

595
Date of Preparation of application... 06/05/19
No. of Pages 14
Copying Fee 5/-
Total Rs. 400/-
Date of Receipt
Record of Copy
Date of Preparation of Copy 9/5/19
Date of Delivery of Copy 9/5/19
Anubh
9/5/19
DD/DR/AR/Court Order
National Company Law Tribunal
New Delhi

IN THE NATIONAL COMPANY LAW TRIBUNAL
PRINCIPAL BENCH,
AT NEW DELHI
CAA-161/PB/2018

Under Section 230 to 232 and other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016

In the matter of:

COMPOSITE SCHEME OF ARRANGEMENT

Between

A.A. AUTOTECH PRIVATE LIMITED

TRANSFEROR COMPANY
(APPLICANT COMPANY-1)

WITH

ASK AUTOMOTIVE PRIVATE LIMITED

TRANSFEREE COMPANY/
DEMERGED COMPANY
(APPLICANT COMPANY-2)

AND

VIJAYLAXMI INFRA PROJECTS PRIVATE LIMITED

RESULTING COMPANY
(APPLICANT COMPANY-3)



Judgment delivered on: 03.05.2019

CORAM:

CHIEF JUSTICE (Rtd.) M.M. KUMAR, Hon'ble President
Mr. S. K. MOHAPATRA, Hon'ble Member (T)

Present:

Counsel For The Petitioner : Mr. P.Nagesh, Advocate With
Mr. Dhruv Gupta, Advocate

For the RD (NR), Delhi: Mr. C Balooni, Cp,
Ms Swati Kaushal, Advocate

For The OL : Mr. Shubham Pandey, Advocate

For The ITD : Mr. Deepak Anand, Advocate
Mr. Ayushman, Advocate



ORDER

S. K. MOHAPATRA, MEMBER

1. This Joint application has been filed by the Petitioner Companies under Sections 230 to 232 of the Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and the National Company Law Tribunal Rules, 2016, for the purpose of the approval of the Composite Scheme of Arrangement as contemplated between the petitioner companies. The said Scheme of Arrangement (hereinafter referred as "Scheme") has been placed on record.
2. The "Transferor Company", M/s A.A. Autotech Private Limited was incorporated on 10.02.2006 under the provisions of Companies Act, 1956, having its registered office situated at Flat No.-104,929/1, Naiwala, Faiz Road, Karol Bagh, New Delhi-110005.
3. The "Transferee Company/ Demerged Company", M/s ASK Automotive Private Limited was incorporated on 18.01.1988 under the provisions of Companies Act, 1956, having its registered office situated at Flat No.-104, 929/1, Naiwala, Faiz Road, Karol Bagh, New Delhi- 110005.



4. The "Resulting Company", M/s Vijayalaxmi Infra Projects Private Limited was incorporated on 31.05.2013 under the provisions of Companies Act, 1956, having its registered office situated at Flat No.-104,929/1, Naiwala, Faiz Road, Karol Bagh, New Delhi- 110005.
5. A perusal of the petition discloses that initially the First Motion joint application seeking directions for convening or dispensing with the meetings of Equity Shareholders, Secured Creditors and Unsecured Creditors of all the petitioner companies was filed before this bench vide Company Application (CAA) No. 134 /(PB) /2018 and based on such joint application moved under Sections 230-232 of the Companies Act, 2013, the meeting of equity shareholders, secured creditors and unsecured creditors of all the three Petitioner Companies were dispensed with, vide order dated 28.09.2018.
6. Thereafter, on 13.11.2018 the Petitioners were directed to carry out publication in the newspapers English Daily "Financial Express" (Delhi Edition) as well as in Hindi Daily "Jansatta" (Delhi Edition). In addition to the public notice, notices were directed to be served on the Regional Director (Northern Region), Official Liquidator, Registrar of Companies,



NCT of Delhi and Haryana, the Income Tax Department and to the other relevant sectoral regulators.

7. It is seen from the records that the Petitioners have filed an affidavit dated 04.12.2018 affirming compliance of the order passed by the Tribunal dated 13.11.2018. A perusal of the affidavit discloses that the petitioners have affected the newspaper publication as directed in one issue of the 'Financial Express' English edition on 28.11.2018 as well as in 'Jansatta' Hindi edition on 28.11.2018 in relation to the date of hearing of the petition. Further, the affidavit also discloses that copies of petition have been duly served to the Registrar of Companies, Regional Director, Northern Region, Official Liquidator and Income Tax Department in compliance of the order and in proof of the same acknowledgement made by the respective offices have also been enclosed.
8. The Regional Director has filed its representation on 10.01.2019 in which it has been submitted that the Registrar of Companies have observed that in respect to clause 22 of the Scheme, the petitioner companies should comply with the provisions of Section 232 of the Act.
9. In respect of the observation of Regional Director, the Petitioner Companies vide affidavit dated 25.01.2019 have



submitted that if any fee or duty is payable by the transferee company pursuant to the sanction of the Scheme, the transferee company undertakes to pay the same. Further the transferee company shall comply with the provisions of Section 232 of the Companies Act, 2013.

10. The Official Liquidator has filed its report on 24.01.2019 which states that the Official Liquidator has not received any complaint against the proposed Scheme of Arrangement from any person/ party interested in the Scheme. The Official Liquidator is of the view that the affairs of the aforesaid Companies do not appear to have been conducted in a manner prejudicial to the public interest.

11. The department of Income Tax has also filed its report on 01.03.2019, wherein the Income Tax Department has not raised any objections to the Scheme.

12. Be that as it may, in order to protect the interest of the revenue it is clarified that there shall be no limitation on the power of the Income tax Department for recovery of pending Income Tax dues, including imposition of penalties etc. from all the petitioner companies as provided in law.



13. In the joint petition it has also been affirmed that no proceeding for inspection, inquiry or investigation under the provisions of the Companies Act, 2013 or under provisions of Companies Act, 1956 is pending against the Petitioner Companies.
14. Certificates of respective Statutory Auditors of all the petitioner companies have been placed on record to the effect that Accounting Treatment proposed in the Scheme of Amalgamation is in conformity with the Accounting Standard notified by the Central Government as specified under the provisions of Section 133 of the Companies Act, 2013.
15. The shareholders of the applicant companies are the best Judges of their interest, fully conversant with market trends, and therefore, their decision should not be interfered with by the Tribunal for the reason that it is not a part of judicial function to examine entrepreneurial activities and their commercial decisions. It is well settled that the Tribunal evaluating the Scheme of which sanction is sought under Section 230-232 of the Companies Act of 2013 will not ordinarily interfere with the corporate decisions of companies approved by shareholders and creditors.



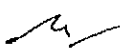
16. In the case of Hindustan Lever Employees Union Vs. Hindustan Lever Limited (1995) 5 SCC 491 the three Judges Bench of Hon'ble Supreme Court held that:

“ A company court does not exercise appellate jurisdiction over a scheme and its jurisdiction is limited to ascertaining fairness, justness and reasonableness of the Scheme and to ensure that neither any law has been violated or public interest compromised in the process.”

17. Right to apply for the sanction of the Scheme has been statutorily provided under Section 230-234 of the Companies Act, 2013 and therefore, it is open to the applicant companies to avail the benefits extended by statutory provisions and the Rules.

18. It has also been affirmed in the petition that the Scheme is in the interest of all the petitioner companies including their shareholders, creditors, employees and all concerned.

19. In view of the foregoing, upon considering the approval accorded by the members and creditors of the Petitioner companies to the proposed Scheme, and the report filed by the Regional Director, Northern Region, Ministry of Corporate




Affairs, report filed by the official liquidator and the report filed by Income Tax Department, there appears to be no impediment in sanctioning the present Scheme.

20. Consequently, sanction is hereby granted to the Scheme under Section 230 to 232 of the Companies Act, 2013.

21. The Petitioners shall however remain bound to comply with the statutory requirements in accordance with law.

22. Notwithstanding the above, if there is any deficiency found or, violation committed qua any enactment, statutory rule or regulation, the sanction granted by this court to the scheme will not come in the way of action being taken, albeit, in accordance with law, against the concerned persons, directors and officials of the petitioners.

23. While approving the Scheme as above, we further clarify that this order should not be construed as an order in any way granting exemption from payment of stamp duty, taxes or any other charges, if any, and payment in accordance with law or in respect to any permission/compliance with any other requirement which may be specifically required under any law.




24.

THIS TRIBUNAL DO FURTHER ORDER


- i. *That the Transferor Company shall stand dissolved without following the process of winding-up; and*
- ii. *That all the property, rights and powers of the Transferor Company, be transferred without further act or deed, to the Transferee Company and accordingly the same shall pursuant to Section 232 of the Companies Act, 2013, be transferred to and vest in the Transferee Company.*
- iii. *That all the liabilities and duties of the Transferor Company be transferred without further act or deed, to the Transferee Company and accordingly the same shall, pursuant to Section 232 of the Act, be transferred to and become the liabilities and duties of the Transferee Company; and*



- iv. *That all proceedings now pending by or against the Transferor Company, be continued by or against the Transferee Company; and*
- v. *That all the employees of the Transferor Company in service, on the date immediately preceding the date on which the scheme takes effect, i.e. the effective date shall become the employees of the Transferee Company on such date without any break or interruption in service and upon terms and conditions not less favourable than those subsisting in the Transferor Company on the said date.*
- vi. *That all the properties rights, investments and powers of the Transferee Company in relation to the Demerged Undertaking be transferred without further act or deed into the Resulting Company and accordingly the same shall pursuant to the Section 232 of the Companies Act, 2013 be transferred to and vest in the Resulting Company;*

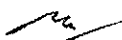


- vii. *That all liabilities and duties of the Transferee Company relating to the Demerged Undertaking be transferred without any further act or deed into the Resulting Company and accordingly the same shall pursuant to Section 232 of the Act be transferred and become the liabilities and duties of the Resulting Company.*
- viii. *All legal, tax, regulatory, quasi judicial, administrative or other proceedings of whatsoever nature initiated by or against the Transferee Company in relation to the Demerged Undertaking be continued by or against the Resulting Company;*
- ix. *All employees, workers and staffs of the Transferee Company relating to the Demerged Undertaking in service on the date immediately preceding the date on which the Scheme takes effect i.e. the effective date shall become the employees, workers and staff of the Resulting Company without any break or*



interruption in service and upon terms and conditions not less favourable than those subsisting in the Demerged Undertaking of the Transferee Company;

- x. *That Petitioner Companies shall within thirty days of the date of the receipt of this order cause a certified copy of this order to be delivered to the Registrar of Company for registration and on such certified copy being so delivered the Transferor Company shall be dissolved and the Registrar of Company shall place all documents relating to the Transferor Company registered with him on the file kept by him in relation to the Transferee Company and the files relating to the Transferor Company and the Transferee Company shall be consolidated accordingly; and*
- xi. *The Registrar of Company shall also place all documents relating to the demerged undertaking of the Transferee Company on the file in relation to the Resulting Company*



and the files relating to the demerged undertaking of the Transferee Company and the Resulting Company shall be consolidated accordingly; and

- xii. That any person interested shall be at liberty to apply to the Tribunal in the above matter for any directions that may be necessary.

The petition stands disposed of in the above terms.

Let copy of the order be served to the parties.

Sd/- 03.05.2019
(M.M. KUMAR)
PRESIDENT

Sd/-
(S. K. MOHAPATRA)
MEMBER (T)

595
Date of Presentation
No. of Pages 14
Number of Copies 5/-
Fees 400/-
Date of Delivery of Copy 9/5/19
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9/5/19
DPT/RA/CR/Court Officer
National Company Law Tribunal

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सहायक पंजीयक
ASSISTANT REGISTRAR
राष्ट्रीय कम्पनी विधि अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
C.G.O. COMPLEX, NEW DELHI-110003

No. 595
Date of Presentation of Copy 06/05/19
No. of Pages 34
Copies 5
Registration No. 37
Total 400
Date ANNEXURE - P-1

COMPOSITE SCHEME OF ARRANGEMENT / AMALGAMATION AND
DEMERGER
(UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF
THE COMPANIES ACT, 2013)
Date of Presentation of Copy 09/5/19
Date of Delivery of Copy 09/5/19
DD/DR/AR/Court Order
National Company Law Tribunal
New Delhi

BY & BETWEEN

A.A. AUTOTECH PRIVATE LIMITED
("TRANSFEROR COMPANY")

AND

ASK AUTOMOTIVE PRIVATE LIMITED
("TRANSFEREE COMPANY"/"DEMERGED COMPANY")

AND

VIJAYLAXMI INFRA PROJECTS PRIVATE LIMITED
("RESULTING COMPANY")

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS



For A.A. Autotech Pvt. Ltd.
[Signature]
Authorized Signatory

For ASK Automotive Pvt. Ltd.
[Signature]
Authorized Signatory

For Vijaylaxmi Infra Projects Pvt. Ltd.
[Signature]
Authorized Signatory

PREAMBLE

This Composite Scheme of Amalgamation and Demerger (hereinafter referred to as "Scheme" or "the Scheme") is presented under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 (hereinafter referred to as the "Act") read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, as amended from time to time, for amalgamation of A.A. AUTOTECH PRIVATE LIMITED (hereinafter referred to as the "Transferor Company" or "AAA") into ASK AUTOMOTIVE PRIVATE LIMITED (hereinafter referred to as the "Transferee Company" or "Demerged Company" or "ASK") and the Demerger of the Real Estate & Project Management Consultancy Undertaking (as defined below) of ASK (hereinafter referred to as "the Demerged Undertaking") to VIJAYLAXMI INFRA PROJECTS PRIVATE LIMITED (hereinafter referred to as "Resulting Company" or "VIP")

Scheme is divided into the following parts:

- (i) **Part A** -- Description of the companies;
- (ii) **Part B** -- Rationale of the Scheme;
- (iii) **Part C** - Deals with definitions of the terms used in this Scheme and sets out the respective share capital of the Transferor Company and the Transferee Company and the Resulting Company;
- (iv) **Part D** -Deals with demerger of the Demerged Undertaking of the Demerged Company with the Resulting Company;
- (v) **Part E** -Deals with amalgamation of Transferor Company with the Transferee Company ; and
- (vi) **Part F**-Deals with the general terms and conditions applicable to this Scheme and other matters consequential and integrally connected thereto.

