

May 5, 2022

To,
Manager - Listing Compliance
National Stock Exchange of India Limited
Exchange Plaza, C-1, Block G,
Bandra Kurla Complex, Bandra (E), Mumbai - 400 051

SYMBOL: **ALLCARGO**

Dear Sir/Madam,

Sub: Intimation under Regulation 37 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ('LODR Regulations') – Revised Scheme of Arrangement and Demerger

With reference to your observation letter No. NSE/LIST/29573_II dated March 25, 2022, we would like to inform you that, we have made the few changes in the Scheme of arrangement and demerger between Allcargo Logistics Limited, Allcargo Terminals Limited and TransIndia Realty & Logistics Parks Limited (the "**Scheme**").

Further, please take note that Allcargo Terminals Limited (formally known as Allcargo Terminals Private Limited) was converted from private limited to public limited w.e.f. January 10, 2022 and certificate of incorporation consequent upon conversion to public limited company issued by Ministry of Corporate Affairs is attached as an Annexure 1 for your reference.

Further, relevant extracts from the Scheme are given below in which changes are carried out. Please note that the addition of word are underlined and deletion of word are strike-through:

Change 1

**SCHEME OF ARRANGEMENT AND DEMERGER
BETWEEN**

Allcargo Logistics Limited Demerged Company

AND

Allcargo Terminals ~~Private~~ Limited Resulting Company 1

AND

TransIndia Realty & Logistics Parks Limited Resulting Company 2

AND THEIR RESPECTIVE SHAREHOLDERS IN RESPECT OF DEMERGER OF THE DEMERGED UNDERTAKING 1 (as defined hereinafter) AND THE DEMERGED UNDERTAKING 2 (as defined hereinafter) OF ALLCARGO LOGISTICS LIMITED INTO ALLCARGO TERMINALS ~~PRIVATE~~ LIMITED AND TRANSINDIA REALTY & LOGISTICS PARKS LIMITED RESPECTIVELY UNDER SECTIONS 230 TO 232 READ WITH OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013



TOGETHER TO SILVER.
TOGETHER TO GOLD.

Allcargo Logistics Limited, The Avvashya House, CST Road, Santacruz (E), Mumbai - 400 098.
T: +91 22 6679 8100 | info@allcargologistics.com | www.allcargologistics.com
CIN: L63010MH2004PLC073508 | GSTIN: 27AACCA2894D1Z5

OVERVIEW, OBJECTS AND BENEFITS OF THE SCHEME

B. Allcargo Terminals ~~Private~~ Limited (hereinafter referred to as the "Resulting Company 1") is a ~~private~~ public limited company incorporated on February 5, 2019 under the Companies Act, 2013 with CIN U60300MH2019PLC320697 and having its registered office at 4th Floor, A B Wing, Avashya House CST Road, Kalina, Santacruz East, Mumbai 400098, Maharashtra, India. The Resulting Company 1 is engaged inter-alia in the business of Container Freight Stations/Inland Container Depots and any other related logistics businesses, as specified in its Memorandum of Association.

13.13 The Resulting Companies shall apply to all the Stock Exchanges (where the shares of Demerged Company are listed) and SEBI for listing and admission of all the Equity Shares of The Resulting Companies (the New Equity Shares of Resulting Company 1/ New Equity Shares of Resulting Company 2) to trading in terms of SEBI Master Circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021 read with other Applicable Laws (as amended from time to time). ~~The Resulting Company 1 shall enter into such arrangements, complete such formalities including but not limited to converting its status from a private company to a public company and give such confirmations and/or undertakings to the Stock Exchanges as may be necessary in accordance with the Applicable Laws for the listing of Equity Shares of the Resulting Companies.~~

Change 2 – Changes carried out as per the requirement of BSE and NSE observation letter

4.2 The authorized, issued, subscribed and paid up capital of the Resulting Company 1 as on December 15, 2021 is as follows:

PARTICULARS	AMOUNT (Rs.)
AUTHORIZED CAPITAL	
1,00,000 Equity Shares of Rs 10/- each	10,00,000
TOTAL	10,00,000
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	
7 Equity Shares of Rs 10/- each fully paid up	70
TOTAL	70

After December 15, 2021, there has been no change in the authorized, issued, subscribed and paid-up share capital of Resulting Company 1. There shall be no change in the shareholding pattern or control of the Resulting Company 1 between the Record Date and the listing of the Equity Shares.

4.3 The authorized, issued, subscribed and paid up capital of the Resulting Company 2 as on December 15, 2021 is as follows:

PARTICULARS	AMOUNT (Rs.)
AUTHORIZED CAPITAL	
10,000 Equity Shares of Rs 10/- each*	1,00,000
TOTAL	1,00,000
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	
7 Equity Shares of Rs 10 /- each fully paid up	70
TOTAL	70



TOGETHER TO SILVER.
TOGETHER TO GOLD.

Allcargo Logistics Limited, The Avashya House, CST Road, Santacruz (E), Mumbai - 400 098.
T: +91 22 6679 8100 | info@allcargologistics.com | www.allcargologistics.com
CIN: L63010MH2004PLC073508 | GSTN: 27AACCA2894D1Z5



After December 15, 2021, there has been no change in the authorized, issued, subscribed and paid-up share capital of Resulting Company 2. There shall be no change in the shareholding pattern or control of the Resulting Company 2 between the Record Date and the listing of the Equity Shares.

Change 3

12 TREATMENT OF TAX

- 12.4 Further, any TDS ~~by~~ of the Demerged Company/Resulting Company 1/Resulting Company 2 with respect to Demerged Undertaking on transactions with Demerged Company/Resulting Company 1/Resulting Company 2, if any (from Appointed Date to Effective Date) shall be deemed to be ~~advance~~ tax paid by Demerged Company/Resulting Company 1/Resulting Company 2 and shall, in all proceedings, be dealt with accordingly.
- 12.7 Upon the Scheme becoming effective, ~~all un-availed Income Tax credit available under section 115JAA of the Act (i.e. Minimum Alternative Tax paid on account Section 115JB) related to the Demerged Undertakings will be transferred in full to Resulting Company 1~~ all un-availed credits and exemptions, benefit of carried forward losses, unabsorbed depreciation and other statutory benefits, including in respect of income tax (including MAT credit), goods and service tax, cenvat, customs, applicable state value added tax, sales tax, service tax etc. relating to the Demerged Undertakings on or after the Appointed Date which remain unutilized by the Demerged Company shall be available to and vest in the respective Resulting Company, without any further act or deed.

The revised Scheme after carrying out the above mentioned changes is attached as an Annexure 2 for your approval.

Thanking you

For Allcargo Logistics Limited



Devanand Mojidra
Company Secretary & Compliance Officer

Encl.: a/a



TOGETHER TO SILVER.
TOGETHER TO GOLD.

Certificate of Incorporation Consequent upon conversion to Public Limited Company



सत्यमेव जयते

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Registrar of companies, Mumbai

Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002

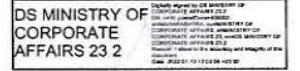
Corporate Identity Number: U60300MH2019PLC320697

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

IN THE MATTER OF ALLCARGO TERMINALS PRIVATE LIMITED

I hereby certify that ALLCARGO TERMINALS PRIVATE LIMITED which was originally incorporated on Fifth day of February Two thousand nineteen under the Companies Act, 2013 as TRANSINDIA PROJECTS AND TRANSPORT SOLUTIONS 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 - Mumbai vide SRN T66749656 dated 10.01.2022 the name of the said company is this day changed to ALLCARGO TERMINALS LIMITED.

Given under my hand at Mumbai this Tenth day of January Two thousand twenty-two.



Ajay Pawar

Registrar of Companies

RoC - Mumbai

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

ALLCARGO TERMINALS LIMITED

4th Floor, A Wing, Avashya House,, CST Road, Kalina, Santacruz (E).,
Mumbai, Mumbai City, Maharashtra, India, 400098



**Certified True Copy
For Allcargo Logistics Limited**

**Devanand Mojindra
Company Secretary**

SCHEME OF ARRANGEMENT AND DEMERGER

BETWEEN

Allcargo Logistics Limited

.... Demerged Company

AND

Allcargo Terminals Limited

.... Resulting Company 1

AND

TransIndia Realty & Logistics Parks Limited

.... Resulting Company 2

Certified True Copy
For Allcargo Logistics Limited

Devanand Mojindra
Devanand Mojindra
Company Secretary

AND THEIR RESPECTIVE SHAREHOLDERS IN RESPECT OF DEMERGER OF THE DEMERGED UNDERTAKING 1 (as defined hereinafter) AND THE DEMERGED UNDERTAKING 2 (as defined hereinafter) OF ALLCARGO LOGISTICS LIMITED INTO ALLCARGO TERMINALS LIMITED AND TRANSINDIA REALTY & LOGISTICS PARKS LIMITED RESPECTIVELY UNDER SECTIONS 230 TO 232 READ WITH OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013

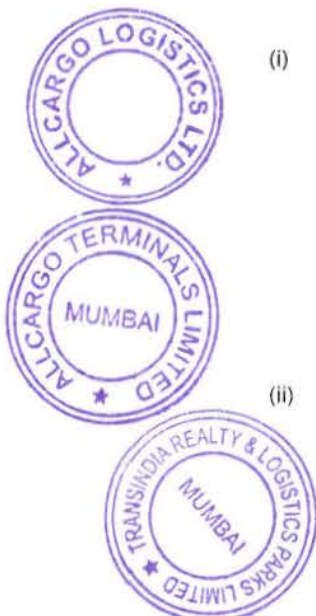
OVERVIEW, OBJECTS AND BENEFITS OF THE SCHEME

- A. Allcargo Logistics Limited (hereinafter referred to as the "Demerged Company") is a listed public limited company incorporated on August 18, 1993 under the Companies Act, 1956 with CIN L63010MH2004PLC073508 having its registered office at 6th Floor, Avashya House, CST Road, Kalina, Santacruz (East), Mumbai 400098, Maharashtra, India. The equity shares of Demerged Company are listed on BSE and NSE. The Demerged Company is engaged inter-alia in the business of (i) Multimodal Transport Operations; (ii) Container Freight Stations/Inland Container Depots; (iii) Project and Engineering Solutions; (iv) Logistics Park; (v) Express Logistics business; (vi) Contract Logistics; and (vii) other related logistics businesses, as specified in its Memorandum of Association.
- B. Allcargo Terminals Limited (hereinafter referred to as the "Resulting Company 1") is a public limited company incorporated on February 5, 2019 under the Companies Act, 2013 with CIN U60300MH2019PLC320697 and having its registered office at 4th Floor, A Wing, Avashya House CST Road, Kalina, Santacruz East, Mumbai 400098, Maharashtra, India. The Resulting Company 1 is engaged inter-alia in the business of Container Freight Stations/Inland Container Depots and any other related logistics businesses, as specified in its Memorandum of Association.
- C. TransIndia Realty & Logistics Parks Limited (hereinafter referred to as the "Resulting Company 2") is a public limited company incorporated on December 3, 2021 under the Companies Act, 2013 with CIN U61200MH2021PLC372756 and having its registered office at 4th Floor, A Wing, Avashya House CST Road, Kalina, Santacruz East, Mumbai 400098, Maharashtra, India. The Resulting Company 2 is engaged inter-alia in the business of Engineering and equipment leasing and hiring solutions, Logistics Park, Warehousing, real estate development and leasing activities and other related businesses, as specified in its Memorandum of Association.

