



Appearance before NCLT/NCLAT

Nipun Singhvi

Founding Partner

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Certified IFRS, Certified Forensic Accountant, Certified
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NCLT : Whether Court or Tribunal?



NCLT is formed
under Companies
Act, 2013



Powers under
NCLT Rules, 2016



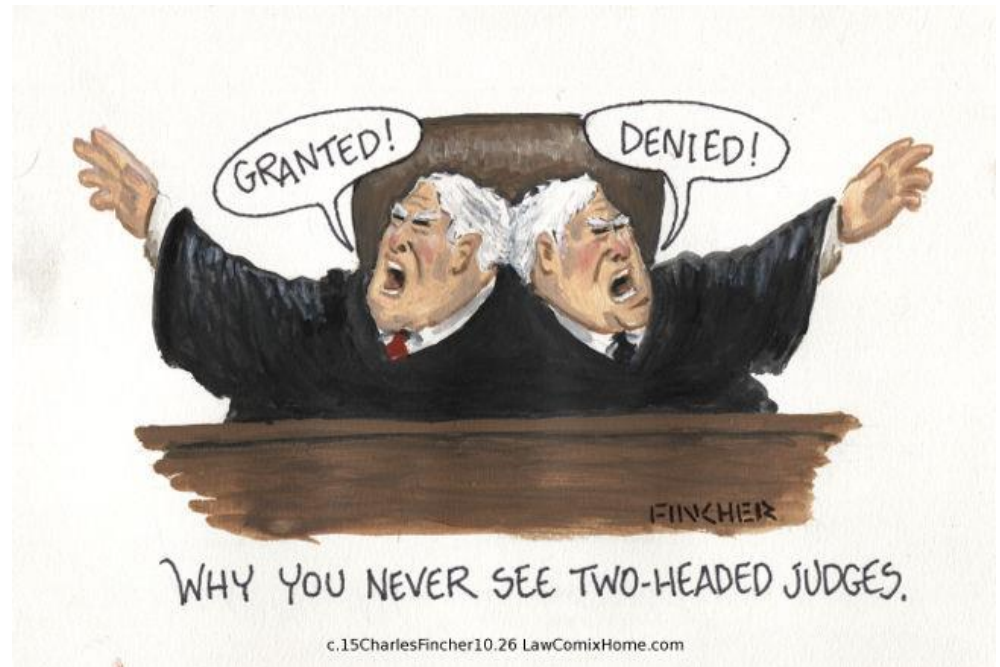
Companies
Act, 2013 –
12.09.2013



NCLT came in
01.06.2016

NCLT : Technical and Judicial Member

- Mandatory or Optional
- Madras Bar Association Vs. Union of India
- Nipun P Singhvi Vs. Union of India



- Jurisdiction
- Court is Civil and Criminal ?
- Procedure CPC, CrPC

Section 424 of the Companies Act, 2013

424. (1) The Tribunal and the Appellate Tribunal shall not, while disposing of any proceeding before it or, as the case may be, an appeal before it, be bound by the procedure laid down in the Code of Civil Procedure, 1908, but shall be guided by the principles of natural justice, and, subject to the other provisions of this Act [1\["or of the Insolvency and Bankruptcy Code, 2016"\]](#) and of any rules made thereunder, the Tribunal and the Appellate Tribunal shall have power to regulate their own procedure.

(2) The Tribunal and the Appellate Tribunal shall have, for the purposes of discharging their functions under this Act [1\["or under the Insolvency and Bankruptcy Code, 2016"\]](#), the same powers as are vested in a civil court under the Code of Civil Procedure, 1908 while trying a suit in respect of the following matters, namely:—

- (a) summoning and enforcing the attendance of any person and examining him on oath;*
- (b) requiring the discovery and production of documents;*
- (c) receiving evidence on affidavits;*
- (d) subject to the provisions of sections 123 and 124 of the Indian Evidence Act, 1872, requisitioning any public record or document or a copy of such record or document from any office;*
- (e) issuing commissions for the examination of witnesses or documents;*
- (f) dismissing a representation for default or deciding it ex parte;*
- (g) setting aside any order of dismissal of any representation for default or any order passed by it ex parte; and*
- (h) any other matter which may be prescribed.*

Section 424 of the Companies Act, 2013

(3) Any order made by the Tribunal or the Appellate Tribunal may be enforced by that Tribunal in the same manner as if it were a decree made by a court in a suit pending therein, and it shall be lawful for the Tribunal or the Appellate Tribunal to send for execution of its orders to the court within the local limits of whose jurisdiction,—

(a) in the case of an order against a company, the registered office of the company is situate; or

(b) in the case of an order against any other person, the person concerned voluntarily resides or carries on business or personally works for gain.

(4) All proceedings before the Tribunal or the Appellate Tribunal shall be deemed to be judicial proceedings within the meaning of sections 193 and 228, and for the purposes of section 196 of the Indian Penal Code, and the Tribunal and the Appellate Tribunal shall be deemed to be civil court for the purposes of section 195 and Chapter XXVI of the Code of Criminal Procedure, 1973.

NCLT : Non –obedience of order

- Contempt of Court Act, 1971

6 months

imprisonment : Civil

confinement

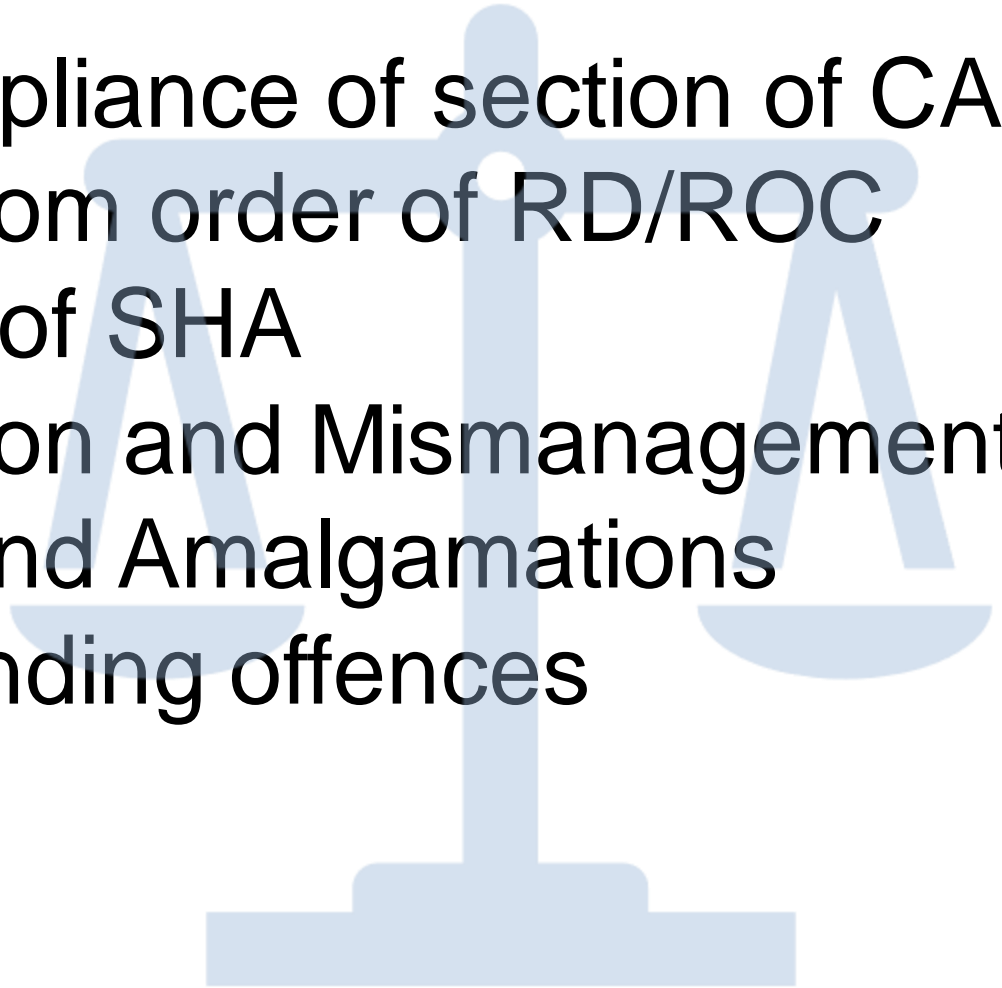


S.N O.	Name Of Bench	Location	Territorial Jurisdiction of the Bench
1	(a) National Company Law Tribunal, Principal Bench. (b) National Company Law Tribunal, New Delhi Bench.	New Delhi	(1) Union territory of Delhi.
2	(a) National Company Law Tribunal, Ahmedabad Bench.	Ahmedabad	(1) State of Gujarat (2) Union Territory of Dadra and Nagar Haveli (3) Union Territory of Daman and Diu
3	National Company Law Tribunal, Allahabad Bench.	Allahabad	(1) State of Uttar Pradesh. (2) State of Uttarakhand.
4	National Company Law Tribunal, Amaravati Bench.	Hyderabad	(1) State of Andhra Pradesh
5	National Company Law Tribunal, Bengaluru Bench.	Bengaluru	(1) State of Karnataka.
6	National Company Law Tribunal, Chandigarh Bench.	Chandigarh	(1) State of Himachal Pradesh. (2) State of Jammu and Kashmir. (3) State of Punjab. (4) Union territory of Chandigarh. (5) State of Haryana.
7	National Company Law Tribunal, Chennai Bench.	Chennai	(1) State of Tamil Nadu. (2) Union territory of Puducherry.

S.N O.	Name Of Bench	Location	Territorial Jurisdiction of the Bench
10	National Company Law Tribunal, Hyderabad Bench.	Hyderabad	(1) State of Telangana.
11	National Company Law Tribunal, Indore Bench.	Ahmedabad	(1) State of Madhya Pradesh
12	National Company Law Tribunal, Jaipur Bench.	Jaipur	(1) State of Rajasthan.
13	National Company Law Tribunal, Kochi Bench.	Kochi	(1) State of Kerala (2) Union Territory of Laksha
14	National Company Law Tribunal, Kolkata Bench.	Kolkata Bench	(1) State of Bihar. (2) State of Jharkhand. (3) State of West Bengal. (4) Union territory of Andaman and Nicobar Islands.
15	National Company Law Tribunal, Mumbai Bench.	Mumbai Bench	(1) State of Goa. (2) State of Maharashtra.