PART- A**DESCRIPTION OF THE COMPANIES**A.A. Autotech Private Limited ("Transferor Company")

- 1.1. The Transferor Company was originally incorporated as A.A. Realty Ventures Pvt. Ltd. on 10.02.2006. Pursuant to the necessary resolution passed in terms of Section 21 of the Companies Act, 1956 and the approval of Central Government signified in writing, the name of Transferor Company was changed to A.A. Autotech Private Limited and a fresh certificate of incorporation consequent upon change of name was issued on 19.04.2010 by the Registrar of Companies

For A.A. Autotech Pvt. Ltd.

For ASK Automotive Pvt. Ltd.

For Vijaylaxmi Infra Projects Pvt. Ltd.

National Capital Territory of Delhi and Haryana. The Transferor Company's Corporate Identification Number is U34200DL2006PTC146147. Its email address is info@aaautotech.co.in. The PAN No. of the Transferor Company is AAGCA5257Q. The registered office of Transferor Company is at Flat No. 104, 929/1, Naiwala, Faiz Road, Karol Bagh, New Delhi -110005.

- 1.2 The authorized share capital of the Transferor Company as on 31.3.2017 was:
- Rs.40,00,000/- (Rupees forty lakh only) divided into 4,00,000 (four lakh) equity share of Rs. 10/- each.
 - Rs. 10,00,000/- (Rupees ten lakh only) divided into 1,00,000 (one lakh) preference shares of Rs. 10/- each.
- 1.3 The issued, subscribed and paid up share capital of Transferor Company as on 31.3.2017 was:
- Rs. 32,00,000/- (Rupees thirty two lakh only) divided into 3,20,000 (three lakh twenty thousand) equity shares of Rs. 10/- each fully paid up.
 - Rs. 8,00,000/- (Rupees eight lakh only) divided into 80,000 (eighty thousand) 0% non-convertible preference shares of Rs. 10/- each fully paid up.
- 1.4 As on the date of filing of this Scheme there has been no change in the current authorized and paid up share capital of the Transferor Company. However, the Transferor Company is proposing to redeem the non-convertible Preference shares before 31st March, 2018.
- 1.5 The Transferor Company is in the business of manufacturing pressure die casted, machined and painted components for automotive sector. It is an OEM supplier to the major automotive sector manufacturers in India like Honda, Hero MotoCorp, TVS, Suzuki, Yamaha etc.
- 1.6 The Transferor Company has three equity Shareholders. The Transferee Company is one of the Shareholders and has 500 equity shares in the Transferor Company.
- 1.7 The main objects mentioned in the memorandum of association of the Transferor Company are as follows:
- To carry on the business of manufacturers, processors, retailers, wholesalers, exporters, importers, agents or otherwise of all kinds of automobile parts, friction material including brakes and clutch, equipment, accessories, implements, components and tools and also do job work for others under the

design, pattern, style, model developed by the Transferor Company or in collaboration with other firms/companies/establishments in India or abroad.

- 2. To sale, purchase, buy, sell, import, export, manufacture, fabricate, assemble and deal in all kinds of pressure die casting components and their machining, painting and other value added operations.
- 3. To buy, sell or otherwise deal in machinery, technical data, drawings, know-how for manufacture of process and also form joint ventures and takeover companies in India and abroad with regard to fulfilling the objects mentioned in para 1 and 2 above.

ASK Automotive Private Limited ("Transferee Company / Demerged Company" or "ASK")

1.8 The Transferee Company / Demerged Company is a company incorporated on 18.01.1988 under the Companies Act, 1956, having CIN U34300DL1988PTC030342. Its email address is info@askbrake.com. The PAN No. of the Transferee Company is AAACA7205Q. The registered office of the Transferee Company is at Flat No. 104, 929/1, Naiwala, Faiz Road, Karol Bagh, New Delhi -110005.

1.9 The authorized share capital of the Transferee Company as on 31.3.2017 was Rs.50,00,000/ (Rupees fifty lakhs only) divided into 50,000 (fifty thousand) equity shares of Rs. 100/- each.

1.10. The issued, subscribed and paid up share capital of Transferee Company as on 31.3.2017 was Rs.42,35,300/ (Rupees forty two lakh thirty five thousand three hundred only) divided into 42,353 (forty two thousand three hundred fifty three) equity share of Rs. 100/- each fully paid.

1.11. The authorized share capital of the Transferee Company was increased on 05.01.2018 to Rs.12,00,00,000/ (Rupees twelve crores only) divided into 12,00,000 (twelve lakh) equity shares of Rs. 100/- each.

1.12. The Board of Directors of the Transferee Company passed a resolution on 2nd February, 2018 which was later approved by the Shareholders of the Transferee Company in the extra ordinary general meeting held on the 16th February 2018, wherein the face value of each equity share of Rs. 100/- each was split/sub-divided into 50 equity shares of face value of Rs. 2/- each fully paid up. The record date for the split/sub-division is 26th March 2018.

After split/sub-division of the equity shares as explained above, the Board of Directors of the Transferee Company in the same meeting also declared a bonus

issuance of 20 shares for each equity share of face value of Rs.2/- held by the Shareholders of the Transferee Company . The record date for the bonus issue is 28th March 2018.

The changes as stated above would be reflected in the books of the Transferee Company after the respective record dates.

1.13. The Transferee Company is a leading manufacturer of friction material components and pressure die casted, machined and painted components for the automobile industry The Transferee Company is an OEM supplier to the major leading manufactures in India like Honda, Hero MotoCorp, Bajaj, TVS, Suzuki, Yamaha, Mahindra etc and has manufacturing facilities in the States of Haryana, Karnataka, Gujarat and Utrakhand. The Transferee Company is the leader in asbestos-free brake shoe technology in India and has valuable technical collaborations with Ask Technica Corporation of Japan, Safety Control Cable Industrial Company Limited of Taiwan and Nucap Industries Inc of Canada.

1.14 The Transferee Company has four Shareholders.

1.15. The main objects mentioned in the memorandum of association of the Transferee Company are as follows:

1. To carry on the business as manufacturers, processors, retailers, wholesalers, exporters, importers, agents or otherwise of all kinds of automobile parts, accessories, implements, components and tools of town or on job work basis for others under the design, pattern, style, model developed by the Transferee Company or in collaboration with other firms/companies/ establishments in/or out of India for use in or manufacture of automobiles made in/or out of India of every description and users.

2. To buy, sell or otherwise deal in machinery, technical data, drawings, know-how for manufacturer or process of the items mentioned in Para 1 above and to erect the projects on turnkey basis or otherwise. Also, to do the business of mechanical engineers/consultants in all these branches.

1.16. The other objects of the memorandum of association of the Transferee Company, and in particular, the objects mentioned in clauses 41 and 74 of the other objects, allows the Transferee Company to carry on the business of Project Management Consultancy and the Real Estate Business which is currently being carried on as another non core business vertical as a part of the Demerged Undertaking. Set out below are the relevant objects:

For A.A. Amalraj Pvt. Ltd.

For MJC Auto Parts Pvt. Ltd.

For Vijaykumar Infra Projects Pvt. Ltd.

Vijaylaxmi Infra Projects Private Limited ("Resulting Company")

- 1.17. The Resulting Company is a company incorporated on 13.05.2013 under the Companies Act, 1956 having CIN U45400DL2013PTC25330. Its email address is vijaylaxmi.infra19@gmail.com. The PAN No. of the Resulting Company is AAECV4757C. The registered office of the Resulting Company is at Flat No. 929/1, 1st Floor, 104, Karol Bagh, Naiwala, Desh Bandhu Gupta Road, near Faiz Road Crossing, New Delhi -110005.
- 1.18. The authorized share capital of the Resulting Company is Rs. 1,00,00,000/ (Rupees one crore only) divided into 10,00,000 (ten lakh) equity shares of Rs. 10/- each.
- 1.19. The paid-up share capital of the Resulting Company is Rs.1,00,000/ (Rupees one lakh only) divided into 10,000 (Ten thousand) equity shares of Rs. 10/- each fully paid up.
- 1.20. The Resulting Company, incorporated with the object of conducting business of real estate by acquiring or purchasing plots of land or immoveable properties or any rights therein either singly or jointly or in partnership with body corporates and to develop and construct thereon residential/commercial complexes. The Resulting Company has commenced the preliminary work in respect of real estate and upon the demerger of the Real Estate & Project Management Consultancy Undertaking / Demerged Undertaking of the Demerged Company into the Resulting Company it will carry out the aforesaid business in a full-fledged manner.
- 1.21. The Resulting Company has four Shareholders. All the Shareholders are Shareholders of the Demerged Company in the same ratio.
- 1.22. The main objects as mentioned in the memorandum of association of the Resulting Company are as follows:
1. To purchase any land, plot(s) of land or immoveable property or any right or interest therein either singly or jointly or in partnership with any person(s) or body corporate or partnership firm and to develop and construct thereon residential, commercial complex or complex(es) either singly or jointly or in partnership as aforesaid, comprising offices for sale or self-use or for earning rental income thereon by letting out individual units comprised in such building(s).
 2. To purchase any moveable or immoveable property including industrial commercial, within or outside the limits of municipal corporation or other local

bodies, anywhere within the domain of India, to divide the same into suitable plots, and to rent or sell the plots for building/constructing residential houses, bungalows, business premises, and colonies and rent or sell the same and realize cost lump sum or easy installments or by hire purchase system and otherwise.

3. To purchase, sell and otherwise to carry on the business such as builders, contractors, engineers, estate agents, decorators and surveyors.

4. To purchase for resale and to trade in land and house and other immoveable property or any tenure and any interest therein, and to create, sell and deal in freehold and leasehold ground rents, and to deal in trade by way of sale, or otherwise with land and house property and any other immoveable property whether real or personal.

5. To construct, execute, carryout, equip, support maintain, operate, improve, work, develop, administer, manage, control and superintend within or outside, the country anywhere in the world all kinds of works, public or otherwise, buildings, houses and other constructions or conveniences of all kinds, which expression in this memorandum includes roads, railways and tramways, docks, harbours, embankments, irrigations, reclamation, improvements, sewage, sanitary, water, gas, electronic light, power supply works, and hotels, cold storages, warehouses, cinema houses, markets, public and other buildings and all other works and conveniences of public or private utility, to apply for purchase or otherwise acquire any contracts, decrease, concessions, for or in relation to the construction, execution, carrying out equipment, improvement, administration, or control of all such works and conveniences as aforesaid.

PART-B

RATIONALE OF THE SCHEME

- 2.1 The rationale of the Scheme is the consolidation of all manufacturing items in one company and the demerger of the non-core real estate and project management consultancy division i.e. the Demerged Undertaking of the Demerged Company into the Resulting Company.
- 2.2 The Transferor Company and the Transferee Company have manufacturing verticals comprising of (a) manufacturing of friction material and (b) aluminum die casting.

Dr. A. Anil Kumar, Director, Ashok Leyland Ltd.

Dr. ASK Automotive Pvt. Ltd.


Dr. Vikramjit Singh, Director, Ashok Leyland Ltd.


2.3 The Transferee Company has a non-core real estate and project management consultancy /division i.e. the Demerged Undertaking. The expertise of this Demerged Undertaking is to construct, buy, sell and develop industrial/ residential/ commercial projects. A separate team of qualified and experienced resources of the related line are managing the activities of the Demerged Undertaking. The Demerged Undertaking over the period of more than 15 years has completed various projects including four factories for the manufacturing activities of the Transferee Company, a group housing scheme comprising of 40 (Forty) flats at Manesar, invested in transferable development rights of four of its subsidiaries, investment in capital of other real estate companies and recently purchased an industrial plot in IMT Manesar and got it transferred from HSIIDC, the construction thereon is under progress.

2.4 The core business of the Transferor Company and the Transferee Company have common products and common clients. Currently both the companies are dependent on each other on getting job work done for some of the common products, depending on customer orders and machine capacity availability. To smoothen the production and get benefits of scale from suppliers and customers the Transferor Company and the Transferee Company have decided to merge their respective Undertakings (as provided in this Scheme) so as to better service their clients and utilize capacities.

The Board of Directors and the management of the Transferor Company and the Transferee Company believe and are of the view that the risk and reward associated with the non-core business vertical of the Transferee Company, i.e. the Demerged Undertaking, is different and the Board of Directors of the Transferor Company is only interested in carrying the manufacturing business and growing it without carrying on any non-core activity. Therefore, the Transferee Company has decided to demerge the Demerged Undertaking into the Resulting Company. Further, the reorganization/ arrangement will enable the Transferee Company to provide greater business and focus on the manufacturing of automobile and friction material components business which has high growth potential and could result in increasing the profitability and also create long term value for the various stakeholders.

2.5 Upon such demerger and the merger taking place as aforesaid, the Demerged Company would continue to carry on the business of manufacturing of automobile and friction material components business and the Resulting Company would carry on real estate and project management consultancy business transferred and vested in it pursuant to the Scheme.

For A.R. Capital Pvt. Ltd.


For ABC Automotive Pvt. Ltd.


For ABC Infrastructure Projects Pvt. Ltd.


Securities Exchange Board of India, stock exchanges, registrar of companies, National Company Law Tribunal and courts of India.