The Resulting Company 1 and the Resulting Company 2 shall hereinafter collectively be referred to as "Resulting Companies".

- D. This Scheme of Arrangement (hereinafter referred to as the "Scheme ") provides for:

- (i) the transfer by way of demerger of the Demerged Undertaking 1 (as defined hereinafter) of the Demerged Company to the Resulting Company 1, and the consequent issue of equity shares by the Resulting Company 1 to the shareholders of the Demerged Company pursuant to Section 230 to 232 and other relevant provisions of the Act (as defined hereinafter) in the manner provided for in the Scheme and in compliance with Section 2(19AA) of IT Act, and reduction and cancellation of equity shares of Resulting Company 1 held by existing shareholders of Resulting Company 1 (without payment of consideration), and listing of the equity shares of Resulting Company 1 on the Stock Exchanges (as defined hereinafter) along with various other matters consequential or otherwise integrally connected therewith; and
- (ii) the transfer by way of demerger of the Demerged Undertaking 2 (as defined hereinafter) of the Demerged Company to the Resulting Company 2, and the consequent issue of equity shares by the Resulting Company 2 to the shareholders of the Demerged Company pursuant to Section 230 to 232 and other relevant provisions of the Act (as defined hereinafter) in the manner provided for in the



Scheme and in compliance with Section 2(19AA) of IT Act, and reduction and cancellation of equity shares of Resulting Company 2 held by existing shareholders of Resulting Company 2 (without payment of consideration), and listing of the equity shares of Resulting Company 2 on the Stock Exchanges (as defined hereinafter) along with various other matters consequential or otherwise integrally connected therewith.

After the effectiveness of this Scheme, the Share Capital of (i) Resulting Company 1 consisting of the fully paid-up New Equity Shares of Resulting Company 1 issued as consideration in terms of Section B of this Scheme to the shareholders of Demerged Company; and (ii) Resulting Company 2 consisting of the fully paid-up New Equity Shares of Resulting Company 2 issued as consideration in terms of Section B of this Scheme to the shareholders of Demerged Company; each shall be listed on the Stock Exchanges in accordance with the provisions of SEBI Master Circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021, as amended from time to time. Further, as an integral part of the Scheme, existing Equity Shares of Resulting Company 1 and Resulting Company 2 (presently held by the Demerged Company) shall stand cancelled and reduced (without payment of consideration) without any further act and deed, and hence this Scheme contemplates approval of the NCLT in terms of Section 66 of the 2013 Act, in addition to Sections 230-232 of the 2013 Act.

E. RATIONALE AND BENEFITS OF THIS SCHEME

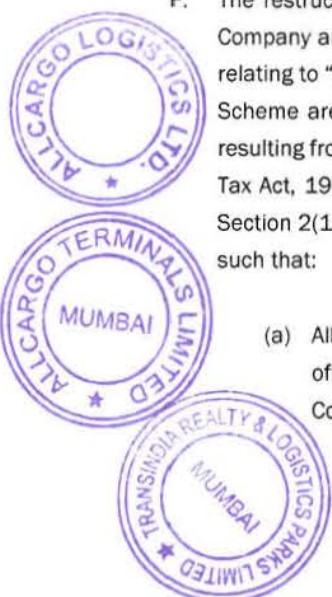
This Scheme for the demerger and vesting of the Demerged Undertakings (as defined hereinafter) of the Demerged Company to Resulting Companies, results in the following benefits:

1. The Demerged Undertakings and the Remaining Business have both achieved scale and experience to sustain business based on their own strengths. Additionally, both businesses deal with different sets of industry dynamics in the form of nature of risks, competition, challenges, opportunities and business methods. Hence, segregation of the two undertakings would enable focused managements to explore the potential business opportunities more effectively and efficiently;
2. Demerger will enable both Demerged Company and the Resulting Companies to enhance business operations by streamlining operations, cutting costs, more efficient management control and outlining independent growth strategies.
3. Each undertaking will be able to target and attract new investors with specific knowledge, expertise and risk appetite corresponding to their own businesses. Thus, each undertaking will have its own set of likeminded investors, thereby providing the necessary funding impetus to the long-term growth strategies of each business;
4. Demerger will enhance efficiencies and will have different business interest into separate corporate entity, resulting in operational synergies, simplification, focused management, streamlining and optimization of the group structure and efficient administration.
5. Pursuant to the Scheme, the equity shares issued by the Resulting Companies would be listed on BSE and NSE and will unlock the value of the Demerged Undertakings for the shareholders of the Demerged Company. Further the existing shareholders of the Demerged Company would hold the shares of three (3) listed entities after the Scheme becoming effective; giving them flexibility in managing their investments in the three businesses having differential dynamics.

The Board of Directors of the Demerged Company and the Resulting Companies believe that the Scheme is in the best interests of the respective entities and their respective stakeholders including its shareholders.

- F. The restructuring as embodied in this Scheme is intended to provide greater business focus both in the Demerged Company and Resulting Companies. The provisions of this Scheme have been drawn up to comply with the conditions relating to "Demerger" as defined under section 2(19AA) of the Income Tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said section of the Income Tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(19AA) of the Income Tax Act, 1961. Such modifications will however not affect the other parts of the Scheme such that:

- (a) All the assets and properties of the Demerged Undertakings (as defined hereinafter) being transferred/hived off by the Demerged Company immediately before the demerger become the properties of the Resulting Companies by virtue of the demerger;



- (b) All the liabilities relatable to the Demerged Undertakings being transferred by the Demerged Company immediately before the demerger becomes the liabilities of the respective Resulting Companies by virtue of the demerger;
- (c) The properties and the liabilities, if any, relatable to the Demerged Undertakings being transferred by Demerged Company are transferred to the respective Resulting Companies at the values appearing in the books of accounts of the Demerged Company immediately before the demerger;
- (d) All shareholders of the Demerged Company shall become the shareholders of the Resulting Companies by virtue of the demerger; and
- (e) The transfer of the Demerged Undertakings will be on a going concern basis.
- (f) the shareholders holding not less than three-fourths in value of the shares in the Demerged Company (other than shares already held therein immediately before the demerger, or by a nominee for, the Resulting Companies or their respective subsidiaries) become shareholders of the Resulting Companies by virtue of the demerger.

Accordingly, this Scheme is divided into three sections, as follows:

Section A: Demerger of the Demerged Undertakings

Section B: Issue of shares / Reorganisation of share capital

Section C: Other provisions

1. DEFINITIONS

- 1.1. "2013 Act" or "the Act" means the Companies Act, 2013, as notified, and ordinances and rules made thereunder and shall include any statutory modification(s), re-enactment(s) and/or amendment(s) thereof for the time being in force.
- 1.2. "Applicable Law" means (a) all the applicable statutes, notifications, enactments, acts of legislature, bye-laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinances, orders, or other instruments having force in law enacted or issued by any Government or Governmental Authority(ies) including any statutory modifications, amendments or re-enactments thereof for the time being in force; and (b) administrative interpretations, writs, injunctions, directions, directives, judgments, arbitral awards, orders, decrees, as may be in force from time to time.
- 1.3. "Appointed Date" means the 1st day of April, 2022.
- 1.4. "Board of Directors" or "Board" means and includes the respective boards of directors of Demerged Company, Resulting Company 1 and Resulting Company 2 or any committee constituted by such board of directors.
- 1.5. "BSE" means BSE Limited.
- 1.6. "CIN" means Company Identification Number.
- 1.7. "Demerged Undertaking 1" means the business of Container Freight Station (CFS), Inland Container Depot (ICD) business of Demerged Company ("Business Division 1"), on a going concern basis, and shall include (without limitation):
 - a) all assets (except freehold land and building as specified in Schedule I hereto) wherever situated, whether movable or immovable, tangible or intangible, buildings, vehicles, offices, investments, interest, capital work-in-progress, furniture, fixtures, office equipment, appliances, accessories (including, supplies, advertisement and promotional material), licenses, permits, quotas, approvals, registrations, lease, tenancy rights in relation to office and residential properties, incentives if any, municipal permissions, consents, or powers of every kind, nature and description whatsoever in connection with operating or relatable to the Business Division 1. Without limiting the generality of the aforesaid, specifically including some common assets pertaining to Demerged Company but not specifically relatable to Business Division 1 and as more particularly listed in Schedule II hereto;
 - b) all other permissions, rights (including rights under any contracts or agreements or memorandum of understanding, government contracts, etc.), entitlements, copyrights, patents, royalties, trademarks, trade names, domain names, and other designs, trade secrets, or Intellectual Property Rights of the Business Division 1 of any nature and all other interest exclusively relating to the services/ products being dealt with by the Business Division 1; and
 - c) all deposits, advances and or moneys paid or received by Demerged Company in connection with or pertaining or relatable to the Business Division 1, all statutory licenses and/or permissions to carry on the



operations of the Business Division 1 and any financial assets, corporate guarantees issued by the Demerged Company and the benefits of any bank guarantees issued in relation to and for the benefit of the Business Division 1, deferred tax benefits, privileges, all other claims, rights and benefits, power and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity and other services, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Business Division 1;

