

Annexure No. A-2  
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**SCHEME OF AMALGAMATION**  
**OF**  
**HALWASIYA AGRO INDUSTRIES LIMITED**  
**AND**  
**M A K SALES PRIVATE LIMITED**  
**WITH**  
**ELDECO HOUSING AND INDUSTRIES LIMITED**  
**UNDER SECTIONS 391 & 394**  
**OF THE COMPANIES ACT, 1956**  
**AND**  
**THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

➤ **PREAMBLE**

Description of the Companies involved in the Scheme of Amalgamation	
<b>HALWASIYA AGRO INDUSTRIES LIMITED</b> (A Company incorporated under the provisions of the Companies Act, 1956, and having its registered office at IInd Floor, Eldeco Coporate Chamber-I, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh - 226010)	<b>(TRANSFEROR COMPANY NO. 1)</b>
<b>M A K SALES PRIVATE LIMITED</b> (A Company incorporated under the provisions of the Companies Act, 1956, and having its registered office at IInd Floor, Eldeco Coporate Chamber-I, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh - 226010)	<b>(TRANSFEROR COMPANY NO.2)</b>
<b>ELDECO HOUSING AND INDUSTRIES LIMITED</b> (A Company incorporated under the provisions of the Companies Act, 1956, and having its registered office at Shop No.16, Second Floor, Eldeco Station 1, Site No.1, Sector-12, Faridabad, Haryana - 121007)	<b>(TRANSFeree COMPANY)</b>

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**DIRECTOR**

**M.A.K. SALES PVT. LTD**

**DIRECTOR**

**Eldeco Housing And Industries Private Limited**

**Director**

➤ **PARTS OF THE SCHEME**

**This Scheme of Amalgamation is divided into the following Sections:**

- ✓ **SECTION: A** which deals with the definitions;
- ✓ **SECTION: B** which deals with the Details of Transferor Companies and the Transferee Company;
- ✓ **SECTION: C** which deals with the date on which the Scheme shall be operational;
- ✓ **SECTION: D** which deals with transfer and vesting of the entire undertakings of and by the Transferor Companies into the Transferee Company;
- ✓ **SECTION: E** which deals with the Dissolution of the Transferor Companies;
- ✓ **SECTION: F** which deals with the re-organisation of capital of the Transferee Company;
- ✓ **SECTION: G** which deals with accounting treatment for the amalgamation in the books of the Transferor Companies and of the Transferee Company;
- ✓ **SECTION: H** which deals with general terms and conditions applicable to the Scheme of Amalgamation.

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## SECTION: A- DEFINITIONS

### 1.1 Definitions

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

- (a) **"The Act"** means the Companies Act, 1956 (1 of 1956) and the Rules made there under for the provisions presently applicable or the Companies Act 2013 and the Rules made there under for the provisions presently applicable/notified;
- (b) **"The Appointed Date"** means commencement of business on 1<sup>st</sup> April, 2015 or such other date as the Hon'ble High Court may direct.
- (c) **"The Effective Date"** means the date on which the certified copy of the High Court Order sanctioning the Scheme of Amalgamation are filed with the concerned Registrar of Companies.
- (d) **"The Transferor Company No. 1"** means **HALWASIYA AGRO INDUSTRIES LIMITED** being a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at IInd Floor, Eldeco Coporate Chamber-I, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh - 226010.
- (e) **"The Transferor Company No. 2 "** means **M A K SALES PRIVATE LIMITED** being a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at IInd Floor, Eldeco Coporate Chamber-I, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh - 226010.
- (f) **"The Transferee Company"** means **ELDECO HOUSING AND INDUSTRIES LIMITED** being a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at S-16, Second Floor, Eldeco Station 1, Site No.1, Sector-12, Faridabad, Haryana - 121007.
- (g) **"This Scheme" or "the Scheme"** means the present Scheme of Amalgamation framed under the provisions of sections 391 and 394 of the Companies Act, 1956, and other applicable provisions, if any, where the Transferor Companies, proposed to be amalgamated with the Transferee Company in the present form or with any modification(s) approved or imposed or directed by Members/Creditors of the respective Companies and/or by any competent authority and/or by the Hon'ble High Court.

