

**Memorandum & Articles
or
Association
of
ASK AUTOMOTIVE LIMITED**

Certificate of Incorporation Consequent upon conversion to Public Limited Company



सत्यमेव जयते

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Registrar of companies, Delhi
4th Floor, IFCI Tower 61, New Delhi, Delhi, India, 110019

Corporate Identity Number: U34300DL1988PLC030342

Fresh Certificate of Incorporation Consequent upon Conversion from Private Company to Public Company

IN THE MATTER OF ASK AUTOMOTIVE PRIVATE LIMITED

I hereby certify that ASK AUTOMOTIVE PRIVATE LIMITED which was originally incorporated on Eighteenth day of January One thousand nine hundred eighty-eight under the Companies Act, 1956 as ASK AUTOMOTIVE PRIVATE LIMITED and upon an intimation made for conversion into Public Limited Company under Section 18 of the Companies Act, 2013; and approval of Central Government signified in writing having been accorded thereto by the RoC - Delhi vide SRN F56301740 dated 06.01.2023 the name of the said company is this day changed to ASK AUTOMOTIVE LIMITED.

Given under my hand at New Delhi this Sixth day of January Two thousand twenty-three.



Shiva Aggarwal

Registrar of Companies

RoC - Delhi

Mailing Address as per record available in Registrar of Companies office:

ASK AUTOMOTIVE LIMITED
Karol Bagh, NEW DELHI FLAT NO. 104, 929/1, NAIWALA, FAIZ
ROAD,, New Delhi, Delhi, India, 110005



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प्रारूप सं. आई. आर.
Form I. R.
निगमन का प्रमाण-पत्र

Certificate of Incorporation

सं०...55-30342.....राज्य.....1909.....
No...55-30342.....of 19.....87-88.....

मैं एतद् द्वारा प्रमाणित करता हूँ कि आज एस्कवे ऑटोमोटिव प्राइवेट लिमिटेड।

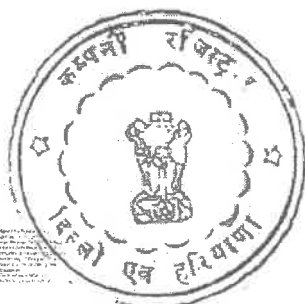
कम्पनी अधिनियम 1956 (1956 का 1) के अधीन नियमित की गई है और यह कम्पनी परिसीमित है।

I hereby certify that...ASK AUTOMOTIVE PRIVATE LIMITED...

Is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is limited.

मेरे हस्ताक्षर में आज ता. 28 पौष, 1909 को दिया गया।

Given under my hand at NEW DELHI.....this EIGHTEENTH.....
day of JANUARY.....one thousand nine hundred and...EIGHTY EIGHT...



बी. भवानी शंकर ।
कम्पनी रजिस्ट्रार

(B. BHAVANI SANKAR)
Registrar of Companies
DELHI & HARYANA



(THE COMPANIES ACT, 2013)
(COMPANY LIMITED BY SHARES)

MEMORANDUM OF ASSOCIATION
OF
ASK AUTOMOTIVE LIMITED

- I. The Name of the company is ASK AUTOMOTIVE LIMITED.
- II. The Registered Office of the company will be situated in the Union Territory of Delhi.

III(A). THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ARE:

1. To manufacture, process, retail, wholesale, export, import all kinds of automobile parts, accessories, implements, components and tools of its own or on job work basis for others under the design, pattern, style, model developed by the 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 uses.
2. To design, manufacture, assemble, test, import, export, buy, sell, distribute, service, repair, stock, deal and trade in braking systems and components thereof ("Brakes") of all types for application in automotive and general industries.
3. To design, manufacture, assemble, test, import, export, buy, sell, distribute, service, repair, stock, deal and trade in precision castings of all types, including items of ferrous, and non-ferrous metals for application in automotive and general industries.
4. To design, manufacture, assemble, test, import, export, buy, sell, distribute, service, repair, stock, deal and trade in safety control cables and components thereof of all types for application in automotive and general industries.
5. To design, develop, manufacture, assemble, test, import, export, buy, sell, distribute, service, repair, stock, deal and trade in precision machined components and assemblies for use in automotive and general industries and for all types, parts, components and accessories thereof and products related thereto.
6. To design, develop, manufacture, buy, sell, lease or hire, import, export, process, use, deal and trade in plant, machinery, equipment apparatus, materials, articles and commodities in relation to designing, developing, manufacturing, testing, assembling, installing, repairing, reconditioning and overhauling precision components and assemblies of all types, parts, components and accessories thereof and products related thereto in all types of brakes, safety control cables, precision castings using all types of ferrous and non-ferrous metals for parts and components to be used in automotive and other general industries and parts, components, accessory, assemblies and components thereof.
7. To design, develop, manufacture, assemble, test, import, export, buy, sell, distribute, services, repair, stock, deal and trade in dies, tools, fixtures for use in manufacturing of brakes, safety control cables, precision castings and components of all types, parts and components thereof.
8. To design and offer technical services to industries on manufacturing of brakes, safety control cables, precision castings and machined components and assemblies and thing related to project planning and implementation, project financing, process development, productivity related activities, quality up gradation, imports and exports.
9. To design, develop, test, sell, import, export and deal in plant and machinery required for the manufacture of brakes, safety control cables, precision castings, components and assemblies required in automotive and general industries and for all types, parts, components and accessories thereof and products related thereof.

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(B) MATTERS WHICH ARE NECESSARY FOR FURTHERANCE OF THE OBJECTS SPECIFIED IN CLAUSE III(A) ARE:

- 1 To discount bills, advance money on the security of goods lying with or under the control of the company, to receive goods for sale on consignment basis and to do all the other acts that may be usual or necessary in order to market the same in connection with the business of the company.
- 2 To act as forwarding agents, to insure and underwriter and deal with goods merchandise or other properties for the purpose of export or import thereof in connection with the business carried on by the company.
- 3 To purchase, take on lease or otherwise acquire all or any part of the business or undertaking or property and assets of any other person, firm, company or corporation carrying on similar business and agree to discharge their liabilities and to conduct, carry on or liquidate all or any of such business.
- 4 To take on lease, hire purchase or acquire license or otherwise any lands, plantations, rights over or connected with lands, mills, factories, plants, buildings works, vessels, boats, launches, lorries, cars, wagons, carts, machinery apparatus, stock-in-trade, rights privileges and moveable or immovable property of any description which may be deemed necessary or convenient for any business which the company is authorized to carry on and to pay for the same either in shares of the company or in cash or partly in shares and partly in cash or otherwise.
- 5 To insure all or any of the goods lying with the company against damage, fire or loss.
- 6 To construct, assemble, erect maintain, run and establish factories for making prefabricated houses or apartments or structures in connection with the business of the company.
- 7 To make, draw, issue, accept, endorse, discount, buy, sell and deal in promissory notes, bills of exchange, hundies, cheques, debentures, bonds, coupons and other negotiable instruments, and securities.
- 8 Subject to Sections 73 & 74 and 179, 180 & 185 and 185 of the Companies Act, 2013 and the Regulations made therein and the directions issued by Reserve Bank of India to borrow, raise or secure the payment of money or to receive money as loan, at interest for any of the objects of the Company and at such time or times as may be expedient, by promissory notes, bills of exchange, hundies, bills of lading, warrants or such other negotiable instruments of all types or by taking credit in or opening current accounts or over-draft accounts with any person, firm, bank or company and whether with or without any security or by such other means, as may deem expedient and in particular by the issue of debentures or debenture stock, perpetual or otherwise and in security for any such money, so borrowed, raised or received and of any such debentures or debenture stock so issued, to mortgage, pledge or charge the whole or any part of the property and assets of the company both present and future, including its uncalled capital, by special assignment or otherwise or the transfer or convey the same absolutely or in trust and to give the lenders power of sale and other powers as may seem expedient and to purchase, redeem or pay off such securities provided that the Company shall not carry on the business of banking within the meaning of the Banking Regulation Act. 1949.
- 9 To advance money not immediately required by the Company or give credit to such persons, firms or companies and on such terms with or without securities as may seem expedient and in particular to customers of and such others having dealings with the Company and to give

guarantees or securities of any such persons, firms, companies as may appear proper or reasonable provided that the Company shall not carry on the business of banking, within the meaning of Banking Regulation Act, 1949.

