Uniply

Date: 25.01.2018

Bombay Stock Exchange Limited, 25th Floor, PhirozeJeejeebhoy Towers Dalal Street, Fort, Mumbai – 400 001 **Scrip Code: 532646**	The National Stock Exchange of India Limited, Exchange Plaza, BandraKurla Complex, Bandra (E), Mumbai – 400 051 **Scrip Code: UNIPLY**

Dear Sir/Madam,

SUB: SCHEME OF AMALGAMATION UNDER SECTION 230-232 OF THE COMPANIES ACT, 2013 AND REGULATION 37(6) of SEBI (LODR) REGULATIONS, 2015.

This has reference to our intimation submitted to Stock Exchanges dated December 16, 2017 under Regulation 30(6) of SEBI (LODR) Regulations, 2015 regarding Amalgamation of **Vector Projects (India) Private Limited (The Wholly Owned Subsidiary) with Uniply Industries Limited (The Parent Company)** and with their respective Shareholders and Creditors.

Pursuant to Regulation 37(6) of SEBI (LODR) Regulations, 2015 read with SEBI Circular No. CFD/DIL3/CIR/2017/21 dated March 16, 2017, we enclose herewith the copy of said Scheme of Amalgamation as a disclosure requirements, for your information and record.

Thanking you,

Yours faithfully,
FOR UNIPLY INDUSTRIES LIMITED

Srinivasan

Director

Encl: As above

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Uniply Industries Limited
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SCHEME OF AMALGAMATION

UNDER SECTION 230-232

OF THE COMPANIES ACT 2013 READ WITH THE

COMPANIES (COMPROMISE, ARRANGEMENT AND

AMALGAMATIONS) RULES, 2016

OF

M/S. VECTOR PROJECTS (INDIA) PRIVATE LIMITED

(TRANSFEROR COMPANY)

WITH

M/S. UNIPLY INDUSTRIES LIMITED

(TRANSFEREE COMPANY)

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

PREAMBLE

This Scheme of Amalgamation is presented under Sections 230-232 of the Companies Act, 2013 and other relevant provisions of the Companies Act, 2013 and read with the Companies (Compromise, Arrangement and Amalgamations) Rules, 2016 to amalgamate the businesses and undertaking of the Transferor Company, "Vector Projects (India) Private Limited" (**The Wholly Owned Subsidiary Company**) with the Transferee Company, M/s. Uniply Industries Limited (**The Holding Company**).

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I. BACKGROUND

a) The Transferee Company is a well-established Company engaged in the Business of design and build including civil works, mechanical, electrical and plumbing. The Equity Shares of the Company are listed on Bombay Stock Exchange Limited (BSE Limited) and National Stock Exchange of India Limited (NSE Limited).

b) The transferor Company, is the wholly owned subsidiary Company of the transferee Company and engaged in the business of turnkey interior design and implementation and manufacture of interior fitouts.

II. RATIONALE

The amalgamation of the Transferor Company with the Transferee Company would inter alia have the following benefits:

a. The transferor Company, "Vector Projects (India) Private Limited is the wholly owned subsidiary Company of the transferee Company, M/s. Uniply Industries Limited. Accordingly, all assets and liabilities of the transferor Company shall be transferred to and vest in the Transferee Company with effect from the Appointed Date as a going concern. The entire share capital of the transferor Company is held by the Transferee Company. Therefore, the Transferee Company shall not be required to issue shares or pay any consideration to the Amalgamating Company or its shareholders.



b. The transferor Company, "Vector Projects (India) Private Limited" be amalgamated with the transferee Company, "M/s. Uniply Industries Limited", followed by the dissolution without winding up of the transferor Company, "Vector Projects (India) Private Limited and the consequent cancellation of all the Equity shares of the transferor Company and the investments of the Transferor Company towards the transferee Company pursuant to the Provisions of the Sections 230 to 232 of the Companies Act, 2013 and the Rule 1 to 17 of the Companies (Compromise, Arrangement and Amalgamations) Rules, 2016.

c. Uniply Industries Limited is in the business of design, build including civil and MEP for buildings and vector Projects is in the business of turnkey interior design and implementation and hence a natural extension to Uniply's business thereby making combined (merged) entity an end-to-end building solutions provider. This merger provides a hassle free one-stop-shop for the customer. Further this merger will lead to greater efficiency in the overall combined business including economies of scale, efficiency of operations, cash flow management and unfettered access to cash flow generated by the combined business which can be deployed more efficiently for the purpose of development of businesses of the combined entity and their growth opportunities, eliminate inter corporate dependencies, minimize the administrative compliances and to maximize shareholders value.



