

**SCHEME OF AMALGAMATION AND ARRANGEMENT  
AMONGST  
KSH LOGISTICS PRIVATE LIMITED  
AND  
KSH DISTRI PARKS PRIVATE LIMITED  
AND  
KAMAL DIESELS PRIVATE LIMITED  
AND  
THEIR RESPECTIVE SHAREHOLDERS**

(Under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013)

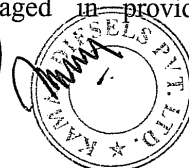
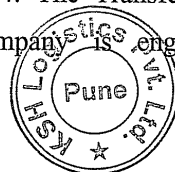
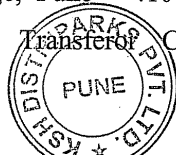
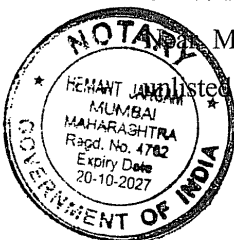
**I. PREAMBLE**

This Scheme of Amalgamation and Arrangement is presented under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 for the amalgamation of KSH Logistics Private Limited (“KLPL” or “the Transferor Company”) with KSH Distriparks Private Limited (“KDPL” or “the Transferee Company” or “the Demerged Company”) and demerger of the 3PL Undertaking (as defined hereinafter) of KDPL to Kamal Diesels Private Limited (“Kamal Diesels” or “the Resulting Company”) and their respective shareholders (“Scheme”). The Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

The Scheme, depending on the relevant circumstances, shall take effect in the sequence as provided herein after.

**II. BACKGROUND OF THE COMPANIES**

- i. The Transferor Company was incorporated on the 23<sup>rd</sup> day of May 1995 as a private limited company, bearing Corporate Identity Number (CIN): U31101MH1995PTC088703, and is currently having its registered office at Office No 4, Commercial Complex, Survey No 846, Servants of India Society, Marathwada College, Pune - 410004. The Transferor Company is an unlisted company. The Transferee Company is engaged in providing



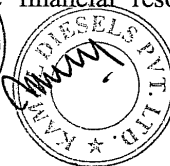
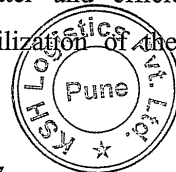
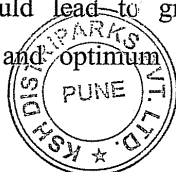
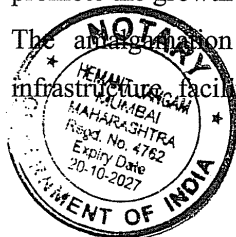
transportation services to the Transferee Company and third-party customers. It also provides third party logistics services to its customers.

- ii. The Transferee Company or Demerged Company was incorporated on the 17<sup>th</sup> day of May 2006 as a private limited company, bearing Corporate Identity Number (CIN): U60210PN2006PTC132062, and is currently having its registered office at A-18, A-18/1, Talegaon Floriculture and Industrial Park, MIDC, Talegaon - 410507. The Transferee Company is an unlisted company. The Transferee Company operates an Inland Container Depot and also provides warehousing, transportation, logistics and logistics infrastructure services.
- iii. Kamal Diesels was incorporated on the 15<sup>th</sup> day of June, 1982 as a private limited company, bearing Corporate Identity Number (CIN): U29111MH1982PTC027444, and is currently having its registered office at 461/2 Sadashiv Peth, Tilak Road, Pune - 411030. The Resulting Company is an unlisted company. As on date, the Resulting Company is not carrying on any operations but proposes to enter into the business of 3<sup>rd</sup> Party Logistics, warehousing, transport and related services.

### III. RATIONALE OF THE SCHEME

The Scheme involves merger of the Transferor Company with the Transferee Company and subsequent demerger of the entire 3PL Undertaking (defined herein) to the Resulting Company. The objective of the Scheme is to consolidate the Inland Container Depot ('ICD') business of The Transferor Company with the Transferee Company in a manner which enable creation of a consolidated ICD business of considerable size. The Board of Directors (defined herein) of the Transferor Company (defined herein), Transferee Company (defined herein) and the Resulting Company (defined herein) believe that the Scheme will have the following benefits:

1. Greater integration and financial strength for the amalgamated entity, which would result in maximizing overall shareholder value, and will improve the financial position of the amalgamated entity.
2. Streamlining and simplification of group structure by eliminating companies having similar objectives and similar businesses.
3. Better and efficient control by the management for the segregated business and promote the growth of the logistics business;
4. The amalgamation would lead to greater and efficient use of common infrastructure facilities and optimum utilization of the financial resources,



managerial and technical expertise of the Transferor Company and the Transferee Company.

5. Greater economies of scale and operational efficiency which will provide a larger and stronger base for potential future growth.
6. Each business would be able to address independent business opportunities, pursue efficient capital allocation and attract different sets of investors, strategic partners, lenders and other stakeholders.
7. A focused growth strategy on the ICD business as well as the 3PL business which would be in the best interests of all stakeholders;
8. Unlocking and maximizing shareholder value.

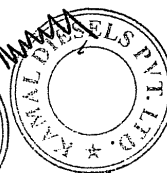
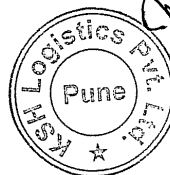
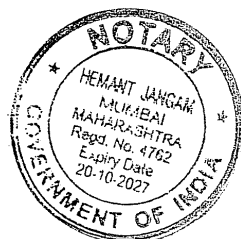
#### IV. NO ARRANGEMENT WITH CREDITORS

The Scheme in no way, is a scheme of compromise or arrangement with the creditors and is not, in any way, adversely affecting the rights of the creditors because the aggregate assets of the Transferee Company and the Resulting Company are more than sufficient to meet the liabilities of the respective creditors in full. The present Scheme is not a scheme of corporate debt restructuring as envisaged under Section 230(2)(c) of the Act or a scheme of compromise or arrangement with creditors.

#### V. PARTS OF THE SCHEME

The Scheme is divided into the following parts:

- (i) **Part A** - Deals with Definitions and Interpretations
- (ii) **Part B** – Deals with details of share capital of the Transferor Company, Transferee Company and the Resulting Company
- (iii) **Part C** - Deals with the amalgamation of the Transferor Company with the Transferee Company
- (iv) **Part D** – Deals with the demerger of the 3PL Undertaking of the Demerged Company into the Resulting Company
- (v) **Part E** – Deals with reduction of paid-up share capital of the Resulting Company
- (vi) **Part F** – Deals with General Clauses, Terms and Conditions

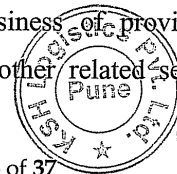
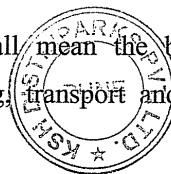
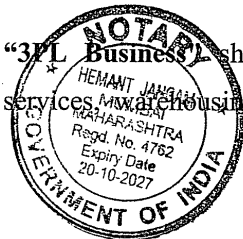


**PART A - DEFINITIONS AND INTERPRETATIONS**

**1 DEFINITIONS**

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

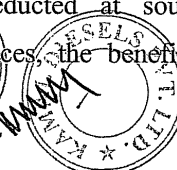
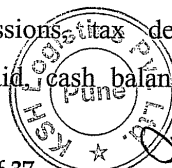
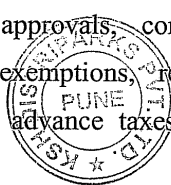
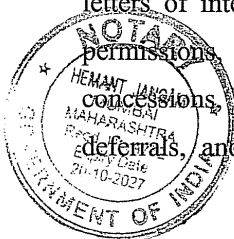
- 1.1 **“Act” or “the Act”** means the Companies Act, 2013, the rules and regulations made thereunder and will include any statutory modification or re-enactment thereof for the time being in force.
- 1.2 **“Amalgamation”** means an amalgamation as defined under Section 2(1B) of the Income - tax Act, 1961.
- 1.3 **“Applicable Law(s)”** means: (a) all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, circulars, listing agreements, notifications, guidelines or policies of any applicable country and/or jurisdiction, (b) administrative interpretation, writ, injunction, directions, directives, judgment, arbitral award, decree, orders or governmental approvals of, or agreements with, any governmental authority or recognized stock exchange, and (c) international treaties, conventions and protocols, as may be in force from time to time.
- 1.4 **“Appointed Date”** means the 1<sup>st</sup> day of April 2023 or such other date as may be fixed or approved by the National Company Law Tribunal at Mumbai or such other date as may be determined by the Board of the Transferor Company, Transferee Company and the Resulting Company with approval of NCLT or such other date as the NCLT may direct.
- 1.5 **“Board of Directors” or “Board”** means the Board of Directors of the Transferor Company, Transferee Company and the Resulting Company, as the case may be, and shall include a committee duly constituted and authorized by each of the companies and/or their respective Boards, for the purposes of various matters pertaining to the Scheme and/or any other related, connected, or incidental matters.
- 1.6 **“3PL Business”** shall mean the business of providing third Party logistic services such as warehousing, transport and other related services carried on by the



Transferor Company and vested into the Demerged Company pursuant to Part C of this Scheme.