- 10 To enter into any other arrangements with persons or companies or others in such a manner as may be lawful and for such period as may be expedient to further the interest of the company.
- 11 To indemnify members, officers, directors, secretaries and servants of the company against proceedings, damages, claims and demands in respect of anything done or ordered to be done by them for and in the interest of the company or for any loss, damages or misfortunes which may happen in this execution or the duties of for their office in relation thereto.
- 12 To enter into any arrangements including collaboration with other manufacturers or suppliers in India or abroad to acquire know how, patents, trade marks, inventions, licenses, concessions and the like and to pay for the same either in cash or by issue of partly paid or fully paid up shares of the company or by way of recurring royalty payments or share in profits or otherwise as may be agreed upon, and to use, exercise, develop or grant licenses in respect of or otherwise turn to account the property, rights or information so acquired.
- 13 To acquire by purchase, contact, concessional license, lease or otherwise any lands, mines, quarries, buildings, factories, workshops, godowns and sheds as may be considered necessary for the attainment of the main objects of the company.
- 14 To pay out of the company's funds all costs and expenses incurred in connection with all matters, preliminary and incidental to the formation, promotion and incorporation of this company and the costs and expenses incurred in connection with all matters preliminary and incidental to the formation and incorporation of any company which may be promoted by this company.
- 15 To establish agencies or branches in India or elsewhere and to regulate or to discontinue the same and to do all things which the company lawfully may do as principals, agents, trustees, brokers, contractors or otherwise.
- 16 To take or otherwise acquire and hold share in any other company having objects altogether or in part similar to those of this company.
- 17 To enter into partnership or into any arrangement for sharing profits, union of interest, or co-operation, joint ventures, reciprocal concession with any person, firm or company carrying on or engaged in any business, which this company authorized to carry on and to lend money to guarantee the contracts of or otherwise acquire and hold shares or securities of any such person, firm or company provided that a company shall not do any banking business within the meaning of Banking Regulation Act, 1949.
- 18 To promote any company or companies for the purpose of acquiring all or any of the property and liability if this company or for any other purpose connected with business of the company.
- 19 To enter into contract with Government, Central or State, Railways, Municipal, Local or other authorities or Private Parties for the supply of any material or goods for the attainment of the main objects of the company.
- 20 To enter into any arrangements with the Government or other authorities Municipal, Port, Trust, Railways, District or Local Boards, Civil and Military Authorities, that may seem

conductive to the company's objects or any of them and to obtain from any such government or other authorities any rights, privileges and concession which the company may think desirable.

- 21 To establish and support or aid in the establishment and support of associations institutions, funds, trusts and convenience calculated to benefit employees or ex-employees of the company (or its predecessors in business) or the dependents or connections of such persons and to grant pensions and allowances and to make payments towards Provident Funds and insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition, or for any public, general or useful objects.
- 22 To float, promote form, subsidies and assist limited companies or other companies, syndicates or firms or associations for prosecution or execution of undertakings works projects or enterprises of any description in connection with the business of the company.
- 23 To open any kind of account in any bank and to make, accept and endorse and execute promissory notes, bills of exchanges and other negotiable instruments in connection with the business of the company.
- 24 Subject to section 73 & 74 and 179 of the Companies Act 2013, to borrow or raise money in such manner as the company shall think fit, in particular by the issue of debentures and debenture stock, perpetual or otherwise, charged upon all or any of the company's property (both present and future), including its uncalled capital and to redeem or pay off any such securities in connection with the business of the company.
- 25 To establish, provide, maintain and conduct or otherwise subsidize in India or any part of the world, education and training institutions, research laboratories and experimental workshops for scientific and technical researches, experiments and tests of all kinds, to promote subsidizing, endowing or assisting laboratories, workshops, libraries, lectures, meetings and conferences and providing or contributing to the remuneration of scientists and technical professors or teachers and by providing or contributing to the awards of scholarships, prizes, grants to students or otherwise generally and to and to encourage, promote an reward studies, researches, investigations ,experiments, tests and inventions of any kind that may be considered likely to assist any business which the company is authorized to carry on and to enter into any arrangement with government or any other party for the purposes aforesaid.
- 26 To buy or generate for the purpose of the business of the company steam, heat, light, electricity, gas or any other power and to process all products resulting from or ancillary to such business and making of gas, to convert the same into saleable materials like coke, road -tar, creosote, oil phenols, carboic acid and other chemical or residual products and by products and to otherwise deal with and to dispose of the same and to take all stops incidental or necessary in respect of the same.
- 27 To acquire from any person or any source, technical information, know how data processes, formulate, techniques and methods engineering, manufacturing and operating data, plans, layouts, blue prints and other data for design, installation erection and consultancy, maintenance, operation of the plant, machinery, equipment and facilities whatsoever required for attaining the main objects and to acquire any grant or license and other rights and benefits in connection therewith.
- 28 To act as consultants in order to provide technical information, know how data processes, formulas, techniques and methods, engineering services, manufacturing data plans, layouts, blue prints and other data for design, installation erection and consultancy, maintenance,

operation of the plant, machinery, equipment and facilities whatsoever required and to sub-license any person party, company, corporation, government or semi-government institution or any body else in connection with the business of the company.

- 29 To purchase, take on lease or otherwise acquire the undertaking, business and property or any part thereof of any company or companies carrying on business in India or elsewhere which this company is entitled to undertake.
- 30 To enter into contracts, agreements and arrangements with any other company, firm or person for the carrying out by such other company, firm or person on behalf of the company any of the objects for which the company is formed.
- 31 To import, exports, deal in or prepare for market, revise, clean restore, recondition treated otherwise manipulate and deal and turn to account by any process or means by-products, re-use and waste, and other products capable of being manufactured or produces out of or with the use of all or any of the products which the company is entitled to manufacture or deal in and to make such other use of the same as may be thought fit for the attainment of the main objects of the company.
- 32 To repair, alter remodel, clean, renovate, convert, manipulate and prepare for sale or otherwise any goods belonging to the company.
- 33 To employ experts to investigate into and examine the condition, prospects, value, character and circumstances of any business concerns and undertakings and generally or any assets, property or rights.
- 34 To carry on any business or branch of a business which this company is authorized to carry on through the agency of any subsidiary company or companies and to enter into any arrangements with such subsidiary company or companies for taking the profit and bearing the losses of any business or branch of business so carried out, or for financing any such subsidiary or guaranteeing its liabilities, or to make any business or branch of business so carried on at any time and either temporarily or permanently to close any such branch of business.
- 35 To let on lease or on hire purchase system or to sell or otherwise dispose of any property belonging to the company and to finance the purchase of any articles, whether made by the company or not by way of loans or to assist in the purchase of any such article of articles, whether made by the company or not by way of loans or to assist in the purchase or any such article or articles and the letting thereof on hire-purchase system or otherwise.
- 36 To buy and sell foreign exchange in all lawful ways in compliance with the relevant laws of India and of the foreign country concerned in that behalf for the attainment of the main object of the company.
- 37 To sell, lease, grant licenses, easements and other rights over, and in any other manner deal with or dispose of the undertaking, property, assets, rights and effects of the company or any part thereof, for such consideration as the company may think fit and in particular for shares, debentures, or securities of any other company.
- 38 Subject to Sections 230 to 234 of the Companies Act, 2013 to amalgamate with any other company whose objects are similar to those of this company whether by sale or purchase of fully or partly paid up shares or otherwise or the undertaking or any such other company as aforesaid with or without winding up or by sale or purchase of all or a controlling interest in the shares or stock of the other company as aforesaid or in any other manner.