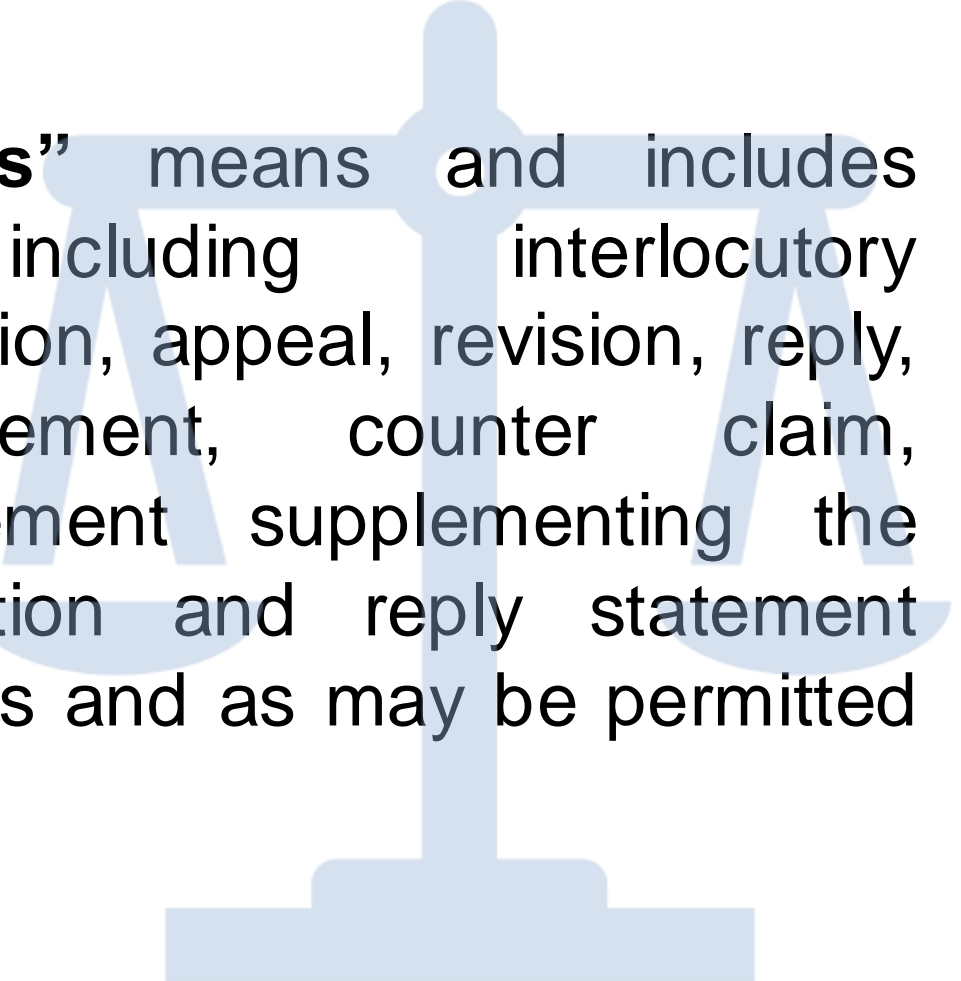
Practise Area

- ☐ Non-compliance of section of CA
- ☐ Appeal from order of RD/ROC
- ☐ Violation of SHA
- ☐ Oppression and Mismanagement
- ☐ Merger and Amalgamations
- ☐ Compounding offences



NCLT Rules

(19) “pleadings” means and includes application including interlocutory application, petition, appeal, revision, reply, rejoinder, statement, counter claim, additional statement supplementing the original application and reply statement under these rules and as may be permitted by the Tribunal;



S.No.	Section CA'13	Nature of application / petition	Fees
1.	Sec.7 (7)	Application to Tribunal where company has been incorporated by furnishing false or incorrect info or by any fraudulent action.	5,000/-
2.	Sec.55 (3)	Application for issue further redeemable preferences shares.	5,000/-
3.	Sec.58 (3)	Appeal against refusal of registration of shares.	1,000/-
4.	Sec.59	Appeal for rectification of register of member.	1,000/-
5.	Sec.62 (4)	Appeal against order of Govt. fixing terms and conditions for conversion of debentures and shares.	5,000/-
6.	Sec.71 (9)	Petition by Debenture-trustees.	2,000/-
7.	Sec.71 (10)	Application in the event of failure of redeeming of debentures.	1,000/-
8.	Sec.73 (4)	Application by deposition for repayment of deposit or interest.	500/-
9.	Sec.74 (2)	Application to allow further time as considered reasonable to the company to repay deposits.	5,000/-
10.	Sec.97 (1)	Application for calling of Annual General meeting.	1,000/-
11.	Sec.98 (1)	Application for calling of general meeting of company other than annual general meeting	1,000/-
12.	Sec.119(4)	Petition to pass an order directing immediate inspection of minute's books or directing a copy thereof be sent forthwith to persons requiring it	500/-

15.	Sec. 130 (1)	Application for re-opening of books of account, if made by any person other than Central Government, Income Tax authorities, SEBI or any other statutory regulatory body or authority.	5,000/-
16.	Sec. 131 (1)	Application by company for voluntary revision of financial statement on Board's report.	5,000/-
17.	Sec. 140 (4)	Application for not sending the copy of representation of auditor to the members.	1,000/-
18.	Sec. 140 (5)	Application by any other person concerned for change of auditors.	2,000/-
19.	Sec. 169 (4)	Application for not sending copies of representation	1,000/-
20.	Sec. 213	Application to Tribunal for investigation into company affairs.	5,000/-
21.	Sec. 218 (1)	Application for approval for action proposed against employee.	1,000/-
22.	Sec. 222 (1)	Application for imposition of restrictions on securities.	2,500/-
23.	Sec. 241 (1)	Application in cases of oppression and mismanagement.	10,000/-
24.	Sec. 242 (4)	Application for regulating the conduct of company.	2,500/-
25.	Sec. 243 (1) (b)	Application for appointment as Managing Director	5,000/-
26.	Sec. 244 (1)	Application for waiver of requirement specified in clause (a) or (b) of Sec. 244 (1)	2,500/-
27.	Sec 252	Revival of Companies when struck off by ROC	1,000/-
28.	Sec 245	Class action suits	5000/-
29.	Sec. 441	Application for compounding of certain offences.	1,000/-
30.	Sec 421	Appeals to NCLAT	5,000/-
31.	Application under any other provisions specifically not mentioned herein above		1,000/-

FORMS OF NCLT

FORMS	PARTICULARS	RULES
NCLT 1	Petition/Application attachments Or IA alongwith	Rule 34
NCLT 2	Notice of Admission	Rules 34
NCLT 3	Notice of Motion	Rule 34
NCLT 3A	Advertisement dealing Petition	Rule 35
NCLT 3B	Individual Notice of Petition/ Application to Creditors, Members etc	Rule 68
NCLT 3C	Lodging of Caveat	Rule 25
NCLT 4	Memorandum of Caveat	
NCLT 5	Notice to Opposite Party	Rule 37
NCLT 6	General Affidavit Verifying Petition	Rule 34
NCLT 7	Affidavit by way of Evidence	Rule 39
NCLT 8	Application for Execution of Orders	Order 21, Rule 11
NCLT 9	General Form if no specific form given	

FORMS	PARTICULARS	RULE
NCLT 10	Application for registration of intern of authorised representative	Rule 46
NCLT 11	Application u/s 71(9), 74(10), 73(4) or u/s 74(2) & 76(2)	
NCLT 12	Memorandum of Appearance	Rule 45
NCLT 13	Public Notice of Petition u/s 245	Rule 87
NCLT 14	Affidavit of illiterate, visually challenged person	Rule 128
NCLT 15	Application for production of documents, form of summons	Rule 131
NCLT 16	Form recording of Depositions	Rule 140
NCLT 17	Certificate of Discharge	Rule 142
NCLT 18	Register of Appeals	



Respondent
Defendant

Petitioner/
Applicant

LEFT

RIGHT



Sir?

Ask for time in case you are not prepared

Lordship ?

Brief and can take adjournment

My Honour ?

Sorry/ Tender Apology in case you are not aware



- Finger pointing
- Ask for Copy of case laws referred
- Liberty to file written submissions





- **Cause list**
 - **Mentioning**
 - **Pagination**
 - **Notarized**
- Plaint**
 - Reply**
 - Rejoinder**
 - Sur-rejoinder**



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Corporate Disputes and Probable Solutions

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Qualified ID (Ministry of Corporate Affairs)



Agenda Items

- Brand name dispute
- Mediation remedy under CA and IBC
- Doctrine of Group Companies
 - Videocon case
 - MTNL Vs Canara bank
- Tata Vs Mistry case
- ILFS case :
 - Reopening of accounts
 - Revision of F/S & B/R

Trademark Dispute



Kamdhenu Ispat Limited & Ors . Vs Kamdhenu Cement Limited Ors.

MANU/DE/1065/2010- Delhi HC

Family settlement between brothers and company
divided on the basis of business

KIL – Kamdhenu for TMT Bars, Steel Saria, etc

KCL – Cements, POP, etc.

“Kamdhenu” brand
Kamdhenu Gold

*Kamdhenu Ispat Limited & Ors . Vs Kamdhenu Cement
Limited Ors.*

Issues



KIL – Sampurna Suraksha ki Guarantee
सम्पूर्ण सुरक्षा की गारंटी

KCL – Hum dete hain Sampurn Suraksha ki
Guarantee
हम देते सम्पूर्ण सुरक्षा की गारंटी

Issues



*Kamdhenu Ispat Limited & Ors . Vs Kamdhenu
Cement Limited Ors.*

KIL – PRIME GOLD

KCL –KAMDHENU GOLD

Website KCL : www.kamdhenusspipes.com

Sec. 16 The Companies Act, 2013.

6. (1) If, through inadvertence or otherwise, a company on its first registration or on its registration by a new name, is registered by a name which,—

- (a) in the opinion of the Central Government, is **identical** with or **too nearly resembles** the name by which a company in existence had been previously registered, whether under this Act or any previous company law, it may direct the company to change its name and the company shall change its name or new name, as the case may be, within a ***period of 3 months from the issue of such direction, after adopting an ordinary resolution for the purpose;***

Sec. 16 The Companies Act, 2013.

- (b) on an application by a registered proprietor of a trade mark that the name is identical with or too nearly resembles to a registered trade mark of such proprietor under the ***Trade Marks Act, 1999***, made to the Central Government within **three years** of incorporation or registration or change of name of the company, whether under this Act or any previous company law, in the opinion of the Central Government, is identical with or too nearly resembles to an existing **trade mark**, it may direct the company to change its name and the company shall change its name or new name, as the case may be, within a period of **six months** from the issue of such direction, after adopting an ordinary resolution for the purpose.

Common Law Remedy Vs. CA 2013

Civil Remedy in case of Unregistered Trademark

- Prior User
- Cogent and Continuous user Evidence
- Approach High court/District Court(AA)
- Time Consuming and Costly
- Remedy Under Civil Law (Passing off) and Trade Marks Act, 1999 (Infringement) is always available subject to Limitation Act.

Remedy in Case of Registered Trademark

- Application U/S 16 of CA 2013
- Trademark Registration Certificate As Powerful Evidence
- Cost effective

Vardhaman Crop Nutrient Pvt Ltd Vs. UOI

- Vardhaman Fertilizers and Seeds Pvt. Ltd incorporated in 1987
- Using Brand “Vardhaman” Since 1991 for It’s Products
- Registered Trademark Since 2007
- Vardhaman Crop Incorporated in 2009
- Using Brand Since 2011
- Effects of the same Name
 - Confusion and Deception
 - Loss of Business
 - Loss of Reputation and Goodwill
 - 421 Companies with prefix Vardhaman (Def. Plea)
- Remedy
 - Filed Application U/S 22 of CA 1956
 - RD ordered in favour of Applicant
 - Order confirmed by SB and DB in High Court

Family Disputes

Ajanta India Ltd Vs. Ajanta Ltd



Reliance -Different logos same name



Dispute & Mediation



Disputes under Companies Act, 2013

Dispute amongst Directors

Family dispute

Partners dispute

Ex-employee disputes

Shareholders dispute

Mediation under Companies Act

Section 442

The Companies Act, 2013 has inserted Section 442 to it which was effective from 01.04.2014 however, rules for mediation and conciliation were notified only with effect from 09.09.2016.

Section 442 of the Companies Act 2013:

(1)The Central Government shall maintain a panel of experts to be called as the **Mediation and Conciliation Panel** consisting of such number of experts having such qualifications as may be prescribed for mediation between the parties during the pendency of any proceedings before the Central Government or the Tribunal or the Appellate Tribunal under this Act.

