIMITED



DIRECTOR

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DIRECTOR

FOR AHILYA HOTELS LIMITED.



DIRECTOR

collected from Barbeque Nation Restaurant located at Ahmedabad. The report of the Food Analyst opined about the non-conformity of the 'green mukhvaas' sample with the prescribed standards under the FSSR. This was further confirmed by the Director, Referral Food Laboratory, Pune pursuant to their letter dated July 7, 2016. Subsequently, there has been no communication from the Ahmedabad Municipal Corporation in this regard.

- 6) M/s Shoe Care has filed a complaint (Case no. STC 246/2020) dated October 29, 2020, before the Court of the Additional District Munsif Cum Judicial Magistrate, Ambur District, under Section 138, 141 and 142 of the Negotiable Instruments Act, 1881 read with Section 200 of the Criminal Procedure Code, against Sara Suole Private Limited (SSPL) and Kayum Dhanani (as director of SSPL), in relation to certain cheques issued by SSPL to M/s Shoe Care, amounting to ₹1.25 million in total being dishonored on presentation for collection. The matter is currently pending.
- 7) Excel Polymer Industries, a partnership firm, has filed a complaint (Case no. C-365/20) dated August 25, 2020 before the Court of the Judicial Magistrate at Bidhannagar against SSPL, Kayum Dhanani (as director of SSPL) and certain others, under Section 138 of the Negotiable Instruments Act, 1881, in relation to a cheque issued by SSPL to Excel Polymer Industries, amounting to ₹1.46 million being dishonored on presentation for encashment. Joint memo is under process. The matter is currently pending.
- M/s Arohan Financial Services Ltd. has filed a complaint (Case no. 18 OF 2021 CS/507/21) before LD. 7TH M.M Court, WB under Section 138 read with Section 141 of the Negotiable Instruments Act, 1881, against Brown House Baking Private Limited (BHBPL) and Kayum Dhanani (as director of BHBPL). in relation to a cheque issued by BHBPL to Arohan Financial Services Ltd, amounting to ₹0.28 million being dishonored on presentation for encashment. The matter is currently pending.
- 8) United Cutting Dies has filed a complaint (Case No. OS 38/2019 and OS 39/2019) before Addl. District Judge No -III Tirupattur under Section 22 of the Code of Civil Procedure, 1908 against SSPL and Kayum Dhanani (as director of SSPL), in relation to an outstanding claim amounting to ₹2.12 million. The next hearing for the case is on 18.06.2022 and 16.07.2022. The matter is currently pending.
- 9) Curtume CBR S.A. has filed a complaint (Case No. OS/18/2021) before Court of the Principal District Judge, Vellore under Section 6 and 7 of the Code of Civil Procedure, 1908 against Iconium Leather Works Private Limited (ILWPL) and Kayum Dhanani (as director of ILWPL) in relation to an outstanding claim amounting to ₹0.12 million. The Argument has been completed and the judgement will come on 06.06.2022. The matter is currently pending.
- 10) International Tools Co. has filed a complaint (Case No. OS/1958/2021) before CCH3 0 XXIX Addl. City Civil and Sessions Judge, BLR South under Section 26 and Order 7 Rule 1 of the Code of Civil Procedure, 1908 against SSPL, Kayum Dhanani (as director of SSPL), in relation to an outstanding claim amounting to ₹0.20 million. The matter is currently pending.
- 11) L & E India Pvt. Ltd. has filed a complaint (Case No. OS/301/2021) before Principal District and Session Judge, Tiruvallur under Section 15 of the Code of Civil Procedure, 1908 against SSPL and Kayum Dhanani (as director of SSPL), in relation to an outstanding claim amounting to ₹5.42 million. Vakalatnama has been filed. The next hearing for the case is on 13.07.2022 The matter is currently pending.
- 12) Jan Glacier Catazyme India has filed a complaint (Case No. OS/1740/2021) before Court of the City Civil Judge, Madras under Section 07 of the Code of Civil Procedure, 1908, against ILWPL and Kayum Dhanani (as director of ILWPL) in relation to an outstanding claim amounting to ₹0.79 million. Vakalatnama has been filed. The matter is currently pending.
- Navyug Laminates (Versatile Enterprises) has filed a complaint (Case No. 2279/2021) before Civil Judge (Junior Division) Ludhiana under Section 7R1 of the Code of Civil Procedure, 1908 against SSPL and Kayum Dhanani (as director of SSPL), in relation to an outstanding claim amounting to ₹2.86 million. Reply has been filed. The matter is currently pending
- 13) Kishore Exports has filed a complaint (Case No. 1A/179/2021 and OS/357/2021)



before Fast Track Judicial Magistrate Court No. I, erode under Section 22 of Suits Valuation Act, 1887 against SSPL and Kayum Dhanani (as director of SSPL), in relation to an outstanding claim amounting to ₹3.15 million. Vakalatnama has been filed. The next hearing for the case is on 14.06.2022 The matter is currently pending.

- 14) Mullen Lintas Pvt. Ltd. has filed a complaint (Case No. 2300464/2020) before Chief Metropolitan Magistrate, Esplanade Court, Mumbai under 138 of the Negotiable Instruments Act, 1881, against SSPL and Kayum Dhanani (as director of SSPL), in relation to certain cheques issued by SSPL to M/s Mullen Lintas Pvt. Ltd, amounting to ₹0.99 million which dishonored on presentation for encashment. SSPL has paid an amount of ₹1.43 million to Mullen Lintas Pvt. Ltd. Settlement agreement on constant terms is under process. The next hearing for the case is on 05.08.2022 The matter is currently pending.
- 15) Covestro India Pvt. Ltd. has filed a complaint (Case No. 2300463/2020) before Chief Metropolitan Magistrate, Esplanade Court, Mumbai M.M., 23rd Court under 138 and 141 of the Negotiable Instruments Act, 1881, against SSPL, represented by Kayum Dhanani (as director of SSPL), in relation to certain cheques issued by SSPL to M/s Covestro India Pvt. Ltd, amounting to ₹4.91 million which dishonored on presentation for encashment. Settlement agreement is under process. The matter is currently pending.

#### **Tax proceedings involving Promoters/Directors**

Nature of Tax Proceedings	Number of cases	Tax Amount involved (in million)
Direct Tax	11	63.40
Indirect Tax	0	0

#### **Litigation involving Non Promoter Directors –**

##### **Actions by statutory/ regulatory authorities against Directors, other than promoters:**

Nil

##### **Other pending litigation involving against Directors, other than promoters:**

- 1) A Consumer complaint was filed against BNHL, addressing Mr. Thottappully Narayanan Unni, being Chairman of the BNHL, by Sheikh Abdul Razaq (Complainant) on behalf of his three business partners alleging that he has ordered Non veg biryanis from Barbeque Nation's outlet. On opening the box, he has allegedly found cockroach legs, bad smell and half cooked meat. He prayed for an amount of ₹3.00 million as compensation with 18% cost against the deficiency of service plus legal Cost of the proceedings.