## SECTION: B - DETAILS OF TRANSFEROR COMPANIES AND THE TRANSFEE COMPANY

### 2.1 Details of the Transferor Company No. 1

- (i) That the Transferor Company No. 1 was incorporated under the provisions of the Companies Act, 1956 (hereinafter referred to as "the Act") on 8<sup>th</sup> November 1985 as a public limited company with the Registrar of Companies, Uttar Pradesh & Uttaranchal at Kanpur. The Certificate of Commencement of Business was obtained from the Registrar of Companies, Uttar Pradesh & Uttaranchal at Kanpur. The CIN of the Company is U21015UP1985PLC007522.

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- (ii) That the present Authorised Share Capital of the Transferor Company No. 1 is Rs. 50,00,000/- (Rupees Fifty Lac Only) divided into 5,00,000 (Five Lacs) Equity Shares of Rs. 10/- (Rupees Ten Only) each. The present Issued, Subscribed and Paid-up Share Capital of the Company is Rs. 40,00,000/- (Rupees Forty Lac Only) divided into 4,00,000 (Four Lacs) Equity Shares of Rs. 10/- (Rupees Ten Only) each.
- (iii) The Transferor Company No. 1 is an unlisted closely held Company.

## 2.2 Details of the Transferor Company No.2

- (i) That the Transferor Company No. 2 was incorporated under the provisions of the Companies Act, 1956 (hereinafter referred to as "the Act") on 15<sup>th</sup> December, 2003 as a private limited company with the Registrar of Companies, Uttar Pradesh & Uttaranchal at Kanpur. The CIN of the Company is U26106UP2003PTC027989.
- (ii) That the present Authorised Share Capital of the Transferor Company No. 6 is Rs. 5,00,000/- (Rupees Five Lacs Only) divided into 50,000 (Fifty Thousand) Equity Shares of Rs. 10/- (Rupees Ten Only) each. The present Issued, Subscribed and Paid-up Share Capital of the Company is Rs. 5,00,000/- (Rupees Fifty Lacs Only) divided into 50,000 (Fifty Thousand) Equity Shares of Rs. 10/- (Rupees Ten Only) each.
- (iii) The Transferor Company No. 2 is an unlisted closely held Company.

## 2.3 Details of the Transferee Company

- (i) That the Transferee Company was incorporated under the provisions of the Companies Act, 1956 (hereinafter referred to as "the Act") on 6<sup>th</sup> March 1985 as a public limited company with the Registrar of Companies, Uttar Pradesh & Uttaranchal at Kanpur in the name and style of "ELDECO HOUSING AND FINANCE LIMITED". The Certificate of Commencement of Business was obtained from the Registrar of Companies, Uttar Pradesh & Uttaranchal at Kanpur on 3<sup>rd</sup> July, 1985. After, obtaining the necessary approvals, the name of the Company was changed to its present name i.e., ELDECO HOUSING AND INDUSTRIES LIMITED and fresh Certificate of Incorporation consequent on change of name of the Company was issued by Registrar of Companies, Uttar Pradesh & Uttaranchal at Kanpur on 17<sup>th</sup> July 1990. Subsequently, the registered office of the Company was shifted from the State of Uttar Pradesh to National Capital Territory of Delhi and certificate of registration of Company Law Board Order for change of State was issued by the Registrar of Companies, NCT of Delhi & Haryana on 4th day of January 2010. Thereafter, again the registered office of the Company was shifted from the State of Delhi to the State of Haryana and certificate of registration of Company Law Board Order for change of State was issued by the Registrar of Companies, NCT of Delhi & Haryana on 9<sup>th</sup> November 2011. The CIN of the Company is L45202HR1985PLC044265.
- (ii) That the present Authorised Share Capital of the Transferee Company is Rs. 10,00,00,000/- (Rupees Ten Crore Only) divided into 1,00,00,000 (One Crore) Equity Shares of Rs. 10/- (Rupees Ten Only) each. The Issued, Subscribed and Paid-up Share Capital of the Company is Rs. 1,96,66,000/- (Rupees One Crore Ninety Six Lacs Sixty Six Thousand Only) divided into 19,66,600 (Nineteen Lacs Sixty Six Thousand Six Hundred) Equity Shares of Rs. 10/- (Rupees Ten Only) each.