- 39 Subject to the provisions of Section 52 of Companies Act, 2013 to place to reserve or to distribute as dividend or bonus or bonus shares among the members or otherwise to apply, as the company may from time to time think fit, any moneys belonging to the company including those received by way of premium and any moneys received in respect of dividend accrued on forfeited share and moneys arising from the reissue by the company or forfeited shares.
- 40 To apply for, purchase or otherwise acquire, prolong and renew in any part of the world any patents, patents rights, brevets and invention, trade marks, design, licenses, concessions and the like conferring any exclusive or non-exclusive or limited right to their use or any secret of other information as to any invention which may seem capable of being used for any of the purposes of the company or the acquisition of which may seem calculated directly or indirectly to benefit the company and to use, exercise, develop or grant licenses in respect of or otherwise turn to account the property rights, and information as acquired and to expend money in experimenting upon, testing or improving any such patents, inventions or rights.
- 41 To make donations to such persons or institutions either of cash or any other assets as may be thought directly or indirectly conducive to any of the company's objects or otherwise expedient and in particular to remunerate any persons or corporations introducing business to the company and also to subscribe, contribute or otherwise assist or guarantee money for charitable, scientific, religious or benevolent, national, public cultural educational or other institutions or objects and establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences for the benefit of the employees or ex-employees (including Directors) of the company or its predecessors in business or of persons having dealings with the company or the dependants, relatives or connection of such persons and in particular friendly or other benefit societies and to grant pensions, allowances, gratuities and bonuses, either by way of annual payments or a lump sum and to make payment towards insurance and to form and contribute to provident funds and other welfare funds of or for such persons.
- 42 To refer or agree to refer to Arbitration in India or outside India any claim, demand, dispute or any other question by or against the company or in which the company is interested or concerned and whether between the company and its member or members or their representatives or between the company and third parties and to observe and perform and to do all acts, deeds, matters and things required to carry out or enforce the award.
- 43 To pay for any rights or property acquired by the company and to remunerate any person or company for service rendered or to be rendered in or about the formation or promotion or the company or the acquisition of property by the company or the conduct of its business whether by cash payment or by the allotment of shares, debentures or other securities of the company, credited as paid up in full or in part or otherwise.
- 44 To adopt such means of making known the business of the company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest by publication of books and periodicals and by granting prizes, rewards and donations.
- 45 To invest in other than investment in company's own shares and deal with the money of the company not immediately required in such manner as may from time to time be determined and to lend money on mortgage of immovable property or on hypothecation or pledge of movable property with or without security.

- 46 To undertake and execute any trust (including the office of executor, administrator, receivers or liquidator) the undertaking of which may seem to the company desirable and either gratuitously or otherwise and vest any real or personal property, rights or interest acquired but or belonging to the company in any person or company on behalf of or for the benefit of the company and with or without any declared trust in favor of the company.
- 47 To distribute among the members in the event of winding up, in specie or in kind any property of the company or any proceeds of sale or disposal of any property of the company or any proceeds of sale or disposal of any property of the company but so that no distribution amounting to a reduction of capital be made except with sanction (if any) for the time being required by law.
- 48 To insure the whole or any part of property of the company, either fully or partly, and to protect and indemnify the company from liability or loss in any respect.
- 49 To exercise all or any of its corporate powers, rights and privileges and to conduct its business in all or any of its branches in the union of India and in any or all states, territories, possessions, colonies and dependencies thereof and in any or all foreign countries and for this purpose to have and maintain and to discontinue such number of offices and agencies therein as may convenient.
- 50 To procure the company to be registered or recognized under the laws of land in any part of the world.
- 51 To make donations to any national fund or any other fund constituted for a charitable, national or other purposes subject to Section 182 of Companies Act, 2013.
- 52 To create any depreciation fund, reserved fund, sinking fund, insurance fund or any special or other fund whether for depreciation or for repairing, improving or maintaining any of the property of the company or for redemption or debentures or redeemable preference shares or for special dividends or equalizing dividends or for any other purpose and to transfer any such fund or part thereof to any of the other funds herein mentioned.
- 53 Without prejudice to the generally or the foregoing, to undertake, carry out, promote and sponsor any activity for publication of any book, literature, newspapers or organizing lectures, conferences or seminars, workshops, training programmes likely to advance the aforesaid objects or for giving merit awards, scholarships, loans or any other assistance to institutes, deserving students or other scholars, consultants or persons to enable them to pursue studies or academic pursuits and for establishing or assisting any institution, fund, or trust, having any one of the aforesaid objects as one of its objects.
- IV The Liability of member(s) is limited.
- V The Authorized Share Capital of the Company is Rs. 450000000/- (Rupees Forty Five Crores) divided into 225000000 (Twenty Two Crores Fifty Lacs) Equity Shares of Rs. 2/- (Rupees Two) each.



We the several person whose names and addresses are subscribed below are desirous or being formed into a company in pursuance of the Memorandum of Association and we have respectively agree to take the number of shares in the Capital of the Company set opposite our respective names

Sl. No.	Name, address, description and occupation of each subscriber	No. of equity shares taken by each subscribers	Signature of Subscriber	Signature of witness with address, description and occupation
1	Sushil Kumar Singhal S/o Shri B.B.L. Singhal R/o 128-C (Pocket-A) Sukhdev Vihar SFS New Delhi-110025 Service	1 (One)	Sd/-	I witness the signatures of all the subscribers Sd/- (S.K SINGHAL) F.C.A. M. NO. 80172 S/o Sh. B.B.L. Singhal Singhal Associates 4556/16, Darya Ganj, New Delhi-110002
2	Ajay Kumar Gupta S/o Shri H.P. Gupta R/o G-24/5, Rajouri Garden New Friends Colony New Delhi-110027 Service	1 (One)	Sd/-	
3	Kuldip Singh Rathee S/o Late Shri Chhotu Ram R/o 38 D, (Pocket -A) Sukhdev Vihar SFS New Delhi-110025 Business	1 (One)		
	Total	3 (Three) (Equity Share)		

New Delhi

Dated: 11th day of January, 1988

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**COMPOSITE SCHEME OF ARRANGEMENT / AMALGAMATION AND
DEMERGER
(UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF
THE COMPANIES ACT, 2013)**

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

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

National Capital Territory of Delhi and Haryana. The Transferor Company's Corporate Identification Number is U34200DL2006PTC146147. Its email address is info@aautech.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:
 - (a) Rs.40,00,000/- (Rupees forty lakh only) divided into 4,00,000 (four lakh) equity share of Rs. 10/- each.
 - (b) 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:
 - (a) 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.
 - (b) 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:
 1. 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 Uttrakhand. 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 I 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:

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.

- 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.

2.6 The Board of Directors of the Transferor Company and the Board of Directors of the Transferee Company are of the opinion that the arrangement under the Scheme would benefit the members, creditors and employees of each of the companies aforesaid and will not be detrimental to public interest. The Board of Directors of the Demerged Company and the Resulting Company are of the opinion that the demerger under the Scheme would result in expansion of real estate business of the Resulting Company and will increase the value of the Shareholders of the Resulting Company in the long run. Further, the proposed arrangement would inter alia achieve the following objectives: -

- a. Facilitate each of the businesses to be effectively integrated for achieving growth for each of the verticals independently;
- b. Enhance management focus and operational flexibility;
- c. Create a platform to enhance financial flexibility to pursue growth;
- d. Consolidation of the manufacturing operation of the Transferor Company and the Transferee Company;
- e. Unlocking of the value of real estate and project management consultancy business i.e. the Demerged Undertaking;
- f. Synergy expected to bring cost savings in the marketing, selling and distribution expenses of the Transferee Company;
- g. The amalgamation will facilitate consolidation of the businesses of the Transferor Company and the Transferee Company into a single corporate organization;
- h. The amalgamation of the Transferor Company into the Transferee Company would create synergies of operations besides economies in administrative and managerial costs by combining operations and would result in improved performance for the amalgamated ASK and would enhance the Shareholders' value; and
- i. Elimination of overlapping administrative functions and multiple record-keeping, thus resulting in reduced expenditure.

PART C

DEFINITIONS AND SHARE CAPITAL

In this Scheme, unless repugnant to the context, the following expressions shall have the following meaning:

- 3.1 "Act" or "the Act" shall mean the Companies Act, 2013 (Act No. 18 of 2013), and the rules, regulations, circulars and notifications issued thereunder, each as amended from time to time and to the extent in force.
- 3.2 "Appropriate Authority" means any governmental, statutory, regulatory, departmental or public body or authority of relevant jurisdiction, including

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 immoveable, 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;

- (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 "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.