The matter was referred to Lok adalat on 18th December, 2021, and was posted for complainant's evidence many times but he was absent. However, he sought time to adduce his evidence vide a letter addressed to the Presiding Officer. The judge has passed an order stating that one last opportunity is granted to the complainant subject to payment of cost. If he does not come on the next date of hearing the case will be closed due to non-prosecution. The case is now posted for complainant's evidence finally on 18.05.2022. The matter is currently pending.

- 2) Rahul Yadav filed a criminal complaint against the Barbeque-Nation Hospitality Limited (BNHL) on July 14, 2020 with the SHO, Medical College Police Station, Meerut alleging that he was served non-vegetarian food instead of vegetarian food at the Barbeque Nation Restaurant in Meerut. He also filed a complaint before the District Consumer Disputes Redressal Forum, Meerut on July 20, 2020 seeking compensation

OR SAYAJI HOTELS MANAGEMENT LIMITED



DIRECTOR

Sayaji Hotels (Indore) Limited



Director

FOR SAYAJI HOTELS LIMITED



DIRECTOR

FOR SAYAJI HOTELS (PUNE) LIMITED



DIRECTOR

FOR AHILYA HOTELS LIMITED.



DIRECTOR



of ₹1.60 million and ₹0.10 million as legal fees.

Along with this, he also filed a complaint before the Sub-Divisional Magistrate, Meerut on December 27, 2019 and has sent a legal notice to the BNHL, addressing Mr. Thottappully Narayanan Unni, being Chairman of the BNHL, alleging deficiency in service and negligence and demanding compensation of ₹2.40 million and ₹0.02 million as legal fees, which was denied by BNHL. Further, the complainant states that the BNHL in response to the legal notice has stated that the complainant had accepted a sum of ₹0.05 million as the full and final settlement, which fact has been disputed by the complainant.

Additionally, BNHL has filed its written statement in this matter before the District Consumer Disputes Redressal Forum, Meerut in May 2021. Rahul Yadav has also filed their evidence affidavit and the case was listed for presenting evidence by BNHL. Further the case was adjourned till 06.04.2022. The matter is currently pending.

- 3) Please see details of notice received by our director, Thottappully Narayanan Unni, from the Mahanagar Seva Sadan, Health Dept. Ahmadabad Municipal Corporation under "Outstanding Litigation and Material Developments – Litigation involving SHL and its Promoter and Promoter Group–Other pending litigation involving Promoters" on page 8.

**Tax proceedings involving Directors, other than promoters:** Nil

**B. Litigation involving Ahilya Hotels Limited (AHL) and its Promoters & Promoter Group and Directors**

**Actions by statutory/ regulatory authorities against AHL**

The promoters and promoter group members of Sayaji Hotels Limited (SHL) including AHL, received a show cause notice bearing reference SEBI/HO/EAD/EAO/OW/P/2017/272/1 dated January 4, 2017 issued by SEBI, in the matter of alleged irregularities in the shares of SHL. Please see further details of case under "Outstanding Litigation and Material Developments – Litigation involving SHL and its Promoter and Promoter Group– Actions by statutory/regulatory authorities against Promoter & Promoter Group" on page 5.

**Other pending litigation involving AHL**

NIL

**Tax proceedings involving AHL**

Nature of Tax Proceedings	Number of cases	Tax Amount involved (in million)
Direct Tax	1	0
Indirect Tax	0	0

**Litigations involving Promoters & Promoters' Group and Directors of AHL**

Promoters/Directors & Promoters Group of AHL are as follow-

**Actions by statutory/ regulatory authorities against Promoters & Promoters' Group and Directors**

The promoters and promoter group members of Sayaji Hotels Limited (SHL) including Suchitra Dhanani received a show cause notice bearing reference SEBI/HO/EAD/EAO/OW/P/2017/272/1 dated January 4, 2017 issued by SEBI, in the matter

DR SAYAJI HOTELS MANAGEMENT LIMITED



DIRECTOR

Sayaji Hotels (Indore) Limited



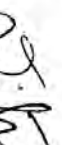
Director

FOR SAYAJI HOTELS LIMITED



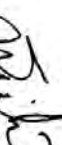
DIRECTOR

FOR SAYAJI HOTELS (PUNE) LIMITED



DIRECTOR

FOR AHILYA HOTELS LIMITED



DIRECTOR

of alleged irregularities in the shares of SHL. Please see further details of case under "Outstanding Litigation and Material Developments – Litigation involving SHL and its Promoter and Promoter Group– Actions by statutory/regulatory authorities against Promoter & Promoter Group" on page 5.

**Other pending litigation involving Promoters/Directors**

- 1) An application dated November 2016 was filed for grant of succession certificate wherein Suchitra Dhanani and public at large are named as respondents. For further details, please refer "Outstanding Litigation and Material Developments – Litigation involving SHL and its Promoter and Promoter Group–Other pending litigation involving Promoters" on page 8.
- 2) Please see details of notice received by our promoter director, Suchitra Dhanani, from the Mahanagar Seva Sadan, Health Dept. Ahmadabad Municipal Corporation under "Outstanding Litigation and Material Developments – Litigation involving SHL and its Promoter and Promoter Group–Other pending litigation involving Promoters" on page 8.

**Tax proceedings involving Promoters and Directors**

Nature of Tax Proceedings	Number of cases	Tax Amount involved (in million)
Direct Tax	1	17.39
Indirect Tax	0	0

**(C) Litigation involving Sayaji Hotels Management Limited (SHML) and its Promoters & Promoter Group and Directors**

**Actions by statutory/ regulatory authorities against SHML**

NIL

**Other pending litigation involving SHML**

- 1) SHML filed a civil suit no. 165/2021 against M/s Safal Venture before the Hon'ble Commercial Court (XIX Additional District Judge), Bhopal (MP). SHML has entered into a Lease Agreement on 16.10.2018 with Safal Venture. M/s Safal Venture was required to hand over the leasehold property after completing the construction at the site as per the terms of the lease agreement which has not been complied by Safal Venture and handover of the leased hotel has not been given to SHML. Being aggrieved, SHML has filed civil suit before commercial court requesting court to restrain the Safal Venture to not to use the demised premises themselves for an identical business. Matter is currently pending before commercial court.

**Tax proceedings involving SHML**

Nature of Tax Proceedings	Number of cases	Tax Amount involved (in million)
Direct Tax	Nil	Nil

Indirect Tax	Nil	Nil
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**Litigation involving our Promoters & Promoters Group and Directors –**

**Actions by statutory/ regulatory authorities against Promoters & Promoters' Group and Director**

Please see further details of all the cases under “Outstanding Litigation and Material Developments – Litigation involving SHL and its Promoter and Promoter Group– Actions by statutory/regulatory authorities against Promoter & Promoter Group” on page 5.

**Other pending litigation involving Promoters/Director**

Please see further details of all the cases under “Outstanding Litigation and Material Developments – Litigation involving SHL and its Promoter and Promoter Group– Other pending litigation involving Promoters” on page 7.