3.3 "AAA" or the "Transferor Company" means AA Autotech Private Limited, a company incorporated under the provisions of Companies Act, 1956 having its registered office at Flat No. 104,929/1, Naiwala, Faiz Road, Karol Bagh, New Delhi -110005 and, notwithstanding anything to the contrary in this Scheme, means and includes:

- (i) The entire business of the Transferor Company;
- (ii) all assets, whether moveable or immovable, whether leasehold or freehold, wherever located (including in the possession of vendors, third parties or elsewhere), whether real, personal or mixed, tangible, intangible, present, future or contingent, including but not limited to immovable properties, land and buildings, movable assets and other plant, machinery and equipment (if any), whether licensed, leased or otherwise held, title, interests, financial assets, investments, loans, application monies, advance monies, earnest monies (if any) and/or security deposits or advances (if any) (including accrued interest) and other payments (in any such case whether paid by or deemed to have been paid by the Transferor Company), covenants, undertakings and all rights and benefits, including all rights and benefits pertaining to any investments, loans and advances, including accrued interest thereon, all advance payments, earnest monies and/or security deposits, payment against warrants, if any, security arrangements, receivables, claims against any third parties, guarantees (including bank and performance guarantees), letters of credit, reversions, tenancies and other such arrangements or facilities (if any);
- (iii) all debts, borrowings, duties, guarantees, assurances and liabilities (if any) (including deferred tax liabilities and contingent liabilities), both present and future of every kind, nature or description, whether fixed, contingent or absolute, secured or unsecured, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising, whether provided for or not in the books of accounts or disclosed in the balance sheet including, without limitation, whether arising out of any contract or tort based on negligence or strict liability or under any licenses or permits or schemes;

For AA Autotech Pvt. Ltd.

For AAIF Autotech Pvt. Ltd.

For AAIF Autotech Pvt. Ltd.

- (iv) all the valid contracts, agreements, engagements, licenses, leases, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, letters of agreed points, arrangements, undertakings, whether written or otherwise, deeds, bonds, schemes, privileges and benefits of all contracts, agreements, tenders, bids, experience and/or performance statements and all other rights, including license rights, lease rights, powers and facilities of every kind and description whatsoever or other understandings, deeds and instruments of whatsoever nature to which the Transferor Company is a party, including agreements with any government entity, department, commission, board, agency, bureau, official, etc., sale agreements, agreements to sell, equipment purchase agreements, hire purchase agreements, lending agreements and other agreements with the customers, sales orders, purchase orders and other agreements and contracts with the supplier of goods or service providers (if any) and all rights, title, interests, claims and benefits there under of whatsoever nature to which the Transferor Company is a party;
- (v) all intellectual property rights, registrations, trademarks, trade names, service marks, copyrights, patents, designs, technical know-how, domain names, including applications for trademarks, trade names, service marks, copyrights, designs and domain names, used by or held for use by the Transferor Company (if any), whether or not recorded in the books of accounts of the Transferor Company, and other intellectual property rights of any nature whatsoever, books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), drawings, computer programs, manuals, data, catalogues, quotations, list of present and former customers and suppliers, other customer information, customer credit information, customer pricing information and all other records and documents (if any), whether in physical or electronic form relating to the business activities and operations of the Transferor Company, whether used or held for use by it;
- (vi) all permits, licenses, consents, approvals, authorizations, quotas, rights, entitlements, allotments, concessions, exemptions, liberties, advantages, subsidies, grants, allotments, recommendations, clearances, tenancies, offices, taxes, tax deferrals, benefits and credits (including, but not

limited to credits and benefits in respect of foreign trade policy, fiscal benefits, tax deducted at source, turnover tax, excise duty, minimum alternate tax credit, customs duty, sales tax, value added tax and service tax), income tax benefits (including carry forward tax losses comprising of unabsorbed depreciation) and exemptions (including the right to claim tax holiday under the Income Tax Act), no-objection certificates, certifications, easements, tenancies, privileges and similar rights, whether statutory or otherwise, and any waiver of the foregoing, issued by any legislative, executive or judicial unit of any governmental or semi-governmental entity or any department, commission, board, agency, bureau, official or other regulatory, administrative or judicial authority used or held for use by the Transferor Company;

- (vii) any and all permanent employees, who are on the payrolls of the Transferor Company, employees / personnel engaged on contract basis and contract labourers and interns / trainees, engaged by the Transferor Company, at its respective offices, branches or otherwise, and any other employees / personnel and contract labourers and interns / trainees hired by the Transferor Company after the date hereof;
- (viii) all legal, tax, regulatory, quasi-judicial, administrative proceedings, suits, appeal, applications or other proceedings of whatsoever nature initiated by or against the Transferor company; and
- (ix) all books, records, papers, files, computer programs, engineering and process information, manuals, data, production methodologies, production plans, designs, catalogues, quotations, websites, cloud storage, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records, whether in physical or electronic form, directly or indirectly relating to the Transferor Company.

3.4 "ASK" or the "Transferee Company" or the "Demerged Company" means ASK Automotive Private Limited a company incorporated under the provisions of Companies Act, 1956 having its registered office at Flat No. 104,929/1, Naiwala, Faiz Road, Karol Bagh, New Delhi -110005.

- 3.5 "Amalgamation Appointed Date" means the start of business as on 01.04.2018.
- 3.6 "Board of Directors" or "Board" means the board of directors of the Transferor Company and/or the Transferee Company, and/or the Resulting Company as the case may be, and shall include a duly constituted committee thereof or any person authorized by the board of directors or by any such committee.
- 3.7. "Demerged Undertaking" or "Real Estate & Project Management Consultancy Undertaking" means the entire undertaking businesses activities and operations of the Demerged Company pertaining to real estate and project management consultancy business which shall include, but shall not be limited to:
- (a) all immoveable properties i.e. land together with the buildings and structures standing thereon (whether freehold, leasehold, leave and license, right of way, tenancies or otherwise) of the Demerged Company pertaining to the real estate & project management consultancy business either directly or through its subsidiaries and all documents including declaration receipts, title, rights and easements and all rights, covenant, continuing rights, title and interest in connection with the said immoveable properties;
 - (b) all assets as are moveable in nature pertaining to the real estate & project management consultancy business (whether present or future or contingent, tangible or intangible, in possession or reversion, corporeal or incorporeal), actionable claims, earnest money and sundry debtors, financial assets, provisions, receivables, funds, cash and bank balances and deposits including accrued interest thereto of the Demerged Company pertaining to the real estate and project management consultancy business;
 - (c) all investments being the investments in subsidiary companies, joint venture companies, associate companies or investments of any other nature, receivables, loans and advances extended (including CENVAT credit, GST credit or other tax assets), including accrued interest thereon of the Demerged Company pertaining to the real estate and project management consultancy business;
 - (d) all debts, borrowings and liabilities, whether present or future, whether secured or unsecured availed by the Demerged Company pertaining to the real estate and project management consultancy business;
 - (e) all trademarks, service marks, patents, trade names and other intellectual property rights of every kind and description whatsoever of the Demerged Company pertaining to the real estate and project management consultancy business;

(f) all permits, rights, entitlements, licenses, certificates, approvals, authorizations, no objections, exemptions, registrations, grants, allotments, recommendations, clearances and other licenses granted by any government authority, tenancies, offices, taxes, tax deferrals and benefits, subsidies, concessions, refund of any tax, duty, cess, or of any excess payment, tax credits (including, but not limited to, credits in respect of income tax, tax deducted at source, goods and services tax, sales tax, value added tax, turnover tax, excise duty, service tax, minimum alternate tax credit etc.) of every kind and description whatsoever of the Demerged Company pertaining to the real estate and project management consultancy business;

(g) all books, records, files, manuals, documents, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records whether in physical form or electronic form or in any other form in connection or relating to the Demerged Company and pertaining to the real estate and project management consultancy business;

(h) all privileges and benefits of all contracts, agreements and all other rights including lease rights, licenses, powers and facilities of every kind and description whatsoever of the Demerged Company pertaining to the real estate and project management consultancy business;

(i) all advance payments, earnest monies and/or security deposits, payment against warrants, if any, or other entitlements of the Demerged Company pertaining to the real estate and project management consultancy business;

(j) all legal, tax, regulatory, quasi-judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature initiated by or against the Demerged Company in connection with the real estate and project management consultancy business; and

(k) all employees, workers and staffs of the Demerged Company as are primarily engaged in the real estate and project management consultancy business. 3.8

3.8 "Demerger Appointed Date" shall mean the close of business as on 31st March 2018.

3.9 "Effective Date" means the date on which the last of the conditions set out in Clause 29 of Part F of the Scheme is satisfied.

- 3.10 "Encumbrances" shall mean (a) any mortgage, charge (whether fixed or floating) pledge, lien, hypothecation, assignment, deed or trust, title retention, security interest or other encumbrances or interest of any kind securing or conferring any priority of payment in respect of any person, including without limitation any right granted by a transaction, which in legal terms, is not the granting of security but which has economic and financial effect similar to the granting of security under applicable law; (b) proxy, any voting agreement, interest, option, right of first offer, refusal or transfer restriction in favour of any person, or any other preferential arrangement having a similar effect, of any kind or nature, whether arising by agreement, by statute or otherwise; (c) any adverse claim as to title, possession or use; and (d) a contract to give or refrain from giving any of the foregoing.
- 3.11 "Government Authority" means applicable centre, state or local government (including Municipality, Municipal Corporation) statutory legislative, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitral body having jurisdiction, exercising powers conferred by law applicable in India.
- 3.12 "Income Tax Act" means the Income Tax Act, 1961 and rules framed thereunder, including any statutory modification, re-enactment or amendment thereto for the time being enforced.
- 3.13 "National Company Law Tribunal or NCLT " means the Hon'ble bench of National Company Law Tribunal at New Delhi and shall be deemed to include, if applicable, a reference to such other form or authority which may be vested with any of the powers of a National Company Law Tribunal to sanction this Scheme under the Act.
- 3.14 "Record Date of Demerger" shall mean the date to be fixed by the Board of Directors of the Demerged Company in consultation with the Board of Directors of the Resulting Company for the purpose of determining the members of the Demerged Company to whom the shares of the Resulting Company will be allotted pursuant to Part D of this Scheme.
- 3.15 "Record Date of Amalgamation" shall mean the date to be fixed by the Board of Directors of the Transferee Company for determining the members of the Transferor Company to whom the shares of the Transferee Company will be allotted pursuant to Part E of this Scheme.

For ASK Automotive Pvt. Ltd.

For ASK Automotive Pvt. Ltd.

For Vijayzen Auto Projects Pvt. Ltd.

- 3.16 "Remaining Undertaking" means all the undertaking, business activities or operations including all the assets and liabilities of the Demerged Company other than the business, assets and liabilities of the Demerged Undertaking demerged into the Resulting Company.
- 3.17 "Resulting Company" means Vijaylaxmi Infra Projects Private Limited, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at Flat No. 929/1, 1st Floor, 104, Karol Bagh, Naiwala, Desh Bandhu Gupta Road, near Faiz Road Crossing, New Delhi -110005.
- 3.18 "Shareholders", with respect to the Transferor Company, the Transferee Company / Demerged Company and the Resulting Company means, the persons registered from time to time, as the holders of the equity shares or preference shares of the company concerned.
- 3.19 "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Amalgamation and Demerger in its present form approved by the Board of Directors of the Transferor Company, the Transferee Company / Demerged Company and the Resulting Company subject to such modification(s) approved or directed by the National Company Law Tribunal,.
- 3.20 "Undertaking" or "the Undertaking", with respect to each of the Companies have been explained in the Scheme and includes (a) All the assets and properties as on the Amalgamation Appointed Date of the Transferor Company (b) All the debts, liabilities, duties and obligations as on the Amalgamation Appointed Date of the Transferor Company (c) All the assets and properties as on the Demerger Appointed Date of the Demerged Company pertaining to the Demerged Undertaking (d) All the debts, liabilities, duties and obligations as on the Demerger Appointed Date of the Demerged Company pertaining to the Demerged Undertaking (e) All the assets and properties as on the Demerger Appointed Date of the Demerged Company in respect of the Remaining Undertaking (f) All the debts, liabilities, duties and obligations as on the Demerger Appointed Date of the Demerged Company in respect of the Remaining Undertaking and (g) all assets and liabilities of the Transferee Company post the Amalgamation Appointed Date (h) all assets and liabilities of the Resulting Company post the Demerger Appointed Date
- 3.21 All terms and words not defined in this Scheme shall, unless repugnant to the context or meaning thereof have the same meaning prescribed to them under the Act and other applicable laws, rules, regulations, bye-laws as the case may be or any statutory modification or re-enactment thereof from time to time.



In this Scheme, unless the context otherwise requires:

- (i) references to "persons" shall include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
- (ii) the headings are inserted for ease of reference only and shall not affect the construction or interpretation of the relevant provisions of this Scheme;
- (iii) any phrase introduced by the terms "including", "include" or any similar expression shall be construed without limitation;
- (iv) references to one gender includes all genders; and
- (v) words in the singular shall include the plural and vice versa.

4. DETAILS OF SHARE CAPITAL OF THE TRANSFEROR COMPANY, TRANSFEREE COMPANY /DEMERGED COMPANY AND THE RESULTING COMPANY, AS ON THE DATE OF THIS SCHEME

4.1 TRANSFEROR COMPANY:

The authorized share capital of the company is:

- (a) Rs. 40,00,000/- (Rupees forty lakhs only) divided into 4, 00, 000 (four lakh) equity share of Rs. 10/- each.
- (b) Rs. 10,00,000/- (Rupees ten lakhs only) divided into 1,00,000 (one lakh) preference shares of Rs. 10/- each.

