
**MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF**

**ASIT C. MEHTA FINANCIAL SERVICES
LIMITED**

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, मुंबई

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : L65900MH1984PLC091326

मैसर्स NUCLEUS NETSOFT AND GIS (INDIA) LIMITED

जो मानते हैं, वे एतद्वारा सत्यापित करता हूँ कि मैसर्स
NUCLEUS NETSOFT AND GIS (INDIA) LIMITED

जो मूल रूप में दिनांक पच्चीस जनवरी एनीस सौ चौत्तसी को कम्पनी अधिनियम, 1956 (1956 का 1) के अर्तगत मैसर्स
NUCLEUS NETSOFT AND GIS (INDIA) LIMITED

के रूप में निर्मित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक दिनिश्चय पारित करके तथा
लिखित रूप में यह सूचित करके की उसी भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य
विभाग, नई दिल्ली की अधिसूचना सं. का. नि. 507 (अ) दिनांक 24.6.1985 एम.आर.एन. A43335827 दिनांक 11/09/2008 के द्वारा
प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मैसर्स
ASIT C MEHTA FINANCIAL SERVICES LIMITED

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र, मेरे हस्ताक्षर द्वारा मुंबई में आज दिनांक ग्यारह सितम्बर दो हजार अठ को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Maharashtra, Mumbai

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : L65900MH1984PLC091326

In the matter of M/s NUCLEUS NETSOFT AND GIS (INDIA) LIMITED

I hereby certify that NUCLEUS NETSOFT AND GIS (INDIA) LIMITED which was originally incorporated on Twenty Fifth day of January Nineteen Hundred Eighty Four under the Companies Act, 1956 (No. 1 of 1956) as NUCLEUS NETSOFT AND GIS (INDIA) LIMITED having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN A43335827 dated 11/09/2008 the name of the said company is this day changed to ASIT C MEHTA FINANCIAL SERVICES LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand and the Seal of the Registrar of Companies, Mumbai this Eleventh day of September Two Thousand Eight.



(MILIND VITTHALRAO CHAKRANARAYAN)

उप कम्पनी रजिस्ट्रार / Deputy Registrar of Companies

महाराष्ट्र, मुंबई

Maharashtra, Mumbai

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

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

ASIT C MEHTA FINANCIAL SERVICES LIMITED
NUCLEUS HOUSE SAKI-VIHAR RD., ANDHERI (E) .. MUMBAI,
MUMBAI - 400072.
Maharashtra, INDIA

No. 11- 91326

FRESH CERTIFICATE OF INCORPORATION
CONSEQUENT ON CHANGE OF NAME

IN THE OFFICE OF THE REGISTRAR OF COMPANIES, MAHARASHTRA,
MUMBAI.

In the matter of NUCLEUS SECURITIES LIMITED

I hereby approve and signify in writing under Section 21 of the Companies Act, 1956 (Act of 1956) read with the Government of India, Department of Company Affairs, Notification No. G.S.R. 507E dated the 24th June 1985 the change of name of the Company.

from NUCLEUS SECURITIES LIMITED

to NUCLEUS NETSOFT AND GIS (INDIA) LIMITED

and I hereby certify that NUCLEUS SECURITIES LIMITED

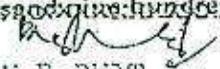
which was originally incorporated on 25th
day of JANUARY 1984 under the Companies Act, 1956 and under the name

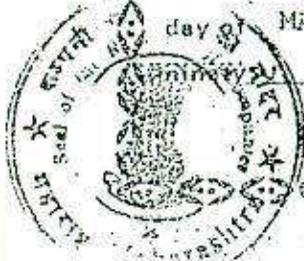
NORTHERN INDIA LEASING LIMITED having
duly passed the necessary resolution in terms of section 21/22/(1)
(a)/22(1)(b) of the Companies Act, 1956 the name of the said
Company is this day changed to

NUCLEUS NETSOFT AND GIS (INDIA) LIMITED and this
certificate is issued pursuant to Section 23(1) of the said Act/

Given under my hand at MUMBAI this 31st

day of MAY 2006 one thousand nine hundred


(H.R. BHAT)
Deputy Registrar of Companies
Maharashtra, Mumbai.





भारत गार्ड • भारत
Form I. A.
निगमन का प्रमाण-पत्र

Certificate of Incorporation

सं० 17417..... काष्ठ1905.....

No. 17417..... of..... 19..... 83-84.....

मैं एतद् द्वारा प्रमाणित करता हूँ कि आज..... नोर्दर्न इन्डिया लीजिंग...
लिमिटेड.....

कम्पनी अधिनियम 1956 (1956 का 1) के अधीन निगमित की गयी है और
यह कम्पनी परिलिमिटेड है।

I hereby certify that.....NORTHERN INDIA LEASING LIMITED.....

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

मेरे हस्ताक्षर से आज ता. 5 माघ, 1905 को दिया गया।

Given under my hand at.....NEW DELHI.....this.....TWENTY FIFTH.....
day of.....JANUARY.....One thousand nine hundred and..... EIGHTY-FOUR.....



Sd/-
(सुरज कपूर)
कम्पनी रजिस्ट्रार
(SOORAJ KAPOOR)
Registrar of Companies
DELHI & HARYANA



CO. NO. 17417

Certificate for Commencement of Business

व्यापार प्रारंभ करने का प्रमाण-पत्र

Pursuant to section 149 (3) of the Companies Act, 1956

कम्पनी अधिनियम १९५६ की धारा १४९ (३) के अनुसरण में

I hereby certify that the NORTHERN INDIA LEASING LIMITED
मैं एतद द्वारा प्रमाणित करता हूँ कि नोदर्भ इण्डिया लीजिंग लिमिटेड

which was incorporated under the Companies Act, 1956 on
जो कि कम्पनी अधिनियम, १९५६ के अन्तर्गत पंजीकृत की गई थी दिनांक 5 JULY, 1905
the TWENTY EIGHTH day of JANUARY 19 84

and which has filed a duly verified declaration in the
शोर जिस में नि यथावत् निर्धारित प्रपत्र में सत्यापित घोषणा पत्र प्रस्तुत
prescribed form that the conditions of section. 149 (1) (a) /
कर दिया है कि उस ने धारा 149 (1) (a) / 149 (1) (a)
148 (2) (a) to (e) of the said Act, have been complied with, is entitled
को सभी बातों का अनुपालन कर दिया है, अतः व्यापार प्रारंभ करने की
to commence business.

प्रधिकारी है।

Given under my hand at NEW DELHI

मेरे हस्ताक्षर से आज दिनांक 12 FEBRUARY, 1905

this SECOND day of MARCH

One thousand nine hundred and SEVENTY-FOUR

को जारी किया गया।



(R. C. NIGAM)
Registrar of Companies

कम्पनी रजिस्ट्रार
दिल्ली एवं हरियाणा

FRESH CERTIFICATE OF INCORPORATION
CONSEQUENT ON CHANGE OF NAME

COMPANY NO.....55-17417.....

In the Office of the Registrar of Companies, Delhi & Haryana
(under the Companies Act, 1956 (1 of 1956))

IN THE MATTER OF.....NORTHERN INDIA LEASING LIMITED.....

I hereby certify that.....NORTHERN INDIA LEASING LIMITED.....

....., which was originally incorporated onTWENTY FIFTH.....
day of.....JANUARY.....One Thousand Nine Hundred.....EIGHTY FOUR.....

under the Companies Act, 1956 (Act 1 of 1956) under the name.....NORTHERN INDIA.....
LEASING LIMITED.....

....., having duly passed the necessary resolution in
terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government
signified in writing having been accorded thereto under Section 21 read with Government of
India, Department of Company Affairs Notification No. G.S.R. 507(E) dated 24-6-1985 by
Registrar of Companies, Delhi & Haryana, New Delhi vide letter No. 21/55-17417/12631

dated.....7.7.93.....the name of the said Company is this day changed to.....

.....NUCLEUS SECURITIES LIMITED..... and this Certificate
is issued pursuant to Section 23(1) of the said Act.

Given under my hand at NEW DELHI this.....EIGHTH.....
day of.....JULY.....One Thousand Nine Hundred and Ninety THREE.



V. S. GARGAL
(V.S. GARGAL)

REGISTRAR OF COMPANIES,
DELHI AND HARYANA

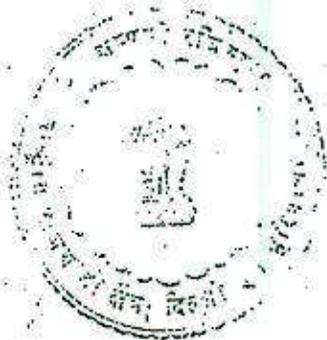
Co. No. 55-17417 (Section 18 (3) of Companies Act, 1955)

CERTIFICATE OF REGISTRATION OF THE ORDER OF COMPANY LAW BOARD BENCH
CONFIRMING TRANSFER OF THE REGISTERED OFFICE FROM ONE STATE TO ANOTHER

The Nucleus Securities Ltd. having by special resolution altered the provision of its Memorandum of Association with respect to the place of the registered office by changing it from the state of NCT of Delhi to the state of Maharashtra and such alteration having been confirmed by an order of the Bench of the company Law Board at their setting at New Delhi vide C.P. No. 858/17/94-CLB bearing dated the 25-1-95

I hereby certify that certified copy of the said order has this day been registered.

Given under my hand at New Delhi this 26th day of July One Thousand Nine Hundred and forty five



lslg
REGISTRAR OF COMPANIES
NCT of DELHI & HARYANA

No.11-91326

(Section 18(3) of Companies Act 1956)

CERTIFICATE OF REGISTRATION OF THE ORDER OF
THE COMPANY LAW BOARD, NORTHERN REGION BENCH, NEW DELHI
CONFIRMING TRANSFER OF THE REGISTERED OFFICE
FROM ONE STATE TO ANOTHER

The NUCLEUS SECURITIES LIMITED
having by special resolution altered the provisions
of its Memorandum of Association with respect to the
place of the registered office by changing it from
the state of NATIONAL CAPITAL TERRITORY OF to the
DELHI & HARYANA
state of MAHARASHTRA and such alteration
having been confirmed by an order of THE COMPANY LAW
BOARD, NORTHERN REGION BENCH, NEW DELHI,
bearing date the 25TH JANUARY, 1995

I hereby certify that a certified copy of the said
order has this day been registered.

Given under my hand at BOMBAY
this SECOND day of AUGUST
one thousand nine hundred and NINETYFIVE



(Signature)
(Y.M.DEOLIKAR)
ADDL. REGISTRAR OF COMPANIES
MAHARASHTRA.

*JMH:

(The COMPANIES ACT, 1956)
(PUBLIC COMPANY LIMITED BY SHARES)

MEMORANDUM OF ASSOCIATION

OF
ASIT C. MEHTA FINANCIAL SERVICES LIMITED
(FORMERLY NUCLEUS NETSOFT AND GIS (INDIA) LIMITED)

- I. The name of the Company is "ASIT C. MEHTA FINANCIAL SERVICES LIMITED"
- II. The Registered Office of the Company will be situated in the State of Maharashtra
(Approved by a Special Resolution passed at the Tenth Annual General Meeting held on 8th June 1994 and confirmed by the Company Law Board Northern Region Bench New Delhi vide Petition No 258/17/94 CLB dated 25th January, 1995.)
- III. The objects for which the company is established are:
 - A. THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION:
 1. To carry on and undertake the business of finance, hire purchases, leasing and to finance lease operations of all kinds purchasing, selling, hiring or letting on hire all kinds of plant and machinery and equipment that the Company may think fit and to assist in financing of all and every kind and description of hire purchase or deferred payment or similar transactions and to subsidise finance assist in subsidising or financing the sale and maintenance of any goods, articles of commodities of all and every kind and description upon any terms whatsoever and to purchase of otherwise deal in all forms of immovable and movable property including land and buildings plant and machinery equipment, ships, aircraft, automobiles, computers and all consumers, and industrial items and to lease or otherwise deal with them in any manner including resale thereof regardless of whether the property purchased and leased be new and or used.
 2. To advance deposit or lend money, securities and properties to or with any company firm, person or association 'whether falling under the same management or otherwise', in accordance with and to the extent permissible under the provisions contained in Sections 370 of the Companies Act, 1956 with or without security and on such terms as may be determined from time to time. However the Company shall not carry on the business of Banking as defined under the Banking Regulation Act, 1949.
 3. To carry out financing operation and perform financing services including factoring making of loans, both short and long term with provision for computer software.
 4. To provide a leasing advisory/counseling service to other entities and or from the leasing arm of other entities.
 5. To carry on the business of Merchant Banking and Portfolio Management subject to SECURITIES AND EXCHANGE BOARD OF INDIA (MERCHANT BANKING) Rules and Regulation 1992 and such other approvals as may be required from other authorities/subject to compliance of any other law in this regard, but not to carry on all or any part of Banking Business as contemplated by the Reserve Bank of India Act/Banking Regulations Act, 1949.
(Approved by a Special Resolution passed at the Tenth Annual General Meeting held on 8th June, 1994 and confirmed by the Company Law Board Northern Region Bench, New Delhi vide Petition No 257/17/94 CLB dated 10th February, 1995.)
 6. To buy, sell, trade, exchange, deal or otherwise engage in India or abroad in trade and investment in instruments of all kinds and types, whether securitised or not including shares, stocks securities, debentures, bonds, cumulative convertible preferences shares, certificates of deposits, commercial paper, participation certificates, bill of exchange, letters of credit, promissory notes, cheques whether negotiable or not, currencies, drafts, travelers cheques, all kinds of units, coupons warrants, options and such other derivatives, issued or to be issued by companies, Governments, corporations Banks, Cooperatives, firms, organisations, mutual benefit societies, in India or abroad and trade in either as principal, broker, agent, dealer, stockiest, trader, consignee or any other capacity.

(Approved by a Special Resolution passed at the Tenth Annual General Meeting held on 8th June, 1994 and confirmed by the Company Law Board, Northern Region Bench, New Delhi vide Petition No. 257/17/94 CLB dated 10th February, 1995.)

7. To barter, swap, borrow, lend, assure, underwrite, guarantee, give comfort for pledge, hypothecate, charge, mortgage, procure or mobilise funds for or arrange placements of or otherwise deal in stock, share, securities, debt commodity, foreign exchange, bullion, housing finance, futures, and options. Currencies, Credit Savings and loans and factoring of debt and any other Financial Services, in India and abroad and deal in either as principal, broker, agent, dealer, stockiest, trader, consignee or any other capacity.

(Approved by a Special Resolution passed at the Tenth Annual General Meeting held on 8th June, 1994 and confirmed by the Company Law Board, Northern Region Bench, New Delhi vide Petition No 257/17/94 CLB dated 10th February 1995.)

8. To acquire membership, dealership, directorship, licenses, permits, registrations or such other positions in such Associations, Exchange, Organizations and Bourses in India and abroad and carry on the business as members, dealers, licence or any other capacity in any of these.

(Approved by a Special Resolution passed at the Tenth Annual General Meeting held on 8th June, 1994 and confirmed by the Company Law Board, Northern Region Bench, New Delhi vide Petition No 257/17/94 CLB dated 10th February, 1995.)

The following clauses were inserted pursuant to the Scheme of Amalgamation approved by the High Court at Mumbai vide its Order dated 10th February, 2006 and a copy of the same was filed with the Registrar of Companies, Maharashtra on 22nd February, 2006.

- 9a. To carry on the business and professions of providing services of all types including technical, administrative, marketing, tele-calling and other office services and providing services of technicians, administrators, salesman, economists and of working as professional consultants, on technical, management, productivity, taxation, employment, investment, marketing, banking and economic problems and matters.
- 9b. To act as services organization or bureau for providing advice and services in various fields, general administrative, secretarial, consultancy, commercial, financial, legal, economic, labour, industrial, public relations, scientific technical, direct and indirect taxation and other levies, statistical accountancy, records management, quality control and data processing, software computer hardware, networking consultancy, internet related services etc.
- 10a. To provide computer consultancy services covering feasibility studies, systems design and development, data processing, computer-based MIS, on line / real time systems, process control, distributed computing, data base designing and implementation, studies, on computer architecture, designing of compilers, operating systems, simulators and other emerging areas of computer technology to develop export and import software for various organizations including computer manufacturers, Government and Industry in India and overseas and to provide management consultancy services covering organizations studies productions, material, finance, marketing, personnel, MIS, Industrial Engineering, Quality Control and Operations Research and other areas of management to business, Government, Industrial and other organizations and to provide for and deal in all areas related to information technology in Indian and abroad and also to setup, operate and be a service provider.
- 10b. To advise and render services like technical analysis of data, electronic data processing, preparation of project report, surveys and analysis or implementation of project and to establish and render any and all consultancy and other services of professional and technical nature and to undertake assignments, jobs and appoints and to carry on as Advisors, consultants, contractors to any persons, firms associations, corporate requiring knowledge expertise or know how in the field of information technology, computer software and hardware, geographic information systems, networking, education training in all kinds and to organize imparting training in areas of banking, insurance, multimedia, internet, enterprise resources planning and other related computer fields by use of computers and other related equipment for clients in India and abroad.

B. THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS.

TO PURCHASE, MANUFACTURE AND DEAL IN MATERIALS SUBSTANCES:

1. To purchase and otherwise acquire manufacture, own, import, sell, export and deal in all material substances, appliances, machines, containers and other articles and apparatus and things capable being used in any of the aforesaid business and to own, lease and otherwise acquire and use facilities of whatever kind as may be convenient or useful or conducive to the effective working of the said business or any part thereof.

CONSTRUCT AND SUPERINTEND BUILDINGS OFFICERS STRUCTURES:

2. To acquire, build, construct, alter, maintain, enlarge, pull down, remove or replace and to work, manage and control any buildings, offices, factories mills, shops, machinery, engine, roadways, tramways, railways, branches or sliding bridges, reservoirs, water courses, wharves, electric works and (other works and) conveniences which may seem necessary to achieve the main objects to the company and to join with any other person or company and to join any other person or company in doing any of these things.

GENERAL MANUFACTURERS:

3. To buy, sell, manufacture, repair, alter, improve, exchange, let out on hire, import, export and deal in all factories, works plant, machinery, tools utensils, appliances, apparatus, products materials, substances, articles and things capable of being used in any business which this company is competent to carry on and to manufacture, experiment with render marketable and deal in all products if residual and bye-products incidental to or obtained in any of the business carried by on the Company.

PURCHASE, LEASE, EXCHANGE :

4. To purchase, take on lease of tenancy or in exchange, hire, take options over or otherwise acquire for any estate or interest, whatsoever and to hold develop, work, cultivate, deal with and turn to account concessions grants, decrees, licences, privileges, claims, options, leases, property, real or personal or rights or powers of any kinds which may appear to be necessary or convenient or any business of the company.

PRELIMINARY EXPENSES:

5. To pay for preliminary any pre-incorporation expenses of the Company.

DISPOSAL OF UNDERTAKING AND PROPERTY OF THE COMPANY:

6. To sell, exchange, mortgage, let on lease, royalty or tribute, grant licences, easements, options and other rights over and in other manner deal with or dispose of the whole or any part of the undertaking, property, assets, rights and effect of the company for such consideration as may be thought fit and in particular for stock, shares whether fully or partly paid up of securities of any other company having objects whole or in part similar to those of the company or as may be approved by the shareholders.

PAYMENTS FOR PROPERTY AND SERVICES:

7. To pay for any rights or property required by the Company and to remunerate any person, firm or body corporate rendering services to the Company either by cash payment or by allotments so him or them of shares or securities of the Company as paid up in full or in part or otherwise.

ADVANCES, DEPOSITS AND LOANS:

8. To lend and advance money, either with or without security and give credit to such persons (including Government) and upon such terms and conditions as the Company may think fit, provided the company shall not carry on banking business.

FINANCIAL AND COMMERCIAL OBLIGATIONS:

9. To undertake financial obligations, transaction and operations of all kinds.

GUARANTEE AND SURETY:

10. To guarantee the performance of any contract or obligations of and the payment of money of or dividends and interest on any stock, shares or securities of any company corporation, firm or person in any case in which such guarantee may be considered directly or indirectly to further the objects of the company.

GUARANTEE AND SURETY:

11. To guarantee the payment of money unsecured or secured or payable under or in respect of promissory notes, bonds, debentures, debenture stock, contracts, mortgages, charges of obligations instruments and securities of any company or of any authority, supreme, municipal, local or otherwise or of any persons whomsoever, whether incorporated or not incorporated, and generally to guarantee or become sureties for the performance of any contracts of obligations as may be necessary for the purpose of the Company.

HOLDING STOCKS, SHARES AND SECURITIES:

12. To subscribe for underwrite, acquire, hold and sell shares-stock, debentures, debenture stock bonds, mortgages, obligations, securities of any kind issued or guaranteed by any company (body corporation or undertaking) of whatever nature and whatsoever constituted or carrying on business, and to subscribe for underwrite, acquire, hold and sell shares-stock, debentures and debenture stock, bonds, mortgages, obligations and other securities issued or guaranteed by any government, sovereign ruler, commissioner, trust, municipal local or authority or body of whatever nature, whether in India or elsewhere as may be conducive to the business of the company.

INVESTMENTS:

13. To invest any money of the company not immediately required in such investments (other than shares or stocks in the Company) as may be thought proper and to hold, sell or otherwise deal with such investments as may be necessary for the purpose of the Company.

BORROWING:

14. Subject to Section 58-A of the Act and the Act and the regulations made thereunder and the directions issued by the Reserve Bank of India. To receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit and in particular by the issue of debentures or debenture-stock (perpetual or otherwise) and to secure the payment of any money borrowed, raised or owing by mortgage charge or lien upon all or any of the property or assets of the Company (both present or future) including its uncalled capital and also by similar mortgage charge, or lien to secure and guarantee the performance by the Company or other person or Company of any obligation undertaken by the Company.

NEGOTIABLE INSTRUMENTS:

15. To draw, make, accept, endorse, discount, negotiate execute and issue bills of exchange, promissory notes, bills of lading debentures and other negotiable or transferable instrument or securities.

PATENTS:

16. To apply for purchase or otherwise acquire and protect prolong and renew in any part of the world, any patents, rights brevetted, inventions, trade marks, designs, licences, protections, concessions and the like conferring any exclusive or non-exclusive or limited right to their use or of any secret or other information as to any invention, process or privilege which may seem, capable of which may seem calculated directly or indirectly to benefit the Company and to use exercise develop or grant licences or privileges which may seem, capable of being used for any of the purposes of the company or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use exercises, develop or grant licences or privileges in respect of or otherwise turn to account the property, rights and information so acquired and to carry on any business in any way connected therewith.

IMPROVEMENTS OF PATENTS AND OTHER RIGHTS:

17. To spend money in experimenting on and testing and in improving or seeking to improve any patents, rights, inventions discoveries processes or information of the Company or which the Company may acquire or propose to acquire.

TRUSTEE AND AGENCY BUSINESS:

18. To do all or any of the above things either as principal, agents, trustees, contractors or otherwise and either alone or in conjunction with others and either by or through agents, sub-contractors, trustees or otherwise.

ACQUIRE AND UNDERTAKE BUSINESS:

19. To acquire and undertake all or any part of the business, property and liabilities of any persons or company carrying on or proposing to carry on any business which this Company is authorised to carry or possessed of property suitable for the purposes of the Company.

REGISTRATION OF COMPANY OUTSIDE INDIA:

20. To procure the registration recognition of the company in or under the laws of any place outside India.

PROMOTION:

21. To form incorporate or promote any company or companies whether in India or elsewhere, having amongst its or their objects the acquisition of all or any of the assets or control management or development of the company or any other objects which in the opinion of the Company could or might directly or indirectly assist the company in the management of its business or the development of its properties or otherwise prove advantageous to the company and to pay all or any of the costs and expenses incurred in connection with any such promotion or incorporation and to remunerate any person or company in any manner it shall think fit for services rendered or to be rendered in obtaining subscription for or placing or assisting to place or to obtain subscription for or for guaranteeing the subscription of or the placing of any shares in the capital of the company or any bonds, debentures, obligation or securities of any other Company held or owned by the company or in which the Company has any interest or in or about the formation or the promotion of the Company or the conduct of its business or in or about the promotion of any other company in which the Company may have an interest.

AMALGAMATION AND PARTNERSHIP:

22. Subject to the provisions of the Companies Act, 1956 to amalgamate or to enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture or reciprocal with any person or persons or company or companies carrying be or engaged in any business which the company is authorised to carry on.

GOVERNMENT AND OTHER CONCESSIONS AND TO PROMOTE AND OPPOSE LEGISLATION:

23. To enter into any arrangement and take all necessary or proper steps with Governments or with other authorities, supreme, national, local, municipal or otherwise of any place in which the Company may have interest and to oppose and such step taken by any other company, firm or person which may be considered likely, directly or indirectly to prejudice the interest of the Company or its members and to assist the promotion whether directly or indirectly of any legislation which may seem advantageous to the Company and to obtain from any such Government authority and company and charters, contracts, decrees, rights, grants, loans, privileges or concessions which the company may think it desirable to obtain and carry out exercise and comply with any such arrangements charters, decrees, rights, privileges or concessions.

PUBLICITY:

24. To adopt such means of making known the products of the Company as may seem expedient and in particular by advertising in the press by circulars, by purchase and exhibition of work or art or interest, by publication of books and periodicals and by granting prizes, rewards and donations.

TRUSTS:

25. a) To undertake and execute any trust, the undertaking of which may seem to the Company desirable and either gratuitously or otherwise and vest any real or personal property, rights or interest acquired by or belonging to the Company in any person or Company on behalf of or for the benefit of the Company and with or without any declared trust in favour of the Company.

- b) To accept gifts and to give gifts and donations to create trusts for the welfare of employees member, directors and/or their dependants, heirs and children and for any deserving object for and other persons also and to act as trustees.

ESTABLISHMENT OF ASSOCIATION CONNECTED WITH THE COMPANY OR FOR THE EMPLOYEES OF THE COMPANY:

26. To apply the assets of the Company in any way in or towards the establishment, maintenance or extension of any association, institution or fund in any way connected with any particular trade or business or with trade or commerce generally and particularly with the trade including any association, institution or fund for the protection of the interests of masters, owners and employers against loss by bad debt strike, combinations, fire accidents or otherwise or for the benefit of any clerk, workman or others at any time employed by the Company or any of its predecessors in business or their families or dependants and whether or not in common with other persons or classes of persons and particular of friendly, co-operative and other societies, reading rooms, libraries, educational and charitable institutions, refractories dining and recreation room, churches, chapels, schools and hospitals and to grant gratuities, pensions and allowances and to contribute to any funds raised by public or local subscription for any purpose whatsoever.

AID TO LABOUR AND OTHER INDUSTRIAL ASSOCIATION:

27. To aid peculiarly or otherwise, any association, body or movement having for an object the solution, settlement or surmounting of industrial or labour Problems or troubles or the promotion of industry or trade.

DONATIONS:

28. To subscribe or guarantee money for any national, charitable, benevolent, public, general or useful object or for any exhibition Subject to the provisions of the Act.

PROVIDENT INSTITUTIONS:

29. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or is allied to or associated with the Company or with any such subsidiary Company or who are or where at any time Directors or officers of the Company as aforesaid and the wives, widows, families and dependent of any such persons and also establish and subsidise and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interest and well-being of the Company or of any such other Company as aforesaid and make payments to or towards the insurance of any such persons as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.

DISTRIBUTION IN SPECIE:

30. To distribute among the members in specie or otherwise any property of the Company, or any proceeds of sale or disposal of any property of the Company, in the event of its winding up but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

TO DO ALL THINGS INCIDENTAL:

31. To do all such other things as may be deemed incidental or conducive to attainment of the above objects or any of them.

C. OTHER OBJECTS:

STOREKEEPERS:

1. To carry on, in any mode, the business of storekeepers in all its branches and in particular to buy, sell and deal in goods, stores consumable articles, chattels and effect of all kinds, both wholesale or retail.

IMPORTERS, EXPORTER'S AGENTS:

2. To carry on business as importers and exporters of goods or merchandise of any description or to act as shippers underwriters, commission agents, advertising agents, traveling agents, transport

agents, forwarding and clearing agents, brokers, estate agents and hardware merchants.

ENGINEERING GOODS:

3. To carry on business of manufacturer of and dealers in automobiles parts, accessories ancillaries, stores and spare and to engineer, develop, design, assemble, manufacture, produce, import and export, buy, sell and otherwise deal in industrial, mining, agricultural and other machines and all types of tools, plants, equipments, instruments, appliances and hardware of all kinds, general fittings, accessories and appliances of all description made of metal alloy, glass synthetic an other fibers, chemicals and PVC compounds, plastics or any other material.

ELECTRICAL ENGINEERS:

4. To carry on the business of electrical engineers, electricians, engineer, contractors, manufacturers, contractors, suppliers of and dealers in electrical and other appliances, cables wire-lines, accumulators, dry-cells lamps and work to generate, accumulate, distribute and supply electricity for the purpose of light, heat motive power and for all other purposes for which electrical energy can be employed and to manufacture, and deal in all apparatuses and things required for or capable of being used in connection with the generations, distribution, supply accumulation and employment of electricity, including in the term electricity all power that may be directly or indirectly derived there from or may be incidentally hereafter discovered in dealing with electricity.

