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FINANCIAL EXPRESS

राष्ट्रीय कंपनी कायदा न्यायाधिकरण
मुंबई खंडपीठ, मुंबई यांच्यासमोर
कंपनी अर्ज (सीएए) क्र. १३५७/एमबी-१/२०१९
संबंधित
कंपनी याचिका (सीएए) क्र. १५८/एमबी-१/२०२०

खालील विषयांतर्गत

कंपनी कायदा, २०१३ मधील कलम २३०-२३२ व त्यासोबत कंपनी (समजोते, व्यवस्था आणि विलीनीकरण) नियम १६(२), २०१६ यांच्या सहवाचनांतर्गत आणि

खालील विषयांतर्गत

फास्ट ट्रॅक डायग्नोस्टिक्स एशिया प्रायव्हेट लिमिटेड

ज्याचे नोंदणीकृत कार्यालय ४था मजला, अवंता बिझिनेस सेंटर, द स्टेट्समन हाऊस, बाराखंबा रोड, कर्नाटप्लेस, नवी दिल्ली - ११०००९ येथे आहे.

...(हस्तांतरण करणारी कंपनी/विगार-याचिकाकर्ता कंपनी)

आणि

सीमेन्स हेल्थकेअर प्रायव्हेट लिमिटेड

जिचे नोंदणीकृत कार्यालय

युनिट क्र. ९ए, ९वा मजला, नॉर्थ टॉवर, गोदरेज वन, पिरोजशाहनगर, पूर्व द्रुतगती महामार्ग, विक्रोली पूर्व, मुंबई - ४०००७९ येथे आहे.

...(हस्तांतरित होणारी कंपनी/याचिकाकर्ता कंपनी)

याचिके संबंधी सूचना

कंपनी कायदा, २०१३ मधील कलम २३०-२३२ आणि लागू असलेल्या इतर तरतुदींच्या अंतर्गत, सीमेन्स हेल्थकेअर प्रायव्हेट लिमिटेड (हस्तांतरित होणारी कंपनी) यांनी विलीनीकरणाच्या योजनेस मंजुरी प्राप्त करण्यासाठी याचिका दाखल केली होती आणि ती सादर केल्यानंतर दिनांक २७ जुलै २०२० रोजी सुनावणीस घेतली गेली आणि ही याचिका माननीय राष्ट्रीय कंपनी कायदा न्यायाधिकरणाच्या मुंबई खंडपीठासमोर सुनावणीसाठी दिनांक ०३ सप्टेंबर २०२० रोजी निश्चित केली गेली आहे. या याचिकेला समर्थन देण्याची किंवा विरोध करण्याची इच्छा असणाऱ्या कोणत्याही व्यक्तीने त्यांच्या इच्छेसंबंधीची सूचना याचिकाकर्त्याच्या बकिलांकडे स्वतः सही करून किंवा त्यांच्या बकिलांच्या सहीनिशी, त्यांच्या नावासह व पत्त्यासह याचिकाकर्त्याच्या बकिलांकडे सुनावणीसाठी निश्चित करण्यात आलेल्या तारखेपूर्वी किमान २ (दोन) दिवस आधी पोहोचेल अशा वेळाने पाठवावी. त्यांची इच्छा जर याचिकेला विरोध करण्याची असेल, तर विरोध करण्याची कारणे किंवा प्रतिज्ञापत्राची प्रत अशा सूचनेसोबत सादर केली पाहिजे. याचिकेची प्रत कोणाली व्यक्तीस हवी असल्यास त्यासाठीचे विहितमुल्य भरल्यानंतर खाली सही करणाऱ्यांकडून दिली जाईल.

दिनांक : २१ ऑगस्ट २०२०

ठिकाण : मुंबई

हस्ता/-

सुमनकुमार झा/अफनान सिद्दीकी

याचिकाकर्त्या कंपनीचे वकील,

कॉर्पोरेट प्रोफेशनल्स

ॲडव्होकेट्स ॲंड ॲडव्होकेट्स

डी-२८, साऊथ एक्सटेंशन - १,

नवी दिल्ली - ११००४९

मोबाईल : ९७९६४०६२०७

सीमेन्स हेल्थकेअर प्रायव्हेट लिमिटेड

CIN: U74999MH2015PTC264859

नोंदणीकृत कार्यालय: युनिट क्र. ९ए, ९वा मजला, नॉर्थ टॉवर, गोदरेज वन,

पिरोजशाहनगर, पूर्व द्रुतगती महामार्ग, विक्रोली पूर्व, मुंबई - ४०००७९

दूरध्वनी: +९१ २२ ३३७००६००

संकेतस्थळ: www.siemens.co.in/healthineers

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, AT MUMBAI
COMPANY PETITION (CAA) NO.958/MB-I/2020
CONNECTED WITH
COMPANY APPLICATION (CAA) No. 1357/MB-I/2019

IN THE MATTER OF :

Section 230- 232 of the Companies Act, 2013 read along with Rule 16 (2) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.