1.7 '**3PL Undertaking**' shall mean the 3PL business of the Demerged Company (vested into it pursuant to Part C of the Scheme) comprising inter alia of its undertakings, assets, liabilities, properties, investments and employees, of whatsoever nature and kind, and wheresoever situated, (excluding specifically identified employees by the Board of the Demerged Company), which relate thereto, or are necessary thereof as on the Appointed Date on a going concern basis, including but not limited to the following:

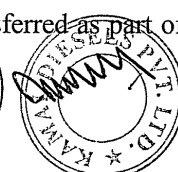
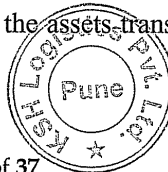
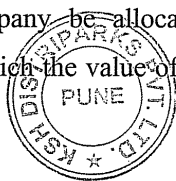
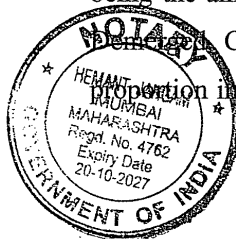
- a) All assets and properties, tangible or intangible, whether corporeal or incorporeal, leasehold or otherwise, plant and machinery, trucks, vehicles taken on sub-contracting basis, capital work in progress, advances, deposits, sundry debtors, cash and bank balances, bills of exchange, other fixed assets and loans pertaining to the 3PL Undertaking;
- b) All present and future liabilities relatable to the 3PL Undertaking including loans, debts, current liabilities and provisions, duties and obligations;
- c) Assets and liabilities other than those referred to in sub-clause (a) and (b) above being general in nature, if any, of the Demerged Company being allocated to the 3PL Undertaking in the manner as may be decided by the Board of Directors of the Demerged Company and the Resulting Company;
- d) Without prejudice to the generality of the above, the 3PL Undertaking shall include in particular:
  - i) all properties constituting and relating to or required for the 3PL Undertaking wherever situated, including all fixed assets, work in progress, current assets, plant and machinery, trucks, vehicles on sub-contracting basis, equipment, offices, office equipment, accessories, computer, fixtures, fittings, furniture, softwares in respect of the 3PL Undertaking;
  - ii) all permits, quotas, rights, entitlements, powers, allotments, authorities, letters of intent, expressions of interest, municipal and other statutory permissions, approvals, consents, licenses, registrations, subsidies, concessions, exemptions, remissions, tax deducted at source, tax deferrals, and advance taxes paid, cash balances, the benefit of any



deposit, financial assets, belonging to or proposed to be utilized for the 3PL Undertaking, bank balances and bank accounts relating to the day to day operations and specific to the 3PL Undertaking, privileges, all other rights and benefits, other intellectual property rights of any nature whatsoever and licenses in respect thereof, powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephone, telexes, facsimile connection and installations, utilities, power lines, electricity and other services, provisions, funds, benefits of all agreements, subsidies, grants, special incentive schemes and any other incentive schemes formulated by Central or State Government, if any, contracts and arrangements, other records, whether in physical form or electronic form, insurance policies and all other interest in connection with or relating to 3PL Undertaking;

- iii) all records, files, papers, computer programs, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former clients and suppliers, clients credit information, clients pricing information, and other records, whether in physical form or electronic form in connection with or relating to the 3PL Undertaking;
- iv) all contracts, sub-contracts, agreements, understanding in connection with or pertaining to or relatable to 3PL Undertaking;
- v) all employees of the Demerged Company employed on full-time, if any or contract basis and / or relatable to 3PL Undertaking as on the Effective Date; and
- vi) all earnest moneys and/or security deposits, if any, paid or received by the Demerged Company in connection with or relating to 3PL Undertaking.
- vii) all liabilities (including contingent liabilities) arising out of the activities or operation of 3PL Undertaking including in relation or connection with taxes or under or in relation to its contracts, other obligations, duties and sums owing;
- viii) specific loans and borrowings raised, incurred and utilized solely for the activities or operations of 3PL Undertaking;
- ix) liabilities other than those referred to in clauses (vii) and (viii) above being the amounts of general or multipurpose borrowings, if any, of the

Demerged Company be allocated to 3PL Undertaking in the same proportion in which the value of the assets transferred as part of the 3PL



Undertaking bears to the total value of the assets of the Demerged Company immediately before the Appointed Date of the Scheme.

- e) Whether any particular asset or liability should be included as asset or liability of 3PL Undertaking or otherwise shall be decided mutually by the Board of Directors or any committee thereof of the Demerged Company and the Resulting Company.

1.8 **“Effective Date” or “coming into effect of this Scheme” or “upon the scheme becoming effective” or “effectiveness of the scheme”** means the date on which the certified or authenticated copies of the order sanctioning this Scheme, passed by the National Company Law Tribunal at Mumbai are filed with the Registrar of Companies.

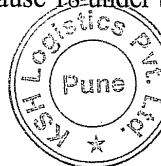
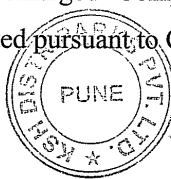
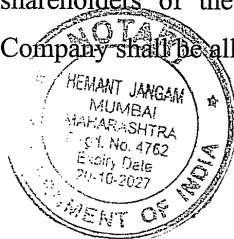
1.9 **“Encumbrance”** means any: (a) charge, lien (statutory or other), or mortgage, any easement, right of way, right of first refusal or other encumbrance or security interest securing any obligation of any person; (b) pre-emption right, option, right to acquire, right to set off or other third party right or claim of any kind, including any restriction on use, voting, Transfer, receipt of income or exercise; or (c) any equity, assignments hypothecation, title retention, restriction, power of sale or other type of preferential arrangements; or (iv) any agreement to create any of the above, and the term “Encumbered” shall be construed accordingly.

1.10 **“Income Tax Act”** means the Income Tax Act, 1961, including the rules made thereunder, and any amendments, alterations, modifications made thereto or any re-enactments thereof for the time being in force.

1.11 **“INR” or “Rupee(s)”** means Indian Rupee, the lawful currency of Republic of India.

1.12 **“NCLT” or “Tribunal”** means the National Company Law Tribunal, Mumbai bench, having jurisdiction in relation to the Transferor Company, Transferee Company and Resulting Company.

1.13 **“Record Date”** means the 1<sup>st</sup> day of April 2023 or such other date, to be fixed by the Board of the Demerged Company for the purpose of determining the equity shareholders of the Demerged Company to whom shares of the Resulting Company shall be allotted pursuant to Clause 18 under the Scheme.



1.14 **“Remaining Business of KDPL”** means all the undertakings, businesses, activities and operations of KDPL but excluding the 3PL business as defined in Clause 1.6 above.

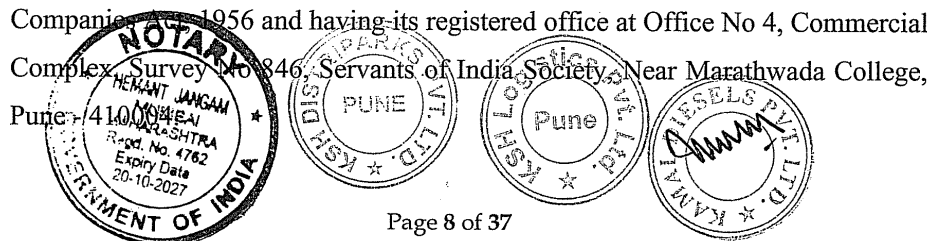
1.15 **“Resulting Company” or “Kamal Diesels” means:**

- Kamal Diesels Private Limited, (CIN:U29111MH1982PTC027444) a company incorporated under the Companies Act, 1956 and having its registered office at 461/2 Sadashiv Peth, Tilak Road, Pune – 411030;
- The Board of Kamal Diesels has approved the change of name of Kamal Diesels to KSH Supply Chain Private Limited or such other name as may be approved by the Registrar of Companies subject to applicable shareholder, creditor and regulatory consents. On receipt of approval from the Registrar of Companies, all references to Kamal Diesels or Resulting Company shall be construed as references to KSH Supply Chain Private Limited or such other name as may be approved by the Registrar of Companies

1.16 **“Scheme” or “the Scheme” or “this Scheme”** means this Scheme of Amalgamation and Arrangement in its present form or with any modification(s)/ amendment(s) made under Clause 28 of this Scheme as approved or directed by the NCLT.

1.17 **“Taxation” or “Tax” or “Taxes”** means all forms of taxes (whether direct or indirect) and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions and levies and whether levied by reference to income, profits, book profits, gains, asset values, turnover, added value or otherwise and shall further include payments in respect of or on account of Tax, whether by way of deduction at source, advance tax, minimum alternate tax or otherwise or attributable directly or primarily to the Transferor Company and the Transferee Company and the Resulting Company and all penalties, charges, costs and interest relating thereto.

1.18 **“Transferor Company” or “KLPL”** means KSH Logistics Private Limited, (CIN: U31101MH1995PTC088703) a company incorporated under the Companies Act, 1956 and having its registered office at Office No 4, Commercial Complex Survey No 846, Servants of India Society, Near Marathwada College, Pune - 411004.

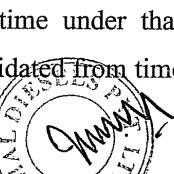
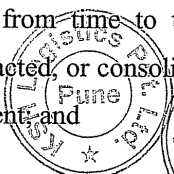
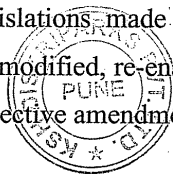
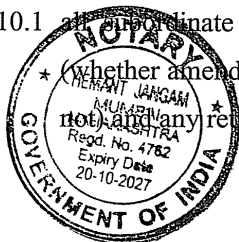




1.19 “Transferee Company” or “Demerged Company” or “KDPL” means KSH Distriparks Private Limited, (CIN: U60210PN2006PTC132062) a company incorporated under the Companies Act, 1956 and having its registered office at A-18, A-18/1, Talegaon Floriculture and Industrial Park, MIDC, Talegaon - 410507.