(2)Any of the parties to the proceedings may, at any time during the proceedings before the **Central Government or the Tribunal or the Appellate Tribunal**, apply to the Central Government or the Tribunal or the Appellate Tribunal, as the case may be, in such form along with such fees as may be prescribed, for referring the matter pertaining to such proceedings to the Mediation and Conciliation Panel and the Central Government or Tribunal or the Appellate Tribunal, as the case may be, shall appoint one or more experts from the panel referred to in sub-section (1).

Mediation under Companies Act Section 442

(3) The **Central Government or the Tribunal or the Appellate Tribunal** before which any proceeding is pending may, suomotu, refer any matter pertaining to such proceeding to such number of experts from the Mediation and Conciliation Panel as the Central Government or the Tribunal or the Appellate Tribunal, as the case may be, deems fit.

(4) The fee and other terms and conditions of experts of the Mediation and Conciliation Panel shall be such as may be prescribed.

(5) The Mediation and Conciliation Panel shall follow such procedure as may be prescribed and dispose of the matter referred to it within a period of **three months** from the date of such reference and forward its recommendations to the Central Government or the Tribunal or the Appellate Tribunal, as the case may be.

(6) Any party aggrieved by the recommendation of the **Mediation and Conciliation Panel** may file objections to the Central Government or the Tribunal or the Appellate Tribunal, as the case may be.

Rule 6 of The Companies (Mediation and Conciliation) Rules, 2016

Application for appointment of Mediator or Conciliator and his appointment –

(1)(a) Parties concerned may agree on the name of the sole mediator or conciliator for mediation or conciliation between them;

(b) Where, there are two or more sets of parties and are unable to agree on a sole mediator or conciliator, the Central Government or the Tribunal or the Appellate Tribunal may ask each party to nominate the mediator or conciliator or the Central Government or the Tribunal or the Appellate Tribunal may appoint the mediator or conciliator, as may be deemed necessary for mediation or conciliation between the parties.

(2) The application to the Central Government or the Tribunal or the Appellate Tribunal, as the case may be, for referring the matter pertaining to any proceeding pending before it for mediation or conciliation shall be in Form MDC-2 and shall be accompanied with a fee of one thousand rupees.

Rule 6 of The Companies (Mediation and Conciliation) Rules, 2016

(3) On receipt of an application under sub-rule (2), the Central Government or the Tribunal or the Appellate Tribunal shall appoint one or more experts from the panel.

(4) The Central Government or the Tribunal or the Appellate Tribunal, as the case may be, before which any proceeding is pending may, suo motu, refer any matter pertaining to such proceeding to such number of experts from the Mediation and Conciliation Panel, if it deems fit in the interest of parties.

Rule 11 of The Companies (Mediation and Conciliation) Rules, 2016

11. Procedure for disposal of matters .—(1) For the purposes of mediation and conciliation, the mediator or conciliator shall follow the following procedure, namely:-

- (i) he shall fix, in consultation with the parties, the dates and the time of each mediation or conciliation session, where all parties have to be present ;
- (ii) he shall hold the mediation or conciliation at the place decided by the Central Government or the Tribunal or the Appellate Tribunal, as the case may be, or such other place where the parties and the mediator or conciliator jointly agree ;
- (iii) he may conduct joint or separate meetings with the parties ;

Continue...

(iv) each party shall, ten days before a session, provide to the mediator or conciliator a brief memorandum setting forth the issues, which need to be resolved, and his position in respect of those issues and all information reasonably required for the mediator or conciliator to understand the issue and a copy of such memorandum shall also be given to the opposite party or parties: Provided that in suitable or appropriate cases, the above mentioned period may be reduced at the discretion of the mediator or conciliator;

(v) each party shall furnish to the mediator or conciliator such other information as may be required by him in connection with the issues to be resolved.

(2) Where there is more than one mediator or conciliator, the mediator or conciliators may first concur with the party that agreed to nominate him and thereafter interact with the other mediator or conciliator, with a view to resolve the dispute.

Mediation under IBC

Insolvency & Bankruptcy Code, 2016 (the Code) does not contain any provision relating to mediation however, the concept of Mediation under Section 442 of Companies Act, 2013 is beneficial piece of legislation and amicable option for the parties and it can be exercised by Hon'ble NCLT under Rule 11 of National Company Law Tribunal Rules, 2016 as this rule authorize an NCLT to pass any such orders as may be necessary for meeting the ends of justice it read as:

Rule 11 of NCLT Rules, 2016

Inherent Powers- *Nothing in these rules shall be deemed to limit or otherwise affect the inherent powers of the Tribunal to make such orders as may be necessary for meeting the ends of justice or to prevent abuse of the process of the Tribunal."*

**Parvinder
Singh Vs
Intec Capital
Ltd. & Anr.
(06.12.2019)**

- Hon'ble NCLAT allowed mediation plea by the Corporate Debtor and appointed Hon'ble Justice (Retd) AK Sikri as mediator, further the matter got settled by the parties and the Mediation report was submitted wherein the parties settled amicably by paying post dated cheques. The case was filed by Intec Capital as FC under Section 7 and the mediation was permitted before formation of COC and further held that the Corporate Insolvency Resolution Process can be revived by the Petitioner in case of breach of Terms of Settlement or default of any post-dated cheque. On completion of compliance of terms and conditions, the application under Section 7 will be deemed to have been withdrawn by 'Intec Capital Ltd.', otherwise the order setting aside the impugned order dated 3rd September, 2019 shall stand recalled and the Corporate Insolvency Resolution Process will continue.

**Jyoti Power
Corporation
Pvt. Ltd. Vs
Bank of India
(05.02.2020)**

Hon'ble NCLT Ahmedabad refused the prayer of Respondent to refer the matter to mediation and conciliation panel

- Insolvency was yet to be admitted
- Consent of the bank was absent

Andal
Bonumalla Vs
Tomato
Trading LLP &
Ors.
(05.03.2020)

In this matter CIRP was admitted vide order dt. 03.06.2019 against Smart Login Solution Pvt. Ltd. that insolvency admission was challenged before Hon'ble NCLAT and appellant submits before Hon'ble NCLAT that they have taken initiative and put up a proposal for settlement. Hon'ble NCLAT in its interim order dated 05.03.2020 directed appellant to schedule meeting with Respondent and exchange proposals manifests into settlement and it will be open for parties to even as for appointment of mediator or facilitator for arriving at a settlement.

Harish P
VS
Chemizol

NCLT
Bengaluru

NCLT Bengaluru : Held that

- OC was directed to settle the dispute amicably
- Resolve the issue via arbitration
- Appropriate remedy under law, if aggrieved

ILFS case

- Reopening of Accounts
- Investigation

Union of India Vs ILFS

Triggerring Event (Section 241 – 242)

Everything started after ICRA downgraded IL&FS' long-term loans and debentures for the first time from AAA to AA+, citing mounting debt, slow asset-monetisation and deteriorating credit profiles of hundreds of its subsidiaries, after which IL&FS started slipping into hot water.

Generally, the Central Government do not usually take the cognizance of the matter, whereas in IL&FS case, the financial impact was of Rs. 90,000 Crore on economy. Therefore, the Ministry of Corporate Affairs filed a petition before the learned Appellate Tribunal under Sections 241 and 242 of the Companies Act alleging mismanagement by the Board of IL&FS and that the affairs of IL&FS were being conducted in a manner prejudicial to public interest.

Invoking of Investigation (Section 212)

In order to unearth the series of irregularities committed by IL&FS and its companies, the provisions of Section 212(1)(c) of the Companies Act were invoked for investigation into the affairs of the company by Central Government. The investigation was carried out by the Serious Fraud Investigation Office under Section 212 of the Companies Act wherein an interim report dated 30.11.2018 to the Central Government

placing on record that the affairs in respect of IL&FS group Companies were mismanaged, and that the manner in which the affairs of the company were being conducted were against the public interest.

ROC report

The Registrar of Companies, Mumbai had also conducted an enquiry under Section 206 of the

Companies Act and prima facie concluded following:-

- a. "mismanagement and compromise in corporate governance norms and risk management has been perpetuated on IL&FS and its group companies by indiscriminately raising long term and short term loans/borrowings through public sector banks and financial institutions“
- b. It was also observed that IL&FS company has been presenting a rosy picture by camouflaging its financial statements, and concealing and suppressing severe mismatch between its cash flows and payment obligations, total lack of liquidity and adverse financial ratios.
- c. It was also found that IL&FS company has first defaulted on commercial paper and then on short term borrowings i.e. inter corporate deposits, negative cash flows in operating activities etc.
- d. It was further observed that the consolidated balance sheet of IL&FS company indicated the extremely precarious financial position, and was virtually in deep red.

Section 130 - Re-opening of Accounts on Court's or Tribunal's Orders

- (1) A company shall not re-open its books of account and not recast its financial statements, unless an application in this regard is made by the
- Central Government,
 - the Income-tax authorities,
 - the Securities and Exchange Board,
 - any other statutory regulatory body or authority or
 - any person concerned and an order is made by a court of competent jurisdiction or the Tribunal to the effect that—
 - i. the relevant earlier accounts were prepared in a fraudulent manner; or
 - ii. the affairs of the company were mismanaged during the relevant period, casting a doubt on the reliability of financial statements:

Provided that the court or the Tribunal, as the case may be, shall give notice to the Central Government, the Income-tax authorities, the Securities and Exchange Board or any other statutory regulatory body or authority concerned or any other person concerned and shall take into consideration the representations, if any, made by that Government or the authorities, Securities and Exchange Board or the body or authority concerned or the other person concerned before passing any order under this section.

Section 131 – Voluntary Revision of F/S or Boards Report

131. (1) If it appears to the directors of a company that—

(a) the financial statement of the company; or

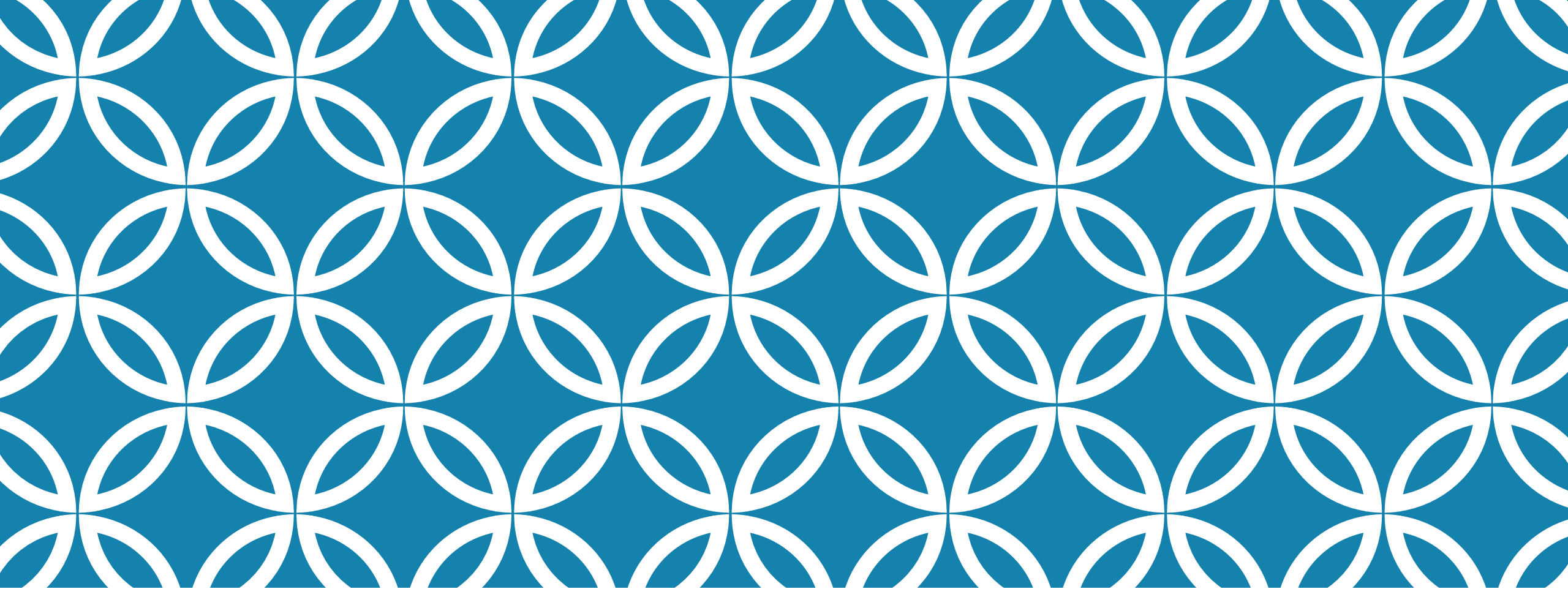
(b) the report of the Board,

do not comply with the provisions of [section 129](#) or [section 134](#) they may prepare revised financial statement or a revised report in respect of any of the three preceding financial years after obtaining approval of the Tribunal on an application made by the company in such form and manner as may be prescribed and a copy of the order passed by the Tribunal shall be filed with the Registrar:

Provided that the Tribunal shall give notice to the Central Government and the Income tax authorities and shall take into consideration the representations, if any, made by that Government or the authorities before passing any order under this section:

Provided further that such revised financial statement or report shall not be prepared or filed more than once in a financial year:

Provided also that the detailed reasons for revision of such financial statement or report shall also be disclosed in the Board's report in the relevant financial year in which such revision is being made.



DOCTRINE OF GROUP COMPANIES

FEATURES

The parent or the subsidiary company entering into an agreement, unless acting in accord with the principles of agency or representation, will be the only entity in a group, to be bound by that agreement.

Similarly, an arbitration agreement is also governed by the same principles. Normally, the company entering into the agreement would alone be bound by it.

A non-signatory can be bound by an arbitration agreement on the basis of the "Group of Companies" doctrine, where the conduct of the parties evidences a clear intention of the parties to bind both, the signatory as well as the non-signatory parties.

Courts and the tribunals have invoked this doctrine to join a non-signatory member of the group, if they are satisfied that the non-signatory-company was, by reference to the common intention of the parties, a necessary party to the contract.

Composite Transaction

A 'composite transaction' refers to a transaction which is inter-linked in nature or where the performance of the agreement may not be feasible without the aid, execution and performance of the supplementary or the ancillary agreement for achieving the common object and collectively having a bearing on the dispute.

The Group of Companies Doctrine has also been invoked in cases where there is a tight group structure with strong organizational and financial links, so as to constitute a single economic unit, or a single economic reality. In such a situation, signatory and non-signatories have been bound together under the arbitration agreement. This will apply in particular when the funds of one company are used to financially support or restructure other members of the group.

CANARA BANK

MTNL

CANFINA



The 'Group of Companies' doctrine has been invoked by courts and tribunals in arbitrations, where an arbitration agreement is entered into by one of the companies in the group; and the non-signatory affiliate, or sister, or parent concern, is held to be bound by the arbitration agreement, if the facts and circumstances of the case demonstrate that it was the mutual intention of all parties to bind both the signatories and the non-signatory affiliates in the group.

The doctrine provides that a non-signatory may be bound by an arbitration agreement where the parent or holding company, or a member of the group of companies is a signatory to the arbitration agreement and the non-signatory entity on the group has been engaged in the negotiation or performance of the commercial contract, or made statements indicating its intention to be bound by the contract, the nonsignatory will also be bound and benefited by the relevant contracts.

Interim Award in ICC Case No. 4131, IX YB Comm Arb 131 (1984); Award in ICC Case No. 5103, 115 JDI (Clunet) 1206 (1988). See also Gary B. Born: *International Commercial Arbitration*, Vol. I, 2009, pp. 1170-1171.

Precedents by the Supreme Court

The 'Group of Companies' doctrine has been invoked and applied by Court in *Chloro Controls India (P.) Ltd. v. Severn Trent Water Purification Inc.*, [2006] 71 SCL 396 (Bom.) with respect to an international commercial agreement. Recently, in *Ameet Lal Chand Shah v. Rishabh Enterprises* [2018] 15 SCC 678 Supreme Court invoked the Group of Companies doctrine in a domestic arbitration under Part I of the 1996 Act.

Conclusion

It is a welcome move that the law has been keeping abreast with the developments and complex business transactions taking place. The doctrine propounds the theory of taking to tasks the group companies which generally try to shirk responsibility and exploit the legal technicalities to get away. This is similar to looking beyond the corporate veil and seeing the real transaction and intention of the parties. This pragmatic approach shall help to decipher the huge money which gets trapped and blocked because of complex corporate structure.

IBC CASE LAWS

Videocon Case

It was interesting to see that after marathon hearing of one of the biggest home grown conglomerates 'Videocon' for almost 6 months the Hon'ble NCLT, Mumbai bench has paved the way for consolidation of CIRP of 13 Videocon units under IBC, 2016.

Substantive Consolidation - The Doctrine

Substantive consolidation is the pooling of the assets and liabilities of technically distinct corporate entities. In substantive consolidation the assets of individual members of a corporate group are pooled and intragroup debts forgiven so that claims of third-party creditors may be satisfied from a single common source during proceeding.

FEATURES

- (i) Common Control** : These companies are promoted by Dhoot Family.
- (ii) Common directors** : The family members of V.N. Dhoot are directors in all the Videocon group companies.
- (iii) Common assets** : There are many instances of interdependency between the group companies and the assets are common to such an extent that, for instance, one company has leased its land to another group company to carry on manufacturing.
- (iv) Common liabilities** : The clauses of the VTL and RTL Agreements have demonstrated that "all guarantees thereof executed by one or more of the other Corporate Debtors are deemed to be one obligations of all the Corporate Debtors. "The company along with 12 other affiliates/entities (collectively referred to as "Obligors" and individually referred to as "Borrower") executed facility agreement with consortium of existing domestic rupee term lenders, in the obligor/co-obligor structure, wherein all the Rupee Term Loans of the obligors are pooled together...." .
- (v) Inter-dependence** : Some corporate debtors are engaged in manufacturing, assembling and distribution of comprehensive range of consumer electronic and home appliances. Also, manufacturing set top boxes, Colour Televisions, DVD Players, Etc., by some Units/subsidiaries in Aurangabad. This is stated to be India's Largest Electronics Retail chain. The uniqueness stated to be is that all are marketed under single license of "Videocon Trademark".

FEATURES

vii) **Pooling of resources**

viii) **Co-existence for survival :**

ix) **Intricate link of subsidiaries**

x) **Inter-twined accounts**

xi) **Inter-looping of debts**

xii) **Singleness of economics of units**

xiii) **Common Financial Creditors**

xiv) **Common group of Corporate Debtors**

**SUPREME COURT OF
INDIA**

**Tata Consultancy Services
Limited**

Vs.

**Cyrus Investments Pvt.
Ltd. and Ors. (26.03.2021)**

Issues :

- Removal of director can be ground of winding up
- Reinstatement of CPM into company when no prayer made
- Future abuse cannot be ground to dilute AOA
- Conversion to private companies should require the approval Shareholders

1. *Whether the formation of opinion by the Appellate Tribunal that the company's affairs have been or are being conducted in a manner prejudicial and oppressive to some members and that the facts otherwise justify the winding up of the company on just and equitable ground, is in tune with the well settled principles and parameters, especially in the light of the fact that the findings of NCLT on facts were not individually and specifically overturned by the Appellate Tribunal.*

- **An important aspect to be noticed is that in a petition Under Section 241, the Tribunal cannot ask the question whether the removal of a Director was legally valid and/or justified or not. The question to be asked is whether such a removal tantamount to a conduct oppressive or prejudicial to some members. Even in cases where the Tribunal finds that the removal of a Director was not in accordance with law or was not justified on facts, the Tribunal cannot grant a relief Under Section 242 unless the removal was oppressive or prejudicial.**

In any event the removal of a person from the post of Executive Chairman cannot be termed as oppressive or prejudicial.

- **NCLAT should have raised the most fundamental question whether it would be equitable to wind up the Company and thereby starve to death those charitable Trusts, especially on the basis of uncharitable allegations of oppressive and prejudicial conduct.** Therefore, the finding of NCLAT that the facts otherwise justify the winding up of the Company under the just and equitable clause, is completely flawed.

2. Whether the reliefs granted and the directions issued by the Appellate Tribunal, including the reinstatement of CPM into the Board of Tata Sons and other Tata companies, are in consonance with the pleadings made, the reliefs sought and the powers available Under Sub-section (2) of Section 242.

The following words at the end of Sub-section (1) of 242 "the Tribunal may, with a view to bringing to an end the matters complained of, make such order as it thinks fit" cannot be interpreted as conferring on the Tribunal any implied power of directing reinstatement of a director or other officer of the company who has been removed from such office. The architecture of Sections 241 and 242 does not permit the Tribunal to read into the Sections, a power to make an order (for reinstatement) which is barred by law vide **Section 14 of the Specific Relief Act, 1963** with or without the amendment in 2018. **Tribunal cannot make an order enforcing a contract which is dependent on personal qualifications such as those mentioned in Section 149(6) of the Companies Act, 2013.**

3. Whether the Appellate Tribunal could have, in law, muted the power of the Company Under Article 75 of the Articles of Association, to demand any member to transfer his ordinary shares, by simply injuncting the company from exercising such a right without setting aside the Article?

NCLAT has agreed, on first principles, that it has no jurisdiction to declare any of the Articles of Association illegal. NCLAT neutralised Article 75 merely on the basis of likelihood of misuse. Section 241(1)(a) provides for a remedy, only in respect of past and present conduct or past and present continuous conduct. NCLAT has stretched Section 241(1)(a) to cover the likelihood of a future bad conduct, which is impermissible in law

4. Whether the characterisation by the Tribunal, of the affirmative voting rights available Under Article 121 to the Directors nominated by the Trusts in terms of Article 104B, as oppressive and prejudicial, is justified especially after the challenge to these Articles have been given up expressly and whether the Tribunal could have granted a direction to RNT and the Nominee Directors virtually nullifying the effect of these Articles?

- Affirmative voting rights for the nominees of institutions which hold majority of shares in companies have always been accepted as a global norm. As a matter of fact the affirmative voting rights conferred by Article 121 of the Articles of Association, confers only a limited right upon the Directors appointed by the Trusts Under Article 104B. Article 121 speaks only about the manner in which matters before any meeting of the Board shall be decided. If it is a General Meeting of Tata Sons, the representatives of the two Trusts will actually have a greater say as the Trusts have 66% of shares in Tata Sons. Therefore, if we apply Section 152(2) strictly, the Trusts which own 66% of the paid up capital of Tata Sons will be entitled to pack the Board with their own men as Directors. But Under Article 104B, only a minimum guarantee is provided to the two Trusts, by ensuring that the Trusts will have at least 1/3rd of the Directors, as nominated by them so long as they hold 40% in the aggregate of the paid up share capital.
- Statute confers upon the members of a company limited by shares, a right to vote in a general meeting. And this right is proportionate to his shareholding as per Section 47(1)(b). Section 152 which contains provisions for the appointment of Directors, does not confer any right of proportionate representation on the Board of any company, be it public or private. **Section 151 of Companies Act 2013** -Appointment of director elected by small shareholders. One must be careful to note that both Under Section 252(1) of the 1956 Act and Under Section 151 of the 2013 Act, the spotlight was only on "small shareholders" and not on "minority shareholders" like the S.P. Group which holds around 18.37%.