AND

IN THE MATTER OF :

Fast Track Diagnostics Asia Private Limited

Having its Registered Office at

4th Floor, Avanta Business Centre,
The Statesman House, Barakhamba Road,
Connaught Place, New Delhi - 110001

...(Transferor Company / Non-petitioner Company)

AND

Siemens Healthcare Private Limited

Having its Registered Office at

Unit No.9A, 9th Floor, North Tower Godrej One,
Pirojshanagar, Eastern Express Highway,
Vikhroli East, Mumbai - 400079

...(Transferee Company / Petitioner Company)

NOTICE OF PETITION

Petition under Section 230-232 and other applicable provisions of the Companies Act, 2013 for obtaining sanction to the Scheme of Amalgamation was presented by Siemens Healthcare Private Limited (Transferee Company) and upon presentation came up for hearing on 27th July, 2020 and the petition is fixed for hearing before Hon'ble National Company Law Tribunal, at Mumbai Bench on 03rd September, 2020. Any Person desirous of supporting or opposing the said petition shall send to the Petitioners' Advocate, notice of his intention, signed by him or his Advocate, with his name and address, so as to reach the Petitioners' Advocate not later than 2 (Two) days before the date fixed for hearing of the Petition, where he seeks to oppose the Petition, the grounds of opposition or a copy of the affidavit shall be furnished with such notice. A copy of the Petition shall be furnished by the undersigned to any person requiring the same on payment of prescribed charges for the same.

Date : 21st August, 2020

Place : Mumbai

Sd/-

Suman Kumar Jha / Afnaan Siddiqui

Counsel for Petitioner Company

Corporate Professionals

Advisors & Advocates

D-28, South Extension-I,

New Delhi - 110049

Mob: 9716406207

Siemens Healthcare Private Limited

CIN: U74999MH2015PTC264859

Regd. Office: Unit No. 9A, 9th Floor,

North Tower, Godrej One, Pirojshanagar

Eastern Express Highway, Vikhroli East, Mumbai - 400 079

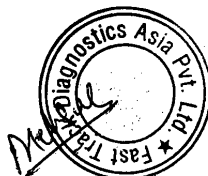
Tel.: +91 22 33700600

Website: www.siemens.co.in/healthineers

**SCHEME OF ARRANGEMENT FOR AMALGAMATION
BETWEEN
FAST TRACK DIAGNOSTICS ASIA PRIVATE LIMITED
(TRANSFEROR COMPANY)
AND
SIEMENS HEALTHCARE PRIVATE LIMITED
(TRANSFeree COMPANY)
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

**FOR AMALGAMATION OF
FAST TRACK DIAGNOSTICS ASIA PRIVATE LIMITED
(TRANSFEROR COMPANY)
AND
SIEMENS HEALTHCARE PRIVATE LIMITED
(TRANSFeree COMPANY)**

**UNDER THE PROVISIONS OF SECTION 230 – 232
OF THE COMPANIES ACT, 2013**



Parts of the Scheme:

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1. **Part I** – This part of Scheme contains Definitions, Capital Structure of the Transferor Company and Transferee Company.
2. **Part II** – This part of Scheme deals with Amalgamation of the Transferor Company with the Transferee Company in accordance with the Section 230 – 232 of the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.
3. **Part III** - This part of Scheme deals with the Accounting Methodology adopted for the Amalgamation.
4. **Part IV** - This part of Scheme contains other terms and conditions applicable to the Scheme.



SCHEME OF ARRANGEMENT FOR AMALGAMATION
BETWEEN
FAST TRACK DIAGNOSTICS ASIA PRIVATE LIMITED
(TRANSFEROR COMPANY)
AND
SIEMENS HEALTHCARE PRIVATE LIMITED
(TRANSFeree COMPANY)
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

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PREAMBLE AND OBJECTIVES

A. An overview of Scheme of Arrangement

- This Scheme of Arrangement is presented under the provisions of Section 230-232 of the Companies Act, 2013 before the National Company Law Tribunal, of relevant jurisdiction for Amalgamation of Fast Track Diagnostics Asia Private Limited ("Transferor Company") with Siemens Healthcare Private Limited ("Transferee Company").
- The Transferor Company is wholly owned subsidiary of Transferee Company hence, in consideration Transferee Company will not issue any shares under the Scheme of Arrangement of Amalgamation. The existing holding of Transferee Company in Transferor Company will be cancelled pursuant to the Scheme of Arrangement.
- In addition, this Scheme of Arrangement also provides for various other matters consequential or otherwise integrally connected herewith.

B. Background and Description of Companies

1. **Fast Track Diagnostics Asia Private Limited or FTDAPL or Transferor Company** bearing CIN U74900DL2013FTC305274 was incorporated on June 11, 2013 in accordance with the provisions of the Companies Act, 1956. The registered office of the Transferor Company is situated at 4th Floor, Avanta Business Centre, The Statesman House, Barakhambha Road, Connaught Place, New Delhi-110001. The Transferor Company is specialised in design, development and manufacturing of infectious disease detection kits.

The Transferor Company is a wholly owned subsidiary of Transferee Company.