d. This amalgamation will provide for more productive and optimum utilization of various resources by pooling of the managerial, technical and financial resources of the Transferor Companies and the Transferee Company which will fuel the growth of the business and help effectively address the ever-growing competition.

e. This amalgamation will result in economies of scale, reduction in overheads including administrative, managerial costs and other fixed expenditure, operational rationalization and organizational efficiency.

f. This amalgamation will result in a reduction in the multiplicity of legal and regulatory compliances required at present to be separately carried out by the Transferor Companies and the Transferee Company.

g. This amalgamation would motivate employees of the Transferor Company by providing better opportunities to scale up their performance with a larger corporate entity, resources, asset base etc. which will boost employee morale and provide impetus to better company performance ultimately enhancing overall shareholder value.

III. PARTS OF THE SCHEME

The Scheme is divided into the following Parts:

a. Part-I – Deals with the definitions used in the scheme of amalgamation.



b. Part-II – Deals with the Background and Description of the Transferor Company and the Transferee Company.

c. Part-III – Deals with the Terms and Conditions of the amalgamation of Transferor Company with the transferee company.

d. Part-III – Deals with the General terms and conditions relating to the Scheme of amalgamation.

PART – I

DEFINITIONS

1. Definitions

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

(a) **"Act"** means the Companies Act, 2013 including any rules, regulations, orders and notifications made thereunder or any statutory modification thereto or re-enactment thereof for the time being in force.

(b) "**Amalgamation"** means the "Scheme of Amalgamation of Vector Projects (India) Private Limited with M/s. Uniply Industries Limited under Section 230-232 of the Companies Act, 2013, as contained herein, or as sanctioned by the Hon'ble National Company Law Tribunal, Chennai Bench and Mumbai Bench, with modifications, if any.

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(c) "**Appointed Date**" or "The Transfer Date" means the 1st day of April 2017 or such other date as may be fixed by the National Company Law Tribunal, Chennai Bench and/or Mumbai Bench.

(d) **"Appropriate Authority"** means any government body (central, state or local Government), legislative body, statutory body, departmental or public body or regulatory or administrative authority, judicial or arbitral body or other organization operating under the force of law including , National Company Law Tribunal **(NCLT)**, Regional Director **(RD)**, Registrar of Companies **(ROC)**, the Stock Exchanges **(BSE Limited & NSE Limited)**, the Securities and Exchange Board of India (**"SEBI"**), Income tax authorities, Reserve Bank of India and other applicable authorities pursuant to the provisions of Section 230(5) of the Act, as may be relevant in the context;

(e) **"Assets"** mean the Assets as mentioned in the scheme.

(f) **"Effective Date"** means the date on which the certified copies of the Order of the Hon'ble National Company Law Tribunal (NCLT), Chennai Bench and/ or Mumbai Bench sanctioning this scheme, and the same filed with the Registrar of Companies, Mumbai and Chennai under Section 230-232 of the Companies Act, 2013.

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(g) **"National Company Law Tribunal (NCLT)"** means as The Central Government has constituted under section 408 of the Companies Act, 2013 (18 of 2013) w.e.f. 01st June 2016.

(h) **"Registrar of Companies" or "ROC"** means the Registrar of Companies, at Chennai and Mumbai.

(i) **"Regional Director" or "RD"** means the Regional Director, at Chennai and Mumbai.

(j) "**Scheme"** means the "Scheme of Amalgamation of Vector Projects (India) Private Limited with M/s. Uniply Industries Limited under Section 230-232 of the Companies Act, 2013, as contained herein, or as sanctioned by the Hon'ble National Company Law Tribunal (NCLT), Chennai Bench and Mumbai Bench, with modifications, if any.

(k) **"SEBI LODR"** means the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

(l) "**Stock Exchanges"** means the Bombay Stock Exchange Limited (BSE) and National Stock Exchange of India Limited (NSE Limited).

(m) "**Transferee Company**" means **"Uniply Industries Limited"** (hereinafter referred to as **"UIL"/Transferee Company**) a Company incorporated on the 04th September, 1996 with the Registrar of Companies, Chennai under Certificate of Incorporation No. 036484 with Corporate Identification Number L20293TN1996PLC036484

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under the Companies Act, 1956, having its Registered Office at No. 572, Anna Salai, Teynampet, Chennai - 600018.