ELECTRICAL EQUIPMENT:

5. To manufacture and/or produce and/or otherwise engage generally in the manufacture or production of or dealing in electrical kilowatt hour meters, magnets, electromagnets power cables, industrial jewels, ammeters, voltmeters and other types of measuring instruments, electrical or non electrical die casting screws, nuts and bolts, transformers of all types, circuit-breakers, punched card machines, computers and calculators and their accessories, hoists, elevators, trolleys and coaches, winches lower generators, magnetic separators, winders air compressors, welders, fans of all types, switches and motor: of all types, drills, electric grinders, air conditioners, refrigerators, washing machines, television and wireless apparatus including radio receivers and transmitters, electronic instruments diodes, transistors and allied items, watches and clocks, cameras and any household appliances and any equipment used in the generator, transmission and receiving of sound, light and electrical impulses, and component parts thereof.

MECHANICAL ENGINEERS:

6. To carry on the business of mechanical engineers, machinists, fitters, millwrights, founders, wire drawers, tube makers, metallurgist, saddlers, galvanizers, jappers, annealers, enamellers, electroplaters and painters.

DATA PROCESSING:

7. To carry on a general business of providing comparative information about the characteristics interest of other attributes of individuals communities, organisations, countries or other social units and of any articles or commodities or economic trends or persons whatsoever, to design, invent, prepare, own, make use of lease sell or otherwise dispose of and generally, to deal in and with computers, data processing machines, types, cards, memory equipment or any other equipment and materials of every kind and description useful in connection with this-business, to licence or otherwise authorise other to engage in the foregoing, and to engage in general research and development in areas related to or involving the foregoing.

WOOD PRODUCTS:

8. To grow take on lease, acquire, develop, deal in plantations and forests, and to process in all aspects timber, wood, plywood, and all kind of wood and to make products wherein wood in a constituent part and to design develop, fabricate and products involving the use of wood.

CHEMICAL AND FERTILIZERS:

9. To produce, manufacture, use buy or otherwise, acquire, sell, distribute, deal in and dispose of alkalies and acids, gases compounds, fertilizers, chemicals and chemical products, of every nature and description and compounds, intermediates, derivatives and bye-products thereof and products to be made therefrom (hereinafter, for convenience referred to generally as, chemicals and products) including specifically, but without limiting the generality of the foregoing, calcium carbide calcium cyanamide, vat, solubilised vat, azoic salts, naphthols, all type of flotation reagents, wetting agents, insecticides and fumigants, plastics and resins, dyestuffs, explosive; catalytic agents, foods, direct colours, basic and rapid fast colours, pigments, drug, biologicals, pharmaceuticals, serums, vitamin products, hormones, sutures, ligature, drugs for disease or disabilities, in men or animals, and products derived from phosphate, mines, limestone, quarries, bauxite mines, petroleum, natural gas and other natural deposits useful or suitable in the manufacture of chemicals and chemical products as hereinabove defined.

OILS:

10. To manufacture, produce, refine, prepare, purchase, store, sell and generally to trade and deal in petroleum and all kinds of mineral oils and all products and by-products therefore including way, paraffin soap, paint, varnish lubricants, illuminant and butter substitutes oils, cloth, candles, glycerine, stearing and in connection therewith to acquire construct, repair, operate and use oil and other refineries, buildings, mills, factories oil wells, derricks distilleries, ghanies, rotaries, expellers, mechanical or hydraulic press.

RESINS AND PAINTS:

11. To carry on the business of manufacturers and dealers, importers of natural and synthetic resins, moulding powders, adhesives and cements, oil paints, distempers, cellular paints, colours, varnishes, enamels, gold and silver leaf enamels, spirits and other allied articles.

CALCINED COKE:

12. To carry on development and research work and to manufacture, calcine, refine, process, import, export, buy, sell and deal in petroleum coke, calcined coke and coaltar, anthracite coal and to draw out, manufacture and deal in coal tar, cation products and other bye-products as may be possible and to utilise waste gases for industrial uses and purposes.

GLASS:

13. To manufacture, prepare, import, export, buy sell and otherwise deal in all kinds of glass, glassware, glass goods, mirrors, looking glass, scientific glass wares, sheets, and plate glass, bangles, false pearls, phials and all kinds of articles prepared of glass and to carry on the business of glass embossers, ecclesiastical lead workers, tablet, show card and show case manufacturers.

INSTRUMENTS:

14. To manufacture, produce, assemble, distribute, stock, barter, exchange, pledge, repair use, buy, sell, import and export and otherwise deal in all types of scientific instruments, and their accessories, testing instruments, process control instruments, electrical and electronic instruments, nautical, aeronautical and survey instruments, optical and ophthalmic instruments general laboratory medical and surgical instruments, apparatuses, scientific laboratory glassware, photo graphical chemical and other instruments, apparatuses appliances, equipments, devices contrivances, their accessories and components.

AGRICULTURAL MACHINERY:

15. To engineer, develop, design, assemble, manufacture, produce, import, export, buy, sell, operate, run, let on hire and otherwise deal in.
- a) all kinds of earthmoving and agricultural machines, petrol and diesel engines, tools, plants, tractors, equipments, spares, appliances, implements, accessories, mobile or otherwise;
 - b) heavy vehicles and machines for agricultural and land reclamation, drainage, irrigations, waterworks, engineering, forest clearing, pumping and other purposes;
 - c) spraying machines, vehicles and equipments, whether mobile or otherwise;
 - d) mobile workshops and garage equipment for repair and service stations;
 - e) tubewells pumps, flating or otherwise, motors and irrigation machinery;
 - f) transportation equipments for movements of its products or stores, machines, or personal and as general purpose freight carries;

SPRAYING:

16. To undertake the business of distribution and application of chemicals, fertilizer and pesticides, aerial or otherwise and to maintain and run vehicles, aeroplanes and equipments for spraying and to run the said vehicles and aeroplanes for hire and as passengers carrying crafts also.

ENTERTAINMENT:

17. a) To construct a cinematograph theatre and other building and works and convenience, for the purpose thereof and to manage, maintain and carry on the said theatre and to let out other buildings when so erected or constructed.
- b) To carry on the business of proprietors and managers of theatres (cinemas, picture places and concert halls) and to provide for the production, representation and performance (whether by mechanical means or otherwise) of operas, stage plays, operettas, burlesques, vaudevilles, revues, ballets, pantomimes, spectacular pieces, promenade, and other concerts and other musical and dramatic performance and entertainments.
- c) To carry on the business of restaurant, keepers, wine and spirit merchants, licensed, victuallers, theatrical agents, box keepers' dramatic and musical literature publisher and printers.
- d) To manufacture films and other appliances and machines in connection with mechanical reproduction or transmission of pictures, movements, music and sounds and to organise and conduct theatrical production and entertainment of all kinds.
- e) To enter into agreements with author or other persons, for the dramatic or other rights of operas, plays, films, operettas, burlesque, vaudevilles, revues, ballet, pantomimes, spectacular pieces, musical compositions and other dramatic and musical performance and entertainments or for the representation thereof in India and elsewhere, as well as of foreign rights and to enter into agreements of all kinds with artist and other persons.

TOURIST AGENTS:

18. To carry on business to tourists agents and contractors and to facilitate travelling and to provide for tourists and promote and provision of conveniences of all kinds in the way of through tickets, circular tickets, sleeping cars or berths, reserved places, hotel and lodging accommodation, guides, safe deposits, inquiry bureaus, libraries, lavatories, reading room, baggage transport and otherwise.

HOTEL:

19. To carry on business of hotel, restaurant, café, tavern, beer house, restaurant room, boarding and lodging, housekeepers licensed victuallers, wine, beer and spirit merchants, malsters, manufactures of aerated mineral and artificial waters and other drinks, purveyors, caterers for public amusements, generally coach cab, carriage and motorcar proprietors, livery stable and garage keepers, importers and brokers of food live and dead stock, hairdressers, perfumers, chemists, proprietors of clubs, baths of dressing room, laundries, reading, writing and newspaper rooms, libraries, grounds and places amusements and recreation sport entertainment and instructions of all kinds, tobacco and cigar merchants, agents for railway, road, air and shipping companies and carries, theatrical and opera-box office properties and general agents and to provide services and facilities of all kinds on a commercial basis that may be required for the tourist and entertainment industry.

ARCHITECTS AND BUILDERS:

20. To carry on all or any of the business of constructional engineer, architects builders contractors, decorators, electricians, wood-workers and paviours and to acquire develop buy, sell real estate multistoried or other buildings and group housing schemes.

REAL ESTATE

21. a) To purchase, sell, develop, take in exchange, or on lease, hire or otherwise acquire whether for investment or sale, or working the same any real or personal estate including lands, mines, business, building, factories, mill, house, cottages, shops, depots, warehouses, machinery, plant, stock in trade, mineral rights, concession privileges, licenses, easement or interest in or with respect to any property whatsoever for the purpose of the Company in consideration for a gross sum or rent or partly one way and party in other or for any other consideration.
- b) To carry on business as proprietors of flats and buildings and to let on lease otherwise apartments therein and to provide for the conveniences commonly provide in flats, suites and residential and business quarters.

CARRIERS:

22. To carry on all or any of the business of transport, cartage and haulage contractors garage proprietors, owners and charters of road vehicles, aircrafts, ships, tugs, barge, and boats of every description, lightermen, carriers of goods and passengers by road, rail, water or air, carmen, cartage, contractors, stevedors, wharfingers, cargo superintendents, packers, hauliers, warehousemen, store-keepers and jobmasters.

FARMING AND HORTICULTURE PROCESSING:

23. To carry on the business of farming, horticulture, floriculture, sericulture dairies cultivators of all kinds of foodgrains, seeds, fruits, proprietors of orchards and traders, exporters, dealers and sellers of the products of farming, dairy, horticulture, floriculture, sericulture and pisciculture and fishing and manufactures of drinks, alcoholic or otherwise including beverage produced from such products or otherwise to carry on the business cultivators, groweres, manufactures, millers, grinders, rollers, processors, cold storage canners and preservers and dealers of foodgrains and other agricultural, dairy, horticultural and poultry products, fruits, vegetables, herbs, medicines flowers, drink, fluids, gas and other fresh and preservable products and to extract by-products and derivatives whether edibles, pharmaceutical medicines or any other kind of nature whatsoever and food preparations of every kind and description and generally to carry on business of manufacture of and trading preserved, dehydrated, canned or converted agricultural products fruit and vegetables, provisions, foods, dairy and poultry products and articles and other derivatives of all kinds and descriptions and to set up and run machinery for processing and preserving the same.

RESEARCH AND EXPERIMENT:

24. To establish experimental farms and research stations anywhere in India for conducting experiments, test and research for developing better qualities to foodgrains and agricultural products for developing much strain in cattle by cross breeding or otherwise and increasing egg laying capacity in poultry and also for finding other ways and means of improving other agricultural crops, produce, seeds, fodder crops and cattle feed of all kinds.

FOOD AND DAIRY PRODUCTS:

25. To manufacture, process, chemically, electrically or by any other means, refine, extract, hydrolize, manipulate, mix, deodorise, grind, bleach hydrogenerate, buy, sell, import, export, produce or otherwise deal in seeds and agricultural products, food, food products, dietetic products and preparations, patent drugs and proprietary articles of all kinds, whether basic or derived and in all forms and in particular protein foods of all kinds and all other ingredients.

DEALING AND SPECULATION:

26. To buy, sell deal in and speculate in shares and securities, foreign exchange, gold, silver, cotton, jute, hessain, oil, oil-seeds and commodities of all kinds agricultural or otherwise finished or unfinished and to take delivery and hold them as permitted under the law from time to time in force.

BOUTIQUES:

27. To organise, run maintain, operate, promote the business of interior decorators, furniture and carpet designers and manufacturers, boutiques, operators of fashion centers, fashion shows and to make, acquire deal in any way in handicrafts, objects of art, precious stones, jewellery, whether artificial or otherwise and articles wherein precious metals or precious stones may be used, in textile fabrics and to manufacture and deal in any products as are dealt in by boutiques, fashion shows and interior decorators.

RESEARCH LABORATORIES, COLLEGES AND PROVISION OF LECTURES:

28. To establish, provide, maintain and conduct research and other laboratories, training colleges, schools and other institutes for the training education and instruction of students and others who may desire to avail themselves of the same and to provide for the delivery and holding of lectures, demonstrations exhibition, class, meetings and conferences in connection therewith.
29. To carry on the business of underwriters and brokers of stock, share debentures stock, Government Bonds, Units Trust, National Savings Certificates.

TECHNICAL INFORMATION AND KNOW-HOW:

30. To acquire from or sell to any person, firm or body corporate or unincorporate, whether in India or elsewhere technical and managerial information, know-how, processes engineering, manufacturing, operating and commercial data, plans layouts and blue prints useful for the design, erection and operation of any plant or process of manufacture and to acquire and grant or licence other rights and benefits in the foregoing matters and things and to render any kind of management and consultancy services.

PRINTERS AND STATIONERS:

31. To carry on business as general, commercial, colour, craft and process printers, lithographers, photographers, engravers, die-makers, publishers of newspapers, books magazines, art and musical production, plan and chart printers, press and advertising agents, contractors, ink, die, colour and chemical manufacturers, manufacturers of metal and other signs, manufacturers and dealers of containers and components and machinery manufacturers, and dealers in printing machinery, type and all printers suppliers, book binders and stationers and dealers in all kinds of supplies and equipment for mercantile and other uses.

PAPER:

32. To carry on the business of manufacturers of and dealers in all kinds of classes of paper and pulp including sulphite and sulphate wood pulp mechanical pulp and so pulp and papers including transparent, vellum, writing, printing, galzed, absorbent newsprinting, wrapping, tissue, cover blotting filter, bank or bond, badami, brown buff or coloured, lined, azure laid, grass and waterproof hand-made parchment, drawing, craft, carbon, envelope and box and straw duplex and triplex boards and all kinds of articles in the manufacture artificial leather of all varieties, grades and colour.

PAPER AND PLASTICS:

33. To promote, establish, acquire and run of otherwise carry on the business of any plastic or rubber industry or business of manufacture of materials for use in such industries or business such as wax, paper bakelite, plywood, celluloid, products, chemicals of all sorts and other articles or things and similar or allied products, or process and to sell, purchase or otherwise acquire or deal in materials or things connection with such trade, industry or manufacture and to do all things as are in usual or necessary in relation to or in connection with such business, or industry or manufacture.

TEXTILES:

34. To carry on the business of processors, combers, spinners weavers, knitter, manufacturers, dyers, bleachers, finisher, laminators, balers, and pressers of any fibrous or textile material whether an agricultural or animal or natural product or its by- products or chemical or synthetic fibre and more specially jute, hemp, silk, cotton, wool, mesta, nylon, terene, terylene staple fibre or other synthetic fibre or other synthetic fibre and to manufacture and product from such raw material or textile material and to carry on the business of buyers, sellers and dealers of all such raw or processed or semi-processed materials and to transact all manufacturing, cutting and preparing process and mercantile business that may be beneficial to the said business.
35. To carry on the business as buyers, sellers, importers, exporters, stockists, agents, commission agents, forwarding and clearing agents, distributors, warehousemen, merchants, traders, sales organisers, representative of manufacturers of all kinds of commodities, goods, articles, materials and things and for the purpose, to buy, to sell exchange, market, pledge, distribute, service, maintain or otherwise deal in all kinds of commodities goods, articles, material and things.
36. To undertake any carry on the business as Trust Companies and guarantee business in all their respective branches and to acts as agents commission and house agents, traders, factors, brokers and to buy, sell, barter, exchange, pledge, mortgage, make advance upon receive or otherwise deal in shares, debentures stock and other securities.
37. To engage in the business of management of security offering/issue of corporate bodies including making arrangements for selling or buying or subscribing to or dealing securities, preparation of offer documents/prospectus/letters of offer tying up with other intermediaries in securities, rendering corporate advisory service, determining financial structure of issuer, to manage portfolio of securities, to handle allotment and refund of securities, to underwrite issues and to undertake all other matters connected with issue/offering of securities.

(Approved by a Special Resolution passed at the Eleventh Annual General Meeting held on 2nd December, 1995 and confirmed by the Company Law Board, Western Region Bench, Mumbai vide Petition No 337/17/CLB/WR/1996 dated 24th September, 1996.)

- IV. The liability of the members is limited
- V. * The share capital of the company is Rs.15,00,00,000 (Rupees Fifteen Crores) divided into 1,50,00,000 (One Crore Fifty lakhs only) Equity Shares of Rs 10/- (Ten) each with power to increase or reduce the same.
- *(Altered by Scheme of Amalgamation of Nucleus IT Enabled Services Limited with the Company, approved by Hon'ble National Company Law Tribunal, Mumbai Bench vide Petition No C.P. (CAA)/35/MB-IV/2022 Connected with C.A. (CAA)/131/MB-IV/2021, in its Order dated 20.01.2023)

And it is hereby declared that :

- (i) The objects incidental or ancillary to the attainment of the main objects of the Company as aforesaid shall also be incidental or ancillary to the attainment of the Other objects of the Company herein mentioned.
- (ii) The word "Company" (save when used with reference to this Company) in this Memorandum shall be deemed to include any partnership or other body or association of persons whether incorporated or not and wherever domiciled.
- (iii) The objects set forth in each of the several clauses of paragraph III hereof shall have the widest possible constructions and shall extend to any part of the world.
- (iv) Subject to the provisions of the Companies Act, 1956 the objects set forth in any clause of sub-paragraph (C) above shall be independent and shall be in no way limited or restricted by reference to or inference from the terms of the clauses of sub-paragraph (A) or by the name or by the name of the Company. None of the clause in sub-paragraph (C) or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary merely to the objects mentioned in any of the clauses of sub-paragraph (A).

We the several persons whose names and addresses are subscribed below are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

| Names, Addresses, Occupation and description of subscribers | No. of Equity Shares taken by each subscriber | Signature of Subscribers | Signature of witness with Address, description and occupation |
|--|---|--------------------------------|---|
| SANT PARKASH S/o Sh. Ram Lubhaya 179-L Model Town Ludhiana Industrialist | 10 (Ten) | Sd/- Sant Parkash | |
| OM PARKASH S/o Sh. Ram Lubhaya 179 R Model Town Ludhiana Industrialist | 10 (Ten) | Sd/ Om Parkash | |
| BHUPENDRA KR PANDEY S/o Sh. Kripal Datt Pandey H 73 Sarabha Nagar Ludhiana 141 001 Technologist | 10 (Ten) | Sd/ Bhupendra Kr Pandey | |
| RAJNISH KUMAR S/o Sh. Sant Parkash 179 R Model Town Kumar Ludhiana Industrialist | 10 (Ten) | Sd/ Rajnish | |
| VIMAL NANDA S/o Sh. Ram Nanda 35 Netaji Subhash Marg New Delhi 110002 Business | 10 (Ten) | Sd/ Vimal Nanda | |
| RAJ KUMAR SHARMA S/o Sh. G. C. Sharma M B 28 Shakarpur Extn New Delhi 110002 Service | 10 (Ten) | Sd/ Raj Kumar Sharma | |
| KAILASH NATH SHARMA S/o Sh. Dewki Nandan KP 229 Pitam Pura New Delhi 110034 Service | 10 (Ten) | Sd/- Kailash Nath Sharma | |
| TOTAL | 70 (Seventy) Equity Shares | | |

New Delhi Dated his 13th Day of January 1984

THE NEW SET OF ARTICLES OF ASSOCIATION COMPANIES ACT, 2013

COMPANY LIMITED BY SHARES
(Incorporated under the Companies Act, 1956)

ARTICLES OF ASSOCIATION

OF

ASIT C MEHTA FINANCIAL SERVICES LIMITED

KIRIT
HIMATLAL
VORA

Digitally signed by
KIRIT HIMATLAL VORA
Date: 2023.04.04
10:26:18 +05'30'

The following regulations comprised in these Articles of Association were adopted pursuant to members' resolution passed through Postal Ballot as on March 22, 2023 in substitution for and to the entire exclusion of, the regulations contained in the existing Articles of Association of the Company.

TABLE "F" EXCLUDED

Article Number Title and contents of Article

Table 'F' not to apply

1. (1) The regulations contained in the Table marked 'F' in Schedule I to the Companies Act, 2013 shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act.

Company to be governed by these articles

- (2) The provisions of this article shall have effect notwithstanding anything to the contrary contained in the other provisions of the Articles. Notwithstanding anything to the contrary contained in these Articles, in the event of any conflict between the provisions of the article and Investment Agreement, the provisions of Investment Agreement shall prevail.

If any term or provision of Investment Agreement in the Articles is held by any Governmental Authority to be invalid, void or unenforceable, the same may be struck off and the remainder of the provisions of investment agreement in the Articles shall

remain in full force and effect and shall in no way be affected, impaired or invalidated shall in good faith modify these Articles so as to effect the original intent under the Investment Agreement subject to and in accordance with the Applicable Laws.

INTERPRETATION

2. 1 In these Articles—

a. **“The Act”**

“Act” means the Companies Act, 2013 or any statutory modification or re-enactment or thereof, for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant article in which the said term appears in these Articles and any previous Company law, so far as may be applicable.

b. **“Affiliate”**

“Affiliate” means, in relation to any person, any entity controlled, directly or indirectly, by that Person, or any entity that Controls, directly or indirectly, that person, or any entity under common control with that person;

c. **“Annual General Meeting”**

“Annual General Meeting” means a general meeting of the members held in accordance with the provisions of Section 96 of the Act and adjourned holding thereof.

d. **“Articles”**

“Articles” shall mean these Articles of Association of the Company or as altered from time to time.

e. **“Board of Directors” or “Board”**

“Board of Directors” or “Board”, means the collective body of the directors of the Company.

f. **“Closing Date”**

“Closing Date” means the date of completion of sale of the Sale Shares from the

Selling Promoters to the New Promoter, in accordance with the provisions of the Investment Agreement

g. **“Company”**

“Company” means ASIT C MEHTA FINANCIAL SERVICES LIMITED or “ACMFSL”

h. **“Controlling”, “Controlled by” or “Control”**

“Controlling”, “Controlled by” or “Control” with respect to any Person, shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.

i. **“Encumbrance”**

“Encumbrance” includes: (a) any mortgage, charge (whether fixed or floating) (statutory or contractual), pledge, hypothecation, assignment, escrow, proxy, power of attorney, equitable interest, charge, lien or other security interest or encumbrance of any kind, securing or conferring any priority of payment in respect of any obligation of any person, including any right granted by a transaction which, in legal terms, is not to the granting of security but which has an economic or financial effect similar to the granting of security under applicable law; or (b) any voting agreement, interest, option, right of first offer or refusal, transfer restrictions, pre-emptive right or right of set-off in favour of any person; or (c) any adverse claim as to title, possession or use; or (d) any other agreement or arrangement having a similar effect on the transferability, or (legal or beneficial) ownership of, or exercise of rights in relation to, the Sale Shares and the term ‘Encumber’ shall be construed accordingly.

j. **“Extraordinary General Meeting”**

“Extraordinary General Meeting” means general meeting of the members other than Annual General Meeting duly called and constituted and any adjourned holding thereof

k. **“Investment Agreement”**

“Investment Agreement” means the agreement dated August 10, 2022 executed amongst the New Promoter, the Selling Promoters and the Company.

l. **“Key Employees”**

“Key Employees” means any person whose annual CTC is more than INR 24 lakh and/or any person performing / to perform managerial/ supervisory role by whatever designation called;

m. **“Liquidation Event”**

“Liquidation Event” means and includes:

(a) liquidation, dissolution or winding up (whether voluntary or involuntary) of the Company;

(b) merger, demerger, acquisition, change of control, consolidation, or other transaction or series of transactions pursuant to which the Company’s shareholders as on the Closing Date will not, (i) retain a majority of the voting power (of the Company or the surviving entity, as the case maybe), or (ii) control the board of directors of the surviving entity; and

(c) a sale, lease, license or other transfer of all or substantially all of the Company’s assets.

n. **“Rules”**

“Rules” means the applicable rules for the time being in force as prescribed under relevant sections of the Act.

o. **“Seal”**

“Seal” means the common seal of the Company.

p. **“Number” and “Gender”**

Words importing the singular number shall include the plural number and *vice versa*, and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender

q. **“New Promoter/ Purchaser”**

“New Promoter/ Purchaser” means Cliqtrade Stock Brokers Private Limited.

r. **Selling Promoter/ Sellers”**

“Selling Promoter/ Sellers” means Mr. Asit C. Mehta and Mrs. Deena Mehta.

s. **“SEBI”**

“SEBI” shall mean the Securities and Exchange Board of India, constituted under the Securities and Exchange Board of India Act, 1992. SEBI Listing Regulations” shall mean the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, any statutory amendment thereto and any listing agreement entered into by the Company with the Stock Exchanges.

t. **“Subsidiaries”**

“Subsidiaries” shall have the meaning given to it under the Companies Act, 2013, and includes all the existing subsidiaries of the Company.

3. a. **Expressions in the Articles to bear the same meaning as in the Act Marginal Notes**
Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning ascribed to the Investment Agreement. In case the words or expressions are dealt with in the Investment Agreement then they will bear the same meaning in the Act or the Rules or any statutory modification thereof in force, as the case may be.
- b. Marginal Notes used in these Articles shall not affect the construction hereof, unless there be something in the subject or context inconsistent therewith.

SHARE CAPITAL AND VARIATION OF RIGHTS

4. **Share Capital**

The Authorised Share Capital of the Company is as mentioned in Clause V of the Memorandum of Association of the Company with power of the Board of Directors to sub-divide, consolidate and with power from time to time, issue any shares of the original capital or any new capital with and subject to any preferential, qualified or special rights, privileges or conditions as may be, thought fit, and determined in accordance with the Act and / or Articles of the Company and to vary, modify, abrogate any such rights, privileges or conditions in such manner as may be provided under the Act and / or Articles of the Company and upon the sub-division

of shares apportion the right to participate in profits in any manner as between the shares resulting from sub-division

5. **Shares under control of the Board**

Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.

6. **Directors may allot shares otherwise than for cash**

Subject to the provisions of the Act and these Articles, Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be.

7. **Kinds of Share Capital**

The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws:

- a. Equity share capital:
 - i. with voting rights; and / or
 - ii. with differential rights as to dividend, voting or otherwise in accordance with the Rules; and
- b. Preference share capital
- c. Any other kind of Share Capital as permissible under the Law.

8. **1. Issue of certificate**

Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after allotment or within one month from the date of receipt by the Company of the application for the registration of transfer or transmission or within such other period as the conditions of issue shall provide -

- i. one certificate for all his shares without payment of any charges; or

- ii. several certificates, each for one or more of his shares, upon payment of such charges as may be fixed by the Board for each certificate after the first.

2. Certificate to bear Seal

Every certificate shall be under the Seal and shall specify the shares to which it relates and the amount paid-up thereon.

3. One certificate for shares held jointly

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

9. Option to receive share certificate or hold shares with depository

A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialised state with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share to enable the depository to enter in its records the name of such person as the beneficial owner of that share.

Notwithstanding anything contained in these Articles, and subject to the provisions of law for the time being in force, the Company shall on a request made by a beneficial owner, re-materialize the Shares, which are in dematerialized form.

10. Issue of new certificate in place of one defaced, lost or destroyed

If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Board deems adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees or such other amount for each certificate as may be fixed by the Board.

11. **Provisions as to issue of certificates to apply *mutatis mutandis* to debentures, etc**
The provisions of these Articles relating to issue of certificates shall *mutatis mutandis* apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company.
12. 1. **Power to pay commission in connection with securities issued**

The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its securities, provided that the rate per cent. or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the Rules.
2. **Rate of commission in accordance with Rules**
The rate or amount of the commission shall not exceed the maximum rate or amount prescribed in the Act and/or the Rules.
3. **Mode of payment of commission**
The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.
13. 1. **Variation of members' rights**
If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing, of such number of the holders of the issued shares of that class, or with the sanction of a resolution passed at a separate meeting of the holders of the shares of that class, as prescribed by the Act.
2. **Provisions as to general meetings to apply *mutatis mutandis* to each meeting**
To every such separate meeting, the provisions of these Articles relating to general meetings shall *mutatis mutandis* apply.
14. **Issue of further shares not to affect rights of existing members**
The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of

the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari pasu therewith.

15. **Power to issue Redeemable preference shares**

Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act.(Section 55(2))

16. 1 **Further issue of share capital**

The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to—

(a) persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or

(b) employees under any scheme of employees' stock option; or

(c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.

2 **Mode of further issue of shares**

A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, with consideration in cash or otherwise, subject to and in accordance with the Act and the Rules.

17. 1 **Conversion of Loan into Capital**

subject to section 62(3) of the Act, the Company may increase its subscribed capital on exercise of an option attached to the debentures issued or loans raised by the Company to convert such debentures or loans into shares, or to subscribe for shares in the Company.