**Tax proceedings involving Promoters/Director**

Nature of Tax Proceedings	Number of cases	Tax Amount involved (in million)
Direct Tax	20	48.92
Indirect Tax	8	7.65

**(D) Litigation involving Sayaji Hotels (Pune) Limited (SHPL) and its Promoters & Promoter Group and Directors**

**Actions by statutory/ regulatory authorities against SHPL**

NIL

**Other pending litigation involving SHPL**

NIL

**Tax proceedings involving SHPL**

Nature of Tax Proceedings	Number of cases	Tax Amount involved (in million)
Direct Tax	Nil	Nil
Indirect Tax	Nil	Nil

**Litigation involving our Promoters & Promoters Group and Directors –**

**Actions by statutory/ regulatory authorities against Promoters & Promoters' Group and Directors**

Please see further details of all the cases under “Outstanding Litigation and Material Developments – Litigation involving SHL and its Promoter and Promoter Group– Actions by statutory/regulatory authorities against Promoter & Promoter Group” on page 5.



**Other pending litigation involving Promoters/Directors**

Please see further details of case under “Outstanding Litigation and Material Developments – Litigation involving SHL and its Promoter and Promoter Group– Other pending litigation involving Promoters” on page 7.

**Tax proceedings involving Promoters/Director**

Nature of Tax Proceedings	Number of cases	Tax Amount involved (in million)
Direct Tax	20	48.92
Indirect Tax	8	7.65

**(E) Litigation involving Sayaji Hotels (Indore) Limited (SHIL) and its Promoters & Promoter Group and Directors**

**Actions by statutory/ regulatory authorities against SHIL**

NIL

**Other pending litigation involving SHIL**

NIL

**Tax proceedings involving SHIL**

Nature of Tax Proceedings	Number of cases	Tax Amount involved (in million)
Direct Tax	Nil	Nil
Indirect Tax	Nil	Nil

**Litigation involving our Promoters & Promoters Group and Directors –**

**Actions by statutory/ regulatory authorities against Promoters & Promoters’ Group and Directors**

Please see further details of all the cases under “Outstanding Litigation and Material Developments – Litigation involving SHL and its Promoter and Promoter Group– Actions by statutory/regulatory authorities against Promoter & Promoter Group” on page 5.

**Other pending litigation involving Promoters/Directors**

Please see further details of all the cases under “Outstanding Litigation and Material Developments – Litigation involving SHL and its Promoter and Promoter Group– Other pending litigation involving Promoters” on page 7.

**Tax proceedings involving Promoters/Directors**

Nature of Tax Proceedings	Number of cases	Tax Amount involved (in million)
Direct Tax	20	48.92
Indirect Tax	8	7.65

FOR SAYAJI HOTELS MANAGEMENT LIMITED  
  
 DIRECTOR

Sayaji Hotels (Indore) Limited  
  
 Director

FOR SAYAJI HOTELS LIMITED  
  
 DIRECTOR

FOR SAYAJI HOTELS (PUNE) LIMITED  
  
 DIRECTOR

FOR AHILYA HOTELS LIMITED,  
  
 DIRECTOR

## ACKNOWLEDGEMENT

SRN : F17271271

Service Request Date : 27/07/2022

## Received From :

Name : Neelesh Gupta  
Address : 111 Ratanmani Complex  
7/1 New Palasia  
Indore, Madhya Pradesh  
India - 452001

## Entity on whose behalf money is paid

CIN: L51100TN1982PLC124332  
Name : SAYAJI HOTELS LIMITED  
Address : F1 C2 Sivavel Apartment  
2 Alagappa Nagar, Zamin Pallavaram  
Chennai, Tamil Nadu  
India - 600117

## Full Particulars of Remittance

Service Type: eFiling

## Service Description

Fee For Form GNL-1

Note: The defects or incompleteness in any respect in this eForm as noticed shall be placed on the Ministry's website ([www.mca.gov.in](http://www.mca.gov.in)). In case the eForm is marked as RSUB or PUCL, please resubmit the eForm or file Form GNL-4(Addendum), respectively. Please track the status of your transaction at all times till it is finally disposed off. (Please refer Rule 10 of the Companies (Registration offices and Fees) Rules, 2014) It is compulsory to file Form GNL-4 (Addendum) electronically within the due date whenever the document is put under PUCL, failing which the system will treat the document as invalid and will not be taken on record in accordance with Rule 10(4) of the Companies (Registration offices and Fees) Rules, 2014



**MINISTRY OF CORPORATE AFFAIRS**

171

**ACKNOWLEDGEMENT****SRN :** F17265117**Service Request Date :** 27/07/2022**Received From :**

**Name :** Neelesh Gupta  
**Address :** 111 Ratanmani Complex  
7/1 New Palasia  
Indore, Madhya Pradesh  
India - 452001

**Entity on whose behalf money is paid**

**CIN:** U55101TN2000PLC124333  
**Name :** AHILYA HOTELS LIMITED  
**Address :** F1 C2 Sivavel Apartment  
2 Alagappa Nagar, Zamin Pallavaram  
Chennai, Tamil Nadu  
India - 600117

**Full Particulars of Remittance****Service Type:** eFiling**Service Description**

Fee For Form GNL-1

Note: The defects or incompleteness in any respect in this eForm as noticed shall be placed on the Ministry's website ([www.mca.gov.in](http://www.mca.gov.in)). In case the eForm is marked as RSUB or PUCL, please resubmit the eForm or file Form GNL-4(Addendum), respectively. Please track the status of your transaction at all times till it is finally disposed off. (Please refer Rule 10 of the Companies (Registration offices and Fees) Rules, 2014) It is compulsory to file Form GNL-4 (Addendum) electronically within the due date whenever the document is put under PUCL, failing which the system will treat the document as invalid and will not be taken on record in accordance with Rule 10(4) of the Companies (Registration offices and Fees) Rules, 2014

## ACKNOWLEDGEMENT

SRN : F17269416

Service Request Date : 27/07/2022

## Received From :

Name : Neelesh Gupta  
Address : 111 Ratanmani Complex  
7/1 New Palasia  
Indore, Madhya Pradesh  
India - 452001

## Entity on whose behalf money is paid

CIN: U55209TN2018PLC122598  
Name : SAYAJI HOTELS (INDORE) LIMITED  
Address : (C2/F1), in Siva Vel Apartment, No. 2  
Alagappa Nagar, Zamin Pallavaram  
CHENNAI, Tamil Nadu  
India - 600117

## Full Particulars of Remittance

Service Type: eFiling

## Service Description

Fee For Form GNL-1

Note: The defects or incompleteness in any respect in this eForm as noticed shall be placed on the Ministry's website ([www.mca.gov.in](http://www.mca.gov.in)). In case the eForm is marked as RSUB or PUCL, please resubmit the eForm or file Form GNL-4(Addendum), respectively. Please track the status of your transaction at all times till it is finally disposed off. (Please refer Rule 10 of the Companies (Registration offices and Fees) Rules, 2014) It is compulsory to file Form GNL-4 (Addendum) electronically within the due date whenever the document is put under PUCL, failing which the system will treat the document as invalid and will not be taken on record in accordance with Rule 10(4) of the Companies (Registration offices and Fees) Rules, 2014