## 2 INTERPRETATIONS

- 2.1 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 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.
- 2.2 In this Scheme, unless the context otherwise requires:
- 2.2.1 Words denoting singular shall include plural and vice versa;
- 2.2.2 Headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- 2.2.3 references to the word “include” or “including” shall be construed without limitation;
- 2.2.4 a reference to an article, clause, section, paragraph, or schedule is, unless indicated to the contrary, a reference to an article, clause, section, paragraph, or schedule of this Scheme;
- 2.2.5 reference to a document includes an amendment or supplement to, or replacement or novation of, that document; and
- 2.2.6 references to a person include any individual, firm, body corporate (whether incorporated or not), Government, state or agency of a state or any joint venture, association, partnership, works councilor employee representatives body (whether having separate legal personality or not).
- 2.2.7 references to any of the terms, taxes, duty, levy, cess in the Scheme shall be construed as reference to all of them whether jointly or severally.
- 2.2.8 word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed to them.
- 2.2.9 references to dates shall be construed to be references to Indian dates;
- 2.2.10 any reference to any statute or statutory provision shall include:
- 2.2.10.1 all subordinate legislations made from time to time under that provision (whether amended, modified, re-enacted, or consolidated from time to time or not) and any retrospective amendment; and

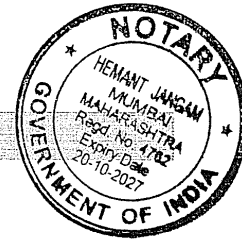


2.2.10.2 such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the filing of this Scheme) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to the matters contemplated under this Scheme and (to the extent liability there under may exist or can arise) shall include any past statutory provision (as amended, modified, re-enacted or consolidated from time to time) which the provision referred to has directly or indirectly replaced.

### 3 DATE OF TAKING EFFECT AND OPERATIVE DATE

3.1 The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the NCLT or made as per Clause 28 of the Scheme, shall be effective from the Appointed Date.

3.2 Any references in the Scheme to “upon the Scheme becoming effective” or “effectiveness of the Scheme” shall mean the Effective Date.



## PART B – DETAILS OF SHARE CAPITAL

### 4 SHARE CAPITAL

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

Share Capital	Amount (in INR)
<b>Authorised Share Capital</b>	
1,50,00,000 equity shares of INR 10/- each	15,00,00,000
<b>TOTAL</b>	<b>15,00,00,000</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
1,37,50,000 equity shares of INR 10/- each, fully paid up	13,75,00,000
<b>TOTAL</b>	<b>13,75,00,000</b>

Subsequent to the above date, there has been no change in the authorized, issued, subscribed and paid-up equity share capital of the Transferor Company. As on the date of approval of this Scheme by the Board of Directors of the Transferor

Company, the Transferor Company is a wholly owned subsidiary of the Transferee Company.

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

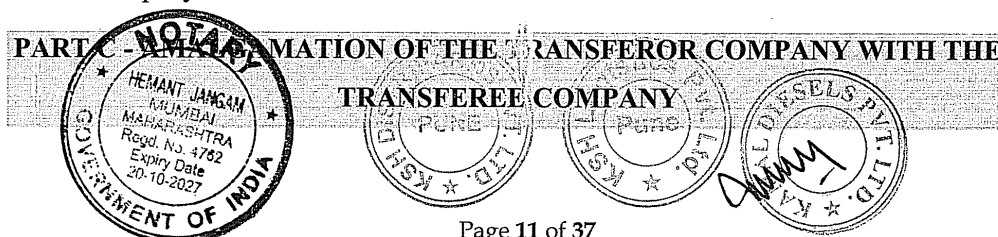
Share Capital	Amount (in INR)
<b>Authorised Capital</b>	
7,24,00,000 equity shares of INR 10/- each	72,40,00,000
<b>TOTAL</b>	<b>72,40,00,000</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
6,02,26,129 equity shares of INR 10/- each, fully paid up	60,22,61,290
<b>TOTAL</b>	<b>60,22,61,290</b>

Subsequent to the above date, there has been no change in the authorized, issued, subscribed and paid-up equity share capital of the Transferee Company.

- 4.3 The authorized, issued, subscribed and paid-up equity share capital of the Resulting Company as on 31<sup>st</sup> March 2023 is as under:

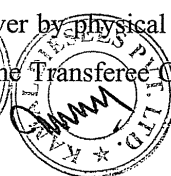
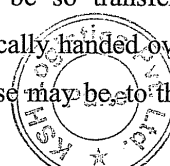
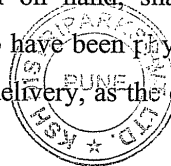
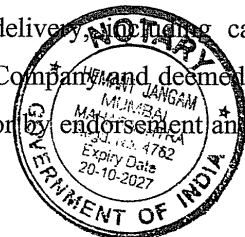
Share Capital	Amount (in INR)
<b>Authorised Capital</b>	
5,000 equity shares of INR 100/- each	5,00,000
<b>TOTAL</b>	<b>5,00,000</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
4,998 equity shares of INR 100 /- each, fully paid up	499,800
<b>TOTAL</b>	<b>499,800</b>

Subsequent to the above date, there has been no change in the authorized, issued, subscribed and paid-up equity share capital of the Resulting Company. As on the date of approval of this Scheme by the Board of Directors of the Resulting Company, the Resulting Company is a wholly owned subsidiary of the Demerged Company.



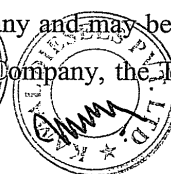
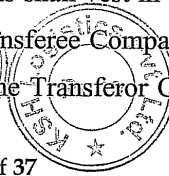
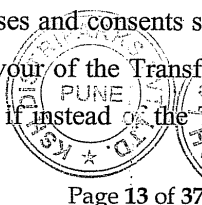
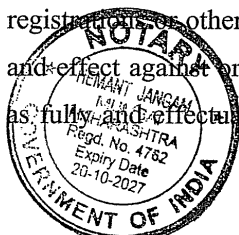
## 5 TRANSFER AND VESTING

- 5.1 Subject to the provisions of this Scheme as specified hereinafter and with effect from the Appointed Date, the entire business and whole of the undertaking of the Transferor Company including all properties and assets (whether movable or immovable, tangible or intangible), land and building, leasehold assets and other properties, real, in possession or reversion, present and contingent assets (whether tangible or intangible) of whatsoever nature, all the receivables, advances, deposits etc. and assets of the Transferor Company comprising amongst others all plant and machinery, investments, and business licenses, permits, authorizations, if any, rights and benefits of all agreements, subsidies, grants, concessions and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals, advance and other taxes paid to the authorities, brand names, trademarks, copy rights, lease, tenancy rights, statutory permissions, consents and registrations, all rights or titles or interest in properties by virtue of any court decree or order, all records, files, papers, contracts, licenses, power of attorney, lease, tenancy rights, letter of intents, permissions, benefits under income tax and indirect tax (including but not limited to benefits of tax relief under Income Tax Act such as credit for advance tax, tax deducted at source, unutilized deposits or credits, minimum alternate tax, etc., credit for service tax, sales tax / value added tax / goods and service tax and / or any other statutes, incentives under indirect taxes, if any, the brought forward losses and unabsorbed depreciation as per the books of accounts and the tax losses and unabsorbed depreciation under the provisions of Income Tax Act) if any, and all other rights, title, interest, contracts, consent, approvals or powers of every kind and description, agreements shall, pursuant to the order of NCLT and pursuant to provisions of Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Act and without further act, instrument or deed, but subject to the charges affecting the same shall stand transferred to and vested in or deemed to be transferred to and vested in the Transferee Company on a going concern basis so as to become the assets of the Transferee Company with all rights, title, interest or obligations of the Transferor Company therein.
- 5.2 In respect of all the movable assets of the Transferor Company and the assets which are otherwise capable of transfer by physical delivery or endorsement and delivery, including cash on hand, shall be so transferred to the Transferee Company and deemed to have been physically handed over by physical delivery or by endorsement and delivery, as the case may be, to the Transferee Company



to the end and intent that the property and benefit therein passes to the Transferee Company with effect from the Appointed Date.

- 5.3 In respect of any assets of the Transferor Company other than those mentioned in Clause 5.2 above, including actionable claims, sundry debtors, outstanding loans, advances recoverable in cash or kind, bank balances and deposits including deposits paid in relation to outstanding litigations, if any, with Government, semi-Government, local and other authorities, customers and other persons, shall, without any further act, instrument or deed, be transferred to and vested into as the property of the Transferee Company. The Transferee Company, may issue notices in such form as the Transferee Company deems fit and proper stating that pursuant to the NCLT having sanctioned this Scheme between the Transferor Company and the Transferee Company under Sections 230 to 232 of the Companies Act 2013, the relevant debt, loan, advance or other asset, be paid or made good or held on account of the Transferee Company, as the person entitled thereto, to the end and intent that the right of the Transferor Company to recover or realize the same stands transferred to the Transferee Company and that appropriate entries should be passed in their respective books to record the aforesaid changes.
- 5.4 All the assets, investments and properties which are acquired by the Transferor Company on or after the Appointed Date shall be deemed to be and shall become the assets and properties of the Transferee Company and shall under the provisions of Sections 230 to 232 and all other applicable provisions if any of the Act, without any further act or execution of any instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme pursuant to the provisions of Sections 230 to 232 of the Act.
- 5.5 With effect from the Appointed Date and upon the scheme becoming effective, any statutory licenses, permissions, approvals, quotas or consents to carry on the operations and business of the Transferor Company shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be appropriately mutated by the statutory authorities concerned in favour of the Transferee Company. The benefit of all statutory and regulatory permissions, registrations and other licenses and consents shall vest in and shall be in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectually as if instead of the Transferor Company, the Transferee





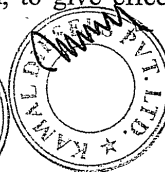
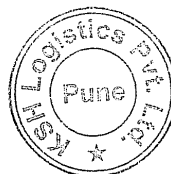
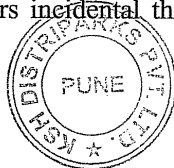
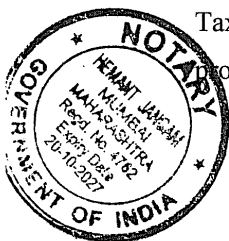
give a guarantee to any person in respect of any obligation of the Transferor Company shall continue in full force and effect against the Transferee Company.