2 **Pre-Emptive Rights**

If the Company proposes to issue any Equity Securities (through preferential allotment, rights issue, etc.) to any person, then the Company shall provide Cliqtrade Stock

Brokers Private Limited a pre-emptive right of subscription of the Proposed Issuance, on the same terms and conditions as are offered. The other underlying condition are more elaborated in the investment agreement.

- a) If the Company proposes to issue any Equity Securities (through preferential allotment, rights issue, etc.) ("Proposed Issuance") to any person ("Proposed Recipient"), then the Company shall provide to the New Promoter a pre-emptive right of subscription to the Proposed Issuance, on the same terms and conditions as are offered to the Proposed Recipient. The Company will not make any Proposed Issuances to the Selling Promoters. However, where the Company is undertaking a Proposed Issuance and is required under applicable law to offer Equity Securities to the Selling Promoters as part of the Proposed Issuance, then (i) the Company may make the Proposed Issuance to the Selling Promoters, and (b) the Selling Promoters shall not subscribe / participate in any such Proposed Issuance. In case of rights issue, the Selling Promoter rights entitlement shall be sold to/transferred to the New Promoter at cost.
- b) Not less than 45 (forty-five) days before the Proposed Issuance, the Company shall deliver to the New Promoter a written notice of the Proposed Issuance ("Issuance Notice") setting forth inter alia: the number, type and terms of the Equity Securities proposed to be issued, the price per Equity Security ("Issuance Price"), and other terms and conditions relating to the Proposed Issuance.
- c) Within 15 (fifteen) days of receipt of the Issuance Notice ("Issuance Notice Period"), the New Promoter shall be entitled (but not obligated) to issue a written notice to the Company in response to the Issuance Notice specifying its acceptance to subscribe to the Proposed Issuance (or any part thereof) at the Issuance Price. The New Promoter may assign to its Affiliate the right to subscribe to the Proposed Issuance in terms of this Clause.
- d) In the event that the New Promoter (i) does not respond to the Issuance Notice within the Issuance Notice Period; or (ii) within the Issuance Notice Period, confirms in writing that it does not intend to exercise its pre-emptive right under this Article, then, the Company shall be entitled to issue the Proposed Issuance to a third party at a price which is not less than the Issuance Price and on no better terms and conditions than those provided in the Issuance Notice.

- e) In the event the New Promoter accepts subscription to the Proposed Issuance, then the relevant parties including the Selling Promoters shall cooperate with each other and provide all reasonable assistance to complete the Proposed Issuance in accordance with the applicable law, such that the shareholding of the New Promoter increases to such a level as in provided in writing by the New Promoter to the Company.
- f) If the Company issues the Proposed Issuance to a third party in accordance with this Article, then the same shall be consummated within 60 (sixty) days from the expiry of the Issuance Notice Period or such other timelines as specified under the applicable law, failing which the right of the Company to make the Proposed Issuance shall lapse and the provisions of this Article shall once again apply to any Proposed Issuance.

a. **Anti-Dilution of the shares.**

If the Company issues any equity shares to any third party (including any of its existing shareholders) at a price per equity share less than the price paid by Cliqtrade Stock Brokers Private Limited for the sale shares, then Cliqtrade Stock Brokers Private Limited shall be entitled to anti-dilution protection. The other underlying condition are more elaborated in the investment agreement.

18. **Power to issue Warrants**

Subject to and in accordance with the Act and the Rules, the Company shall have the power to issue, offer and allot Warrants with an option to convert into equity shares / any other securities on such terms and conditions as may be deemed fit by the Board of Directors.

19. **Sweat Equity Shares**

Subject to and in accordance with the Act and the Rules, the Company shall have the power, to issue sweat equity shares to employees and/or directors on such terms and conditions and in such manner as may be prescribed by law from time to time.

20. **“Division, Sub-division, consolidation, Conversion and Cancellation of Shares”**

Subject to the provisions of Section 61 of the Act, the Company in general meeting may alter the conditions of its Memorandum as follows, that is to say, it may:

increase its authorized share capital by such amount as it thinks expeditiously; consolidate and divide all or any of its Share Capital into shares of larger amount than its existing shares. Provided that no consolidation and division which results in changes in the voting percentage of shareholders shall have effect unless it is approved by the Court or Tribunal as applicable sub-divide its shares or any of them into shares of smaller amount than originally fixed by the Memorandum subject nevertheless to the provisions of the Act in that behalf and so however that in the sub-division the proportion between the amount paid and the amount, if any unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived; and so that as between the holders of the shares resulting from such sub-division one or more of such shares may, subject to the provisions of the sub-division one or more of such shares may, subject to the provisions of the Act, be given any preference or advantage over the others or any other such shares;

convert, all or any of its fully paid up shares into stock, and re-convert that stock into fully paid up shares of any denomination;

cancel, shares which at the date of passing of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

21. **Modification of Rights**

If at any time the share capital, by reason of the issue of Preference Shares or otherwise, is divided into different classes of shares, all or any of the rights and privileges attached to any class (unless otherwise provided by the terms of issue of the share of that class) may, subject to the provisions of Section 48 of the Act and whether or not the Company is being wound up, be varied, modified, commuted, affected or abrogated with the consent in writing of the holders of three-fourth in nominal value of the issued shares of that class or with the sanction of a Special Resolution passed at separate general meeting of the holders of the shares of that class. This Article shall not derogate from any power which the Company would have if this Article were omitted. The Provisions of these Articles relating to general meeting shall *mutates mutandis* apply to every such separate meeting but so that if at any adjourned meeting of such holders a quorum as defined in Article 102 is not present, those persons who

are present shall be the quorum.

22. **Register of Members and Debenture holders**

a. The Company shall, in terms of the provisions of Section 88 of the Act, cause to be kept the following registers in terms of the applicable provisions of the Act

(I) A Register of Members indicating separately for each class of Equity Shares and preference shares held by each Shareholder residing in or outside India;

(II) A register of Debenture holders; and

(III) A register of any other security holders.

b. The Company may keep in any country outside India, a part of the registers referred above, called "foreign register" containing names and particulars of the Shareholders, Debenture holders or holders of other Securities or beneficial owners residing outside India.

c. The Company may keep in any country outside India, a part of the registers referred above, called "foreign register" containing names and particulars of the Shareholders, Debenture holders or holders of other Securities or beneficial owners residing outside India.

LIEN

23. **1. Company's lien on shares**

The Company shall have a first and paramount lien –

a. on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and

b. on all shares (not being fully paid shares) standing registered in the name of a member, for all monies presently payable by him or his estate to the Company;

Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

2. Lien to extend to dividends, etc.

The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares for any money owing to the Company.

24. As to enforcing lien by sale

The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:

Provided that no sale shall be made—

- a. unless a sum in respect of which the lien exists is presently payable; or
- b. until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or to the person entitled thereto by reason of his death or insolvency or otherwise.

25. 1. Validity of sale

To give effect to any such sale, the Board may authorize some person to transfer the shares sold to the purchaser thereof.

2. Purchaser to be registered holder

The purchaser shall be registered as the holder of the shares comprised in any such transfer.

3. Validity of Company's receipt

The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share.

4. Purchaser not affected

The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the

proceedings with reference to the sale.

26. **1. Application of proceeds of sale**

The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.

2. **Payment of residual money**

The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

27. **Provisions as to lien to apply *mutatis mutandis* to debentures, etc.**

The provisions of these Articles relating to lien shall *mutatis mutandis* apply to any other securities including debentures of the Company.

CALLS ON SHARES

28. **1. Board may make calls**

The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times. Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.

2. **Notice of call**

Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.

3. **Board may extend time for Payment**

The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances.

4. **Revocation or postponement of call**
A call may be revoked or postponed at the discretion of the Board
29. **Call to take effect from date of resolution**
A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments.
30. **Liability of joint holders of Shares**
The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
31. 1. **When interest on call or instalment payable**
If a sum called in respect of a share is not paid before or on the day appointed for payment thereof (the "due date"), the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at such rate as may be fixed by the Board.
2. **Board may waive interest**
The Board shall be at liberty to waive payment of any such interest wholly or in part.
32. 1. **Sums deemed to be calls**
Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.
2. **Effect of non-payment of sums**
In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
33. **Payment in anticipation of calls may carry interest**
The Board -
a. may, if it thinks fit, receive from any member willing to advance the same, all or

any part of the monies uncalled and unpaid upon any shares held by him; and

- b. upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate as may be fixed by the Board. Nothing contained in this clause shall confer on the member (a) any right to participate in profits or dividends or (b) any voting rights in respect of the moneys so paid by him until the same would, but for such payment, become presently payable by him

34. **Instalments on shares to be duly paid**

If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by instalments, then every such instalment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder.

35. **Calls on shares of same class to be on uniform basis**

All calls shall be made on a uniform basis on all shares falling under the same class.

Explanation: Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.

36. **Partial payment not to preclude forfeiture**

Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided.

37. **Provisions as to calls to apply mutatis mutandis to debentures, etc.**

The provisions of these Articles relating to calls shall mutatis mutandis apply to any other securities including debentures of the Company

TRANSFER OF SHARES

38. **Instrument of transfer to be executed by transferor and transferee**

1. The instrument of transfer of any share in the Company shall be duly executed by or on behalf of both the transferor and transferee.
2. In accordance to the Investment Agreement, Cliqtrade Stock Brokers Private Limited shall have a right of first refusal on the transfers of securities exclusively on Mr. Asit C. Mehta and Mrs. Deena Asit Mehta.

3. **Transferor and transferee**

The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

Board may refuse to register transfer

The Board may, subject to the right of appeal conferred by the Act decline to register –

- a. the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
- b. any transfer of shares on which the Company has a lien.

39. **Board may decline to recognise instrument of transfer**

In case of shares held in physical form, the Board may decline to recognise any instrument of transfer unless –

- a. the instrument of transfer is duly executed and is in the form as prescribed in the Rules made under the Act;
- b. the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
- c. the instrument of transfer is in respect of only one class of shares.

40. **Transfer of shares when suspended**

On giving of previous notice of at least seven days or such lesser period in accordance with the Act and Rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

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

41. **Provisions as to transfer of shares to apply mutatis mutandis to debentures, etc.**
The provisions of these Articles relating to transfer of shares shall mutatis mutandis apply to any other securities including debentures of the Company.

TRANSFER OF SHARES

42. 1. **Instrument of transfer to be executed by transferor and transferee**
The instrument of transfer of any share in the Company shall be duly executed by or on behalf of both the transferor and transferee.

The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

2. **Board may refuse to register transfer**

The Board may, subject to the right of appeal conferred by the Act decline to register
-(SECTION 58)

- a. The transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
- b. any transfer of shares on which the Company has a lien.

43. **Restrictions on Transfer**

- a. Notwithstanding anything to the contrary contained in the Articles or the Investment Agreement, the Selling Promoters shall not directly or indirectly transfer, Encumber or otherwise dispose their equity shares in the Company, except to the New Promoter, in accordance with the provisions of these Articles, till the time the New Promoter's shareholding in the Company reaches 66% of the paid up share capital of the Company ("Transfer Restriction Period").
- b. Post the Transfer Restriction Period, any transfer (direct or indirect) by the Selling Promoters of their balance Equity Shares in the Company or any right, title or interest therein or thereto to any person other than the New Promoter shall be subject to the New Promoter's right of first refusal, as provided in detail under the Investment Agreement.

- c The Company, the Selling Promoters and the New Promoter shall make best efforts to ensure that any balance equity shares of the Selling Promoters in the Company shall be transferred to the New Promoter.

TRANSMISSION OF SHARES

44. 1 **Title to shares on death of a member**

On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares.

2 **Estate of deceased member liable**

Nothing in clause (1) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

45. 1 **Transmission Clause**

Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either –

- a to be registered himself as holder of the share; or
b to make such transfer of the share as the deceased or insolvent member could have made.

2 **Board's right unaffected**

The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

3 **Indemnity to the Company**

The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.

4 **Right to election of holder of share**

If the person so becoming entitled shall elect to be registered as holder of the share

himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.

46. **Manner of testifying election**

If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

47. **Limitations applicable to notice**

All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

48. **Claimant to be entitled to same advantage**

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

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

Provisions as to transmission to apply mutatis mutandis to debentures, etc.

The provisions of these Articles relating to transmission by operation of law shall mutatis mutandis apply to any other securities including debentures of the Company.

CALL OPTION

49. **Call Option**

1 **Transfer Period**

For a period of 60 (sixty) months from the Closing Date ("Transfer Period"), the New Promoter shall have the right to require the Selling Promoters to transfer such number of equity shares to the New Promoter ("Balance Shares"), such that the New Promoter holds 51% of the shareholding of the Company at the end of the Transfer Period, at a price per issued (and fully paid up) equity share which is derived from the average of the Company's equity valuation of: (i) 13 times the post-tax profits of the Company for the financial year ended prior to the date of issuance of the Transfer Notice; (ii) 1.25 times the turnover of the Company for the financial year ended prior to the date of issuance of the Transfer Notice; and (iii) market price of the Equity Shares basis a 6 (six) months' volume weighted average price of the Equity Shares preceding the date of issuance of the Transfer Notice ("Transfer Price").

2 Transfer Notice

In case the further issuance as stated in Article 17.2 is not implementable due to any statutory restrictions then the New Promoter shall have the following call option and the Selling Promoter shall have the corresponding put option. To clarify the call and put option shall not be available to either party in case the issuance as stated in Article 17.2 takes place. The transfer of the Balance Shares shall be undertaken in two tranches, by issuance of a notice to the Selling Promoters ("Transfer Notice") in the following manner:

- a Equity shares aggregating to 5% of the paid up share capital of the Company shall be transferred to the New Promoter post completion of 24 (twenty four) months from the Closing Date; and
- b Equity shares aggregating to 8.5% (or such other percentage as would add up to the New Promoter shareholding being at least 51%) of the paid up share capital of the Company shall be transferred post completion of 36 (thirty six) months from the Closing Date.

3 Transfer Consideration

The Transfer Notice shall set out the Transfer Price and the aggregate consideration payable for the relevant Balance Shares ("Transfer Consideration"). The Transfer Consideration paid by the New Promoter to the Selling Promoter in accordance with the terms herein shall be deemed to be good and adequate consideration for the sale and transfer of the Balance Shares and there shall be no additional consideration

payable by the New Promoter to the Selling Promoter for the sale and transfer of the Balance Shares.

4 **Transfer Closing Date**

Within 10 (ten) days of receipt of the Transfer Notice, the parties shall proceed to the closing of the sale and purchase of the relevant Balance Shares ("Transfer Closing Date").

5 Any tax liability that accrues or is applicable on account of the sale or transfer of the Balance Shares shall be borne by the Selling Promoter

6 The parties to the transaction shall also execute such additional documents as may be reasonably required by the New Promoter to effect the sale of the Balance Shares to the New Promoter.

7 Each of the fundamental warranties provided by the Selling Promoters under the Investment Agreement shall be deemed to have been repeated by the Selling Promoters on the Transfer Closing Date.

8 Notwithstanding anything contained in these Articles, the New Promoter shall at its discretion be entitled to restructure or revise the mechanism to implement the Call Option in such manner as would enable the New Promoter to: (i) avoid triggering an open offer under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 or MPS Requirements, provided that the price to be paid for acquisition of the Balance Shares under the Call Option is not less than the value per equity share determined under sub-clause (a) above.

DRAG ALONG OPTION

50. **Drag Along Option**

a Notwithstanding anything to the contrary contained herein, anytime post the expiry of 60 (sixty) months from the Closing Date, the New Promoter shall have the right to ("Drag Along Right") require the Selling Promoters to sell / transfer along with the equity shares held by the New Promoter, equity shares then held by the Selling

Promoters in proportion to the equity shares held by the New Promoter ("Drag Shares"), to any person identified by the New Promoter ("Drag Shares Purchaser") in accordance with the provisions set out below, at such terms and conditions as are acceptable to the New Promoter ("Exit Terms").

- b The New Promoter shall exercise the Drag Along Right by issuing a written notice ("Drag Notice") to the Selling Promoters setting out: (i) the name and address of the Drag Share Purchaser; (ii) number and price per Drag Share which is required to be transferred; and (iii) the Exit Terms. On receipt of the Drag Notice, the Selling Promoters hereby undertake not to directly or indirectly, approach the Drag Shares Purchaser to propose or negotiate any transaction in relation to the equity shares or assets of the Company
- c Upon delivery of the Drag Notice, the Selling Promoters shall (i) provide full support and co-operation to the New Promoter and the Drag Shares Purchaser to give effect to the Drag Along Right, including but not limited to appointment of any intermediary and conducting of due diligence etc; (ii) transfer the Drag Shares to the Drag Shares Purchaser at the Exit Terms; (iii) provide all necessary information relating to the Company; and (iv) make such customary representations, warranties, covenants, indemnities and agreements to the Drag Shares Purchaser as usually given in similar transactions.
- d Transfer of the Drag Shares shall take place simultaneously with the transfer of the equity shares held by the New Promoter to the Drag Shares Purchaser. At the time of such transfer, the Selling Promoters shall execute such documents as may be necessary or appropriate to effect the sale of the Drag Shares to the Drag Shares Purchaser.

FORFEITURE OF SHARES

51. **If call or instalment not paid notice must be given**

If a member fails to pay any call, or instalment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid or a judgement or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or instalment or other money as is unpaid, together with any interest which may have accrued and all

expenses that may have been incurred by the Company by reason of non-payment.

52. **Form of notice**

The notice aforesaid shall:

(a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and

(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

53. **In default of payment of shares to be forfeited**

If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

54. **Receipt of part amount or grant of indulgence not to affect forfeiture**

Neither the receipt by the Company for a portion of any money which may from time to time be due from any member in respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited shares and not actually paid before the forfeiture.

55. **Entry of forfeiture in register of members**

When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof, shall forthwith be made in the register of members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid.

56. **Effect of forfeiture**

The forfeiture of a share shall involve extinction at the time of forfeiture, of all

interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share.

57. **Forfeited shares may be sold, etc.**

A forfeited share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit.

58. **Cancellation of forfeiture**

At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

59. **Members still liable to pay money owing at the time of forfeiture**

A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay, and shall pay, to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.

60. **Member still liable to pay money owing at time of forfeiture and interest**

All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realisation. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part.

61. **Ceaser of liability**

The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.

62. **Certificate of forfeiture**

A duly verified declaration in writing that the declarant is a director, the

manager or the secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;

63. **Title of purchaser and transferee of forfeited shares**

The Company may receive the consideration, if any, given for the share on any sale, re-allotment or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;

64. **Transferee to be registered as holder**

The transferee shall thereupon be registered as the holder of the share;

65. **Transferee not affected**

The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

66. **Validity of sales**

Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the register of members in respect of the shares sold and after his name has been entered in the register of members in respect of such shares the validity of the sale shall not be impeached by any person.

67. **Cancellation of share certificate in respect of forfeited shares**

Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.

68. **Surrender of share certificates**

The Board may, subject to the provisions of the Act, accept a surrender of any shares from or by any member desirous of surrendering them on such terms as they think fit.

69. **Sums deemed to be calls**

The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

70. **Provisions as to forfeiture of shares to apply mutatis mutandis to debentures, etc.**

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

ALTERATION OF CAPITAL

71. Subject to the provisions of the Act, the Company may, by ordinary resolution (section 61)

a increase the share capital by such sum, to be divided into shares of such amount as it thinks expedient;

b consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act;

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

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

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

72. 1 **Shares may be converted into Stock**

Where shares are converted into stock

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

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

73. 2 **Right of stockholders**

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

3 such of these Articles of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder"/"member" shall include "stock" and "stock-holder" respectively.

74. **Reduction of capital**

The Company may, by special resolution, reduce in any manner and in accordance with the provisions of the Act and the Rules:

(a) its share capital; and/or

(b) any capital redemption reserve account; and/or

(c) any securities premium account; and/or

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

75. 1 **JOINT HOLDERS**

Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles:

2 **Liability of Joint-holders**

The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or instalments and other payments which ought to be made in respect of such share.

3 **Death of one or more joint-holders**

On the death of any one or more of such joint-holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.

4 **Receipt of one sufficient**

Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share.

5 **Delivery of certificate and giving of notice to first named holder**

Only the person whose name stands first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders.

6 **Vote of joint-holders**

Any one of two or more joint-holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely

entitled thereto and if more than one of such joint- holders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof but the other or others of the joint-holders shall be entitled to vote in preference to a joint-holder present by attorney or by proxy although the name of such joint-holder present by any attorney or proxy stands first or higher (as the case may be) in the register in respect of such shares.

7 **Executors or administrators as joint holders**

Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this clause be deemed joint-holders.

8 **Provisions as to joint holders as to shares to apply mutatis mutandis to debentures, etc.**

The provisions of these Articles relating to joint holders of shares shall mutatis mutandis apply to any other securities including debentures of the Company registered in joint names.

CAPITALISATION OF PROFITS

76. 1 **Capitalisation**

The Company in general meeting may, upon the recommendation of the Board, resolve —

- a that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
- b that such sum be accordingly set free for distribution in the manner specified in clause (2) below amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

2 **Sum how applied**

The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (3) below, either in or towards :

- a paying up any amounts for the time being unpaid on any shares held by such

members respectively; (Section 50(1))

- b paying up in full, unissued shares or other securities of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
- c partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B).

A securities premium account and a capital redemption reserve account or any other permissible reserve account may, for the purposes of this Article, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;

The Board shall give effect to the resolution passed by the Company in pursuance of this Article.

77. 1 **Powers of the Board for capitalization**

Whenever such a resolution as aforesaid shall have been passed, the Board shall – make all appropriations and applications of the amounts resolved to be capitalised thereby, and all allotments and issues of fully paid shares or other securities, if any; and generally do all acts and things required to give effect thereto.

2 **Board's power to issue fractional Certificate / coupon etc.**

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

78. **Agreement binding on members**

Any agreement made under such authority shall be effective and binding on such

members.

BUYBACK OF SHARES

79. **Buy-back of shares**

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

GENERAL MEETINGS

80. **Extraordinary general meeting**

All general meetings other than annual general meeting shall be called extraordinary general meeting.

81. **Powers of Board to call extraordinary general meeting**

The Board may, whenever it thinks fit, call an extraordinary general meeting.

PROCEEDINGS AT GENERAL MEETINGS

82. 1 **Presence of Quorum**

No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

2 **Business confined to election of Chairperson whilst chair vacant**

No business shall be discussed or transacted at any general meeting except election of Chairperson whilst the chair is vacant.

3 **Quorum for general meeting**

The quorum for a valid general meeting shall be deemed to be constituted as per the requirements under applicable law, provided that no quorum shall be constituted without the presence of an authorized representative of the New Promoter and the Selling Promoters, respectively (unless the authorized representatives provide a written notice prior to commencement of the meeting waiving the requirement of their presence to constitute valid quorum), ("General Meeting Quorum").

If at any time the aggregate shareholding of the New Promoter in the Company reaches

to 51% or more of the paid-up share capital of the Company, then the aforesaid quorum right of the Selling Promoters shall forthwith cease to exist.

83. **Chairperson of the meetings**

The Chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the Company.

84. **Directors to elect a Chairperson**

If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.

85. **Members to elect a Chairperson**

If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall, choose one of their members to be Chairperson of the meeting.

86. **Casting vote of Chairperson at general meeting**

On any business at any general meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairperson shall have a second or casting vote.

87. 1 **Minutes of proceedings of meetings and resolutions passed by postal ballot**

The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered.

2 **Certain matters not to be included in Minutes**

There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting –

- a is, or could reasonably be regarded, as defamatory of any person; or

- b is irrelevant or immaterial to the proceedings; or
- c is detrimental to the interests of the Company

3 **Discretion of Chairperson in relation to Minutes to be evidence**

The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause.

- 4 The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.

88. 1 **Inspection of minute books of general meeting**

The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by postal ballot shall:

- a be kept at the registered office of the Company; and
- b be open to inspection of any member without charge, during 11:00 AM to 1:00 P.M. on all working days other than Saturdays.

2 **Members may obtain copy of minutes**

Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board, with a copy of any minutes referred to in clause (1) above.

89. **Powers to arrange security at meetings**

The Board, and also any person(s) authorised by it, may take any action before the commencement of any general meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the meeting concerned shall be subject to such decision.

ADJOURNMENT OF MEETING

90. 1 **Chairperson may adjourn Meeting**

The Chairperson may, suo-motu, adjourn the meeting from time to time and from place to place.

2 **Business at adjourned meeting**

No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

3 **Notice of adjourned meeting**

When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

4 **Notice of adjourned meeting not required**

Save as aforesaid, and save as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

VOTING RIGHTS

91. **Entitlement to vote on show of hands and on poll**

Subject to any rights or restrictions for the time being attached to any class or classes of shares –

- a on a show of hands, every member present in person shall have one vote; and
- b on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.

92. **Voting through electronic means**

A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once.

93. 1 **Vote of joint- holders**

In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

2 **Seniority of names**

For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

94. **How members non-compos mentis and minor may vote**

A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy. If any member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians.

95. **Votes in respect of shares of deceased or insolvent members, etc.**

shares may vote at any general meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.

96. **Business may proceed pending poll**

Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

97. **Restriction on voting rights**

No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid or in regard to which the Company has exercised any right of lien.

98. **Restriction on exercise of voting rights in other cases to be void**

A member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in the preceding Article.

99. **Equal rights of members**

Any member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as

all other members of the same class.

PROXY

100. 1 **Member may vote in person or otherwise**

Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting.

2 **Proxies when to be deposited**

The instrument appointing a proxy and the power-of- attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.

101. **Form of proxy**

An instrument appointing a proxy shall be in the form as prescribed in the Rules

102. **Proxy to be valid notwithstanding death of the principal**

A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

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

BOARD OF DIRECTORS

103. 1 **Board of Directors**

Unless otherwise determined by the Company in general meeting, the number of directors shall not be less than 3 (Three) and shall not be more than 15 (Fifteen).

2 **First Directors**

The First Directors of the Company are:

- (1) Shri Om Prakash Pahwa
- (2) Shri Sant Prakash Pahwa
- (3) Shri Rajnish Pahwa

104. **Composition of the Board**

- a. The New Promoter and the Selling Promoters shall have equal representation on the Board.
- b. The New Promoter shall have the right to nominate half of the non-independent directors to the Board ("New Promoter Directors") and the Selling Promoters shall have the right to nominate the other half of the non-independent directors to the Board ("Selling Promoter Directors").
- c. The New Promoter and the Selling Promoters shall also have the right to recommend half of the independent directors each, and such independent directors shall be appointed in accordance with the applicable law.
- d. Notwithstanding anything to the contrary contained herein, if at any time (i) the aggregate shareholding of the New Promoter in the Company increases to 51% or more of the paid-up share capital of the Company, then the Selling Promoters shall be entitled to nominate only 1 (one) non-independent director on the Board and the New Promoter shall be entitled to nominate all of the other non-independent directors and recommend all the independent directors to the Board; and (ii) the aggregate shareholding of the Selling Promoters in the Company decreases to 10% or less of the paid-up share capital of the Company, then the Selling Promoter's right to nominate any directors to the Board shall forthwith cease to exist.

Upon occurrence of any of these events, the Selling Promoters shall take all necessary actions and steps to procure that the directors nominated by it forthwith resign from the Board.

105. 1 **Board to decide Directors liable to retire by Rotation**

The Board shall have the power to determine the directors whose period of office is or is not liable to determination by retirement of directors by rotation.

2 **Same individual maybe Chairperson and Managing Director / Chief Executive Officer**

The same individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director or Chief Executive Officer of the Company.

106. 1 **Remuneration of directors**

The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.

2 **Remuneration to members' consent require**

The remuneration payable to the directors, including any managing or whole-time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act.

3 **Travelling and other expenses**

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

- a in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or
- b in connection with the business of the Company.

107. **Execution of negotiable instruments**

All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.

108. 1 **Appointment of additional directors**

Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.

2 **Duration of office of additional director**

Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act.

109. **Appointment of Independent Director**

Subject to the provisions of Section 149 (6) of the Act, Board of Directors shall have power at any time to appoint any person as an Independent Director to the Board. The Company shall have such number of Independent Directors on the Board of the Company, as may be required in terms of the provisions of Section 149 of the Act and the Companies (Appointment and Qualification of Directors) Rules, 2014 or any other Law, as may be applicable. Further, such appointment of such Independent Directors shall be in terms of the aforesaid provisions of Law and subject to the requirements prescribed under Listing Regulations.

110. 1 **Appointment of alternate Director**

The Board may appoint an alternate director to act for a director (hereinafter in this Article called "the Original Director") during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of the Act.

2 **Duration of office of alternate Director**

The alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India

3 **Re-appointment provisions applicable to Original Director**

If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.

111.1 **Appointment of director to fill a casual vacancy**

If the office of any director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board.

2 **Duration of office of Director appointed to fill casual vacancy**

The director so appointed shall hold office only upto the date upto which the director in whose place he is appointed would have held office if it had not been vacated.