The issued subscribed and fully paid up share capital of the company is :

- (a) Rs. 32,00,000/- (Rupees thirty two lakh only) divided into 3,20,000 (three lakh twenty thousand) equity share of Rs. 10/- each.
- (b) Rs. 8,00,000/- (Rupees eight lakhs only) divided into 80,000 (eighty thousand) 0% non-convertible preference shares of Rs. 10/- each.

4.2 TRANSFEREE COMPANY/DEMERGED COMPANY:

The authorized share capital of the company is

- (a) Rs. 12,00,00,000/- (Rupees twelve crores only) divided into 12,00, 000 (twelve lakhs) equity share of Rs. 100/- each.

(b) The Board of Directors of the Transferee Company has passed a resolution on 2nd February, 2018 which was later approved by the Shareholders in the extra ordinary general meeting held on the 16th February 2018, wherein the face value of each equity share of Rs. 100/- each was split/sub divided into 50 equity

shares of face value of Rs. 2/- each fully paid up. The record date for the split/sub-division is 26th March 2018.

After split/sub-division of the equity shares as explained above, the Board of Directors of the Transferee Company in the same meeting also declared a bonus of 20 shares for each equity share of face value of Rs.2/- held by its Shareholders. The record date for the Bonus Issue is 28th March 2018.

The changes as stated above would be reflected in the books of the Transferee Company after the respective record dates.

4.3. **RESULTING COMPANY:**

The authorized share capital of the company is Rs. 1,00,00,000/ (Rupees One Crore only) divided into 10,00, 000 (Ten Lakh) equity shares of Rs. 10/- each.

The paid up share capital of the company is Rs. 1,00,000/ (Rupees one lakh only) divided into 10, 000 (ten thousand) equity shares of Rs. 10/- each..

5. **GENERAL DISCLOSURES**

TRANSFEROR COMPANY

- 5.1 The Transferor Company had an earnings before interest, tax, depreciation and amortisation (EBITDA) of INR 23.50 crores and had a turnover of INR 277.65 crores (includes other income as well) during the financial year ended 31st March, 2017.
- 5.2 There was no qualification, reservation or adverse remark or disclaimer made by the auditors in their audit report obtained for the financial year ended 31st March, 2017 of the Transferor Company.
- 5.3 There is no investigation pending against the Transferor Company under section 210 to 212 of the Act.
- 5.4 The shares of the Transferor Company are not listed on any stock exchange.

TRANSFEREE/DEMURGED COMPANY/ASK

- 5.5 ASK had an earnings before interest, tax, depreciation and amortisation (EBITDA) of Rs 123.41 crores and had a turnover of Rs.1003 crores (includes other income as well) during the financial year ended 31st March, 2017.
- 5.6 There is no qualification, reservation or adverse remark or disclaimer made by the auditors in their audit report obtained for the financial year ended 31st March 2017 of ASK.

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- 5.7 There is no investigation pending against ASK under section 210 to 212 of the Act.
- 5.8 The shares of ASK are not listed on any stock exchange.
- 5.9 The Scheme does not include reduction in the share capital or corporate debt restructuring, hence disclosures under Section 230 (2) (b) and 230 (2) (c) of the Act are not required to be made by the Transferor Company or Transferee Company or the Resulting Company.

RESULTING COMPANY

- 5.10 The Resulting Company has had a loss of Rs. 6,668/- (Six thousand Six hundred and Sixty eight only) and had a turnover of Rs. 0 (NIL) during the financial year ended 31st March, 2017.
- 5.11 There was no qualification, reservation or adverse remark or disclaimer made by the auditors in their audit report obtained for the financial year ended 31st March, 2017 of the Resulting Company.
- 5.12 There is no investigation pending against the Resulting Company under section 210 to 212 of the Act.
- 5.13 The shares of the Resulting Company are not listed on any stock exchange.

6. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or directed by the National Company Law Tribunal or any other Appropriate Authority shall be effective from the respective Appointed Dates mentioned herein, but shall be operative from the Effective Date.

PART - D

TRANSFER AND VESTING OF DEMERGED UNDERTAKING OF THE DEMERGED COMPANY TO AND IN THE RESULTING COMPANY

7. TRANSFER OF DEMERGED UNDERTAKING OF THE DEMERGED COMPANY

- 7.1 With effect from the Demerger Appointed Date, the Demerged Undertaking of the Demerged Company together with its assets, properties, liabilities, rights, benefits and interest thereof shall, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument, deed, matter or thing done by either of the Demerged Company or the Resulting Company, stand transferred to and vested in the Resulting

Company, on a going concern basis, in consideration for the issuance of shares in the Resulting Company, as set out hereinafter in this part of this Scheme, so as to vest in the Resulting Company all rights title and interest pertaining to Demerged Undertaking free from all Encumbrances except the permitted encumbrances.

7.2 The demerger of the Demerged Undertaking under the Scheme shall be in compliance with the conditions of demerger as specified under Section 2 (19AA) of the Income Tax Act and other relevant provisions i.e. transfer of all assets and liabilities relating to the Demerged Undertaking appearing in the books of accounts of the Demerged Company immediately before the demerger, issue of shares to Shareholders of the Demerged Company in accordance with this Scheme by the Resulting Company .

8. ASSETS AND LICENSES

8.1 Upon the Scheme becoming effective from the Effective Date, and with effect from the Demerger Appointed Date:

a) All the immoveable properties (including land, together with the buildings and structures standing thereon and other immoveable property) of the Demerged Company pertaining to the Demerged Undertaking, whether freehold or leasehold (including any right to use) or licensed or otherwise, and all documents of title, rights and easements in relation thereto, shall stand transferred to and be vested in and/or deemed to have been transferred to and vested in the Resulting Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed by the Demerged Company and/or the Resulting Company. . Upon the Scheme coming into effect on the Effective Date and from the Demerger Appointed Date, such immovable properties shall become the property of the Resulting Company so as to vest in the Resulting company all the rights, title and interest in such immoveable properties. Such immoveable properties transferred shall be free from Encumbrances except Permitted Encumbrances. On and from the Effective Date and with effect from the Demerger Appointed Date the Resulting Company shall be entitled to exercise all rights and privileges, and be liable to pay all taxes and charges, and fulfill all obligations, in relation to or applicable to such immovable properties. The mutation or substitution of the title to the immovable properties shall, upon this Scheme becoming effective on the Effective Date, be made and duly recorded in the name of the Resulting Company by the relevant authorities.

- b) All the assets of the Demerged Company pertaining to the Demerged Undertaking as are moveable in nature or incorporeal property or are otherwise capable of transfer by physical or constructive delivery and/or by endorsement and delivery or by vesting and recordal pursuant to this Scheme, shall stand transferred to and be vested in, the Resulting Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the scheme, without any further act, instrument or deed by the Demerged Company or the Resulting Company. Upon the Scheme coming into effect on the Effective Date and from the Demerger Appointed Date, such assets shall become the property of the Resulting Company so as to vest in the Resulting company all the rights, title and interest in such assets, on and from the Demerger Appointed Date. The transfer or vesting pursuant to this sub-clause shall be deemed to have occurred by physical or constructive delivery or by endorsement and delivery or by vesting and recordal pursuant to this Scheme, as appropriate to the property being transferred/vested and the title to such property shall be deemed to have been transferred and vested accordingly. Such property transferred shall be free from all Encumbrances except Permitted Encumbrances.
- c) All the intellectual / intangible property rights of any nature whatsoever, including any and all registrations, goodwill, licenses, trademarks, service marks, copyrights, domain names, applications for copyrights, trade names and trademarks, relating exclusively to the Demerged Undertaking of the Demerged Company, shall stand transferred to, and be vested in, the Resulting Company, by operation of law pursuant to the vesting orders of the Tribunal sanctioning the scheme, without any further act, instrument or deed by the Demerged Company and/or the Resulting Company, on and from the Demerger Appointed Date.
- d) All the assets of the Demerged Undertaking of the Demerged Company, including investments in shares and any other securities, sundry debtors, receivables, bills, outstanding loans and advances, bank balances, deposits etc, the same shall stand transferred to and vested in the Resulting Company by operation of law pursuant to the vesting order of the Tribunal Sanctioning the Scheme, without any further act, instrument or deed by the Demerged Company and/or the Resulting Company, on and from the Demerger Appointed Date and the same shall also be deemed to have been transferred by way of delivery of possession of the respective documents in this regard. The Resulting Company shall at its sole and absolute discretion, and without being obliged and if it so deems appropriate, give notice in such form as it may deem fit and proper to each person, debtor or depositor that pursuant to the Scheme sanctioned by the

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Tribunal, the said debt, receivable, bill, loan, advance or deposit stands transferred and vested in the Resulting Company and the same be paid to or made good to or held on account of the Resulting Company.

- e) All the licenses, permissions, approvals, consents, certificates, registrations, no objections, clearances, concessions, exemptions, quotas, entitlements, licenses or rights granted to, issued to or executed in favour of the Demerged Company in relation to the Demerged Undertaking shall, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme and without any further act, instrument or deed by the Demerged Company and/or the Resulting Company, stand vested in or transferred to or deemed amended in favour of the Resulting Company as if the same were originally granted to, issued to or executed in favour of the Resulting Company, and shall be appropriately transferred or assigned by the concerned statutory authorities in favour of the Resulting Company upon vesting of the Demerged Undertaking on and from the Demerger Appointed Date. The benefit of all statutory and regulatory permissions, environmental approvals and consents, registration or other licenses, and consents shall vest in and become available to the Resulting Company pursuant to the Scheme, on and from the Demerger Appointed Date. It is hereby clarified that if the consent of any third party or authority is required to give effect to the provisions of this sub-clause, the said third party or authority shall be obligated to, and shall make and duly record the necessary substitution/endorsement in the name of the Resulting Company. For this purpose, the Demerged Company shall file appropriate applications / documents with the relevant authorities concerned for information and record purposes.
- f) All the existing Encumbrances other than the Permitted Encumbrances, on the assets of the Demerged Undertaking shall be released. Such Encumbrances shall not relate to or attach to any assets of the Demerged Undertaking or any other assets of the Resulting Company. The encumbrances, other than the Permitted Encumbrances, shall after the Effective Date relate and attach to the assets or any part thereof of the Remaining Undertaking of ASK.
- g) The Resulting Company shall be entitled to benefit of all insurance policies which have been issued in relation to the Demerged Undertaking of the Demerged Company and the name of the Resulting Company shall be substituted as the "insured party" in the policies as if the Resulting Company was initially a party.

h) All estates, assets, rights, title, interests and authorities accrued to and / or acquired by the Demerged Company in relation to the Demerged Undertaking shall be deemed to have been accrued to and / or acquired for and on behalf of the Resulting Company and shall stand transferred to or vested in or be deemed to have been transferred to or vested in the Resulting Company to that extent and shall become the estates, assets, rights, title, interests and authorities of the Resulting Company by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument, deed, matter or thing being made, done or executed by the Demerged Company and/or the Resulting Company.

i) All electricity, water and other utility connections, benefits and tariff rates in respect thereof sanctioned by various public sector and private companies, boards, agencies and authorities to the Demerged Company in relation to the Demerged Undertaking, together with security deposits and all other advances paid, shall stand automatically transferred and vested in favour of the Resulting Company on the same terms and conditions by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument, deed, matter or thing being made, done or executed by the Demerged Company and/or the Resulting Company. The relevant electricity, water or other utility companies, boards, agencies and authorities shall issue invoices in the name of the Resulting Company with effect from the billing cycle commencing from the month immediately succeeding the month in which an intimation of the Tribunal's approval of this Scheme is filed by the Resulting Company with them. The Resulting Company and the relevant electricity, water or other utility companies, boards, agencies and authorities shall continue to comply with the terms, conditions and covenants associated with the grant of such connection. Without limiting the generality of the foregoing, the Resulting Company shall also be entitled to refund of security deposits paid to or placed with such electricity, water or other utility companies, boards, agencies, municipal corporations, statutory and other authorities by the Demerged Company in relation to the Demerged Undertaking.

j) The Demerged Company and/or the Resulting Company, as the case may be, shall, at any time after this Scheme comes into effect on the Effective Date, if so required under any applicable law or otherwise, do all such acts or things as may be necessary to transfer/obtain the approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses and



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certificates which were held or enjoyed by the Demerged Company in relation to the business of the Demerged Undertaking. It is hereby clarified that if the consent of any third party or government authority is required to give effect to the provisions of this sub-clause, the said third party or government authority shall be obligated to, and shall make and duly record the necessary substitution/endorsement in the name of the Resulting Company pursuant to the sanction of this Scheme by the Tribunal, and upon this Scheme becoming effective on the Effective Date. For this purpose, the Resulting Company shall file appropriate applications/documents with relevant authorities concerned for information and record purposes. The Resulting Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Demerged Company and to carry out or perform all such acts, formalities or compliances referred to above as may be required in this regard.

9. LIABILITIES

9.1 Upon the Scheme becoming effective from the Effective Date, and with effect from the Demerger Appointed Date all secured and unsecured debts, sundry creditors, liabilities, contingent liabilities, guarantees, duties and obligations of every kind, nature and description (whether in Indian Rupees or foreign currency) whatsoever and howsoever arising, raised or incurred or utilized by the Demerged Company in relation to the Demerged Undertaking, shall be deemed to be the debts, liabilities, guarantees, duties and obligations of the Resulting Company along with any charge, lien, encumbrance or security thereon, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme without requirement of any further act, instrument, matter, thing or deed required by the Demerged Company and/or the Resulting Company. It shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause. Further, all debts and loans raised and duties, liabilities and obligations incurred or which arise or accrue to the Demerged Company in relation to the Demerged Undertaking on or after the Demerger Appointed Date till the Effective Date, shall be deemed to have been raised, used or incurred for and on behalf of the Resulting Company and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to and be deemed to be transferred to the Resulting

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Company and shall become the debts, loans raised, duties, liabilities and obligations incurred by the Resulting Company by virtue of this Scheme. Where any of the debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations of the Demerged Company in relation to the Demerged Undertaking as on the Demerger Appointed Date deemed to be transferred to the Resulting Company have been discharged by the Demerged Company after the Demerger Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Resulting Company.