## ACKNOWLEDGEMENT

SRN : F17271958

Service Request Date : 27/07/2022

## Received From :

Name : Neelesh Gupta  
Address : 111 Ratanmani Complex  
7/1 New Palasia  
Indore, Madhya Pradesh  
India - 452001

## Entity on whose behalf money is paid

CIN: U55204TN2018PLC122599  
Name : SAYAJI HOTELS (PUNE) LIMITED  
Address : (C2/F1), in Siva Vel Apartment, No. 2  
Alagappa Nagar, Zamin Pallavaram  
CHENNAI, Tamil Nadu  
India - 600117

## Full Particulars of Remittance

Service Type: eFiling

## Service Description

Fee For Form GNL-1

Note: The defects or incompleteness in any respect in this eForm as noticed shall be placed on the Ministry's website ([www.mca.gov.in](http://www.mca.gov.in)). In case the eForm is marked as RSUB or PUCL, please resubmit the eForm or file Form GNL-4(Addendum), respectively. Please track the status of your transaction at all times till it is finally disposed off. (Please refer Rule 10 of the Companies (Registration offices and Fees) Rules, 2014) It is compulsory to file Form GNL-4 (Addendum) electronically within the due date whenever the document is put under PUCL, failing which the system will treat the document as invalid and will not be taken on record in accordance with Rule 10(4) of the Companies (Registration offices and Fees) Rules, 2014

## ACKNOWLEDGEMENT

SRN : F17270562

Service Request Date : 27/07/2022

## Received From :

Name : Neelesh Gupta  
Address : 111 Ratanmani Complex  
7/1 New Palasia  
Indore, Madhya Pradesh  
India - 452001

## Entity on whose behalf money is paid

CIN: U55205TN2018PLC122667  
Name : SAYAJI HOTELS MANAGEMENT LIMITED  
Address : (C2/F1), in Siva Vel Apartment, No. 2  
Alagappa Nagar, Zamin Pallavaram  
CHENNAI, Tamil Nadu  
India - 600117

## Full Particulars of Remittance

Service Type: eFiling

## Service Description

Fee For Form GNL-1

Note: The defects or incompleteness in any respect in this eForm as noticed shall be placed on the Ministry's website ([www.mca.gov.in](http://www.mca.gov.in)). In case the eForm is marked as RSUB or PUCL, please resubmit the eForm or file Form GNL-4(Addendum), respectively. Please track the status of your transaction at all times till it is finally disposed off. (Please refer Rule 10 of the Companies (Registration offices and Fees) Rules, 2014) It is compulsory to file Form GNL-4 (Addendum) electronically within the due date whenever the document is put under PUCL, failing which the system will treat the document as invalid and will not be taken on record in accordance with Rule 10(4) of the Companies (Registration offices and Fees) Rules, 2014

## ACKNOWLEDGEMENT

SRN : F17748823

Service Request Date : 29/07/2022

## Received From :

Name : Neelesh Gupta  
Address : 111 Ratanmani Complex  
7/1 New Palasia  
Indore, Madhya Pradesh  
India - 452001

## Entity on whose behalf money is paid

CIN: L51100TN1982PLC124332  
Name : SAYAJI HOTELS LIMITED  
Address : F1 C2 Sivavel Apartment  
2 Alagappa Nagar, Zamin Pallavaram  
Chennai, Tamil Nadu  
India - 600117

## Full Particulars of Remittance

Service Type: eFiling

## Service Description

Fee For Form GNL-1

Note: The defects or incompleteness in any respect in this eForm as noticed shall be placed on the Ministry's website ([www.mca.gov.in](http://www.mca.gov.in)). In case the eForm is marked as RSUB or PUCL, please resubmit the eForm or file Form GNL-4(Addendum), respectively. Please track the status of your transaction at all times till it is finally disposed off. (Please refer Rule 10 of the Companies (Registration offices and Fees) Rules, 2014) It is compulsory to file Form GNL-4 (Addendum) electronically within the due date whenever the document is put under PUCL, failing which the system will treat the document as invalid and will not be taken on record in accordance with Rule 10(4) of the Companies (Registration offices and Fees) Rules, 2014



## ACKNOWLEDGEMENT

SRN : F17749110

Service Request Date : 29/07/2022

## Received From :

Name : Neelesh Gupta  
Address : 111 Ratanmani Complex  
7/1 New Palasia  
Indore, Madhya Pradesh  
India - 452001

## Entity on whose behalf money is paid

CIN: U55101TN2000PLC124333  
Name : AHILYA HOTELS LIMITED  
Address : F1 C2 Sivavel Apartment  
2 Alagappa Nagar, Zamin Pallavaram  
Chennai, Tamil Nadu  
India - 600117

## Full Particulars of Remittance

Service Type: eFiling

## Service Description

Fee For Form GNL-1

Note: The defects or incompleteness in any respect in this eForm as noticed shall be placed on the Ministry's website ([www.mca.gov.in](http://www.mca.gov.in)). In case the eForm is marked as RSUB or PUCL, please resubmit the eForm or file Form GNL-4(Addendum), respectively. Please track the status of your transaction at all times till it is finally disposed off. (Please refer Rule 10 of the Companies (Registration offices and Fees) Rules, 2014) It is compulsory to file Form GNL-4 (Addendum) electronically within the due date whenever the document is put under PUCL, failing which the system will treat the document as invalid and will not be taken on record in accordance with Rule 10(4) of the Companies (Registration offices and Fees) Rules, 2014

## ACKNOWLEDGEMENT

SRN : F17746801

Service Request Date : 29/07/2022

## Received From :

Name : Neelesh Gupta  
Address : 111 Ratanmani Complex  
7/1 New Palasia  
Indore, Madhya Pradesh  
India - 452001

## Entity on whose behalf money is paid

CIN: U55209TN2018PLC122598  
Name : SAYAJI HOTELS (INDORE) LIMITED  
Address : (C2/F1), in Siva Vel Apartment, No. 2  
Alagappa Nagar, Zamin Pallavaram  
CHENNAI, Tamil Nadu  
India - 600117

## Full Particulars of Remittance

Service Type: eFiling

## Service Description

Fee For Form GNL-1

Note: The defects or incompleteness in any respect in this eForm as noticed shall be placed on the Ministry's website ([www.mca.gov.in](http://www.mca.gov.in)). In case the eForm is marked as RSUB or PUCL, please resubmit the eForm or file Form GNL-4(Addendum), respectively. Please track the status of your transaction at all times till it is finally disposed off. (Please refer Rule 10 of the Companies (Registration offices and Fees) Rules, 2014) It is compulsory to file Form GNL-4 (Addendum) electronically within the due date whenever the document is put under PUCL, failing which the system will treat the document as invalid and will not be taken on record in accordance with Rule 10(4) of the Companies (Registration offices and Fees) Rules, 2014

## ACKNOWLEDGEMENT

SRN : F17748948

Service Request Date : 29/07/2022

## Received From :

Name : Neelesh Gupta  
Address : 111 Ratanmani Complex  
7/1 New Palasia  
Indore, Madhya Pradesh  
India - 452001