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- (iii) The entire Share Capital of the Transferee Company is listed on Bombay Stock Exchange & UP Stock Exchange.

## 2.8 Status of the Companies

All the Transferor Companies are the Wholly Owned Subsidiary of the Transferee Company.

### SECTION: C – DATE OF OPERATION OF SCHEME

#### 3. Date when the Scheme comes into Operation

- 3.1 This Scheme shall be effective from the last of the dates, on which the certified copy of the High Court order under Sections 391 and 394 of the Act are filed in the office of the concerned Registrar of Companies. Such date is called as the Effective Date.
- 3.2 Though this Scheme shall become effective from the Effective Date, the provisions of this Scheme, so far as they relate to the transfer & vesting of undertaking(s) of the Transferor Companies into the Transferee Company, shall be applicable and come into operation from the Appointed Date.

### SECTION: D- TRANSFER & VESTING OF THE UNDERTAKING(S) OF THE TRANSFEROR COMPANIES INTO THE TRANSFEE COMPANY

#### 4.1 Transfer & Vesting of Undertaking(s) of the Transferor Companies into the Transferee Company

- (i) With effect from the commencement of business on 1<sup>st</sup> April, 2015, i.e., the Appointed Date, subject to the provisions of the Scheme in relation to the modalities of transfer and vesting, the undertaking and entire business and all immovable properties where so ever situated and incapable of passing by physical delivery as also all other assets, capital work-in-progress, current assets, investments, bookings and advances against bookings for/in residential and commercial plots and buildings, powers, authorities, allotments, approvals and consents, licenses, registrations, contracts, engagements, Amalgamation, rights, intellectual property rights, titles, interests, benefits, benefits of all agreements namely joint venture agreements, all records, files, papers, computer programs, manuals, data, catalogue, sales & advertising materials, lists & other details of present and former customers & suppliers, customer credit information, customer & suppliers pricing information and other record and other interest/ advantages of whatsoever nature belonging to or in the ownership, power, possession, control of or vested in or granted in favour of or enjoyed by the Transferor Companies, including but without being limited to, all licenses, liberties, easements, advantages, benefits, privileges, leases, tenancy rights, ownership, intellectual property rights including trademarks, brands, copy rights; quota rights, subsidies, capital subsidies, concessions, exemptions, sales tax exemptions, concessions/ obligations under EPCG/Advance/DEPB licenses, approvals, clearances, environmental clearances, authorizations, certification, quality certification, utilities, electricity connections, electronics and computer link ups, services of all types, reserves, provisions, funds, benefit of all agreements and all other interests arising to the respective Transferor Companies (hereinafter collectively referred

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to as "the said assets") shall, without any further act or deed or without payment of any duty or other charges, be transferred to and vested in the Transferee Company pursuant to the provisions of Section 394 of the Act, for all the estate, right, title and interest of the Transferor Companies therein so as to become the property of the Transferee Company but, subject to mortgages, charges and encumbrances, if any, then affecting the undertaking of the Transferor Companies without such charges in any way extending to the Transferee Company.