5.10 Where any of the liabilities and obligations attributed to the Transferor Company on the Appointed Date have been discharged by the Transferor Company on after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on behalf of the Transferee Company.

5.11 Upon the Scheme becoming effective, all taxes payable by, or refundable to, the Transferor Company, including any refunds, claims or credits (including credits for income tax, withholding tax, advance tax, self-assessment tax, minimum alternate tax, CENVAT credit, goods and services tax credits, other indirect tax credits and other tax receivables) shall be treated as the tax liability, refunds, claims, or credits, as the case maybe, of the Transferee Company. The Transferee Company shall be entitled to initiate, raise, add or modify any claims in relation to such taxes on behalf of the Transferor Company.

5.12 Taxes, if any, paid or payable by the Transferor Company after the Appointed Date shall be treated as paid or payable by the Transferee Company and the Transferee Company shall be entitled to claim the credit, refund or adjustment for the same as may be applicable. If the Transferor Company is entitled to any unutilized credits (including balances or advances), benefits, subsidies, grants, special status and other benefits or privileges of whatsoever nature under the incentive schemes and policies including tax holiday or concessions under any Tax Laws or Applicable Laws, the same shall, to the extent statutorily available and along with associated obligations, stand transferred to and be available to the Transferee Company as if the Transferee Company was originally entitled to all such benefits, entitlements, incentives and concessions and the Transferee Company shall be entitled as an integral part of the Scheme to claim such benefit or incentives or unutilised credits as the case may be automatically without any specific approval or permission.

5.13 Upon the Scheme becoming effective, the Transferee Company shall have the right to revise its financial statements and returns along with prescribed forms, filings and annexures under the Tax Laws and to claim refunds and/or credit for Taxes paid and for matters incidental thereto, if required, to give effect to the provisions of the Scheme.



5.14 It is hereby clarified that in case of any refunds, benefits, incentives, grants, subsidies, etc., the Transferor Company, shall, if so required by the Transferee Company, issue notices in such form as the Transferee Company may deem fit and proper stating that pursuant to the NCLT having sanctioned this Scheme under Sections 230 to 232 of the Act, the relevant refund, benefit, incentive, grant, subsidies, be paid or made good or held on account of the Transferee Company, as the person entitled thereto, to the end and intent that the right of the Transferor Company, to recover or realise the same, stands transferred to the Transferee Company and that appropriate entries should be passed in their respective books to record the aforesaid changes;

## 6 CONSIDERATION

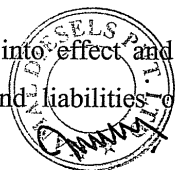
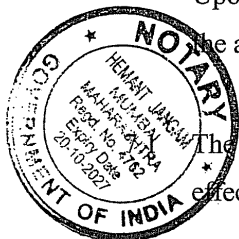
- 6.1 The entire issued, subscribed and paid-up equity share capital of the Transferor Company is held by the Transferee Company.
- 6.2 Upon the scheme becoming effective, no shares of the Transferee Company shall be issued or allotted in lieu or exchange of its holding in the Transferor Company and, investment in the share capital of the Transferor Company held by the Transferee Company as on the Effective Date shall stand automatically cancelled accordingly, without any further application, act, instrument or deed.
- 6.3 The cancellation of the equity share capital held by the Transferee Company in the Transferor Company, in accordance with Clause 6.2 of this Scheme, shall be effected as a part of this Scheme itself and not under a separate procedure, in terms of Section 66 of the Companies Act and the order of the NCLT sanctioning this Scheme shall be deemed to be an order under Section 66 of the Companies Act, or any other applicable provisions, confirming the reduction.

## 7 ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEEE COMPANY

Notwithstanding anything to the contrary contained in any other clause in the Scheme, the Transferee Company shall account for the amalgamation in its books of accounts in accordance with 'Purchase Method' as per Accounting Standard – 14 notified under the Companies (Accounting Standards) Rules, 2021, specified under section 133 and other relevant provisions of the Companies Act, 2013.

Upon the Scheme becoming effective, the Transferee Company shall account for the amalgamation in its books as under—

The Transferee Company shall upon the Scheme coming into effect and with effect from the Appointed Date, record all the assets and liabilities of the



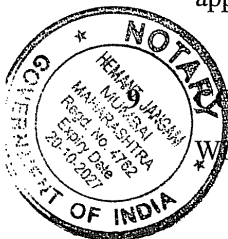


Transferor Company vested in it pursuant to this Scheme, at their existing carrying amounts thereof and in the same form as appearing in the books of the Transferor Company at the close of business of the day immediately preceding the Appointed Date.

- 7.2 Amount of share capital and all the reserves of the Transferor Company and investment held by the Transferee Company in the Transferor Company shall be adjusted against each other and difference, if any, will be adjusted in its books of account in accordance with applicable accounting standards specified under section 133 of the Act and other generally accepted accounting principles.
- 7.3 The inter-corporate deposits/ loans and advances/ balance outstanding between the Transferor Company and the Transferee Company will stand cancelled and there will be no obligation in that behalf.
- 7.4 In case of any difference in accounting policy between the Transferor Company and the Transferee Company, the impact of the same till the Appointed Date will be quantified and recorded in accordance with applicable Accounting Standards notified under applicable section(s) of the Act to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

## 8 PROFITS, DIVIDEND, BONUS SHARES

- 8.1 The Transferor Company and / or the Transferee Company shall be entitled to declare dividends, whether interim and / or final, to consolidate / subdivide the shares, to issue bonus shares / rights shares to their respective shareholders and / or to undertake any other corporate action prior to the Effective Date.
- 8.2 It is clarified that the aforesaid provision is an enabling provision only and shall not be deemed to confer any right on any shareholder of the Transferor Company and / or the Transferee Company to demand or claim any dividend / bonus shares / rights shares or any other corporate action, which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Board of Directors, and if applicable in accordance with the provisions of the Act, be subject to the approval of the shareholders.



**CONDUCT OF BUSINESS TILL EFFECTIVE DATE**  
 With effect from the Appointed Date and up to and including the Effective Date:

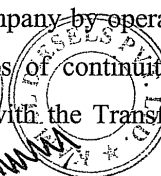
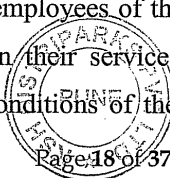
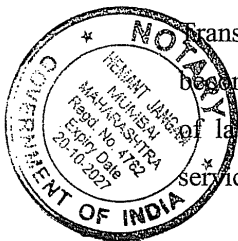


- 9.1 The Transferor Company shall be deemed to have been carrying on and shall carry on its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all its properties and assets pertaining to the business and undertaking of the Transferor Company for and on account of and in trust for the Transferee Company. The Transferor Company hereby undertakes to hold the said assets with utmost prudence until the Effective Date.
- 9.2 The Transferor Company shall carry on its business and 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 or part thereof.
- 9.3 All the profits or income accruing or arising to the Transferor Company or expenditure or losses arising or incurred or suffered by the Transferor Company pertaining to the business of the Transferor Company 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.
- 9.4 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central/State Government, and all other agencies, departments and authorities concerned as are necessary under any law or rules, for such consents, approvals and sanctions, which the Transferee Company may require pursuant to this Scheme.

## 10 EMPLOYEES

- 10.1 The Transferor Company shall not vary the terms and conditions of employment of any of the employees 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 as the case may be, prior to the Effective Date.

- 10.2 Upon the Scheme becoming effective, all staff, workmen and employees of the Transferor Company, if any, who are in service as on the Effective Date shall become staff, workmen and employees of the Transferee Company by operation of law, without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Transferee

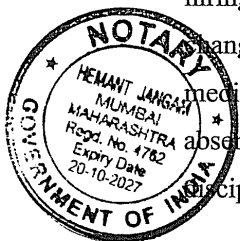


Company shall not be less favorable than those applicable to them with reference to their employment with the Transferor Company. The Transferee Company agrees that the services of all such employees with the Transferor Company, up to the Effective Date shall be taken into account for purposes of all retirement benefits to which they may be eligible as on the Effective Date.

10.3 It is expressly provided that, on the Scheme becoming effective, the provident fund, gratuity fund, superannuation fund or such other special fund, if any, or trusts (hereinafter collectively referred as 'Funds') created for the benefit of the staff, workmen and employees of the Transferor Company shall, with the approval of the concerned authorities, become Funds of the Transferee Company, or shall be transferred to or merged with other similar funds of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such Funds or in relation to the obligation to make contributions to the said Funds in accordance with the provisions thereof as per the terms provided in the respective trust deeds or other agreements, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such Funds shall become those of the Transferee Company. It is clarified that the services of the staff, workmen and employees will be treated as having been continuous for the purpose of the said Funds.

10.4 Services of all employees of the Transferor Company, shall be taken into account by the Transferee Company for the purposes of all benefits to which such staff, workmen, and employees may be eligible, including in relation to the level of remuneration and contractual and statutory benefits, incentive plans, terminal benefits, gratuity plans, provident plans, and other retirement benefits and accordingly, such benefits shall be reckoned from the date of their respective appointment in the Transferor Company. The Transferee Company undertakes to pay the same, as and when payable under Applicable Laws.