## Entity on whose behalf money is paid

CIN: U55205TN2018PLC122667  
Name : SAYAJI HOTELS MANAGEMENT LIMITED  
Address : (C2/F1), in Siva Vel Apartment, No. 2  
Alagappa Nagar, Zamin Pallavaram  
CHENNAI, Tamil Nadu  
India - 600117

## Full Particulars of Remittance

Service Type: eFiling

## Service Description

Fee For Form GNL-1

Note: The defects or incompleteness in any respect in this eForm as noticed shall be placed on the Ministry's website ([www.mca.gov.in](http://www.mca.gov.in)). In case the eForm is marked as RSUB or PUCL, please resubmit the eForm or file Form GNL-4(Addendum), respectively. Please track the status of your transaction at all times till it is finally disposed off. (Please refer Rule 10 of the Companies (Registration offices and Fees) Rules, 2014) It is compulsory to file Form GNL-4 (Addendum) electronically within the due date whenever the document is put under PUCL, failing which the system will treat the document as invalid and will not be taken on record in accordance with Rule 10(4) of the Companies (Registration offices and Fees) Rules, 2014

## ACKNOWLEDGEMENT

SRN : F17747619

Service Request Date : 29/07/2022

## Received From :

Name : Neelesh Gupta  
Address : 111 Ratanmani Complex  
7/1 New Palasia  
Indore, Madhya Pradesh  
India - 452001

## Entity on whose behalf money is paid

CIN: U55204TN2018PLC122599  
Name : SAYAJI HOTELS (PUNE) LIMITED  
Address : (C2/F1), in Siva Vel Apartment, No. 2  
Alagappa Nagar, Zamin Pallavaram  
CHENNAI, Tamil Nadu  
India - 600117

## Full Particulars of Remittance

Service Type: eFiling

## Service Description

Fee For Form GNL-1

Note: The defects or incompleteness in any respect in this eForm as noticed shall be placed on the Ministry's website ([www.mca.gov.in](http://www.mca.gov.in)). In case the eForm is marked as RSUB or PUCL, please resubmit the eForm or file Form GNL-4(Addendum), respectively. Please track the status of your transaction at all times till it is finally disposed off. (Please refer Rule 10 of the Companies (Registration offices and Fees) Rules, 2014) It is compulsory to file Form GNL-4 (Addendum) electronically within the due date whenever the document is put under PUCL, failing which the system will treat the document as invalid and will not be taken on record in accordance with Rule 10(4) of the Companies (Registration offices and Fees) Rules, 2014

**IN THE NATIONAL COMPANY LAW TRIBUNAL,  
DIVISION BENCH - II, CHENNAI**

**CA(CAA)/52(CHE)2022**

(filed under Sections 230 to 232 of the Companies Act, 2013)

In the matter of Composite *Scheme of Amalgamation & Arrangement*  
between

**M/s. AHILYA HOTELS LIMITED**

CIN NO- U55101TN2000PLC124333

Reg Off:-

F1 C2, Sivavel Apartment, 2 Alagappa Nagar,  
Zamin Pallavaram,  
Chennai - 17

... *Applicant/ Transferor Company-1*

And

**M/s. SAYAJI HOTELS MANAGEMENT LIMITED**

CIN No- U55205TN2018PLC122667

Reg Off:-

(C2/F1), Sivavel Apartment, 2 Alagappa Nagar,  
Zamin Pallavaram,  
Chennai - 17

... *Applicant / Transferor Company-2*

With

**M/s. SAYAJI HOTELS LIMITED**

CIN No- L51100TN1982PLC124332

Reg Off:-

F1 C2, Sivavel Apartment, 2 Alagappa Nagar,  
Zamin Pallavaram,  
Chennai - 17

... *Applicant / Transferee/Demerger Company*

And

**M/s. SAYAJI HOTELS (INDORE) LIMITED**

CIN No- U55209TN2018PLC122598

Reg Off:-

(C2/F1), Sivavel Apartment, 2 Alagappa Nagar,  
Zamin Pallavaram,  
Chennai - 17

... *Applicant / Resulting Company-1*

And

**M/s. SAYAJI HOTELS (PUNE) LIMITED**

CIN No- U55204TN2018PLC122599

Reg Off:-

(C2/F1), Sivavel Apartment, 2 Alagappa Nagar,  
Zamin Pallavaram,  
Chennai - 17

... *Applicant / Resulting Company-2*



*And*

**Their Respective Shareholders and Creditors**

Order Pronounced on 14<sup>th</sup> July 2022

CORAM

**Justice (Retd.) S. RAMATHILAGAM, MEMBER (JUDICIAL)**  
**SAMEER KAKAR, MEMBER (TECHNICAL)**

*For Applicants: Pawan Jhabakh, Advocate*

**ORDER**

**Per: Justice (Retd.) S. RAMATHILAGAM, MEMBER (JUDICIAL)**

Under consideration is a joint application filed by the Applicant Companies, namely **M/s. Ahilya Hotels Limited** (for brevity "Transferor Company-1"), **M/s. Sayaji Hotels Management Limited** (for brevity "Transferor Company-2"), **M/s. Sayaji Hotels Limited** (for brevity "Transferee / Demerged Company"), **M/s. Sayaji Hotels (Indore) Limited** (for brevity "Resulting Company-1") and **M/s. Sayaji Hotels (Pune) Limited** (for brevity "Resulting Company-2") under section 230-232 of Companies Act, 2013, and other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 in relation to the Composite Scheme of Amalgamation and Arrangement (hereinafter referred to as the "SCHEME") proposed by the Applicant Companies. The said Scheme is appended as Annexure -A1 to the Company Application in CA/(CAA)/52(CHE)/2022. Accordingly, the Applicant Companies herein have sought the following reliefs;



	<b>Equity Shareholders</b>	<b>Preference Shareholders</b>	<b>Secured Creditors</b>	<b>Unsecured Creditors</b>
<b>Transferor Company-1</b>	<b>To hold meeting</b>	NA*	NA*	NA*
<b>Transferor Company-2</b>	To dispense with	NA*	NA*	To dispense with
<b>Transferee/ Demerged Company</b>	<b>To hold meeting</b>	To dispense with	To dispense with	<b>To hold meeting</b>
<b>Resulting Company-1</b>	To dispense with	NA*	NA*	NA*
<b>Resulting Company-2</b>	To dispense with	NA*	NA*	NA*

\*(As there are no Preference Shareholders/ secured / unsecured creditors, the holding / dispensation of meetings are not applicable)

2. A Joint Affidavit verifying the Application is sworn for and behalf of the applicant Companies have been filed by one **Ms. Suchitra Dhanani** , in the capacity of Whole-time Director of the Applicant Companies along with the application and it is also represented that the Registered office of the Applicant Companies are situated within the jurisdiction of Registrar of Companies, Chennai, Tamil Nadu.