- 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 extraordinary 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.

TRANSFREE/DEMERGED 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.

- 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 immoveable 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 depositee that pursuant to the Scheme sanctioned by the

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, licences 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

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

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 its 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 it) 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.

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.

- 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

Company will pass the required resolutions after complying with the due provisions of law.

17. SAVING OF CONCLUDED TRANSACTION

- 17.1 Subject to the terms of this Scheme, the transfer and vesting of the Demerged Undertaking of the Demerged Company under this Scheme shall not affect any transaction or proceedings already concluded by the Demerged Company on or after the Demerger Appointed Date till the Effective Date, to the end and intent that the Resulting Company accepts and adopts all such acts, deeds and things made done and executed by the Demerged Company in relation to the Demerged Undertaking as acts, deeds and things made, done executed by the Demerged Company in relation to the Demerged undertaking as acts deeds and things made, done executed by or on behalf of the Resulting Company .

18. REMAINING UNDERTAKING OF THE TRANSFEREE COMPANY

- 18.1 The Remaining Undertaking and all the assets, liabilities and obligations pertaining thereto shall continue to belong to, be vested in and be managed by the Demerged Company. All legal, taxation or other proceedings whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal), by or against the Demerged Company under any statute, whether pending on the Demerger Appointed Date or which may be instituted at any time thereafter, and in each case, relating to the Remaining Undertaking (including those relating to any property, right, power, liability, obligation or duties of the Demerged Company) in respect of the Remaining Undertaking, shall be continued and enforced by or against the Demerged Company after the Effective Date.
- 18.2 If any proceedings are made against the Resulting Company in respect of the outstanding matters the Resulting Company shall defend the same in accordance with the advice of the Demerged Company and at the cost of the Demerged Company, and the Demerged Company shall reimburse and indemnify the Resulting Company against all liabilities and obligations incurred by the Resulting Company in respect thereof.
- 18.3 With effect from the Demerger Appointed Date and up to and including the Effective Date: (a) the Demerged Company shall carry on and shall be deemed to have been carrying on all business and activities relating to the Remaining Undertaking for and on its own behalf;
- (b) all profits accruing to the Demerged Company thereon or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the

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.

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 E 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.

- 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

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.

- 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 immoveable 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 TRANSFEE 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 Dated 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

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

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

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

- 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.

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.

- 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 severe 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.

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**ARTICLES OF ASSOCIATION
OF
ASK AUTOMOTIVE LIMITED
(A COMPANY LIMITED BY SHARES)**

INTERPRETATION

1. In these regulations:
- a) "Act" means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force and the Companies Act, 1956, so far as may be applicable.
 - b) "Articles" means these Articles of Association of the Company as originally framed or as altered from time to time by Special Resolution.
 - c) "Auditors" shall mean and include those persons appointed as such for the time being by the Company.
 - d) "Board of Directors" or "Board", means the collective body of the directors of the Company and shall include a Committee thereof.
 - e) "Company" means '**ASK AUTOMOTIVE LIMITED**'.
 - f) "Depositories Act" means the Depositories Act, 1996, or any statutory modification or re-enactment thereof, for the time being in force.
 - g) "Depository" means a depository as defined under Section 2(1)(e) of the Depositories Act, 1996.
 - h) "Director" means a member of the Board appointed in accordance with these Articles, including any additional and/or alternate director.
 - i) "Debenture" includes Debenture stock, bonds or any other instrument of a Company evidencing a debt, whether constituting a charge on the assets of the Company or not.
 - j) "Dividend" shall include interim dividend.
 - k) "Document" includes summons, notice, requisition, order, declaration, form and register, whether issued, sent or kept in pursuance of this Act or under any other law for the time being in force or otherwise, maintained on paper or in electronic form.
 - l) "General Meeting" means a general meeting of the Shareholders of the Company, whether an annual general meeting or an extraordinary general meeting.
 - m) "Independent Director" shall have the meaning ascribed to it in the Act.
 - n) "Key Managerial Personnel" means the Chief Executive Officer or the Managing Director or the manager, the Company Secretary, whole-time director, Chief Financial Officer, and such other officer as may be notified from time to time in the Rules.
 - o) "Memorandum" shall mean the memorandum of association of the Company, as amended from time to time.
 - p) "Ordinary & Special Resolution" shall have the meanings assigned to these terms by Section 114 of the Act.
 - s) "Rules" means the applicable rules for the time being in force as prescribed under relevant Sections of the Act.
 - t) "Seal" means the Common Seal of the Company.
 - u) "Secretary" is a Key Managerial Person appointed by the Directors to perform any of the duties of a Company Secretary.
 - v) "The office" means the Registered Office for the time being of the Company.

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2. Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or the Rules, as the case may be or any statutory modification thereof in force at the date at which these regulations become binding on the Company.
3. The regulations contained under Table F of Schedule I of the Companies Act, 2013 shall be applicable to the Company to the extent not modified or excluded by these Articles.
4. Words importing the singular number shall, where the context requires or admits, also include the plural number and vice-versa.
5. Words importing the masculine gender shall, where the context requires or admits, also include the feminine and neuter gender.
6. Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions.
7. In the event any of the provisions of the Articles are contrary to the provisions of the Act and the Rules, the provisions of the Act and Rules will prevail

SHARE CAPITAL AND VARIATION OF RIGHTS

8. The Share Capital of the Company shall be as per Clause V of the Memorandum of Association of the Company. If the share capital of the Company consists of Preference Shares, the Company shall have right to issue and redeem the preference shares in accordance with the provisions of the Act. Subject to the provisions of the Act and these Articles, the shares in the capital of the Company for the time being shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par or at a discount (subject to compliance with the provisions of the Act) and at such time as they may from time to time think fit and with the sanction of the Company in the General Meeting to give to any person or persons the option or right to call for any shares either at par or premium during such time and for such consideration as the Board may think fit, and may issue and allot shares in the capital of the Company on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any shares which may so be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid shares.

PROVIDED THAT option or right to call of shares shall not be given to any person or persons without the sanction of the Company in the General Meeting.

SHARE CERTIFICATES

9. (i) Every member shall be entitled, without payment, to one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or if the Board of Directors so approve (upon paying such fee as provided in the relevant laws) to several certificates, each for one or more of such shares and the Company shall complete and have ready for delivery such certificates within two months from the date of allotment, unless the conditions of issue thereof otherwise provide, or within one month of the receipt of application for registration of transfer, transmission, sub-division, consolidation or renewal of any of its shares as the case may be. Every certificate of shares shall be under the seal of the Company and shall specify the number and distinctive numbers of shares in respect of which it is issued and the amount paid-up thereon and shall be in such form as the directors may prescribe and approve.

PROVIDED THAT in respect of a share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate of shares to one or several joint holders shall be a sufficient delivery to all such holder.

(ii) Any two or more joint allottees of shares shall, for the purpose of this Article, be treated as a single member, and the certificate of any shares which may be the subject of joint ownership, may be delivered to the first holder of the share. The Company shall be entitled to decline to register more than three persons as the joint holders of any shares. For any further certificate the Board shall be entitled, but shall not be bound, to prescribe a charge not exceeding Rupees Fifty. The Company shall comply with the provisions of Section 39 of the Act.

(iii) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, or in case of sub-division or consolidation of Shares, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under the article shall be issued without payment of fees if the Board of Directors so decide, or on payment of such fees (not exceeding ₹ 2 for each certificate) as the Board of Directors shall prescribe.

PROVIDED THAT no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer.

FURTHER PROVIDED THAT notwithstanding what is stated above, the Board of Directors shall comply with such rules or regulation or requirements of any Stock Exchange or the rules made under the Companies Act, 2013 or rules made under Securities Contracts (Regulation) Act, 1956 or any other act, or rules applicable thereof in this behalf.

(iv) The provisions of this Article 9, shall *mutatis mutandis* apply to debentures or other securities of the Company as and when applicable.

COMPANY NOT BOUND TO RECOGNIZE ANY INTEREST IN SHARE OTHER THAN THAT OF REGISTERED HOLDER

10. Except as required by law, no person shall be recognized by the Company as holding any share upon any trust and the Company shall not be bound by, or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

COMMISSION FOR PLACING SHARES, DEBENTURES, ETC.