(n) "**Transferor Company**" means **"Vector Projects (India) Private Limited"** (hereinafter referred to as **"VPIPL"/Transferor Company**) a Company incorporated on 03rd December, 2001 with the Registrar of Companies, Mumbai under Certificate of Incorporation No. 134091 with Corporate Identification Number U20299MH2001PTC134091 under the Companies Act, 1956, having its Registered Office at 4th Floor, Vector House, L.B.S. Marg, Near Asian Paints Ltd. Bhandup (W). Mumbai-400078.

(o) **"Undertaking"** means the business and undertaking of the **Transferor Company** and shall include all rights and privileges, powers and authorities and all properties, movable and immovable (factory land & building situated at S.No.419, Gagode Khurd, Post-Varsai, Taluka-Pen, Pen Raigarh, Maharashtra-402107), real, corporeal or incorporeal, in possession or reversion, present or contingent, of what-so-ever nature and where-so-ever situated including, in particular all licenses, permits, quotas, approvals, rights, claims, leases, tenancy rights and liberties, Patents, Trade Marks and import quotas held by the **Transferor Company** or to which the **Transferor Company** are entitled, and all debts, liabilities and duties of the **Transferor**



Company and all other obligations of what-so-ever kinds including liabilities in respect of the employees of the **Transferor Company** agreed to be taken over by the **Transferee Company**, with regard to the payment of gratuity, pension benefits, provident fund or compensation in the event of voluntary retirement or retrenchment, if any.

(p) Words and Expressions elsewhere defined in the scheme will have the meaning respectively ascribed thereto.

PART-II

BACKGROUND AND DESCRIPTION OF THE COMPANIES:

2. Transferor Company:

a. **"Vector Projects (India) Private Limited"** (hereinafter referred to as **"VPIPL"/Transferor Company**) was incorporated on 03rd December, 2001 with the Registrar of Companies, Mumbai under Certificate of Incorporation No. 134091 with Corporate Identification Number U20299MH2001PTC134091 under the Companies Act, 1956, having its Registered Office at 4th Floor, Vector House, L.B.S. Marg, Near Asian Paints Ltd. Bhandup (W). Mumbai-400078.

b. The Authorized Share Capital of the **Transferor Company** as on 31st March 2017 is Rs. 5,00,00,000/- (Rupees Five Crores only) divided into 50,00,000 (Fifty Lakhs) Equity Shares of Rs. 10/- (Rupees Ten

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only) each. The Issued, Subscribed and Paid-up Share Capital of the Company are Rs. 5,00,00,000/- (Rupees Five Crores only) divided into 50,00,000 (Fifty Lakhs) Equity Shares of Rs. 10/- (Rupees Ten only) each entirely held by M/s Uniply Industries Limited.

c. Vector Projects (India) Private Limited, the Transferor Company is the wholly owned subsidiary Company of Uniply Industries Limited, the Transferee Company.

d. The **Transferor Company** was incorporated, inter alia with the following Main Objects:

1. To carry on in India or elsewhere the Business to manufacture, process, prepare, produce, convert, clean, finish, pack, design, develop, export, import, job work, buy, sell, distribute, wholesale, market, retail, trade, supply, indent, promote, protect, provide and to act as agent, stockiest, distributer, supplier, representative, collaborator, contractor, sub-contractor, quasi-contractor, interior furnishers, to undertake interior projects or otherwise to deal in all shapes, sizes, forms, verities, specifications, descriptions, dimensions of furniture and decorating products, such as modular furnitures, module furnitures, all kinds of applied mouldings, monuments, goods, domestic and industrial furnitures, fittings handicrafts, wooden products, ply wood, teak wood and teak boards, linoleum, furnishing fabrics and other flooring coverings, handmade home furnishing and carpets, household requisites and all other related materials of whatsoever nature whether made fully or partly in combination with wood, plywood, plastic, nylon, steel, aluminum, cotton, synthetic, hosiery, leather, rexine or fixtures and substances used therein and other things capable of



being used therewith or in the maintenance, designing , both indoor and outdoor and to design, redesign, structure, built, develop, beautify, decorate, redecorate, enlarge, improve, and/or maintain all types of office, house, gardens, entertainments parks, amusement parks, lakes, water parks, car parks, grounds, lawns, public and holiday resorts, traffic islands, flora and fountains, recreational areas on turnkey basis or otherwise, or to undertake interior projects.

The Memorandum & Articles of Association of **Transferor Company** is open for inspection at the Registered Office of the Company on any working day between 10 AM to 4 PM.