10. STAFF, WORKMEN & EMPLOYEES:

- 10.1 On the Scheme becoming effective from the Effective Date, all staff, workmen, and employees, who are employed in the Demerged Undertaking, employees/personnel engaged on contract basis (if any), contract labourers (if any) and interns/trainees (if any) of the Demerged Undertaking, who are in service on the Effective Date, shall be deemed to have become staff, workmen, employees, employees/personnel engaged on contract basis, contract labourers or interns/trainees, as the case may be, of the Resulting Company, with effect from the Demerged Appointed Date, without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Resulting Company shall not be less favorable than those applicable to them prior to the Demerged Appointed Date.
- 10.2 As far as the Provident Fund, Gratuity Fund, Superannuation Fund, contributions made under the Employees State Insurance Act, 1948, leave encashment and any other special scheme or benefits created or existing for the benefit of such employees of the Demerged Company are concerned, on and from the Effective Date, the Resulting Company shall stand substituted for the Demerged Company for all the purposes whatsoever related to administration or operation of such funds, including the obligation to make contributions to relevant authorities, if any, in accordance with provisions of such funds according to the terms provided in the respective trust deeds, provisions of applicable laws or otherwise. It is clarified that the services of such employees of the Demerged Company will be treated as having been continuous and not interrupted for the purposes of such funds.
- 10.3 Till the Effective Date of the Scheme, the Demerged Company shall make contribution to the Government maintained provident fund and/or other funds in relation to the staff, workmen and employees of the Demerged Undertaking. On

and from the Effective Date, the Resulting Company shall make appropriate contribution to such provident fund and/or other fund in respect of the staff, workmen and employees taken over by it pursuant to the Scheme. The contributions and all accretions thereto in the provident fund account, superannuation fund, gratuity fund and other benefit funds, if any, of which the employees of the Demerged Undertaking are members or beneficiaries till the Effective Date, shall with the approval of the concerned authorities be transferred (in such proportion as is allocable to the employees of the Demerged Undertaking being transferred to the Resulting Company) to the relevant funds of the Resulting Company or Government for the benefit of the employees of the Demerged Undertaking on terms no less favourable than immediately existing prior to the Effective Date. The Resulting Company may subject to necessary approvals and permissions continue to contribute in respect of the employees engaged in the Demerged Undertaking to the relevant funds of the Demerged Company until such time the Resulting Company creates own funds at which time the investment and contributions pertaining to the employees of the Demerged Undertaking shall be transferred to funds created by the Resulting Company. In case necessary approvals are not received by Effective Date and there is a delay, all such amounts shall continue to be administered by the Demerged Company in trust for the Resulting Company from the Effective Date till the date of actual transfer and, on receiving the approvals all the accumulated amounts till such date shall be transferred to the respective funds of the Resulting Company suo-moto.

- 10.4 The Resulting Company undertakes that for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits to the employees of the Demerged Company forming part of the Demerged Undertaking, the past services of such employees with the Demerged Company shall also be taken into account and it shall pay the same accordingly, as and when such amounts are due and payable. Upon this Scheme becoming effective on the Effective Date, the Demerged Company will transfer / handover to the Resulting Company, copies of employment information, 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 relating to his and all forms, notifications, orders and contribution / identity cards

issued by the concerned authorities relating to benefits transferred pursuant to this Clause.

- 10.5 Any question that may arise as to whether any employee belongs and does not belong to the Demerged Undertaking shall be mutually decided by the Board of Directors of ASK and Resulting Company.

11. CONTRACTS DEEDS ETC

- 11.1 Upon the Scheme becoming effective on the Effective Date and with effect from the Demerger Appointed Date, subject to other provisions of the Scheme, all contracts, deeds, agreements, bonds, letters of intent, memoranda of understanding, schemes, arrangements, approvals, certificates, registrations, permits, rights, subsidies, concessions, entitlements, clearances and other instruments (including all leases, licenses and other assurances, permissions and transfer of development rights in favour of the Demerged Company or powers or authorities granted by or to) of whatsoever nature, for the purpose of carrying out the business of the Demerged Undertaking of the Demerged Company, subsisting or having effect immediately before the Effective Date, to which the Demerged Company is a party, shall be in as full force and effect against or in favour of the Resulting Company, as if the Resulting Company had been a party thereto and may be enforced as fully and effectually as if instead of the Demerged Company, the Resulting Company had been a party or beneficiary or obligor thereto or thereunder. It is hereby clarified that upon the Scheme becoming effective on the Effective Date and with effect from the Demerger Appointed Date, the Demerged Company shall have no right and liabilities in respect of any of the aforesaid contracts/ arrangements transferred to the Resulting Company for the period after the Demerger Appointed Date.

Without prejudice to the generality of the foregoing, all deeds, bank guarantees, performance guarantees and letters of credit, agreements / licenses with any government entity, department, commission, board, agency, bureau or official, hire purchase agreements, lending agreements and such other agreements, deeds, documents and arrangements pertaining to the business of the Demerged Undertaking of the Demerged Company or to the benefit of which the Demerged Company may be eligible and which are subsisting or having effect immediately before the Effective Date, including all rights and benefits (including benefits of any deposit, advances, receivables or claims) arising or accruing therefrom, shall be deemed to be approvals and permissions / licenses, contracts, deeds, bonds,

agreements, schemes, arrangements and other instruments, permits, rights, entitlements, licenses of the Resulting Company, upon the Scheme becoming effective on the Effective Date and with effect from the Demerger Appointed Date, by operation of law pursuant to the vesting order of the Tribunal. In relation to the same any procedural requirements required to be fulfilled solely by the Demerged Company (and not by any of its successors) shall be fulfilled by the Resulting Company as if it is the duly constituted attorney of the Demerged Company. All agreements entered into by the Demerged Company in relation to the Demerged Undertaking shall stand transferred and vested in favour of the Resulting Company on the same terms and conditions. The Resulting Company and the other parties to such agreements shall continue to comply with the terms, conditions and covenants thereunder.

11.2 Without prejudice to the other provisions of the Scheme and notwithstanding the fact that the vesting of the Demerged Undertaking of the Demerged Company in the Resulting Company occurs by virtue of this Scheme itself, the Resulting Company may, at any time after the coming into effect of this Scheme, in accordance with the provisions hereof, if so, required, under any law or otherwise, take such actions or enter into or issue or execute deeds, writings, confirmations, innovations, declarations, or other documents with, or in favour of, any party to any contract or arrangement to which the Demerged Company is a party, including any filings with the regulatory authorities, or any writings as may be necessary to be executed in order to give formal effect to the provisions of this Scheme. The Resulting Company shall under the provisions of this Scheme, be deemed to be authorized without requirement of any consent, approval of the authority of the Demerged Company, whether in writing or verbal, to execute any such writings in place and substitution of the Demerged Company and to carry out or perform all such formalities or compliances required for the purposes referred to above.

11.3 Without prejudice to the generality of the foregoing, it is clarified that upon coming into effect of this Scheme on the Effective Date, and with effect from the Demerger Appointed Date, all consents, permissions, certificates, authorities, powers of attorney given by, issued to or executed in favour of the Demerged Company in relation to the Demerged Undertaking shall stand transferred to the Resulting Company as if the same were originally given by, issued to or executed in favour of the Resulting Company and the Resulting Company shall

be bound by the terms thereof, the obligations and duties thereunder and the rights and benefits under the same shall be available to the Resulting Company.

11.4 On and from the Effective Date, the Resulting Company shall in its own right, be entitled to realize all money and complete and enforce all pending contracts or transactions in respect of the Demerged Undertaking in the name of the Demerged Company but for the benefit and entitlement of the Resulting Company, in so far as may be necessary, until the transfer of rights and obligations of the Demerged Company to the Resulting Company under the Scheme is formally accepted by the parties concerned.

11.5 Without prejudice to the aforesaid, if it is clarified that if any contracts, deeds, bonds, agreements, arrangements, letters of intent, memoranda of understanding, schemes, approvals, certificates, registrations, permits, rights, subsidies, concessions, entitlements, clearances and other instruments or whatsoever nature in relation to the Demerged Undertaking which the Demerged Company owns or to which the Demerged Company is a party cannot be transferred to the Resulting Company for any reasons whatsoever, the Demerged Company shall hold such assets, contracts, deeds, bonds, agreements, schemes, arrangements or other instruments or whatsoever nature in trust for the benefit of the Resulting Company, in so far as it is permissible so to do, till such time as the transfer is given effect to.

12. LEGAL PROCEEDINGS

12.1 All legal proceedings of whatsoever nature by or against the Demerged Undertaking pending at the Demerger Appointed Date and or arising after the Demerger Appointed Date till the Effective Date, shall be continued and enforced against the Demerged Undertaking in relation to the Demerged Undertaking as desired by the Resulting Company in the manner and to the same extent as would or might have been continued and enforced by or against the Demerged Company, as and from the Effective Date.

12.2 After the Demerger Appointed Date, if any proceedings are taken against the Demerged Company in respect of the matters referred to in Clause 12.1, the Demerged Company shall defend the same at the cost of the Resulting Company and the Resulting Company shall reimburse and indemnify the Demerged Company against all liabilities and obligations incurred by the Demerged Company in respect thereof.

For A.A. Automobile Pvt. Ltd.


For A.A. Automobile Pvt. Ltd.


For Miraymanis India (Proposed) Pvt. Ltd.

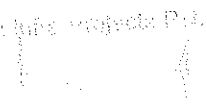
13. TAXES

13.1 Upon the Scheme becoming effective on the Effective Date, and with effect from the Demerger Appointed Date, all taxes (including but not limited to advance tax, tax deducted at source, minimum alternate tax credits, bank cash transaction tax, securities transaction tax, sales tax, service tax, etc.), duties, cess of any nature paid or payable including any deduction at source, service tax input credit or GST input credit receivables by the Demerged Company in relation to the Demerged Undertaking relating to the period between the Demerger Appointed Date and the Effective Date shall be deemed to have been on account of or on behalf of or paid or payable by the Resulting Company. Further, upon the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date, all deduction otherwise admissible to the Demerged Company pertaining to Demerged Undertaking including payment admissible on actual payment or on deduction of appropriate taxes or on payment of tax deducted at source (such as under Section 43B, Section 40, Section 40A etc. of the Income Tax Act) shall be eligible for deduction to the Resulting Company upon fulfilment of the required conditions under the Income Tax Act. Further, the Resulting Company shall be entitled to claim credit for taxes deducted at source/ paid against its tax/ duty liabilities/ minimum alternate tax, advance tax, goods and services tax, service tax, value added tax liability etc., notwithstanding the certificates/ challans or other documents for payment of such taxes/duties, as the case may be, being in the name of the Demerged Company. Further, any tax incentives, advantages, privileges, exemptions, credits, holidays, remissions, reductions as would have been available to the Demerged Company in relation to the Demerged Undertaking on or before the Demerger Appointed Date shall be available to the Resulting Company.

13.2 Upon the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date, all taxes payable by the Demerged Company in relation to the Demerged Undertaking including all or any refunds of claims shall be treated as the tax liability or refunds/claims as the case may be, of the Resulting Company, without any further act, instrument or deed of the Demerged Company or the Resulting Company, and the Resulting Company shall be entitled to file/revise its statutory returns and related tax payment certificates and to claim refunds and advance tax credits as may be required consequent to the implementation of the Scheme; and all tax compliances under applicable laws by the Demerged Company shall be deemed to have been undertaken by the Resulting Company.

For A. A. Antotech Pvt. Ltd.


For AOK Administration Pvt. Ltd.


For Vajpayee & Co. Chartered Accountants


- 13.3 Upon the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date, the accounts of the Resulting Company as on the Demerger Appointed Date shall be reconstructed in accordance with the applicable provisions and terms of this Scheme. Further, upon the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date, the Resulting Company will be expressly permitted to revise / reopen and file income tax returns including tax deducted at source certificates, and other tax returns in terms of the applicable laws, and to claim refunds / credits and advance tax / tax deducted at source / minimum alternate tax credits, pursuant to the provisions of the Scheme.

14. CORPORATE APPROVALS AND PAST EXPERIENCE

- 14.1 Upon the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date, benefits of any and all corporate approvals as may have been taken by the Demerged Company in relation to the Demerged Undertaking, whether being in the nature of compliances or otherwise, including without limitation, approvals, if any, under, Sections 188 of the Act, and any other approvals under the Act shall stand transferred to the Resulting Company and the said corporate approvals and compliances shall be deemed to have been taken / complied with by the Resulting Company.
- 14.2 Upon the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date, the Resulting Company shall be entitled to the benefit of the past experience and/or performance of the Demerged Company in relation to the Demerged Undertaking for all purposes without any further act, instrument or deed required by either of the Demerged Company or the Resulting Company and without any approval or acknowledgement being required from any third party. If any instrument or deed or document is required or deemed necessary or expedient to give effect to the provisions of this Clause by the Resulting Company, the Demerged Company shall duly execute the same and duly record the necessary substitution/endorsement in the name of the Resulting Company pursuant to the Scheme becoming effective on the Effective Date. The Resulting Company shall, under the provisions of the Scheme, be deemed to be authorised to execute any such writings on behalf of the Demerged Company and to carry out or perform all such formalities or compliances referred to above on behalf of the Demerged Company in relation to the Demerged Undertaking.