5. Whether the re-conversion of Tata Sons from a public company into a private company, required the necessary approval Under Section 14 of the Companies Act, 2013 or at least an action Under Section 43A(4) of the Companies Act, 1956 during the period from 2000 (when Act 53 of 2000 came into force) to 2013 (when the 2013 Act was enacted) as held by NCLAT?

NCLAT failed to see was that Tata sons did not become a public company by choice, but became one by operation of law. Therefore, we do not know how such a company should also be asked to follow the rigors of Section 14(1)(b) of the 2013 Act. As a matter of fact, Section 14(1) does not ipso facto deal with the issue of conversion of private company into a public company or vice versa. Tata Sons wanted a mere amendment of the Certificate of Incorporation, which is not something that is covered by Section 14 of the 2013 Act.



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MERGER, SCHEME OF ARRANGEMENT AND COMPROMISE



COMPROMISE AND SCHEME OF ARRANGEMENT

- Compromise means an amicable agreement between parties to a controversy to settle their differences by making mutual concessions. **(Housing Development Finance Corporation Ltd., In re, NCLT Mumbai).** So, compromise presupposes a dispute.
- Eg - Compromise between some creditors and company in which creditors agree to waive their dues and convert the debts into equity shares.

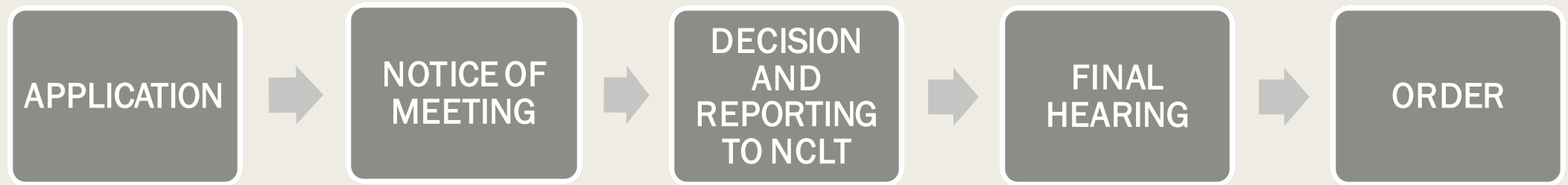
- Arrangement means re-adjustment or re-arrangement of rights or liabilities of a member or class of members or creditors. So the term 'arrangement' is very wide. Arrangement is possible without any dispute.
- As per section 230, an arrangement includes a reorganization of the company's share capital by the consolidation of shares of different classes or by the division of shares into shares of different classes, or by both the methods.

MERGER AND AMALGAMATION

- Merger and Amalgamation occurs when two or more companies are joined to form a third entity or one is absorbed into or blended with another.
- When two companies are merged one is called transferor company and the other is called as transferee company.
- **Transferor company** - the company which is amalgamated into other company.
- **Transferee company** - the company into which the transferor company is amalgamated.

- **Merger by absorption-** undertaking, property and liabilities of one or more companies, including the company in respect of which the compromise or arrangement is proposed, are to be transferred to another existing company, it is a merger by absorption.
- **Merger by formation of new company** - where the undertaking, property and liabilities of two or more companies, including the company in respect of which the compromise or arrangement is proposed, are to be transferred to a new company, it is merger by formation. Eg- United Technologies Corporation and Raytheon Company merged and formed Raytheon Technologies Corporation.

PROCEDURE OF MERGER, COMPROMISE AND ARRANGEMENT



■ APPLICATION

Section 230(1) provides that when a COMPROMISE OR ARRANGEMENT is proposed

- (a) between a company and its creditors or
- (b) between a company and its members or any class of them,

Application (Form no. NCLT-1) has to be filed before the tribunal by -

- (i) company or
- (ii) of any creditor or
- (iii) member of the company, or
- (iv) the liquidator (in case of winding up)

- An APPLICATION under section 230(1) has to be filed before NCLT for approval of the scheme OF MERGER by both the companies. (Form no. NCLT-1)
- Along with the application the company has to submit following documents
 1. Notice of admission
 2. Affidavit (NCLT-6)

3. A copy of scheme regarding merger OR compromise

4. Affidavit disclosing (230(2))

- All material facts
- Reduction of share capital, if any
- Any scheme of Corporate Debt Restructuring

NOTICE OF MEETING

- The NCLT may order a meeting of creditors or members after it is shown (Section -232) (only in case of merger)
 - a) That the compromise or arrangement has been for the purpose of reconstruction, merger or amalgamation of the company
 - b) That under the scheme whole or part of liability, undertaking or property of one company will be transferred to other company or will be divide among and transferred to two or more companies.

- Notice has to be sent to all the members (**Form No. CAA.2**) and Central government, IT authorities, RBI, ROC, SEBI etc. along with -
 - i. Statement disclosing the details of compromise
 - ii. Valuation report (if any)
 - iii. Statement explaining the effect on creditors, KMP etc.
- Objection can be made by person having 10% of shareholding or more than 5% of outstanding debt

DECISION AND REPORTING TO NCLT

- 230(6) - Majority of persons ie. $3/4^{\text{th}}$ in value of creditors, members voting in person or by proxy or by postal ballot, agree to the scheme.
- Then company has to present a petition before NCLT(**Form No. CAA.5**) for sanction of the scheme of compromise.
- Certificate by company's auditor has to be filed to the effect that the accounting treatment in scheme is in conformity with accounting standards.

FINAL HEARING

The Tribunal has to fix a date of hearing and publish in the newspaper. Summons to the objectors or their representative.

ORDER

Order of tribunal under section 230(7) in relation to COMPROMISE OR ARRANGEMENT shall provide for any of the matters –

- a) If compromise is for conversion of preference shares into equity shares, preference shareholders shall be given option to have dividend in cash or accept equity equal to dividend.
- b) Protection of creditors
- c) Variation of rights – section 48
- d) Any other orders for effective implementation of compromise or arrangement

- The order shall direct to file certified copy of the same order with ROC within 30 days.
- In case of order regarding MERGER AND AMALGAMATION-
 1. Section 232(7)- Until the completion of scheme of merger the company has to file form (Form No. CAA.8) with ROC duly certified by CA, cost accountant or CS.
 2. Section 232(6) – The scheme of merger should indicate an appointed date from which the scheme shall be effective.

SEBI Rules (For listed companies)

- Regulation 37 of SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015
- Listed company can't file any scheme under sections 230-234 unless it has obtained observation letter or No – objection certificate from stock exchange.
- SEBI has issued circular in 2017 which regulates the procedure related to scheme of amalgamation and merger filed with stock exchange.

POWER OF NCLT

- When the tribunal makes an order under section 230 for sanctioning the scheme it-
 - a) has power to supervise the implementation
 - b) make any modifications in the scheme for the proper implementation
- Order of winding up

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THANK YOU



MINISTRY OF CORPORATE AFFAIRS
NOTIFICATION

New Delhi, the 21st July, 2016

G.S.R. 716(E).—In exercise of the powers conferred by section 469 of the Companies Act, 2013 (18 of 2013), the Central Government hereby makes the following rules, namely:-

1. Short title and Commencement – (1) These rules may be called the National Company Law Tribunal Rules, 2016.

(2) They shall come into force on the date of their publication in the Official Gazette.

PART – I

Definitions, forms and etc.

2. Definitions.- In these rules, unless the context otherwise requires,

(1) “**Act**” means the Companies Act, 2013 (18 of 2013);

(2) “**address for service**” shall mean the address furnished by a party or his authorised representative at which service of summons, notices or other processes may be effected under these rules;

(3) “**advocate**” means a person who is entitled to practise as such under the Advocates Act, 1961 (25 of 1961);

(4) “**applicant**” means a petitioner or an appellant or any other person or entity capable of making an application including an interlocutory application or a petition or an appeal under the Act;

(5) “**application**” means any application, interlocutory application or proceedings filed under the provisions of the Act, including any transferred application or transferred petition as defined under sub-rule (29) ;

(6) “**authorised representative**” means a person authorised in writing by a party to present his case before the Tribunal as the representative of such party as provided under section 432 of the Act;

(7) “**Bench**” means a Bench of the Tribunal constituted under section 419 of the Act and includes Circuit Benches constituted by the President with prior approval of the Central Government to sit at such other geographical locations as may be necessary having regard to requirements;

- (8) **“Central Registry”** means the registry in which all the applications or petitions and documents are received by the Registrar for allocation to the concerned Bench of the Tribunal for disposal;
- (9) **“certified”** means in relation to a copy of a document as hereunder;-
- (a) certified as provided in section 76 of the Indian Evidence Act, 1872; or
 - (b) certified as provided in section 6 of Information Technology Act, 2000; or
 - (c) certified copy issued by the Registrar of Companies under the Act;
 - (d) copy of document as may be downloaded from any online portal prescribed under section 398 of the Act or a photo copy of the original pertaining to any company registered with the Office of the Registrar of Companies of the concerned State duly certified by a legal practitioner or a chartered accountant or a cost accountant or a company secretary;
- (10) **“certified by Tribunal”** means in relation to a copy of a document, certified to be a true copy issued by the Registry or of a Bench of the Tribunal under its hand and seal and as provided in section 76 of the Indian Evidence Act, 1872 (1 of 1872);
- (11) **“creditor”** means any person to whom a debt is owed;
- (12) **“fee”** means the amount payable in pursuance of the provisions of the Act and these rules for any petition or application or interlocutory application or a document or for certified copy of document or order of the Tribunal or such other paper as may be specified in Schedule of Fees to these rules and includes any modifications as may be made thereto or any fee as prescribed for filing of documents to the Tribunal by these rules;
- (13) **“filer”** means an authorised representative of that person or any party to the proceedings who files any document with the Tribunal in relation to a case filed under the Act, or any rules thereunder;
- (14) **“filed”** means filed in the office of the Registry of the Tribunal;
- (15) **“interlocutory application”** means an application in any appeal or original petition on proceeding already instituted in the Tribunal, but not being a proceeding for execution of the order or direction of Tribunal;
- (16) **“party”** means a person who prefers an appeal or application or petition before the Tribunal and includes respondent or any person interested in the said appeal or application or petition including the Registrar of Companies or the Regional Director or Central Government or State Government or official liquidator and any person who has a right under the Act, or the Reserve Bank of India Act 1934 (2 of 1934) to make suggestions or submissions or objections or reply;
- (17) **“petition”** means a petition or an application or an appeal or a complaint in pursuance of which any proceeding is commenced before the Tribunal;
- (18) **“person interested”** means a shareholder, creditor, employee, transferee company and other company concerned in relation to the term or context referred to in the relevant provisions of the Act or any person aggrieved by any order or action of any company or its directors;
- (19) **“pleadings”** means and includes application including interlocutory application, petition, appeal, revision, reply, rejoinder, statement, counter claim, additional statement supplementing the original application and reply statement under these rules and as may be permitted by the Tribunal;
- (20) **“reference”** means a reference within the meaning of rule 88 of these rules;
- (21) **“Registrar”** means Registrar of the Tribunal and includes such other officer of the Tribunal or Bench to whom the powers and functions of the Registrar is delegated;
- (22) **“Registry”** means the Registry of the Tribunal or any of its Benches, as the case may be, which keeps records of the applications and documents relating thereto;
- (23) **“Reserve Bank”** means the Reserve Bank of India and includes its branches and agencies as defined in the Reserve Bank of India Act, 1934 (2 of 1934);

(24) **“Sealed”** means sealed with the seal of the Tribunal;

(25) **“Secretary”** means Secretary of the Tribunal and in the absence of Secretary, such other officer of the Tribunal to whom the powers and functions of the Secretary are delegated.