112. **Appointment of Women Director**

The Company shall have such number of Woman Director on the Board of the Company, as may be required in terms of the provisions of Section 149 of the Act and the Companies (Appointment and Qualification of Directors) Rules, 2014 or any other Law, as may be applicable.

113. **Appointment of Nominee Director**

- a Subject to the provisions of the Act and notwithstanding anything to the contrary contained in these Articles, so long as moneys lent and advanced to the company, under any arrangement or agreement, whether secured by shares / debentures / securities convertible into shares, any other security or otherwise (hereinafter collectively in this Article referred to as "the Securities"), by Finance Companies, Bodies, Finance Corporations, Credit Corporations, Banks, Insurance Corporations, Public Financial Institutions, any other Financial Institutions, Non-Banking Finance Companies, Non-Banking Finance Institutions, Companies, Bodies Corporate, etc. (hereinafter collectively in this Article referred to as "the Lender") shall remain due and owing by the Company to such Lender, the said Lender shall have a right to appoint from time to time, any person or persons as a Director or Directors

whole time or non-whole time (which Director or Directors is/are hereinafter referred to as "Nominee Director/s") on the Board of the Company.

- b. The Nominee Director/s so appointed shall hold the said office only so long as any moneys remain owing by the Company to the lender and shall ipso facto vacate such office immediately after the moneys owing by the Company to the Lender is paid off.
- c. The Lender at any time and from time to time remove from such office any person so appointed and may at the time of such removal and also in the case of death or resignation of the person so appointed any other person in his place and also fill any vacancy which may occur as a result of such director ceasing to hold office for any reason whatsoever, such appointment or removal shall be made in writing on behalf of the lender appointing such Nominee Director/s or any person and shall be delivered to the Company at its registered office.
- d. The Nominee Director/s shall neither be required to hold any qualification share in the Company to qualify him for the office of a Director nor shall be liable to retire by rotation.
- e. The Nominee Director/s shall notwithstanding anything to the contrary herein, maintain confidentiality of all the information of the Company received by him.
- f. The Nominee Director/s shall not be eligible for appointment /re-appointment or continue as a Director and shall ipso facto vacate the office immediately as a director of a company, if —
 - i. he is of unsound mind and stands so declared by a competent court;
 - ii. he is an undischarged insolvent;
 - iii. he has applied to be adjudicated as an insolvent and his application is pending;
 - iv. he has been convicted by a court of any offence, whether involving moral turpitude or otherwise, and sentenced in respect thereof to imprisonment for not less than six months and a period of five years has not elapsed from the date of expiry of the sentence or he has wilfully defaulted or has been disqualified under the Act or Rules framed thereunder or under any Law for the time being in force;

The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board Meetings and / or the Meetings of the Committee of which the Nominee Director/s is/are members as also the minutes of such meetings.

114. **Removal of Directors**

Subject to the provisions of Sections 149, 151 and 152 of the Act, and these Articles the Company may, by special resolution, from time to time, increase or reduce the number of Directors and may prescribe or alter qualifications.

Notwithstanding anything contained in this article or the investment agreement, the selling promoter director and the new promoter director shall have equal representation on the Board. They shall also have the right to recommend and nominate half of the independent and non-independent directors each, and such shall be appointed in accordance with the applicable law.

Further, on decrease in the aggregate shareholding of the selling promoter director as stated in detail in the investment agreement the selling promoter director shall take all the necessary actions and steps to ensure that the directors nominated by them forthwith resign from the Board.

115. **Board may fill up casual vacancies**

If any Director appointed by the Company in general meeting vacates office as a Director before his term of office will expire in the normal course, the resulting casual vacancy may be filled up by the Board at a meeting of the Board but any person so appointed shall retain his office so long only as the vacating Director would have retained the same if no vacancy be appointing there to any person who has been removed from his office of Director under the preceding Article.

116. **Resignation of Directors**

A Director who holds office or other employment in the company shall, when he resigns his office, provide a notice in writing to the company.

POWERS OF BOARD

117. 1 **Power to borrow**

The Board (including any Committee thereof) may, from time to time, at its discretion, subject to the provisions of the Act, raise or borrow from the Directors or from elsewhere and secure the payment of any sum or sums of moneys for the purposes of the Company; provided that the Board shall not, without the sanction of the Company in general meeting, borrow such sums or moneys (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) exceeding the aggregate for the time being of the paid-up share capital of the Company and free reserves, that is to say, reserve not set aside for any specific purpose.

2 General powers of the Company vested in Board

The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the memorandum of association or otherwise authorized to exercise and do, and, not hereby or by the statute or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the memorandum of association and these Articles and to any regulations, not being inconsistent with the memorandum of association and these Articles or the Act, from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

3 Disclosure of Directors' Interest

- a. Every Director of the Company who is in any way, whether directly or indirectly, concerned or interested in a contract or arrangement, or proposed contract or arrangement, entered into or to be entered into, by or on behalf of the Company, shall disclose the nature of his concern of interest at a meeting of the Board of Directors, in the manner provided in Section 184 of the Act.
- b. In the case of proposed contract or arrangement, the disclosure required to be made by a Director under clause (1) shall be made at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration, or if the Director was not, at the date of that meeting, concerned or interested in the proposed contract or arrangement, at the first meeting of the

Board held after he be so concerned or interested.

- c In case of any other contract or arrangement, the required disclosure shall be made at the first meeting of the Board held after the Director becomes concerned or interested in the contract or arrangement.
- d Nothing in this Article shall apply to any contract or arrangement entered into or to be entered into between the Company and any other company where any one or two or more of Directors together holds or hold not more than two percent of the paid up share capital in other company.

4 **Board Resolution necessary for Certain Contracts**

Except with the consent of the Board of Directors of the Company and of the Shareholders as applicable, in terms of the provisions of Section 188 of the Act and the Companies (Meetings of Board and its Powers) Rules, 2014, the Company, shall not enter into any contract with a Related Party

5 **Interested Director not to Participate or vote in Board's Proceedings**

No Director of the Company shall as a Director take any part in the discussion of or vote on any contract or arrangement entered into, or to be entered into, by or on behalf of the Company, if he is in any way whether directly or indirectly concerned, or interested in such contract or arrangement nor shall his presence count for the purpose of forming a quorum at the time of any such discussion or vote and if he does vote on any contract of indemnity against any loss which it or any one of more of its number may suffer by reason of becoming or being sureties or surety for the Company. Nothing in this Article shall apply to any contract or arrangement entered into or to be entered into between two companies where any of the directors of one company or two or more of them together holds or hold not more than two percent of the paid up share capital of the other company

This Article is subject to the provisions of Section 184 of the Act.

PROCEEDINGS OF THE BOARD

118.1 **When meeting to be Convened**

The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.

2 **Who may summon Board meeting**

The Chairperson or any one Director with the previous consent of the Chairperson may, or the company secretary on the direction of the Chairperson shall, at any time, summon a meeting of the Board.

3 **Quorum for Board meetings**

a The quorum for a meeting of the Board shall be two or one third of its total strength whichever is higher in accordance with the provisions of Sections 174 of the Act. If a quorum shall not be present within fifteen minutes from the time appointed for holding a meeting of the Board, it shall be adjourned until such date and time as the Chairman of the Board shall appoint

b The presence of at least 1 (one) New Promoter Director and at least 1 (one) Selling Promoter Director be necessary to constitute the quorum for all Board meetings ("Board Meeting Quorum").

4 **Adjourned Board Meeting**

a In the absence of a Board Meeting Quorum at a meeting of the Board, duly convened, the meeting shall be adjourned to a date and time that is following 3 (three) business days, but no later than 7 (seven) business days thereafter, as the chairman of the Board may determine by written notice to all the ("Adjourned Board Meeting").

b If the Board Meeting Quorum is not present at the Adjourned Board Meeting, then the directors present shall form the quorum to transact business at such meeting, excluding any of the Reserved Matters and Consent Matters. The agenda of the Adjourned Board Meeting shall remain unchanged and shall be limited to only matters expressly stated in the notice convening the original meeting.

Notwithstanding anything to the contrary contained herein, if at any time the aggregate shareholding of the New Promoter in the Company increases to 51% or more of the paid-up share capital of the Company, then the aforesaid quorum right of the Selling Promoters shall forthwith cease to exist.

The provisions composition of the Board, Chairman of the Board and Quorum for Board meeting shall mutatis mutandis to all the Subsidiaries of

the Company

5 Questions at Board meeting how decided

Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.

6 Casting vote of Chairperson at Board meeting

In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

7 Directors not to act when number falls below minimum

The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose.

8 Who to preside at meetings of the Board

Chairperson of the Company shall be the Chairperson at meetings of the Board.

In his absence, the Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.

9 Directors to elect a Chairperson

If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.

10 Delegation of powers

The Board may, subject to the provisions of the Act, delegate any of its powers to Committees consisting of such member or members of its body as it thinks fit.

11 Committee to conform to Board Regulations

Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

12 Participation at Committee meetings

The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.

13 Chairperson of Committee

A Committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee.

14 Who to preside at meetings of Committee

If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.

15 Committee to meet

A Committee may meet and adjourn as it thinks fit.

16 Questions at Committee meeting how decided

Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present.

17 Casting vote of Chairperson at Committee Meeting

In case of an equality of votes, the Chairperson of the Committee shall have a second or casting vote.

18 Acts of Board or Committee valid notwithstanding defect of appointment

All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more

of such directors or of any person acting as aforesaid, or that they or any of them were disqualified or that his or their appointment had terminated, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

19 **Passing of resolution by circulation**

Save as otherwise expressly provided in the Act, a resolution in writing, signed, whether manually or by secure electronic mode, by a majority of the members of the Board or of a Committee thereof, for the time being entitled to receive notice of a meeting of the Board or Committee, shall be valid and effective as if it had been passed at a meeting of the Board or Committee, duly convened and held.

**CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY AND
CHIEF FINANCIAL OFFICER**

119. 1 **Chief Executive Officer, etc.**

a Subject to the provisions of the Act, —

A chief executive officer, manager, company secretary and chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary and chief financial officer so appointed may be removed by means of a resolution of the Board; the Board may appoint one or more chief executive officers for its multiple businesses.

b Subject to applicable law, and without prejudice to the inherent powers of the Board, the New Promoter shall have the right to nominate the chief financial officer and other key managerial personnel of the Company.

2 **Director may be chief executive officer, etc.**

A director may be appointed as chief executive officer, manager, company secretary or chief financial officer

REGISTERS

120. 1 **Statutory registers (SEC 85(2))**

The Company shall keep and maintain at its registered office all statutory

registers namely, register of charges, register of members, register of debenture holders, register of any other security holders, the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection during 11.00 a.m. to 1.00 p.m. on all working days, other than Saturdays, at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules.

2 **Foreign register(Sec 88(4))**

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

THE SEAL

121. 1 **The seal, its custody and use**

The Board shall provide for the safe custody of the seal.

2 **Affixation of seal**

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

DIVIDENDS AND RESERVE

122. 1 **Company in general meeting may declare dividends**

The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board but the Company in general meeting may declare a lesser dividend.

2 **Interim dividends**

Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends of such amount on such class of shares and at such times as it may think fit.

3 **Dividends only to be paid out of Profits**

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

4 **Carry forward of profits**

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

5 **Division of profits**

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

Payments in advance

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

7 **Dividends to be apportioned**

All dividends shall be apportioned and paid proportionately to the amounts

paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

8 No member to receive dividend whilst indebted to the Company and Company's right to reimbursement therefrom

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

9 Retention of dividends

The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares.

10 Dividend how remitted

Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

11 Instrument of payment

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

12 Discharge to Company

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

13 Receipt of one holder sufficient

Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share. Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.

14 No interest on dividends

No dividend shall bear interest against the Company.

15 Waiver of dividends

The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.

ACCOUNTS

123. 1 Inspection by Directors

The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules.

2 Restriction on Inspection Members

No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorised by the Board.

SECURITY

124. a Every Director, Manager, Secretary, Key managerial personnel, Trustee for the Company, its members or debenture-holders, members of a Committee, officer, servant, agent, accountant or other person employed in or about the business of the Company shall, if so required by the Board before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto, and shall be such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Board or by any meeting or by a Court of law and except so far as may be necessary in order to comply with any of the provisions in these Articles contained.
- b No Member or other person (not being a Director) shall be entitled to visit or inspect any works of the Company without the permission of the Directors or to require discovery of or any information respecting any detail of the Company's trading, or any matter which may relate to the conduct of the business of the company and which in the opinion of the Directors, it would be inexpedient in the interest of the Company to disclose.
- c Subject to applicable law, Cliqtrade Stock Brokers Private Limited shall have access to all material information relating to the Company to such officials, right to initiate special audits and such other documents, as may be informed to the Company in writing and as illustrated in investment agreement.

WINDING UP

125. 1 **Winding up of Company**

Subject to the applicable provisions of the Act and the Rules made thereunder -

- a If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.
- b For the purpose aforesaid, the liquidator may set such value as he deems fair

upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.

- c The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability
- d In case any shares to be divided as aforesaid involves a liability to calls or otherwise, any person entitled under such division to any of the said shares may within ten days after the passing of the special resolution but notice in writing direct the liquidators to sell his proportion and pay him the net proceeds and the Liquidators shall, if practicable act accordingly.
- e Upon occurrence of a Liquidation Event, the proceeds from the Liquidation Event shall be paid or distributed to the Cliqtrade Stock Brokers Private Limited in proportion of its shareholding (on a fully diluted basis), as stated in the investment agreement.

2 **Liquidation preference**

Upon occurrence of a Liquidation Event, the proceeds from the Liquidation Event (less any amounts required by applicable law to be paid or set aside for the payment of the creditors of the Company and for discharging or making provision for discharging the liabilities of the Company, if applicable) shall be paid or distributed to the New Promoter in proportion of its shareholding (on a fully diluted basis), prior and in preference to any payment or distribution to any other shareholders of the Company

NON – COMPETE AND NON-SOLICIT

126. The Sellers shall devote all of their time and efforts to the management and operations of the Company.

Until the expiry of fifth anniversary of the date on which the Sellers exit the Company completely or the maximum period permissible under applicable law, whichever is lesser (“Restrictive Period”) each Seller covenants and undertakes that he/she shall not either directly or indirectly, by himself/herself or through

his/her Affiliates or Related Parties (whether in its own capacity or in conjunction with or on behalf of any other person) commence, establish, promote, carry on, conduct, join, manage, operate, control, finance, invest in, partner, participate, have any financial interest in, assist or be engaged in, as an agent, employee, officer, director, consultant, shareholder, lender, advisor, or equity owner of any other person engaged in any Competing Business, or lend to, advise, consult with, serve as a director of, be employee in, engage in or attempt to engage in or assist any other person to engage in any Competing Business or divulge any confidential information relating to the Company to person engaged in any Competing Business or attempt to do any of the foregoing. For avoidance of doubt, it is hereby clarified that Mr. Asit C. Mehta may provide consultancy services in his personal capacity provided that it is not a Competing Business, and he devotes sufficient time for the business operations of the Company. Notwithstanding any stated above, if at any time the aggregate shareholding of the Sellers in the Company decreases to less than 10% of the paid up share capital of the Company, then Mr. Asit C. Mehta shall be entitled to undertake advisory services with immediate effect, provided that it is not a Competing Business.

The term "Competing Business" of the Company shall mean any business or activity, whether in India or elsewhere, which may, directly or indirectly, compete in any manner whatsoever with, or is the same as or is substantially similar to, any part of the business carried on or proposed to be carried on (as contemplated in the Company's business plan or approved by the Board). The term "Related Party" shall have the meaning ascribed to the term under the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

During the Restrictive Period, the Seller shall not, and shall procure that his Affiliates shall not, directly or indirectly: (a) hire or solicit the employment of (i) any client, vendor or customer of the Company who was a client, vendor or customer of the Company during or at the end of the Restricted Period, or (ii) any officer, director, or employee of the Company, except any officer, director or employee of the Company who is not employed or engaged with the Company for a continuous period of 2 (two) years prior to the expiry of the Restricted Period; or (b) in so far as the business of the Company is concerned, interfere with, tender

for, canvass, solicit or endeavour to entice away from the Company, the business of any person who was, to their knowledge, a customer, client or agent of or supplier to, or who had dealings with the Company.

Each Party acknowledges and agrees that each of the prohibitions and restrictions contained in this clause: (a) will be read and construed and will have effect as a separate, severable and independent prohibition or restriction and will be enforceable accordingly; and (b) is fair and reasonable as to period, scope and subject matter for the legitimate protection of the business and goodwill of the Company; and (c) the Purchase Consideration for the Closing Date Sale Shares paid to each Seller is adequate consideration for the non-compete and non-solicit covenants contained in this Agreement.

The Parties agree, accept and acknowledge that the covenants contained in this clause are reasonable covenants and acknowledge that the restrictions set forth in this Agreement are necessary to protect the Company and its business (including the goodwill), the potential for expansion of the business and to prevent any unfair advantage being conferred on either party and in no event, would prevent the Seller from otherwise engaging in any trade or vocation.

However, the Sellers may take up Non-Executive Board positions in Companies, educational institutions, non-profit organisations, etc. A consideration of INR 50 Lakhs as non-compete fees is included in consideration.

INDEMNITY AND INSURANCE

127.1 Directors and officers right to indemnity

- a Subject to the provisions of the Act, every director, managing director, whole time director, manager, company secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such director, manager, company secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such director, manager, company secretary or officer or in any way in the discharge of his duties in such capacity including expenses.

B Subject as aforesaid, every director, managing director, manager, company secretary or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.

2 **Director and other Officers Not Responsible for the Acts of Others**

a Subject to the provisions of the Act, no Director, Managing Director, Whole-time Director or other Officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or Officer or for joining in any receipt or other act for conformity or for any loss or expenses happening to the Company through insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the nominees of the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person, company or corporation, within whom any moneys, securities or effects shall be entrusted or deposited or for any loss occasioned by any error of judgement or oversight on his part or for any other loss or damage or misfortune whatever which shall happen in the execution of the duties or in relation thereto, unless the same happens through his own dishonesty.

b An Independent Director, and a non-executive director not being a promoter or a Key Managerial Personnel, shall be liable only in respect of acts of omission or commission, by the Company which had occurred with his knowledge, attributable through Board processes, and with his consent or connivance or where he has not acted diligently.

3 **Insurance**

The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.

RESERVED MATTER

128. **Notwithstanding anything contained in the Articles or elsewhere**
- 1 no action / decision relating to any of the Reserved Matters listed in Schedule I to these Articles shall be taken by the Board unless prior written consent of the New Promoter Directors is obtained for such action (by means of the New Promoter Directors voting in favour of the Board resolution relating to the Reserved Matter that is tabled at the Board meeting).
 - 2 At least 7 (seven) days' written notice shall be given to the directors for convening a Board meeting to discuss any Reserved Matter. Subject to applicable law, this time period may be reduced with the written consent of the New Promoter Directors.
 - 3 Any action taken by the Company or its directors on any of the Reserved Matters, without the prior consent of the New Promoter Directors as specified in this Article, shall be in violation of the Articles and the Investment Agreement and void ab initio. The New Promoter and the Selling Promoters shall do all acts, deeds or things as required to prevent such action being taken by the Company on any Reserved Matters which is in violation of this Article.

CONSENT MATTERS

129. Notwithstanding anything contained herein, no decision relating to any of the
- 1 Consent Matters specified in Schedule IV of investment agreement shall be taken (whether by the Board, committee, shareholders or any of the employees, officers or managers of the Company) unless prior written consents of the New Promoter and the Selling Promoters are obtained for such actions.
 - 2 Decisions relating to the Consent Matters will be subject to the New Promoter's and the Selling Promoter's written consent, either by means of the New Promoter Directors and the Selling Promoter Directors voting in favour of the Board resolution, or otherwise the New Promoter and the Selling Promoters giving consent in favour of such matter. The New Promoter and the Selling Promoters shall give their written consent within 15 (fifteen) days of receipt of the request for consent.
 - 3 Notwithstanding anything contained in this Article, if at any time the aggregate shareholding of the New Promoter in the Company increases to 51% or more of the paid up share capital of the Company, then the aforesaid rights of the Selling Promoters in respect of the Consent Matters shall forthwith cease to exist.

However, the Selling Promoters shall cooperate with the New Promoter in respect of any Consent Matter at the general meeting.

ADDITIONAL RIGHTS OF THE NEW PROMOTER

130. 1 The Selling Promoters shall ensure that the Company, at any time after the Closing, as per the option of the New Promoter, shall issue further equity shares in the form of convertible warrants and/or other convertible instruments as may be permissible under applicable law, through the mode of rights issue and/or any other mode, such that the New Promoter's shareholding in the Company shall increase to 51% of the diluted share capital of the Company, in which issuance the Selling Promoters shall not participate or subscribe.

ACCESS

131. a Subject to applicable law, the New Promoter shall have access to all material information relating to the Company and the Company shall allow the Company Secretary or any Chartered Accountant or any other authorized nominee / representative of the New Promoter including its auditor to inspect the records of the Company, including books of accounts, books of minutes of meetings of the Board, shareholder and committee meetings and also the premises and assets of the Company, as may be required by the New Promoter.

INFORMATION RIGHTS

132. Subject to applicable law, the New Promoter shall have the right to receive and the Company shall, share the information with the New Promoter, as per the Investment Agreement and/or the information which is ought to be known by the New Promoter,
- a Monthly MIS on material aspects of business, operations, financials, and the like
 - b quarterly (provisional and un-audited) financial statements of the Company – within 2 (two) days of its approval by the Board;
 - c annual (provisional and audited) financial statements of the Company- within 2 (two) days of its approval by the Board;
 - d annual (provisional and audited) financial statements of the Company- within 2 (two) days of its approval by the Board;

SOCIAL OBJECTIVE

133. The Company shall have among its objectives the promotion and growth of the national economy through increased productivity, effective utilization of material and manpower resources and continued application of modern scientific and managerial techniques in keeping with the national aspirations and the Company shall be mindful of its social and moral responsibilities to the consumers, employees, shareholders, society and the local community.

GENERAL POWER

134. Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry such transactions as have been permitted by the Act, without there being any specific

SCHEDULE I

RESERVED MATTERS

Following is the list of Reserved Matters:

1. Finalisation, approval, adoption or modification in the financial statements (balance sheet, profit and loss account statements and cash flows (audited or unaudited) of the Company), annual accounts, annual business plans and/or annual operating budget of the Company;
2. any actions in deviation from the approved annual business plan and/or annual operating budget;
3. approval of terms of appointment, change in terms of appointment, renewal and/or removal of key managerial personnel (including chairman, managing director, chief executive officer, chief financial officer, chief operating officer, chief marketing officer and any other person designated as key managerial personnel by the Company) and Key Employees of the Company. The term "**Key Employees**" means any person whose annual CTC is more than INR 24 lakh and / or any person performing / to perform managerial / supervisory role by whatever designation called;
4. any transaction with the Sellers, Key Employees, directors of the Company or their affiliates / organizations, firms, subsidiaries or other Related Parties.
5. advancing of any loan by the Company to the directors, employees, shareholders of the Company or their affiliates or any person (except for loans to full time employees of the Company in terms of the policy approved by the Board and the Purchaser) or entry by the Company into any guarantee, indemnity or surety contract or any contract of a similar nature in connection with any financial assistance in favour of or for the benefit of any employee, directors, shareholders or any other person;
6. appointment, removal or change in terms of appointment of the statutory and internal auditors of the Company;
7. changes to tax or accounting policies, financial / accounting year of the Company;

8. any capital expenditure or investments or acquisitions by the Company for any amount that is not part of the approved annual business plan of the Company;
9. undertaking of any debt , creation of mortgage, hypothecation, lien, lease, pledge or other charge on the assets of the Company or incur any performance guarantee (including bank guarantees and specific guarantees) of any amount that is not a part of the approved annual business plan of the Company. This will however not apply to usual customer contracts which may have implied guarantees;
10. any amendment to the memorandum of association and article of association of the Company;
11. any alteration or modification to the rights, preferences, privileges granted to the Purchaser in the Company;
12. declaration or payment of dividends, buybacks, redemption of shares or any other shareholder distributions;
13. sale or licence of all or substantially all of the assets of the Company, mergers, amalgamations, reorganizations, settlements with creditors and other business combinations (excluding investment in any joint venture, that has a complementary role of enhancing/aiding the business model of the Company);
14. winding up or liquidation of the Company;
15. incorporation of any subsidiary/joint venture and acquisition and/or transfer of interest in the capital of other companies or strategic purchase of equity shares in other companies (excluding investment in any joint venture that has a complementary role of enhancing/aiding the business model of the Company);
16. change in composition of the Board;
17. capitalization of reserves by the Company including through bonus issue;
18. any material change in the business of the Company or commencement of any new line of business by the Company or cessation of any existing line of business;

19. any offer, sale or issuance of any securities, registration / approval of transfer of shares of the Company or creation of or taking on record any charge or encumbrance on the shares of the Company;
20. any action that creates change to the capital structure of the Company;
21. any agreement, arrangement, transaction or assignment of intellectual property rights including those relating to copyrights, trademarks, patents and designs (excluding arrangements with current or prospective customers of the Company, consistent with industry practices and/or practices inherent in the Company's business model);
22. commencing or discontinuing any legal or arbitral proceedings; and
23. entering into any arrangement or agreement in relation to the foregoing.

**KIRIT HIMATLAL
VORA**

Digitally signed by
KIRIT HIMATLAL VORA
Date: 2023.04.04
10:26:35 +05'30'

We, the several persons whose names and addresses are subscribed, below are desirous of being formed into a Company in pursuance of this Article of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names :-

| Names, Addresses, Occupation and description of subscribers | No. of Equity Shares taken by each subscriber | Signature of Subscribers | Signature of witness with address, description and occupation |
|---|---|---------------------------------|---|
| SANT PARKASH S/o Sh. Ram Lubhaya 179-L, Model Town, Ludhiana Industrialist | 10 (Ten) | Sd/- Sant Parkash | I witness to the signatures of all the above subscribers Sd/- (N.K. JINDAL) Chartered Accountant M. No. 12759 S/o Sh. K.N. Gupta United India Life Building, F-Block, (Basement) Connaught Place, New Delhi - 110 001. |
| OM PARKASH S/o Sh. Ram Lubhaya 179-R, Model Town, Ludhiana Industrialist | 10 (Ten) | Sd/- Om Parkash | |
| BHUPENDRA KR. PANDEY S/o Sh. Kripal Dall Pandey, H-73, Sarabha Nagar, Ludhiana - 141 001 Technologist | 10 (Ten) | Sd/- Bhupendra Kr. Pandey | |
| RAJNISH KUMAR S/o Sh. Sant Parkash 179-R, Model Town, Kumar Ludhiana Industrialist | 10 (Ten) | Sd/- Rajnish | |
| VIMAL NANDA S/o Sh. Ram Nanda 35, Netaji Subhash Marg, New Delhi - 110 092. Business | 10 (Ten) | Sd/- Vimal Nanda | |
| RAJ KUMAR SHARMA S/o Sh. G. C. Sharma M.B. 28, Shakarpur Extn., New Delhi - 110 092. Service. | 10 (Ten) | Sd/- Raj Kumar Sharma | |
| KAILASH NATH SHARMA S/o Sh. Devki Nandan KP-229, Pitam Pura, New Delhi - 110 034 Service. | 10 (Ten) | Sd/- Kailash Nath Sharma | |
| TOTAL | 70 (Seventy) Equity Shares | | |

New Delhi Dated his 13th Day of January, 1984.

Scheme of Amalgamation

Nucleus IT Enabled Services Limited

With

Asit C. Mehta Financial Services Limited
(National Company Law Tribunal order dated 20.01.2023)



IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH

C.P.(CAA)/35/MB-IV/2022

Connected with

C.A.(CAA)/131/MB-IV/2021

In the Matter Of
Companies Act, 2013

And

In the Matter Of
Section 230-232 Of the Companies Act,
2013

And Other Applicable Provisions of the
Companies Act, 2013 r/w the Companies
(Compromises, Arrangements and
Amalgamations) Rules, 2016;

In the Matter of
Scheme of Amalgamation

of

Scheme of Amalgamation between
Nucleus IT Enabled Services Limited

... Transferor Company

Asit C. Mehta Financial Services Limited

... Transferee Company

the Amalgamated Company and their respective
Shareholders and Creditors





IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH

C.P.(CAA)/35/MB-IV/2022
Connected with
C.A.(CAA)/131/MB-IV/2021

Nucleus IT Enabled Services Limited
CIN: U72900MH2008PLC182793

... Petitioner Company No. 1/
Transferor Company

Asit C. Mehta Financial Services Limited
CIN: L65900MH1984PLC091326

... Petitioner Company No. 1/
Transferor Company

Order delivered on: 20/01/2023

Coram:

Shri. Prabhat Kumar
Hon'ble Member (Technical)

Shri Kishore Vemulapalli
Hon'ble Member (Judicial)

Appearances (via videoconferencing):

For the Applicants : Mr Ahmed M Chunawala, i/b Rajesh Shah
& Co, Advocates

For the Regional Director : Ms. Rupa Sutar, Deputy Director
Regional Director (WR), Mumbai

ORDER

Per: Kishore Vemulapalli, Member (Judicial)





IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH

C.P.(CAA)/35/MB-IV/2022
Connected with
C.A.(CAA)/131/MB-IV/2021

1. The Bench is conveyed through videoconference.
2. Heard the Ld. Counsel for the Petitioner Companies. No objector has come before this Tribunal to oppose the Scheme and nor has any party controverted any averments made in the Petitions to the said Scheme.
3. The sanction from the Tribunal is sought under Sections 232 read with Section 230 of the Companies Act, 2013 and other relevant provisions of the Companies Act, 2013 and the rules framed there under for the Scheme of Amalgamation between **Nucleus IT Enabled Services Limited**, the Amalgamating Company with **Asit C. Mehta financial Services Limited**, the Amalgamated Company and their respective Shareholders and Creditors.
4. Ld. Counsel for the Petitioner Companies submits that the Board of Directors of the Transferor Company and Transferor Company in their respective Company meetings conducted on 13th April 2021, for the Transferor Company and 16th April 2021 for the Transferee Company have approved the scheme.
5. The Learned Counsel appearing on behalf of the Petitioners states that the Petitions have been filed in consonance with the Order dated 17.08.2021 passed in C.A.(CAA) 131/MB-IV/2021 by this Bench.
6. The Ld. Counsel appearing on behalf of the Petitioner Companies further states that the Petitioner Companies have complied all the





IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH

C.P.(CAA)/35/MB-IV/2022
Connected with
C.A.(CAA)/131/MB-IV/2021

directions in C.A.(CAA) 131/MB-IV/2021 by this Bench and they have also filed necessary affidavits of compliance before this Tribunal.