- (ii) Notwithstanding what is provided herein above, it is expressly provided that in respect to such of the said assets as are movable in nature or are otherwise capable of being transferred by physical delivery or by endorsement and delivery, the same shall be so transferred by the Transferor Companies to the Transferee Company after the Scheme is duly sanctioned and given effect to without requiring any order of the Court or any deed or instrument of conveyance for the same or without the payment of any duty or other charges and shall become the property of the Transferee Company accordingly.
- (iii) All the properties including freehold & leasehold properties, leases, estates, assets, rights, titles, interests licenses, approvals, permissions and authorities etc, as described in clause 4.1 (i) accrued to and/ or acquired by the Transferor Companies after the Appointed Date shall have been and deemed to have accrued to and / or acquired for and behalf of the Transferee Company and shall upon coming into effect of the Scheme, pursuant to the provisions of Section 394 of the Act and without any further act, instrument or deed, be and stand transferred to or vested in the Transferee Company to that extent and shall become the properties, leases, estates, assets, rights, title, interests, licenses, approvals, permissions and authorities etc. of the Transferee Company.
- (iv) Upon coming into effect of the Scheme, all taxes paid (including the Advance Tax/ Self Assessment Tax/TDS/ VAT/ Service Tax/ or such other Taxes or Cess etc.) by the Transferor Companies from the Appointed Date, regardless of the period to which they relate, shall be deemed to have been paid for and on behalf of and to the credit of the Transferee Company as effectively as if the Transferee Company had paid the same.
- (v) On and from the Appointed Date, all liabilities, provisions, duties and obligations including Income Tax and other statutory liabilities, if any, of every kind, nature and description of the Transferor Companies whether provided for or not in the books of accounts of the Transferor Companies shall devolve and shall stand transferred or be deemed to be transferred without any further act or deed, to the Transferee Company with effect from the Appointed Date and shall be the liabilities, provisions, duties and obligations of the Transferee Company.
- (vi) Without prejudice to the generality of the provisions contained in Clauses 4.1(i), (ii) & (iii) above, upon the Scheme becoming effective, the Transferee Company shall file such forms as may be required or necessary with the Registrar of Companies with respect to the charges and mortgages created or to be created.
- (vii) On the Scheme being effective, the Transferee Company shall be entitled to file/ revise its income tax returns, TDS Returns, Service Tax Returns & VAT Returns and other Statutory Returns, if required, and shall have right to claim refunds, depreciation benefits, advance tax credits, etc., if any, as also the income tax returns, filed by the Transferor Companies, so far as is necessitated on account of the Scheme becoming effective with effect from the Appointed Date under the Scheme.

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- (viii) Further aforesaid Transfer of Capital asset from the Transferor Companies to the Transferee company shall not amount to transfer under the Income Tax Act, 1961, in accordance with the provision of section 47 (vi) of the Income Tax Act, 1961 or such other enactment as may be applicable.
- (ix) It is clarified that since the Transferor Companies are the wholly owned subsidiary of the Transferee Company, the transfer of the undertakings of the Transferor Companies to the Transferee Company, in pursuance of this scheme shall be eligible to the benefit/exemption under notification No 1, dated January 16, 1937 issued under section 9(a) of the Indian Stamp Act, 1899 read with Notification No. M.599/X-501, dated 25<sup>th</sup> March 1942 issued by Finance Department Government of Uttar Pradesh.
- 4.2 Without prejudice to Clause 4.1, all debentures, bonds or other debt securities, if any, of the Transferor Companies relating to the liabilities comprised in the Undertaking(s) of the Transferor Companies, whether convertible into equity or otherwise (hereinafter referred to as the "Debt Securities") shall, pursuant to the provisions of Sections 391 to 394 and other relevant provisions of the Act, without any further act, instrument or deed, become the Debt Securities of the Transferee Company on the same terms and conditions except to the extent modified under the provisions of this Scheme and all rights, powers, duties and obligations in relation thereto shall be and stand transferred to and vested in or be deemed to have been transferred to and vested in and shall be exercised by or against the Transferee Company to the same extent as if it were the Transferor Companies in respect of the Debt Securities so transferred.
- 4.3 (a) The transfer and vesting of the assets of the Transferor Companies to and in the Transferee Company under Clause 4.1 of this Scheme shall be subject to the mortgages and charges, if any, affecting the same as hereinafter provided.
- (b) The existing securities, mortgages, charges, encumbrances or liens (the "Encumbrances") or those, if any created by the Transferor Companies after the Appointed Date, in terms of this Scheme, over its assets to the Transferee Company by virtue of this Scheme, shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which, they relate or were attached prior to the Effective Date and as are transferred to the Transferee Company, and such Encumbrances shall not relate or attach to any of the other assets of that Transferee Company. Provided, that no Encumbrances shall have been created by the Transferor Companies in relation to any of the Undertaking(s) of the Transferor Companies after the Appointed Date without prior written consent of the Transferee Company.
- (c) Without prejudice to the provisions of the foregoing clauses and upon the effectiveness of this Scheme, the Transferor Companies and the Transferee Company shall execute any instruments or documents or do all the acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the concerned Registrar of Companies to give formal effect to the above provisions, if required.
- (d) Subject to the necessary consents being obtained in accordance with the terms of this Scheme, the provisions of this Clause 4.3 shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings shall stand modified and/or superseded by the foregoing provisions.