2. **Siemens Healthcare Private Limited or SHPL or Transferee Company** bearing CIN U74999MH2015PTC264859 was incorporated on May 26, 2015 in accordance with the provisions of Companies Act, 1956. The registered office of the Transferee Company is situated at Unit No.9A, 9th Floor, North Tower, Godrej One, Pirojshanagar, Eastern Express Highway, Vikhroli (E), Mumbai - 400079. The Transferee Company is engaged in providing services in the areas of diagnostic and therapeutic imaging, laboratory diagnostics and molecular medicine, as well as digital health and enterprise services.

The Transferee Company holds entire shares of the Transferor Company.



C. OBJECTS AND RATIONALE FOR THE SCHEME

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- The Transferor and the Transferee Company are engaged in the similar nature of business. The Transferor Company is wholly owned subsidiary of Transferee Company and managed by same set of management, hence, after consolidation of both the companies in a single entity, management would be able to effectively manage the Transferor Company and Transferee Company as a single entity, which will provide several benefits including streamlined group structure by reducing the number of legal entities engaged in similar nature of business, reducing the multiplicity of legal and regulatory compliances, rationalizing costs.
- The independent operations of the Transferor Company and Transferee Company leads to incurrence of significant costs and the amalgamation would enable economies of scale by attaining critical mass and achieving cost saving. The amalgamation will thus eliminate a multi-layered structure and reduce managerial overlaps, which are necessarily involved in running multiple entities and also prevent cost duplication that can erode financial efficiencies of a holding structure and the resultant operations would be substantially cost-efficient. This Scheme would result in simplified corporate structure of both companies and their businesses, thereby leading to more efficient utilization of capital and creation of a consolidated base for future growth of the Transferee Company.
- The amalgamation will contribute in furthering and fulfilling the objectives and business strategies of both the companies thereby accelerating growth, expansion and development of the respective businesses through the Transferee Company. The amalgamation will thus enable further expansion of the Transferee Company and provide a strong and focused base to undertake the business more advantageously. Further, this arrangement would bring concentrated management focus, integration, streamlining of the management structure, seamless implementation of policy changes and shall also help enhance the efficiency and control of the Transferor Company and Transferee Company.
- The synergies created by Scheme of Arrangement would increase operational efficiency and integrate business functions.
- The proposed arrangement will provide greater integration and flexibility to the Transferee Company and strengthen its position in the industry, in terms of the asset base, revenues and service range.
- The other benefits the proposed amalgamation include:
 - (a) Optimum and efficient utilization and rationalization of capital, resources, assets and facilities;
 - (b) Enhancement of competitive strengths including financial resources;
 - (c) Obtaining synergy benefits;
 - (d) Better management and focus on growing the businesses;
 - (e) Reduction of overheads, administrative, managerial and other expenditure.
 - (f) Simplify shareholding structure and reduce shareholding tiers.



- D. Due to the aforesaid reasons, it is considered desirable and expedient to amalgamate Transferor Company with Transferee Company in accordance with this Scheme.
- E. The amalgamation of the Transferor Company with the Transferee Company, pursuant to and in accordance with this Scheme, under Section 230- 232 and other relevant provisions of the Companies Act, 2013 and Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 , shall take place with effect from the Appointed Date and shall be in compliance with Section 2(1B) of the Income Tax Act, 1961.



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PART-I
DEFINITIONS AND SHARE CAPITAL

1. Definitions

In this Scheme, unless repugnant to the subject or context or meaning thereof, the following expressions shall have the same meanings as set out herein below:

- 1.1. **"Act"**: means the Companies Act, 2013, or the Companies Act, 1956 (to the extent applicable) and will include any statutory modifications, re-enactments or amendments thereof.
- 1.2. **"Appointed Date"**: means April 01, 2019 the date with effect from which this scheme shall come into effect or such other date(s) as may be fixed or approved by the Central Government or Tribunal or any other competent authority.
- 1.3. **"Applicable Law"** includes all applicable statutes, enactments, acts of legislature or Parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any government, statutory authority, Tribunal, Board, Court of India or any other country or jurisdiction as applicable.
- 1.4. **"Board" or "Board of Directors"**: in relation to the Transferor Company and Transferee Company, as the case may be, means the board of directors of such company, and shall include a committee of directors, if any constituted or appointed and authorized to take any decision for the implementation of this scheme on behalf of such Board of Directors.
- 1.5. **"Effective Date"**: means the date on which the certified copy of the order(s) of the Hon'ble National Company Law Tribunal of relevant jurisdiction under Section 230- 232 of the Act sanctioning the Scheme, is filed with the Registrar of Companies.