- d) all shares and securities held by the Demerged Company in relation to Business Division 1;
- e) all debts, liabilities, duties and obligations pertaining to the Business Division 1 and in particular the following:
 - (i) The liabilities, which arise out of the activities or operations of the Business Division 1;
 - (ii) Specific loans and borrowings raised, incurred and utilized for the activities or operations of the Business Division 1;
 - (iii) Liabilities other than those referred to in (i) and (ii) above and not directly relatable to the remaining business of Demerged Company being the amounts of general or multipurpose borrowings of Demerged Company shall be allocated to the Business Division 1 in the same proportion which the value of the assets transferred under this clause bears to the total value of Demerged Company immediately before giving effect to this Scheme;
- f) all deposits and balances with Government, Semi Government, Local and other authorities and bodies, customers and other persons, earnest moneys and / or security deposits paid or received by the Demerged Company directly or indirectly in connection with or relating to the Business Division 1;
- g) all necessary books, records, files, papers, product specification, engineering and process information, records of standard operating procedures, computer programmes along with their licenses, drawings, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records whether in physical or electronic form in connection with or relating to the Business Division 1;
- h) All permanent and/or temporary employees of Demerged Company substantially engaged in the Business Division 1 and those permanent and/or temporary employees that are determined by the Board of Directors of the Demerged Company, to be substantially engaged in or relatable to the Business Division 1;
- i) all legal or other proceedings, claims, notices, demands and obligations of whatsoever nature and whether known or unknown, contingent or otherwise, present or future relating to the Business Division 1, excluding those related to the Remaining Business;
- j) All insurance policies related to the Business Division 1;
- k) all the credits for taxes such as sales tax, value added tax, service tax, CENVAT, GST and other indirect taxes, advance tax, tax credits (including but not limited to minimum alternate tax credit, pre-deposits made in indirect taxes), deferred tax benefits, tax deduction at source, accumulated losses and unabsorbed depreciation as per books if any as well as per the IT Act, enjoyed by the Demerged Company pertaining to the Business Division 1;
- l) all exemption, benefits, allowance, rebates, etc. under IT Act (including right to admissibility of claim under the IT Act or such provisions becoming admissible in the period after the Appointed Date on discharging liabilities pertaining to Business Division 1);
- m) Any question that may arise as to whether a specified asset or liability pertains to Business Division 1 or whether it arises out of the activities or operations of the Business Division 1 shall be decided by mutual agreement between the Board of Directors of the Demerged Company and the Resulting Company 1. The designated list of assets, liabilities and intangibles as agreed upon between Demerged Company and Resulting Company 1 is enclosed in **Annexure A** hereto.

1.8. "Demerged Undertaking 2" means the business of construction & leasing of Logistics Parks, leasing of land & commercial properties, Engineering Solutions (hiring and leasing of equipment's) business of Demerged Company ("Business Division 2") on a going concern basis, and shall include (without limitation):

- a) all assets wherever situated, whether movable or immovable (specifically the freehold land and building of CFS JNPT 2 and Chennai CFS, details of which are provided in **Schedule III** hereto), tangible or intangible, buildings, vehicles, offices, investments, interest, capital work-in-progress, furniture, fixtures, office equipment, appliances, accessories (including, supplies, advertisement and promotional material), licenses, permits, quotas, approvals, registrations, lease, tenancy rights in relation to office and residential properties, incentives if any, municipal permissions, consents, or powers of every kind, nature and description whatsoever in connection with operating or relatable to the Business Division 2. Without limiting the generality of the aforesaid, specifically including some common assets pertaining to Demerged Company but not specifically relatable to Business Division 2 and as more particularly listed in **Schedule IV** hereto;



- b) all other permissions, rights (including rights under any contracts or agreements or memorandum of understanding, government contracts, etc.), entitlements, copyrights, patents, royalties, trademarks, trade names, domain names, and other designs, trade secrets, or Intellectual Property Rights of the Business Division 2 of any nature and all other interest exclusively relating to the services/ products being dealt with by the Business Division 2; and
- c) all deposits, advances and or moneys paid or received by Demerged Company in connection with or pertaining or relatable to the Business Division 2, all statutory licenses and/or permissions to carry on the operations of the Business Division 2 and any financial assets, corporate guarantees issued by the Demerged Company and the benefits of any bank guarantees issued in relation to and for the benefit of the Business Division 2, deferred tax benefits, privileges, all other claims, rights and benefits, power and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity and other services, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Business Division 2;
- d) all shares and securities held by the Demerged Company in relation to Business Division 2;
- e) all debts, liabilities, duties and obligations pertaining to the Business Division 2 and in particular the following:
 - (i) The liabilities, which arise out of the activities or operations of the Business Division 2, except liabilities pertaining to projects solutions business of Resulting Company 2;
 - (ii) Specific loans and borrowings raised, incurred and utilized for the activities or operations of the Business Division 2;
 - (iii) Liabilities other than those referred to in (i) and (ii) above and not directly relatable to the remaining business of Demerged Company being the amounts of general or multipurpose borrowings of Demerged Company shall be allocated to the Business Division 2 in the same proportion which the value of the assets transferred under this clause bears to the total value of Demerged Company immediately before giving effect to this Scheme;
- f) all deposits and balances with Government, Semi Government, Local and other authorities and bodies, customers and other persons, earnest moneys and / or security deposits paid or received by the Demerged Company directly or indirectly in connection with or relating to the Business Division 2;
- g) all necessary books, records, files, papers, product specification, engineering and process information, records of standard operating procedures, computer programmes along with their licenses, drawings, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records whether in physical or electronic form in connection with or relating to the Business Division 2;
- h) All permanent and/or temporary employees of Demerged Company substantially engaged in the Business Division 2 and those permanent and/or temporary employees that are determined by the Board of Directors of the Demerged Company, to be substantially engaged in or relatable to the Business Division 2;
- i) all legal or other proceedings, claims, notices, demands and obligations of whatsoever nature and whether known or unknown, contingent or otherwise, present or future relating to the Business Division 2, excluding those related to the Remaining Business;
- j) All insurance policies related to the Business Division 2;
- k) all the credits for taxes such as sales tax, value added tax, service tax, CENVAT, GST and other indirect taxes, advance tax, tax credits (including but not limited to minimum alternate tax credit, pre-deposits made in indirect taxes), deferred tax benefits, tax deduction at source, accumulated losses and unabsorbed depreciation as per books if any as well as per the IT Act, enjoyed by the Demerged Company pertaining to the Business Division 2;
- l) all exemption, benefits, allowance, rebates, etc. under IT Act (including right to admissibility of claim under the IT Act or such provisions becoming admissible in the period after the Appointed Date on discharging liabilities pertaining to Business Division 2);
- m) Any question that may arise as to whether a specified asset or liability pertains to Business Division 2 or whether it arises out of the activities or operations of the Business Division 2 shall be decided by mutual agreement between the Board of Directors of the Demerged Company and the Resulting Company 2. The designated list of assets, liabilities and intangibles as agreed upon between Demerged Company and Resulting Company 2 is enclosed in **Annexure B** hereto.

1.9. "Demerged Undertakings" means the Demerged Undertaking 1 and Demerged Undertaking 2 collectively.

1.10. "Demerger" means the transfer by way of demerger of the Demerged Undertakings to the Resulting Companies, and the consequent issue of equity shares by the Resulting Companies to the Shareholders of the Demerged Company as set out in Section-B hereof and shall have the same meaning as defined under section 2(19AA) of

the Income-tax Act, 1961.

- 1.11. "Effective Date" means the date on which all the conditions and matters in relation to the Scheme referred to in clause 19 of this Scheme have been fulfilled.
- 1.12. "IT Act" means the Income-tax Act, 1961 and shall include any statutory modifications, re-enactments or amendments thereof for the time being in force.
- 1.13. "Intellectual Property" shall mean all forms of intellectual property subsisting under the laws of India and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world. Intellectual Property includes patents, trademarks, service marks, trade names, registered designs, copyrights, rights of privacy and publicity; and other forms of intellectual or industrial property, know how, inventions, formulae, confidential or secret processes, trade secrets, any other protected rights or assets, and any licenses and permission in connection therewith, in each and any part of the world and whether or not registered or registrable and for the full period thereof, and all extensions and renewals thereof, and all applications for registration in connection with the foregoing.
- 1.14. "Intellectual Property Rights" shall mean all rights arising out of or in relation to the Intellectual Property.
- 1.15. "NCLT" means the National Company Law Tribunal, Mumbai Bench.
- 1.16. "NSE" means National Stock Exchange of India Limited.
- 1.17. "Remaining Business" means all other businesses, divisions, assets and liabilities of the Demerged Company that shall remain with the Demerged Company and shall not be transferred to the Resulting Companies as part of this Scheme.
- 1.18. "Resulting Companies" means Resulting Company 1 and Resulting Company 2, collectively.
- 1.19. "Rupees" or "Rs." or "INR" means the lawful currency of India.
- 1.20. "Record Date 1" shall mean in relation to demerger of Business Division 1 of Demerged Company into Resulting Company 1, such date to be fixed by the Board of Directors of Demerged Company or a committee thereof/person duly authorized by the Board of Directors, after the Effective Date for the purpose of determining the members of Demerged Company to whom shares of Resulting Company 1 will be allotted pursuant to this Scheme in terms of Clause 13.1.
- 1.21. "Record Date 2" shall mean in relation to demerger of Business Division 2 of Demerged Company into Resulting Company 2, such date to be fixed by the Board of Directors of Demerged Company or a committee thereof/person duly authorized by the Board of Directors, after the Effective Date for the purpose of determining the members of Demerged Company to whom shares of Resulting Company 2 will be allotted pursuant to this Scheme in terms of Clause 13.1.
- 1.22. "Scheme" means this scheme of arrangement among Demerged Company and the Resulting Companies and their respective shareholders pursuant to the provisions of sections 230 to 232 and other applicable provisions of the Act, as the case may be, in its present form or with any modification(s) made under clause 17 of the Scheme, by the Board of Directors of Demerged Company and Resulting Companies, and/ or as approved or directed by the NCLT.
- 1.23. "SEBI" means the Securities and Exchange Board of India.
- 1.24. "SEBI Circular" means (i) circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017 (as amended) on Schemes of Arrangement by Listed Entities and Relaxation under sub-rule (7) of rule 19 of the Securities Contracts (Regulation) Rules, 1957, as amended by the circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021 issued by SEBI or any other circulars issued by SEBI applicable to schemes of arrangement from time to time.
- 1.25. "Shareholders" means the persons registered (whether registered owner of the shares or beneficial owner of the shares) as holders of equity shares of company concerned.
- 1.26. "Stock Exchanges" means the BSE and NSE.