(26) **“secured creditor”** means a creditor in whose favour a security interest is created;

(27) **“security interest”** means right, title or interest or a claim to property, created in favour of, or provided for a secured creditor by a transaction which secures payment or performance of an obligation and includes mortgage, charge, hypothecation, assignment and encumbrance or any other agreement or arrangement securing payment or performance of any obligation of any person:

Provided that security interest shall not include a performance guarantee.

(28) **“section”** means a section of the Act;

(29) **“transferred application” or “transferred petition”** means any proceeding which has been transferred to the Tribunal from the Company Law Board, the High Court, District Court, Board for Industrial and Financial Reconstruction as provided in clause (a), (c) and (d) of sub-section(1) of section 434 of the Act;

(30) words and expressions used herein and not defined but defined in the Act shall have the respective meanings assigned to them in the Act.

3. Computation of time period.- Where a period is prescribed by the Act and these rules or under any other law or is fixed by the Tribunal for doing any act, in computing the time, the day from which the said period is to be reckoned shall be excluded, and if the last day expires on a day when the office of the Tribunal is closed, that day and any succeeding days on which the Tribunal remains closed shall also be excluded.

4. Forms.- The forms annexed as Annexure ‘A’ to these rules with such modifications or variations as the circumstances of each case may require shall be used for the purpose mentioned therein and where no form is prescribed to cover a contingency, a form as may be approved by the Registrar, shall be used.

5. Format of order or direction or rule.- Every rule, direction, order, summons, warrant or other mandatory process shall be issued in the name of the President and shall be signed by the Registrar or any other officer specifically authorised in that behalf by the President, with the day, month and year of signing and shall be sealed with the seal of the Tribunal.

6. Official seal of the Tribunal.- The official seal and emblem of the Tribunal shall be such, as the Central Government may from time to time specify and shall be in the custody of the Registrar.

7. Custody of the records.- The Registrar shall have the custody of the records of the Tribunal and no record or document filed in any cause or matter shall be allowed to be taken out of the custody of the Tribunal without the leave of the Tribunal:

Provided that the Registrar may allow any other officer of the Tribunal to remove any official paper or record for administrative purposes from the Tribunal.

8. Sitting of the Tribunal.- The Tribunal shall hold its sittings either at its headquarter or at such other place falling within its territorial jurisdiction as it may consider convenient.

9. Sitting hours.- The sitting hours of the Tribunal shall ordinarily be from 10:30 AM to 1:00 PM and 2:00 P.M. to 4:30 PM, subject to any order made by the President.

10. Working hours.- (1) Except on Saturdays, Sundays and other National Holiday, the office of the Tribunal shall remain open on all working days from 09.30 A.M. to 6.00 P.M.

(2) The Filing Counter of the Registry shall be open on all working days from 10.30 AM to 5.00 P.M.

11. Inherent Powers.- Nothing in these rules shall be deemed to limit or otherwise affect the inherent powers of the Tribunal to make such orders as may be necessary for meeting the ends of justice or to prevent abuse of the process of the Tribunal.

12. Calendar.- The calendar of days of working of Tribunal in a year shall be as decided by the President of the Tribunal.

13. Listing of cases.- An urgent matter filed before 12 noon shall be listed before the Tribunal on the following working day, if it is complete in all respects as provided in these rules and in exceptional cases, it

may be received after 12 noon but before 3.00 P.M. for listing on the following day, with the specific permission of the Bench.

14. Power to exempt.- The Tribunal may on sufficient cause being shown, exempt the parties from compliance with any requirement of these rules and may give such directions in matters of practice and procedure, as it may consider just and expedient on the application moved in this behalf to render substantial justice.

15. Power to extend time.- The Tribunal may extend the time appointed by these rules or fixed by any order, for doing any act or taking any proceeding, upon such terms, if any, as the justice of the case may require, and any enlargement may be ordered, although the application therefore is not made until after the expiration of the time appointed or allowed.

PART-II

Power and functions of President, Registrar and Secretary

16. Functions of the President.- In addition to the general powers provided in the Act and in these rules the President shall exercise the following powers, namely:-

- (a) preside over the consideration of cases by the Tribunal;
- (b) direct the Registry in the performance of its functions;
- (c) prepare an annual report on the activities of the Tribunal;
- (d) transfer any case from one Bench to other Bench when the circumstances so warrant;
- (e) to withdraw the work or case from the court of a member.
- (f) perform the functions entrusted to the President under these rules and such other powers as may be relevant to carry out his duties as head of the Tribunal while exercising the general superintendence and control over the administrative functions of the Members, Registrar, Secretary and other staff of the Tribunal.

17. Functions of the Registrar.- (1) The Registrar shall have the following functions, namely:-

- (a) registration of appeals, petitions and applications;
- (b) receive applications for amendment of appeal or the petition or application or subsequent proceedings.
- (c) receive applications for fresh summons or notices and regarding services thereof;
- (d) receive applications for fresh summons or notices and for short date summons and notices;
- (e) receive applications for substituted service of summons or notices;
- (f) receive applications for seeking orders concerning the admission and inspection of documents;
- (g) transmission of a direction or order to the civil court as directed by Tribunal with the prescribed certificates for execution etc., and
- (h) such other incidental or matters as the President may direct from time to time.

(2) All adjournments shall normally be sought before the concerned Bench in court and in extraordinary circumstances, the Registrar may, if so directed by the Tribunal in chambers, at any time adjourn any matter and lay the same before the Tribunal in chambers.

18. Functions of the Secretary- (1) There shall be a Secretary at the Principal Bench of the Tribunal, New Delhi.

(2) The Secretary shall, under the general superintendence and control of the President, discharge such duties, functions and exercise such powers as are prescribed under these rules and as assigned by the President from time to time.

(3) Secretary shall –

- (a) be in charge of the long term projects and initiatives of the Tribunal;

- (b) supervise the divisions and sections of the Human Resources;
- (c) prepare, monitor and manage budgetary allocations and financial managements of the Tribunal and the Benches;
- (d) provide all necessary support in the day to day operations of the Tribunal;
- (e) manage and supervise the facilities and administrative services of the Tribunal;
- (f) manage and administer the public grievances mechanism of the Tribunal;
- (g) coordinate with authorised representatives and other professionals in the smooth functioning of the Tribunal;
- (h) oversee information and communication technology and other technological facilities in the Tribunal;
- (i) manage and facilitate communication and services of the Tribunal;
- (j) manage, monitor and administer the public affairs and public safety provisions within the premises of the Tribunal; and
- (k) supervise library and research wings of the Tribunal.

19. Delegation of powers by the President.- The President may assign or delegate to any suitable officer all or some of the functions required by these rules to be exercised by the Registrar.

PART-III

Institution of proceedings, petition, appeals etc.

20. Procedure.-(1) Every appeal or petition or application or caveat petition or objection or counter presented to the Tribunal shall be in English and in case it is in some other Indian language, it shall be accompanied by a copy translated in English and shall be fairly and legibly type written, lithographed or printed in double spacing on one side of standard petition paper with an inner margin of about four centimeter width on top and with a right margin of 2.5. cm, and left margin of 5 cm, duly paginated, indexed and stitched together in paper book form;

(2) The cause title shall state “Before the National Company Law Tribunal” and shall specify the Bench to which it is presented and also set out the proceedings or order of the authority against which it is preferred.

(3) Appeal or petition or application or counter or objections shall be divided into paragraphs and shall be numbered consecutively and each paragraph shall contain as nearly as may be, a separate fact or allegation or point.

(4) Where *Saka* or other dates are used, corresponding dates of Gregorian Calendar shall also be given.

(5) Full name, parentage, age, description of each party and address and in case a party sues or being sued in a representative character, shall also be set out at the beginning of the appeal or petition or application and need not be repeated in the subsequent proceedings in the same appeal or petition or application.

(6) The names of parties shall be numbered consecutively and a separate line should be allotted to the name and description of each party.

(7) These numbers shall not be changed and in the event of the death of a party during the pendency of the appeal or petition or matter, his legal heirs or representative, as the case may be, if more than one shall be shown by sub-numbers.

(8) Where fresh parties are brought in, they may be numbered consecutively in the particular category, in which they are brought in.

(9) Every proceeding shall state immediately after the cause title the provision of law under which it is preferred.

21. Particulars to be set out in the address for service.- The address for service of summons shall be filed with every appeal or petition or application or caveat on behalf of a party and shall as far as possible contain the following items namely:-

- (a) the name of the road, street, lane and Municipal Division or Ward, Municipal Door and other number of the house;
- (b) the name of the town or village;
- (c) the post office, postal district and PIN Code, and
- (d) any other particulars necessary to locate and identify the addressee such as fax number, mobile number, valid e-mail address, if any.

22. **Initialling alteration.**- Every interlineations, eraser or correction or deletion in any appeal or petition or application or document shall be initialled by the party or his authorised representative presenting it.

23. **Presentation of petition or appeal .-** (1) Every petition, application, caveat, interlocutory application, documents and appeal shall be presented in triplicate by the appellant or applicant or petitioner or respondent, as the case may be, in person or by his duly authorised representative or by an advocate duly appointed in this behalf in the prescribed form with stipulated fee at the filing counter and non-compliance of this may constitute a valid ground to refuse to entertain the same.

(2) Every petition or application or appeal may be accompanied by documents duly certified by the authorised representative or advocate filing the petition or application or appeal duly verified from the originals.

(3) All the documents filed in the Tribunal shall be accompanied by an index in triplicate containing their details and the amount of fee paid thereon.

(4) Sufficient number of copies of the appeal or petition or application shall also be filed for service on the opposite party as prescribed under these rules.

(5) In the pending matters, all applications shall be presented after serving copies thereof in advance on the opposite side or his authorised representative.

(6) The processing fee prescribed by these rules, with required number of envelopes of sufficient size and notice forms shall be filled alongwith memorandum of appeal.

24. **Number of copies to be filed.**- The appellant or petitioner or applicant or respondent shall file three authenticated copies of appeal or petition or application or counter or objections, as the case may be, and shall deliver one copy to each of the opposite party.

25. **Lodging of caveat.**- (1) Any person may lodge a caveat in triplicate in any appeal or petition or application that may be instituted before this Tribunal by paying the prescribed fee after forwarding a copy by registered post or serving the same on the expected petitioner or appellant and the caveat shall be in the form prescribed and contain such details and particulars or orders or directions, details of authority against whose orders or directions the appeal or petition or application is being instituted by the expected appellant or petitioner or applicant which full address for service on other side, so that the appeal or petition or application could be served before the appeal or petition or interim application is taken up:

Provided, that the Tribunal may pass interim orders in case of urgency.

(2) The caveat shall remain valid for a period of ninety days from the date of its filing.