Any references in this Scheme to the words *"upon the Scheme becoming effective"* or *"effectiveness of this Scheme"* or *"date of coming into effect of the Scheme"* or *"Scheme coming into effect"* shall mean the Effective Date.
- 1.6. **"Equity Share(s)"** means the equity shares of the Transferor Company or Transferee Company, as the case may be.
- 1.7. **"IT Act"** means the Income Tax Act, 1961 and any other statutory modifications, amendments, restatements or re-enactments thereof, from time to time and to the extent in force.
- 1.8. **"NCLT" or "National Company Law Tribunal"** means the National Company Law Tribunal, New Delhi Bench, or National Company Law Tribunal, Mumbai Bench or National Company Law Tribunal of Relevant Jurisdiction or any other appropriate forum, or authority empowered to approve the Scheme as per the law for the time being in force.
- 1.9. **"Official Liquidator" or "OL"**: means Official Liquidator having jurisdiction over the Transferor Company and Transferee Company.
- 1.10. **"Record Date"**: means date fixed by the Board of Directors or a committee thereof of the Transferee Company for the purpose of determining the members of Transferor Company and the Transferee Company approving the scheme of Amalgamation.
- 1.11. **"Regional Director"**: means the Regional Director (Northern Region), Ministry of Corporate Affairs / Regional Director (Western Region), Ministry of Corporate Affairs having jurisdiction over the Transferor Company and Transferee Company respectively.
- 1.12. **"Registrar of Companies" or "RoC"**: means the Registrar of Companies of Relevant Jurisdiction .



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- 1.13. **"Rules":** means the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.
- 1.14. **"Scheme" or "Scheme of Amalgamation":** means this Scheme of Arrangement for Amalgamation of Fast Track Diagnostics Asia Private Limited ("Transferor Company") with Siemens Healthcare Private Limited ("Transferee Company") under Section 230 -232 of the Companies Act, 2013 as approved by the Board of Directors of both the Companies in its present form and with any modifications and amendment as may be made from time to time and with appropriate approvals of NCLT of relevant jurisdictions and other relevant regulatory authorities as may be required under Companies Act, 2013 as applicable and all other applicable laws.

2. Date of Effect and Operative Date.

The Scheme setout herein in its present form or with any modification(s), if any made as per Clause 3 of Part – IV of this Scheme shall be effective from the Appointed Date but shall come into force from the Effective Date. However, if the Indian Accounting Standard 103 require the merger to be accounted retrospectively (including for periods prior to the appointed date) in the financial statements, the same will be carried out in the financial statements, for accounting purpose, to be compliant with the accounting standards. For regulatory and tax purposes, merger would have been deemed to be effective from the Appointed Date of this scheme.

3. CAPITAL STRUCTURE:

The Capital Structure of Transferee Company and Transferor Company as on March 25, 2019 and immediately before implementation of the scheme are as under:

3.1. As on March 25 2019, the share capital of the Transferee Company was as under:

Particulars	Amount (Rs.)
Authorized Share Capital	
18,000,000 Equity Shares of Rs. 10/-each	180,000,000.00
Issued, Subscribed and Paid-Up Share Capital	
1,77,41,118 Equity Shares of Rs. 10/-each	17,74,11,180.00
Total	17,74,1,180.00

3.2. As on March 25, 2019, the share capital of Transferor Company was as under:

Particulars	Amount (Rs.)
Authorized Share Capital	
3,00,000 Equity Shares of Rs. 10/-each	30,00,000.00
Issued, Subscribed and Paid up Share Capital	
1,19,554 Equity Shares of Rs. 10/-each fully paid up	11,95,540.00
Total	11,95,540.00



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PART-II
AMALGAMATION, TRANSFER & VESTING OF UNDERTAKING

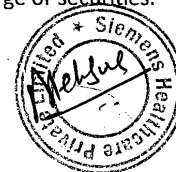
1. With effect from the Appointed Date and upon the Scheme becoming effective, the entire business and the whole of the undertaking(s), properties and liabilities of Transferor Company shall, in terms of Section 230 - 232 and applicable provisions, if any, of the Companies Act 2013, and pursuant to the orders of the National Company Law Tribunal or other appropriate authority or forum, if any, sanctioning the Scheme, without any further act, instrument, deed, matter or thing, stand transferred and vested in and/ or deemed to be transferred to and vested in Transferee Company as a going concern so as to become the undertaking(s), properties and liabilities of Transferee Company.
2. With effect from the Appointed Date and upon the Scheme becoming effective, the entire business and undertaking of Transferor Company shall stand transferred to and be vested in Transferee Company without any further deed or act, together with all their properties, assets, rights, benefits and interest therein, subject to existing charges thereon in favour of banks and financial institutions, as the case may be, in the following manner:

3. TRANSFER OF ASSETS

- 3.1 With effect from the Appointed Date and upon the Scheme becoming effective all memberships, licenses, franchises, rights, privileges, permits, quotas, rights, entitlements, allotments, approvals, consents, concessions, trade mark licenses including application for registration of trade mark, patents, copyrights and their right to use available to Transferor Company as on appointed date or any which may be taken after the appointed date but till the effective date, shall get transferred to Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.
- 3.2 With effect from the Appointed Date and upon the Scheme becoming effective all the assets of Transferor Company as are movable in nature including, but not limited to, stock of goods, raw materials available in the market/ depots/ Godown/factories, sundry debtors, plants and equipments, outstanding loans and advances, insurance claims, advance tax, Minimum Alternate Tax (MAT) set-off rights, pre-paid taxes, levies/liabilities, CENVAT/VAT, GST credits if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, Semi-Government, local and other authorities and bodies, customers and other persons or any other assets otherwise capable of transfer by physical delivery would get transferred by physical delivery only and all others assets would get transferred by endorsement and delivery by vesting and recordable pursuant to this Scheme, shall stand vested in Transferee Company, and shall become the property and an integral part of Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.
- 3.3 With effect from the Appointed Date and upon the Scheme becoming effective all incorporeal properties of Transferor Company as on Appointed Date or any which may be taken after the Appointed Date but till the Effective Date, shall get transferred to Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.