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**5. Contracts, deeds & Legal proceedings etc. relating to the Transferor Companies**

- 5.1 Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements and other instruments of whatsoever nature, to which the Transferor Companies is a party, subsisting or having effect immediately before or after the Effective date, shall remain 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 Companies, the Transferee Company had been a party thereto.
- 5.2 The transfer of the said assets and liabilities of the Transferor Companies to the Transferee Company and the continuance of all the contracts or legal proceedings by or against the Transferee Company shall not affect any contract or proceedings relating to the said assets or the liabilities already concluded by the Transferor Companies on or after the Appointed Date.
- 5.3 The Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds of confirmation in favour of the secured creditors of the Transferor Companies or in favour of any other party to any contract or Amalgamation to which the Transferor Companies was a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of this Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and, to implement and carry out all such formalities or compliance referred to above on the part/benefit of the Transferor Companies to be carried out or performed.
- 5.4 All legal proceedings of whatever nature by or against the Transferor Companies pending on the Effective Date, shall not be abated, be discontinued or be, in any way, prejudicially affected by reason of the transfer of the undertaking of the Transferor Companies or of anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Companies as if the Scheme had not been made.

**6. Transfer at Book Values**

All the assets, properties and liabilities of the Transferor Companies shall be transferred to the Transferee Company at the values appearing in the books of the Transferor Companies (at historical cost less depreciation) as at 1<sup>st</sup> April 2015.

**7. Conduct of Business**

- 7.1 The Transferor Companies, with effect from the Appointed Date and up to and including the Effective Date:
- (a) shall be deemed to have been carrying on and to be carrying on all business and activities relating the Transferor Companies and shall hold and stand possessed of and shall be deemed to hold and stand possessed of all the estates, assets, rights, title, interest, authorities, contracts, investments and strategic decisions of the Transferor Companies for and on account of, and in trust for, the Transferee Company;
- (b) all profits and income accruing or arising to the Transferor Companies, and losses and expenditure arising or incurred by the Transferor Companies (including taxes, if any, accruing or paid in relation to any profits or income) based on the audited accounts of the Transferor Companies shall, for all purposes, be treated as and be deemed to be the

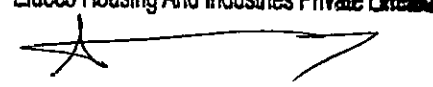
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profits, income, losses or expenditure, as the case may be, of the Transferee Company; and

- (c) any of the rights, powers, authorities, privileges, attached, related or pertaining to the Transferor Companies exercised by the Transferor Companies shall be deemed to have been exercised by the Transferor Companies for and on behalf of, and in trust for and as an agent of the Transferee Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Transferor Companies that have been undertaken or discharged by the Transferor Companies shall be deemed to have been undertaken for and on behalf of and as an agent for the Transferee Company.

7.2 With effect from the Appointed Date and until the Effective Date, the Transferor Companies undertakes that it will preserve and carry on the business of the Transferor Companies with reasonable diligence and business prudence and shall not undertake financial commitments or sell, transfer, alienate, charge, mortgage, or encumber any of the Undertaking(s) of the Transferor Companies or any part thereof save and except in each case:

- (a) if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the High Court; or
- (b) if the same is expressly permitted by this Scheme; or
- (c) if the prior written consent of the Board of Directors of the Transferee Company has been obtained.