✓

2. INTERPRETATION

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning prescribed to them under the Act, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996, Income-tax Act, 1961 and other Applicable Laws, rules, regulations, bye laws, as the case may be, including any statutory modification or re-enactment thereof from time to time.

In this Scheme, unless the context otherwise requires:

- (i) the words "including", "include" or "includes" shall be interpreted in a manner as though the words "without limitation" immediately followed the same;
- (ii) any document or agreement includes a reference to that document or agreement as varied, amended, supplemented, substituted, novated or assigned, from time to time, in accordance with the provisions of such a document or agreement;
- (iii) the words "other", "or otherwise" and "whatsoever" shall not be construed ejusdem generis or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;
- (iv) the headings are inserted for ease of reference only and shall not affect the construction or interpretation of the relevant provisions of this Scheme;
- (v) the term "Clause" or "Sub-Clause" refers to the specified clause of this Scheme, as the case may be;
- (vi) reference to any legislation, statute, regulation, rule, notification or any other provision of law means and includes references to such legal provisions as amended, supplemented or re-enacted from time to time, and any reference to legislation or statute includes any subordinate legislation made from time to time under such a legislation or statute and regulations, rules, notifications or circulars issued under such a legislation or statute;
- (vii) Words in the singular shall include the plural and vice versa.

3. DATE OF COMING INTO EFFECT

The Scheme shall come into operation from the Appointed Date, though it shall be effective from the Effective Date.

4. SHARE CAPITAL

- 4.1 The authorized, issued, subscribed and paid up capital of the Demerged Company as on December 15, 2021 is as follows:

PARTICULARS	AMOUNT (Rs.)
AUTHORIZED CAPITAL	
27,52,25,000 Equity Shares of Rs 2 /- each	55,04,50,000
500 4% Cumulative Redeemable Preference Shares of Rs 100 /- each	50,000
5,45,000 Redeemable Preference shares of Rs 100 /- each	5,45,00,000
	60,50,00,000
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	
245,695,524 Equity Shares of Rs 2 /- each fully paid up	49,13,91,048
TOTAL	49,13,91,048

After December 15, 2021, there has been no change in the authorized, issued, subscribed and paid-up share capital of Demerged Company.

- 4.2 The authorized, issued, subscribed and paid up capital of the Resulting Company 1 as on December 15, 2021 is as follows:

PARTICULARS	AMOUNT (Rs.)
AUTHORIZED CAPITAL	
1,00,000 Equity Shares of Rs 10/- each	10,00,000
TOTAL	10,00,000
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	
7 Equity Shares of Rs 10/- each fully paid up	70
TOTAL	70

After December 15, 2021, there has been no change in the authorized, issued, subscribed and paid-up share capital of Resulting Company 1. There shall be no change in the shareholding pattern or control of the Resulting Company 1 between the Record Date and the listing of the Equity Shares.

- 4.3 The authorized, issued, subscribed and paid up capital of the Resulting Company 2 as on December 15, 2021 is as follows:

PARTICULARS	AMOUNT (Rs.)
AUTHORIZED CAPITAL	
10,000 Equity Shares of Rs 10/- each*	1,00,000
TOTAL	1,00,000
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	
7 Equity Shares of Rs 10 /- each fully paid up	70
TOTAL	70

After December 15, 2021, there has been no change in the authorized, issued, subscribed and paid-up share capital of Resulting Company 2. There shall be no change in the shareholding pattern or control of the Resulting Company 2 between the Record Date and the listing of the Equity Shares.

SECTION A: DEMERGER OF BUSINESS DIVISION 1 AND BUSINESS DIVISION 2

5. TRANSFER AND VESTING OF DEMERGED UNDERTAKINGS

- 5.1 Upon the coming into effect of the Scheme and with effect from the Appointed Date, (i) the Demerged Undertaking 1 shall, in accordance with Section 2(19AA) of the Income Tax Act, 1961, pursuant to the provisions contained in sections 230 to 232 of the Act and other provisions of law for the time being in force and without any further act or deed, be demerged from the Demerged Company and be transferred to and vested in or be deemed to have been transferred to and vested in the Resulting Company 1 on the Appointed Date, on a going concern basis, so as to vest in the Resulting Company 1 all the rights, title, interest or obligations of the Demerged Company therein; and (ii) the Demerged Undertaking 2 shall, pursuant to the provisions contained in sections 230 to 232 of the Act and other provisions of law for the time being in force and without any further act or deed, be demerged from the Demerged Company and be transferred to and vested in or be deemed to have been transferred to and vested in the Resulting Company 2 on the Appointed Date, on a going concern basis, so as to vest in the Resulting Company 2 all the rights, title, interest or obligations of the Demerged Company therein.
- 5.2 It is hereby clarified that notwithstanding anything stated herein, the Demerged Company shall not transfer the Remaining Business (in whole or part) to any of the Resulting Companies and the same shall continue in Demerged Company.
- 5.3 The Demerged Company and the Resulting Companies, if required, shall enter into transitional arrangements and shall be deemed to be authorized to execute any such arrangements and to carry out or perform all such formalities or compliances as may be deemed proper and necessary for effecting the transfer and vesting of the properties of (i) the Demerged Undertaking 1 with the Resulting Company 1; and (ii) the Demerged Undertaking 2 with the Resulting Company 2.
- 5.4 All assets (including fixed assets, intangible assets, current assets, cash and bank balances etc.) acquired by Demerged Company after the Appointed Date and prior to the Effective Date for operation of the Demerged Undertaking 1/ Demerged Undertaking 2 or pertaining to the Demerged Undertaking 1/ Demerged Undertaking 2 shall be deemed to have been acquired for and on behalf of the respective Resulting Company.
- 5.5 In respect of such of the respective assets of the Demerged Undertakings as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery, the same may be so delivered, paid over, or endorsed and delivered, by the Demerged Company and shall become the property of the Resulting Company 1/ Resulting Company 2 (as applicable) as an integral part of the Demerged Undertaking 1/ Demerged Undertaking 2 transferred to it. Such delivery shall be made on a date mutually agreed upon between the Board of Directors of Demerged Company and the Board of Directors (or a duly authorized committee) of the Resulting Companies within sixty days from the Effective Date.
- 5.6 In respect of movables of the respective Demerged Undertakings other than those specified in Clause 5.5 above, which are to be transferred to the Resulting Companies, including sundry debtors, future receivables, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances, deposits and balances, if any, with Government, Semi-Government, local and other authorities and bodies, customers and other persons, it shall not be necessary to obtain the consent of any third party or other person in order to give effect to the provisions of this sub-clause, and such transfer shall be effected by notice to the concerned persons, or in any manner as may be mutually agreed between the Demerged Company and the Resulting Companies.

- 5.7 In respect of such of the assets of the respective Demerged Undertakings other than those referred to in Clause 5.5 and 5.6 above, the same shall, without any further act, instrument or deed, be transferred to and vested in and/ or be deemed to be transferred to and vested in the Resulting Company on the Appointed Date pursuant to the provisions of section 230/232 of the Act or other provisions of law as applicable.
- 5.8 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, in accordance with the provisions of relevant laws, consents, permissions, licenses, registrations, certificates, authorities (including for the operation of bank accounts), powers of attorneys given by, issued to or executed in favour of Demerged Company and the rights and benefits under the same shall, in so far as they relate to the Demerged Undertaking 1/ Demerged Undertaking 2 and all certifications and approvals, trademarks, patents and domain names, copyrights, industrial designs, trade secrets, product registrations and other Intellectual Property Rights of the Business Division 1/ Business Division 2, and all other interests relating to the respective Demerged Undertakings, be transferred to and vested in the respective Resulting Companies.
- 5.9 In so far as the various incentives, subsidies (including applications for subsidies), grants, special status and other benefits or privileges granted by any Government body, local authority or by any other person, enjoyed or availed of by the Demerged Company are concerned, the same shall, without any further act or deed, in so far as they relate to the Demerged Undertaking 1/ Demerged Undertaking 2, vest with and be available to the Resulting Company 1/ Resulting Company 2 (as applicable) on the same terms and conditions.
- 5.10 It is clarified that, upon the coming into effect of the Scheme, the following liabilities and obligations of the Demerged Company as on the Appointed Date and being a part of the Demerged Undertaking 1 / Demerged Undertaking 2 shall, without any further act or deed be and shall stand transferred to the Resulting Company 1/ Resulting Company 2 (as applicable), and all rights, powers, duties and obligations in relation thereto shall stand transferred to and vested in and shall be exercised by or against the Resulting Company 1/ Resulting Company 2 (as applicable) as if it had entered into such loans or incurred such borrowings and the Resulting Company 1/ Resulting Company 2 (as applicable) undertakes to meet, discharge and satisfy the same:
- (i) the liabilities which directly and specifically arose out of the activities or operations of the respective Demerged Undertaking,
 - (ii) specific loans or borrowings raised, incurred and utilized solely for the activities or operations of the respective Demerged Undertaking,
 - (iii) in cases other than those referred to in sub-clauses (i) and (ii) above, proportionate part of the general or multipurpose borrowings and liabilities of Demerged Company allocable to the Demerged Undertaking 1/ Demerged Undertaking 2 in the same proportion in which the value of the assets of Demerged Company transferred under this Scheme bears to the total value of the assets of Demerged Company immediately before the demerger.
- 5.11 All loans raised and used and all liabilities and obligations incurred by Demerged Company for the operations of the Demerged Undertakings after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of the respective 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 the respective Resulting Company and shall become its liabilities and obligations.
- 5.12 Upon the coming into effect of this Scheme, the balances as on the Appointed Date, of general or multipurpose borrowings shall be transferred to and assumed by the Resulting Company 1/ Resulting Company 2 (as applicable) in the proportion provided in Clause 5.10 above. Thus, the primary obligation to redeem or repay such transferred liabilities shall be that of the respective Resulting Company. However, without prejudice to such transfer of proportionate liability amount, where considered necessary for the sake of convenience and towards facilitating single point creditor discharge, Resulting Company 1/ Resulting Company 2 (as applicable) may discharge such liability (including accretions thereto) by making payments on the respective due dates to the Demerged Company, which in turn shall make payments to the respective creditors.
- 5.13 Upon the coming into effect of this Scheme, in so far as the security in respect of the liabilities of the Demerged Company as on the Appointed Date is concerned, it is hereby clarified that the Demerged Company and the Resulting Companies shall, subject to confirmation by the concerned creditor(s), mutually agree upon and arrange for such security as may be considered necessary to secure such liabilities.
- Provided however, any reference in any security documents or arrangements (to which the Demerged Company is a party) to the assets of Demerged Company offered or agreed to be offered as security for any financial assistance

or obligations pertaining to the Demerged Undertakings, shall be construed as reference only to the assets pertaining to the Demerged Undertakings as are vested in the Resulting Company 1/ Resulting Company 2 (as applicable) by virtue of the aforesaid Clauses, to the end and intent that such security, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of the Demerged Company or any of the assets of the respective Resulting Companies, save and except as may be otherwise agreed between the Demerged Company, the Resulting Companies and the respective lender(s). It is further clarified that upon the coming into effect of this Scheme, in the event any security, charge and/ or mortgage is extended over the assets of the Demerged Company in respect of any financial assistance or obligations pertaining to the Demerged Undertakings vested in the respective Resulting Companies, such security, charge and/ or mortgage shall be deemed to be carried out as an integral part of the Scheme and no separate compliances/ clearances/ permissions of regulatory authorities shall be required.