7. The Learned Counsel for the Petitioner Companies states that the First Petitioner Company is set up to carry on business of IT Enabled Services & collection services for various types of Loans and that the Second Petitioner Company presently is engaged in the business of providing advisory and consultancy services on Fund mobilization and restructuring of Companies and renting vacant properties.
8. The rationale for the Scheme of Amalgamation of the Petitioner Companies, inter alia, includes the fact that both the Companies are under the same management. The management is of the opinion that the merger will lead to synergies of operations and more particularly the following benefits:
 - a. The merger will result in economies of scale, reduction in overheads including administrative, managerial and other expenditure, operational rationalization, organizational efficiency and optimal utilization of resources.
 - b. The merger will result in a significant reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by both the Amalgamating Company and the Amalgamated Company.





IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH

C.P.(CAA)/35/MB-IV/2022
Connected with
C.A.(CAA)/131/MB-IV/2021

- c. Consolidating and improving the internal control systems and procedures which will bring greater management and operational efficiency due to integration of various similar functions being carried out by the entities such as human resources, finance, legal, management etc.
 - d. Simplification of group structure.
9. The Regional Director has filed his Report dated 30th March, 2022 making certain observations and the same have been addressed by the Petitioner Companies in the following manner: -
- a. the Transferee Company undertakes that in addition to compliance of AS-14 for accounting treatment, the Transferee Company shall pass such accounting entries as may be necessary in connection with the Scheme to comply with other applicable accounting standards such as AS-5 as applicable.
 - b. the Petitioner companies will comply with the requirements as to Appointed Date and clarified vide circular no. F. No.7/12/2019/CL-1 dated 21.08.2019 issued by the Ministry.
 - c. the setting off of fees paid by the Transferor Company on its Authorised Share Capital shall be accordance with provisions of section 232(3)(i) of the Companies Act, 2013.





IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH

C.P.(CAA)/35/MB-IV/2022
Connected with
C.A.(CAA)/131/MB-IV/2021

- d. as per Accounting Standard 14, the surplus/deficit if any arising out of the scheme of amalgamation shall be credited to the Capital Reserve. Such Capital Reserve shall not be free reserve and shall not be available for distribution of dividend.
 - e. The Transferee Company will comply with Income Tax Provisions in relation to proceedings/claims under Income Tax Act against the Transferor Company.
 - f. the prior approval from SEBI/Stock Exchange is not required in this case as it being amalgamation between a holding company with its subsidiary.
 - g. the Petitioner Companies submits that the interest of creditors will be protected.
10. Ms. Rupa Sutar, Deputy Director, Office of Regional Director (WR), Mumbai appeared on the date of hearing and submits that above explanations and clarifications given by the Petitioner Companies in rejoinder are satisfactory and they have no further objection to the Scheme.
11. The Official Liquidator has filed his report on 2nd February, 2022 in C.A.(CAA)131/C-IV/2021, inter alia, stating therein that the affairs of the Transferor Company have been conducted in a proper manner not prejudicial to the interest of the Shareholders of the Transferor





IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH

C.P.(CAA)/35/MB-IV/2022
Connected with
C.A.(CAA)/131/MB-IV/2021

Company and that the Transferor Company may be ordered to be dissolved by this Tribunal.

12. The Income Tax Department will be at liberty to examine the aspect of any tax payable as a result of this scheme and in case it is found that the scheme ultimately results in tax avoidance under the provisions of Income Tax Act, it shall be open to the income tax authorities to take necessary action as possible under the Income Tax Law.
13. From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public policy considering that no objection has so far been received from any authority or creditors or members or any other stakeholders.
14. Since all the requisite statutory compliances have been fulfilled, C.P (CAA)35/MB-IV/ 2022 is made absolute in terms of clauses (a) to (c) of the said Company Scheme Petition.
15. The First Petitioner Company be dissolved without winding up.
16. Petitioner Companies are directed to file a copy of this Order along with a copy of the Scheme of Amalgamation with the concerned Registrar of Companies, electronically along with E-Form INC-28, in addition to physical copy within 30 days from the date of receipt of the Order from the Registry.





IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH

C.P.(CAA)/35/MB-IV/2022
Connected with
C.A.(CAA)/131/MB-IV/2021

17. The Petitioner Companies to lodge a copy of this Order and the Scheme duly authenticated by the Deputy Registrar or Assistant Registrar, National Company Law Tribunal, Mumbai Bench, with the concerned Superintendent of Stamps, for the purpose of adjudication of stamp duty payable within 60 days from the date of receipt of the Order, if any.
18. All authorities concerned to act on a copy of this Order along with Scheme duly authenticated by the Deputy Registrar or Assistant Registrar, National Company Law Tribunal, Mumbai.
19. The Appointed Date is 31st March, 2021.
20. Ordered Accordingly. Pronounced in open court today.

Sd/-

Prabhat Kumar
Member (Technical)
20/01/2023

Sd/-

Kishore Vemulapalli
Member (Judicial)

Certified True Copy _____
Date of Application 20/1/2023
Number of Pages 8
Fee paid Rs. 40/-
Applicant called for collection copy on 01/2/23
Copy prepared on 01/2/2023
Copy issued on 01/02/2023



P. S. Sonawale
Deputy Registrar
National Company Law Tribunal, Mumbai Bench
01.02.2023
Page 8 of 8

SCHEME OF AMALGAMATION

BETWEEN

Nucleus IT Enabled Services Limited
(Amalgamating Company)

AND

Asit C. Mehta Financial Services Limited
(Amalgamated Company)

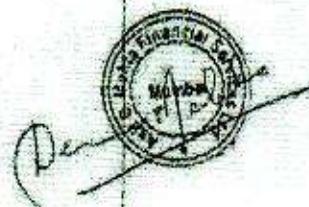
AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS.

(UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013)

PREAMBLE

This Scheme of Amalgamation (as defined hereinafter in Clause 1.15 of Part A) is presented under Sections 230 to 232, of the Companies Act, 2013 (the "Act") and other applicable provisions of the Act for amalgamation of Nucleus IT Enabled Services Limited (hereinafter referred to as "Amalgamating Company") into Asit C. Mehta Financial Services Limited (hereinafter referred to as "Amalgamated Company").



292

The Amalgamating Company is a wholly-owned subsidiary of Amalgamated Company hence, in consideration; Amalgamated Company will not issue any shares under the scheme of Amalgamation. The existing holding of Amalgamating Company in Amalgamated Company shall be cancelled pursuant to this Scheme.

The Scheme is in the best interest of the Amalgamating Company, Amalgamated Company and their respective shareholders, and all other stakeholders.

The Scheme also provides for various other matters consequential to or otherwise integrally connected with the above in the manner provided for in the Scheme.

I. INTRODUCTION

1. Nucleus IT Enabled Services Limited ("Amalgamating Company" or "NITES"), is a company which was incorporated under the Companies Act, 1956 on 26th May, 2008 under the name and style "Nucleus GIS and ITES Limited". The name of the Amalgamating Company was changed to "Nucleus IT Enabled Services Limited" on 29th May, 2013. The Company has its Registered Office situated at Nucleus House, Saki Vihar Road, Andheri (East), Maharashtra (CIN: U72900MH2008PLC182793).
2. Asit C. Mehta Financial Services Limited ("Amalgamated Company" or "ACMFSL") is a company incorporated under the Companies Act 1956 on 25th January, 1984 under the name and style "Northern India Securities Limited". The name of the Amalgamated Company went through multiple changes i.e., it was changed to "Nucleus Securities Limited" on 6th July, 1993, it was further changed to "Nucleus Netsoft and GIS (India) Limited" on 31st May, 2006. The final change in the name of the company to "Asit C. Mehta Financial Services Limited" took place on 11th September, 2008. The Company has its Registered Office



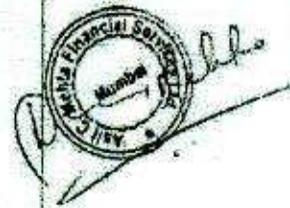
293

situated at Nucleus House, Saki Vihar Road, Andheri (East), Maharashtra (CIN: L65900MH1884PLC091326).

RATIONALE FOR THE SCHEME

- I. The Amalgamating Company is a wholly-owned subsidiary of the Amalgamated Company. In order to consolidate and simplify the group structure and effectively manage the Amalgamating Company and Amalgamated Company as a single entity, which will provide several benefits including streamlined group structure by reducing the number of legal entities, reducing the multiplicity of legal and regulatory compliances, rationalising costs, it is intended that the Amalgamating Company be amalgamated with the Amalgamated Company

- II. The amalgamation of the two companies would *inter alia* have the following benefits:
 1. The merger will result in economies of scale, reduction in overheads including administrative, managerial and other expenditure, operational rationalization, organizational efficiency and optimal utilization of resources;
 2. The merger will result in a significant reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by both the Amalgamating Company and the Amalgamated Company;
 3. Consolidating and improving the internal control systems and procedures which will bring greater management and operational efficiency due to integration of various similar functions being carried out by the entities such as human resources, finance, legal, management etc;



294

4. Simplification of group structure

III. Accordingly, the Board of Directors of the Amalgamating Company and the Amalgamated Company have formulated this Scheme of Amalgamation for the transfer and vesting of the entire undertaking and business of the Amalgamating Company with and into the Amalgamated Company pursuant to the provisions of Section 230-232 of the Companies Act, 2013 and other relevant provisions of the Act.

II. PARTS OF THE SCHEME

The Scheme is divided into the following parts:

1. Part A deals with definitions, interpretation and share capital
2. Part B deals with the amalgamation of all the Amalgamating Company into and with the Amalgamated Company in accordance with Sections 230 to 232 of the Act.
3. Part C deals with general terms and conditions that would be applicable to the Scheme.





245

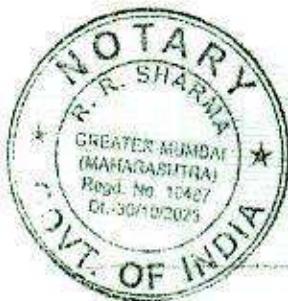
PART A

DEFINITIONS, INTERPRETATION AND SHARE CAPITAL

1. DEFINITIONS

In this Scheme, the following words and expressions shall, unless the context requires otherwise, have the following meanings ascribed to them.

- 1.1 "Act" or "the Act" means the Companies Act, 2013 including rules framed thereunder and shall include any statutory modifications, re-enactment or amendments for the time being in force, and any statutory modifications, re-enactment or amendments.
- 1.2 "Amalgamated Company" or "ACMFSL" means, Asit C. Mehta Financial Services Limited, a company incorporated under the Companies Act 1956 and has its Registered Office situated at Nucleus House, Saki Vihar Road, Andheri (East), Maharashtra (CIN: L65900MH1984PLC091326).
- 1.3 "Amalgamating Company" or "NITES" means Nucleus IT Enabled Services Limited, a company incorporated under the Companies Act, 1956 and has its Registered Office situated at Nucleus House, Saki Vihar Road, Andheri (East), Maharashtra (CIN: U72900MH2008PLC182793).
- 1.4 "Appointed Date" means March 31, 2021 or any other date as may be approved by the National Company Law Tribunal.



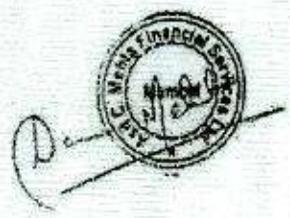
1.5 "Board of Directors" or "Board" in relation to each of the Companies, as the case may be, means the board of directors of such company or any person duly authorized by the Board for the purposes of this Scheme

1.6 "Companies" means Amalgamating Company and Amalgamated Company collectively.

1.7 "Effective Date" means the date on which the Scheme shall become effective pursuant to Clause 18 of this Scheme. Any references in this Scheme to "upon this Scheme becoming effective" or "effectiveness of this Scheme" or "after this Scheme becomes effective" means and refers to the Effective Date.

1.8 "Governmental Authority" shall mean any national, state, provincial, local or similar government, governmental, statutory, regulatory or administrative authority, government department, agency, commission, board, branch, legislative body, tribunal or court or other entity authorized to make Laws, rules, regulations, standards, requirements, procedures or to pass directions or orders having the force of Law, or any regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of Law, and/or any stock exchanges, Registrar of Companies, Office of Regional Director.

1.9 "Law" shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Governmental Authority having jurisdiction over the matter in question.



297

1.10 "Listing Regulations" shall mean SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and includes any amendments, modifications or any enactment thereof.

1.11 "NCLT" or "Tribunal" shall mean the National Company Law Tribunal, Mumbai Bench.

1.12 "Regional Director" means the Regional Director (Western Region), Ministry of Corporate Affairs at Mumbai, having jurisdiction over the Companies;

1.13 "RoC" means the Registrar of Companies having respective jurisdiction over the Companies.

1.14 "Scheme of Amalgamation" or "Scheme" or "the Scheme" or "this Scheme" shall mean this Scheme of Amalgamation including any modification or amendment hereto, made in accordance with the terms hereof, as per Clause 17 of the Scheme.

1.15 "Stock Exchanges" shall mean BSE Limited (BSE)

2. INTERPRETATION

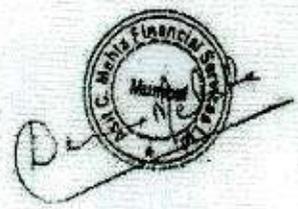
In this Scheme, unless the context otherwise requires:

2.1 words denoting singular shall include plural and vice versa and references to any gender includes the other gender;

2.2 headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;



- 2.3 References to the word "include" or "including" shall be construed without limitation;
- 2.4 References to Clauses are to the Clauses to this Scheme;
- 2.5 References to the words "hereof", "herein" and "hereunder" and words of similar import shall refer to this Scheme as a whole and not to any particular provision of this Scheme;
- 2.6 Reference to any law or legislation or regulation shall include amendment(s), circulars, notifications, clarifications or supplement(s) to, or replacement or amendment of, that law or legislation or regulation;
- 2.7 Reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- 2.8 Word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed to them.
- 2.9 References to a person include any individual, firm, body corporate (whether incorporated or not), government, state or agency of a state or any joint venture, association, partnership, works council or employee representatives' body (whether or not having separate legal personality); and
- 2.10 Where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.



299

3. SHARE CAPITAL

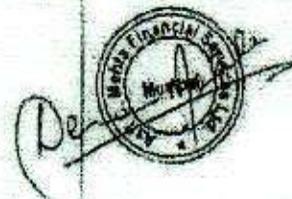
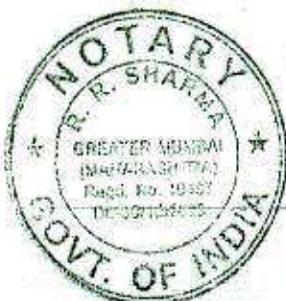
3.1 The share capital of "NITES" or "Amalgamating Company" as on March 31, 2021 is as under:

| Particulars | Amount (INR) |
|---|-----------------|
| Authorised Capital: | |
| 50,00,000 Equity Shares of Rs. 10/- each | 5,00,00,000 |
| Total | 5,00,00,000 |
| Issued, Subscribed and Paid-up Capital: | |
| 30,00,000 Equity Shares of Rs. 10/- each, fully paid up | 3,00,00,000 |
| Total | 3,00,00,000 |

Subsequent to the above date and till the date of filing of this Scheme as approved by the Board of Directors of NITES, there is no change in authorized, issued, subscribed and paid-up equity capital of NITES.

3.2 The share capital of "ACMFSL" or "Amalgamated Company" as on March 31, 2021 is as under:

| Particulars | Amount (INR) |
|--|-----------------|
| Authorised Capital: | |
| 1,00,00,000 Equity Shares of Rs. 10/- each | 10,00,00,000 |
| Total | 10,00,00,000 |



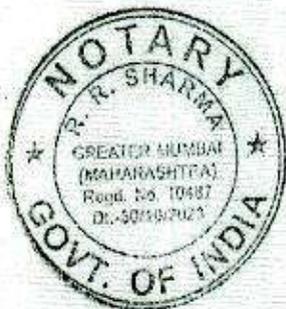
300

| Issued, Subscribed and Paid up Capital | |
|---|--------------------|
| 49,52,560 Equity Shares of Rs. 10/- each, fully paid up | 4,95,25,800 |
| Less: 1,18,985 Treasury Shares (Nucleus Stock Trust) | (11,89,850) |
| Total | 4,83,35,750 |

Subsequent to the above date and till the date of filing of this Scheme as approved by the Board of Directors of ACMFSL, there is no change in authorized, issued, subscribed and paid-up equity capital of ACMFSL.

4. OPERATIVE DATE OF THE SCHEME

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the NCLT shall be deemed to be effective from the Appointed Date but shall be operative only from the Effective Date.



301

PART B

AMALGAMATION OF THE AMALGAMATING COMPANY INTO AND WITH THE AMALGAMATED COMPANY

5. TRANSFER AND VESTING

5.1 With effect from the Appointed Date and upon the Scheme becoming effective, the entire undertakings, businesses and assets and properties of the Amalgamating Company, shall, pursuant to the provisions of section 230 to 232 of the Act and all other applicable provisions, if any, of the Act and Section 2(1B) of the Income-tax Act, 1961, and without any further act, instrument, deed, matter or thing, stand transferred to and vested into or be deemed to be transferred to and vested, as a going concern, into the Amalgamated Company, so as to vest in the Amalgamated Company all the rights, title, estate and interest pertaining to or belonging to or in possession of or granted in favour of the Amalgamating Company.

5.2 Without prejudice to the generality of Clause 5.1 above and with effect from the Appointed Date and upon the Scheme becoming effective:

5.2.1 In respect of such of the assets of the Amalgamating Company as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, the same shall be so transferred by way of delivery and/or endorsement and delivery by the Amalgamating Company, and shall, upon such transfer, become the property, estate, assets, rights, title, and interest of the Amalgamated Company. The investments, if any, held in dematerialized form will be transferred to the Amalgamated Company by issuing appropriate delivery instructions to the depository participant with whom the Amalgamating Company have an account. Such delivery and



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transfer shall be made on a date mutually agreed upon between the respective Board of Directors of the Amalgamated Company and the Amalgamating Company, being a date after the sanction of the Scheme by the NCLT. All other moveable assets, including intangible assets, actionable claims, sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits including deposits paid in relation to outstanding litigations, if any, with Government, semi-Government, local and other authorities and bodies, customers and other persons, shall also without any further act, instrument or deed, be deemed to be transferred to and vested into as the property of the Amalgamated Company. The Amalgamated Company may, if required or otherwise at its option, give notice in such form as it may deem fit and proper to each person or debtor that, pursuant to the Scheme, the said person or debtor should pay the debt, loan or advance or make good the same or hold the same to its account and to note and accept the right of the Amalgamated Company to recover or realise the same in substitution of the right of the Amalgamating Company and that appropriate entry should be passed in their respective books to record the aforesaid changes.

5.2.2 Without prejudice to any of the clauses above, with effect from the Appointed Date and upon the Scheme becoming effective, all immovable properties, if any, including land together with buildings and structure and rights thereon, whether freehold or leasehold, if any of the Amalgamating Company and any documents of title, rights, interests, claims, including leases, licenses and easements in relation thereto, shall, pursuant to the applicable provisions of the Act and the Scheme, without any further act, instrument, deed, matter or thing, stand transferred to and vested into the Amalgamated Company, as of the Appointed Date. The mutation of the title to the immovable properties shall be made and duly recorded by the appropriate authorities pursuant to the sanction of the Scheme and upon the Scheme becoming effective, in accordance with the

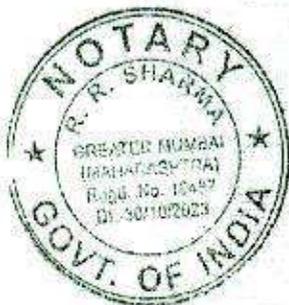


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terms hereof, in favor of the Amalgamated Company without requirement of execution of any further documents for registering the name of the Amalgamated Company as owner thereof and the regulatory authorities, including Sub-registrar of Assurances, Talati, Tehsildar, MMRA etc. may rely on the Scheme along with the copy of the order passed by the NCLT, to make necessary mutation entries and changes in the land or revenue records to reflect the name of the Amalgamated Company as owner of the immovable properties.

5.2.3 All permits, rights, entitlements, registrations and other licenses, approvals, permissions, consents from various authorities (whether granted or pending), receivables, funds belonging to or utilized for the Amalgamating Company, privileges, memberships, lease rights, powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity and other services, provisions, funds, benefits of all agreements (including agreements with clients and customers, employees and any other person), contracts and arrangements, letters of intent, memorandum of understanding, expressions of interest whether under agreement or otherwise and all other interests in connection with or relating to the Amalgamating Company, without any cost, further act, instrument or deed, shall stand transferred to and vested in the Amalgamated Company as a part of the transfer as a going concern, so as to become, as and from the Appointed Date, the property of the Amalgamated Company.

5.2.4 All the Intellectual property rights of any nature whatsoever, including but not limited to, intangible assets, including trademarks, logos, service marks, copyrights, domain names, trade names and applications relating thereto, goodwill, knowhow and trade secrets, pertaining to the Amalgamating Company, whether or not registered and whether or not recorded in books of accounts of the



Amalgamating Company, without any cost, further act, instrument or deed, shall be and shall stand transferred to and vested in the Amalgamated Company as a part of the transfer as a going concern, so as to become, as and from the Appointed Date, the intellectual property of the Amalgamated Company. The consideration agreed under the Scheme shall be deemed to include payment towards intangible assets. Such intangible assets shall, for all purposes, be regarded as intangible assets in terms of Explanation 3(b) to Section 32(1) of Income Tax Act, 1961 and shall be eligible for depreciation there under at the prescribed rates.

5.2.5 All taxes (including but not limited to advance tax, tax deducted at source, minimum alternate tax credits, securities transaction tax, input credit, taxes withheld/ paid in a foreign country, if any, goods and services tax, tax collected at source, etc.) payable by or refundable to or being the entitlement of the Amalgamating Company, including all or any refunds or claims shall be deemed to be those of, shall become and shall be treated as the tax liability or refunds / credits / claims, as the case may be, of the Amalgamated Company, and any tax incentives, advantages, privileges, exemptions, rebates, credits, remissions, reductions and/or any other benefit, as would have been available to the Amalgamating Company, shall pursuant to the Scheme becoming effective, be available to the Amalgamated Company.

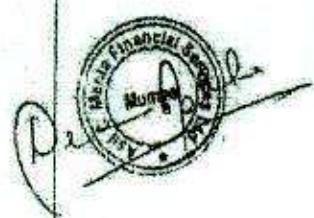
5.2.6 Any tax liabilities under the income tax, customs, goods and services tax, or other applicable laws/regulations dealing with taxes/duties/levies allocable or related to the business of the Amalgamating Company shall be transferred to the Amalgamated Company. Any surplus in the provision for taxation/duties/levies account including advance tax and tax deducted at source (TDS) as on the date immediately preceding the Appointed Date will also be transferred to the account of the Amalgamated Company.



5.2.7 The Amalgamated Company shall be entitled to claim refunds or credits, including input tax credits, with respect to taxes paid by, for, or on behalf of the Amalgamating Company under applicable laws as if the same had accrued or arisen to the Amalgamated Company, including but not limited to sales tax, value added tax, service tax, excise duty, cess, goods and services tax or any other tax, whether or not arising due to any inter-se transaction. Any inter-se transactions in relation to the Amalgamating Company and the Amalgamated Company between the Appointed Date and Effective Date shall be considered as transactions to self and the Amalgamated Company shall be entitled to claim refund of tax paid, if any on these inter-se transactions, as per the applicable laws. Consequently, no tax relating to inter-se transaction is payable or demandable from either the Amalgamating Company or the Amalgamated Company since the inter-se transactions were between the same persons.

5.2.8 Upon coming into effect of this Scheme, Amalgamated Company is expressly permitted to revise their tax returns including tax deducted at source ('TDS') certificates/returns and to claim refund, credits, excise and service tax credits, set off etc. on the basis of the accounts of the Amalgamating Company as if the said accounts were the accounts of the Amalgamated Company.

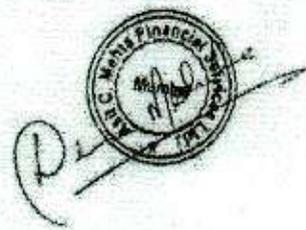
5.2.9 The transfer and vesting of the assets of the Amalgamating Company as aforesaid shall be subject to the existing charges / hypothecation / mortgages, if any as may be subsisting and agreed to be created over or in respect of the said assets or any part thereof, provided however, any reference in any security documents or arrangements to which the Amalgamating Company are a party wherein the assets of the Amalgamating 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 Amalgamating Company and vested in the Amalgamated Company



by virtue of this Scheme to the end and intent that the charges shall not extend or deemed to extend to any other assets of the Amalgamated Company or other Amalgamating Company so that the Scheme shall not operate to enlarge the security for the said liabilities of the Amalgamating Company which shall vest in the Amalgamated Company by virtue of the Scheme and the Amalgamated Company shall not be obliged to create any further, or additional security thereof after the merger has become effective or otherwise

5.2.10 All the secured and unsecured debts (whether in rupees or in foreign currency), liabilities, duties and obligations of whatsoever nature of the Amalgamating Company, if any, shall also, without any further act, instrument or deed be transferred to and vested in and assumed by and/or deemed to be transferred to and vested in and assumed by the Amalgamated Company pursuant to the provisions of sections 230-232 and all the other applicable provisions of the Act, so as to become the debts, liabilities, duties and obligations of the Amalgamated Company and further 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 debts, liabilities, duties and obligations liabilities have arisen, in order to give effect to the provisions of this clause or as the case maybe of the Scheme of Amalgamation.

5.3 Without prejudice to the provisions of the foregoing clauses and upon the effectiveness of this Scheme, the Amalgamated Company may at any time after the coming into effect of the Scheme in accordance with the provisions of the Scheme, if so required, under any law or otherwise, execute Deeds of Confirmation, in favour of the creditors of the Amalgamating Company or in favour of any other party to any contract or arrangement to which the Amalgamating Company are a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Amalgamated Company shall under the



provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Amalgamating Company and to implement or carry out all such formalities or compliance referred to above on the part of the Amalgamating Company to be carried out or performed.

5.4 With effect from the Appointed Date and upon the Scheme becoming effective, all statutory licenses, permissions, approvals or consents, if any, to carry on the operations and business of the Amalgamating Company shall stand vested in or transferred to the Amalgamated Company without any further act or deed and shall be appropriately mutated by the statutory authorities concerned in favour of the Amalgamated Company. The benefit of all statutory and regulatory permissions, environmental approvals and consents, registrations or other licenses and consents shall vest in and become available to the Amalgamated Company pursuant to this Scheme.

6. TRANSFER OF CONTRACTS, DEEDS, ETC.

6.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme including Clause 7, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature, to which Amalgamating Company are a party or to the benefit of which Amalgamating Company may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall be in full force and effect by or against or in favour of Amalgamated Company, as the case may be, and may be enforced as fully and effectually as if, instead of Amalgamating Company, Amalgamated Company had been a party or beneficiary or obligee thereto.

6.2 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting occurs by virtue of this Scheme itself, Amalgamated Company may, at any time after the coming into effect of this



Scheme in accordance with the provisions hereof, if so required under any Law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which Amalgamating Company are a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. Amalgamated Company shall be deemed to be authorised to execute any such writings and to carry out or perform all such formalities or compliances referred to above on the part of Amalgamating Company to be carried out or performed.