10.5 The Transferor Company will transfer/handover to the Transferee Company, copies of employment information of all such transferred employees of the Transferor Company, including but not limited to, personnel files (including hiring documents, existing employment contracts, and documents reflecting changes in an employee's position, compensation, or benefits), payroll records, medical documents (including documents relating to past or ongoing leaves of absence, on the job injuries or illness, or fitness for work examinations), disciplinary records, supervisory files and all forms, notifications, orders and



contribution/identity cards issued by the concerned authorities relating to benefits transferred pursuant to this sub-clause.

10.6 The Transferee Company shall continue to abide by any agreement(s)/ settlement(s) entered into by the Transferor Company with its employees, which are subsisting or having effect immediately prior to Appointed Date and continuing from Appointed Date till the Effective Date.

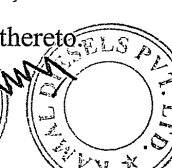
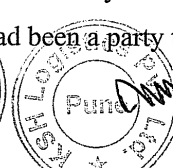
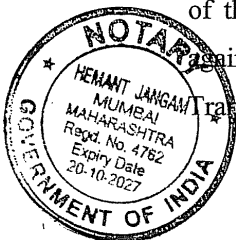
## 11 LEGAL PROCEEDINGS

11.1 If any suit, appeal or other proceeding of whatever nature by or against the Transferor Company is pending, 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 the Transferee Company, as the case may be, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made.

11.2 The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company referred to in Clause 11.1 above, transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company to the extent legally permissible after the Scheme being effective. To the extent such proceedings cannot be taken over by the Transferee Company, the same shall be pursued by or against the Transferor Company for and on behalf of the Transferee Company as per the instructions of and entirely at the cost and expenses of the Transferee Company.

## 12 CONTRACTS, DEEDS, ETC.

12.1 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 to which the Transferor Company is a 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, the Transferee Company had been a party thereto.



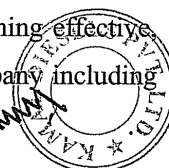
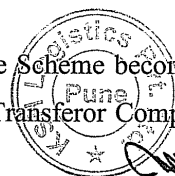
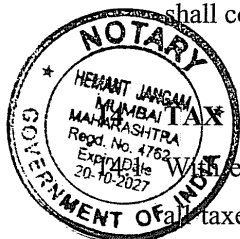
12.2 The Transferee Company shall, any time after the Effective Date, as the successor entity of the Transferor Company, if so required under any Applicable Law or otherwise, enter into and/or issue and/or execute deeds, writings or confirmations or enter into any arrangements, confirmations or novations with any party to any contract or arrangement, including any filings with the regulatory authorities, in order to give formal effect to the provisions of this Scheme. The Transferee Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme, *inter alia* in its capacity as the successor-in-interest of the Transferor Company.

12.3 Upon the Scheme coming into effect on the Effective Date, with effect from the Appointed Date, the Transferee Company shall be entitled to the benefit of the past experience and / or performance of the Transferor Company for all purposes without any further act, instrument or deed required by the Transferee Company and without any approval or acknowledgement being required from any third party.

12.4 With effect from the Effective Date, all *inter-se* contracts solely between the Transferor Company and the Transferee Company shall stand cancelled and cease to operate, and appropriate effect shall be given to such cancellation and cessation in records of the Transferee Company.

### 13 VALIDITY OF EXISTING RESOLUTIONS, ETC.

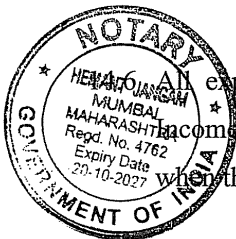
Upon the effectiveness of this Scheme, the resolutions of the Transferor Company, as are considered necessary by the Board of the Transferee Company, and that are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company, and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then said limits as are considered necessary by the Board of the Transferee Company shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.



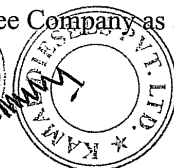
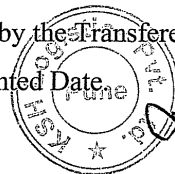
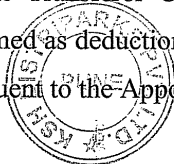
With effect from the Appointed Date and upon the Scheme becoming effective, taxes, duties, cess payable / receivable by the Transferor Company including

all or any refunds / credits shall be treated as the asset / liability or refunds / credits as the case may be, of the Transferee Company. The Transferee Company shall be entitled to get credit / claim of refund of any tax paid and / or any deduction at source or tax collected at source on or after the Appointed Date.

- 14.2 Any tax liability under the Income Tax Act or other applicable laws/regulations dealing with taxes/ duties/ levies allocable or related to the Transferor Company whether or not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company.
- 14.3 Without prejudice to the generality, all benefits to which the Transferor Company is entitled to in terms of the applicable laws, shall be available to and vest in the Transferee Company.
- 14.4 Upon the Scheme becoming effective, with effect from the Appointed Date, the Transferor Company and the Transferee Company are expressly permitted to prepare and/or revise, as the case may be, their financial statements and returns along with the prescribed forms, filings and annexure under the Income Tax Act, goods and services tax laws and other laws, if required, to give effects to provisions of the Scheme.
- 14.5 All tax assessments proceedings/appeals of whatsoever nature by or against the Transferor Company pending at and/or arising after the Appointed Date and relating to the Transferor Company shall be continued and/or enforced until the Effective Date as desired by the Transferee Company. As and from the Effective Date, the tax proceedings/ appeals shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company. Further, subject to the provisions of the relevant statutes the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme.



All expenses incurred by the Transferor Company under section 43B of the Income-tax Act, shall be claimed as deduction by the Transferee Company, as and when the same is paid subsequent to the Appointed Date.



14.7 Any refund due to the Transferor Company consequent to the assessments made on the Transferor Company and for which no credit is taken in the books as on the date immediately preceding the Appointed Date shall belong to and be received by the Transferee Company.

## 15 SAVING OF CONCLUDED TRANSACTIONS

The transfer of properties and liabilities under Clause 5 above and the continuance of proceedings by or against the Transferor Company under Clause 11 above shall not affect any transaction or proceedings already concluded by the Transferor Company on and after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of the Transferee Company.

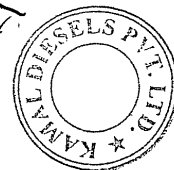
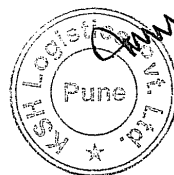
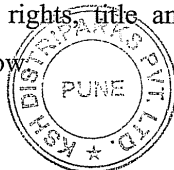
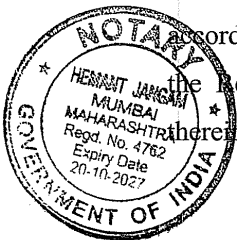
## 16 DISSOLUTION OF THE TRANSFEROR COMPANY

- 16.1 On the Scheme becoming effective, and with effect from the Effective Date, the Transferor Company shall without any further act, instrument, or deed, stand dissolved automatically without being wound-up.
- 16.2 On and from the Effective Date, the name of the Transferor Company shall be struck off from the records of the Registrar of Companies, Pune, Maharashtra.

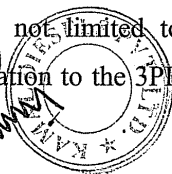
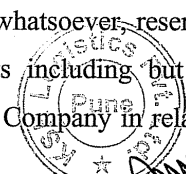
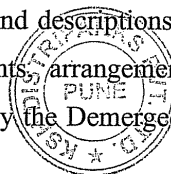
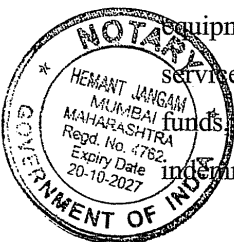
## PART D - DEMERGER OF 3PL UNDERTAKING INTO THE RESULTING COMPANY

### 17 TRANSFER AND VESTING OF 3PL UNDERTAKING INTO THE RESULTING COMPANY

- 17.1 Upon coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions of this Scheme, the 3PL Undertaking as defined in Clause 1.7 hereof, shall pursuant to the provisions of section 232 read with section 230 and other applicable provisions, if any, of the Act, without any further act, instrument or deed, be transferred to and vested in or deemed to be transferred to and vested in the Resulting Company, as a going concern, in accordance with Section 2(19AA) of the Income-tax Act, 1961, so as to vest in the Resulting Company all the rights, title and interest of 3PL Undertaking therein, in the manner set out below.



- 17.2 Without prejudice to the provisions of Clause 17.1 above, in respect of such assets and properties of the Demerged Company relating to the 3PL Undertaking, as are moveable in nature, including cash in hand, capable of passing by manual delivery or by endorsement and delivery, shall be so delivered or endorsed and delivered, as the case may be, and shall upon such delivery or endorsement and delivery, become the assets and properties of the Resulting Company, without requiring any deed or instrument or conveyance for the same.
- 17.3 In respect of any movable assets other than those mentioned in Clause 17.2 above, including intangible assets, actionable claims, sundry debtors, outstanding loans, advances recoverable in cash or kind or for value to be received and deposits with the Government, semi-Government, local and other authorities and bodies and customers and vendors the Demerged Company shall if so required by the Resulting Company, issue notices in such form as the Resulting Company may deem fit and proper stating that pursuant to the NCLT having sanctioned this Scheme, the relevant debt, loan, advance or other asset, be paid or made good or held on account of the Resulting Company, as the person entitled thereto, to the end and intent that the right of the Demerged Company to recover or realize the same stands transferred to the Resulting Company.
- 17.4 If any asset relating to 3PL Undertaking (including but not limited to any estate, rights, title, interest in or authorities relating to such asset) which the Demerged Company owns, cannot be transferred to the Resulting Company for any reason whatsoever, the Demerged Company shall, (i) hold such asset in trust for the sole benefit of the Resulting Company till the same is transferred and shall hold and deal with the same in accordance with the reasonable instructions as may be given by the Resulting Company in that regard; and (ii) make reasonable efforts to transfer such asset to the Resulting Company (along with any benefits attached thereto) within the earliest possible period pursuant to the Scheme becoming effective.
- 17.5 All rights of any nature whatsoever and licenses assignments, grants in respect thereof, privileges, liberties, easements, contract advantages, benefits, goodwill, quota rights, permits, approvals, authorizations, right to use and avail of telephones, telexes, facsimile and other communication facilities, connections, equipments and installations, utilities, electricity and electronic and all other services of every kind, nature and descriptions whatsoever, reserves, provisions, funds, benefit of all agreements, arrangements including but not limited to indemnities/ guarantees given by the Demerged Company in relation to the 3PL