Provided further that the securities, charges and mortgages (if any subsisting) over and in respect of the assets or any part thereof of the Resulting Companies shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charges and mortgages shall not extend or be deemed to extend, to any of the assets of Demerged Company vested in the respective Resulting Companies.

Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by the Demerged Company which shall vest in the Resulting Companies by virtue of the demerger of the Demerged Undertakings into the Resulting Companies and the Resulting Companies shall not be obliged to create any further or additional security thereof after the Scheme has become operative.

- 5.14 Upon the coming into effect of this Scheme, the borrowing limits of the Resulting Companies in terms of Section 180(1)(c) of the Act shall be deemed without any further act or deed to have been enhanced by the aggregate liabilities of the Demerged Company which are being transferred to the Resulting Companies pursuant to the Scheme, such limits being incremental to the existing limits of the respective Resulting Companies, with effect from the Appointed Date.
- 5.15 The provisions of this Clause insofar as they relate to the transfer of liabilities to the Resulting Companies shall operate notwithstanding anything to the contrary contained in any deed or writing or the terms of sanction or issue or any security document, all of which instruments shall stand modified and/ or superseded by the foregoing provisions.
- 5.16 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.
- 5.17 It is hereby clarified that all assets and liabilities of the Demerged Undertakings shall be transferred at values appearing in the books of account of the Demerged Company as on the Appointed Date which are set forth in the closing balance sheet of the Demerged Company as of the close of business hours on the date immediately preceding the Appointed Date. For the avoidance of doubt it is hereby clarified that Resulting Company 1/ Resulting Company 2 shall record the value of the property and the liabilities of the Demerged Undertakings at a value different from the value appearing in the books of account of the Demerged Company, immediately before the demerger, if required, in compliance to the Indian Accounting Standards specified in Annexure to the Companies (Indian Accounting Standards) Rules, 2015, and as amended from time to time.
- 5.18 All cheques and other negotiable instruments, payment order, electronic fund transfers (like NEFT, RTGS, etc.) received or presented for encashment which are in the name of the Demerged Company (in relation to Business Division 1/ Business Division 2) after the Effective Date shall be accepted by the bankers of Resulting Company 1/ Resulting Company 2 (as applicable) and credited to the account of Resulting Company 1/ Resulting Company 2 (as applicable), if presented by Resulting Company 1/ Resulting Company 2 (as applicable) or received through electronic transfers. Similarly, the banker of Resulting Company 1/ Resulting Company 2 (as applicable) shall honour all cheques / electronic fund transfer instructions issued by Resulting Company 1/ Resulting Company 2 (as applicable) (in relation to their respective Business Division) for payment after the Effective Date. If required, the bankers of the Demerged Company and Resulting Companies shall allow maintaining and operating of the bank accounts (including banking transactions carried out electronically) in the name of Demerged Company for such time as may be determined to be necessary by the Resulting Companies for presentation and deposition of cheques, pay order and electronic transfers that have been issued/made in the name of Resulting Companies.

5.19 Benefits of any and all corporate approvals as may have already been taken by the Demerged Company in connection with the Demerged Undertakings, including approvals under Sections 42, 62(1A), 180, 185, 186 and 188 of the 2013 Act shall stand transferred to the respective Resulting Company and the said corporate approvals and compliances shall be deemed to have been taken / complied with by the respective Resulting Company.

5.20 Upon this Scheme coming into effect, all receivables and payables between the Demerged Undertakings and the Remaining Business or inter se between the Demerged Undertakings (entered into by them and as recorded in the books of the Demerged Company) except third party trade receivables/ payables and related balances, if any, shall stand cancelled with effect from the Effective Date and neither the Demerged Undertakings nor the Remaining Business shall have any obligation or liability against each other with respect to the same.

6 LEGAL PROCEEDINGS

All legal or other proceedings of whatsoever nature by or against the Demerged Undertakings pending and/ or arising on or after the Appointed Date and relating to the Demerged Undertakings or its properties, assets, debts, liabilities, duties and obligations, shall be continued and/ or enforced until the Effective Date as desired by the Resulting Companies (and the costs thereof to be reimbursed by the Resulting Companies to Demerged Company) and as and from the Effective Date shall be continued and enforced by or against the Resulting Companies in the same manner and to the same extent as would or might have been continued and enforced by or against the Demerged Company. On and from the Effective Date, the Resulting Companies shall and may, if required, initiate any legal proceedings in its name in relation to the respective Demerged Undertakings in the same manner and to the same extent as would or might have been initiated by the Demerged Company.

7 CONTRACTS AND DEEDS

Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements, insurance policies and other instruments, if any, of whatsoever nature to which the Demerged Company (to the extent related to the Demerged Undertakings) is a party and subsisting or having effect on the Effective Date shall be in full force and effect against or in favour of the Resulting Company 1/ Resulting Company 2 (as applicable), as the case may be, and may be enforced by or against Resulting Company 1/ Resulting Company 2 (as applicable) as fully and effectually as if, instead of the Demerged Company, Resulting Company 1/ Resulting Company 2 (as applicable) had been a party thereto. The Resulting Companies may enter into and/ or issue and / or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmation or novation, to which the Demerged Company will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or if so considered necessary. The Resulting Companies shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Demerged Company and to implement or carry out all formalities required on the part of the Demerged Company to give effect to the provisions of this Scheme.

8 BUSINESS AND PROPERTY IN TRUST

As and from the Appointed Date, upto and including the Effective Date:

- (i) The Demerged Company (to the extent of the Demerged Undertakings), shall carry on and be deemed to have carried on its business and activities and shall stand possessed of all the assets and properties, in trust for the respective Resulting Companies and shall account for the same to such Resulting Company.
- (ii) Income or profit accruing or arising to the Demerged Undertakings and all costs, charges, expenses and losses or taxes incurred by the Demerged Undertaking shall for all purposes be treated as the income, profits, costs, charges, expenses and losses or taxes, as the case may be, of the respective Resulting Companies and shall be available to the respective Resulting Companies for being disposed off in any manner as it thinks fit.

9 CONDUCT OF BUSINESS

9.1 With effect from Appointed Date and up to and including the Effective Date:

- (i) The Demerged Company (to the extent related to the Demerged Undertakings) shall carry on its business with reasonable diligence and in the same manner as it had been doing hitherto, and the Demerged Company shall not alter or substantially expand the business of the Demerged Undertakings, except with the written concurrence of respective Resulting Company.
- (ii) The Demerged Company shall not, without the written concurrence of the respective Resulting Company, transfer, alienate, charge or encumber any business activity of the Demerged Undertakings, or properties (including Intellectual Property), rights or assets of the Demerged Undertakings, except in the ordinary course of business or pursuant to any pre-existing obligations undertaken prior to the date of acceptance of the Scheme by the Board of Directors of the Demerged Company.



It is further clarified that upon receipt of the written concurrence of the Resulting Companies, the Demerged Company may transfer, alienate, charge or encumber any business activity of the Demerged Undertaking, or properties (including Intellectual Property), rights or assets of the Demerged Undertakings, for cash or any other consideration. Further, any such consideration received by the Demerged Company shall constitute a part of the respective Demerged Undertaking.

- (iii) The Demerged Company (to the extent of the Demerged Undertakings) shall not without the written concurrence of respective Resulting Company, vary or alter, except in the ordinary course of its business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of the Demerged Company, the terms and conditions of employment of any of its employees, nor shall it conclude settlement with employees.
- (iv) all profits or income arising or accruing to or received in regard to the respective Demerged Undertakings and all taxes paid thereon (including advance tax, tax deducted at source, minimum alternate tax, fringe benefit tax, securities transaction tax, taxes withheld / paid in a foreign country, value added tax, sales tax, service tax etc.) or losses arising in or incurred in regard to the respective Demerged Undertakings shall, for all purposes, be treated as and deemed to be the profits or income, taxes or losses, as the case may be, of the respective Resulting Company.

10 SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of the assets, liabilities and obligations of the Demerged Undertakings and the continuance of proceedings by or against the Resulting Companies shall not affect any transaction or proceedings already concluded by the Demerged Undertakings on or before the date when the Demerged Company adopts the Scheme in its Board meeting, and after the date of such adoption till the Effective Date, to the end and intent that the Resulting Companies accept and adopt all acts, deeds and things done and executed by the respective Demerged Undertakings in respect thereto as done and executed on behalf of itself.

11 STAFF AND EMPLOYEES

11.1 Upon the Scheme coming into effect, all staff and employees of the Demerged Undertakings shall be deemed to have become staff and employees of the respective Resulting Company (with effect from 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 respective Resulting Company shall not be less favourable than those applicable to them with reference to the Demerged Company as on the Effective Date.