**3. M/s AHILYA HOTELS LIMITED (TRANSFEROR COMPANY -1)**

- (i) There are **7 (Seven)** Equity Shareholders and list to this effect is placed as *Annexure-A16* at page 1019 of Volume-V of the typed set filed and seeks necessary direction to conduct the meeting.
- (ii) There is **NIL** Secured Creditor and the certificate issued by the Chartered Accountant to this effect is





placed as *Annexure-A17* at page 1021 of Volume-V of the typed set filed along with the application.

- (iii) There is **NIL** Unsecured Creditor and the certificate issued by the Chartered Accountant to this effect is placed as *Annexure-A17* at page 1021 of Volume-V of the typed set filed along with the application.

4. **M/s SAYAJI HOTELS MANAGEMENT LIMITED  
(TRANSFEROR COMPANY -2)**

- (i) There are **8 (eight)** Equity Shareholders and the List to this effect is placed as *Annexure-A23* at page 1150 of Volume-V of the typed set filed and the consent affidavit for the same is placed between Pages 1153-1172 of the typed set filed along with the application and seeks dispensation with holding of meeting.
- (ii) There is **NIL** Secured Creditor and the certificate issued by the Chartered Accountant to this effect is placed as *Annexure-A 25* at page 1173 of Volume-V of the typed set filed along with the application.
- (iii) There is **1 (one)** Unsecured Creditor, the certificate along with the list issued by the Chartered Accountant to this effect is placed as *Annexure-A 25* at page 1173 of Volume-V and the consent affidavit for the same is placed at Page 1174 and seeks dispensation with holding of meeting.



5. **M/s SAYAJI HOTELS LIMITED (TRANSFEREE/DEMERGED COMPANY )**

- (i) There are **3671 (Three Thousand Six Hundred Seventy One)** Equity Shareholders and the List to this effect is placed as *Annexure-A 18* between pages 1022-1072 of Volume-V of the typed set filed and seeks necessary direction to conduct the meeting.
- (ii) There are **8 (Eight)** Preference Shareholders and the List to this effect is placed as *Annexure-A 20* at page 1133 of Volume-V of the typed set filed and the consent affidavit for the same is placed between Pages 1134-1149 of the typed set filed along with the application and seeks dispensation with holding of meeting.
- (iii) There are **4 (Four)** Secured Creditors and the Certificate along with the list issued by the Chartered Accountant to this effect is placed as *Annexure-A 19* at page 1074 of Volume-V of the typed set filed and the consent affidavit for the same is placed between Pages 1082-1132 of the typed set filed along with the application and seeks dispensation with holding of meeting.
- (iv) There is **92 (Ninety Two)** Unsecured Creditors, the certificate along with the list issued by the Chartered Accountant to this effect is placed as *Annexure-A 19* at page 1074 of Volume-V and and seeks necessary direction to conduct the meeting.



6. **M/s SAYAJI HOTELS(INDORE)LIMITED (RESULTING COMPANY -1)**

- (i) There are **8 (eight)** Equity Shareholders and the List to this effect is placed as *Annexure-A 27* at page 1182 of Volume-V of the typed set filed and the consent affidavit for the same is placed between Pages 1184-1205 of the typed set filed along with the application and seeks dispensation with holding of meeting.
- (ii) There is **NIL** Secured Creditor and the certificate issued by the Chartered Accountant to this effect is placed as *Annexure-A 29* at page 1206 of Volume-V of the typed set filed along with the application.
- (iii) There is **NIL** Unsecured Creditor and the certificate issued by the Chartered Accountant to this effect is placed as *Annexure-A 29* at page 1206 of Volume-V of the typed set filed along with the application.

7. **M/s SAYAJI HOTELS (PUNE) LIMITED (RESULTING COMPANY -2)**

- (i) There are **8 (eight)** Equity Shareholders and the List to this effect is placed as *Annexure-A 30* at page 1207 of Volume-V of the typed set filed and the consent affidavit for the same is placed between Pages 1209-1230 of the typed set filed along with the application and seeks dispensation with holding of meeting.
- (ii) There is **NIL** Secured Creditor and the certificate issued by the Chartered Accountant to this effect is placed as *Annexure-A 32* at page 1231 of Volume-V of the typed set filed along with the application.



- (iii) There is **NIL** Unsecured Creditor and the certificate issued by the Chartered Accountant to this effect is placed as *Annexure-A 32* at page 1231 of Volume-V of the typed set filed along with the application.

8. We have perused the application and the connected documents / papers filed therewith including the Scheme contemplated by the Applicant companies.

9. From the certificate of incorporation filed, it is evident that the Transferor Company-1 is a Public limited company incorporated under the provisions of Companies Act, 1956 on 05.09.2000. The Authorized Share Capital of the Transferor Company-1 is ₹ 10,00,00,000/- (Rupees Ten Crore Only) consisting of 10,000,000 Equity Shares of Rs.10/- each. The Issued, Subscribed and Paid-up Capital of the Transferor Company-1 is Rs. 89,597,700/- (Rupees eighty nine crore fifty nine lakh seven thousand seven hundred only) consisting of 8,959,77, Equity Shares of Rs.10/- each. The Registered office address of the Transferor Company is situated at F1 C1, Sivavel Apartments, 2 Alagagappa Nagar, Zamin Pallavaram, Chennai -17

10. From the certificate of incorporation filed, it is evident that the Transferor Company-2 is a Public limited company incorporated under the provisions of Companies Act, 2013 on 14.05.2018. The Authorized Share Capital of the Transferor



Company-2 is ₹ 10,00,000/- (Rupees Ten Lakh Only) consisting of 50,000 Equity Shares of Rs.10/- each and 5,000 Preference Shares of Rs. 100/- each. The Issued, Subscribed and Paid-up Capital of the Transferor Company-2 is Rs. 5,00,000/- (Rupees Five lakh only) consisting of 50,000 Equity Shares of Rs.10/- each. The Registered office address of the Transferor Company is situated at (C2/F1), Sivavel Apartments, 2 Alagagappa Nagar, Zamin Pallavaram, Chennai -17

11. From the certificate of incorporation filed, it is evident that the Transferee/Demerged Company is a Public limited company incorporated under the provisions of Companies Act, 1956 on 05.04.1982. The Authorized Share Capital of the Transferee/Demerged Company is ₹ 40,00,00,000/- (Rupees Forty Crore Only) consisting of 30,000,000 Equity Shares of Rs.10/- each and 1,000,000 Preference Shares of Rs. 100/- each. The Issued, Subscribed and Paid-up Capital of the Transferee/Demerged Company is Rs. 10,00,00,000/- (Rupees Ten Crore only) consisting of 17,518,000 Equity Shares of Rs.10/- each and 1,000,000 10% Cumulative Redeemable Preference Shares of Rs. 100/- each. The Registered office address of the Transferor Company is situated at F1 C2, Sivavel Apartments, 2 Alagagappa Nagar, Zamin Pallavaram, Chennai -17