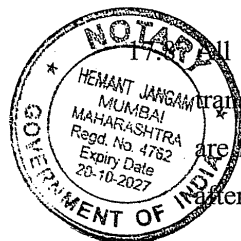




Undertaking, deposits, advances, recoverable and receivables whether from government, semi-government, local authorities or any other customs etc., and all other rights, interests, claims and powers of every kind, nature and description of and arising to them, cash and bank balances, all earnest moneys and/ or deposits including security deposits paid by them, the entire business and benefits and advantages of whatsoever nature and where-so-ever situated belonging to or in the ownership, power or possession and in the control of or vested in or granted in favor of or enjoyed by the Demerged Company and relating to the 3PL Undertaking, stand transferred to and vested in and/ or be deemed to be and stand transferred to and vested in the Resulting Company pursuant to the provisions of Section 232 read with section 230 of the Act so as to become as and from the Appointed Date, the estate, assets, right, title and interests of the Resulting Company.

17.6 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the debts, advances, liabilities and obligations pertaining to the 3PL Undertaking shall, under the provisions of Sections 232 read with section 230 of the Act, without any further act or deed shall stand transferred to or be deemed to be transferred to the Resulting Company and shall become the debts, liabilities and obligations of the Resulting Company which it undertakes to meet, discharge and satisfy and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, advances, liabilities and obligations have arisen in order to give effect to the provisions of this sub-clause.

17.7 In so far as the assets comprised in the 3PL Undertaking are concerned, the security, existing charges, mortgages and encumbrances, if any, over or in respect of any of the assets or any part thereof or charge over such assets relating to any loans or borrowings not relating to 3PL Undertaking shall, without any further act or deed, be released and discharged from the same and shall no longer be available as security in relation to the liabilities, which are not related to 3PL Undertaking. The Demerged Company shall apply to the authorities for release of such assets and apply to Registrar of Companies for modification of charges, encumbrances created on such assets, if required.



All cheques and other negotiable instruments, payment orders, electronic fund transfers (like NEFT, RTGS, etc.) received or presented for encashment which are in the name of the Demerged Company (in relation to the 3PL Undertaking) after the Effective Date shall be deemed to be in the name of the Resulting

Company and credited to the account of the Resulting Company, if presented by the Resulting Company or received through electronic transfers and the bankers of the Resulting Company shall accept the same. Similarly, the banker of the Resulting Company shall honour all cheques / electronic fund transfer instructions issued by the Demerged Company (in relation to the 3PL Undertaking) for payment after the Effective Date.

17.9 It is expressly provided that, save as mentioned in Clauses 17.7 to 17.8, no other term or condition of the liabilities transferred to the Resulting Company as part of the Scheme is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.

17.10 All accrued or unaccrued advance income tax, deferred tax, service tax, Goods and Service tax, any tax deduction / collection at source of any other taxes of any nature, duties, cesses or any other like payments or deductions made by the Demerged Company pertaining to the 3PL Undertaking to any statutory authorities including all or any refunds/credit/claims relating thereto shall be deemed to have been on account of or paid by the Resulting Company.

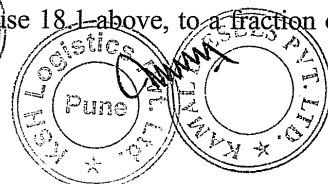
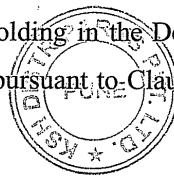
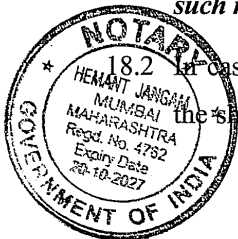
17.11 All the rights of the Demerged Company in relation to the 3PL Undertaking shall stand absolutely and irrevocably transferred to the Resulting Company automatically without requirement of execution of any further documents.

## 18 CONSIDERATION

18.1 Upon coming into effect of the Scheme and in consideration for demerger, the Resulting Company, shall, without any further application or deed, issue and allot equity shares of face value Rs.10/- each, credited as fully paid up, to the shareholders of the Demerged Company whose name appear in the register of members of the Demerged Company on the Record Date or to their respective heirs, executors, administrators or other legal representatives or the successors-in-title, as the case may be, in the following proportion (the "Share Entitlement Ratio"):

***"100 (One Hundred) Equity Shares in the Resulting Company of the face value of Rs.10/- (Rupees Ten) each credited as fully paid-up for every 225 (Two Hundred and Twenty Five) equity share of Rs. 10/- (Rupees Ten) each fully paid-up, held by such member in the Demerged Company."***

18.2 In case the equity shareholder's holding in the Demerged Company is such that the shareholder becomes entitled, pursuant to Clause 18.1 above, to a fraction of

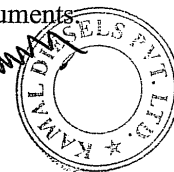
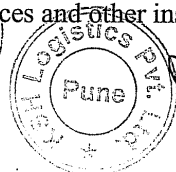
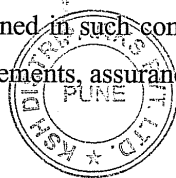
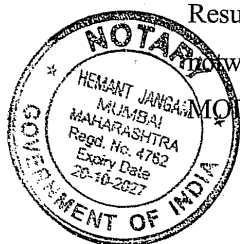


share of the Resulting Company, the Resulting Company shall round off the said entitlement to the nearest integer.

- 18.3 The shares issued and allotted by Resulting Company in terms of Clause 18.1 of this Scheme shall be subject to the provisions of Memorandum and Articles of Association of Resulting Company and shall rank pari-passu in all respects with the then existing equity shares of Resulting Company, including in respect of dividends, bonus entitlement, rights' shares entitlement, voting rights and other corporate benefits.
- 18.4 The equity shares shall be issued in physical form to all the shareholders of the Demerged Company.
- 18.5 The Resulting Company shall, if necessary and to the extent required, increase its authorized share capital to facilitate issue of equity shares under this Scheme.
- 18.6 The approval of this Scheme by the shareholders of the Demerged Company and the Resulting Company under Sections 230 to 232 of the Act shall be deemed to have the approval and compliance of the provisions of Sections 13, 14, 42, 62 and 186 of the Act and the other relevant and applicable provisions of the Act and such other statute and regulations as may be applicable for the issue and allotment of equity shares by the Resulting Company to the shareholders of the Demerged Company, as provided in this Scheme.

## 19 CONTRACTS, DEEDS AND OTHER INSTRUMENTS

- 19.1 Subject to the other provisions contained in this Scheme all contracts, deeds, bonds, agreements, Memorandum of Understanding (MOUs), arrangements, lease agreements, assurances and other instruments of whatsoever nature relating to the 3PL Undertaking to which the Demerged Company is a party or to the benefit of which the Demerged Company may be eligible, and which are subsisting or having effect immediately before the Effective Date shall be in full force and effect against or in favour of the Resulting Company and may be enforced as fully and effectually as if instead of the Demerged Company, the Resulting Company had been the party thereto or the beneficiary or obligee thereof notwithstanding the terms contained in such contracts, deeds, bonds, agreements, MOUs, arrangements, lease agreements, assurances and other instruments.



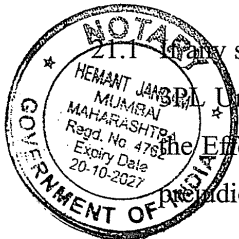
19.2 Without prejudice to Clause 19.1 above, the Resulting Company shall enter into and/ or issue and/ or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which the Demerged Company shall, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required. Further, the Resulting Company 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.

## 20 STAFF, WORKMEN AND EMPLOYEES

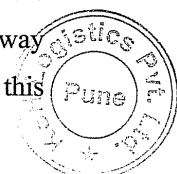
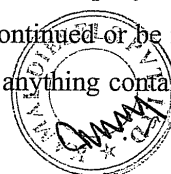
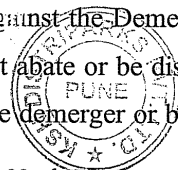
20.1 On the Scheme becoming effective, staff and employees, pertaining to the 3PL Undertaking in service on the Effective Date, shall be deemed to have become staff and employees of the Resulting Company on such date without any break or interruption in their service and on the terms and conditions of their employment not less favorable than those subsisting with reference to the Demerged Company as on the said date.

20.2 It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund, Pension Fund, Superannuation Fund or any other Special Fund or Trusts created or existing for the benefit of the staff, workmen and employees of 3PL Undertaking, if any, shall become trusts/funds of the Resulting Company for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Demerged Company in relation to such Fund or Funds shall become those of the Resulting Company. It is clarified that the services of the staff and employees of the Demerged Company will be treated as having been continuous for the purpose of the said Fund or Funds.

## 21 LEGAL PROCEEDINGS



21.1 No civil suit, appeal or other legal proceedings of whatever nature pertaining to the Undertaking is pending by or against the Demerged Company on or before the Effective Date, the same shall not abate or be discontinued or be in any way prejudicially affected by reason of the demerger or by anything contained in this

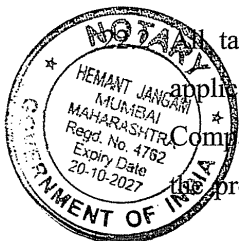


Scheme, but the said suit, appeal or other legal proceedings shall be continued, prosecuted and enforced by or against the Resulting Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Demerged Company, as if this Scheme had not been made.