11.2 Upon the Scheme coming into effect, the accounts of the employees of the Demerged Undertakings relating to provident fund, gratuity and any other trusts/ funds (as per amounts outstanding as on Appointed Date) shall be identified, determined and transferred to the respective funds/ trusts of the Resulting Company 1/ Resulting Company 2 (as applicable) and the employees shall be deemed to have become members of such funds/ trusts of Resulting Company 1/ Resulting Company 2 (as applicable). The Demerged Company shall take all steps necessary for the transfer of the provident fund, gratuity trust and any other fund of employees, pursuant to the Scheme, to the respective Resulting Company. The obligation to make contributions to the said fund or funds shall be transferred to the Resulting Companies from the Effective Date in accordance with the terms provided in the respective trust deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Demerged Company (to the extent related to the Demerged Undertakings) in relation to such fund or funds shall become those of Resulting Company 1/ Resulting Company 2 (as applicable) and all the rights, duties and benefits of the employees employed in the Demerged Company (to the extent related to the Demerged Undertakings) under such funds and trusts shall be protected, subject to the provisions of law for the time being in force.

Upon the Scheme coming into effect, until such time that the Resulting Companies creates its own funds, the Resulting Companies may continue to make contributions pertaining to the employees of the respective Demerged Undertakings to the relevant funds of the Demerged Company and such contributions pertaining to the employees of the Demerged Undertakings shall be transferred by the Demerged Company to the funds of the respective Resulting Company as and when created. The Demerged Company shall take all steps necessary for the transfer of the provident fund, gratuity trust and any other fund of employees, pursuant to the Scheme, to the respective Resulting Company.

12 TREATMENT OF TAX

12.1 The Resulting Companies will be the successor of the Demerged Company vis-à-vis the respective Demerged Undertaking. Hence, it will be deemed that the benefits of any tax credits whether central, state, or local, availed vis-a-vis the Demerged Undertakings and the obligations, if any, for payment of taxes on any assets of the Demerged Undertakings or their erection and/or installation, etc. shall be deemed to have been availed by the



respective Resulting Company, or be deemed to be the obligation of the respective Resulting Company, as the case may be.

- 12.2 Any refund, under the income tax, GST, service tax laws, excise duty laws, central sales tax, applicable state Value added tax laws or other Applicable Law, dealing with taxes/ duties/ levies due to Demerged Undertakings consequent to the assessment made on the Demerged Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the respective Resulting Company upon this Scheme becoming effective.
- 12.3 The tax payments (including, without limitation income tax, GST, service tax, excise duty, central sales tax, applicable state value added tax, etc.) whether by way of TDS, advance tax, all earnest monies, security deposits provisional payments, payment under protest, or otherwise howsoever, by the Demerged Company with respect to the Demerged Undertakings after the Appointed Date, shall be deemed to be paid by the respective Resulting Company and shall, in all proceedings, be dealt with accordingly.
- 12.4 Further, any TDS of the Demerged Company/Resulting Company 1/Resulting Company 2 with respect to Demerged Undertaking on transactions with Demerged Company/Resulting Company 1/Resulting Company 2, if any (from Appointed Date to Effective Date) shall be deemed to be tax paid by Demerged Company/Resulting Company 1/Resulting Company 2 and shall, in all proceedings, be dealt with accordingly.
- 12.5 Obligation for deduction of tax at source on any payment made by or to be made by the Demerged Company shall be made or deemed to have been made and duly complied with by the Demerged Company.
- 12.6 Any actions taken by the Demerged Company to comply with Tax Laws (including payment of Taxes, maintenance of records, payments, returns, Tax filings, etc.) in respect of the Demerged Undertakings on and from the Appointed Date up to the Effective Date shall be considered as adequate compliance by the Demerged Company with such requirements under Tax Laws and such actions shall be deemed to constitute adequate compliance by the Resulting Companies with the relevant obligations under such Tax Laws.
- 12.7 Upon the Scheme becoming effective, all un-availed credits and exemptions, benefit of carried forward losses, unabsorbed depreciation and other statutory benefits, including in respect of income tax (including MAT credit), goods and service tax, cenvat, customs, applicable state value added tax, sales tax, service tax etc. relating to the Demerged Undertakings on or after the Appointed Date which remain unutilized by the Demerged Company shall be available to and vest in the respective Resulting Company, without any further act or deed.
- 12.8 The Board of Directors of the Demerged Company shall be empowered to determine if any specific tax liability or any tax proceeding relates to the Demerged Undertakings and whether the same would be transferred to the respective Resulting Company.
- 12.9 Upon this Scheme becoming effective, the accounts of the Demerged Undertakings as on the Appointed Date shall be reconstructed in accordance with the terms of this Scheme. The respective Resulting Company shall be entitled to revise its income tax returns, TDS returns, and other statutory returns as may be required under respective statutes pertaining to direct taxes or indirect taxes, such as sales-tax, value added tax, excise duties, service tax, etc. Further, any deduction available under Section 80-IA of the Act (i.e. Deductions in respect of profits and gains from industrial undertakings or enterprises engaged in infrastructure development, etc.) to the relevant Demerged Undertaking shall be extended to and be available to the relevant Resulting Company.



SECTION B – ISSUE OF SHARES

13 ISSUE OF SHARES

- 13.1 (i) Upon the coming into effect of this Scheme and in consideration of the demerger of the Demerged Undertaking 1 in the Resulting Company 1 pursuant to this Scheme, the Resulting Company 1 shall, without any further act or deed and without any further payment, issue and allot equity shares (hereinafter also referred to as the **"New Equity Shares of Resulting Company 1"**) at par on a proportionate basis to each member of the Demerged Company, whose name is recorded in the register of members of the Demerged Company as holding shares on the Record Date, in the ratio of 1 equity share of Rs 2 each fully paid up of Resulting Company 1 for every 1 equity shares of Rs 2 each fully paid up held in the Demerged Company; (ii) Upon the coming into effect of this Scheme and in consideration of the demerger of the Demerged Undertaking 2 in the Resulting Company 2 pursuant to this Scheme, the Resulting Company 2 shall, without any further act or deed and without any further payment, issue and allot equity shares (hereinafter also referred to as the **"New Equity Shares of Resulting Company 2"**) at par on a proportionate basis to each member of the Demerged Company, whose name is recorded in the register of members of the Demerged Company as holding shares on the Record Date, in the ratio of 1 equity share of Rs 2 each fully paid up of Resulting Company 2 for every 1 equity shares of Rs 2 each fully paid up held in the Demerged Company;
- 13.2 Cancellation of shares of the Resulting Companies:
- (i) Simultaneous with the issuance and allotment of the equity shares by the Resulting Company 1 in accordance with the Clause 13.1 above, the initial issued and paid up equity share capital of the Resulting Company 1, comprising of 7 equity shares of Rs. 10 each, aggregating to Rs. 70 shall be cancelled.
- (ii) Simultaneous with the issuance and allotment of the equity shares by the Resulting Company 2 in accordance with the Clause 13.1 above, the initial issued and paid up equity share capital of the Resulting Company 2, comprising of 7 equity shares of Rs. 10 each, aggregating to Rs. 70 shall be cancelled.
- 13.3 The exchange ratios have been determined by the Boards of Directors of the Demerged Company and the Resulting Companies based on the valuation report provided by independent registered valuer as per the terms of the present proposed Scheme.
- 13.4 The issue and allotment of new equity shares by Resulting Companies to the members of Demerged Company pursuant to Clause 13.1 above is an integral part of this Scheme.
- 13.5 The approval of this Scheme by the shareholders of Resulting Companies shall be deemed to be due compliance of the provisions of Section 62 and other applicable provisions of the Act, for the issue and allotment of new equity shares by the Resulting Companies to the shareholders of the Demerged Company, as provided in this Scheme.
- 13.6 The New Equity Shares to be issued and allotted in terms hereof will be subject to the Memorandum and Articles of Association of each Resulting Company.
- 13.7 The approval of this Scheme by the shareholders under Sections 230 and 232 of the Act shall be deemed to have the approval under (i) Sections 13, 14 and other applicable provisions of the Act; and (ii) any other consents/permissions as may be required in this regard.
- 13.8 In the event that the Demerged Company, changes its capital structures prior to the Effective Date, either by way of any increase (by issue of equity shares, bonus shares, convertible securities or otherwise), decrease, reduction, reclassification, sub-division, consolidation, or re-organisation in any other manner except as specifically provided in this Scheme itself, which would have the effect of bringing some change to the capital structure of such Demerged Company, the Share Entitlement Ratio and / or number of consideration shares to be issued (as applicable) shall stand modified / adjusted accordingly to take into account the effect of such corporate actions.
- 13.9 Subject to Applicable Laws, the fully paid-up New Equity Shares of Resulting Company 1 and New Equity Shares of Resulting Company 2 that are to be issued in terms of Clause 13.1 shall be issued in dematerialised form, unless a shareholder of the Demerged Company gives a notice to the Demerged Company and the Resulting Companies on or before the Record Date, requesting for issuance of such Equity Shares in physical form. The shareholders of the Demerged Company shall provide such confirmation, information and details as may be required by each Resulting Company to enable it to issue the aforementioned Equity Shares. However, if as of the date of allotment by the respective Resulting Company, the Demerged Company is unable to provide the details of the demat account of any shareholder, subject to applicable law, then such Resulting Company shall allot the



[Handwritten signature]

appropriate number of respective New Shares to such shareholder in physical form. Notwithstanding the above, if as per Applicable Laws, any Resulting Company is not permitted to issue and allot the respective New Equity Shares in physical form, and it has still not received the demat account details of certain shareholders of the Demerged Company, it shall issue and allot such shares in lieu of the respective New Equity Share entitlement of such shareholders, into a demat suspense account, which shall be operated by one of the directors of Resulting Company 1/ Resulting Company 2 (as applicable), duly authorised in this regard, who shall upon receipt of appropriate evidence from such shareholders regarding their entitlement, will transfer from such demat suspense account into the individual demat accounts of such claimant shareholders, such number of shares as may be required in terms of this Scheme.

13.10 Equity shares to be issued by Resulting Company 1/ Resulting Company 2 (as applicable) pursuant to Clause 13.1 in respect of Equity Shares of the shareholders of the Demerged Company which are held in abeyance shall continue to be kept in abeyance by the Resulting Company 1/ Resulting Company 2.

13.11 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Demerged Company, the Board of Directors of the Demerged Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer in the Demerged Company as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor / transferee of the shares in the Demerged Company and in relation to the Equity Shares issued by respective Resulting Company upon the effectiveness of this Scheme. The Board of Directors of the Demerged Company and the Resulting Companies shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new members in the respective Resulting Company on account of difficulties faced in the transition period.