3. Transferee Company:

a. **Uniply Industries Limited"** (hereinafter referred to as **"UIL"/Transferee Company**) is a listed public Company listed in both BSE Limited and NSE Limited, the Company was incorporated on the 04th September, 1996 with the Registrar of Companies, Chennai under Certificate of Incorporation No. 036484 with Corporate Identification Number L20293TN1996PLC036484 under the Companies Act, 1956, having its Registered Office at No. 572, Anna Salai, Teynampet, Chennai - 600018.

b. The Authorised Share Capital of the **Transferee Company** as on 31st March 2017 is Rs. 25,00,00,000/- (Rupees Twenty Five Crore only) divided into 2,50,00,000 (Two Crore Fifty Lakhs) Equity Shares of Rs. 10/- (Rupees Ten only) each.

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The Issued, Subscribed and Paid-up Share Capital of the Company is Rs. 23,90,71,990/- (Rupees Twenty Three Crores Ninety Lakhs Seventy One Thousand Nine Hundred Ninety only) divided into 2,39,07,199 (Two Crore Thirty Nine Lakhs Seven Thousand One Hundred Ninety Nine Only) Equity Shares of Rs. 10/- (Rupees Ten only) each.

c. The Equity shares of the Company are listed in both the Stock Exchanges i.e. Bombay Stock Exchange Limited (BSE) and National Stock Exchange of India Limited (NSE Limited).

d. The **Transferee Company** was incorporated, inter alia with the following Main Objects which is in line with the object of the Transferor Company:

1. To carry on business of Civil Construction along with Mechanical/Electrical/Plumbing (MEP) and interior/exterior works for residential and Commercial Complexes and Real Estate Developers and Contractors.

The Memorandum & Articles of Association of **Transferee Company** is open for inspection at the Registered Office of the Company on any working day between 10 AM to 4 PM.

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PART-III

AMALGAMATION OF TRANSFEROR COMPANY WITH THE TRANSFEREE COMPANY

4.1 Transfer and vesting of Assets

With effect from the appointed date, the entire undertaking of the Transferor Company viz, M/s. Vector Projects (India) Private Limited, including all its movable and immovable properties such as land, buildings, plant & machinery and other assets of whatsoever nature and including all its rights, interest, privileges, powers and authorities together with all its licenses trademarks, brand names, import entitlements, export quotas held, applied for or as may be including obtained hereafter by it to which it is entitled and including all its moneys, advances, book debts outstanding recoverable claims and agreements and including all other rights and powers of every description but subject to all mortgages and charges and hypothecation and guarantees, if any, and all other rights whatsoever affecting the properties of **Transferor Company**, i.e, M/s. Vector Projects (India) Private Limited shall without any further act or deed be transferred to and be vested in **Transferee Company** in accordance with and under Section 230-232 of the Act. With effect from the appointed date and all liabilities, debts, duties and obligations of whatsoever nature shall without any further Act or Deed be transferred to and taken over by the **Transferee Company** in accordance with and under Section 230-232 of the Act.

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4.2 Transfer of Debts & Liabilities

With effect from the Appointed Date and upon the Scheme becoming effective, all debts, liabilities, contingent liabilities, reserves, duties and obligations of every kind, nature and description related to the **Transferor Company** shall, without any further act or deed, be transferred to, or be deemed to be transferred to the **Transferee Company**, so as to become as and from the Appointed Date, the debts, liabilities, contingent liabilities, duties and obligations of the **Transferee Company** and the **Transferee Company** undertakes to meet, discharge and satisfy the same. In respect of general or multipurpose borrowings, debts, liabilities, if any, shall be transferred to or be deemed to be transferred to the **Transferee Company** in the proportion of the value of assets transferred. It is hereby clarified that 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 sub-clause.

4.3 The transfer and vesting of the **Transferor Company** as aforesaid, shall be subject to the existing securities, charges, hypothecation and mortgages, if any, subsisting in relation to any loans or borrowings of **Transferor Company**, *provided however*, any reference in any security documents or arrangements, to which the **Transferor Company** is a party, wherein



the assets of the **Transferor Company** have been or are offered or agreed to be offered as security for any financial assistance or obligations, shall be construed as reference only to the assets pertaining to the **Transferor Company** as are vested in the **Transferee Company** by virtue of this Scheme, to the end and intent that such security, charge, hypothecation and mortgage shall not extend or be deemed to extend, to any of the other assets of the **Transferor Company** or any of the assets of the **Transferee Company**, *provided further* that the securities, charges, hypothecation and mortgages (if any subsisting) over and in respect of the assets or any part thereof of the **Transferee Company** shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges, hypothecation or mortgages shall not extend or be deemed to extend, to any of the assets of the Remaining Undertaking vested in the **Transferee Company**, *provided always* that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by the **Transferor Company** and the **Transferee Company** shall not be obliged to create any further or additional security therefore after the Scheme has become operative.