12. From the certificate of incorporation filed, it is evident that the Resulting Company-1 is a Public limited company incorporated



under the provisions of Companies Act, 2013 on 10.05.2018. The Authorized Share Capital of the Resulting Company-1 is ₹ 10,00,000/- (Rupees Ten Lakh Only) consisting of 50,000 Equity Shares of Rs.10/- each and 5,000 Preference Shares of Rs. 100/- each. The Issued, Subscribed and Paid-up Capital of the Resulting Company-1 is Rs. 5,00,000/- (Rupees Five Lakh only) consisting of 50,000 Equity Shares of Rs.10/- each. The Registered office address of the Transferor Company is situated at (C2 F1), Sivavel Apartments, 2 Alagagappa Nagar, Zamin Pallavaram, Chennai -17

13. From the certificate of incorporation filed, it is evident that the Resulting Company-2 is a Public limited company incorporated under the provisions of Companies Act, 2013 on 10.05.2018. The Authorized Share Capital of the Resulting Company-2 is ₹ 10,00,000/- (Rupees Ten Lakh Only) consisting of 50,000 Equity Shares of Rs.10/- each and 5,000 Preference Shares of Rs. 100/- each. The Issued, Subscribed and Paid-up Capital of the Resulting Company-1 is Rs. 5,00,000/- (Rupees Five Lakh only) consisting of 50,000 Equity Shares of Rs.10/- each. The Registered office address of the Transferor Company is situated at (C2/F1), Sivavel Apartments, 2 Alagagappa Nagar, Zamin Pallavaram, Chennai -17

14. The Applicant Companies have filed its Memorandum and Articles of Association *inter alia* delineating its object clauses as well as their last available Audited Annual Accounts for the year

ended 31.03.2021 and certified Financial Statements as on 31.12.2021.

15. The Boards of Directors of the Transferor (1&2), Resulting (1&2) Companies and Transferee/Demerged Company vide its meeting held on 06<sup>th</sup> December 2021 and 04<sup>th</sup> December 2021 respectively have unanimously approved the proposed Scheme as contemplated above and the copies of resolutions passed thereon have been placed on record by the applicant companies.

16. The Appointed date as specified in the Scheme is 01.04.2022.

17. The Statutory Auditors of the Applicant Companies have examined the Scheme in terms of provisions of Sec. 232 of Companies Act, 2013 and the rules made thereunder and certified that the Accounting Standards are in compliance with Section 133 of the Companies Act, 2013. The Certificate of the Statutory Auditors issued in this regard is placed between pages 1232 -1236 of Volume -V of the typed set filed along with the Company Application.

18. Upon consideration of the application filed by the Applicant Companies and the documents filed therewith as well as the position of law, this Tribunal propose to issue the following directions : -





**A. IN RELATION TO THE TRANSFEROR COMPANY-1:****(i) With respect to Equity shareholders:**

Meeting of Equity Share Holders of the Transferor company-1 is directed to be held on **09.09.2022 at 05:30 PM** at its registered office or through video conferencing or if not convenient at any other suitable place for which prior approval shall be sought from this Tribunal within a period of 7 days from the date of this order and prior to the issuance of notices.

**(ii) With respect to Secured Creditors:**

It is represented by the Transferor Company - I that there is **NIL** Secured Creditors, the necessity of convening a meeting does not arise.

**(iii) With respect to Unsecured Creditors:**

It is represented by the Transferor Company - I that there is **NIL** Unsecured Creditors, the necessity of convening a meeting does not arise.

**B. IN RELATION TO THE TRANSFEROR COMPANY-2:****(i) With respect to Equity shareholders:**

Since it is represented by the Transferor Company-2 that there are **8** Secured Creditors in the Company whose consents by way of Affidavits have been obtained from all and are placed on record, the necessity of convening and holding the meeting is **dispensed with**.



(ii) **With respect to Secured Creditors:**

It is represented by the Transferor Company - 2 that there is **NIL** Secured Creditors, the necessity of convening a meeting does not arise.

(iii) **With respect to Unsecured Creditors:**

Since it is represented by the Transferor Company-2 that there is **1** Unsecured Creditor in the Company whose consents by way of Affidavits have been obtained from all and are placed on record, the necessity of convening and holding the meeting is ***dispensed with.***

**C. IN RELATION TO THE TRANSFEREE/DEMERGED COMPANY:**

(i) **With respect to Equity shareholders:**

Meeting of Equity Shareholders of the Transferee/Demerged company is directed to be held on **09.09.2022 at 11:30 AM** at its registered office or through video conferencing or if not convenient at any other suitable place for which prior approval shall be sought from this Tribunal within a period of 7 days from the date of this order and prior to the issuance of notices.

(ii) **With respect to Preference shareholders:**

Since it is represented by the Transferee/Demerged Company that there are **8** Preference shareholders in the Company whose consents by way of Affidavits have been obtained from all and are placed on record, the necessity of convening and holding the meeting is ***dispensed with.***



(iii) **With respect to Secured Creditors:**

Since it is represented by the Transferee/Demerged Company that there are **4** Secured Creditors in the Company whose consents by way of Affidavits have been obtained from all and are placed on record, the necessity of convening and holding the meeting is ***dispensed with.***

(iv) **With respect to Unsecured Creditors:**

Meeting of Unsecured Creditors of the Transferee/Demerged company is directed to be held on **09.09.2022 at 12:30 AM** at its registered office or through video conferencing or if not convenient at any other suitable place for which prior approval shall be sought from this Tribunal within a period of 7 days from the date of this order and prior to the issuance of notices.

**D. IN RELATION TO THE RESULTING COMPANY-1:**(i) **With respect to Equity shareholders:**

Since it is represented by the Resulting Company-1 that there are **8** Equity shareholders in the Company whose consents by way of Affidavits have been obtained from all and are placed on record, the necessity of convening and holding the meeting is ***dispensed with.***

(ii) **With respect to Secured Creditors:**

It is represented by the Resulting Company-1 that there is **NIL** Secured Creditors, the necessity of convening a meeting does not arise.





(iii) **With respect to Unsecured Creditors:**

It is represented by the Resulting Company-1 that there is **NIL** Unsecured Creditors, the necessity of convening a meeting does not arise.

**E. IN RELATION TO THE RESULTING COMPANY-2:**(i) **With respect to Equity shareholders:**

Since it is represented by the Resulting Company-2 that there are **8** Equity shareholders in the Company whose consents by way of Affidavits have been obtained from all and are placed on record, the necessity of convening and holding the meeting is **dispensed with**.

(ii) **With respect to Secured Creditors:**

It is represented by the Resulting Company-2 that there is **NIL** Secured Creditors the necessity of convening a meeting does not arise.

(iii) **With respect to Unsecured Creditors:**

It is represented by the Resulting Company-2 that there is **NIL** Unsecured Creditors the necessity of convening a meeting does not arise.