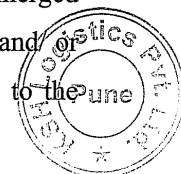
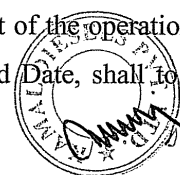
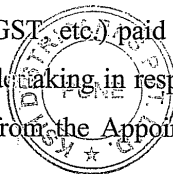
21.2 The Resulting Company undertakes to have all legal or other proceedings initiated by or against the Demerged Company in relation to the 3PL Undertaking transferred into its name and to have the same continued, prosecuted and enforced by or against the Resulting Company to the exclusion of the Demerged Company.

## 22 TAXES

22.1 The Resulting Company shall be wholly and solely responsible for any and all demands, claims, monetary losses, costs, damages, penalties, legal action, interest, ('**Tax Liabilities**') relating to or arising out of or in connection with respect to duties, levies, imposts, including without limitation to corporate income tax, wage withholding tax, value added tax, Goods and Services Tax (GST), customs and excise duties, tax on capital gains, octroi duty, entry tax, goods and service tax and other legal transaction taxes, stamp duty, dividend distribution tax, buyback distribution tax, real estate taxes, other municipal taxes and duties, minimum alternate tax, withholding tax, environmental taxes and duties and any other type of taxes or duties in India, together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied, imposed upon or claimed to be owed in India (collectively referred to as '**Tax Laws**') arising out of or in connection with the 3PL Undertaking for any period prior to the Appointed Date. Any Tax Liabilities (for a period prior to the Appointed Date) which have to be discharged by the Demerged Company (on account of the Resulting Company) will be reimbursed by the Resulting Company to the Demerger Company. On and from the Appointed Date, the Resulting Company shall be responsible and liable for all such Tax Liabilities arising out of Tax Laws unless these Tax Liabilities are for a period prior to the Appointed Date in which case it shall be to the account of the Demerged Company.



taxes (including income tax, excise duty, service tax, Central Sales Tax, applicable state Value Added Tax, GST, etc.) paid or payable by the Demerged Company in relation to the 3PL Undertaking in respect of the operations and/or the profits of the business on and from the Appointed Date, shall to be to the



account of the Resulting Company and, in so far as it relates to the tax payment (including without limitation income tax, excise duty, service tax, Central Sales Tax, applicable state Value Added Tax etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Demerged Company in respect of the profits or activities or operation of the business of the 3PL Undertaking on and from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Resulting Company, and, shall, in all proceedings, be dealt with accordingly.

22.3 Any refund under the Tax Laws due to the Demerged Company in relation to the 3PL Undertaking consequent to the assessments made on the Demerged Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Resulting Company.

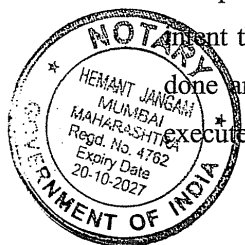
22.4 The Resulting Company shall be entitled to carry forward, avail or set-off any unutilized input tax credit under GST, CENVAT credit, VAT credit, entry tax etc. lying unutilized in the Demerged Company in relation to the 3PL Undertaking on and from the Effective Date.

22.5 Without prejudice to the generality of the above, all benefits including under the Tax Laws, pertaining to the 3PL Undertaking to which the Demerged Company is entitled to, shall be available to and vest in the Resulting Company.

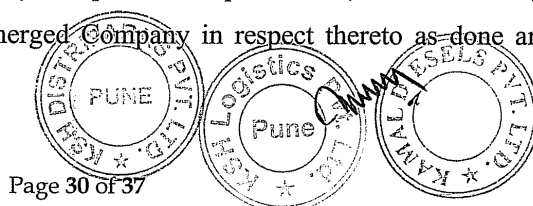
22.6 The Resulting Company and the Demerged Company shall be entitled to file/ revise its income-tax returns, TDS certificates, TDS returns, GST returns and other statutory returns, if required, and shall have the right to claim refunds, advance tax credits, credits of all taxes paid/ withheld, if any, as may be required consequent to implementation of this Scheme.

## 23 SAVING OF CONCLUDED TRANSACTIONS

23.1 The transfer and vesting of the 3PL Undertaking under Clause 17 and the continuance of legal proceedings by or against KDPL as per Clause 21 shall not affect any transaction or proceedings already concluded by the Demerged Company on or after the Appointed Date till the Effective Date, to the end and



that the Resulting Company accepts and adopts all acts, deeds and things done and executed by the Demerged Company in respect thereto as done and executed on behalf of itself.



## 24 ACCOUNTING TREATMENT

### 24.1 IN THE BOOKS OF THE DEMERGED COMPANY

24.1.1 On the Scheme becoming effective, the Demerged Company shall reduce from its books of accounts the book value of all assets and liabilities pertaining to the 3PL Undertaking.

24.1.2 The difference, being the excess of book values of assets over the book values of liabilities of the 3PL Undertaking, transferred to the Resulting Company will be adjusted in its books of account in accordance with applicable accounting standards specified under section 133 of the Act and other generally accepted accounting principles.

24.1.3 Further, in consultation with the auditor of the Demerged Company, the Board of Directors of the Demerged Company shall be entitled to make such corrections and adjustments as may in their opinion be required for ensuring consistent accounting policy or which may otherwise be deemed expedient by them in accounting for the demerger in the books of accounts of the Demerged Company while complying with generally accepted accounting principles as may be applicable.

### 24.2 IN THE BOOKS OF THE RESULTING COMPANY

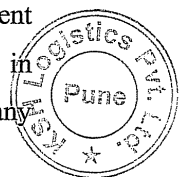
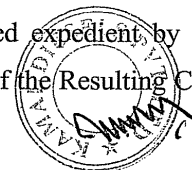
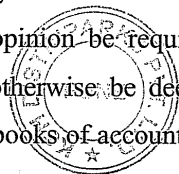
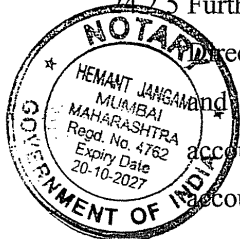
24.2.1 All assets and liabilities pertaining to the 3PL Undertaking shall be transferred to and vested in the Resulting Company pursuant to the Scheme and shall be recorded by the Resulting Company at their respective book values.

24.2.2 The Resulting Company shall credit to its share capital account, the aggregate face value of the equity shares issued by it pursuant to Clause 18.1 of this Scheme.

24.2.3 Inter-company balances between the 3PL Undertaking and the Resulting Company, if any, will be cancelled.

24.2.4 Difference, if any, of the value of equity shares issued referred to in clause 24.2.2 over the aggregate book value of net assets of the 3PL Undertaking as per clause 24.2.1 after giving effect to the adjustment as per clause 24.2.3 and after adjusting the reduction of existing share capital of the Resulting Company as per clause 25 below shall be adjusted in the Reserves Account.

24.2.5 Further, in consultation with the auditor of the Resulting Company, the Board of Directors of the Resulting Company shall be entitled to make such corrections and adjustments as may in their opinion be required for ensuring consistent accounting policy or which may otherwise be deemed expedient by them in accounting for the demerger in the books of accounts of the Resulting Company.



while complying with generally accepted accounting principles as may be applicable and may make suitable adjustments and reflect the effect thereof in the Reserves Account.

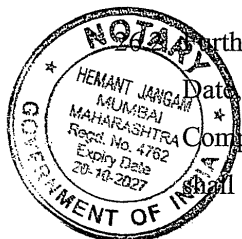
**PART E – REDUCTION OF PAID-UP SHARE CAPITAL OF THE RESULTING COMPANY & CANCELLATION OF INVESTMENT OF DEMERGED COMPANY**

- 25 Simultaneously, with the issue and allotment of the equity shares of Resulting Company to the equity shareholders of the Demerged Company in accordance with Clause 18.1 of the Scheme, in the books of the Resulting Company, all the equity shares issued by the Resulting Company and held by the Demerged Company as on the date of approval of this Scheme by the Board of Directors of the Resulting Company shall stand cancelled, extinguished and annulled on and from the Effective Date, without any further act, instrument or deed and the investment of the Demerged Company in the Resulting Company shall stand cancelled (such cancellation shall be adjusted against the Reserves of the Demerged Company). Such cancellation of the share capital of the Resulting Company shall be effected as a part of the Scheme itself and not in accordance with Section 66 of the Act. The order of NCLT sanctioning the Scheme shall be deemed to be an order under Section 66 of the Act confirming the reduction and no separate sanction under Section 66 of the Act shall be necessary.

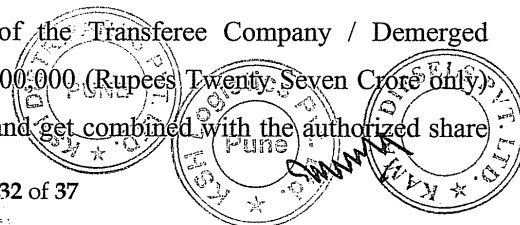
**PART F – GENERAL CLAUSES, TERMS AND CONDITIONS**

**26 AGGREGATION AND TRANSFER OF AUTHORISED SHARE CAPITAL**

- 26.1 Upon the Scheme becoming effective and with effect from the Appointed Date, the authorized share capital of the Transferee Company shall automatically stand increased, without any further act, instrument, or deed on part of the Transferee Company including payment of stamp duty and fees payable to Registrar of Companies, by the authorized share capital of the Transferor Company as on the Effective Date.