7.3 As and from the Appointed Date and till the Effective Date:

- (a) All debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations as on 1<sup>st</sup> April 2015, whether or not provided in the books of the Transferor Companies in, and all debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations relating thereto which arise or accrue to the Transferor Companies on or after the Appointed Date in accordance with this Scheme, shall be deemed to be the debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations of the Transferee Company.
- (b) All assets and properties comprised in the Transferor Companies as on the date immediately preceding the Appointed Date, whether or not included in the books of the Transferor Companies, and all assets and properties relating thereto, which are acquired by the Transferor Companies in relation to any of the Undertaking(s) of the Transferor Companies, on or after the Appointed Date, in accordance with this Scheme, shall be deemed to be the assets and properties of the Transferee Company.

## 8. Employees

- a. All the employees of the Transferor Companies in service on the date immediately preceding the date on which the Scheme finally takes effect, i.e., the Effective Date, shall become the employees of the Transferee Company on such date without any break or interruption in service and upon terms and conditions not less favorable than those subsisting in the Transferor Companies on the said date.

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- b. Provident Fund, Gratuity Fund, Superannuation Fund and any other special fund or trusts created or existing for the benefit of the employees of the Transferor Companies, if any, upon the Scheme becoming finally effective, the Transferee Company shall stand substituted for the Transferor Companies for all purposes and intents, whatsoever, relating to the administration or operation of such schemes or funds or in relation to the obligation to make contributions to the said funds in accordance with the provisions of such funds. It is the intent that all the rights, duties, powers and obligations of the Transferor Companies in relation to such funds shall become those of the Transferee Company. It is clarified that the services of the employees of the Transferor Companies will be treated as having been continued for the purpose of the aforesaid funds or provisions.

#### 9. Saving of Concluded Transactions

The transfer and vesting of the assets, liabilities and obligations of the Transferor Companies under Clause 4-8 hereof shall not affect any transactions or proceedings already completed by the Transferor Companies on or before the Appointed Date to the end and intent that, of the Transferee Company accept all acts, deeds and things done and executed by and/or on behalf of the Transferor Companies in terms of this Scheme of Amalgamation as acts, deeds and things made, done and executed by and on behalf of that Transferee Company.

### SECTION: E- DISSOLUTION OF TRANSFEROR COMPANIES

#### 10. Dissolution of the Transferor Companies

On this Scheme, becoming effective as provided in Clause 3.1 above, the Transferor Companies shall stand dissolved without the process of winding up.

### SECTION: F - REORGANISATION OF CAPITAL

#### 11. Provisions to prevail

The provisions of this Section shall operate notwithstanding anything to the contrary in this Scheme.

#### 12. Re-organisation of share capital

In consideration of the transfer and vesting of the Undertaking(s) of the Transferor Companies in the Transferee Company in accordance with the provisions of Section D of this Scheme and as an integral part of this Scheme, the share capital of the Transferee Company shall be increased in the manner set out in Clauses 13 & 14 below.

#### 13. Issue of shares by the Transferee Company

The Transferor Companies being the Wholly Owned Subsidiary of the Transferee Company, upon the Scheme finally coming into effect and in consideration of the transfer and vesting of all the said assets and liabilities of the Transferor Companies to the Transferee Company in terms of the Scheme, the investment in the Shares of the Transferor Companies by the Transferee Company shall stand cancelled and accordingly no Shares shall be issue or allotted to the Shareholders of the Transferor Companies.

#### 14. Increase in share capital

- 14.1. The Authorized Share Capital of the Transferor Companies will get merged to form new Authorized Share Capital of ELDECO HOUSING AND INDUSTRIES LIMITED (the Transferee Company). Accordingly, the authorised share capital of the Transferee Company shall stand increased to that extent without payment of any fees or charges to the Registrar of Companies and/or to any other government

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authority and the Memorandum of Association of the Transferee Company shall without any further act, instrument or deed be and stand altered, modified and amended pursuant to Section 13, 61 & 64 of the Companies Act, 2013 and Section 394 of the Companies Act, 1956 as follows:-

Clause V of the Memorandum of Association of the Transferee Company shall read as under:

*"The Authorized Share Capital of the Company is Rs. 10, 55, 00,000/- (Rupees Ten Crore Fifty Five Lacs Only) divided into divided into 1, 05, 50,000 (One Crore Five Lacs Fifty Thousand) Equity Shares of Rs. 10/- (Rupees Ten Only) each."*