13.12 If the allotment of shares pursuant to this Clause 13.1 will result in any shareholders being issued fractional shares, the Board of the respective Resulting Company shall, at its absolute discretion, decide to take any or a combination of the following actions:

- (a) consolidate all such fractional entitlements and thereupon allot equity shares in lieu thereof to a person/ trustee authorized by the Board of the Resulting Company 1/ Resulting Company 2 (as applicable) in this behalf who shall hold the shares in trust on behalf of the shareholders of the Demerged Company entitled to fractional entitlements with the express understanding that such person shall sell the shares of the Resulting Company 1/ Resulting Company 2 (as applicable) so allotted on the Stock Exchanges at such time or times and at such price or prices and to such person, as such person/trustee deems fit, and shall distribute the net sale proceeds, subject to tax deductions and other expenses been carrying as applicable, to the shareholders of the Demerged Company in proportion to their respective fractional entitlements. In case the number of such new shares to be allotted to a person authorized by the Board of the Resulting Company 1/ Resulting Company 2 (as applicable) by virtue of consolidation of fractional entitlement is a fraction, it shall be rounded off to the next higher integer.
- (b) deal with such fractional entitlements in such other manner as they may deem to be in the best interests of the shareholders of the Demerged Company.

13.13 The Resulting Companies shall apply to all the Stock Exchanges (where the shares of Demerged Company are listed) and SEBI for listing and admission of all the Equity Shares of The Resulting Companies (the New Equity Shares of Resulting Company 1/ New Equity Shares of Resulting Company 2) to trading in terms of SEBI Master Circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021 read with other Applicable Laws (as amended from time to time).

13.14 The New Equity Shares of Resulting Company 1/ New Equity Shares of Resulting Company 2 issued and allotted pursuant to the Scheme shall remain frozen in the depository system until listing/trading permission is given by the Stock Exchanges for the Equity Shares of Resulting Company 1/ Resulting Company 2.

13.15 The Resulting Companies shall, if and to the extent required, apply for and obtain any approvals from the appropriate authorities including the Reserve Bank of India, for the issue and allotment of Equity Shares of the Resulting Companies by to non-resident equity shareholders of the Demerged Company, if any, in terms of the Applicable Laws, including rules and regulations applicable to foreign investment.

14 ACCOUNTING TREATMENT

14.1 Accounting Treatment in the books of Demerged Company

The Demerged Company shall account for the demerger of Demerged Undertakings in accordance with Indian Accounting Standards (Ind AS) notified under Section 133 of the Act, as notified under the Companies (Indian Accounting Standard) Rules, 2015 and generally accepted accounting principles, as may be amended from time to time, in its books of accounts from the Appointed Date, such that:

- (a) All the assets and the liabilities of the Demerged Undertakings as appearing in the books of accounts of the Demerged Company shall stand transferred to and vested in the Resulting Companies pursuant to the Scheme and shall be reduced from the respective book value of assets and liabilities of the Demerged Company.
- (b) The difference, if any, between the book value of assets of the Demerged Undertakings of the Demerged Company transferred to Resulting Companies less the book value of the liabilities of the Demerged Undertakings of the Demerged Company transferred to the Resulting Companies, shall be recognized in equity, and will be adjusted firstly against the amount lying to the credit of the Capital Reserve Account; balance, if any remaining after adjustment of entire credit of Capital Reserve Account, against the amount lying to the credit of the Securities Premium Account; and balance, if any, remaining after adjustment of entire credit balance of the Securities Premium Account, against the amount lying to the credit of the Retained Earnings.

14.2 Accounting treatment in the books of Resulting Company 1/ Resulting Company 2

The Resulting Company 1/ Resulting Company 2 shall account for the demerger of Demerged Undertakings in accordance with Indian Accounting Standards (Ind AS) notified under Section 133 of the Companies Act, 2013, as notified under the Companies (Indian Accounting Standard) Rules, 2015 and generally accepted accounting principles, as may be amended from time to time, in its books of accounts from the Appointed Date, such that:

- (a) All the assets and the liabilities of the Demerged Undertakings as appearing in the books of the Demerged Company shall be accounted in the books of the Resulting Company 1/Resulting Company 2 at book values as appearing in the books of the Demerged Company as on the close of business on the day immediately prior to the Appointed Date. For the avoidance of doubt it is hereby clarified that Resulting Company 1/ Resulting Company 2 shall record the value of the property and the liabilities of the Demerged Undertakings at a value different from the value appearing in the books of account of the Demerged Company, immediately before the demerger, in compliance to the Indian Accounting Standards specified in Annexure to the Companies (Indian Accounting Standards) Rules, 2015, and as amended from time to time.
- (b) The Resulting Company 1/ Resulting Company 2 shall credit its Share Capital Account in its books of account with the aggregate face value of the respective number of New Equity Shares issued to the shareholders of the Demerged Company by it in terms of Clause 13.1 and reduce its Share Capital Account which are reduced and cancelled in terms of Clause 13.2.
- (c) The surplus or deficit, if any, of the value of the assets over the value of the liabilities of the respective Demerged Undertaking acquired pursuant to this Scheme by the Resulting Company 1/ Resulting Company 2, shall, after adjusting for the value of the respective number of New Equity Shares issued by the Resulting Company 1/ Resulting Company 2 to the Shareholders of the Demerged Company, pursuant to this Scheme, shall be credited to the Capital Reserve Account in the books of the Resulting Company 1/ Resulting Company 2.

- 14.3 The utilization of the Securities Premium Account of the Demerged Company pursuant to Clause 14.1 above, being consequential in nature, is proposed to be affected as an integral part of the Scheme. The order of the NCLT sanctioning the Scheme shall in view of explanation to Section 66 of the Act be sufficient and no separate order under Section 66 is required. Accordingly, the Demerged Company shall not be required to separately comply with Section 52 read with Section 66 or any other provision of the Act with respect to this corporate action.



SECTION C - OTHER PROVISIONS

GENERAL TERMS & CONDITIONS

15 APPOINTED DATE

The Appointed Date shall be deemed to be the 'acquisition date' for all purposes, including for the purposes of accounts of Demerged Company/ Resulting Companies.

16 APPLICATION TO THE NCLT

The Demerged Company and the Resulting Companies shall, with all reasonable dispatch, make necessary applications/petitions under sections 230 to 232 of the Act and other applicable provisions of the Act to the NCLT for seeking sanction of this Scheme.

17 ALTERATION OF THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE RESULTING COMPANIES

Increase in authorized Share Capital of the Resulting Company 1

- a) As an integral part of Scheme, and, upon coming into effect of the Scheme, the authorized share capital of Resulting Company 1 shall stand suitably increased, without any further act, instrument or deed on the part of the Resulting Company 1 for the purpose of issue of shares as per Clause 13.1, as on the Effective Date such that upon the effectiveness of the Scheme, the authorised share capital of the Resulting Company 1 shall be Rs. 55,00,00,000 (Rupees Fifty Five Crores) divided into 27,50,00,000 (Twenty Seven Crore Fifty Lakhs) equity shares of Rs. 2 (Rupees Two) each. Clause 5 of the memorandum of association of the Resulting Company 1 shall be altered as set out below, upon coming into effect of the Scheme and without any further act or deed:

"Clause 5. The Authorized Share Capital of the Company is Rs 55,00,00,000 (Rupees Fifty Five Crores) divided into 27,50,00,000 (Twenty Seven Crore Fifty Lakhs) equity shares of Rs. 2 (Rupees Two) each"

- b) As an integral part of the Scheme, and upon coming into effect of the Scheme, the articles of association of the Resulting Company 1 shall stand amended and reinstated to replicate the articles of a listed company and in such form as the Board of the Resulting Company 1 may determine.

Increase in authorized Share Capital of the Resulting Company 2

- a) As an integral part of Scheme, and, upon coming into effect of the Scheme, the authorized share capital of Resulting Company 2 shall stand suitably increased, without any further act, instrument or deed on the part of the Resulting Company 2 for the purpose of issue of shares as per Clause 13.1, as on the Effective Date such that upon the effectiveness of the Scheme, the authorised share capital of the Resulting Company 2 shall be Rs. 55,00,00,000 (Rupees Fifty Five Crores) divided into 27,50,00,000 (Twenty Seven Crore Fifty Lakhs) equity shares of Rs. 2 (Rupees Two) each. Clause 5 of the memorandum of association of the Resulting Company 2 shall be altered as set out below, upon coming into effect of the Scheme and without any further act or deed:

"Clause 5. The Authorized Share Capital of the Company is Rs. 55,00,00,000 (Rupees Fifty Five Crores) divided into 27,50,00,000 (Twenty Seven Crores Fifty Lakhs) equity shares of Rs. 2 (Rupees Two) each"

- b) As an integral part of the Scheme, and upon coming into effect of the Scheme, the articles of association of the Resulting Company 2 shall stand amended and reinstated to replicate the articles of a listed company and in such form as the Board of the Resulting Company 2 may determine.

18 MODIFICATION OR AMENDMENTS TO THE SCHEME

- 18.1 Subject to approval of NCLT, the shareholders of Demerged Company/ Resulting Companies, empower their respective Boards of Directors or by a person authorized by the Boards of Directors, may assent to/make and/or consent to any modifications/amendments of any kind to the Scheme or to any conditions or limitations that the NCLT, as the case may be, as applicable and/or any other authority under law may deem fit to direct or impose, or which may otherwise be considered necessary, desirable or appropriate as a result of subsequent events, and the Demerged Company/ Resulting Companies through their Board of Directors are hereby authorized to take such steps and do all such acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and resolve any doubts, difficulties or questions whether by reason of any orders of the NCLT or of any directive or orders of any other authorities or otherwise howsoever arising out of, under or virtue of this Scheme and/or any matters concerning or connected therewith.

- 18.2 If any provision of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the respective Boards of Directors of Demerged Company/ Resulting Companies, affect the adoption or validity or interpretation of the other parts and/or provisions of this Scheme.



✓

19 CONDITIONALITY OF THE SCHEME

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

- 19.1 The requisite consents, no-objections and approvals of the Stock Exchanges and SEBI to the Scheme in terms of the SEBI Circular, on terms acceptable to Demerged Company/ Resulting Companies.
- 19.2 The approval of the Scheme by the respective requisite majorities in number and value of the shareholders of the Demerged Company/ Resulting Companies in accordance with section 230 to 232 of the Act;
- 19.3 The Demerged Company/ Resulting Companies (as the case may be) complying with other provisions of the SEBI Circular, including seeking approval of the shareholders of the Demerged Company through e-voting.
- 19.4 The Scheme being sanctioned by the NCLT in terms of Sections 230 to 232 and other relevant provisions of the Act; and
- 19.5 Certified copies of the orders of the NCLT sanctioning this Scheme being filed with the relevant Registrar of Companies by Demerged Company/ Resulting Companies as per the provisions of the Act.