6.3 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney, subsidies and incentives given by, issued to or executed in favour of Amalgamating Company shall stand transferred to Amalgamated Company as if the same were originally given by, issued to or executed in favour of Amalgamated Company, and Amalgamated Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to Amalgamated Company. The Amalgamated Company shall make applications to any Governmental Authority as may be necessary in this behalf.

7. LEGAL, TAXATION AND OTHER PROCEEDINGS

7.1 Upon the coming into effect of this Scheme, all legal, taxation or other proceedings, whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal), by or against the Amalgamating Company, under any statute, whether pending on the Appointed Date or which may be instituted any time thereafter, shall be continued and enforced by or against the Amalgamated Company after the Effective



Date. The Amalgamated Company shall be substituted as party to such proceedings and shall prosecute or defend such proceedings as if it were the relevant Amalgamating Company.

7.2 Amalgamated Company undertakes to have all legal or other proceedings initiated by or against Amalgamating Company referred to in Clause 7.1 above mutated to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against Amalgamated Company as if the proceedings at all times pertained to the Amalgamated Company. Amalgamated Company shall be deemed to be authorised to execute any such writings and to carry out or perform all such formalities or compliances referred to above on the part of Amalgamating Company to be carried out or performed.

8. EMPLOYEES

8.1 Upon the coming into effect of this Scheme, the employees of the Amalgamating Company shall become the employees of Amalgamated Company with effect from the Appointed Date, and, subject to the provisions hereof, on terms and conditions not less favourable than those on which they are employed by Amalgamating Company without any interruption of, or break in, service as a result of the transfer. Amalgamated Company agrees that for the purpose of payment of any compensation, gratuity and other terminal benefits, the past services of the Transferred Employees with Amalgamating Company shall also be taken into account, and agrees and undertakes to pay the same as and when payable.

8.2 In so far as the existing benefits including provident fund, gratuity fund and superannuation fund, trusts, retirement fund or benefits and any other funds or benefits created by Amalgamating Company *intra vires* for its employees are concerned (collectively referred to as the "Employee Benefit Funds"), the same shall



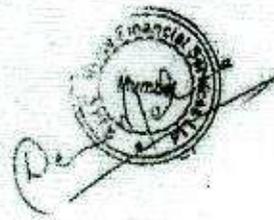
continue to be held for their benefit pursuant to this Scheme in the manner provided hereinafter. The Employee Benefit Funds shall, subject to the necessary approvals and permissions and at the discretion of Amalgamated Company, either be continued as separate funds of Amalgamated Company for the benefit of the employees of the Amalgamating Company or be transferred to and merged with other similar funds of Amalgamated Company. In the event that Amalgamated Company does not have its own fund in respect of any of the aforesaid matters, Amalgamated Company may, subject to necessary approvals and permissions, continue to contribute in respect of the Transferred Employees to the respective Employee Benefit Funds of Amalgamating Company, until such time that Amalgamated Company creates its own fund, at which time the Employee Benefit Funds, investments, contributions and liabilities pertaining to the Transferred Employees shall be transferred to the funds created by Amalgamated Company.

8.3 in relation to any other fund (including any funds set up by the government for employee benefits) created or existing for the benefit of the employees being transferred to Amalgamated Company, Amalgamated Company shall stand substituted for Amalgamating Company, for all purposes whatsoever, including relating to the obligation to make contributions to the said funds in accordance with the provisions of such scheme, funds, bye laws, etc. in respect of such Transferred Employees.

9. CONDUCT OF BUSINESS BY AMALGAMATING COMPANY UNTIL THE EFFECTIVE DATE

9.1 With effect from the Appointed Date and until occurrence of the Effective Date:

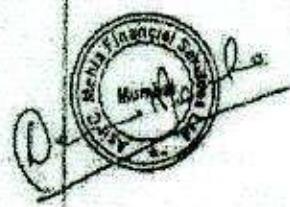
9.1.1. the Amalgamating Company undertake to carry on and shall be deemed to have carried on all their business activities and stand possessed of their properties and assets, for and on account of and in trust for the Amalgamated Company; and



- 9.1.2. all profits accruing to the Amalgamating Company and all taxes thereon or losses accumulated or otherwise arising or incurred by it shall, for all purposes, be treated as and deemed to be the profits, taxes or losses, as the case may be, of the Amalgamated Company; and

- 9.1.3. the Amalgamating Company shall carry on their business, with reasonable diligence and business prudence and in the same manner as they had been doing hitherto and shall not undertake any additional financial commitments of any nature whatsoever, 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 affiliates or associates or any third party, or sell, transfer, alienate, charge, mortgage or encumber or deal, in any of their properties/ assets, except : (a) when the same is expressly provided in this Scheme; or (b) when the same is in the ordinary course of business as carried on by them as on the date of filing of this Scheme in the NCLT; or (c) when a prior written consent of the Amalgamated Company has been obtained in this regard.

- 9.1.4. Except by mutual consent of the Board of Directors of the Amalgamating Company and the Amalgamated Company and subject to changes pursuant to commitments, obligations or arrangements prior to the Appointed Date or as part of this Scheme, pending sanction of this Scheme by the NCLT, the Amalgamating Company shall not make any change in its capital structure either by any increase (by issue of equity shares, bonus shares, preference shares, convertible debentures or otherwise), decrease, reduction, reclassification, sub-division or consolidation, re-organisation or in any other manner,



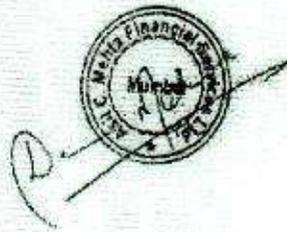
which would have the effect of reorganisation of capital of the Amalgamating Company;
and;

9.1.5. The Amalgamating Company shall not vary or alter, except in the ordinary course of its business or pursuant to any pre-existing obligations undertaken prior to the date of approval of the Scheme by the Board of Directors of the Amalgamating Company, the terms and conditions of employment of any of its employees, nor shall they conclude settlement with any union or its employees except with the written concurrence of the Amalgamated Company; and

9.1.6. The Amalgamating Company shall not alter or substantially expand its business except with the written concurrence of the Amalgamated Company; and

9.1.7. The Amalgamating Company shall not amend its memorandum of association and / or their articles of association, except with the written concurrence of the Amalgamated Company.

9.2. Notwithstanding anything contained in this Scheme, subject to the Applicable Laws, the Board of Directors of the Amalgamated Company shall be entitled to consider, pursue, manage, undertake and conduct business of Amalgamated Company inter-alia including, any corporate actions, issue of securities and bonus shares, buy back of securities, reorganization, restructuring of its businesses, strategic acquisition or sale of any business, joint ventures, business combinations etc., as it may deem prudent and necessary in the interest of the Amalgamated Company



9.3. With effect from the Appointed Date, all debts, liabilities, duties and obligations of the Amalgamating Company as on 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 the Amalgamated Company.

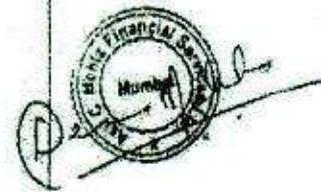
9.4. With effect from the Appointed Date, the Amalgamated Company shall be deemed to have commenced and shall carry on and shall be authorized to carry on the business of the Amalgamating Company.

9.5. For the purpose of giving effect to the amalgamation order passed under sections 230 to 232 and other applicable provisions of the Act in respect of the Scheme by NCLT, the Amalgamated Company shall, at any time pursuant to the order on the Scheme, be entitled to get the recordal of the change in the legal right(s).

10. CONSIDERATION/CANCELLATION OF SHARES OF THE AMALGAMATING COMPANY

The Amalgamating Company is wholly owned subsidiary of the Amalgamated Company. As a result, upon the scheme become effective, no shares of the Amalgamated Company shall be allotted in lieu or exchange of its holding in the Amalgamating Company and the entire issued, subscribed and paid up capital of the Amalgamating Company shall stand cancelled.

Upon the coming into effect of this scheme, the share certificates, if any, and/or the shares representing the shares held by the Amalgamating Company in the Amalgamating Company shall be deemed to be cancelled without any further act or deed.



11. ACCOUNTING TREATMENT

On the Scheme becoming effective and with effect from the Appointed Date, the Amalgamated Company shall account for the amalgamation in its books of accounts as per applicable Accounting Standards including, in particular, Indian Accounting Standard (Ind-AS) 103 Business Combinations of Companies (Indian Accounting Standards) Rules, 2015.

12. MODIFICATION OF MEMORANDUM OF ASSOCIATIONS OF THE AMALGAMATED COMPANY
AGGREGATION OF AUTHORISED SHARE CAPITAL

12.1. Upon the Scheme becoming effective and with effect from the Appointed Date, the authorised share capital of Amalgamated Company shall automatically stand increased, without any further act, instrument or deed on the part of Amalgamated Company including payment of stamp duty and fees payable to Registrar of Companies, by the authorised share capital of Amalgamating Company as on the Effective Date.

12.2. By virtue of Clause 12.1 above, the authorized share capital of the Amalgamated Company shall stand increased by an amount of Rs. 5,00,00,000 (Rupees Five Crores Only) and Clause ___ in the memorandum of association of the Amalgamated Company shall stand substituted to read as follows:

*The Authorized Share Capital of the Company is Rs. _____ (_____) divided into _____
(_____) Equity Shares of Rs. _____ (_____) each*

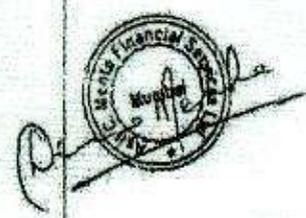


12.3. The Memorandum of Association of the Amalgamated Company (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended and no resolutions under section 13, 61 and any other applicable provisions of the Companies Act, 2013 would be required to be separately passed. The stamp duties and fees paid on the authorised capital of the Amalgamating Company shall be utilized and applied to the increased authorised share capital of the Amalgamated Company and shall be deemed to have been so paid by the Amalgamated Company for increase in the authorised share capital on such combined authorised share capital and accordingly no payment of any extra stamp duty and/or fee shall be payable by the Amalgamated Company for increase in the authorised share capital to that extent. The Memorandum of Association and Articles of Association of Amalgamated Company shall be amended as may be required to give effect to this clause.

12.4. It is clarified that the approval of the members of the Amalgamated Company to the Scheme shall be deemed to be their consent / approval also to the alteration of the Memorandum and Articles of Association of the Amalgamated Company as may be required under the Act.

13. SAVING OF CONCLUDED TRANSACTIONS

13.1. The transfer of assets, properties and liabilities under Clause 5 above and the continuance of proceedings by or against the Amalgamating Company under Clause 7 above shall not affect any transaction or proceedings already concluded by the Amalgamating Company on and after the Appointed Date till the Effective Date, to the end and intent that the Amalgamated Company accepts and adopts all acts, deeds and things done and executed by the Amalgamating Company on behalf of the Amalgamating Company.



14. DISSOLUTION OF THE AMALGAMATING COMPANY

14.1: On the Scheme becoming effective, the Amalgamating Company shall stand dissolved automatically without winding up in accordance with the provisions of Section 230 and 232 of the Act.

14.2: On and from the Effective Date, name of the Amalgamating Company shall be removed from the records of the Registrar of Companies and records relating to each of the Amalgamating Company shall be transferred and merged with the records of the Amalgamated Company.

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PART C
GENERAL TERMS AND CONDITIONS

15. APPLICATIONS

15.1. The Companies shall make applications and/or petitions under Sections 230 to 232 and other applicable provisions of the Act to the respective NCLT for approval of the Scheme and all matters ancillary or incidental thereto, as may be necessary to give effect to the terms of the Scheme.

15.2. The Companies shall be entitled, pending the effectiveness of this Scheme, to apply to any Governmental Authority, if required, under any Law for such consents and approvals which the Companies may require in relation to the business transferred pursuant to this Scheme.

16. LISTING AGREEMENT AND SEBI COMPLIANCES

16.1. Since the Transferee Company is a listed company, this scheme is subject to compliances of all the requirements under the Listing Regulations and all statutory directives of the Securities Exchange Board of India ('SEBI') insofar as they relate to sanction and implementation of this Scheme.

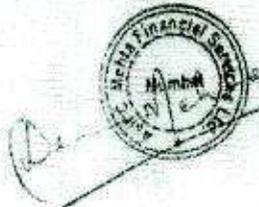
16.2. SEBI vide Notification No. SEBI/LAD/HRO/GN/2016-17/029 dated 15th February, 2017 has amended the Listing Regulations and relaxed the requirement of obtaining prior approval or no objection/observation letter of the Stock Exchanges and SEBI in case of wholly owned subsidiary with its holding company. The draft schemes shall be filed with the Stock Exchange for disclosure purpose in compliance with above notification.



17. MODIFICATIONS TO THE SCHEME

17.1 Subject where required to approval of Tribunal, the Companies by their respective Board of Directors or any Director/Executive/Employee authorized in this behalf (hereinafter referred as to the "Delegates") may assent to, or make, from time to time, any modification(s) or addition(s) to this Scheme which the Tribunal or any authorities under law may deem fit to approve of or may impose and which the Board of Directors of the Companies may in their discretion accept, or such modification(s) or addition(s) as the Board of Directors of the Companies or as the case may be, their respective Delegates may deem fit, or require being modifications or additions not inconsistent with the Scheme for the purpose of resolving any doubts or difficulties that may arise in carrying out this Scheme. The Companies by their respective Board of Directors or Delegates are authorised to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect, or review the position relating to the satisfaction of the conditions of this Scheme and if necessary, waive any of such conditions (to the extent permissible under law) for bringing this Scheme into effect, and/or give such consents as may be required in terms of this Scheme. In the event that any conditions are imposed by the Tribunal or any authorities, which the Board of Directors of the Companies find unacceptable for any reason, then the Companies shall be at liberty to withdraw the Scheme.

17.2 For the purpose of giving effect to this Scheme or to any modification(s) thereof or addition(s) thereto, the Board of Directors or Delegates of the Companies may give and are authorised to determine and give all such directions as are consistent with the Scheme and are necessary for settling or removing any question of doubt or difficulty that may arise under this Scheme or in regard to the meaning or interpretation of any provision of this Scheme or implementation thereof or in any matter whatsoever connected therewith or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to



310

waive any such conditions (to the extent permissible in law) and such determination or directions or waiver, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme. For the avoidance of doubt it is clarified that where this Scheme requires the approval of the Board of Directors of the Companies to be obtained for any matter, the same may be given through their Delegates.

17.3. At any stage after the filing of application or petition with Tribunal and/or during the pendency of any proceedings thereof, if the Board of Directors of any of the Amalgamating Company and/or Amalgamated Company so desire, in the interest of the respective Company, then the Scheme can be withdrawn by the Board of Directors and any steps as may be required to be undertaken to give effect to such withdrawal, may be undertaken by any person authorized by the Board of Directors of the respective Applicant Companies.

17.4. The provisions of this Scheme as they relate to the amalgamation of Amalgamating Company into and with Amalgamated Company have been drawn up to comply with the conditions relating to "amalgamation" as deemed under section 2(1B) of the Income-tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section of the Income-tax Act, 1961, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said section of the income-tax Act, 1961, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with section 2(1B) of the Income-tax Act, 1961. Such modification will, however, not affect the other parts of the Scheme.

17.5. Any modification to the Scheme by Amalgamating Company and/or Amalgamated Company, after receipt of sanction by the NCLT, except in so far as it is necessary to make it compliant of provision of Section



2(1B) of the Income tax Act, 1961 (which shall be carried out in terms of Clauses 16.1 and 16.2 above), shall be made only with the prior approval of the NCLT

18. SCHEME AS AN INTEGRAL WHOLE AND SEVERABILITY

18.1. The provisions contained in this Scheme are inextricably inter-linked with the other provisions and the Scheme constitutes an integral whole. The Scheme would be given effect to only if it is approved in its entirety unless specifically agreed otherwise by the respective Board of Directors of the Companies

18.2. If any part of this Scheme is found to be unworkable or unviable for any reason whatsoever, the same shall not, subject to the mutual agreement of the Companies in writing, affect the validity or implementation of the other parts and/or provisions of this Scheme.

19. SCHEME CONDITIONAL ON APPROVALS AND SANCTIONS

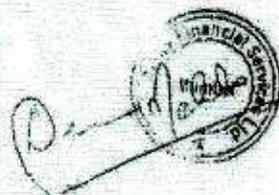
19.1. This Scheme is and shall be conditional upon and subject to:

19.1.1. The approval by the requisite majorities of the classes of persons, including shareholders, creditors of the Amalgamating Company and Amalgamated Company;

19.1.2. The observations / objections of the Regional Director, Registrar of Companies, Official Liquidator and any other regulatory authority;

19.1.3. The Scheme being approved by the NCLT;

19.1.4. The confirmation order of the NCLT sanctioning this Scheme being filed with the Registrar of Companies;



322

19.1.5. Any other sanctions and approvals as may be required by law, in respect of the Scheme being obtained.

20. EFFECT OF NON-RECEIPT OF APPROVALS AND MATTERS RELATING TO REVOCATION/WITHDRAWAL OF THE SCHEME

20.1. In the event of any of the said sanctions and approvals referred to in Clause 18 above not being obtained and/or complied with and/or satisfied and/or this Scheme not being sanctioned by the Tribunal and/or order or orders not being passed as aforesaid, this Scheme shall stand revoked, cancelled and be of no effect and in that event, no rights and liabilities whatsoever shall accrue to or be incurred *inter se* between Amalgamating Company and Amalgamated Company or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability, or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the applicable law and in such case, each party shall bear its own costs unless otherwise mutually agreed

20.2. The non-receipt of any sanctions or approvals for a particular asset or liability forming part of the Amalgamating Company getting transferred pursuant to this Scheme, shall not affect the effectiveness of the respective section of the Scheme, if the Boards of Directors of the Amalgamating Company and/or Amalgamated Company so decide. In the event of non-receipt of approval of any lender / creditor for the transfer of any liability, then at the option of the Boards of Directors of the Amalgamating Company, it may issue a security / recognize a liability in favour of Amalgamated Company on the same terms. The transfer of such asset or liability shall become effective from the



322

Appointed Date as and when the said requisite approvals are received or aforesaid liability being recognized / security being issued and the provisions of the Scheme shall apply appropriately to the said transfer / issue / recognition.

20.3 Amalgamating Company and Amalgamated Company, through their respective Boards are empowered and authorized to withdraw this Scheme prior to the Effective Date at any time.

21. SEVERABILITY

If any part of this Scheme is found to be unworkable or unviable for any reason whatsoever, the same shall not, subject to the decision of the Board of Directors of the Companies affect the validity or implementation of the other parts and/or provisions of this Scheme.

22. COSTS

22.1. Save and except as provided elsewhere in the Scheme, all costs, charges, taxes including duties, levies and all other expenses including registration fee of any deed, in relation to or in connection with negotiations leading upto the Scheme and of carrying out and implementing the terms and provisions of this Scheme and incidental to the completion of the Scheme shall be borne and paid by the Amalgamated Company.

22.2. In the event that this Scheme fails to take effect or the scheme is revoked in terms of Clause 19 of this Scheme then, the Amalgamated Company and the Amalgamating Company shall bear their own costs and expenses incurred by them, in relation to or in connection with the Scheme.



323

23. MISCELLANEOUS

23.1. If any part of this Scheme hereof is invalid, ruled illegal by any NCLT of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Amalgamating Company and Amalgamated 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 Amalgamating Company and/or Amalgamated Company, in which case the Amalgamating Company and Amalgamated Company shall attempt to bring about a modification in the Scheme, as will best preserve for the Amalgamating Company and Amalgamated Company the benefits and obligations of the Scheme, including but not limited to such Part.



Certified True Copy _____
Date of Application 20/01/2023
Number of Pages 33
Fee Paid Rs. 165/-
Applicant called for collection copy on 01/02/2023
Copy prepared on 01/02/2023
Copy issued on 01/02/2023

P. S. Sonawane
Deputy Registrar *01.02.2023*

National Company Law Tribunal, Mumbai Bench



Scheme of Amalgamation

Nucleus Netsoft And GIS (India) Ltd. (NNGIS)
(Order Passed by Bombay High Court on 10.02.2006)

with

Nucleus Securities Ltd. (NSL)
(Order Passed by Bombay High Court on 10.02.2006)

HIGH COURT, BOMBAY

2964605

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O.O.C.J.
COMPANY PETITION NO. 730 OF 2005
CONNECTED WITH
COMPANY APPLICATION NO. 521 OF 2005

In the matter of Sections
391 to 394 of the Companies
Act, 1956 (Act I of 1956);

In the matter of the Scheme of
Amalgamation between Nucleus
Netsoft and GIS (India) Limited
and Nucleus Securities Limited
and etc.

Nucleus Netsoft And GIS (India) Limited J., Petitioner.

Mr. Rishabh Shah with Saeeda Bandukwala i/b J. Sagar &
Associates for the Petitioner.
Mr. S.C. Gupta for Official Liquidator.
Mr. C. J. Joy with R.C. Master and M.M. Goswami i/b
Dr. T.C. Kaushik for the Regional Director.

WITH
COMPANY PETITION NO. 739 OF 2005
CONNECTED WITH
COMPANY APPLICATION NO. 522 OF 2005

In the matter of Section
No. 391 to 394 of the
Companies Act, 1956 (Act I
of 1956)
And

In the matter of the
Scheme of Arrangement
between Nucleus Netsoft
and GIS (India) Limited
and Nucleus Securities
Limited; and etc.

Nucleus Securities Limited ... Petitioner.

Mr. Rishabh Shah with Saeeda Bandukwala i/b J. Sagar &
Associates for the Petitioner.
Mr. S.C. Gupta for Official Liquidator.
Mr. C. J. Joy with R.C. Master and M.M. Goswami i/b
Dr. T.C. Kaushik for the Regional Director.

WITNESSED : N. J. VAZIRDAR, J.
DATED : 14th February, 2005.

HIGH COURT, BOMBAY

2964606

: 2 :

P.C.s

1. The above Company Petitions have been filed seeking sanction to the scheme of amalgamation. The Petitioner in the Company Petition No.738 of 2005 is the Transferor Company. The Petitioner in the Company Petition 739 of 2005 is the Transferee Company.

2. The Official Liquidator has filed an Affidavit/Report in the Company Petition No.738 of 2005 stating that the affairs of the transferor company, namely, M/s.Nucleus Netsoft and GIS (India) Limited have not been conducted in a manner prejudicial to the interest of its members or to public interest.

3. The Regional Director has filed a composite affidavit in the above Company Petitions. Save and except, certain objections, the Regional Director has stated that the scheme is not prejudicial to the interest of the creditors and shareholders.

4. There were three main objections. The first relates to the alleged non-compliance by the Transferee Company of the provisions of Section 78 read with 181 of the Companies Act, 1956. However, by an order dated 28th



HIGH COURT, BOMBAY

2964607

October, 2005, the procedure under section 101(2) has been dispensed with.

5. The second objection is with regard to the change in name which is also provided for in the scheme. According to the Regional Director, the Transferee Company ought to follow the procedure under sections 21 and 23 of the Companies Act, 1956. The Company has agreed to do so. The scheme is therefore subject to the company following the procedure. In the circumstances, this order, so far as the change in name is concerned, shall come into operation after the company follows the procedure and obtains necessary approval in regard to the change in its name.

6. Lastly it was submitted that the Transferee Company ought to follow the procedure under sections 18 and 19 of the Companies Act, 1956 regarding the proposed change in its objects clause in Memorandum of Association. One of the purposes of the amalgamation is necessarily that the Transferee Company can continue doing business of the Transferor Company. For this purpose, it is necessary that the Objects Clause of the Transferee Company is altered. In view of the judgment of this Court in PMP Auto Industries Limited (1994) 80 Company Cases 289, this objection is rejected.



HIGH COURT, BOMBAY

2964608

41

7. The Company states it does not intend to increase its authorised share capital. In view thereof, the provisions of Section 97 do not come into operation. This order sanctioning the scheme, therefore, will not include an order in terms of clauses 16.4 and 16.5 of the scheme by which the Transferee Company had proposed to increase its authorised share capital.

8. Subject to what is stated above, Company Petition No.738 of 2005 is made absolute in terms of prayers (a) to (g) and Company Petition No.739 of 2005 is made absolute in terms of prayers (a) to (j).

9. Cost of the Regional Director is fixed at Rs.2,500/- in each of the above Petitions and cost of the Official Liquidator is fixed at Rs.2,500/- in Company Petition No.738 of 2005.

10. Filing and issuance of the drawn up order is dispensed with.

11. All concerned to act on ordinary copy of this order duly authenticated by the Company Registrar as also Exhibit 'L' annexed to the Company Petition No.739 of 2005 to enable the Petitioners to file the same with the Registrar of Companies.

TRUE-COPY

[Signature]
M. D. N. KAR
COMPANY REGISTRAR
HIGH COURT (O.S.)
BOMBAY

TRUE COPY

[Signature]
K. A. Padmanabhan
Section Officer
High Court, Appellate Side
Bombay.

SCHEME OF AMALGAMATION
BETWEEN
NUCLEUS NETSOFT AND GIS (INDIA) LIMITED
WITH
NUCLEUS SECURITES LIMITED
AND

(their respective shareholders and creditors)

Under Section 391 read with Section 394 of the Companies Act, 1956 in respect of
the amalgamation of NUCLEUS NETSOFT AND GIS (INDIA) LIMITED with
NUCLEUS SECURITES LIMITED

PART I

DEFINITIONS

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

- 1.1 "Act" means the Companies Act, 1956, including any statutory modification
or re-enactment and rules made thereunder and amendments thereof;
- 1.2 "Appointed Date" means the 1st April, 2005.
- 1.3 "Court" means the Hon'ble High Court at Bombay;
- 1.4 "Effective Date" or "coming into effect of this Scheme" means the last of
the dates on which all the consents and approvals referred to in clause 17 of
this Scheme are obtained or waived;

- 1.5 "Scheme" or "the Scheme" means this Scheme of Amalgamation in its present form including any modification or amendment hereto;
- 1.6 "Transferor Company" means Nucleus Netsoft And GIS (India) Limited, a company incorporated under the Companies Act, 1956, having its registered office at Nucleus House, Saki Vihar Road, Andheri (East) Mumbai 400 072;
- 1.7 "Transferee Company" means Nucleus Securities Limited a company incorporated under the Companies Act, 1956, having its registered office at Nucleus House, Saki Vihar Road, Andheri (East) Mumbai 400 072;
- 1.8 "Undertaking" shall include all assets held by the Transferor Company or to which the Transferor Company is entitled to of whatsoever nature and wheresoever situated whether movable or immovable, tangible or intangible, including current assets, investments, rights and privileges, powers and authorities, and all properties, in possession or reversion, present or contingent, contracts, rights, title, interest, benefits and advantages of whatsoever nature and all other interests belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by or arising to the Transferor Company ("the Assets") and all debts, liabilities and duties of the Transferor Company and all other obligations of whatsoever kind ("the Liabilities").

PART II

2. DETAILS OF THE TRANSFEROR AND TRANSFEEE COMPANIES:

- 2.1 The Transferor Company was originally incorporated on 19th day of May 1992 under the name Nucleus Shares Custodian Services Limited and thereafter, the name of the Transferor Company was changed to Nucleus Netsoft & GIS India Ltd., on issue of a fresh certificate of incorporation consequent of change of name dated 22nd day of December 2000. Pursuant to a fresh certificate of incorporation consequent on change of name dated 30th January 2004 the name of the Transferor Company was changed to its present name. The Share Capital of the Transferor Company as on the Appointed Date is as under:

(Rupees)

| | |
|---|-------------|
| <u>Authorised Share Capital:</u> | |
| 20,00,000 Equity shares of Rs. 10/- each. | 2,00,00,000 |
| <u>Issued, Subscribed and Paid up:</u> | |
| 15,11,720 Equity Shares of Rs. 10/- each fully paid up | 1,51,17,200 |

- 2.2 The Transferee Company was incorporated in New Delhi on 25th January 1984 in the name of Northern India Leasing Limited. Pursuant to a fresh certificate of incorporation consequent on change of name dated 8th day of July 1993 the name of the Transferee Company was changed to its present name. The Share Capital of the Transferee Company as on the Appointed Date is as under:

(Rupees)

| | |
|---|-------------|
| <u>Authorised Share Capital:</u> | |
| 100,00,000 Equity shares of Rs. 10/- each | 100,000,000 |

| | |
|--|------------|
| Issued Subscribed and paid up: | |
| 34,40,840 Equity Shares of Rs. 10/- each fully paid up | 34,408,400 |

PART III

3. TRANSFER OF UNDERTAKING

- 3.1 With effect from opening of the business as on the Appointed Date, all the Assets and Liabilities forming part of the Undertaking shall pursuant to Section 394(2) of the Act without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in the Transferee Company as a going concern so as to become as and from the Appointed Date, the Assets and Liabilities of the Transferee Company.
- 3.2 The Transfer of the said immovable properties shall be subject to the requisite consent and / or approval/s, if any.
- 3.3 The Transferor Company is entitled to certain benefits under incentive schemes and policies, tax holidays and / or tax concessions, including, inter-alia, under the Income Tax Act, 1961, and pursuant to this Scheme it is declared that the benefit under all such schemes and policies shall be transferred to and vested in the Transferee Company and all benefits, entitlements and incentives of any nature whatsoever, including Income Tax concessions and incentives, carry forward losses unabsorbed depreciation, shall be claimed by the Transferee Company and these shall relate back to the

Appointed Date as if the Transferee Company was entitled to all the benefits under such incentive scheme and / or policies, subject to continued compliance by Transferee Company of all the terms and conditions subject to which the benefits under the incentive schemes were made available to the Transferor Company.