4.4 Transfers at Book Values

All the assets, properties and liabilities of the **Transferor Company** shall be transferred to the **Transferee Company** at the values appearing in the books of the **Transferor Company** at the close of business on 31st March 2017. For this purpose, any change in value of assets, consequent to their revaluation, if any, shall be ignored.

4.5 Transfer of Authorized capital

"Upon the Scheme coming into effect, the authorized share capital of the **Transferee Company** in terms of its Memorandum of Association and Articles of Association shall automatically stand enhanced without any further act, instrument or deed on the part of the **Transferee Company**, including payment of stamp duty and fees payable to Registrar of Companies, by an amount of the authorized capital of the **Transferor Company**, and **subject to compliance of the requirement of the relevant provisions of the Companies Act, 2013** the Memorandum of Association and Articles of Association of the **Transferee Company** (relating to the authorized share capital) shall be and stand altered, modified and amended. For this purpose, the filing fees and stamp duty already paid by the **Transferor Company** on its authorised share capital shall be utilized and applied to the increased share capital of the **Transferee Company**, and shall be



deemed to have been so paid by the **Transferee Company** on such combined authorized share capital and the **Transferee Company** shall comply with the provisions of Section 232(3) (i) of the Companies Act in respect of the same and apart from that the company need not be required to pay any fees / stamp duty on the authorized share capital so increased.

The Clause V of the Memorandum of Association of the Transferee Company i.e. the Authorized Capital shall be substituted as follows:

v. The share capital of the Company is Rs. 30,00,00,000/- (Rupees Thirty Crores Only) divided into 3,00,00,000 (Three Crore) Equity shares of Rs. 10/- (Rupees Ten only) each, with power to increase or reduce the capital of the company and/or the nominal value of the shares and to divide the shares in the capital for the time being into several classes.

4.6 Contracts, Deeds, Bonds and Other Instruments

With effect from the Appointed Date and upon the Scheme becoming effective, all contracts, deeds, bonds, agreements, license, approval, clearance including Environment and Forest, insurance policies and other instruments, if any, of whatsoever nature, or to the benefit of which the **Transferor Company** may be eligible, and subsisting or having effect on the Effective Date shall be in full force and effect against

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or in favour of the **Transferee Company**, as the case may be, and may be enforced by or against the **Transferee Company** as fully and effectually as if, instead of the **Transferor Company**, the Transferee Company had been a party thereto.

4.7 With effect from the Appointed Date and upon the Scheme becoming effective, all permits, quotas, rights, entitlements, licenses, registrations (including industry registrations, if any), trademarks, patents, copy rights, privileges, powers, facilities, subsidies, rehabilitation schemes, special status and other benefits or privileges (granted by any Government body, local authority or by any other person) of every kind and description of whatsoever nature in relation to the **Transferor Company**, or to the benefit of which the **Transferor Company** may be eligible, or having effect immediately before the Effective Date, shall be and remain in full force and effect in favour of or against the **Transferee Company**, as the case may be, and may be enforced fully and effectually as if, instead of the **Transferor Company**, the **Transferee Company** had been a beneficiary or oblige thereto.

4.8 With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, permissions or approvals or consents required to carry on the operations of the **Transferor Company** shall stand vested in or transferred to the **Transferee Company** without any further act or deed, and shall



be appropriately mutated by the statutory authorities concerned therewith in favour of the **Transferee Company**. The benefit of all such statutory and regulatory permissions, licenses, approvals and consents including statutory licenses, approvals, permissions or approvals or consents required to carry on the operations of the **Transferor Company** shall vest in and become available to the Transferee Company pursuant to the Scheme.

4.9 The **Transferee Company** shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite agreement, confirmations or innovations to which the **Transferee / Transferor Company** will, if necessary, also be a party in order to give formal effect to the provisions of this Scheme, if it is so required or if it becomes necessary.

4.10 Continuation of Legal Proceedings:

With effect from the Appointed Date and upon the Scheme becoming effective, the **Transferee Company** undertakes to have all legal or other proceedings initiated by or against the **Transferor Company** and pending on the Effective Date, transferred in its name and to have the same continued, prosecuted and enforced by or against the **Transferee Company** to the exclusion of the **Transferor Company**. The **Transferee Company** also undertakes to deal with all legal or other proceedings which may be initiated by or against the



Transferor Company or the **Transferee Company** after the Effective Date relating to the **Transferor Company** in respect of the period up-to the Effective Date, in its own name and account and to the exclusion of the **Transferor Company**, and further undertakes to pay all amounts including interest, penalties, damages, etc., which the **Transferor Company** may be called upon to pay or secure in respect of any liability or obligation relating to the **Transferor Company** for the period upto the Effective Date, and any reasonable costs incurred by the **Transferor Company** in respect of such proceedings started by or against it relatable to the period upto the Effective Date upon submission of necessary evidence by the **Transferor Company** to the **Transferee Company** for making such payment.