20 EFFECT OF NON-RECEIPT OF APPROVALS/SANCTIONS

- 20.1 In the event any of the said sanctions and approvals referred to in Clause 19 are not obtained, and/ or complied with, and/or satisfied, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law.
- 20.2 In the event of revocation under Clause 20.1, no rights and liabilities whatsoever shall accrue to or be incurred inter se to Demerged Company/ Resulting Companies or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or in accordance with Applicable Law and in such case, each company shall bear its own costs unless otherwise mutually agreed.
- 20.3 The Board of Directors of the Demerged Company/ Resulting Companies shall be entitled to withdraw this Scheme prior to the Effective Date for any reason (s) including, but not limited to, in case any condition or alteration imposed by the NCLT or any other authority is not on terms acceptable to them.

21 WHEN THE SCHEME COMES INTO OPERATION

- 21.1 It is clarified that the Scheme shall come into operation from the Appointed Date and shall become effective on and from the Effective Date in terms of the Scheme.
- 21.2 The Demerged Company/ Resulting Companies shall carry on and shall be authorized to carry on, with effect from the Effective Date, the business pertaining to the Demerged Company (to the extent of Remaining Business)/ Resulting Companies (to the extent of the Demerged Undertakings) respectively. The Demerged Company/ Resulting Companies are and shall always be deemed to have been authorized to execute any pleadings, applications, forms as may be required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of the Scheme.
- 21.3 The Demerged Company/ Resulting Companies shall be entitled to, amongst others, file / or revise its income tax returns, TDS/TCS returns, excise duty returns, GST returns, entry tax, cess, professional tax or any other statutory returns, if required, credit for advance tax paid, tax deducted at source, claim for sum prescribed under section 43B of the Income Tax Act on payment basis, claim for deduction of provisions written back by the Demerged Company/ Resulting Companies previously disallowed in the hands of the Demerged Company/ Resulting Companies (relating to the Business Divisions) respectively under the Income Tax Act, credit of foreign taxes paid / withheld, if any, pertaining to Demerged Company/ Resulting Companies (relating to the Business Divisions) as may be required consequent to implementation of this Scheme and where necessary to give effect to this Scheme, even if the prescribed time limits for filing or revising such returns have lapsed without incurring any liability on account of interest, penalty or any other sum.



✓

22 DIVIDENDS

- 22.1 The Demerged Company/ Resulting Companies shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period after the Appointed Date and prior to the Effective Date.
- 22.2 The holders of the shares of the Demerged Company/ Resulting Companies shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective articles of association including the right to receive dividends.
- 22.3 It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any member of the Demerged Company/ Resulting Companies to demand or claim any dividends which, subject to the provisions of the said Act, shall be entirely at the discretion of the respective Boards of Directors of the Demerged Company/ Resulting Companies and subject to the approval of the shareholders of the Demerged Company/ Resulting Companies respectively, if applicable.

23 COSTS, CHARGES AND EXPENSES

All past, present and future costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Demerged Company/ Resulting Companies, arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto, shall be borne by the resulting Company and such expenses shall be entitled to be amortized in terms of Applicable Laws.

24 BINDING EFFECT

Upon this Scheme becoming effective it shall be binding on the Demerged Company and Resulting Companies and, their respective shareholders, creditors and all other stakeholders.



**Certified True Copy
For Allcargo Logistics Limited**

**Devanand Mojindra
Company Secretary**

Annexure A

List of CFS assets & liabilities being moved from Demerged Company to Resulting Company 1

Particulars
<u>Assets</u>
Unamortised lease premium pertaining to CFS JNPT1
Building at CFS JNPT1
Building at CFS Mundra
Building at CFS Kolkata
Right of use of the assets recognised under Ind AS for CFS Mundra
Right of use of the assets recognised under Ind AS for CFS kolkata
Leasehold improvements
Plant and machinery
Heavy equipments (Forklifts, stackers, trailers etc.)
Other vehicles
Office equipments
Computers
Furniture, fixtures and fittings
Softwares
Loans and advances
Other financials assets
MAT Credit entitlement transferred from Allcargo Logistics Ltd Demerged Co.
Inventories
Trade receivables
Cash and bank
Contract asset recognised under Ind AS
Other current assets (excluding Input tax credits)
<u>Liabilities</u>
Lease liabilities recognised under Ind AS for CFS Mundra
Lease liabilities recognised under Ind AS for CFS Kolkata
Trade and other payables
Contract liabilities recognised under Ind AS
Other current liabilities
Others

List of Investments in Joint ventures and Subsidiaries being moved from Demerged Company to Resulting Company 1

Particulars
Investments in shares of Transnepal Freight services Pvt Ltd
Investments in shares of Allcargo Logistics Park Pvt Ltd



Annexure B

List of assets and liabilities of Equipment hiring division as well as Warehousing & Logistics parks being moved from Demerged Company to Resulting Company 2

Particulars
<u>Assets pertaining to Equipment hiring and leasing division</u>
Leasehold land of Equipment Panvel office
Equipment Office and R&D Centre at Panvel
Plant & machinery
CWIP Plant and machinery
Heavy equipments (Cranes, forklifts, Stackers and trailers)
CWIP heavy equipments
Other Vehicles
Office equipments
Computers
Furniture, fixtures and fittings
Right of use of the assets recognised under Ind AS
Computer Softwares
CWIP Software
Loans and other advances
Other financial assets
Trade receivables
Other assets (excluding Input tax credits)
Contract asset recognised under Ind AS
Bank OD
Stores and speared inventories
<u>Liabilities pertaining to Equipment hiring and leasing division</u>
Lease liabilities recognised under Ind AS
Trade and other payables
Contract liabilities recognised under Ind AS
Other liabilities

Particulars
<u>Assets pertaining to Warehousing and Logistics park</u>
Malur Freehold land
Khopta, Uran Freehold land
Khopta warehouse building
Plant and machinery
Fixtures and fittings
Computers
Other financial assets
Other assets excluding financial assets
Loans and advances
Cash and bank
Contract asset recognised under Ind AS
<u>Liabilities pertaining to Warehousing and Logistics park</u>
Borrowings (including allocated from Demerged Co.)
Other financial liabilities
Trade and other payables
Other liabilities



List of Investments in subsidiaries and other companies being moved from Demerged Company to Resulting Company 2

Particulars
Investments in Malur Logistics and Industrial Parks Pvt.Ltd.(equity)
Investments in Venkatapura Logistics and Industrial Parks Pvt. Ltd.(equity)
Investments in Kalina Warehousing Pvt Ltd (equity)
Investments in Panvel Warehousing Pvt Ltd (equity)
Investments in Allcargo Logistics & Industrial Park Pvt.Ltd. (equity)
Investments in Madanahatti Logistics and Industrial Parks Pvt.Ltd.(equity)
Investments in Allcargo Multimodal Pvt Ltd (equity)
Investments in Allcargo Inland Park Pvt Ltd (equity)
Investments in Koproli Warehousing Pvt. Ltd. (equity) (less than Rs 1 lakhs) (Rs 20)
Investments in Bhiwandi multimodal Pvt Ltd (equity) (less than Rs 1 lakhs) (Rs 20)
Investments in Allcargo warehousing Management Pvt. Ltd.(equity) (less than Rs 1 lakhs) (Rs 20)
Investments to Marasandra Logistics & Industrial Parks Pvt Ltd (equity) (less than Rs 1 lakhs) (Rs 20)
Investments in Avvashya Projects Pvt. Ltd. (equity) (less than Rs 1 lakhs) (Rs 20)
Investments in Avvashya Inland Park Pvt Ltd (equity) (less than Rs 1 lakhs) (Rs 20)
Investments in Panvel industrial parks Pvt Ltd. (equity) (less than Rs 1 lakhs) (Rs 20)
Investments in dankuni Industrial parks Pvt.Ltd. (equity) (less than Rs 1 lakhs) (Rs 20)
Investments in hoskote Warehousing Pvt. Ltd. (equity) (less than Rs 1 lakhs) (Rs 20)
Investments in Jhajjar Warehousing Pvt Ltd. (equity) (less than Rs 1 lakhs) (Rs 20)
Investments in Malur Logistics and Industrial Parks Pvt.Ltd.(Optionally Convertible Debentures - B series)
Investments in Venkatapura Logistics and Industrial Parks Pvt. Ltd.(Optionally Convertible Debentures - B series)
Investments in Kalina Warehousing Pvt Ltd.(Optionally Convertible Debentures - B series)
Investments in Panvel Warehousing Pvt Ltd.(Optionally Convertible Debentures - B series)
Investments in Allcargo Logistics & Industrial Park Pvt.Ltd. (Optionally Convertible Debentures - B series)
Investments in Madanahatti Logistics and Industrial Parks Pvt.Ltd.(Optionally Convertible Debentures - B series)
Investments in Allcargo Multimodal (Optionally Convertible Debentures - B series)
Investments in Allcargo Inland Park Pvt Ltd(Optionally Convertible Debentures - B series)
Loans and advances given to aforesaid companies including interest receivable due thereon as well as Interest receivable on Optionally Convertible Debentures B Series



✓

Schedule I**Demerged undertaking 1 assets not being moved to Resulting Co.1**

Particulars
Freehold Land (CFS Chennai)
Building (CFS Chennai)
Freehold Land (CFS Annex)
Building (CFS Annex)

Schedule II List of common assets of Demerged Co. being moved to Resulting Co.1

Particulars
Softwares and Servers which is for common usage

Schedule III**Demerged Undertaking 1 assets being moved to Resulting Co.2**

Particulars
Freehold Land (CFS Chennai)
Building (CFS Chennai)
Freehold Land (CFS Annex)
Building (CFS Annex)

Schedule IV**List of common assets of Demerged Co. being moved to Resulting Co.2**

Particulars
6th floor A & B wing of Avvashya House (Kalina)
Nagpur land
Softwares and Servers which is for common usage



Verified True Copy
of Allcargo Logistics Limited


Devanand Mojindra
Company Secretary