- 14.2 The Transferee Company shall further increase/modify its Authorised Share Capital for implementing the terms of the Scheme, to the extent necessary.
- 14.3 Further the resolution approving the Scheme shall be deemed to be the approval of the Shareholders of the Transferee Company under Section 13, 14 & 61 and other applicable provisions of the Companies Act, 2013 and no further approval or resolution of the Shareholders will be required for alteration/modification of the Authorized Share Capital of the Transferee Company in the Memorandum & Articles of Association of the Transferee Company.
- 14.4 The Transferee Company shall file the necessary forms/ documents/ intimations with the statutory authorities including the Registrar of Companies to get the increase in the share capital and amendment in the Articles of Association affected in the records of the Registrar of Companies.

#### SECTION: G -ACCOUNTING TREATMENT

15. Upon the Scheme becoming effective, amalgamation of the Transferor Companies with the Transferee Company will be accounted in the following manner:
  - a. The amalgamation shall be an 'Amalgamation in the nature of Merger' as defined in the Accounting Standard (AS) 14 issued by the Institute of Chartered Accountants of India and shall be accounted for under the 'pooling of interests' method in accordance with the said AS-14.
  - b. Accordingly, all the assets and liabilities recorded in the books of the Transferor Companies shall be transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company at the respective book values in the books of the Transferor Companies respectively, as on the Appointed Date.
  - c. Inter-company balances, if any, will stand cancelled.
  - d. All the reserves of the Transferor Companies under different heads shall become the corresponding reserves of the Transferee Company. The Free Reserves shall be in accordance with the provisions of section 2(43) of the Companies Act, 2013
  - e. The debit balance of the Profit & Loss Account of the Transferor/Transferee Companies, if any, will be adjusted/ offset against the credit balance of the Profit & Loss Account of the (other) Transferor/Transferee Companies.
  - f. In terms of the provisions of the Accounting Standard 14, any surplus/deficit arising out of Amalgamation shall be adjusted in the General Reserve or such other reserves of the Transferee Company.

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- g. Accounting policies of the Transferor Companies will be harmonized with that of the Transferee Company following the amalgamation.

### **SECTION: H- GENERAL TERMS AND CONDITIONS**

#### **16. Dividends**

- (a) The Transferor Companies and the Transferee Company shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period after the Appointed Date and prior to the Effective Date, Provided that the shareholders of the Transferor Companies shall not be entitled to dividend, if any, declared and paid by a Transferee Company to its shareholders for the accounting period prior to the Appointed Date.
- (b) The holders of the shares of the Transferor Companies and the Transferee Company shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective Articles of Association including the right to receive dividends.
- (c) It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any member of the Transferor Companies and/or the Transferee Company to demand or claim any dividends which, subject to the provisions of the said Act, shall be entirely at the discretion of the respective Boards of Directors of the Transferor Companies and the Transferee Company and subject to the approval of the shareholders of the Transferor Companies and the Transferee Company respectively.

#### **17. Approvals**

The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central Government or any State Government and all other agencies, departments and authorities concerned as may be necessary under any law for such consents, approvals and sanctions which the Transferee Company may require to own the Undertaking(s) of the Transferor Companies and carry on the business relating to the Undertaking(s) of the Transferor Companies.

#### **18. Filing of Applications**

The Transferor Companies and the Transferee Company shall make joint/separate application(s)/ petition(s) under the provisions of sections 391 & 394 of the Companies Act, 1956, the Companies (Court) Rules, 1959 and other applicable provisions, if any, to the Hon'ble High Court of Punjab & Haryana at Chandigarh & Hon'ble High Court of Judicature at Allahabad and for sanctioning of this Scheme and other connected matters.