- 3.4 With effect from the Appointed Date and upon the Scheme becoming effective, all immovable properties including but not limited to land and buildings or any other immovable properties of Transferor Company, whether freehold or leasehold, and any documents of title, rights and easements in relation thereto shall stand transferred to and be vested in Transferee Company, without any further instrument, deed or act or payment of any further fee, charge or securities either by the Transferor Company or Transferee Company.
- 3.5 With effect from the Appointed Date, Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay ground rent, taxes and fulfill obligations, in relation to or applicable to such immovable properties. The mutation/substitution of the title to the immovable properties shall be made and duly recorded in the name of Transferee Company by the appropriate authorities pursuant to the sanction of the Scheme by the National Company Law Tribunal and the Scheme becoming effective in accordance with the terms hereof.
- 3.6 With effect from the Appointed Date and upon the Scheme becoming effective, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to Transferor Company to which the Transferor Company are the party or to the benefit of which Transferor Company may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect against or in favor of Transferee Company and may be enforced as fully and effectually as if, instead of Transferor Company, Transferee Company had been a party or beneficiary or obligee thereto.
- 3.7 With effect from the appointed date and upon the Scheme becoming effective, all permits, quotas, rights, entitlements, licenses including those relating to trademarks, tenancies, patents, copyrights, privileges, software, powers, facilities of every kind and description of whatsoever nature in relation to Transferor Company to which Transferor Company is the party or to the benefit of which Transferor Company may be eligible and which are subsisting or having effect immediately before the effective date, shall be enforceable as fully and effectually as if, instead of Transferor Company, Transferee Company had been a party or beneficiary or obligee thereto.
- 3.8 With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, no-objection certificates, permissions or approvals or consents required to carry on operations of Transferor Company or granted to Transferor Company shall stand vested in or transferred to Transferee Company without further act or deed, and shall be appropriately transferred or assigned by the statutory authorities concerned therewith in favor of Transferee Company upon the vesting of Transferor Company Businesses and Undertakings pursuant to this Scheme. The benefit of all statutory and regulatory permissions, licenses, approvals and consents including the statutory licenses, permissions or approvals or consents required to carry on the operations of Transferor Company shall vest in and become available to Transferee Company pursuant to this scheme.
- 3.9 With effect from the Appointed Date and upon the Scheme becoming effective, all motor vehicles of any description whatsoever of Transferor Company shall stand transferred to and be vested in the Transferee Company, and the appropriate Governmental and Registration Authorities shall substitute the name of Transferee Company in place of Transferor Company, without any further instrument, deed or act or any further payment of fee, charge or securities.



4. TRANSFER OF LIABILITIES

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- 4.1 With effect from the Appointed Date and upon the Scheme becoming effective, all debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, whether provided for or not in the books of accounts or disclosed in the balance sheets of Transferor Company, shall be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of Transferee Company.
- 4.2 Without prejudice to the generality of the provisions contained herein, all loans raised after the Appointed Date but till the Effective Date and liabilities incurred by Transferor Company after the Appointed Date but till the Effective Date for their operations shall be deemed to be of Transferee Company.
- 4.3 The transfer and vesting of the entire business and undertaking of Transferor Company as aforesaid, shall be subject to the existing securities, charges and mortgages, if any, subsisting, over or in respect of the property and assets or any part thereof of Transferor Company, as the case may be.

Provided that the securities, charges and mortgages (if any subsisting) over and in respect of the part thereof, of Transferee Company 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, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of Transferor Company vested in Transferee Company pursuant to the Scheme.

Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by Transferor Company which shall vest in Transferee Company by virtue of the amalgamation of Transferor Company with Transferee Company and Transferee Company shall not be obliged to create any further or additional security there for after the amalgamation has become operative.

- 4.4 Transferee Company will, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangements in relation to Transferor Company to which Transferor Company are parties, in order to give formal effect to the above provisions. Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of Transferor Company and to carry out or perform all such formalities or compliances referred to above on part of Transferor Company.
- 4.5 Loans or other obligations, if any, due either between Transferee Company and Transferor Company or amongst Transferor Company shall stand discharged and there shall be no liability in that behalf. In so far as any securities, debentures or notes issued by the Transferor Company and held by the Transferee Company and vice versa are concerned, the same shall, unless sold or transferred by holder of such securities, at any time prior to the Effective Date, stand cancelled and shall have no further effect.



5. LEGAL PROCEEDINGS

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5.1 With effect from the Appointed Date, Transferee Company shall bear the burden and the benefits of any legal or other proceedings initiated by or against Transferor Company .

Provided however, all legal, administrative and other proceedings of whatsoever nature by or against Transferor Company pending in any court or before any authority, judicial, quasi-judicial or administrative, any adjudicating authority and/or arising after the Appointed Date and relating to Transferor Company or its respective properties, assets, liabilities, duties and obligations shall be continued and/or enforced until the Effective Date by or against Transferor Company ; and from the Effective Date, shall be continued and enforced by or against Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against Transferor Company.