Further, upon the Scheme becoming effective and with effect from the Appointed Date, the authorized share capital of the Transferee Company / Demerged Company to the extent of INR 27,00,00,000 (Rupees Twenty Seven Crore only) shall automatically stand transferred and get combined with the authorized share



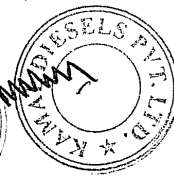
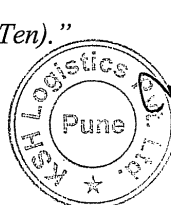
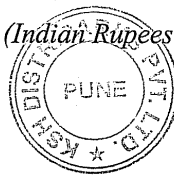
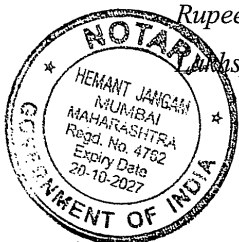


capital of the Resulting Company, without any further act, instrument, or deed on part of the Resulting Company including payment of stamp duty and fees payable to Registrar of Companies.

26.3 The Memorandum of Association of the Transferee Company / Demerged Company and the Resulting Company (relating to the authorized share capital) shall, without any further act, instrument, or deed, be and stand altered, modified, and amended and no future resolutions under section 13, 61 and any other applicable provisions of the Act would be required to be separately passed. The stamp duties and fees paid on the authorized capital of the Transferor Company shall be utilized and applied to the increased authorized share capital of the Transferee Company / Demerged Company and the Resulting Company and shall be deemed to have been so paid by the Transferee Company / Demerged Company and the Resulting Company for increase in the authorized share capital on such combined authorized share capital and accordingly no extra stamp duty and/or fee shall be payable by the Transferee Company / Demerged Company and the Resulting Company for increase in the authorized share capital to that extent. The Memorandum of Association and Articles of Association of the Transferee Company / Demerged Company and the Resulting Company shall be amended as may be required to give effect to this clause.

26.4 Accordingly, in terms of this Scheme, the authorized share capital of the Transferee Company / Demerged Company shall stand enhanced to an amount of INR 87,40,00,000 (Rupees Eighty-Seven Crore Forty Lakhs only) divided into 8,74,00,000 (Eight Crore Seventy-Four Lakhs) equity shares of Rs. 10/- (Rupees Ten only) and further reduced to an amount of INR 60,40,00,000 (Rupees Sixty Crore Forty Lakhs only) divided into 6,04,00,000 (Six Crore Four Lakhs) equity shares of Rs. 10/- (Rupees Ten only) each and consequently, Clause V of the Memorandum of Association of the Transferee Company / Demerged Company shall without any act, instrument or deed be and stand altered, modified and substituted pursuant to Section 13 of the Act and Sections 230 to 232 and other applicable provisions of the Act, as set out below:

*“The Authorized Share Capital of the Company is INR 60,40,00,000 (Indian Rupees Sixty Crore Forty Lakhs only) divided into 6,04,00,000 (Six Crore Four Lakhs) equity shares of Rs. 10/- (Indian Rupees Ten).”*



26.5 Further, in terms of this Scheme, the authorized share capital of the Resulting Company of INR 5,00,000 (Rupees Five Lakhs Only) divided into 5,000 (Five Thousand) equity shares of Rs. 100/- (Rupees Hundred only) each shall stand enhanced to an amount of INR 27,05,00,000 (Rupees Twenty Seven Crore Five Lakhs only). This amount of enhanced authorized share capital of INR 27,05,00,000 (Rupees Twenty Seven Crore Five Lakhs only) will be reclassified into 2,70,50,000 (Two Crore Seventy Lakhs Fifty Thousand) equity shares of Rs. 10/- (Rupees Ten only) each and consequently, Clause V of the Memorandum of Association of the Resulting Company shall without any act, instrument or deed be and stand altered, modified and substituted pursuant to Section 13 of the Act and Sections 230 to 232 and other applicable provisions of the Act, as set out below:

*“The Authorized Share Capital of the Company is INR 27,05,00,000 (Rupees Twenty Seven Crore Five Lakhs only) divided into 2,70,50,000 (Two Crore Seventy Lakhs Fifty Thousand) equity shares of Rs. 10/- (Rupees Ten only) each.”*

26.6 The approval of this Scheme by the shareholders of the Transferee Company / Demerged Company and the Resulting Company under section 230-232 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 Companies Act, 2013 and any other consents and approvals required in this regard.

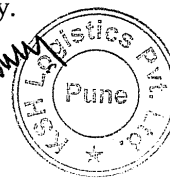
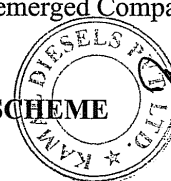
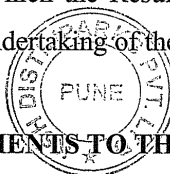
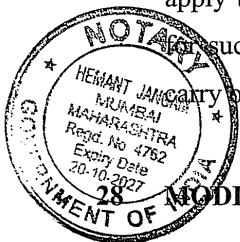
## 27 APPLICATION TO THE NCLT

27.1 The Transferor Company, the Transferee Company and the Resulting Company, if required, shall with all reasonable dispatch make all necessary applications under Sections 230 to 232 of the Act to the NCLT or such other competent authority for seeking approval of the Scheme.

27.2 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to relevant Governmental Authority, if required, under Applicable Law(s) for such consents and approvals which the Transferee Company may require to carry on the business of the Transferor Company without any interruption.

27.3 The Resulting Company shall be entitled, pending the sanction of the Scheme, to apply to relevant Governmental Authority, if required, under Applicable Law(s)

such consents and approvals which the Resulting Company may require to carry on the business of the 3PL Undertaking of the Demerged Company.



**MODIFICATION OR AMENDMENTS TO THE SCHEME**

Subject to approval of NCLT or such other competent authority, the Transferor Company, the Transferee Company and the Resulting Company, with the approval of their respective Boards of Directors may consent, from time to time, on behalf of all persons concerned, to any modifications/amendments or additions/deletions to the Scheme which may otherwise be considered necessary, desirable or appropriate by the said Boards of Directors to resolve all doubts or difficulties that may arise for carrying out this Scheme and to do and execute all acts, deeds matters, and things necessary for bringing this Scheme into effect or agree to any terms and / or conditions or limitations that the NCLT or any other authorities under law may deem fit to approve of, to direct and or impose. The aforesaid powers of the Transferor Company, the Transferee Company and the Resulting Company to give effect to the modification/amendments to the Scheme may be exercised by their respective Boards of Directors or any person authorised in that behalf by the concerned Board of Directors subject to approval of the NCLT or any other authorities under applicable law.

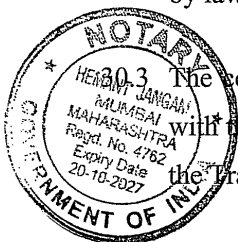
## 29 WITHDRAWAL

The Transferor Company, the Transferee Company and the Resulting Company, acting through their respective Board shall each be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any authority / person or otherwise is unacceptable to any of them, in which case the Board of the other company shall decide consequent actions as considered appropriate by them.

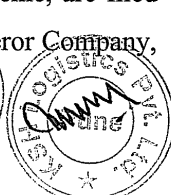
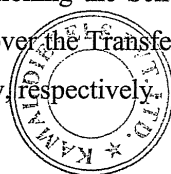
## 30 CONDITIONALITY OF THE SCHEME

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

- 30.1 The Scheme being approved by the requisite majorities in number and value of such classes of persons including the respective members and/or creditors of the Transferor Company, the Transferee Company and the Resulting Company as required under Sections 230 to 232 of the Act.
- 30.2 The requisite consent, approval or permission of the NCLT or any other statutory or regulatory authority as prescribed under Sections 230 to 232 of the Act, which by law may be necessary for the implementation of this Scheme.



The certified copy of the Order of the NCLT sanctioning the Scheme, are filed with the registrar of companies having jurisdiction over the Transferor Company, the Transferee Company and the Resulting Company, respectively.



30.4 All other sanctions and approvals as may be required by law in respect of this Scheme being obtained

### 31 EFFECT OF NON-RECEIPT OF APPROVALS

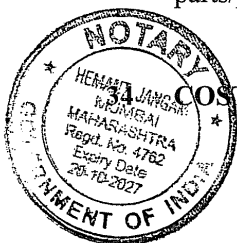
In the event of any of the said sanctions and approvals referred to in the preceding Clause not being obtained and/ or the Scheme cannot be implemented, the Boards of the Transferor Company, the Transferee Company and the Resulting Company shall by mutual agreement waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, or in case the Scheme is not sanctioned by the NCLT or such other competent authority 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.

### 32 FACILITATION PROVISIONS

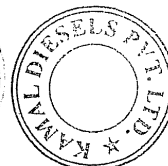
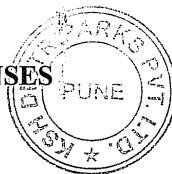
Notwithstanding anything contained in this Scheme, on or after Effective Date, until any property, asset, license, approval, permission, contract, agreement and rights and benefits arising therefrom pertaining to the Transferor Company are transferred, vested, recorded, effected and/ or perfected, in the records of any Appropriate Authority, regulatory bodies or otherwise, in favour of the Transferee Company, the Transferee Company is deemed to be authorized to enjoy the property, asset or the rights and benefits arising from the license, approval, permission, contract or agreement as if it were the owner of the property or asset or as if it were the original party to the license, approval, permission, contract or agreement.

### 33 SEVERABILITY

If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Board of Directors or authorised signatories of the Transferor Company and/or the Transferee Company and/or the Resulting Company, affect the validity or implementation of the other parts/provisions of this Scheme.



**COSTS, CHARGES & EXPENSES**



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

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*Ammy*