4.11 Staff, Workmen and Employees of Transferor Company:

4.11.1 Upon the Scheme becoming effective, all the staff, workmen and other employees engaged in the **Transferor Company**, if any, immediately before Effective Date shall become the staff, workmen and employees of the **Transferee Company** on the basis that:

4.11.2. their service shall have been continuous and shall not have been interrupted by reason of the Amalgamation;



4.11.3. the terms and conditions of service applicable to the said staff, workmen or employees after such transfer shall not in any way be less favorable to them than those applicable to them immediately before the transfer; and

4.11.4. It is expressly provided that as far as Provident Fund, Gratuity Fund, Super Annotation Fund or any other Special Fund created or existing for the benefit of the staff, workmen and the employees of the **Transferor Company** are concerned, upon the Scheme becoming effective, the **Transferee Company** shall stand substituted for the **Transferor Company** for all purposes whatsoever related to the administration or operation of such Funds or in relation to the obligation to make contributions to the said Funds in accordance with the provisions of such Funds as per the terms provided in the respective Trust Deeds. It is the aim and intent that all the rights, duties, powers and obligations of the **Transferor Company** in relation to such funds shall become those of the **Transferee Company** and all the rights, duties and benefits of the employees employed in the **Transferee Company** under such Funds and Trusts shall be protected. It is clarified that the services of the employees of the **Transferor Company** will also be treated as having been continuous for the purpose of the aforesaid Funds.

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4.12 General Terms & Conditions:

4.12.1 Any issue as to whether any asset or liability pertains to **Transferor Company** or not shall be decided by the Board of Directors of the **Transferor Company** and the **Transferee Company**, either by themselves or through a Committee appointed by them in this behalf, on the basis of such evidence as they may deem relevant (including the books and records of the **Transferor Company**).

4.12.2 The **Transferor Company** and the **Transferee Company** are expressly permitted to make and/or revise their income tax returns and related TDS certificates and the right to claim refund, advance tax credits, Fringe Benefit Tax Credits, Sales Tax Return, VAT and Entry Tax return and other Statutory Returns on the Scheme becoming effective as on the Appointed Date and their right to make such revisions in the Income Tax Returns and related Tax Deducted at Source Certificates and the right to claim refunds, advance tax credits, Fringe Benefit tax credits etc., pursuant to the sanction of this Scheme and the Scheme becoming effective, is expressly granted.



4.12.3 Where the **Transferor Company** are entitled to various benefits under incentive schemes and policies and pursuant to this Scheme it is declared that the benefits under all of such schemes and policies shall be transferred to and vest in the **Transferee Company** and all benefits, entitlements and incentives of any nature whatsoever, including sales tax concessions and incentives, shall be claimed by the **Transferee Company** and these shall relate back to the Appointed Date as if the Transferee Company was originally entitled to all benefits under such incentive scheme and/or policies, subject to continued compliance by the **Transferee Company** of all the terms and conditions subject to which the benefits under the incentive schemes were made available to the **Transferor Company.**

4.12.4 Since each of the permissions, approvals, license, grants, consents, sanctions, remissions, special reservations, holidays, incentives, concessions and other authorizations in relation to the **Transferor Company**, shall stand transferred by the order of the National Company Law Tribunal, Chennai Bench and Mumbai Bench to the **Transferee Company**, the 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 National Company Law Tribunal, Chennai Bench and Mumbai Bench.

4.12.5 For the purpose of giving effect to the vesting order passed under Sections 230-232 of the Act in respect of this Scheme, the **Transferee Company** shall at any time pursuant to the orders on this Scheme be entitled to get the record of the change in the title and appurtenant legal right(s) upon the vesting of such assets of the **Transferor Company** in the **Transferee Company** in accordance with the provisions of Sections 230-232 of the Act. Upon the Scheme becoming effective and with effect from the Appointed Date, the filing of certified copies of the order of National Company Law Tribunal, Chennai Bench and Mumbai Bench sanctioning this Scheme shall constitute a creation / modification/ satisfaction of charge in the name of the **Transferee Company** in accordance with the provisions of Section 77 to 87 of the Act, if there are any existing charges attaching to the **Transferor Company**.