5.2 If any suit, appeal or other proceedings of whatever nature by or against Transferor Company be pending, the same shall not abate, be discontinued or in any way be prejudicially affected by reason of the transfer of the Transferor Company businesses and undertakings or of anything contained in this scheme but the proceedings may be continued, prosecuted and enforced by or against Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against Transferor Company as if this Scheme had not been made.

6. EMPLOYEE MATTERS

Upon the Scheme becoming effective or on the date of effectiveness of the Scheme, all persons that were employed by Transferor Company immediately before such date shall become employees of Transferee Company with the benefit of continuity of service on better term and conditions and in no case the term of employment will be less advantageous than they were applicable to such employees of Transferor Company immediately prior to such transfer and without any break or interruption of service. Transferee Company undertakes to continue to abide by agreement/settlement, if any, entered into by Transferor Company with any union/employee thereof. With regard to Provident Fund, Gratuity Fund, Superannuation fund or any other special fund or obligation created or existing for the benefit of such employees of Transferor Company upon occurrence of the Effective Date, Transferee Company shall stand substituted for Transferor Company, for all purposes whatsoever relating to the obligation to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents. The existing Provident Fund, Gratuity Fund and Superannuation Fund or obligations, if any, created by Transferor Company for their employees shall be continued for the benefit of such employees on the same terms and conditions. With effect from the Effective Date, Transferee Company will make the necessary contributions for such transferred employees of Transferor Company and deposit the same in Provident Fund, Gratuity Fund or Superannuation Fund or obligations, where applicable. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of Transferor Company in relation to such schemes or funds shall become those of Transferee Company.



7. TAXATION AND OTHER MATTERS

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- 7.1 With effect from the Appointed Date, all the profits or income accruing or arising to Transferor Company, and all expenditure or losses arising or incurred by Transferor Company shall, for all purposes, be treated (including all taxes, if any, paid or accruing in respect of any profits and income) and be deemed to be and accrue as the profits or income or as the case may be, expenditure or losses (including taxes) of Transferee Company. Moreover, Transferee Company shall be entitled to revise its statutory returns relating to indirect taxes like Goods and Service Tax (GST), sales tax/ service tax/excise, etc. and to claim refund/credits and/or set off all amounts under the relevant laws towards the transactions entered into by Transferee Company and Transferor Company which may occur between the Appointed Date and the Effective Date. The rights to make such revisions in the Service Tax Return / Goods and Services Tax Return / sales tax returns and to claim refunds/credits are expressly reserved in favour of Transferee Company.
- 7.2 Transferee Company shall be entitled to revise its all statutory returns relating to direct taxes like Income Tax and to claim refunds/advance tax credits and/or set off the tax liabilities of Transferor Company under the relevant laws and its rights to make such revisions in the statutory returns and to claim refunds, advance tax credits and/or set off the tax liabilities is expressly granted.
- 7.3 It is expressly clarified that with effect from the Appointed Date, all taxes payable by Transferor Company including all or any refunds of the claims/TDS Certificates shall be treated as the tax liability or refunds/claims/TDS Certificates as the case may be of Transferee Company.
- 7.4 From the Effective Date and till such time as the name of the Transferee Company would get entered as the account holder in respect of all the bank accounts and demat accounts of Transferor Company in the relevant bank's/DP's books and records, the Transferee Company shall be entitled to operate the bank/demat accounts of Transferor Company in their existing names.
- 7.5 Since each of the permissions, approvals, consents, sanctions, remissions, special reservations, incentives, concessions and other authorizations of Transferor Company shall stand transferred by the order of the NCLT to Transferee Company, Transferee Company shall file the relevant intimations, for the record of the statutory authorities who shall take them on file, pursuant to the vesting orders of the sanctioning NCLT.
- 7.6 For regulatory and tax purposes, merger would have been deemed to be carried out from the appointed date of this scheme.

8. Conduct of Business

- 8.1 With effect from the Appointed Date and till the Scheme come into effect:
- 8.1.1. Transferor Company shall be deemed to carry on all their businesses and activities and stand possessed of their properties and assets for and on account of and in trust for Transferee Company; and all the profits accruing to Transferor Company and all taxes thereon or gains or losses arising or incurred by them shall, for all purposes, be treated as and deemed to be the profits or losses, as the case may be, of Transferee Company.
- 8.1.2. Transferor Company shall carry on their businesses with reasonable diligence and in the same manner as they had been doing hitherto, and Transferor Company shall not alter or substantially expand their businesses except with the concurrence of Transferee Company.