15. **CONDUCT OF BUSINESS TILL EFFECTIVE DATE**

15.1 With effect from the Demerger Appointed Date and upto and including the Effective Date:

(i) The Demerged Company shall carry on and shall be deemed to carry on all its business activities and operations relating to the Demerged Undertaking and shall stand possessed of and shall be deemed to have held and stood possessed of the assets, properties and liabilities of the Demerged Undertaking on behalf of and in trust for the Resulting Company.

(ii) All profits / losses accruing to the Demerged Company in relation to the Demerged Undertaking and all taxes thereon arising or incurred by it, in relation to the Demerged Undertaking shall, for all purposes, be treated as the profits, losses or taxes as the case may be, of the Resulting Company.

(iii) All accretions and depletions in relation to the Demerged Undertaking shall be for and on account of the Resulting Company.

16. **ISSUE OF SHARES BY RESULTING COMPANY**

16.1 Upon the Scheme becoming fully effective on the Effective Date, in consideration of the demerger and transfer and vesting of all assets and liabilities, duties, rights and obligations relating to the Demerged Undertaking of the Demerged Company in terms of Part D of the Scheme, the Resulting Company shall, without any further act or deed, issue and allot 1 (One) Equity Share of Rs.10/- each credited as fully paid-up (the "New Equity Shares") of the Resulting Company for every 50 (fifty) Equity Shares of Rs.2 each fully paid-up held by the equity Shareholders in the Demerged Company, as on the Record Date of Demerger. The equity shares so issued and allotted, shall rank pari passu in all respects with the existing equity shares of the Resulting Company.

16.2 No shares shall be issued in respect of fractional entitlements, if any, by the Resulting Company, to which the members of the Demerged Company may be entitled on issue and allotment of New Equity Shares of the Resulting Company.

16.3 Each member of the Demerged Undertaking holding equity shares in the Demerged Company shall receive the New Equity Shares of the Resulting Company in dematerialised form.

16.4 The Resulting Company will increase its authorized capital before the Scheme becomes effective for the purposes of allotment of equity shares to the Shareholders of the Demerged Company and in this regard, the Resulting

Remaining Undertaking shall, for all purposes, be treated as the profits or losses, as the case may be, of the Demerged Company.

19. ACCOUNTING TREATMENT IN THE BOOKS OF RESULTING COMPANY

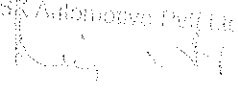

19.1 The Resulting Company shall upon the Scheme becoming effective, record the assets and liabilities of the Demerged Undertaking of the Demerged Company transferred to and vested in it pursuant to this Scheme at their respective book values as appearing in the books of the Demerged Company as at the close of business on the Demerger Appointed Date. All the transactions related to the Demerged Undertaking, between Demerger Appointed Date and Effective Date, will be recorded in the books of the Resulting Company in the same way as if the transactions would have been executed by the Resulting Company itself. However consolidated entries can be recorded instead of individual transactions within the gambit of applicable accounting standards and other legal provisions.

19.2 The excess or deficit, as the case may be, of the book value of the assets over the value of the liabilities of the Demerged Undertaking of the Demerged Company transferred to and vested in the Resulting Company pursuant to this Scheme shall, after adjusting the aggregate face value of the shares issued by the Resulting Company to the members of the Demerged Company pursuant to this Scheme, be credited by the Resulting Company in accordance with the Indian Generally Accepted Accounting Principles relating to a scheme of demerger.

20. ACCOUNTING TREATMENT IN THE BOOKS OF THE DEMERGED COMPANY

20.1 The Demerged Company shall upon the Scheme becoming effective on the Effective Date, record the deletion of the assets and liabilities of the Demerged Undertaking transferred to and vested in the Resulting Company pursuant to this Scheme at their respective book values as appearing in its books as at the close of business on the Demerger Effective Date in accordance with Clause 15.

20.2 The excess of the book value of the assets over the value of the liabilities of the Demerged Undertaking of the Demerged Company transferred to and vested in the Resulting Company pursuant to this Scheme shall be accounted for and dealt with in the books of the Demerged Company in its general reserves.

<p>For A.A. Anand Pvt. Ltd.</p>  <p>Director/Chairman</p>	<p>For AAK Automobile Pvt. Ltd.</p>  <p>Director/Chairman</p>	<p>For Wajayra and Info Projects Pvt. Ltd.</p>  <p>Director/Chairman</p>
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PART -E.

MERGER AND AMALGAMATION OF THE TRANSFEROR COMPANY INTO THE TRANSFEREE COMPANY

21. TRANSFER AND VESTING OF THE UNDERTAKING OF THE TRANSFEROR COMPANY INTO THE TRANSFEREE COMPANY

21.1 On coming into the effect of the Scheme on the Effective Date and after giving effect to Part B of the Scheme and with effect from the Amalgamation Appointed Date, the entire Undertaking of the Transferor Company together with assets, properties, liabilities, rights, benefits and interest therein subject to existing charges, if any, thereon shall without any further deed, act, matter or thing stand transferred to and vested with the Transferee Company pursuant to Sections 230 to 232 and other applicable provisions of the Act, on a going concern basis and on a share exchange ratio set out hereinafter in the Scheme, so as to become as and from the Amalgamation Appointed Date, the Undertaking(s) properties and liabilities of the Transferee Company by virtue of and in the manner provided in the Scheme.

21.2 The transfer of the Undertaking of the Transferor Company under the Scheme is in compliance with the Income Tax Act and other statutory provisions. If any of the terms of the Scheme are inconsistent with the provisions of any of the statutory provisions of any statutes or legislations, the provisions of the said statutes or legislations to the extent of the inconsistency shall prevail and the Scheme shall, stand and be deemed to be modified to the extent to comply with the said provisions and such modifications shall not affect the other parts of the Scheme.

21.3. All the assets moveable and immoveable, moveable and immovable properties (including land together with the buildings and structures standing thereon and rights and interest in the immovable properties of the Transferor Company, whether freehold or leasehold, including any right to use, or licenses or otherwise), documents of title, easements, investments in shares and any other securities, sundry debtors, outstanding loans and advances, bank balances, rights, interests and claims whatsoever of the Transferor Company and its entire Undertaking (authorities, privileges, licenses and rights in respect of moveable properties, immovable properties including lease hold, tenancies, trademarks, fittings and fixtures, power connections, telephones, telex, fax, cash balances, reserves, securities, deposits, refunds, outstanding balances, stocks, investments, licenses including all the benefits and entitlements up to the Effective Date,

accrued or earned goodwill and other rights and interests of all descriptions in or arising out of such properties as may belong to or be in possession of the Transferor Company and all books and accounts, and documents and records relating thereto) shall, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme and without any further act, instrument or deed by the Transferor Company and/or the Transferee Company, be transferred to and be vested in the Transferee Company with effect from the Amalgamation Appointed Date, so as to become as and from the Amalgamation Appointed Date, the assets, properties, rights, interests and claims of the Transferee Company but subject nevertheless to all charges then affecting the same.

21.4. All the liabilities, debts, contingent liabilities, obligations and duties, whether secured or unsecured or whether provided for or not in the books of account or disclosed in the balance sheets of the Transferor Company up to the Effective Date shall also stand transferred to and vested in the Transferee Company, with effect from the Amalgamation Appointed Date by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme and without any further act, instrument or deed by the Transferor Company and/or the Transferee Company, so as to become as and from the Amalgamation Appointed Date, the liabilities, debts, contingent liabilities, obligations and duties of the Transferee Company. It shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause. Further, all debts and loans raised and duties, liabilities and obligations incurred or which arise or accrue to the Transferor Company on or after the Amalgamation Appointed Date till the Effective Date, shall be deemed to have been raised, used or incurred for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to and be deemed to be transferred to the Transferee Company and shall become the debts, loans raised, duties, liabilities and obligations incurred by the Transferee Company by virtue of this Scheme. Where any of the debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations of the Transferor Company as on the Amalgamation Appointed Date deemed to be transferred to the Transferee Company have been discharged by the Transferor Company after the Amalgamation Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company.

For And: Ashish Jain, ICAI
For And: Ashish Jain, ICAI
For And: Ashish Jain, ICAI

21.5. All long term, medium term, short term loans and other loans, secured and unsecured, undertaken by the Transferor Company from Banks and any other persons up to the Effective Date, shall stand transferred and become the liabilities of the Transferee Company and shall be discharged by the Transferee Company, in the same manner and on the same terms and conditions as applicable to the Transferor Company. Upon the Scheme being sanctioned by the National Company Law Tribunal and upon a copy of the Scheme being filed with the registrar of companies, Delhi & Haryana at Delhi all charges created in favour of the Transferor Company shall stand transferred in favour of the Transferee Company.

21.6 All the licenses, permits, quotas, contracts, letters of intent, memoranda of understanding, deeds, bonds, agreements, schemes, arrangements, approvals, permissions, certificates, registrations, incentives, tax deferrals and benefits, subsidies, concessions, entitlements, clearances, grants, rights, claims, leases, tenancy rights, liberties, special status, licenses including those related to intellectual property rights of any nature whatsoever, including any and all registrations, goodwill, licenses, trademarks, know-how, technical know-how, trade names, descriptions, trading styles, franchise, labels, label designs, colour schemes, utility models, holograms, bar codes, designs, patents, copyrights, tenancies, privileges and any rights, titles or interest, facilities of every kind of description of whatsoever nature, and other benefits and privileges enjoyed or confirmed or held or availed of by Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company whether before or after the Amalgamation Appointed Date, shall, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme and without any further act, instrument or deed by the Transferor Company and/or the Transferee Company, be and hereby stand transferred to and vested in or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become as and from the Amalgamation Appointed Date, licenses, permits, quotas, contracts (together with all non-compete covenants) approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status, licenses including those related to trademarks, know-how, technical knowhow, trade names, descriptions, trading styles, franchise, labels, label designs, colour schemes, utility models, holograms, bar codes, designs, patents, copyrights, tenancies, privileges and any rights, titles or interest in intellectual property rights, powers, facilities of every kind of description of whatsoever nature and other benefits or privileges of the Transferee Company

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and shall remain valid, effective and enforceable on the same terms and condition and shall be appropriately registered by relevant statutory authorities in favour of the Transferee Company pursuant to this Scheme in order to facilitate the continuation of operations of the Transferor Company in the Transferee Company without any hindrances, on the Amalgamation Appointed Date.

Without prejudice to the generality of the foregoing, all deeds, bank guarantees, performance guarantees and letters of credit, agreements / licenses with any government entity, department, commission, board, agency, bureau or official, hire purchase agreements, lending agreements and such other agreements, deeds, documents and arrangements pertaining to the business of the Transferor Company or to the benefit of which the Transferor Company may be eligible and which are subsisting or having effect immediately before the Effective Date, including all rights and benefits (including benefits of any deposit, advances, receivables or claims) arising or accruing therefrom, shall be deemed to be approvals and permissions / licenses, contracts, deeds, bonds, agreements, schemes, arrangements and other instruments, permits, rights, entitlements, licenses of the Transferee Company, upon the Scheme becoming effective on the Effective Date and with effect from the Amalgamation Appointed Date, by operation of law pursuant to the vesting order of the Tribunal. In relation to the same any procedural requirements required to be fulfilled solely by the Transferor Company (and not by any of its successors) shall be fulfilled by the Transferee Company as if it is the duly constituted attorney of the Transferor. All agreements entered into by the Transferor Company shall stand transferred and vested in favour of the Transferee Company on the same terms and conditions. The Transferee Company and the other parties to such agreements shall continue to comply with the terms, conditions and covenants thereunder.

21.7 Upon the Scheme being becoming effective on the Effective Date, all legal proceedings, including any notices, disputes, pending suits, appeals or tax, regulatory, quasi-judicial, administrative or other proceedings of whatsoever nature relating to the Transferor Company, then pending by or against the Transferor Company shall not abate, be discontinued or in any way prejudicially affected by reason of the amalgamation of the Transferor Company or of anything contained in this Scheme, but the proceedings shall continue and any prosecution shall be enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued, prosecuted and/or enforced by or against the Transferor Company, as if this Scheme had not been implemented.

For A.A. Infrastructure Pvt. Ltd.

For AAI Promoters Pvt. Ltd.

For Vignette India Projects Pvt. Ltd.

21.8 The transfer and vesting of the Undertaking of the Transferor Company and the assets, rights, powers and property, liabilities, obligations and duties, under Clauses 21.1 to 21.6 hereof and the continuance by the Transferee Company under Clause 21.7 hereof, of all proceedings by or against the Transferor Company in the ordinary course of business on and after the Amalgamation Appointed Date, shall be to the end and intent, that the Transferee Company accepts on behalf of itself, all acts, deeds and things done and executed by the Transferor Company on or after the Amalgamation Appointed Date and up to the Effective Date.

21.9 (a) On and with effect from the Amalgamation Appointed Date and until the Effective Date, the Transferor Company shall be deemed to have been carrying on its business and activities for and on account of the Transferee Company and all income and profits accruing or losses incurred by the Transferor Company from and after the Amalgamation Appointed Date and up to the Effective Date, shall for all purposes be treated as income, profits or losses, as the case may be, of the Transferee Company, available for being disposed of or absorbed or otherwise dealt with, in such manner as the Transferee Company shall deem fit.

(b) The Transferee Company, may, as on and from the Effective Date, carry on, either in the Transferee Company's own name or in the name of the Transferor Company, as the circumstances may require, such of the business, contracts, transactions etc. of the Transferor Company, as are unfinished or incomplete and as may be necessary to be transacted and completed.

(c) On and with effect from the Amalgamation Appointed Date and until the Effective Date, all accretions and depletions in relation to the Transferor Company shall be for and on account of the Transferee Company.

21.10 Subject to the other provisions contained in this Scheme, all contracts, deeds, agreements, arrangements, schemes, bonds and other instruments of whatsoever nature whether pertaining to immovable properties or otherwise subsisting or having effect immediately before the Effective Date, to which the Transferor Company is a party or the benefit of which accrues in favour of the Transferor Company, shall be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company has been a party or beneficiary or obligee thereto or thereunder.