#### **19. Modification of Scheme**

- (a) The Transferor Companies and the Transferee Company by their respective Boards of Directors or any committee thereof or any director authorised in that behalf (hereinafter referred to as the "Delegate") may assent to, or make, from time to time, any modifications or amendments or additions to this Scheme which the High Court or any authorities under law may deem fit to approve of or impose and which the Transferor Companies and the Transferee Company may in their discretion accept such modifications or amendments or additions as the Transferor Companies and the Transferee Company or as the case may be, their respective Delegate may deem fit, or required for the purpose of resolving any doubts or difficulties that may arise for carrying out this Scheme, and the Transferor Companies and the Transferee Company by their respective Boards of Directors

Halwasiya Agro Industries Limited

DIRECTOR

M.A.K. SALES PVT. LTD.

DIRECTOR

Eldeco Housing And Industries Private Limited

Director

or Delegate are hereby authorised to do, perform 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.

- (b) Further, approval of the Board of Directors of the respective companies shall be sufficient to carry on the modification/ amendment in the Scheme, no further approval/ consent (i.e. NOC) from the shareholders of the respective companies shall be required to carry of the said modification/ amendment in the Scheme.
- (c) In the event that any conditions may be imposed by the High Court or any authorities, which the Transferor Companies or the Transferee Company find unacceptable for any reason, then Transferor Companies and/ or the Transferee Company shall be at liberty to withdraw the Scheme. The aforesaid powers of the Transferor Companies and the Transferee Company may be exercised by the Board of Directors of the respective companies.
- (d) For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the Delegates (acting jointly) of the Transferor Companies and the Transferee Company may give such directions as they may consider necessary to settle any question or difficulty arising under this Scheme or in regard to and of the meaning or interpretation of this Scheme or implementation thereof or in any matter whatsoever connected therewith (including any question or difficulty arising in connection with any deceased or insolvent shareholders, depositors or debenture holders of the respective Companies), or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any of those conditions (to the extent permissible under law).

## 20. Scheme Conditional Upon

This Scheme is conditional upon and subject to:

- (a) This Scheme being agreed to by the respective requisite majorities of the various classes of members and creditors (where applicable) of the Transferor Companies and the Transferee Company as required under the Act and the requisite orders of the High Court;
- (b) The requisite sanctions and approvals including but not limited to in-principle approvals, sanctions of any Governmental Authority, as may be required by law in respect of this Scheme being obtained; and
- (d) The certified copy of the order of the High Court sanctioning this Scheme being filed with the Registrar of Companies, Kanpur & the Registrar of Companies, NCT of Delhi & Haryana.

## 21. Indemnity

In the event of non fulfillment of any or all obligations under this Scheme by any party towards any other party, inter-se or to third parties, the non performance of which will place any other party under any obligation, then the defaulting party will indemnify all costs and interest to such other affected party.

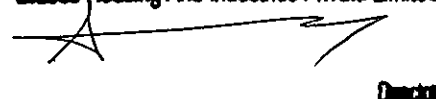
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**22. Costs, Charges, etc.**

All costs, charges and expenses of the Transferor Companies and the Transferee Company incurred in relation to or in connection with this Scheme or incidental to the completion of the Amalgamation in pursuance of this Scheme, shall be borne and paid by the Transferee Company. However, in the event of the Scheme becoming invalid for any reason whatsoever, all costs, charges and expenses relating to the amalgamation exercise or incidental thereto shall be borne and paid by the respective Companies incurring the same.

**23. Validity of the Scheme**

- (i) In the event of this Scheme failing to take effect within 15 months of first filing in High Court or such later date as may be agreed by the respective Boards of Directors of the Transferor Companies and the Transferee Company, this Scheme shall stand revoked, cancelled and be of no effect and become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se by the parties or their shareholders or creditors or employees or any other person. In such case, each Company shall bear its own costs, charges and expenses or shall bear costs, charges and expenses as may be mutually agreed.
- (ii) The Transferee Company shall be at liberty to withdraw this Scheme at any time as may be mutually agreed by the Transferee Company and the Transferor Companies. In such case, the Transferee Company and the Transferor Companies shall bear their own costs and expenses, or as may be mutually agreed amongst them.

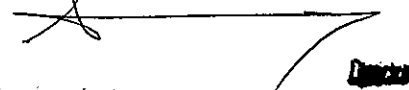
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