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- 8.1.3. Transferor Company shall not, without the written concurrence of Transferee Company, alienate charge or encumber any of their properties except in the ordinary course of business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of Transferee Company, as the case may be.
- 8.1.4. Transferor Company shall not vary or alter, except in the ordinary course of their business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of Transferee Company the terms and conditions of employment of any of its employees, nor shall it conclude settlement with any union or its employees except with the written concurrence of Transferee Company.
- 8.1.5. With effect from the Appointed Date, all debts, liabilities, duties and obligations of Transferor Company as on the close of business on the date preceding the Appointed Date, whether or not provided in their books and all liabilities which arise or accrue on or after the Appointed Date shall be deemed to be the debts, liabilities, duties and obligations of Transferee Company.
- 8.2 Upon the Scheme coming into effect, Transferee Company shall commence and carry on and shall be authorized to carry on the businesses carried on by Transferor Company.
- 8.3 For the purpose of giving effect to the vesting order passed under Section 2330 – 232 of the Companies Act, 2013 read with Companies (Compromise, Arrangement and Amalgamation), Rules, 2016 in respect of this Scheme by the Hon'ble National Company Law Tribunal, Transferee Company shall, at any time pursuant to the orders on this Scheme, be entitled to get the record of the change in the legal right(s) upon the vesting of the Transferor Company businesses and undertakings in accordance with the provisions of Section 230 - 232 of the Companies Act, 2013. Transferee Company shall be authorized to execute any pleadings; applications, forms, etc. as are required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of this Scheme.



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PART-III
CONSIDERATION & ACCOUNTING TREATMENT

1. CONSIDERATION

- 1.1 Upon the Scheme coming into effect, all equity shares of the Transferor Company held by the Transferee Company (either directly or through nominees) shall stand cancelled without any further application, act or deed. It is clarified that no new shares shall be issued or payment made in cash whatsoever by the Transferee Company in lieu of shares of the Transferor Company as the Transferor Company is a wholly owned subsidiary of the Transferee Company.
- 1.2 Upon coming into effect of this Scheme, the shares or the share certificates of the Transferor Company in relation to the shares held by the Transferee Company, as the case may be shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled and be of no effect without any necessity of them being surrendered.

2. INCREASE IN AUTHORIZED SHARE CAPITAL AND AMENDMENT TO MEMORANDUM OF THE TRANSFEE COMPANY

- 2.1 With effect from the Effective Date and upon the Scheme becoming effective, without any further acts or deeds on the part of the Transferor Company or Transferee Company and notwithstanding anything contained in Section 61 of Companies Act, 2013 the Authorized Share capital of Transferor Company as appearing in its Memorandum of Association on the Effective Date shall get clubbed with the Authorized Share Capital of the Transferee Company as appearing in its Memorandum of Association on the Effective Date and pursuant to this clubbing the Clause V of the Memorandum of Association of the Transferee Company shall stand altered to give effect to the same with effect from the Effective Date. The Face Value of Equity share shall remain same as of the Transferee Company after clubbing of Authorized Capital.
- 2.2 Further, in terms of section 232(3)(i) of the Act, upon coming into effect, the fee and duty paid on the Authorized Equity Share Capital of Transferor Company shall be set off against the fee payable on Authorized Share Capital of Transferee Company, without any further act or deed.
- 2.3 Upon coming into effect of the Scheme, Clause V of the Memorandum of Association of the Transferee Company shall without any further act, deed or instrument be substituted as follows:

The Authorised Share Capital of the Company is Rs.183,000,000.00 (Rupees Eighteen Crores and Thirty Lacs Only) divided into 18,300,000 (One Crore Eighty Three Lacs) Equity Shares of Rs. 10 (Rupees Ten) each.

Note: Upon the Scheme becoming effective, the Transferee Company may if it so desires consolidate the Equity Share Capital into Equity Share Capital without carrying out any further approval in this respect.



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2.4 On approval of the Scheme by the members of Transferee Company and National Company Law Tribunal, under Section 230 – 232 of the Act, it shall be deemed that the said members have also accorded all relevant consents under Sections 13, 14, 61 and other applicable provisions of Companies Act, 2013 as may be applicable for the purpose of amendment of the Memorandum of Association of the Transferee Company as above. It is clarified that there will be no need to pass a separate shareholders' resolution as required under Sections 13, 14 and 61 of the Act for amendment of the Memorandum of Association of the Transferee Company.

3. ADDITION OF MAIN OBJECT OF TRANSFEROR COMPANY IN THE MAIN OBJECT OF TRANSFEE COMPANY

3.1 Upon the Scheme becoming effective, the main object of the Transferor Company shall be added to the main of the Transferee Company in addition to existing main object of the Transferee Company without any further act, deed or approval.

3.2 On approval of the Scheme by the Transferee Company and Hon'ble National Company Law Tribunal, under Section 230 – 232 of the Act, it shall be deemed that the said members have also accorded all relevant consents under Sections 13 of Companies Act, 2013 as may be applicable for the purpose of amendment of the Main Object Clause in the Memorandum of Association of the Transferee Company. It is clarified that there will be no need to pass a separate shareholders' resolution as required under Sections 13 of the Companies Act, 2013 for amendment of the Main Object Clause in the Memorandum of Association of the Transferee Company.