- 3.4 For the purpose of giving effect to the order passed under section 391 and 394 of the Act in respect of this Scheme, the Transferee Company shall at any time pursuant to the Orders passed sanctioning this Scheme, be entitled to get the recordal of the change in the name/title and appurtenant legal right(s) of the assets, upon the vesting of such assets of the Transferor Company in Transferee Company. Upon the Scheme becoming effective and with effect from the Appointed Date and filing of certified copies of the Orders of the High Court sanctioning the Scheme shall constitute a creation / modification of charge in favour of the Transferee Company without any further act or deed and without following the procedure laid down in Section 127 of the Act.

4. LEGAL PROCEEDINGS

On and from the Effective Date, all suits, actions, appeals or other proceedings of whatever nature by or against the Transferor Company be pending, the same shall not abate or be discontinued or be in any way prejudicially affected by reason of the amalgamation by anything contained in this Scheme, but the said suits, appeals or other legal proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been given effect to.

5. AGREEMENTS, CONTRACTS, DEEDS AND OTHER INSTRUMENTS

On and from the Effective Date, subject to other provisions contained in this Scheme all contracts, deeds, bonds, agreements and other instruments of whatever nature to which the Transferor Company is a party, subsisting or having effect immediately before amalgamation shall be in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectively as if instead of the Transferor Company, the Transferee Company had been a party thereto.

6. STAFF AND EMPLOYEES

As on the Effective Date, the services of all the employees of the Transferor Company shall stand transferred to the Transferee Company on the terms and conditions as to remuneration and service not less beneficial to such employees than those subsisting with reference to the Transferor Company and without entailing any break in the continuity of service to the intent and effect that such employees had always been the employees of the Transferee Company. The position, rank, and designation of the employees would be decided by the Board of the Transferee Company.

In so far as the provident fund and gratuity fund or any other special scheme created or existing for the benefit of the employees transferred from the Transferor Company are concerned, on and from the Effective Date, the same shall be transferred to the Transferee Company and the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever relating to the administration or operation of such schemes or funds or in relation to the obligation to make contributions to the said



schemes / funds as per the terms provided in the respective trust deeds, to the end and intent that all the rights, duties, powers and obligations of the Transferor Company in relation to such schemes/ funds shall become those of the Transferee Company. It is clarified that the services of the transferred employees will be treated as having been continuous for the purpose of the aforesaid schemes/ funds.

7. CONDUCT OF BUSINESS BY THE TRANSFEROR COMPANY TILL EFFECTIVE DATE.

With effect from the Appointed Date upto and inclusive of the Effective Date:

- (a) all the profits or income accruing or arising to the Transferor Company or expenditure or losses arising to or incurred by the Transferor Company, with effect from the Appointed Date upto and inclusive of the Effective Date shall for all purposes and intent be treated and be deemed to be and accrue as the profits or income or expenditure or losses of the Transferee Company, as the case may be.
- (b) all debts, liabilities, duties and obligations of the Transferor Company as on the close of business on the business day immediately preceding the Appointed Date whether or not provided in the books of the Transferor Company 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 the Transferee Company.
- (c) the Transferor Company shall carry on and be deemed to carry on all its business and activities and stand possessed of its properties and assets for and on account of and in trust for the Transferee Company



on or after the Appointed Date. The Transferor Company hereby undertakes to carry on its business until the Effective Date with reasonable diligence and shall not, without the prior written consent of the Transferee Company, alienate, charge or otherwise deal with the Undertaking or any part thereof except in the ordinary course of its business. The Transferor Company also undertakes not to undertake any new business without the prior written consent of the Transferee Company.

(d) The Transferor Company shall not alter its capital structure, either by fresh issue of shares or convertible securities on a rights basis or by way of bonus shares or otherwise or by any decrease reduction, reclassification, sub-division, consolidation, re-organization or in any other manner which may in any way affect the share exchange ratio prescribed hereunder except by the consent of the Board of Directors of both the Companies.

(e) The Transferor Company shall not declare any dividend for the financial year commencing from and after 1st April 2005, without the prior written consent of the Transferee Company.



8. DISSOLUTION OF THE TRANSFEROR COMPANY

The Scheme, although operative from the Appointed Date, shall become effective from the Effective Date. On the coming into effect of this Scheme, the Transferor Company shall stand dissolved without being wound up.

9. REDUCTION OF THE SECURITIES PREMIUM ACCOUNT OF THE TRANSFEREE COMPANY

9.1 The Transferee Company has a balance of Rs. 4,16,19,579 in the Securities Premium Account as on 31st March 2005. The Transferee Company has a debit balance of Rs. 5,75,620 in the Profit and Loss Account.

9.2 On the Scheme becoming effective, the sum of Rs. 5,75,620 which represents capital lost or unrepresented by the available assets of the Transferee Company, shall be adjusted against the securities premium account by reducing the securities premium account from Rs. 4,16,19,579 to Rs. 4,10,43,959.

9.3 The reduction of the securities premium account as aforesaid shall be effected as a part of this composite Scheme itself and not under a separate process in terms of Sections 78, 100 to 103 of the Act as the same does not involve either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid up share capital.

9.4 Notwithstanding the deemed reduction of capital upon reduction of the securities premium account of the Transferee Company under the provisions of this Scheme, the Transferee Company shall not be required to add "And Reduced" as suffix to its name.

10. ISSUE OF SHARES

10.1 In consideration of the amalgamation of the Transferor Company with the Transferee Company, the Transferee Company shall issue and allot equity shares, credited as fully paid up to the equity shareholders of the Transferor Company in the following proportion viz:-



For every 1 (one) fully paid up equity shares of Rs. 10/- each held by the equity shareholders of the Transferor Company, 1 (one) equity share of Rs. 10/- each fully paid-up be issued of the Transferee Company.

The above ratio in which the shares of the Transferee Company are to be allotted to the shareholders of the Transferor Company by the Transferee Company is hereinafter called "the Entitlement Ratio" and the shares so allotted is hereinafter called "new equity shares".

10.2 The new equity shares will be issued to those shareholders whose name is recorded in the Register of Members of the Transferor Company on the Record Date (i.e. the date to be fixed by the Board of Directors of the Transferee Company for the purpose of allotting shares pursuant to this Scheme) or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title or nominees as may be recognised by the Board of Directors of the Transferee Company and approved by them to be placed on its Register of Members

10.3 The new equity shares will be issued and allotted without any application being made by the shareholders of the Transferor Company. The shares or the share certificates of the Transferor Company in relation to the equity shares held by its members in the Transferor Company, shall without any further application, act or deed, be deemed to have been cancelled and be of no effect on and from the Record date.

10.4 The Transferee Company shall be entitled to allot shares in dematerialized mode through the depository mechanism to those persons who hold a Demat Account with the Depository Participant as on Record Date and physical shares to those persons who do not hold Demat account with the Depository



Participants in the Transferee Company. All new equity shares issued and allotted by the Transferee Company in terms hereof shall rank pari-passu in all respects with the existing equity shares of the Transferee Company. Application will be made to the Stock Exchange, Mumbai for listing of the equity shares allotted in the Transferee Company as per the Scheme.

10.5 Unless otherwise determined by the Board of Directors of the Transferee Company, issuance of shares in terms of clause 10.1 above shall be done within 60 days from the Effective Date

10.6 For the purpose of issue and allotment of further equity shares on a preferential basis under this Scheme, the requirements of Section 81(1A) of the Act, shall be deemed to have been satisfied and no separate special resolution shall be required to be passed at the meeting of the shareholders of the Transferee Company as the sanction of the Scheme by the shareholders of the Transferee Company shall also be deemed to have been a grant of the sanction to the issue of further shares under the provisions of section 81(1A) of the Act.

10.7 On the coming into effect of this Scheme but before the Record Date, the Shares held by the Transferee Company in the Transferor Company (hereinafter referred to as "the Crossholding Shares") shall without any further application, instrument act or deed be deemed to have been transferred to and vested in the trustees as may have been nominated by the Board of Directors of the Transferee Company (hereinafter referred to as "the Trustees") to have and hold in the name of the Trustees for the benefit of the Transferee Company and its successors, subject to the powers, provisions, discretion, rights and agreements contained in a Declaration of Trust to be executed by the Trustees at or prior to the Effective Date.



10.8 The new equity shares of the Transferee Company to be issued in accordance with this Scheme in relation to the Crossholding Shares, (hereinafter referred to as "the Trust Shares") shall without any further application, instrument, act or deed be issued and allotted directly to the Trustees, who shall hold such shares with all additions or accretions thereto in trust for the benefit of the Transferee Company and its successor or successors subject to the powers, provisions, discretions, rights and agreements contained in the Declaration of Trust.

10.9 The Declaration of Trust shall be made in a form to be approved by the Board of Directors of the Transferee Company. The role and obligations of Trustees shall be as described in the Declaration of Trust. The Declaration of Trust shall include the following clauses:

- (a) Save and except the right to vote on the Trust Shares, the Trustees shall exercise all the rights available to any private shareholder including , right to surrender/offer shares in buy-back/takeover /sponsored American Depository Receipt offers etc. in respect of the Trust Shares
- (b) The Trustees shall decide in their absolute discretion the price, quantity, choice of buyer, timing etc for sale of the Trust Shares.
- (c) All the profits/losses arising out of the decisions of the Trustees shall be for the benefit or loss of the Transferee Company. Pending the total liquidation of all the Trust Shares, the Transferee Company will account for the book cost of the Trust Shares as "miscellaneous



debtors" with appropriate disclosures as to the remaining quantity of Trust Shares, profit/losses on sales till date etc.

11. ACCOUNTING TREATMENT

Upon the coming into effect of this Scheme:

- (a) the Transferee Company shall record all the Assets and Liabilities recorded in the books of account of the Transferor Company and transferred to and vested in the Transferee Company pursuant to this Scheme, at the respective book values thereof as appearing in the books of the Transferor Company at the close of business of the day immediately preceding the Appointed Date.
- (b) the Transferee Company shall credit in its books of accounts, face value of the new equity shares to be issued to the members of the Transferor Company pursuant to the Scheme, to its Share Capital Account.
- (c) the excess, if any, of the value of the Assets over the value of the Liabilities of the Transferor Company transferred to the Transferee Company pursuant to the Scheme as reduced by the aggregate face value of the new equity shares issued by the Transferee Company would be credited to the General/Capital Reserve account and in the event of there being a shortfall, the same shall be debited to Goodwill account in the books of the Transferee Company.
- (d) Subject to any corrections and adjustments as may, in the opinion of the Board of Directors of the Transferee Company be required, the



Reserves of the Transferor Company will be merged with those of the Transferee Company in the same form as they appeared in the financial statements of the Transferor Company provided however, that any diminution in the value of assets transferred to the Transferee Company can be offset against such Reserves and Surplus of the Transferee Company. In other words, the identity of the Reserves of the Transferor Company will be preserved in the hands of the Transferee Company.

- (e) To the extent that there are inter-corporate loans or balances between the Transferor and the Transferee Company, the obligation in respect thereof shall come to an end and corresponding effect shall be given in the books of accounts and records of the Transferee Company for the reduction of any assets or liabilities, as the case may be. For the removal of doubts it is hereby clarified that there would be no accrual of interest or other charges in respect of any inter-corporate loans or balances.
- (f) The Transferor Company and the Transferee Company are expressly permitted to revise their Income Tax, Service Tax and other returns including without limitation, accounting for the related TDS certificates and right to claim refund, Advance Tax credit etc., upon the Scheme becoming effective.
- (g) Advance payment of Income Tax and / or Tax deducted at source made on after Appointed Date and / or in respect of the Transferor Company shall be transferred / vested and / or treated as Income Tax paid on behalf of and / or on account of the Transferee Company who



shall be entitled to claim for such Income Tax payments in their own Tax Assessments.

12. APPLICATION TO THE HIGH COURT

The Transferor Company and the Transferee Company shall with all reasonable dispatch make applications under Sections 391 and 394 and other applicable provisions of the Act to the High Court at Bombay for seeking approval to the Scheme.

13. CHANGE OF OBJECT CLAUSE

On the Scheme becoming effective without any further act, deed and without following the procedure for change in object clause laid down under the Act, Clauses 95 to 98 being the 'other objects' of the Transferor Company shall stand inserted as Clauses A9 and A10 to the main objects of the Memorandum of Association of the Transferee Company.

14. CHANGE OF NAME OF THE TRANSFEREE COMPANY ON MERGER

Upon the Scheme becoming effective, without any further act, deed and without following the procedure for change in name laid down under the Act, for the purposes, the name of the Transferee Company shall stand changed to Nucleus Netsoft And GIS (India) Limited and the same shall be substituted for the existing name wherever it appears in the Memorandum and Articles of Association of the Transferee Company and all other public records.



15. MODIFICATIONS/AMENDMENTS TO THE SCHEME

The Transferor Company and the Transferee Company by their respective directors may consent, on behalf of all persons concerned to any modifications/amendments to the Scheme or to any conditions or limitations that the Court or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of Directors).

16. MISCELLANEOUS

16.1 For the purpose of giving effect to this Scheme or to any modification or amendment thereof, the Directors of the Transferee Company may give and are authorized to give all such directions as are necessary including directions for filing any questions or doubts or difficulty that may arise in the Bombay High Court.

16.2 The Board of Directors of the Transferor Company and Transferee Company shall be at liberty to withdraw this Scheme in case any conditions or alterations to the Scheme imposed by any authority is unacceptable to them.

16.3 In case any doubt or difference shall arise between the parties hereto or any of their shareholders, employees, creditors or such persons entitled to or claiming or right to any equity shares in the Transferor Company or Transferee Company or as to the valuation or adjustment to be made in any asset or liability transferred under this Scheme or as to accounting treatment thereof arising out of the implementation of this Scheme, the same shall be referred to the sole arbitration of Mr. Asit C. Mehta, Chairman and Managing



Director of the Transferee Company whose decision shall be final and binding on all concerned.

16.4 Upon the Scheme becoming effective the authorised share capital of the Transferor Company would be added to the authorised share capital of the Transferee Company and the authorised share capital of the Transferee Company would stand increased to that extent.

16.5 Upon the Scheme becoming effective, the Memorandum and Articles of Association of the Transferee Company shall without any further act, instrument or deed be and stand altered, modified and amended pursuant to Sections 17, 31 and 394 and their applicable provisions of the Act, as follows:

1. Clause V of the Memorandum and Association of the Transferee Company shall read as follows:

"V The authorized capital of the Company is Rs. 12,00,00,000/- (Rupees Twelve Crores) divided into 1,20,000/- equity shares of Rs. 10 each with the power to increase and reduce the capital to divide the share in the capital for the being into several clauses and attach there to respective such preferential or deferred or special rights, privileges and conditions, as may be determined by / or in accordance with the regulations of the Company and vary, modify or abrogate any such rights, privileges, conditions in such manner as may for the time being be provided by the regulations of the Company.

2. Clause 5 of the Articles of Association



" 5. The authorized capital of the Company is Rs. 12,00,00,000/- (Rupees Twelve Crores) divided into 1,20,000/- equity shares of Rs. 10 each."

PART IV

17. SCHEME CONDITIONAL ON APPROVAL/SANCTIONS

The Scheme is conditional on and subject to:

- (a) approval of and agreement to the Scheme by the requisite majority of the respective shareholders of the Transferor Company and the Transferee Company as may be directed by the High Court at Bombay.
- (b) Sanctions and necessary Orders under the provisions of Section 391 read with Section 394 of the Act being obtained by the Transferor Company and the Transferee Company from the High Court at Bombay.
- (c) Certified copies of the Order of the High Court at Bombay sanctioning this Scheme being filed with the Registrar of Companies, Mumbai by the Transferor Company and the Transferee Company, respectively.
- (d) The requisite consent, approval or permission of the Central Government or any other statutory or regulatory authority (including SEBI's approval of the Scheme, the resultant change in constitution and allotment of shares to the shareholders of the Transferor



Company) which by law may be necessary for the implementation of this Scheme.

18. **EFFECT OF NON-RECEIPT OF APPROVALS/SANCTIONS**

In the event the Scheme is not sanctioned by the High Court of Bombay, or in the event any of the approvals or conditions enumerated in paragraph 17 above not being obtained or complied, or for any other reason, the Scheme cannot be implemented, the Scheme shall become null and void and each party shall bear and pay its respective costs, charges and expenses for and/or in connection with the Scheme.

19. **COSTS, CHARGES AND EXPENSES**

All costs, charges and expenses (including stamp duty, if any, applicable in relation to this Scheme) of the Transferor Company and the Transferee Company in connection with the implementation of the Scheme shall be borne by the Transferee Company.

TRUE COPY

N. D. Jamedar

J. Sagar Associates
Advocates & Solicitors

TRUE-COPY

N. D. Narvekar
N. D. NARVEKAR
COMPANY REGISTRAR
HIGH COURT (O.S.)
BOMBAY

Exhibit L

The balance lying in the Securities Premium Account of Nucleus Securities Ltd. be reduced from Rs. 4,16,19,579 to Rs. 4,10,43,959, to be used for writing off the debit balance in the profit and loss account of Nucleus Securities Ltd. as on 31st March 2005 to the extent of Rs. 5,75,620 (Rupees five lakhs seventy five thousand six hundred and twenty only).

TRUE-COPY

M. D. Narvekar
M. D. NARVEKAR
COMPTROLLER & REGISTRAR
HIGH COURT (O.S.)
BOMBAY

TRUE COPY

N. D. Jaisankar
N. D. Jaisankar
J. Sagar Associates
Advocates & Solicitors



IN THE HIGH COURT OF JUDICATURE AT
BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY PETITION NO. 739 OF 2005

CONNECTED WITH

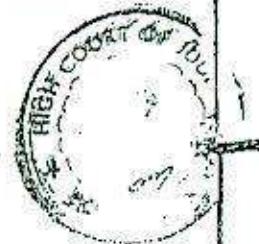
COMPANY APPLICATION NO. 522 OF 2005

In the matter of Sections 391 to 394
read with Sections 78, 100 to 103 of
the Companies Act, 1956 (Act 1 of
1956);

And

In the matter of the Scheme of
Amalgamation of between Nucleus
Netsoft And GIS (India) Limited and
Nucleus Securities Limited

Nucleus Securities Limited ..Petitioner



AUTHENTICATED COPY OF ORDER
DATED 10th FEBRUARY 2006 ALONG
WITH SCHEME OF AMALGAMATION

Dated this day of February 2006

Applied on 13/2/06
Expressed by ..
Dated ..
Filed by [Signature]
Ex. No. [Signature]
Case No. 20-2-06
Ready on 20-2-06
Delivered to 20-2-06

J. Sagar Associates (Mumbai)
Advocates for the Petitioner,
Vakil's House, 18-Sprott Road,
Ballard Estate,
Mumbai 400 001.

Scheme of Amalgamation

Nucleus Financial Services Pvt. Ltd. (NFSPL)

(Order Passed by Bombay High Court on 26.4.1994)

with .

Nucleus Securities Ltd. (NSL)

(Order passed by Delhi High Court on 21.7.1994)

IN THE HIGH COURT OF JUDICATURE AT
BOMBAY ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY PETITION NO. 146 OF 1994

CONNECTED WITH
COMPANY APPLICATION NO. 83 OF 1994

In the matter of Companies Act (1) of 1956

AND

In the matter of Section 391 and 394 of the Companies Act (1) of 1956

AND

in the matter of Scheme of Amalgamation of
Nucleus Financial Services Private Limited (NFSPL)

with

Nucleus Securities Limited (NSL)
(Formerly Northern India Leasing Limited).

NUCLEUS FINANCIAL SERVICES)
PRIVATE LIMITED, a company)
incorporated under the)
Provisions of the Companies)
Act (1) of 1956 and having)
its registered office at)
12th Floor, Nirmal Building)
Nariman Point, Bombay-400 021) .. Petitioner Company

Coram : A. P. Shah, J.

Date : 28.4.1994

UPON THE PETITION of Nucleus Financial Services Private Limited the Petitioner Company abovenamed, (hereinafter referred to as "the Transferor Company") presented to this Hon'ble Court on the 8th day of March, 1994 for sanction of the Scheme of Amalgamation of the Transferor Company with Nucleus Securities Limited (NSL) (Formerly Northern India Leasing Limited) (hereinafter referred to as "the Transferee Company") and for other consequential reliefs as mentioned in the Petition AND the said Petition being this day called on for hearing and final disposal AND UPON READING the said Petition and the Affidavit of ASIT C. MEHTA, Director, of the Transferor Company dated 8th day of March 1994 in Support of the said Petition AND UPON order dated 2nd day of March, 1994 passed by this Hon'ble Court in Company Application No.83 of 1994 whereby the meeting of the members/shareholders and creditors of the Transferor Company to consider and approve the Scheme of Amalgamation between the Transferor Company and the Transferee Company as well as the publication of advertisement in the Government Gazette and newspapers for calling the meetings of the members and creditors of the Transferor Company was dispensed with AND UPON HEARING Mr. Zubin Behram-Kamdin instructed by M/s Wadia Ghandy & Co., Advocates for the Petitioners and Mr S.L. Rajput, Company Prosecutor Counsel for the Regional Director, Department of Company Affairs, Bombay and Mr. T.P. Shammi, Dy. Official Liquidator, High Court, Bombay who appear in pursuance of the Notice dated 18th day of March, 1994 issued under Section 394 (i) of the Companies Act, 1956 AND UPON READING the report dated 19th day of April, 1994 of the Official Liquidator of this Hon'ble Court under second proviso to sub-Section (1) of Section 394 of the Companies Act, 1956 whereby he has opined that the affairs of the Transferor Company have not been conducted in a manner prejudicial to the interest of its members of public interest AND no other person entitled to appear at the hearing of the said Petition and appearing this day either in support or to show cause against the said Petition, THIS COURT DOTH HEREBY sanction the Scheme of Amalgamation of the Transferor Company with the Transferee Company i.e. Nucleus Securities Limited (NSL) (Formerly Northern India Leasing Limited) (Transferee Company) as set forth in Exhibit "C" to the said Petition and also in the Schedule hereto annexed AND THIS COURT DOTH HEREBY DECLARE that the same shall be binding on all the Shareholders and Creditors of the transferor Company and all the shareholders and creditors of the Transferee Company AND THIS COURT DOTH FURTHER ORDER that with effect from 1st April 1993 hereinafter called "the Appointed Day" the undertaking of the Transferor Company including all its reserves, properties, movable assets, book-debts, benefits of all pending contracts, agreements, immovable assets, easements, building permissions under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976, under the Development Control Regulations and all other interests, rights powers and authorities of every kind and nature whatsoever be without any further act or deed be and the same stand transferred in favour of and vested in the Transferee Company pursuant to and in terms of Section 394 of the Companies Act, 1956 so as to become, as and from that date, the undertaking of the transferee Company AND THIS COURT DOTH FURTHER ORDER that all charges, debts, liabilities, duties and obligations of the Transferee Company be also without any further act or deed taken over by the Transferee Company pursuant to and in terms of the said Section 394 of the Companies Act, 1956 so as to become as and from that date, the charges, debts, liabilities, duties and obligations of the Transferor Company, AND THIS COURT FURTHER ORDER that all suits, appeals and other proceedings if any, pending on the date of such vesting and taking over by or against the Transferor Company, be on such vesting and taking over continued by or against the Transferee Company AND THIS COURT DOTH FURTHER ORDER that on such Amalgamation the Transferee Company do take over all such employees of the Transferor Company as are willing to join the Transferee Company on the same terms or on terms not less advantageous than those on which they were employed by the Transferor Company and their services with the Transferor Company prior to such taking over will not be treated as having been terminated, interrupted or broken for the purposes of Provident Fund, Gratuity and Superannuation Funds or for any other purposes connected with such employment but will be reckoned for all purposes from the date of their respective appointment with the Transferor

Company AND THIS COURT DOTH FURTHER ORDER that the Amalgamation of the Transferor Company with the Transferee Company be made on the basis that holders of the existing issued, subscribed and paid up equity shares of Rs.10/- each of the Transferor Company be entitled to equity shares of Rs.10/- each of the Transferee Company in the proportion of 2.75 equity shares of the Transferee Company of the face value of Rs.10/- each for every one equity share of Rs.10/- each of the Transferor Company as provided in clause (11) of the Scheme of Amalgamation AND THIS COURT DOTH FURTHER ORDER that the said Scheme of Amalgamation shall become operative and effective as soon as but not before the proposed Amalgamation between the Transferor Company and the Transferee Company is sanctioned by the Hon'ble Delhi High Court on a Petition filed by the Transferee Company AND THIS COURT DOTH FURTHER ORDER that the Amalgamation of the Transferor Company to be made pursuant to the said Scheme of Amalgamation will take effect as and from the 1st day of April 1993 and until the completion of such vesting and taking over the Transferor Company shall stand possessed of all its properties so as to be vested and taken over as aforesaid and shall carry on its business for and on behalf and in trust for the Transferee Company and the Transferor Company shall account and be entitled to be indemnified accordingly AND THIS COURT DOTH FURTHER ORDER that the Transferor Company do within a period of thirty days after the date of the order of this Hon'ble Court cause a certified copy of the order to be delivered to be Registrar of Companies, Maharashtra, Bombay for registration and on such certified copy being so delivered the transferor Company shall be dissolved without winding up and the Registrar Companies, Maharashtra, Bombay shall place all documents relating to the Transferor Company and registered with him on the file kept by him in relation to the Transferee Company and the file relating to the said two companies shall be consolidated accordingly AND THIS COURT DOTH FURTHER ORDER that the parties to the said Scheme of Amalgamation sanctioned herein or any other person or persons interested therein shall be at liberty to apply to this Hon'ble Court for any Direction that may be necessary in regard to the working of this Scheme of Amalgamation sanctioned herein AND THIS COURT DOTH LASTLY ORDER that the Transferor Company do pay the sum of Rs.500/- each to the Regional Director, Department of Company Affairs, Bombay to the Official Liquidator, High Court, Bombay towards the costs of the said Petition. WITNESS SHRI ANANDAMOY BHATTACHARJEE, the Chief Justice at Bombay aforesaid this 20th day of April, 1994.

By Court,

Sd/- S.V. SATAM
For Prothonotary & Senior Master,

Sd/- S.V. SATAM
Sealer,
The 6th day of May 1994

Order sanctioning the Scheme of Amalgamation under Section 391 and 394 of the Companies Act, 1956 drawn on the Application by M/s Wadia Gandhi & Co. Advocates for the Petitioners, having their office at 123, N.M. Wadia Bldg, 2nd Floor, M.G. Road, Fort, Bombay - 400 023.

EXHIBIT "C"
SCHEME OF AMALGAMATION
NUCLEUS FINANCIAL SERVICE PRIVATE LIMITED (NFSPL)
WITH
NUCLEUS SECURITIES LIMITED (NSL)
(FORMERLY NORTHERN INDIA LEASING LIMITED)

1. DEFINITIONS:

- "The Transferor Company" or "the Transferor" means:
- a) Nucleus Financial Services Private Limited (NFSPL) a company incorporated under the provision of the Companies Act, 1956 and having its registered office at 12th Floor, Nirmal Building, Nariman Point, Bombay - 400 021;
 - b) "The Transferee Company" or "the Transferee" means Nucleus Securities Limited, (NSL) (Formerly Northern India Leasing Limited) a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Room No. 101, 1st Floor, 42-B, Hanuman Lane, New Delhi - 110 001.
 - c) "the Act" means the Companies Act, 1956.
 - d) "The Appointed Day" means the Commencement of business of the Transferor on 1st April, 1993.
 - e) "The Effective Day" means the date on which the consents, approvals, permissions, resolutions, sanctions and orders shall be obtained or passed as mentioned hereinafter.
2. With effect from the Appointed Day the entire undertakings of the Transferor including all its reserves, properties, moveable assets including, licences, permits, quota rights, cash balances, bank balances, trade marks, patents, patent rights, benefits of all pending contracts, agreements and immoveable assets including leases, tenancy rights, easements, all other interest, rights, goodwill, power and authorities of every kind, nature and description whatsoever, and more particularly the membership of the OTC Exchange of India held by the transferor Company, Money Changers Licences issued by the Reserve Bank of India to Transferor Company, Registration granted by the Securities and Exchange Board of India for Merchant Banking category No. II (all of which are hereinafter collectively referred to as "the said undertakings") shall without any further act or deed be and the same stand transferred to and vested in the Transferee Company or be deemed to be transferred to and vested in the transferee Company.
3. With effect from the Appointed Day the reserves and surplus of the Transferor shall become the reserves and surplus of the Transferee Company and also all debts obligations, duties and liabilities of the Transferor shall be transferred to or be deemed to be transferred without any further act or deed to the transferee so as to become the debts, liabilities, duties and obligations of the Transferee Company.
4. All legal and other proceedings by or against the Transferor Company pending on the Effective Date and relating to the said respective Undertakings including properties rights, powers, liabilities, duties and obligations of the Transferor Company shall be continued and enforced by or against the Transferee Company as the case may be.
5. With effect from the Appointed Day and upto and including the Effective Date the Transferor Company:
- a) Shall be deemed to have been carrying on and to be carrying on all business and activities, and stand possessed of the properties so to be transferred, for and on account of and in trust for the Transferee Company.