4.12.6 After the Effective Date and as soon as possible, the **Transferor Company** shall handover to the **Transferee Company** all the relevant records title deeds, contracts, agreements, licenses, instruments, and all other documents and information pertaining to



the assets, properties, rights, privileges, liabilities and obligations etc. of the **Transferor Company** which shall stand transferred to and vested in the **Transferee Company** in terms of this Scheme.

4.13. Conduct of Business till Effective Date

4.13.1 With effect from the Appointed Date and upto and including the Effective Date:

4.13.2 The **Transferor Company** shall carry on and be deemed to have carried on its business and activities, in trust for the **Transferee Company** and shall account for the same to the **Transferee Company**. The **Transferor Company** shall hold the said assets with utmost prudence until the Effective Date.

4.13.3 Any income or profit accruing or arising to the **Transferor Company** and all costs, charges, expenses and losses or taxes (including but not limited to advance tax, tax deducted at source, Minimum Alternate Tax credit, VAT and Sales Tax Credit, GST, Service Tax, CENVAT Credit, taxes with held/paid in a foreign country etc.) incurred by the **Transferor Company** shall for all purposes be treated as the income, profits, costs, charges, expenses and losses or taxes, as the case maybe, of the **Transferee Company**



and shall be available to the **Transferee Company** for being disposed off in any manner as it thinks fit.

4.13.4 The **Transferor Company** shall carry on its business activities with reasonable diligence and business prudence. The **Transferor Company** shall not undertake any additional financial commitments, borrow any amounts or incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitment either for itself or on behalf of its subsidiaries, or sell, transfer, alienate, charge, mortgage or encumber or deal with the Assets except with the written consent of the **Transferee Company**.

4.13.5 Pending sanction of the Scheme, the **Transferor Company** shall not make any change in its capital structure either by any increase, (by issue of equity shares on a rights basis, bonus shares, convertible debentures or otherwise) decrease, reduction, reclassification, sub-division or consolidation, re-organization, or in any other manner except by mutual consent of the respective Boards of Directors of the **Transferor Company** and the **Transferee Company** or as may be expressly permitted under this Scheme or as may be required to give effect to the Scheme.



4.14. Consideration

In consideration of the transfer under clauses 4.1 & 4.2 above and upon the Scheme becoming effective after being sanctioned by the National Company Law Tribunal, Chennai Bench and Mumbai Bench the 100% share holdings held by the **Transferee Company** in the transferor company (the **Transferor Company** being a 100% subsidiary of the T**ransferee Company**) shall be nullified/cancelled on the approval of the scheme of amalgamation. Similarly, the investment of the **Transferee Company** in the **Transferor Company's** shares shall also stand cancelled.

PART-IV

General terms and conditions

5. Accounting Treatment in the books of Transferee Company

5.1 The **Transferee Company** shall upon the Scheme becoming effective, record the assets and liabilities of the **Transferor Company** transferred to and vested in it pursuant to this Scheme at their respective book values as appearing in the books of the **Transferor Company** as at the close of business of a day immediately preceding the Appointed Date.

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5.2 The excess or deficit, as the case may be, of the book value of the assets over the value of the liabilities of the **Transferor Company** transferred to and vested in the **Transferee Company** pursuant to this Scheme shall be treated by the Transferee Company in accordance with the Accounting Standards issued by the Institute of Chartered Accountants of India and other normally accepted Accounting principles.

5.3 Dissolution of Transferor Company:

Upon the Scheme being sanctioned by the National Company Law Tribunal, Chennai Bench and Mumbai Bench under section 230-232 of the Act and on its becoming effective, the **Transferor Company** shall be dissolved without going through the process of winding up with effect from the appointed date on such other date as may be fixed by the National Company Law Tribunal, Chennai Bench and Mumbai Bench.

5.4 Application to National Company Law Tribunal (NCLT), Chennai Bench and Mumbai Bench

The Transferor Company shall make and file all applications, and petitions under Sections 230-232 of the Act before the National Company Law Tribunal (NCLT), Mumbai Bench and The Transferee Company shall make and file all applications, and petitions under Sections 230-232 of the Act before the National Company Law Tribunal (NCLT), Chennai Bench for sanction of this Scheme under the provisions of law, and shall apply for such



approvals as may be required under law. The Transferee Company shall, with all reasonable dispatch, make and pursue application to the National Company Law Tribunal (NCLT), for sanctioning this scheme under Section 230-232 of the Act and for an order or orders under Section 230-232 of the Act for carrying this scheme into effect and for dissolution without winding up of the Transferor Company i.e., M/s. Vector Projects (India) Private Limited.