11. (i) The Company may exercise the powers conferred under the Act of paying commissions to any person in connection with the subscription to its securities, subject to compliance with the requirements of the Act and rules made thereunder.
- (ii) The rate or amount of the commission shall not exceed the rate or amount prescribed under the rules.
- (iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other.
12. (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing of such number of holders of the issued shares of that class, or with the sanction of a Special Resolution passed at a separate meeting of the holders of the shares of that class, in the manner prescribed under the Act.
- (ii) To every such separate meeting, the provisions of these Articles relating to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.
13. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.
14. Subject to the provisions of the Act, any preference shares of one or more classes which are liable to be redeemed or converted into equity shares, may be issued or re-issued by the Company by Special Resolution and on such terms and in such manner as the Company may before the issue of the shares determine.
15. Subject to the provisions of Section 55 of the Act and the Rules and subject to the provisions on which any

Shares may have been issued, the redemption of preference Shares may be effected on such terms and in such manner as may be provided by the terms and conditions of their issue and subject thereto in such manner as the Directors may think fit.

FURTHER ISSUE OF SHARE CAPITAL

16. Subject to Law and any amendments thereto from time to time, where, at any time, it is proposed to increase the subscribed capital of the Company by issue/allotment of further shares such shares shall be offered:
- (i) to the persons who, at the date of the offer, are holders of the equity shares of the Company, in proportion, as nearly as circumstances admit, to the paid-up capital on those shares at that date by sending a letter of offer subject to the following condition, namely:
 - (a) The offer aforesaid shall be made by a notice specifying the number of shares offered and limiting a time not being less than 15 (fifteen) days or such lesser number of days as may be prescribed and not exceeding 30 (thirty) days from the date of the offer within which the offer, if not accepted, will be deemed to have been declined;
 - (b) The aforesaid offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person and the notice referred to in sub-clause (ii) shall contain a statement of this right; and
 - (c) After the expiry of the time specified in the aforesaid notice, or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose of them in such manner which is not disadvantageous to the shareholders and the Company.
 - (ii) To employees under a scheme of employees' stock option, subject to Special Resolution passed by the Company and subject to such conditions as may be prescribed under the Act and other applicable Laws; or
 - (iii) To any persons, if authorised by a Special Resolution, whether or not those persons include the persons referred to in (i) or (ii) above, either for cash or for a consideration other than cash, subject to compliance with applicable Laws.

The notice referred to in Article 16(i)(a) above shall be dispatched through registered post or speed post or through electronic mode or courier or any other mode having proof of delivery or as permissible under the Act to all the existing shareholders at least three days before the opening of the issue.

Nothing in this Article shall apply to the increase of the subscribed capital of the Company caused by the exercise of an option as a term attached to the debentures issued by the Company or loan raised by the Company to convert such debentures or loans into shares in the Company.

Provided that the terms of issue of such debentures or loan containing such an option have been approved before the issue of such debentures or the raising of loan by a Special Resolution passed by the Company in general meeting.

Notwithstanding anything contained above, in case of debentures issued or loan granted by any Government, if that Government considers it necessary in the public interest so to do, it may, by order, direct that such debentures or loans or any part thereof shall be converted into shares in the Company on such terms and conditions as appear to the Government to be reasonable in the circumstances of the case even if terms of the issue of such debentures or the raising of such loans do not include a term for providing for an option for such conversion, subject to the requirements of the Act being complied with.

In the case of debentures or loans or other than debentures issued to, or loans obtained from the Government or any institution specified by the Central Government in this behalf, such terms shall also have been approved by the Special Resolution passed by the Company in General Meeting before the issue of the loans.

DEBENTURES

- 17 Any debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any

privileges and conditions as to redemption, surrender, drawing, allotment of shares, attending (but not voting) at the General Meeting, appointment of Directors and otherwise. Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in the General Meeting by a Special Resolution and subject to provisions of the Act and applicable Laws.

LIEN

18. The Company shall have a first and paramount lien upon all the shares/debentures (other than fully paid-up shares/debentures) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares/debentures and no equitable interest in any share shall be created except upon the footing and condition that this Article will have full effect, and such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares/debentures. Unless otherwise agreed the registration of a transfer of shares/debentures shall operate as a waiver of the Company's lien if any, on such shares/debentures. Fully paid up shares shall be free from all liens and in case of partly paid-up shares the Company's lien shall be restricted to moneys called or payable at a fixed time in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien if any, on such shares. The Directors may at any time declare any shares/debentures wholly or in part to be exempt from the provisions of this clause.
19. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien; Provided that no sale shall be made —
 - (a) unless a sum in respect of which the lien exists is presently payable; or
 - (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.
20.
 - (i) To give effect to any such sale, the Board may authorize some person to transfer the shares sold to the purchaser thereof.
 - (ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
 - (iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
21.
 - (i) The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.
 - (ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.
22. In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognise any equitable or other claim to, or interest in, such share on the part of any other Person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.
23. The provisions of these Articles relating to Lien shall *mutatis mutandis* apply to any other Securities including debentures of the Company, if any.

CALLS ON SHARES

24. (i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:

Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.

- (ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and

- place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.
- (iii) A call may be revoked or postponed at the discretion of the Board.
25. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.
26. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any, as the Board may determine.
- (ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.
27. (i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.
- (ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
28. (i) The Board may, if it thinks fit, subject to the provisions of the Act, receive from any Member willing to advance the same, all or any part of the amounts of his respective shares beyond the sums actually called up and upon the monies so paid or satisfied in advance, or upon so much thereof, from time to time, and at any time thereafter as exceeds the amount of the calls then made upon and due in respect of the shares on account of which such advances are made the Board may pay or allow interest, at such rate as the member paying the sum in advance and the Board agree upon.
The Board may agree to repay at any time any amount so advanced: provided that monies paid in advance of calls on any shares may carry interest but shall not in respect thereof confer a right to dividend or to participate in profits.
- (ii) No Member paying any such sum in advance shall be entitled to dividend or voting rights in respect of the monies so paid by him until the same would but for such payment become presently payable.
29. The provisions of these Articles relating to calls shall *mutatis mutandis* apply to any other securities including debentures of the Company, if any.

TRANSFER OF SHARES

30. (i) Any member may transfer his/her shares to any other existing members or legal heirs of member;
- (ii) The instrument of transfer of any share in the Company shall be executed by or on behalf of both the transferor and transferee and shall be deposited with the Company for the registration of transfer of shares within 60 days from the date of execution;
- (iii) The instrument of transfer shall after registration be retained by the Company and shall remain in its custody. All the instruments of transfer which the Board may decline to register shall on demand be returned to the person depositing the same unless the Board otherwise determines. The Directors may cause to be destroyed all transfer deeds lying with the Company after such period as they may determine;
- (iv) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
31. A common form of transfer shall be used in case of transfer of shares.
32. No fee shall be charged for registration of transfer, transmission, probate, succession certificate, letter of

administration, certificate of death or marriage, power of attorney or other similar document.

Subject to the provisions of the Act, these Articles, the Securities (Contracts) Regulation Act, 1956, as amended, any listing agreement entered into with any recognized stock exchange and other applicable provisions of the Act or any other law for the time being in force, the Board may refuse whether in pursuance of any power of the Company under these Articles or otherwise to register the transfer of, or the transmission by operation of law of the right to, any Shares or interest of a Member in or Debentures of the Company.

The Company shall, within one month from the date on which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission, as the case may be, giving reasons for such refusal.

PROVIDED THAT registration of transfer shall however not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever, except where the Company has lien on shares. Transfer of shares/debentures in whatever lot shall not be refused.

33. The instrument of transfer of any share or debenture shall be in writing and all the provisions of Section 56 of the Act and other applicable provisions of the Act shall be duly complied with in respect of all transfers of shares or debentures and registration thereof.
34. On giving not less than seven days' previous notice in accordance with the Act and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

The provision of these Articles relating to transfer of shares shall mutatis mutandis apply to any other securities including debentures of the Company.