21.11 The transfer under Clauses 21.1 to 21.6 thereof, of the Undertaking, properties and liabilities of the Transferor Company and the continuance of the proceedings by or against ASK under Clause 21.7 hereof, shall not affect any transactions or

proceedings already concluded by the Transferor Company on and after the Appointed Date and the Transferee Company shall accept and adopt all such transactions or proceedings, as if done and executed on behalf of or by itself. Furthermore, as from the Appointed Date, the Transferor Company shall be deemed to have carried on and to be carrying on business on behalf of the Transferee Company until this Scheme becomes effective and shall account to, and be entitled to be indemnified by, the Transferee Company.

21.12 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, power of attorney given by issued to or executed in favour of the Transferor Company shall transfer to the Transferee Company as if the same were originally given by or executed in favour of the Transferee Company and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder and the rights and benefits shall be available to the Transferee Company. The Transferee Company shall make applications and shall do all acts or things which may be necessary to obtain relevant approvals from the concerned government authorities in this behalf.

21.13 It is herein clarified that the Transferee Company will, at any time after coming into effect of this Scheme, in accordance with provisions herein, if so required under any law or otherwise, execute appropriate deeds of confirmation or other writings or arrangements with any party to any contract or arrangements in relation to Transferor Company to which the Transferor Company is a party, in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on part of the Transferor Company.

22. CONSIDERATION:

22.1 Upon the Scheme becoming fully effective on the Effective Date, in consideration of the amalgamation and transfer and vesting of all assets and liabilities, duties, rights and obligations relating to the Transferor Company in terms of Part E of the Scheme, the Transferee Company shall, without any further act or deed, issue and allot to the Shareholders of the Transferor Company 20 (Twenty) Equity Shares of Rs.2/- each credited as fully paid-up (the "New Equity Shares") of the Transferee Company for every 1 (One) Equity Shares of Rs.10/- each fully paid-up held by the equity Shareholders in the

Transferor Company, as on the Record Date of Amalgamation. The equity shares so issued and allotted, shall rank pari passu in all respects with the existing equity shares of the Transferee Company.

- 22.2. No shares shall be issued in respect of fractional entitlements, if any, by the Transferee Company, to which the members of the Transferor Company may be entitled on issue and allotment of New Equity Shares of the Transferee Company.
- 22.3. Each Shareholder of the Transferor Company shall receive the New Equity Shares of the Transferee Company in Dematerialised form.
- 22.4. The authorized share capital of the Transferor Company shall be added to and shall form part of the authorized share capital of the Transferee Company. Accordingly, the authorized share capital of the Transferee Company shall stand increased to the extent without payment of any fees or charges to the registrar of companies. However in the event of any charges becoming payable, the Transferee Company undertakes to pay the same to the statutory authorities.
23. **ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEEEE COMPANY:**
- 23.1 After giving effect to Part E of the Scheme, the Transferee Company shall account the amalgamation of the Transferor Company as per the pooling of interest method as set-out in Indian Accounting Standard (IND AS 103) and/or other applicable accounting standards as specified under section 133 of Act.
- 23.2 The Transferee Company shall, upon the Scheme being sanctioned by the National Company Law Tribunal, record the assets and liabilities of the Transferor Company vested in it pursuant to this Scheme, at the respective book values thereof as appearing in the books of the Transferor Company, prepared in accordance with Indian Accounting Standards.
- 23.3 Amounts lying in the balance of the "Profit and Loss Account" in the books of account of the Transferor Company shall be adjusted by the Transferee Company to its "Profit and Loss Account."
- 23.4 The inter-company balances between the Transferee Company and the Transferor Company, if any appearing in the books of the Transferee Company shall stand cancelled. Further, the value of investments held by the Transferee Company in the Transferor Company on the Amalgamation Appointed Date shall stand cancelled pursuant to the amalgamation.
- 23.5 The difference between the share-capital of the Transferor Company and the book value of the investments cancelled in terms of Clause 23.4 above shall be

transferred to capital reserve and would be presented separately from other capital reserves in the books of the Transferee Company.

- 23.6 Subject to the above, the reserves of the Transferor Company will be incorporated in the books of the Transferee Company in the same form as they appeared in the financial statements, prepared in accordance with Indian accounting standards, of the Transferor Company.
- 23.7 Further, in case of any difference in accounting policy between the Transferor Company and the Transferee Company, the impact of the same till the amalgamation will be quantified and adjusted in the retained earnings of the Transferee Company, to ensure that the financial statements of the Transferee Company reflect the financial position based on consistent accounting policy.

24 TRANSACTIONS RELATING TO THE TRANSFEROR COMPANY BETWEEN AMALGAMATION APPOINTED DATE AND EFFECTIVE DATE:

During the period between the Amalgamation Appointed Date and the Effective Date:

- 24.1 The Transferor Company shall carry on and be deemed to have carried on its business and activities for and on account of and in trust for the Transferee Company;
- 24.2 The Transferor Company shall carry on business and activities in the ordinary course of business with reasonable diligence and business prudence and shall not alter and substantial expand its business except with the concurrence of the Transferee Company;
- 24.3 All the profits or income accruing or arising to the Transferor Company or expenditure or losses arising or incurred by the Transferor Company shall for all purposes be treated and deemed to be and accrue as the profits or income or expenditure or losses (as the case may be) of the Transferee Company;
- 24.4 The Transferor Company shall not without the written consent of the Transferee Company alienate, charge or encumber any of its properties except in the ordinary course of business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of this Scheme by the Board of Directors of the Transferee Company as the case may be;
- 24.5 With effect from the Amalgamation Appointed Date, all debts, liabilities, duties and obligations of Transferor Company as on the close of business on the date preceding the Amalgamation Appointed Date whether or not provided in its

books and all liabilities which arise or accrue on or after the Amalgamation Appointed Date shall be deemed to be the debts, liabilities, duties and obligations of the Transferee Company;

24.6 Upon the Scheme coming into effect on the Effective Date, the Transferee Company shall commence or carry on and shall be authorized to carry on the business carried on by the Transferor Company;

24.7 For the purposes of giving effect to the vesting order, the Transferee Company shall at any time pursuant to the order passed by the NCLT approving the Scheme, be entitled to get recorded all the changes in the legal right(s) upon the vesting of the Transferor Company's business and Undertakings in accordance with the provisions of Sections 230 to 232 of the Act. The Transferee Company shall be authorized to execute any pleadings, applications, forms etc as are required to remove any difficulties and carry out any formalities as are necessary for the implementation of this Scheme.

25. **STAFF, WORKMEN & EMPLOYEES:**

25.1 After giving effect to Part E of the Scheme, on the Scheme becoming effective on the Effective Date, all staff, workmen and employees, who are employed in the Transferor Company, employees/personnel engaged on contract basis (if any), contract labourers (if any) and interns/trainees (if any) of the Transferor Company, who are in service on the Effective Date, shall be deemed to have become staff, workmen, employees, employees/personnel engaged on contract basis, contract labourers or interns/trainees, as the case may be, of the Transferee Company, with effect from the Amalgamation Appointed Date, 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 prior to the Amalgamation Appointed Date.

25.2 As far as the provident fund, gratuity fund, superannuation fund or any other special fund created or existing for the benefit of such employees of the Transferor Company are concerned, on and from the Effective Date, the Transferee Company shall stand substituted for the Transferor Company for all the purposes whatsoever related to administration or operation of such funds, including the obligation to make contributions to relevant authorities, if any, in accordance with provisions of such funds according to the terms provided in the respective trust deeds, provisions of applicable law or otherwise. It is clarified

For M.A. Automobiles Pvt. Ltd.
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For ASK Automobiles Pvt. Ltd.
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For Vijaya Group of Institutions Pvt. Ltd.
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that the services of such employees of the Transferor Company will be treated as having been continuous and not interrupted for the purposes of such funds.

25.3 Till the Effective Date of the Scheme, the Transferor Company shall make contribution to the Government maintained provident fund and/or other funds in relation to the staff, workmen and employees of the Transferor Company. On and from the Effective Date, the Transferee Company shall make appropriate contribution to such provident fund and/or other fund in respect of the staff, workmen and employees taken over by it pursuant to the Scheme. The contributions and all accretions thereto in the provident fund account, superannuation fund, gratuity fund and other benefit funds, if any, of which the employees of the Transferor Company are members or beneficiaries till the Effective Date, shall with the approval of the concerned authorities be transferred (in such proportion as is allocable to the employees of the Transferor Company being transferred to the Transferee Company) to the relevant funds of the Transferee Company or Government for the benefit of the employees of the Transferor Company on terms no less favourable than immediately existing prior to the Effective Date.

25.4 The Transferee Company undertakes that for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits to the employees of the Transferor Company, the past services of such employees with the Transferor Company shall also be taken into account and it shall pay the same accordingly, as and when such amounts are due and payable. Upon this Scheme becoming effective on the Effective Date, the Transferor Company will transfer / handover to the Transferee Company, copies of employment information, 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 relating to its and all forms, notifications, orders and contribution / identity cards issued by the concerned authorities relating to benefits transferred pursuant to this Clause.

26. LEGAL PROCEEDINGS:

26.1 With effect from the Amalgamation Appointed Date and upon the Scheme being effective, the Transferee Company shall bear the burden and the benefits of any

For A.A. Automobiles Pvt. Ltd.

For ASBK Automobiles Pvt. Ltd.

For Vijayawada Infra Projects Pvt. Ltd.

legal or other proceedings including direct or indirect assessments, if any, initiated against the Transferor Company or by the Transferor Company .

26.2 All legal proceedings of whatsoever nature by or against the Transferor Company pending at the Amalgamation Appointed Date and or arising after the Amalgamation Appointed Date till the Effective Date pending in any court or before any authority, judicial, quasi judicial, administrative, tribunal, appellate tribunal, any adjudicating authority shall be continued and enforced by or against the Transferee Company in the manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company, as and from the Effective Date.

26.3 After the Amalgamation Appointed Date, if any proceedings are taken against the Transferor Company in respect of the matters referred to in Clause 26.1 it shall defend the same at the cost of the Transferee Company and the Transferee Company shall reimburse and indemnify the Transferor Company against all liabilities and obligations incurred by the Transferor Company in respect thereof.

26.4 The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company referred to in Clause 26.1, transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company to the exclusion of the Transferor Company.

26.5 If any legal proceedings of whatsoever nature by or against the Transferor Company be pending the same shall not abate, be discontinued or be in any way be prejudicially affected by reason of amalgamation of the Transferor Company or of anything contained in this Scheme, but the proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against Transferor Company as this Scheme had not been made.

27. TAXES AND OTHER MATTERS

27.1 Upon the Scheme becoming effective on the Effective Date, and with effect from the Amalgamation Appointed Date, all taxes (including but not limited to advance tax, tax deducted at source, minimum alternate tax credits, bank cash transaction tax, securities transaction tax, sales tax, service tax, etc.), duties, cess of any nature paid or payable including any deduction at source, service tax input credit or GST input credit receivables, entry tax, sales tax, excise duty, custom

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duty, service tax, VAT, GST paid or payable by the Transferor Company in respect of its operation, assets and or the profits of the Transferor Company shall be deemed to have been on account of or on behalf of or paid or payable by the Transferee Company. Further, upon the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all deduction otherwise admissible to the Transferor Company including payment admissible on actual payment or on deduction of appropriate taxes or on payment of tax deducted at source (such as under Section 43B, Section 40, Section 40A etc. of the Income Tax Act) shall be eligible for deduction to the Transferee Company upon fulfilment of the required conditions under the Income Tax Act. Further, the Transferee Company shall be entitled to claim credit for taxes deducted at source/ paid against its tax/ duty liabilities/ minimum alternate tax, advance tax, goods and services tax, service tax, value added tax liability etc., notwithstanding the certificates/ challans or other documents for payment of such taxes/duties, as the case may be, being in the name of the Transferor Company. Further, any tax incentives, advantages, privileges, exemptions, credits, holidays, remissions, reductions as would have been available to the Transferor Company on or before the Amalgamation Appointed Date shall be available to the Transferee Company.

27.2 All taxes, duties, entry tax, sales tax, excise duty, custom duty, service tax, VAT, GST paid or payable by the Transferor Company in respect of its operation, assets and or the profits of the Transferor Company before the Appointed Date shall be on account of the Transferor Company and in so far as it relates to the tax payment (including without limitation, income tax, minimum alternate tax (MAT) dividend distribution tax, wealth tax, sales tax, excise duty, custom duty, service tax, VAT, GST etc whether by way of deduction at source, advance tax, or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operations of the Transferor Company with effect from the Amalgamation Appointed Date shall be deemed to be corresponding item paid by the Transferee Company and shall in all proceedings, be dealt with accordingly. The relevant tax authorities shall be bound to transfer to the account and give credit for the same to the Transferee Company upon the effectiveness of the Scheme on the Effective Date and upon relevant proof and documents being provided to the said authorities.

27.3 Any refund under the tax laws due to the Transferor Company consequent to the assessment made on the Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Amalgamation Appointed

Date shall also belong to and be received by the Transferee Company. The Transferor Company is expressly permitted to revise and file income tax returns, sales tax/VAT returns, GST, excise duty, custom duty and other returns and to claim refunds/credits pursuant to the Scheme. The Transferor Company shall be entitled to such tax benefits under the Income Tax Act and to claim credits therefore in accordance with the provisions of Income Tax Act including the benefit of depreciation as admissible under the provisions of Income Tax Act. The Transferee Company shall continue to enjoy the tax benefits/concessions, if any provided to the Transferee Company through notifications/circulars issued by the concerned authorities.