5.5 Modifications / Amendments to the Scheme:

5.5.1 **Transferee Company** (by its Directors) and **Transferor Company** (by its Directors):

5.5.1.2 may assent to any modification or amendment to the Scheme which the National Company Law Tribunal (NCLT), Chennai Bench and Mumbai Bench and / or any other authorities under law may deem fit to direct or impose; and / or

5.5.1.3 may assent to any terms and / or conditions which the National Company Law Tribunal (NCLT), Chennai Bench and Mumbai Bench and / or any other authorities under law may deem fit to direct or impose; and / or

5.5.1.4 may give such directions and / or may assent to any modification or amendment which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise for implementing and / or carrying out the Scheme;



5.5.1.5 may do all acts, deeds and things as may be necessary, desirable or expedient or giving effect to the Scheme, and the aforesaid modifications, amendments and terms and conditions; and / or

5.5.1.6 may also in their full and absolute discretions, withdraw or abandon the Scheme at any stage of the proceedings.

5.5.1.7 For the purpose of giving effect to the Scheme after it is sanctioned by the National Company Law Tribunal (NCLT), Chennai Bench and Mumbai Bench, the Directors of the **Transferee Company** and **Transferor Company** are authorized to identify / allocate / apportion the assets and liabilities covered under the Scheme.

5.5.1.8. If any part of this Scheme is found invalid, ruled illegal by the National Company Law Tribunal (NCLT), Chennai Bench and Mumbai Bench or any other authority of competent jurisdiction or found unenforceable under the present or future laws, then it is the intention of the **Transferee Company** and **Transferor Company** that such part shall be severable from the remainder of the Scheme and the Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to either Company, in which case the Board of Directors of the **Transferee Company**, the and **Transferor Company** shall attempt to bring about a modification in the Scheme, as will best preserve for the two Company, the benefits and obligations of this Scheme, including



but not limited to such part. It is made clear that no further approval of the shareholders or the creditors shall be necessary for giving effect to the provisions contained in this clause.

5.5.1.9 Any change in the Share capital structure of the transferee company including consolidation, sub-division of shares etc., as contemplated under section 61 of the Companies Act, 2013 shall not be treated or deemed to the modification/amendment to the scheme. However, the share capital of the Transferor company shall not be altered/amended without the approval of the Board of Directors of the Transferee company.

5.6 The Scheme is conditional and subject to following approvals.

5.6.1 Shareholder and Creditor approval: The approval by the requisite majorities/consent of the members, creditors and debenture holders of the **Transferor Company** and the **Transferee Company** as directed by the National Company Law Tribunal (NCLT), Chennai Bench and Mumbai Bench.

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5.6.2 Approval of SEBI and the Stock Exchanges: The Approval of SEBI and Stock Exchanges are not required, as SEBI has amended the LODR (Regulations), 2015 on 15th February and inserted the sub-regulation (6) after the Sub-Regulation (5) in the Regulation 37 which reads as follows:

37(6). Nothing contained in this regulation shall apply to draft schemes which solely provide for merger of a wholly owned subsidiary with its holding company.

Provided that such draft schemes shall be filed with the stock exchanges for the purpose of disclosures.

Therefore the Transferee Company will file a Draft Scheme of Merger with Both the Stock Exchanges, for the purpose of Disclosure only.

5.6.3 Approval of the National Company Law Tribunal (NCLT), Chennai Bench and Mumbai Bench: Obtaining all sanctions and orders of the National Company Law Tribunal (NCLT), Chennai Bench and Mumbai Bench under the Act.

5.6.4 The Scheme although operative from the appointed date shall be given effect to with such modification as may be ordered by the National Company Law Tribunal (NCLT), Chennai Bench and Mumbai Bench.



5.7 Effect of Non-Receipt of Approvals / Sanctions

5.7.1 In the event of the Scheme not being sanctioned by the National Company Law Tribunal (NCLT), Chennai Bench and/ or Mumbai Bench and/or the order or orders not being passed as aforesaid, the Scheme shall become null and void and in that event, no rights and liabilities shall, inter se, accrue between the parties in terms of the Scheme, 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. Each party shall bear and pay its respective costs, charges and expenses for and/or in connection with the Scheme.

5.7.2 No party claiming to have acted or changed his position in anticipation of this Scheme taking effect, shall get any cause of action against the **Transferee Company** and **Transferor Company** or any of their directors or officers, if the scheme does not take effect for any reason whatsoever, or is withdrawn, amended or modified.

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5.8 Expenses Connected with the Scheme

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