26. **Endorsement and Verification.**- (1) At the foot of every petition or appeal or pleading there shall appear the name and signature of the authorised representative.

(2) Every petition or appeal shall be signed and verified by the party concerned in the manner provided by these rules.

27. **Translation of document.**- (1) A document other than English language intended to be used in any proceeding before the Tribunal shall be received by the Registry accompanied by a copy in English, which is agreed to by both the parties or certified to be a true translated copy by authorised representative engaged on behalf of parties in the case or by any other advocate or authorised representative whether engaged in the case or not or if the advocate or authorised representative engaged in the case authenticates such certificate or prepared by a translator approved for the purpose by the Registrar on payment of such charges as he may order.

(2) Appeal or petition or other proceeding shall not be set down for hearing until and unless all parties confirm that all the documents filed on which they intend to rely are in English or have been translated into English and required number of copies are filed into Tribunal.

28. Endorsement and scrutiny of petition or appeal or document.-(1) The person in charge of the filing-counter shall immediately on receipt of petition or appeal or application or document affix the date stamp of Tribunal thereon and also on the additional copies of the index and return the acknowledgement to the party and he shall also affix his initials on the stamp affixed on the first page of the copies and enter the particulars of all such documents in the register after daily filing and assign a diary number which shall be entered below the date stamp and thereafter cause it to be sent for scrutiny.

(2) If, on scrutiny, the appeal or petition or application or document is found to be defective, such document shall, after notice to the party, be returned for compliance and if there is a failure to comply within seven days from the date of return, the same shall be placed before the Registrar who may pass appropriate orders.

(3) The Registrar may for sufficient cause return the said document for rectification or amendment to the party filing the same, and for this purpose may allow to the party concerned such reasonable time as he may consider necessary or extend the time for compliance.

(4) Where the party fails to take any step for the removal of the defect within the time fixed for the same, the Registrar may, for reasons to be recorded in writing, decline to register the pleading or document.

29. Registration of proceedings admitted.- On admission of appeal or petition or caveat or application, the same shall be numbered and registered in the appropriate register maintained in this behalf and its number shall be entered therein.

30. Calling for records.- On the admission of appeal or petition or application the Registrar shall, if so directed by the Tribunal, call for the records relating to the proceedings from any adjudicating authority and retransmit the same.

31. Production of authorisation for and on behalf of an association.-Where an appeal or application or petition or other proceeding purported to be instituted by or on behalf of an association, the person or persons who sign (s) or verify (ies) the same shall produce along with such application, for verification by the Registry, a true copy of the resolution of the association empowering such person(s) to do so:

Provided that the Registrar may at any time call upon the party to produce such further materials as he deems fit for satisfying himself about due authorization:

Provided further that it shall set out the list of members for whose benefit the proceedings are instituted.

32. Interlocutory applications.- Every Interlocutory application for stay, direction, condonation of delay, exemption from production of copy of order appealed against or extension of time prayed for in pending matters shall be in prescribed form and the requirements prescribed in that behalf shall be complied with by the applicant, besides filing an affidavit supporting the application.

33. Procedure on production of defaced, torn or damaged documents.- When a document produced along with any pleading appears to be defaced, torn, or in any way damaged or otherwise its condition or appearance requires special notice, a mention regarding its condition and appearance shall be made by the party producing the same in the Index of such a pleading and the same shall be verified and initialed by the officer authorized to receive the same.

PART- IV

General procedure

34. General Procedure. - (1) In a situation not provided for in these rules, the Tribunal may, for reasons to be recorded in writing, determine the procedure in a particular case in accordance with the principles of natural justice.

(2) The general heading in all proceedings before the Tribunal, in all advertisements and notices shall be in **Form No. NCLT. 4.**

(3) Every petition or application or reference shall be filed in form as provided in **Form No. NCLT. 1** with attachments thereto accompanied by **Form No. NCLT.2** and in case of an interlocutory application, the same

shall be filed in **Form No. NCLT. 1** accompanied by such attachments thereto along with **Form No. NCLT. 3**.

(4) Every petition or application including interlocutory application shall be verified by an affidavit in **Form No. NCLT.6**. Notice to be issued by the Tribunal to the opposite party shall be in **Form NCLT-5**.

35. Advertisement detailing petition.- (1) Where any application, petition or reference is required to be advertised, it shall, unless the Tribunal otherwise orders, or these rules otherwise provide, be advertised in **Form NCLT-3A**, not less than fourteen days before the date fixed for hearing, at least once in a vernacular newspaper in the principal vernacular language of the district in which the registered office of the company is situate, and at least once in English language in an English newspaper circulating in that district.

(2) Every such advertisement shall state;-

- (a) the date on which the application, petition or reference was presented;
- (b) the name and address of the applicant, petitioner and his authorised representative, if any;
- (c) the nature and substance of application, petition or reference;
- (d) the date fixed for hearing;
- (e) a statement to the effect that any person whose interest is likely to be affected by the proposed petition or who intends either to oppose or support the petition or reference at the hearing shall send a notice of his intention to the concerned Bench and the petitioner or his authorised representative, if any, indicating the nature of interest and grounds of opposition so as to reach him not later than two days previous to the day fixed for hearing.

(3) Where the advertisement is being given by the company, then the same may also be placed on the website of the company, if any.

(4) An affidavit shall be filed to the Tribunal, not less than three days before the date fixed for hearing, stating whether the petition has been advertised in accordance with this rule and whether the notices, if any, have been duly served upon the persons required to be served:

Provided that the affidavit shall be accompanied with such proof of advertisement or of the service, as may be available.

(5) Where the requirements of this rule or the direction of the Tribunal, as regards the advertisement and service of petition, are not complied with, the Tribunal may either dismiss the petition or give such further directions as it thinks fit.

(6) The Tribunal may, if it thinks fit, and upon an application being made by the party, may dispense with any advertisement required to be published under this rule.

36. Maintenance of Cash Register. - (1) If any payment has been received by way of Indian postal orders or demand drafts or in cash by the Registry, the transaction shall be entered immediately by the Registration Clerk on their receipt side in a Cash Register kept for the purpose.

(2) On every next working day or the last working day of the week, the payments received during such day or week by way of Indian postal orders or demand drafts shall be transmitted by the Registration Clerk to the concerned official vested with the work pertaining to the Cashier who after scrutiny and verification shall acknowledge the receipt of all moneys in the Cash Register.

(3) The official referred to in sub-rule (2) shall deposit all payments received by way of Indian postal order or demand draft or cash in the Bank account of the Tribunal.

37. Notice to Opposite Party.- (1) The Tribunal shall issue notice to the respondent to show cause against the application or petition on a date of hearing to be specified in the Notice. Such notice in **Form No. NCLT.5** shall be accompanied by a copy of the application with supporting documents.

(2) If the respondent does not appear on the date specified in the notice in **Form No. NCLT.5**, the Tribunal, after according reasonable opportunity to the respondent, shall forthwith proceed ex-parte to dispose of the application.

(3) If the respondent contests to the notice received under sub-rule (1), it may, either in person or through an authorised representative, file a reply accompanied with an affidavit and along with copies of such documents on which it relies, with an advance service to the petitioner or applicant, to the Registry before the date of hearing and such reply and copies of documents shall form part of the record.

38. Service of Notices and processes.- (1) Any notice or process to be issued by the Tribunal may be served by post or at the e-mail address as provided in the petition or application or in the reply;

(2) The notice or process if to be served physically may be served in any one of the following modes as may be directed by the Tribunal; -

- (a) by hand delivery through a process server or respective authorised representative;
- (b) by registered post or speed post with acknowledgment due; or
- (c) service by the party himself.

(3) Where a notice issued by the Tribunal is served by the party himself by hand delivery, he shall file with the Registrar or such other person duly authorised by the Registrar in this behalf, the acknowledgment together with an affidavit of service and in case of service by registered post or by speed post, file with the Registrar, or such other person duly authorised by the Registrar in this behalf, an affidavit of service of notice alongwith the proof of delivery.

(4) Notwithstanding anything contained in sub-rules (1) and (2), the Tribunal may after taking into account the number of respondents and their place of residence or work or service could not be effected in any manner and other circumstances, direct that notice of the petition or application shall be served upon the respondents in any other manner, including any manner of substituted service, as it appears to the Tribunal just and convenient.

(5) A notice or process may also be served on an authorised representative of the applicant or the respondent, as the case may be, in any proceeding or on any person authorised to accept a notice or a process, and such service on the authorised representative shall be deemed to be a proper service.

(6) Where the Tribunal directs a service under sub-rule (4), such amount of charges, as may be determined by the Tribunal from time to time, but not exceeding the actual charges incurred in effecting the service, shall be deposited with the registry of the Tribunal by the petitioner or applicant.

39. Production of Evidence by Affidavit.- (1) The Tribunal may direct the parties to give evidence, if any, by affidavit.

(2) Notwithstanding anything contained in sub-rule (1), where the Tribunal considers it necessary in the interest of natural justice, it may order cross-examination of any deponent on the points of conflict either through information and communication technology facilities such as video conferencing or otherwise as may be decided by the Tribunal, on an application moved by any party.

(3) Every affidavit to be filed before the Tribunal shall be in **Form No. NCLT.7**.

40. Production of additional evidence before the Bench. - (1) Notwithstanding anything contained in rule 39, the parties to the proceedings shall not be entitled to produce before the Bench additional evidence, either oral or documentary, which was in the possession or knowledge but was not produced before the Inspector, appointed by the Central Government for the purpose of investigating the affairs of the concerned company, during investigation under Chapter XIV of the Act, but if the Bench requires any additional evidence or document to be produced or any witness to be examined or any affidavit to be filed to enable it to pass orders or for any other substantial cause, or if the Inspector so appointed for the said purpose has not given sufficient opportunity to the party to adduce evidence, the Bench, for reasons to be recorded, may allow such document to be produced or witness to be examined or affidavit to be filed or may allow such evidence to be produced.

(2) Such document may be produced or such witness examined or such evidence adduced either before the Bench or before such authority as the Bench may direct.

(3) If the document is directed to be produced or witness examined or evidence adduced before any authority, the party shall comply with the direction of the Bench and after compliance, send the document, the record of the deposition of the witness or the record of the evidence adduced, to the Bench.

(4) Additional evidence or document shall be made available by the Bench to the parties to the proceedings other than the party adducing the evidence and they shall be afforded an opportunity to rebut the contents of the said additional evidence.

41. Filing of Reply and other Documents by the Respondents. - (1) Each respondent may file his reply to the petition or the application and copies of the documents, either in person or through an authorised representative, with the registry as specified by the Tribunal.

(2) A copy of the reply or the application and the copies of other documents shall be forthwith served on the applicant by the respondent.

(3) To the reply or documents filed under sub-rule (1), the respondent shall specifically admit, deny or rebut the facts stated by the applicant in his petition or application and state such additional facts as may be found necessary in his reply.

42. Filing of Rejoinder. - Where the respondent states such additional facts as may be necessary for the just decision of the case, the Bench may allow the petitioner to file a rejoinder to the reply filed by the respondent, with an advance copy to be served upon the respondent.

43. Power of the Bench to call for further information or evidence. - (1) The Bench may, before passing orders on the petition or application, require the parties or any one or more of them, to produce such further documentary or other evidence as it may consider necessary:-

- (a) for the purpose of satisfying itself as to the truth of the allegations made in the petition or application; or
- (b) for ascertaining any information which, in the opinion of the Bench, is necessary for the purpose of enabling it to pass orders in the petition or application.