TRANSMISSION OF SHARES

35. (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognized by the Company as having any title to his interest in the shares.
- (ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
36. (i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either—
- (a) to be registered himself as the holder of the share; or
- (b) to make such transfer of the share as the deceased or insolvent member could have made.
- (ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.
37. (i) If the person so becoming entitled shall elect to be registered as the holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.
- (ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
- (iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer

signed by that member.

38. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he was the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

39. The Company shall incur no liability or responsibility whatsoever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register of Members) to the prejudice of Persons having or claiming any equitable right, title or interest to or in the said shares, notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer and may have entered such notice referred thereto in any book of the Company and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting so to do, though it may have been entered or referred to in some book of the Company, but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto if the Directors shall so think fit.

FORFEITURE OF SHARES

40. If a member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.
41. The aforesaid notice shall—
- (a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
 - (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.
42. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.
43. (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.
- (ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
44. Neither the receipt by the Company for a portion of any money which may from time to time be due from any Member in respect of such Member's shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided. Such forfeiture shall include all dividends declared or any other monies payable in respect of the forfeited shares and not actually paid before the forfeiture. The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share.
45. (i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.
- (ii) The liability of such person shall cease if and when the Company shall have received payment in full

of all such monies in respect of the shares.

46. (i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;
 - (ii) The Company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;
 - (iii) The transferee shall thereupon be registered as the holder of the share; and
 - (iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
47. The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.
48. The provisions of these Articles relating to forfeiture of shares shall mutatis mutandis apply to any other securities including debentures of the Company, if any.

SHARE WARRANTS

49. The Company may issue share warrants subject to, and in accordance with, the provisions of the Act: and accordingly the Board may in its discretion, with respect to any share which is fully paid up, on application in writing signed by the person registered as the holder of the share, and authenticated by such evidence (if any) as the Board may, from time to time, require as to the identity of the person signing the application, and on receiving the certificate (if any) of the share, and the amount of the stamp duty on the warrant and such fee as the Board may from time to time require, issue a share warrant.
50. The bearer of a share warrant may at any time deposit the warrant at the office of the Company, and so long as the warrant remains so deposited, the depositor shall have the same right of signing a requisition for calling a meeting of the Company, and of attending, and voting and exercising the other privileges of a Shareholder at any meeting held after the expiry of two clear days from the time of deposit, as if his name were inserted in the register of members as the holder of the shares included in the deposited warrant.
51. Not more than one person shall be recognized as depositor of the share warrant.
52. The Company shall, on two days' written notice, return the deposited share warrant to the depositor.
53. Subject as herein otherwise expressly provided, no person shall, as bearer of a share warrant, sign a requisition for calling a meeting of the Company, or attend, or vote or exercise any other privilege of a Shareholder at a meeting of the Company, or be entitled to receive any notices from the Company.
54. The bearer of a share warrant shall be entitled in all other respects to the same privileges and advantages as if he were named in the register of members as the holder of the shares included in the warrant, and he shall be a member of the Company.
55. The Board may, from time to time, make rules as to the terms on which (if it shall think fit) a new share warrant or coupon may be issued by way of renewal in case of defacement, loss or destruction.

ALTERATION OF CAPITAL

56. Subject to the provisions of the Act, the Company may, from time to time, increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.

Subject to the provisions of the Act, the Company may, from time to time:

- (a) increase its share capital by such amount as it thinks expedient by issuing new shares;
- (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(c) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;

(d) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum; and

(e) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

57. Where shares are converted into stock, —

(a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit;

(b) provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose;

(c) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage;

(d) such of the regulations of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.

58. The Company may, by Special Resolution, reduce in any manner and with, and subject to, any incident authorized and consent required by law, —

(a) its share capital;

(b) any capital redemption reserve account;

(c) any share premium account; or

(d) any other reserve in the nature of share capital.

CAPITALIZATION OF PROFITS

59. (i) The Company in general meeting may, upon the recommendation of the Board, resolve —

(a) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and

(b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards —

(a) paying up any amounts for the time being unpaid on any shares held by such members respectively;

(b) paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid; and

(c) partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b).

- (iii) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.
- (iv) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.

60. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall —

- (a) make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully paid shares if any; and
- (b) generally do all acts and things required to give effect thereto.

(ii) The Board shall have power—

- (a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and
- (b) to authorize any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalization, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalized, of the amount or any part of the amounts remaining unpaid on their existing shares.

(iii) Any agreement made under such authority shall be effective and binding on such members.

BUY-BACK OF SHARES

61. Notwithstanding anything contained in these Articles but subject to the provisions of the Act and any other applicable provision of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.

EMPLOYEE STOCK OPTION SCHEME

- 62. Subject to and in accordance with the provisions of the Act and any other rules, regulations or guidelines as may be prescribed if any, the Company may frame guidelines or scheme to be known as Employee Stock Option Scheme (ESOP) or Employees Stock Purchase Scheme (ESPS).
- 63. ESOP or ESPS may provide for the issue of shares/warrants, bonds or other debt instruments including the terms of payment.
- 64. The Board of Directors shall have the power to vary, alter or amend the terms and conditions of the ESOP or ESPS, at their sole discretion, in such manner as they may deem fit in the best interest of the Company.

ISSUE OF SWEAT EQUITY SHARES

65. Notwithstanding anything contained in these Articles the Company shall have right to issue sweat equity shares to its promoters, Directors, employees or to such other persons as may be decided by the Board in accordance with the provisions of the Companies Act, 2013 and any statutory amendments or re-enactment thereof or any other applicable laws.

GENERAL MEETINGS

- 66. (i) Section 101 to 107 and Section 109 of the Act shall apply to the Company to the extent not contrary to the provisions of these Articles.
- (ii) All general meetings other than annual general meeting shall be called extraordinary general meeting.
- 67. (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.
- (ii) Any General Meeting may be called by giving to the members a clear 21 clear days' notice or a shorter notice, if consent is accorded thereto by members of the Company as prescribed under relevant

provisions of the Act. Notice of general meeting may be given either in writing or through electronic mode.

- (iii) The provisions of section 102 of the Act shall not apply and it shall not be necessary to annex any explanatory statement to the notice convening General Meeting.
- (iv) Two members present in person shall be a quorum for the General Meeting. The proxy, if appointed is entitled to speak at the meeting and vote on a show of hands if required.
- (v) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the Company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

PROCEEDINGS AT GENERAL MEETINGS

- 68. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- 69. The chairman, if any, of the Board shall preside as Chairman at every general meeting of the Company.
- 70. If there is no such chairman, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairman of the meeting, the directors present shall elect one of their members to be chairman of the meeting.
- 71. If at any meeting no director is willing to act as chairman or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be chairman of the meeting.
- 72. On any business at any General Meeting in the case of an equality of votes, whether on a show of hands, electronically or on a poll, the Chairman of the General Meeting shall have second or casting vote.

ADJOURNMENT OF MEETING

- 73. (i) The chairman may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.
- (ii) No business shall be transacted at any adjourned meeting other than the business left unfinished out of the business to be transacted as mentioned in the notice from which the adjournment took place.
- (iii) When a general meeting is adjourned for thirty days or more, a notice of the adjourned meeting shall be given as in the case of an original meeting.
- (iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

VOTING RIGHTS

- 74. Subject to any rights or restrictions for the time being attached to any class or classes of shares,—
 - (a) on a show of hands, every member holding equity shares present in person or Proxy shall have one vote; and
 - (b) on a poll or voting through electronic means, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the Company.
- 75. A member may exercise his vote at a meeting by electronic means in accordance with the Act and the Rules and shall vote only once at a General Meeting or otherwise.
- 76. (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
- (ii) For this purpose, seniority shall be determined by the order in which the names stand in the register

of members.

77. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.
78. Any business other than that upon which a poll has been demanded may be preceded with, pending the taking of the poll.
79. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.
80. (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.

(ii) Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.
81. Any Member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other Members of the same class.