- b) All profits accruing to the Transferor Company or losses arising or incurred by the Transferor Company shall for all purpose be treated as the profits or losses of the Transferee Company, as the case may be
5. The Transferor Company hereby undertake from the Appointed Day upto and including the Effective Date..
- a) To carry on its business with proper prudence and without the prior written consent of the Transferee Company, not to alienate, charge or otherwise deal with or dispose off the said respective undertakings or any part thereof (except in the ordinary course of business) nor to undertake any new business or a substantial expansion of its existing business;
- b) Not to vary the terms and conditions of employment of its employees;
- c) Not to issue or allot any rights shares or bonus shares out of its respective authorised or unissued share capital for the time being.
7. The Transferee Company undertake to engage on and from the Effective Date, all permanent employee of the Transferor Company who are in the employment of the Transferor Company on the Effective Date on the terms and conditions not less favourable than those on which they were engaged on the Effective Date, without any interruption of service as a result of the transfer. The Transferee company agrees that the Services of all such employees with the Transferor Company upto the Effective Date will be taken into account for the purposes of all retirement benefits to which they may be eligible in the Transferor Company on the Effective Date. The Transferee Company further agrees that for the purpose of payment of any retrenchment compensation, such past services with the Transferor Company shall also be take into account.
8. Subject to the other provisions of this Scheme all contracts, deeds, bonds, agreements and other instruments of whatsoever nature to which the Transferor Company are a party subsisting or having effect on or before the Effective Date shall be in full force and effect against or in favour of the Transferee as the case may be and may be enforced as fully and effectually as if, instead of the Transferor Company the transferee had at all material times been a party thereto.
9. The authorised share capital of the Transferor is Rs.25,00,000/- divided into 2,50,000 equity shares of Rs. 10/- each. The issued, subscribed and paid up capital of the Transferor is Rs.24,50,000/- divided into 2,45,000 equity shares of Rs. 10/- each.
10. The authorised share capital of the Transferee is Rs.1,00,00,000/- divided into 10,00,000/- equity shares of Rs.10/- each. The issued capital of the Transferee is Rs.75,24,200/-, divided into 7,52,420/- equity shares of Rs.10/- each. The subscribed and paid up capital of the Transferee is Rs.73,76,700 divided into 7,37,670 equity shares of Rs.10/- each.
11. In consideration of the transfer of assets and liabilities of the transferor company in favour of the transferee company in terms of this scheme, the transferee company shall issue and allot 2.75 equity shares of Rs. 10/- each at par for every one share of the transferor company and credited as fully paid-up to the members of the Transferor Company (excluding the Transferee Company) whose names are recorded in the register of members of Transferor Company and such of their respective heirs, executors, administrators, legal representatives or successors as may be recognised by the Board of Directors of the Transferee Company on a date to be fixed by the Directors of the Transferee Company.
12. Pursuant to and upon the Scheme being sanctioned, the Transferee Company will, in its books, account for the assets and liabilities of the Transferor Company at its current market value as on the appointed day. The current market value will be ascertained on the basis of the report of one or more Government approved valuers and the difference, if any, between the net value of the assets taken over i.e. the value of the assets taken over less the value of the liabilities taken over, and the face value of the shares to be allotted pursuant to the Scheme as set out in clause 11 above, shall, if positive be accounted for as a 'capital reserve' and if negative as 'goodwill'. In carrying out such accounting

the Transferee Company will comply with the accounting principles in relation to "Amalgamations in the nature of purchase", in the guidance Note on Accounting Treatment of Reserves in Amalgamations, published by the Institute of Chartered Accountants of India.

13. The new Equity Shares of the Transferee shall rank for dividend, voting rights and in all other respects pari passu with the existing Equity Shares of the Transferee, save and except that such new Equity Shares shall not confer any rights for any dividend that may be declared for the accounting year of the Transferee ending on 31st March, 1994.
14. On the Scheme being agreed to by the requisite majorities of the members of the Transferor Company and by the members of the Transferee, the Transferor Company and the Transferee shall with reasonable despatch, apply to the High Court of Judicature at Bombay and Delhi respectively for sanctioning this Scheme of Amalgamation under Section 391 of the Act, and for an order or orders under Section 394 of the Act for carrying this Scheme into effect and for dissolution of the Transferor Company without winding up.
15. The Transferor Company shall, with all reasonable despatch, make applications under Section 391 and 394 of the Act to the High Court of Judicature at Bombay for sanctioning the Scheme of Amalgamation and for dissolution of the Transferor Company without winding up. The Transferee shall also make application to the High Court of Judicature at Delhi for sanctioning the Scheme of Amalgamation of the Transferor Company with the Transferee under the said provisions of law for the purpose of obtaining an order or orders under Section 391 and 394 of the Act, for giving effect to the Scheme.
16. The Transferor (by its Board of Directors) and the Transferee (by its Board of Directors) may assent to any alteration or modification of this Scheme which the Courts and/or any other Competent Authority may deem fit to approve or impose and may give such directions as they may consider necessary to settle any questions or difficulty arising under the Scheme or in regard to its implementation or in any manner connected therewith; including any question or difficulty arising in connection with any deceased or insolvent shareholder of the respective companies.
17. The Scheme is conditional upon and subject to:
 - a) The Scheme being agreed to by the requisite majorities as are referred to in Clause 14 hereof (both on behalf of the Transferor Company and the Transferee Company) and the requisite order or orders referred to in Clause 15 being obtained.
 - b) Such other sanctions and approvals as may be required by law in respect of the Scheme being obtained.
18. All costs, charges and expenses of the Transferor Company and the Transferee in relation to or in connection with negotiations leading upto the Scheme and of carrying out and implementing the terms and provisions of this Scheme and incidental to the completion of Amalgamation of the said Undertakings of the Transferor in pursuance of this Scheme, shall be borne and paid by the Transferor Company and the Transferee Company in equal proportion in the event the Scheme is not sanctioned by the respective members of the Transferor Company and/or Transferee or by the High Court of Judicature at Bombay and Delhi.
19. In the event of this Scheme falling to take effect finally before 31st December, 1994 or within such further period or periods as may be agreed upon between the Transferor Company (by its Directors) and the Transferee (by its Directors), this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se to or by the parties or any of them.

Certified to be a true copy
the 10th day of May 1994

Sd/-

for Prothonary & Senior Master.

HIGH COURT
O.O.C.J.

COMPANY PETITION NO:146 OF 1994
CONNECTED WITH
COMPANY APPLICATION NO.83 OF 1994

In the matter of Companies
Act, 1956.

NUCLEUS FINANCIAL SERVICES PRIVATE LIMITED Petitioner

certified copy of

ORDER SANCTIONING SCHEME OF AMALGAMATION

Dated this 28th day of April 1994
Filed this 6th day of May 1994

Wadia Ghandy & Co.
Petitioner's Advocates,
123, M.G. Road, Fort,
Bombay - 400 023
FMHC2094 6594 VP

IN THE, HIGH COURT OF DELHI AT NEW DELHI
(ORIGINAL JURISDICTION)
IN THE MATTER OF THE COMPANIES ACT, 1956,
AND
IN THE MATTER OF SCHEME OF AMALGAMATION
BETWEEN
COMPANY PETITION NO. 65 OF 1994
CONNECTED WITH
COMPANY APPLICATION NO. 190/94
IN THE MATTER OF NUCLEUS SECURITIES LIMITED
HAVING ITS REGISTERED OFFICE AT
ROOM NO. 101, 1ST FLOOR, 42-B,
HANUMAN LANE, NEW DELHI-110 001.PETITIONER/
TRANSFeree COMPANY
IN THE MATTER OF NUCLEUS FINANCIAL SERVICES LTD
HAVING ITS REGISTERED OFFICE AT
12TH FLOOR, NIRMAL BUILDING, NARIMAN POINT,
BOMBAY-400 021TRANSFEROR COMPANY
C.P.No. 65/1994.
BEFORE THE HON'BLE MR. JUSTICE V.B. BANSAL
DATED THIS THE 21ST DAY OF JULY, 1994.

ORDER ON PETITION

The above petition coming on for hearing on 21.7.94 upon reading the said petition the order dated 18.2.94 whereby the above said petitioner company was ordered to convene meeting of its shareholders for the purpose of considering and if thought fit approving with or without modification, the Scheme of Amalgamation proposed to be made between Nucleus Securities Limited (hereinafter referred to as the Transferee Company) and Nucleus Financial Services Ltd. (hereinafter referred to as the Transferor Company) and annexed to the affidavit of Sh. V.S. Ramesh filed in C.A. 190/94 on 16.02.1994 and "The Statesman" (in English) and "Veer Arjun" (in Hindi) both dated 25.2.94 in C.A. 190/94 each containing the advertisement of said notice convening the said meeting directed to be held by the said order dated 18.2.94, the affidavit of Mr. Justice H.C. Goel (Retd.) Judge in C.A. 190/94 showing the publication and despatch of notices convening the said meeting. The report of Chairperson filed on 25.3.94 in C.A. 190/94, as to the result of said meeting and upon hearing Mr. C.M. Oberoi & Mr. Pratap Venugopal Advocates for the Petitioner, Mr. P. Chandra Official Liquidator and Mr. C.P. Singh, Assistant Registrar of Companies for Central Government and it appearing from the report of the Chairperson that the proposed Scheme of Amalgamation has been approved unanimously by the said shareholders of the Transferee Company present and voting in person or by proxy and also the resolution dated 7.4.1994 passed by the Board of Directors of M/s C.L. Consultants Private Limited (unsecured creditor) indicating that they do not oppose the proposed Scheme of Amalgamation. The affidavit dated 12.5.94 of Sh. R.C. Nigam, Regional Director, Northern Regional Director, Northern Region, Department of Company Affairs, Kanpur on behalf of the Central Government inter alia stating that the affairs of the Transferee Company do not appear to have been conducted in a manner prejudicial to the interest of its members or public interest. The Official Liquidator also having filed the affidavit on 9.5.94 stating therein that the affairs of the Transferee Company have not been conducted in a manner prejudicial to the interests of its shareholders or

Creditors or to the Public interest. The Scheme of Amalgamation having also been approved by the Hon'ble High Court of Judicature at Bombay on a Petition filed by the Transferor Company on 28.4.94.

THIS COURT DOth HEREBY SANCTION THE SCHEME OF AMALGAMATION set forth in Schedule-I hereto and DOth HEREBY DECLARE the same to be binding on all the shareholders and creditors of the Transferor Company and of the Transferee Company and its all concerned and doth approve the said Scheme of Amalgamation from the appointed date i.e. 1st Day of April, 1993 as mentioned in the Scheme.

THIS COURT DOth FURTHER ORDER:

1. That all the property, rights and powers of the Transferor company specified, in the first, second and third parts of the Schedule hereto and all other property, rights and powers of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and vest in the Transferee Company for the all the estate and interest of Transferor Company therein but subject nevertheless to all charges now affecting the same; and
2. That all the liabilities and duties of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the Transferee Company; and
3. That all proceedings now pending by or against the Transferor Company on the effective date be continued by or against the Transferee Company; and
4. That the Transferee Company do without further application allot to such members of the Transferor Company as have not given such notice of dissent as is required by Clause given in the Scheme of Amalgamation herein the shares in the Transferee Company to which they are entitled under the said Amalgamation; and
5. That the Transferee Company do within 30 days after the date of this Order cause a certified copy of this order alongwith the copy of the formal order of the Bombay High Court to be delivered to the Registrar of Companies for registration and on such certified copies being so delivered, the Transferor Company shall be dissolved, and the Registrar of Companies shall place all documents relating to the Transferor Company and registered with him on the file kept by him in relation to the Transferee Company and the files relating to the said two companies shall be consolidated accordingly; and
6. That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary.

SCHEDULE - I

SCHEME OF AMALGAMATION

BETWEEN

NUCLEUS SECURITIES LIMITED
HAVING ITS REGISTERED OFFICE AT
ROOM NO. 101, 1ST FLOOR, 42-B,
HANUMAN LANE, NEW DELHI-110 001.PETITIONER/
TRANSFEEE COMPANY

AND

NUCLEUS FINANCIAL SERVICES LTD
HAVING ITS REGISTERED OFFICE AT 12TH FLOOR,
NIRMAL BUILDING, NARIMAN POINT,
BOMBAY - 400 021.TRANSFEROR COMPANY.

EXHIBIT "D"
SCHEME OF AMALGAMATION
NUCLEUS FINANCIAL SERVICE PRIVATE LIMITED (NFSPL)
WITH
NUCLEUS SECURITIES LIMITED (NSL)
(FORMERLY NORTHERN INDIA LEASING LIMITED)

1. DEFINITIONS:

- (a) "the Transferor Company" or "the Transferor" means:
Nucleus Financial Service Private Limited (NFSPL) a company incorporated under the provision of the Companies Act, 1956 and having its registered office at 12th Floor, Nirmal Building, Nariman Point, Bombay - 400 021;
- (b) "The Transferee Company" or "the Transferee" means Nucleus Securities Limited, (NSL) a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Room No. 101, 1st Floor, 42-B, Hanuman Lane, New Delhi 110 001.
- (c) "the Act" means the Companies Act, 1956.
- (d) "The Appointed Day" means the commencement of business of the Transferor on 1st April, 1993.
- (e) "the Effective Day" means the date on which the consents, approvals, permissions, resolutions, sanctions and orders shall be obtained or passed as mentioned hereinafter.
2. With effect from the Appointed Day the entire undertakings of the Transferor including all its reserves, properties, moveable assets including, licences, permits, quota rights, cash balances, bank balances, trade marks, patents, patent rights, benefits of all pending contracts, agreements and immoveable assets including leases, tenancy rights, easements, all other interests, rights, goodwill, power and authorities of every kind, nature and description whatsoever, and more particularly the Membership of the OTC Exchange of India held by the transferor Company, Money Chargers Licences issued by the Reserve Bank of India to Transferor Company, Registration granted by the Securities and Exchange Board of India for Merchant Banking category No. II (all of which are hereinafter collectively referred to as "the said undertakings") shall without any further act or deed be and the same stand transferred to and vested in the Transferee Company or be deemed to be transferred to and vested in the Transferee Company.
3. With effect from the Appointed Day the reserves and surplus of the Transferor shall become the reserves and surplus of the Transferee Company and also all debts obligations, duties and liabilities of the Transferor shall be transferred to or be deemed to be transferred without any further act or deed to the Transferee so as to become the debts, liabilities, duties and obligations of the Transferee Company.
4. All legal and other proceedings by or against the Transferor Company pending on the Effective Date and relating to the said respective Undertakings including properties, rights, powers, liabilities, duties and obligations of the Transferor Company shall be continued and enforced by or against the Transferee Company as the case may be.
5. With effect from the Appointed Day and up to and including the Effective Date the Transferor Company:
- a) shall be deemed to have been carrying on and to be carrying on all business and activities, and stand possessed of the properties so to be transferred, for and on account of and in trust for the Transferee Company.
- b) all profits accruing to the Transferor Company or losses arising or incurred by the Transferor Company shall for all purposes be treated as the profits or losses of the Transferee Company, as the case may be.

6. The Transferor Company hereby undertake from the Appointed Day upto and including the Effective Date:
- a) to carry on its business with proper prudence and without the prior written consent of the Transferee Company, not to alienate, charge or otherwise deal with or dispose off the said respective undertakings or any part thereof (except in the ordinary course of business) nor to undertake any new business or a substantial expansion of its existing business;
 - b) not to vary the terms and conditions of employment of its employees;
 - c) not to issue or allot any rights shares or bonus shares out of their respective authorised or unissued share capital for the time being.
7. The Transferee Company undertakes to engage on and from the Effective Date, all permanent employee of the Transferor Company who are in the employment of the Transferor Company on the Effective Date on the terms and conditions not less favourable than those on which they were engaged on the effective Date without any interruption of service as a result of the transfer. The transferee company agrees that the services of all such employees with the Transferor Company upto the Effective Date will be taken into account for the purposes of all retirement benefits to which they may be eligible in the Transferor Company on the Effective Date. The Transferee Company further agrees that for the purpose of payment of any retronchment compensation, such past services with the Transferor Company shall also be taken into account.
8. Subject to the other provisions of this Scheme all contracts, deeds, bonds, agreements and other instruments of whatsoever nature to which the Transferor Company is a party subsisting or having effect on or before the Effective Date shall be in full force and effect against or in favour of the Transferee as the case may be and may be enforced as fully and effectually as if, instead of the Transferor Company the Transferee had at all material times been a party thereto.
9. a) The authorised share capital of the Transferor is Rs.25,00,000/- divided into 2,50,000 equity shares of Rs. 10/- each. The issued, subscribed and paid up capital of the Transferor is Rs.24,50,000/- divided into 2,45,000 equity shares of Rs. 10/- each.
10. The authorised share capital of the transferee is Rs.1,00,00,000/- divided into 10,00,000/- equity shares of Rs.10/- each. The issued, capital of the Company is Rs.75,24,200/-, divided into 7,52,420/- equity shares of Rs.10/- each. The subscribed and paid up capital of the Applicant is Rs.73,76,700 divided into 7,37,670 equity shares of Rs.10/- each.
11. In consideration of the transfer of assets and liabilities of the transferor company in favour of the transferee company in terms of this scheme, the transferee company shall issue and allot 2.75 equity shares of Rs. 10/- each at par for every One share of the transferor company and credited as fully paid-up to the members of the Transferor Company (excluding the Transferee Company) whose names are recorded in the register of members of transferor company and such of their respective heirs, executors, administrators, legal representatives or successors as may be recognised by the Board of Directors of the Transferee Company on a date to be fixed by the Director of the Transferee Company.
12. Pursuant to and upon the Scheme being sanctioned, the Transferee Company will, in its books, account for the assets and liabilities of the Transferor Company at their current market value as on the appointed day. The current market value will be ascertained on the basis of the report of one or more Government approved valuers and the difference, if any, between the net value of the assets taken over i.e. the value of the assets taken over less the value of the liabilities taken over, and the face value of the shares to be allotted pursuant to the scheme as set out in clause 11 above, shall, if positive be accounted for as a "capital reserve" and if negative as "goodwill". In carrying out such accounting the Transferee Company will comply with the accounting principles in relation to "Amalgamations in the nature of purchase", in the guidance Note on Accounting

Treatment of Reserves in Amalgamations, published by the Institute of Chartered Accountants of India.

13. The new Equity Shares of the Transferee shall rank for dividend, voting rights and in all other respects pari passu with the existing Equity Shares of the Transferee, save and except that such new Equity Shares shall not confer any rights for any dividend that may be declared for the accounting year of the Transferee ending on 31st March, 1994.
14. On the Scheme being agreed to by the requisite majorities of the members of the Transferor Company and by the members of the Transferee, the Transferor Company and the Transferee shall with reasonable despatch, apply to the High Court of Judicature at Bombay for sanctioning this Scheme of Amalgamation under Section 391 of the Act, and for an order or orders under Section 394 of the Act for carrying this Scheme into effect and for dissolution of the Transferor Company without winding up.
15. The Transferor Company shall, with all reasonable despatch, make applications under Section 391 and 394 of the Act to the High Court of Judicature at Bombay for sanctioning the Scheme of Amalgamation and for dissolution of the Transferor Company without winding up. The Transferee shall also make application to the High Court of Judicature at Delhi for sanctioning the Scheme of Amalgamation of the Transferor Company with the Transferee under the said provisions of law for the purpose of obtaining an order or orders under Section 391 and 394 of the Act, for giving effect to the Scheme.
16. The Transferor (by its Board of Directors) and the Transferee (by its Board of Directors) may assent to any alteration or modification of this Scheme which the Courts and/or any other Competent Authority may deem fit to approve or impose and may give such directions as they may consider necessary to settle any questions or difficulty arising under the Scheme or in regard to its implementation or in any manner connected therewith; including any question or difficulty arising in connection with any deceased or insolvent shareholder of the respective companies.
17. The Scheme is conditional upon and subject to:
 - a) The Scheme being agreed to by the requisite majorities as are referred to in Clause 14 hereof (both on behalf of the Transferor Companies and the Transferee) and the requisite order or orders referred to in Clause 15 being obtained.
 - b) Such other sanctions and approvals as may be required by law in respect of the Scheme being obtained.
18. All costs, charges and expenses of the Transferor Company and the Transferee in relation to or in connection with negotiations leading upto the Scheme and of carrying out and implementing the terms and provisions of this Scheme and incidental to the completion of Amalgamation of the said Undertakings of the Transferor in pursuance of this Scheme, shall be borne and paid by the Transferor Company and the Transferee Company in equal proportion in the event the Scheme is not sanctioned by the respective members of the Transferor Company and/or Transferee or by the High Court of Judicature at Delhi and Bombay.
19. In the event of this Scheme failing to take effect finally before 31st December, 1994 or within such further period or periods as may be agreed upon between the Transferor Company (by its Directors) and the Transferee (by its Directors), this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se to or by the parties or any of them.

SCHEDULE OF PROPERTY, RIGHTS AND POWERS OF THE
TRANSFEROR COMPANY
NUCLEUS FINANCIAL SERVICES PRIVATE LIMITED (NFSPIL)

PART I

(Insert a short description of the freehold property
of the transferor company)

| | GROSS BLOCK | DEPRECIATION | NET BLOCK |
|--|----------------------------|---------------------------|-------------------|
| | As At March 31, 1993 | upto March 31, 1993 | March 31, 1993 |
| Residential Flat at Dholakia Apartments, Flat No. 207, 2nd Floor, Mahakal Caves Road, Andheri (E), Bombay - 400 059. | 3,70,000 | 13,202 | 3,56,798 |
| Office Premises at Mamta Apartments, Shop No. 14, Ground Floor, New Prabhadevi, Bombay - 400 028. | 17,26,186 | 15,075 | 17,11,111 |
| Furniture and Fixtures Installed at office Premises and the residential flat. | 5,27,078 | 11,700 | 5,15,378 |
| Computers Installed at office premises. | 2,35,740 | 15,809 | 2,19,931 |
| Air-conditioners Installed at office premises. | 2,18,740 | 4,661 | 2,14,079 |
| Electric installations Installed at office premises and residential flat. | 68,804 | 1,466 | 67,338 |
| Office & Other Equipments placed at office premises. | 2,15,607 | 10,711 | 2,04,896 |
| Vehicles | 4,09,503 | 36,908 | 3,72,595 |
| Sub-Total | 37,71,658 | 1,09,532 | 36,62,126 |

PART II

(Insert a short description of the leasehold property of the transferor company)

-- Nil --

PART III

(Insert a short description of all stocks, shares, debentures and other charges in action of the transferor company)

As at 31st March, 1993.

| | No. | Face Value | Book Value |
|---|--------------|-----------------|-------------------|
| INVESTMENTS | | | |
| Units of Unit Trust of India | <u>1,838</u> | <u>18,380</u> | <u>24,455</u> |
| SUNDRY DEBENTURES | | <u>7,21,778</u> | |
| CASH AND BANK BALANCES | | | |
| With Scheduled Banks | | 2,64,494 | |
| On Current Accounts | | 4,00,000 | |
| On Fixed Deposit Account | | 1,68,902 | |
| Cash on Hand | | 91,667 | |
| Stock of Foreign Currencies | | | |
| | | <u>9,25,063</u> | |
| LOANS AND ADVANCES | | | |
| Loans to Private Companies in which director/directors of the Company are directors | | 94,500 | |
| Advances Receivable in cash or in kind or for value to be received | | 10,39,883 | |
| Taxes paid and Tax Deducted at Source | | 22,19,069 | |
| | | | <u>33,53,452.</u> |

PETITIONER COMPANY
For NUCLEUS SECURITIES LIMITED

Sd/-

V.S. RAMESH
COMPANY SECRETARY.

C.P. 65/94

Given under my hand and the seal of this Court dated this the 21st day of July, 1994.

(By order of the Court)

Sd/-
Registrar.

True copy

Sd/-
Examiner

Certified true copy

Sd/-
Examiner Judicial Department,
High Court at Delhi.

28.10.1994.

Present : Mr. C. M. Oberoi with Mr. P. Venugopal for the petitioner.

CA 1031/94 In CA 65/94

In View of the averments made in the Application the application is allowed and the schedule is allowed to be amended.

CA stands disposed of.

Sd/-

V.B. BANSAL

October 28, 1994.

Given under my hand and the seal of this the 21st day of July, 1994.

(By Order of the Court)

Sd/-
Registrar.

SUPPLEMENTARY ORDER

DATED THE 28TH DAY OF OCTOBER, 1994.

Upon hearing Shri. C.M. Oberoi with Sh. P. Venugopal, counsel for M/s. Nucleus Securities Limited (formerly known as Northern India Leasing Ltd.) applicant C.A. 1031/94 in C.P. 65/94 THIS COURT DOETH DIRECT THAT the revised Schedule of Properties/assets of the Transferor Company be taken on record and DOETH FURTHER ORDER that the rectified schedule of properties/assets of the transferor company filled now alongwith the aforesaid application be made a part of the above formal order dated 21-7-94, in place of Schedule of properties/assets annexed with the said order date 21-7-94.

Given under my hand and the seal of this Court this the 28th day of October, 1994.

(By Order of the Court)

Sd/-
Registrar.

REVISED/RECTIFIED SCHEDULE OF PROPERTIES/ASSETS

TAKEN ON RECORD AS PER ORDER DATE 28.10.94

BASSED IN C.A. 1031/94 IN C.P. 56/94.

SCHEDULE OF PROPERTY, RIGHTS AND POWERS OF THE TRANSFEROR COMPANY.

[NUCLEUS FINANCIAL SERVICES PRIVATE LIMITED (NFSPL)]

PART I

(Insert a short description of the freehold property of the transferor company)

| | GROSS BLOCK | DEPRECIATION | NET BLOCK |
|---|----------------------------|---------------------------|-------------------|
| | As at March 31, 1993 | upto March 31, 1993 | March 31, 1993 |
| Residential Flat at Dholakia Apartments, Flat No. 207, 2nd Floor, Mahakali Caves Road, Andheri (E), Bombay - 400 059. | 3,70,000 | 13,202 | 3,56,798 |
| Office Premises at Mamta Apartments, Shop No. 14, Ground Floor, New Prabhadevi, Bombay 400 028. | 17,26,186 | -15,075 | 17,11,111 |
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| Computers Installed at office premises | 2,35,740 | 15,809 | 2,19,931 |
| Air-conditioners Installed at office premises | 2,10,740 | 4,661 | 214,079 |
| Electric Installations Installed at office premises and residential flat. | 68,604 | 1,466 | 67,338 |
| Office & Other Equipments | 2,15,607 | 10,711 | 2,04,896 |
| Vehicles | 4,09,503 | 36,908 | 3,72,595 |
| Sub-Total | 37,71,658 | 1,09,532 | 36,62,126 |
| LEASED ASSETS | | | |
| Vehicles | 36,80,270 | 8,53,432 | 28,26,838 |
| Sub-Total | 36,80,270 | 8,53,432 | 28,26,838 |
| TOTAL | 74,51,928 | 9,62,964 | 64,88,964 |

For NUCLEUS SECURITIES I.T.D.

Sd/-

Secretary.

PART II

(Insert a short description of the leasehold property of the transferor company)

-- Nil --

PART III

(Insert a short description of all stocks, shares, debentures and other charges in action of the transferor company)

As at 31st March, 1993.

| | Nos. | Face Value | Book Value |
|---|--------------|------------------|---------------|
| INVESTMENTS | | | |
| Units of Unit Trust of India | <u>1,838</u> | <u>18,360</u> | <u>24,455</u> |
| SUNDRY DEBENTURES | | <u>7,21,776</u> | |
| CASH AND BANK BALANCES | | | |
| With Scheduled Banks | | | |
| On Current Accounts | | 2,64,494 | |
| On Fixed Deposit Account | | 4,00,000 | |
| Cash on Hand | | 1,68,902 | |
| Stock of Foreign Currencies | | 91,667 | |
| | | <u>9,25,063</u> | |
| LOANS AND ADVANCES | | | |
| Loans to Private Companies in which director/directors of the Company are directors | | 94,500 | |
| Advances Receivable in cash or in kind or for value to be received | | 10,39,683 | |
| Taxes paid and Tax Deducted at Source | | 22,19,069 | |
| | | <u>33,53,452</u> | |

PETITIONER COMPANY
For NUCLEUS SECURITIES LIMITED

Sd/-

V.S. RAMESH

COMPANY SECRETARY.