4. ACCOUNTING TREATMENT

Upon the coming into effect of this Scheme the Transferee Company shall account for the amalgamation in its books as per the applicable accounting principles prescribed under Appendix C of Indian Accounting Standard (Ind AS) 103 - Business Combinations of entities under common control prescribed under Section 133 of the Companies Act, 2013, as notified under the Companies (Indian Accounting Standard) Rules, 2015, as may be amended from time to time as given below:-

- 4.1 The amalgamation of the Transferor Company and Transferee Company shall be accounted for using the pooling of interest method.
- 4.2 The assets and liabilities of the Transferor Company will be recorded at their carrying amounts. No adjustments will be made to reflect fair values, or recognise any new assets or liabilities.
- 4.3 In case of any difference in accounting policy between the Transferor Company and the Transferee Company, the accounting policies followed by the Transferee Company will prevail and the difference shall be quantified and adjusted in the books of the Transferee Company as capital reserve.
- 4.4 The financial information in the financial statements of the Transferee Company in respect of prior periods will be restated as if the business combination had occurred from the beginning of the preceding period.



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- 4.5 Inter-company balances between the Transferee Company and the Transferor Company, if any appearing in the books of the Transferee Company shall stand cancelled and there shall be no further obligation in that behalf.
- 4.6 The identity of the reserves of the Transferor Company shall be preserved and the Transferee Company shall record the reserves of the Transferor Company in the same form and at the same values as they appear in the financial statements of the Transferor Company.
- 4.7 The value of investments held by the Transferee Company in the Transferor Company shall stand cancelled pursuant to amalgamation. The difference between the share capital of the Transferor Company and the book value of the investments cancelled, after adjustment of inter-company balances as mentioned above, shall be credited to Capital Reserve in the books of the Transferee Company. In case of a debit balance, the balance shall be debited to Acquisition reserve.

5. SAVING OF CONCLUDED TRANSACTIONS

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

6. DISSOLUTION OF TRANSFEROR COMPANY

On occurrence of the Effective Date, Transferor Company shall, without any further act or deed,
shall stand dissolved without winding up.



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**PART - IV
OTHER PROVISIONS**

1. Application/Petition to NCLT :

- 1.1 Transferor Company and Transferee Company shall, with all reasonable dispatch, make application/petition to the Hon'ble NCLT, under Section 230 of the Companies Act, 2013 seeking orders for dispensing with or convening, holding and conducting of the meetings of the classes of its respective members and/or creditors and for sanctioning the Scheme with such modifications as may be approved by the Hon'ble NCLT.
- 1.2 On the Scheme being agreed to by the requisite majorities of all the classes of the members and/or creditors of Transferor Company and Transferee Company shall, with all reasonable dispatch, apply to the Hon'ble NCLT, for sanctioning the Scheme under Sections 230 and Section 232 of the Companies Act, 2013, and for such other orders, as the said NCLT may deem fit for carrying this Scheme into effect and for dissolution of Transferor Company without winding-up.

2. Conditionality of Scheme:

Scheme is conditional upon and subject to:

- 2.1 The Scheme being agreed to by the respective requisite majority of members and creditors of each of Transferor Company and Transferee Company;
- 2.2 The Scheme being approved by the Hon'ble NCLT;
- 2.3 Due compliance with any condition(s) stipulated by any relevant Government Authority prior to the effectiveness of the Amalgamation;
- 2.4 All certified copies of the order(s) of the NCLT sanctioning this Scheme being filed with the Registrar of Companies of relevant jurisdiction.
- 2.5 This Scheme although to come into operation from the Appointed Date shall not become effective until the necessary certified copies of the order(s) under Sections 230 to 232 of the Companies Act, 2013 shall be duly filed with the Registrar of Companies of relevant jurisdiction.
- 2.6 Such other conditions as may be mutually agreed between the Transferor Company and Transferee Company.

3. Modification or Amendment of the Scheme and Revocation of the Scheme

- 1.1 Transferee Company (acting through its Board of Directors) and Transferor Company (acting through its respective Board of Directors) may assent to any modifications or amendments to this Scheme which the NCLT and/or other authorities may deem fit to direct or impose or which may otherwise be considered necessary or desirable for any question or doubt or difficulty that may arise for implementing and/or carrying out the scheme or which is generally in the benefit or interest of the shareholders and/or creditors. Transferee Company (acting through its Board of Directors) and Transferor Company (acting through its respective Board of Directors) and after the dissolution of Transferor Company; Transferee Company (by its Board of directors) be and is hereby authorized to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubt, difficulties or questions whether by reason of any order(s) of the NCLT or



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of any directive or order(s) of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith.

1.2 Transferor Company and Transferee Company shall be at liberty to withdraw from this Scheme in case any condition or alteration imposed by the Hon'ble NCLT or any other authority is not on terms acceptable to them.

1.3 In the event of this Scheme failing to take effect finally this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se by the parties or its shareholders or creditors or employees or any other person. In such case each Company shall bear its own costs or as may be mutually agreed.

4. Costs

All costs, charges, fees, taxes including duties (including the stamp duty, if any, applicable in relation to this Scheme), levies and all other expenses, if any (save as expressly otherwise agreed) arising out of or incurred in carrying out and implementing the terms and conditions or provisions of this Scheme and matters incidental thereto shall be borne and paid by Transferee Company. All such costs, charges, fees, taxes, stamp duty including duties (excluding the stamp duty, if any, paid on this scheme which shall be pro rata added to the value of the immovable properties), levies and all other expenses, shall be debited to the Profit and Loss Account of Transferee Company.