PROXY

82. Any member of a Company entitled to attend and vote at a general meeting of the Company shall be entitled to appoint another person as a proxy to attend and vote at the general meeting instead of himself, and that a proxy need not to be a member of the Company.
83. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarized copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default, the instrument of proxy shall not be treated as valid.
84. An instrument appointing a proxy shall be in the form as prescribed in the rules.
85. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

BOARD OF DIRECTORS

86. Until otherwise determined by a General Meeting of the Company and subject to the provisions of the Act, the number of Directors shall not be less than three and shall not be more than fifteen.
87. First Directors of the Company are:
 1. Mr. Kuldip Singh Rathee
 2. Mr. Ajay Kumar Gupta
 3. Mr. Sushil Kumar Singhal
88. (i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day. The directors may be paid such other remuneration and fees or otherwise recompensed for their time and for the services rendered by them.

(ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them—

- a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or
 - b) in connection with the business of the Company.
89. The Board may pay all expenses incurred in getting up and registering the Company.
90. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.
91. Every director present at any meeting of the Board or of a committee thereof shall sign his name in a record to be kept for that purpose.
92. (i) Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.
- (ii) Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act.
- (iii) Appointment of directors need not to be voted individually. Any number of directors, subject to the limit imposed by the Act, can be appointed by a single resolution.
93. (i) The Board may appoint an Alternate Director (not being a person holding alternate directorship for any other Director) to act for a Director (herein after in this Article called "the Original Director") during his absence for a period not less than three months from India.
- (ii) An Alternate Director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when Original Director returns to India.
- (iii) If the term of office of the Original Director is determined before he returns to India, the automatic reappointment of retiring Directors in default of another appointment shall apply to the Original Director and not the Alternate Director.
- (iv) The Director so appointed shall hold office only up to the date till which the Director in whose place he is appointed would have held office if it had not been vacated.
94. If the office of any Director appointed by the Company in General Meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may be filled by the Board at a meeting of the Board.
95. Notwithstanding anything to the contrary contained in these Articles, so long as any monies shall be owing by the Company to any financial institutions, corporations, banks or such other financing entities, or so long as any of the aforesaid banks, financial institutions or such other financing entities hold any shares / debentures in the Company as a result of subscription or so long as any guarantee given by any of the aforesaid financial institutions or such other financing entities in respect of any financial obligation or commitment of the Company remains outstanding, then in that event any of the said financial institutions or such other financing entities shall, subject to an agreement in that behalf between it and the Company, have a right but not an obligation, to appoint one or more persons as Director(s) on the Board as their nominee on the Board. The aforesaid financial institutions or such other financing entities may at any time and from time to time remove the Nominee Director appointed by it and may in the event of such removal and also in case of the Nominee Director ceasing to hold office for any reason whatsoever including resignation or death, appoint other or others to fill up the vacancy. Such appointment or removal shall be made in writing by the relevant corporation and shall be delivered to the Company and the Company shall have no power to remove the Nominee Director from office. Each such Nominee Director shall be entitled to attend all General Meetings, meetings of the Board and of any committee thereof of which he is a Member and he and the financial institutions or such other financing entities appointing him shall also be entitled to receive notice of all such meetings.

96. The general control, management and supervision of the Company shall vest in the Board and the Board may exercise all such powers and do all such acts and things as the Company is by its Memorandum or otherwise authorised, except as are required to be exercised or done by the Company in a General Meeting, but subject nevertheless to the provisions of the Act, and of these presents and to any regulations not being inconsistent with these presents from time to time made by the Company in General Meeting, provided that no such regulation shall invalidate any prior acts of the Directors which would have been valid if such regulation had not been made. Subject to the restrictions imposed under the Act, the Directors shall have the right to delegate any of their powers to such managers, agents or other persons as they may deem fit and may at their own discretion revoke such powers.
97. Subject to the provisions of the Act, the Company may enter into any contract, arrangement or agreement in which a Director or Directors are, in any manner, interested.
98. A Director, Managing Director, officer or employee of the Company may be or become a Director or can be in the management board of the Company, of any Company promoted by the Company or in which it may be interested as a vendor, member or otherwise, and no such Director shall be accountable for any benefits received as Director or member of such Company except to the extent and under the circumstances as may be provided in the Act.
99. If the Directors or any of them or any other person, shall become personally liable for the payment of sum primarily due from the Company, the Board may subject to the provisions of the Act execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable as aforesaid from any loss in respect of such liability.
100. A Director may resign from his office upon giving notice in writing to the Company.

BORROWING POWERS

101. The Board may from time to time, for the purpose of the Company's business raise or borrow or secure the payment of any sum or sums exceeding paid up capital and free reserves in addition to temporary loans, if any, obtained from the Company's bankers as they, in their discretion deem fit and proper, without such approval from the members. Any such money may be raised or the payment or repayment of thereof may be secured in such manner and upon such terms and conditions in all respect as the Board may think fit by promissory notes or by opening loan or current accounts or by receiving deposits and advances at interest with or without security or otherwise and in particular by the issue of bonds, perpetual or redeemable debentures, stocks of the Company charged upon all or any part of the property of the Company both present and future including its uncalled capital for the time being or by mortgaging or charging or pledging any lands, buildings, machinery, plant, goods or other property and securities of the Company or by other means as the Board deems expedient.

MANAGING DIRECTOR OR WHOLE-TIME DIRECTOR

102. Subject to the provisions of the Sections 196, 197, and 203 and Schedule V of the Act and of these Articles, The Board of Directors may, from time to time, appoint one or more of their body to the office of the Managing Director or Whole-Time Director for such period and on such remuneration and other terms, as they think fit and subject to the terms of any agreement entered into in any particular case, may revoke such appointment. His appointment will be automatically terminated if he ceases to be a Director. Such appointment can be made with the formal Letter of Appointment and by passing of resolution as may be required in the Act. However –
- (i) Subject to the provisions of the Act, the appointment and payment of remuneration to the Managing Directors / Whole-Time Director shall be subject to approval of the Members in the General Meeting, if required;
 - (ii) A notice of the Board Meeting proposing a resolution required to be passed for the appointment of Managing Director or Whole-Time Director shall not mandatorily contain Terms & Conditions of appointment and details pertaining to remuneration; and
103. A Managing or Whole-Time Director may be paid such remuneration (whether by way of salary, commission or participation in profits or partly in one way and partly in other) as the Board of Directors may determine.

104. The Board of Directors, subject to the provisions of the Act, may entrust to and confer upon a Managing or Whole-Time Director or Committee of Directors any of the powers exercisable by them, upon such terms and conditions and with such restrictions, as they may think fit and either collaterally with or to the exclusion of their own powers and may, from time to time, revoke, withdraw or alter or vary all or any of such powers.

PROCEEDINGS OF THE BOARD

- 105.(i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
- (ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.
- (iii) The quorum for a Board meeting shall be as provided in the Act. Any subsequent meeting, due to adjournment of the Board Meeting for want of quorum shall be held as provided in the Act.
- 106.(i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.
- (ii) In case of an equality of votes, the chairman of the Board, if any, shall have a second or casting vote.
107. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose.
- 108.(i) The Board may elect a chairman of its meetings and determine the period for which he is to hold office.
- (ii) If no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their members to be chairman of the meeting.
- 109.(i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.
- (ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
- 110.(i) A committee may elect a chairman of its meetings.
- (ii) If no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be chairman of the meeting.
- 111.(i) A committee may meet and adjourn as it thinks fit.
- (ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the chairman shall have a second or casting vote.
112. All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER

113. Subject to the provisions of the Act —

- (i) A chief executive officer, manager, Company secretary or chief financial officer may be appointed by the

Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, Company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;

- (ii) A director may be appointed as chief executive officer, manager, Company secretary or chief financial officer.

114. In compliance with Section 203 of the Act, and subject to compliance with applicable laws, the same individual may, at the same time, be appointed as the Chairman of the Company as well as the Managing Director or Chief Executive Officer of the Company.

115. A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, Company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, Company secretary or chief financial officer.

THE SEAL

116. (i) The Board shall provide for the safe custody of the seal.

(ii) The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least one director and of the secretary or two directors or such other person as the Board may appoint for the purpose; person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence as the case may be.

DIVIDENDS AND RESERVES

117. The Company in its general meetings may declare dividends, but no dividend shall exceed the amount recommended by the Board.

118. Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the Company.

119. (i) The Board may, before recommending any dividend, may set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.

(ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

120. (i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.

(ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.

(iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

121. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

122. (i) Any dividend, interest or other monies payable in cash in respect of shares be paid by cheque or warrant

or in any electronic mode to the shareholder entitled to the payment of the dividend. Cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

(ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

(iii) Payment in any way whatsoever shall be made at the risk of the Person entitled to the money paid or to be paid. The Company will not be responsible for any payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made.

123. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.

124. Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.

125. Unpaid or unclaimed dividend:

a. If the Company has declared a dividend but which has not been paid or claimed or the dividend warrant in respect thereof has not been posted or sent within 30 (thirty) days from the date of declaration, the Company shall, within 7 (seven) days from the date of expiry of the said period of 30 (thirty) days, transfer the total amount of dividend, which remained so unpaid or unclaimed to a special account to be opened by the Company in that behalf in any scheduled bank to be called "Unpaid Dividend Account".

b. Any money so transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of 7 (seven) years from the date of such transfer, shall be transferred by the Company to the fund established under sub-section (1) of Section 125 of the Act, viz. "Investor Education and Protection Fund" and the Company shall send a statement in the prescribed form of the details of such transfer to the authority which administers the said fund and that authority shall issue a receipt to the Company as evidence of such transfer. No unclaimed or unpaid dividend shall be forfeited by the Board before the claim becomes barred by the law.

ACCOUNTS

126.(i) The books of accounts and books and papers of the Company, or any of them, shall be open to the inspection of Directors in accordance with the applicable provisions of the Act and the Rules.

(ii) No member (not being a director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorized by the Board or by the Company in general meeting.

STATUTORY REGISTERS

127. The Company shall keep and maintain either in physical or electronic form at its registered office or such other place as may be permitted under the Act and approved by the Board, the statutory registers required to be maintained under the Act and applicable rules, for such duration and manner as the Board may unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers, records and copies of annual return shall be open for inspection during business hours at the registered office of the Company or such other place as may be permitted under the Act and approved by the Board by the persons entitled thereto on payment, where applicable, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules.

128. The Company may exercise the powers conferred on it under the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.

WINDING UP

129. Subject to the provisions of the Act and rules made there under—

- a. If the Company shall be wound up, the liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not;
- b. For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members; and
- c. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

INDEMNITY AND INSURANCE

- 130.(i) Every officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.
- (ii) The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former Directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.

DEMATERIALISATION OF SECURITIES

131. Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialise its existing securities, rematerialise its securities held in the Depositories and / or offer its fresh securities in a dematerialised form pursuant to the Depositories Act, 1996 and the rules framed thereunder or pursuant to any other act as may be applicable, if any.
 - (a) Options for Investors:
 - (i) Every existing subscriber and every person subscribing to securities offered by the Company shall have the option to receive security certificates or to hold the securities with a depository. Such a person who is the beneficial owner of the securities can at any time opt out of a depository, if permitted by the applicable law in respect of any security in the manner provided by the Depositories Act, 1996 and the Company shall, in the manner and within the time prescribed, issue to the beneficial owner the required certificates of securities; and
 - (ii) If a person opts to hold his security with a depository, the Company shall intimate such depository the details of allotment of the security and/or transfer of securities in his name and on receipt of the information, the depository shall enter in its record the name of the allottee and/or transferee as the beneficial owner of the security.

(b) Securities in Depositories to be in Fungible Form:

All securities held by a Depository shall be dematerialised and be in fungible form. Nothing contained in Section 89 and other applicable provisions of the Act shall apply to a Depository in respect of the securities held by it on behalf of the Beneficial Owner.

(c) Distinctive Numbers of Securities held in a Depository:

Nothing contained in the Act or these Articles regarding the necessity of having distinctive numbers for securities issued by the Company shall apply to securities held with a depository. The Shares in the Capital shall be numbered progressively according to their several denominations provided, however, that the provision relating to progressive numbering shall not apply to the Shares of the Company which are dematerialised or may be dematerialised in future or issued in future in dematerialised form. Except in the manner hereinabove mentioned, no Share shall be subdivided. Every forfeited or surrendered Share held in

material form shall continue to bear the number by which the same was originally distinguished.

(d) Rights of Depositories and Beneficial Owners:

- (i) Notwithstanding anything to the contrary contained in the Act or these articles, a depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of security on behalf of the beneficial owner;
- (ii) Save as otherwise provided in (a) above, the depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the securities held by it;
- (iii) Every person holding securities of the Company and whose name is entered as the beneficial owner in the records of the depository shall be deemed to be a member of the Company. The beneficial owner of securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his securities which are held by a depository; and
- (iv) Except as ordered by any Court of competent jurisdiction or as required by any law, the Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any Share or where the name appears as the Beneficial Owner of the Shares in the records of the Depository as the absolute owner thereof and accordingly shall not be bound to recognise any benami trust or equitable, contingent, future or partial interest in any Share, or (except only as is by these Articles otherwise expressly provided) any right in respect of a Share other than an absolute right thereto in accordance with these Articles, on the part of any other person whether or not it has express or implied notice thereof, but the Board shall be entitled at their sole discretion to register any Share in the joint names of any two or more Persons or the survivors or survivors of them.

(e) Service of Documents:

Notwithstanding anything to the contrary contained in the Act or these Articles, where securities are held in a depository, the records of the beneficial ownership may be served by such depository on the Company by means of electronic mode or by delivery of floppies or discs.

(f) Provisions relating to physical shares *mutatis mutandis* apply to shares held in Demat form:

Except as specifically provided in these Articles, the provisions relating to joint holders of Shares, calls, lien on Shares, forfeiture of Shares and transfer and transmission of Shares shall be applicable to Shares held in Depository so far as they apply to Shares in physical form subject to the provisions of the Depository Act.

(g) Allotment of Securities Dealt in a Depository:

Notwithstanding anything contained in the Act or these Articles, where securities are dealt in a depository, the Company shall intimate the details thereof to the depository immediately on allotment and/or registration of transfer of such securities.

(h) Register and Index of Beneficial Owners:

The register and index of beneficial owners maintained by a depository under the Depositories Act, 1996, shall be deemed to be the register and index of members and security holders for the purposes of these Articles.

- (i) The Company or an investor may exercise an option to issue, deal in, hold the securities (including shares) with a Depository in electronic form and the certificates in respect thereof shall be dematerialised, in which event the rights and obligations of the parties concerned and matters connected therewith or incidental thereof, shall be governed by the provisions of the Depositories Act, 1996 as amended from time to time or any statutory modification thereto or re-enactment thereof.

SECRECY CLAUSE

- 132.(i) Every Director, Manager, Auditor, Treasurer, Trustee, member of a committee, officer, servant, agent, accountant or other person employed in the business of the Company in India or abroad, shall, if so required by the Directors, before entering upon his duties, sign a declaration pledging himself to observe

strict secrecy respecting all transactions and affairs of the Company with the customers and the state of the accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

(ii) No members shall be entitled to visit or inspect the Company's Works without the permission of the Directors or to require the discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process which may relate to the conduct of the business of the Company and which, in the opinion of the Directors, it will be inexpedient in the interest of the members of the Company to communicate to the public.

GENERAL POWER

133. Wherever in the Act or in any other law or statute, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is authorised by its Articles, then, in that case, this Article authorises and empowers the Company to have such rights, privileges or authorities and to carry such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.



Sl. No.	Name, address, description and occupation of subscriber	Signature of Subscribers	Signature of witness with address, description and occupation.
1	Sushil Kumar Singhal S/o Shri B.B.L. Singhal R/o 128-C (Pocket-A) Sukhdev Vihar SFS New Delhi-110025 Service	Sd/-	
2.	Ajay Kumar Gupta S/o Shri H.P. Gupta R/o G-24/5, Rajouri Garden New Delhi-110027 Service	Sd/-	
3.	Kuldip Singh Rathee S/o Late Shri Chhotu Ram R/o 38 D, (Pocket -A) Sukhdev Vihar SFS New Delhi-110025 Business	Sd/-	witness for all the three subscribers Sd/- (S.K SINGHAL) F.C.A, M. NO. 80172 S/o Sh. B.B.L. Singhal Singhal Associates 4556/16, Darya Ganj , New Delhi-110002

New Delhi Dated: 11th day of January, 1988

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