- 27.4 The income tax, if any, paid by the Transferor Company on or after the Appointed Date in respect of income assessable from the date, shall be deemed to have been paid by or for the benefit of the Transferee Company. Further, the Transferee Company shall after the Effective Date be entitled to revise the relevant returns, if any, filed by the Transferee Company for any year, if so necessitated or consequent to the Scheme notwithstanding that the time prescribed for such revision may have elapsed.
- 27.5 From the Effective Date and till such time the name of the Transferee Company would get entered as the account holder in respect of all the bank accounts and Demat accounts of the Transferor Company in the relevant bank's/DP's books or records, the Transferee Company shall be entitled to operate the bank account of the Transferor Company in the existing names.
- 27.6 Upon the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the accounts of the Transferee Company as on the Amalgamation Appointed Date shall be reconstructed in accordance with the applicable provisions and terms of this Scheme. Further, upon the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the Transferee Company will be expressly permitted to revise / reopen and file income tax returns including tax deducted at source certificates, and other tax returns in terms of the applicable laws, and to claim refunds / credits and advance tax / tax deducted at source / minimum alternate tax credits, pursuant to the provisions of the Scheme.

28. OTHER PROVISIONS

- 28.1 Notwithstanding anything contained in the provisions of Section 13 and other relevant provisions of the Act, upon the Scheme becoming effective, the main

objects contained in the Memorandum of Association of the Transferee Company shall include the main objects included in the Memorandum of Association of the Transferor Company.

28.2 The Transferor Company and/or the Transferee Company, as the case may be, shall, at any time after this Scheme comes into effect on the Effective Date, if so required under any applicable law or otherwise, do all such acts or things as may be necessary to transfer/obtain the approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses and certificates which were held or enjoyed by the Transferor Company. It is hereby clarified that if the consent of any third party or government authority is required to give effect to the provisions of this Clause, the said third party or government authority shall be obligated to, and shall make and duly record the necessary substitution/endorsement in the name of the Transferee Company pursuant to the sanction of this Scheme by the Tribunal, and upon this Scheme becoming effective on the Effective Date. For this purpose, the Transferee Company shall file appropriate applications/documents with relevant authorities concerned for information and record purposes. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all such acts, formalities or compliances referred to above as may be required in this regard.

28.3 Upon the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, benefits of any and all corporate approvals as may have been taken by the Transferor Company, whether being in the nature of compliances or otherwise, including without limitation, approvals, if any, under, Sections 188 of the Act, and any other approvals under the Act shall stand transferred to the Transferee Company and the said corporate approvals and compliances shall be deemed to have been taken / complied with by the Transferee Company.

28.4 Upon the Scheme coming into effect on the Effective Date and with effect from the Amalgamation 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 either of the Transferor Company or the Transferee Company and without any approval or acknowledgement being required from any third party. If any instrument or deed or document is required or deemed necessary or expedient to give effect to the provisions of this Clause by the Transferee Company, the Transferor Company

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shall duly execute the same and duly record the necessary substitution/endorsement in the name of the Transferee Company pursuant to the Scheme becoming effective on the Effective Date. The Transferee Company shall, under the provisions of the Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on behalf of the Transferor Company.

28.5 Upon the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the secured creditors of the Transferee Company shall only continue to be entitled to security over such properties and assets forming part of the Transferee Company, as existing immediately prior to the amalgamation of the Transferor Company into and with the Transferee Company and the secured creditors of the Transferor Company shall continue to be entitled to security over such properties, assets, rights, benefits and interest of and in the Transferor Company, as existing immediately prior to the amalgamation of the Transferor Company into and with the Transferee Company. It is hereby clarified that all the assets of the Transferee Company and the Transferor Company which are not currently encumbered shall remain free and available for creation of any security thereon in future in relation to any new indebtedness that may be incurred by the Transferee Company. For this purpose, no further consent from the existing secured creditors shall be required and sanction of this Scheme shall be considered as a specific consent of such secured creditors.

PART -F:

GENERAL TERMS AND CONDITIONS

29. CONDITIONALITY OF THE SCHEME:

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

29.1 The requisite consent, approval or permission of the Central Government or any other statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme;

29.2 The approval of requisite majority of members and secured and unsecured creditors of each of the Transferor Company, the Transferee Company / Demerged Company and the Resulting Company either by giving consent in writing or at a meeting as may be directed by National Company Law Tribunal.

For A.A. Arambani Pvt. Ltd.


A.A. Arambani

For A.P. Arambani Pvt. Ltd.


A.P. Arambani

For Vilayamangalapur Projects Pvt. Ltd.


Vilayamangalapur Projects Pvt. Ltd.

- 29.3 The Scheme being sanctioned by the National Company Law Tribunal under Sections 230 to 232 of the Act and any other applicable provision of the Act.
- 29.4 The certified copies of the orders of the National Company Law Tribunal under Sections 230 to 232 of the Act sanctioning the Scheme are filed with the Registrar of Companies, Delhi and Haryana; and
- 29.5 Compliance with such other conditions as may be imposed by the National Company Law Tribunal.
30. **APPLICATION TO NATIONAL COMPANY LAW TRIBUNAL:**
- 30.1 Each of the Transferor Company, the Transferee Company / Demerged Company and the Resulting Company shall, with all reasonable diligence, make and pursue applications / petitions to the National Company Law Tribunal for sanctioning this Scheme under Section 230 to 232 of the Act, for carrying this Scheme into effect and for dissolution of the Transferor Company without winding up.
- 30.2 The Transferor Company, the Transferee Company / Demerged Company and the Resulting Company shall make appropriate applications, petitions to the National Company Law Tribunal under Section 230 to 232 and other applicable provisions of the Act seeking orders for dispensing with or convening, holding and conducting of the meetings of the classes of their respective members and/or the creditors and for sanctioning the Scheme with such modifications as may be approved by the National Company Law Tribunal.
- 30.3 Upon this Scheme being approved by the requisite members or creditors of the Transferor Company, the Transferee Company / Demerged Company and the Resulting Company, each of the Transferor Company, the Transferee Company / Demerged Company and the Resulting Company shall apply to the National Company Law Tribunal for sanction of the Scheme under Section 230 to 232 and other applicable provisions of the Act and for such other orders and orders as the said National Company Law Tribunal may deem fit for carrying the Scheme into effect.
- 30.4 On approval of the Scheme by the members or creditors of each of the Transferor Company, the Transferee Company / Demerged Company and the Resulting Company shall pursuant to the Sections 230 to 232 of the Act it shall be deemed that all consents required from the Shareholders or creditors as the case may be of the said companies under the provisions of the Act as may be applicable, have been accorded to.

31. **MODIFICATIONS:**

The Scheme is subject to such modifications as the National Company Law Tribunal may impose, and/or the Board of Directors of the company concerned may affect or assent to, on behalf of all concerned and the Board of Directors of each company may do such other acts, deeds and things as may be necessary for carrying this Scheme into effect. The Transferor Company, the Transferee Company / Demerged Company and the Resulting Company by their respective Board of Directors shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/ or any matter concerned or connected therewith.

32. **EFFECT OF NON RECEIPT OF APPROVALS/SANCTIONS**

- 32.1 In the event any of the necessary and relevant approvals or conditions enumerated in the Scheme or otherwise, not being obtained or complied with, or for any other reason, the Scheme cannot be implemented, the Board of Directors of The Transferor Company, the Transferee Company / Demerged Company and the Resulting Company shall mutually waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, or in case the Scheme is not sanctioned by the National Company Law Tribunal, 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.
- 32.2 Further, in the case of non-receipt of necessary and relevant approvals to the Scheme, no rights and liabilities whatsoever shall accrue to or be incurred inter-se by the Transferor Company, the Transferee Company / Demerged Company and the Resulting Company or their Shareholders or creditors or employees or any other person.
- 32.3 The Transferor Company, the Transferee Company / Demerged Company and the Resulting Company shall have the discretion to withdraw the application and/or the petition from the National Company Law Tribunal, if any, onerous terms or other terms are not acceptable to them at the time of sanction of the Scheme. They shall also be at liberty to render the Scheme ineffective by not filing the certified orders of sanction of the Scheme with the Registrar of Companies but they shall do after intimating the NCLT of their decision of not filing the certified orders.

33. **FILING OF THE APPLICATIONS**

33.1 This Scheme shall become operative on the Effective Date. Upon coming into effect of the Scheme on the Effective Date, all permissions, licenses, approvals, incentives, remissions, tax-incentives, consents, sanctions, and other authorizations, pertaining to the activities of the Transferor Company, to which the Transferor Company are entitled to shall stand vested and permitted or continued by the order of sanction of the National Company Law Tribunal in the Transferee Company without payment of any customs duty or any other similar duty. Therefore the Transferee Company shall file the Scheme, for the record of the statutory authorities who shall take it on file, pursuant to the sanction orders of the National Company Law Tribunal. The Transferee Company is authorized to take all such steps on behalf of the Transferor Company as may be necessary to give effect to the provisions contained above.

34. **DISSOLUTION OF TRANSFEROR COMPANY:** On the Scheme becoming effective on the Effective Date, the Transferor Company shall be dissolved without the process of winding up in accordance with the provisions of the Act and rules made there under.

35. **TAX CREDITS:** Each of the Transferor Company, the Transferee Company / Demerged Company and the Resulting Company are expressly permitted to file/revise their Income Tax, Wealth Tax, Service Tax, Excise and other statutory returns, consequent to the scheme becoming effective, notwithstanding that the period for filing/revising such returns may have lapsed. The Transferor Company, the Transferee Company / Demerged Company and the Resulting Company are expressly permitted to amend TDS/TCS or other statutory certificates and shall have the right to claim refunds, advance tax credits, set offs, adjustments etc., relating to their respective incomes/transactions from the Amalgamation Appointed Date or the Demerger Appointed Date, as the case may be. It is specifically declared that the taxes/duties paid by the Transferor Company relating to the period on or after the Amalgamation Appointed Date whether by way of deduction at source or advance, pertaining to the activities of the Transferor Company, shall be deemed to be the taxes/duties paid by the Transferee Company and the Transferee Company shall be entitled to claim credit for such taxes deducted/paid against its tax/duty liabilities notwithstanding that the certificates/challans or other documents for payment of such taxes/duties are in the name of the Transferor Company. It is declared that all the tax losses pertaining to the activities of the Transferor Company upto the Amalgamation Appointed Date will be transferred to the Transferee Company. Further any tax,

duty payments not directly relatable to the Transferor Company shall be apportioned between the Transferor Company and the Transferee Company on the appropriate basis as the Board of Directors of the Transferor Company and the Transferee Company mutually in their discretion deem fit and proper.

36. SEVERABILITY

36.1 Each section of the Scheme shall be given effect to as if each section is independent of the other sections and is severable. However, failure of any part of one section for lack of necessary approvals from the Shareholders/creditors/statutory or regulatory authorities or for any other reasons that the Board of Directors may deem fit, shall not result in the whole Scheme failing. It shall be open to the Board of Directors concerned to consent to sever such part(s) of the Scheme and implement the rest of the Scheme with such modifications as they may deem fit.

37. COST CHARGES AND EXPENSES

All costs, charges and expenses of the Transferor Company and of the Transferee Company respectively, in relation to or in connection with negotiations leading up to this Scheme and carrying out and completing the terms and provisions of this Scheme and activities incidental to the completion of amalgamation in pursuance of this Scheme, shall be borne and paid by the Transferee Company.

38. WITHDRAWAL OF THIS SCHEME

Notwithstanding anything else to the contrary in this Scheme, each of the Transferor Company, the Transferee Company / Demerged Company and the Resulting Company (acting through their respective Board of Directors) shall be at liberty to withdraw from this Scheme for any reason as they deem fit.

39. BINDING EFFECT

Upon this Scheme becoming effective on the Effective Date it shall be binding on each of the Transferor Company, the Transferee Company / Demerged Company, the Resulting Company and their respective Shareholders, creditors and all other stakeholders.

40. MISCELLANEOUS


40.1 Though this Scheme shall become effective from the Effective Date, the provisions of this scheme shall be applicable and shall come into operation from


the Amalgamation Appointed Date or the Demerger Appointed Date, as the case may be.

40.2 To the extent necessary under the Scheme, upon this Scheme becoming effective on the Effective Date, the resolutions, if any, of the Transferor Company or the Demerged Company in relation to the Demerged Undertaking, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company or the Resulting Company and if any such resolutions have any monetary limits approved under the provisions of the Act, as applicable, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company or the Resulting Company and shall constitute the aggregate of the said limits in the Transferee Company or the Resulting Company. The Transferee Company and the Resulting Company hereby undertake that they shall take all steps and pass all resolutions, as may be necessary, to give effect to such actions of the Transferor Company or the Demerged Company in relation to the Demerged Undertaking pursuant to this Scheme.

40.3 Any direction or order given by the Tribunal under the provisions of the Act and any act done by any of the Transferor Company, the Transferee Company / the Demerged Company or the Resulting Company based on such directions or order shall be deemed to be in accordance with and consistent with the provisions of the Act. Accordingly, the provisions of the Act shall not be required to be separately complied with, in relation to acts done by the Transferor Company, the Transferee Company / the Demerged Company or the Resulting Company as per direction or order of the Tribunal sanctioning the Scheme under the Act.

No. 595
 Date of Registration 06/05/19
 No. of Pages 54
 No. of Copies 57
 Fee 400/-
 Date of Receipt 09/05/19
 Date of Delivery of Copy 09/05/19
 DD/DR/AR/Court Office
 National Company Law Tribunal
 New Delhi

For A.A. Autotech Pvt. Ltd.

 Authorized Signatory

For ASK Automotive Pvt. Ltd.

 Authorized Signatory

For Vijaylaxmi Infra Projects Pvt. Ltd.

 Authorized Signatory


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