**19. QUORUM FOR THE MEETING**

The quorum for the meeting of the Equity Shareholder and Unsecured Creditor of the Transferor and Transferee Company shall be as follows;

	Equity Shareholder	Unsecured Creditor
<b>Transferor Company-1</b>	<b>3</b>	<b>NA</b>
<b>Transferee/Deme rged Company</b>	<b>50</b>	<b>12</b>

- i) The Chairperson appointed for the above said meeting of the Transferor Company-1 and Transferee/Demerged Company shall be **Mr. Gautam Chopra, Chartered Accountant** (Mobile No. 98410 77970) and the alternate chairperson appointed for the above said meeting shall be the Whole-time Director who have sworn in affidavit on behalf of the Applicant Companies. The fee of the Chairperson for the aforesaid meeting of the Transferor Company shall be **Rs. 60,000/-** (consolidated) in addition to meeting their incidental expenses.
- ii) **Ms. Alpa Jain, ACS** - (Mobile No.8320068330) is appointed as a Scrutinizer for meeting of the Transferor Company-1 and Transferee/Demerged Company and would be entitled to fee of **Rs. 40,000/-** (consolidated) for services in addition to meeting incidental expenses. The Chairperson will file the reports of the meeting within a week from the date of holding of the above said meetings.
- iii) In case the quorum as noted above, for the above meetings of the Applicant Companies is not present at the meeting, then the meeting shall be adjourned by half an hour, and thereafter the person(s) present and voting shall be deemed to constitute the quorum. For the purpose of computing the quorum the valid proxies shall also be considered, if the proxy in the prescribed form, duly signed by the person entitled to attend and vote at the meeting, is filed with the registered office of the applicant companies at least 48 hours before the meeting. The Chairperson and Alternate Chairperson appointed herein along with Scrutinizer shall ensure that the proxy registers are properly maintained. However, every



endeavour should be made by the applicant companies to attain at least the quorum fixed, if not more in relation to approval of the scheme.

- iv) The meetings shall be conducted either by way of physical means or by video or other audio visual means enabled with e-voting as per applicable procedure prescribed under the MCA Circular MCA General Circular Nos. (i) 20/2020 dated 5<sup>th</sup> May, 2020 (AGM Circular), (ii) 14/2020, dated 08.04.2020 (EGM Circular-I) and (iii) 17/2020 dated 13.04.2020 (EGM Circular-II);
- v) That individual notices of the above said meetings shall be sent by the Applicant Companies through registered post or speed post or through courier or e-mail, 30 days in advance before the scheduled date of the meeting, indicating the day, date, the place and the time as aforesaid, together with a copy of Scheme, copy of explanatory statement, required to be sent under the Companies Act, 2013 and the prescribed form of proxy shall also be sent along and in addition to the above any other documents as may be prescribed under the Act or rules may also be duly sent with the notice.
- vi) That the Applicant Companies shall publish advertisement with a gap of atleast 30 clear days before the aforesaid meetings, indicating the day, date and the place and time as aforesaid, to be published in the English Daily "Business Standard" (All India Edition), "Makkal Kural" Tamil (Tamil Nadu Edition) in Vernacular and "Dainik Jagran" Hindi (All India Edition) stating the copies of Scheme, the Explanatory Statement required to be furnished pursuant to Section 230 of the Companies Act,



2013 and the form of proxy shall be provided free of charge at the registered office of the respective Applicant Companies.

- vii) Voting shall be allowed on the proposed Scheme by voting in person. The Chairperson shall as aforesaid be responsible to report the result of the meeting within a period of 3 days of the conclusion of the meeting with details of voting on the proposed scheme.
- viii) The applicant companies shall further furnish copy of the Scheme free of charge within 1 day of any requisition for the Scheme made by every creditor or member of the applicant companies entitled to attend the meetings as aforesaid.
- ix) The Authorized Representative of the Applicant Companies shall furnish an affidavit of service of notice of meetings and publication of advertisement and compliance of all directions contained herein at least a week before the proposed meetings.
- x) All the aforesaid directions are to be complied with strictly in accordance with the applicable law including forms and formats contained in the Companies (Compromises, Arrangements, Amalgamations) Rules, 2016 as well as the provisions of the Companies Act, 2013 by the Applicants.

20. Accordingly, the Applications stand **Allowed** on the  
aforementioned directions.

-Sd-

**SAMEER KAKAR**  
MEMBER (TECHNICAL)

*Mohanapriya*

-Sd-

**JUSTICE (RETD.) S. RAMATHILAGAM**  
MEMBER (JUDICIAL)

**IN THE NATIONAL COMPANY LAW TRIBUNAL,  
DIVISION BENCH - II, CHENNAI**

**CA(CAA)/52(CHE)/2022**

*Under Sections 230 to 232 of the Companies Act, 2013*

In the matter of Composite *Scheme of Amalgamation & Arrangement*  
between

**M/s. AHILYA HOTELS LIMITED**

*... Applicant/ Transferor Company-1*

And

**M/s. SAYAJI HOTELS MANAGEMENT LIMITED**

*... Applicant / Transferor Company-2*

With

**M/s. SAYAJI HOTELS LIMITED**

*... Applicant / Transferee/Demerger Company*

And

**M/s. SAYAJI HOTELS (INDORE) LIMITED**

*... Applicant / Resulting Company-1*

And

**M/s. SAYAJI HOTELS (PUNE) LIMITED**

*... Applicant / Resulting Company-2*

*And*

**Their Respective Shareholders and Creditors**

CORAM

**Justice (Retd.) S.RAMATHILAGAM, MEMBER (JUDICIAL)**

**SAMEER KAKAR, MEMBER (TECHNICAL)**

**CORRIGENDUM**

In exercise of powers under Rule 154 of National Company Law Tribunal Rules, 2016, the Common Order dated 14.07.2022 is rectified as under;

1. **At Page No. 3, Para 2, in 3<sup>rd</sup> line from top** it shall be read as "**Authorized Representative**" instead of "Whole-Time Director".



2. **At Page No. 7, Para 9, in 6<sup>th</sup> line from bottom** it shall be read as **"Rupees eight Crore ninety five lakh ninety seven thousand seven hundred only"** instead of **"Rupees eighty nine Crore fifty nine lakh seven thousand seven hundred only"**.
3. **At Page No. 7, Para 9, in 4<sup>th</sup> line from bottom** it shall be read as **"8,959,770"** instead of **"8,959,77"**.
4. **At Page No. 8, Para 11, 6<sup>th</sup> line from bottom** it shall be read as **"Rs. 27,51,80,000/- (Rupees Twenty seven crore fifty one lakh eighty thousand only)"** instead of **"Rs. 10,00,00,000/-(Rupees Ten Crore only)**.
5. **At Page No. 11, Part B (i), in 2<sup>nd</sup> line from top** it shall be read as **"8 Equity Shareholders"** instead of **"8 Secured Creditors"**.
6. **At Page No. 13, Part C (iv), in 3<sup>rd</sup> line from top** it shall be read as **"12:30 PM"** instead of **"12:30 AM"**.
7. **At Page No. 9, Para 13, in 4<sup>th</sup> & 5<sup>th</sup> line from bottom** it shall be read as **"Resulting Company-2"** instead of **"Resulting Company-1"**.

**SAMEER KAKAR**  
MEMBER (TECHNICAL)

**JUSTICE (RETD.) S. RAMATHILAGAM**  
MEMBER (JUDICIAL)

DATED AT CHENNAI ON THIS 27<sup>TH</sup> DAY OF JULY, 2022