(2) Without prejudice to sub-rule (1), the Bench may, for the purpose of inquiry or investigation, as the case may be, admit such documentary and other mode of recordings in electronic form including e-mails, books of accounts, book or paper, written communications, statements, contracts, electronic certificates and such other similar mode of transactions as may legally be permitted to take into account of those as admissible as evidence under the relevant laws.

(3) Where any party preferring or contesting a petition of oppression and mismanagement raises the issue of forgery or fabrication of any statutory records, then it shall be at liberty to move an appropriate application for forensic examination and the Bench hearing the matter may, for reasons to be recorded, either allow the application and send the disputed records for opinion of Central Forensic Science Laboratory at the cost of the party alleging fabrication of records, or dismiss such application.

44. Hearing of petition or applications.- (1) The Tribunal shall notify to the parties the date and place of hearing of the petition or application in such manner as the President or a Member may, by general or special order, direct.

(2) Where at any stage prior to the hearing of the petition or application, the applicant desires to withdraw his petition or application, he shall make an application to that effect to the Tribunal, and the Tribunal on hearing the applicant and if necessary, such other party arrayed as opposite parties in the petition or the application or otherwise, may permit such withdrawal upon imposing such costs as it may deem fit and proper for the Tribunal in the interests of the justice.

45. Rights of a party to appear before the Tribunal.- (1) Every party may appear before a Tribunal in person or through an authorised representative, duly authorised in writing in this behalf.

(2) The authorised representative shall make an appearance through the filing of Vakalatnama or Memorandum of Appearance in **Form No. NCLT. 12** representing the respective parties to the proceedings.

(3) The Central Government, the Regional Director or the Registrar of Companies or Official Liquidator may authorise an officer or an Advocate to represent in the proceedings before the Tribunal.

(4) The officer authorised by the Central Government or the Regional Director or the Registrar of Companies or the Official Liquidator shall be an officer not below the rank of Junior Time Scale or company prosecutor.

(5) During any proceedings before the Tribunal, it may for the purpose of its knowledge, call upon the Registrar of Companies to submit information on the affairs of the company on the basis of information available in the MCA21 portal. Reasons for such directions shall be recorded in writing.

(6) There shall be no audio or video recording of the Bench proceedings by the parties or their authorised representatives.

46. Registration of authorised representative's interns.- (1) No intern employed by an authorised representative shall act as such before the Tribunal or be permitted to have access to the records and obtain copies of the orders of a Bench of the Tribunal in which the authorised representative ordinarily appears, unless his name is entered in the register of interns maintained by the Bench.

(2) An authorised representative desirous of registering his intern shall make a petition or an application to the Registrar in **Form NCLT 10** and on such application being allowed by the Registrar, his name shall be entered in the register of interns.

47. Oath to the witness.- The Bench Officer or the Court Officer, as the case may be, shall administer the following oath to a witness:-

"I do swear in the name of God / solemnly affirm that what I shall state shall be the truth and nothing but the truth."

48. Consequence of non-appearance of applicant.- (1) Where on the date fixed for hearing of the petition or application or on any other date to which such hearing may be adjourned, the applicant does not appear when the petition or the application is called for hearing, the Tribunal may, in its discretion, either dismiss the application for default or hear and decide it on merit.

(2) Where the petition or application has been dismissed for default and the applicant files an application within thirty days from the date of dismissal and satisfies the Tribunal that there was sufficient cause for his non-appearance when the petition or the application was called for hearing, the Tribunal shall make an order restoring the same:

Provided that where the case was disposed of on merits the decision shall not be re-opened.

49. Ex-parte Hearing and disposal.- (1) Where on the date fixed for hearing the petition or application or on any other date to which such hearing may be adjourned, the applicant appears and the respondent does not appear when the petition or the application is called for hearing, the Tribunal may adjourn the hearing or hear and decide the petition or the application *ex-parte*.

(2) Where a petition or an application has been heard *ex-parte* against a respondent or respondents, such respondent or respondents may apply to the Tribunal for an order to set it aside and if such respondent or respondents satisfies the Tribunal that the notice was not duly served, or that he or they were prevented by any sufficient cause from appearing (when the petition or the application was called) for hearing, the Tribunal may make an order setting aside the *ex-parte* hearing as against him or them upon such terms as it thinks fit.

Provided that where the *ex-parte* hearing of the petition or application is of such nature that it cannot be set aside as against one respondent only, it may be set aside as against all or any of the other respondents also.

50. Registry to send certified copy.- The Registry shall send a certified copy of final order passed to the parties concerned free of cost and the certified copies may be made available with cost as per Schedule of fees, in all other cases.

51. Power to regulate the procedure.- The Tribunal may regulate its own procedure in accordance with the rules of natural justice and equity, for the purpose of discharging its functions under the Act.

52. Summoning of witnesses and recording Evidence.- (1) If a petition or an application is presented by any party to the proceedings for summoning of witnesses, the Tribunal shall issue summons for the appearance of such witnesses unless it considers that their appearance is not necessary for the just decision of the case.

(2) Where summons are issued by the Tribunal under sub-rule (1) to any witness to give evidence or to produce any document, the person so summoned shall be entitled to such travelling and daily allowance sufficient to defray the travelling and other expenses as may be determined by the Registrar which shall be deposited by the party as decided by the Registrar.

53. Substitution of legal representatives.- (1) Where a party to a proceeding pending before a Bench dies or is adjudged insolvent or, in the case of a company, being wound up, the proceeding shall not abate and may be continued by or against the executor, administrator or other legal representative of the parties or by or against the assignee, receiver or liquidator, as the case may be.

(2) In the case of death of a party during the pendency of the proceedings before the Tribunal, the legal representative of the deceased party may apply within ninety days of the date of such death for being brought on record.

(3) Where no petition or application is received from the legal representatives within the period specified in sub-rule (2), the proceedings shall abate:

Provided that for good and sufficient reasons shown, the Tribunal may allow substitution of the legal representatives of the deceased at any time before disposing the petition on merits.

54. Assessors or valuers.- (1) In any enquiry into a claim, the Tribunal may call in the aid of assessor or valuer, not exceeding two in number, who possess any technical or special knowledge with respect to any matter before the Tribunal for the purpose of assisting the Tribunal.

(2) An assessor or valuer shall perform such functions as the Tribunal may direct.

(3) The remuneration, if any, to be paid to an assessor or valuer shall in every case be determined by the Tribunal and be paid by it in the manner as may be specified by the Tribunal.

55. Pleadings before the Tribunal.- No pleadings, subsequent to the reply, shall be presented except by the leave of the Tribunal upon such terms as the Tribunal may think fit.

56. Application for execution.- For execution of order passed by the Tribunal, the holder of an order shall make an application to the Tribunal in **Form NCLT.8**.

57. Issue of process of execution.- (1) On receipt of an application under rule 56 the Tribunal shall issue a process for execution of its order in such Form as provided in the Code of Civil Procedure, 1908 (5 of 1908).

(2) The Tribunal shall consider objection, if any, raised by the respondent and make such order as it may deem fit and shall issue attachment or recovery warrant in such form as provided in the Code of Civil Procedure, 1908 (5 of 1908), as the case may be.

58. Effect of non-compliance.- Failure to comply with any requirement of these rules shall not invalidate any proceeding, merely by reason of such failure, unless the Tribunal is of the view that such failure has resulted in miscarriage of justice.

59. Procedure for imposition of penalty under the Act.- (1) Notwithstanding anything to the contrary contained in any rules or regulations framed under the Act, no order or direction imposing a penalty under the Act shall be made unless the person or the company or a party to the proceeding, during proceedings of the Bench, has been given a show cause notice and reasonable opportunity to represent his or her or its case before the Bench or any officer authorised in this behalf.

(2) In case the Bench decides to issue show cause notice to any person or company or a party to the proceedings, as the case may be, under sub-rule (1), the Registrar shall issue a show cause notice giving not less than fifteen days asking for submission of the explanation in writing within the period stipulated in the notice.

(3) The Bench shall, on receipt of the explanation, and after oral hearing if granted, proceed to decide the matter of imposition of penalty on the facts and circumstances of the case.

PART-V

Issuance of Orders and Disposal of Cases

60. Matters relating to the Judgments or Orders of the Tribunal.- (1) Once the final text of the judgment has been approved and adopted, the judgment shall be signed and dated by the President or the concerned Members or Member and the Registrar, and shall contain the names of the Members who have taken part in the decision.

(2) Any Member differing as to the grounds upon which the judgment was based or some of its conclusions, or dissenting from the judgment, may append a separate or dissenting opinion.

(3) In case the members who have heard the case are equally divided in passing the order or judgment, then the President shall constitute a Bench as referred in sub-section (5) of section 419 of the Act.

61. Amicus Curiae.- (1) The Tribunal may, as its discretion, permit any person or persons, including the professionals and professional bodies to render or to communicate views to the Tribunal as *amicus curiae* on any point or points or legal issues as the case may be as assigned to such *amicus curiae*.

(2) The Tribunal may permit *amicus curiae* to have access to the pleadings of the parties and the Tribunal shall enable the parties to submit timely observations on brief provided by the *amicus curiae*.

(3) The Tribunal shall be at liberty to direct either of the parties or both the parties to the proceedings involving a point on which the opinion of the *amicus curiae* has been sought, to bear such expenses or fee as may be ordered by the Tribunal.

(4) The judgment and any appended opinions shall be transmitted to the parties and to *amicus curiae*.

62. Recusal.- (1) For the purpose of maintaining the high standards and integrity of the Tribunal, the President or a Member of the Tribunal shall recuse himself:-

- (a) in any cases involving persons with whom the President or the Member has or had a personal, familial or professional relationship;
- (b) in any cases concerning which the President or the Member has previously been called upon in another capacity, including as advisor, representative, expert or witness; or
- (c) if there exists other circumstances such as to make the President or the Member's participation seem inappropriate

(2) The President or any Member recusing himself may record reasons for recusal:

Provided that no party to the proceedings or any other person shall have a right to know the reasons for recusal by the President or the Member in the case.

PART-VI

Other Procedures

63. Presentation and scrutiny of petitions or applications.- In case of the scrutiny of the petitions or applications as provided in Part III and elsewhere in these rules, if any person is aggrieved of the decision of the Registrar or such other officer officiating as the Registrar of the Benches, an appeal against the order of the Registrar shall be made within fifteen days of the making of such order to the President of the Principal Bench and at other places to any Member of the Bench designated by the President, and whose decision thereon shall be final.

PART- VII

Procedures in respect of matters earlier dealt by other quasi-judicial bodies, courts and tribunals

64. Matter earlier dealt by Company Law Board.- (1) Notwithstanding anything contained in any other law for the time being in force, an original civil action or case arising out of the Act, or any other corresponding provision of the Companies Act, 1956 or Reserve Bank of India Act, 1934 is filed or pending before the Company Law Board on the date on which the Tribunal is constituted, and the relevant provisions of the Act dealing with the Tribunal have been given effect, or the Company Law Board has been dissolved in pursuance of the provisions of the Act, then all the cases on such date pending with the Company Law Board or such Benches shall stand transferred to the respective Benches of the Tribunal exercising corresponding territorial jurisdiction as if the case had been originally filed in the Tribunal or its Bench to which it is transferred on the date upon which it was actually filed in the Company Law Board or its Bench from which it was transferred:

Provided that the Tribunal shall consider any action taken under the regulations of the Company Law Board as deemed to have been taken or done under the corresponding provisions of these rules and the provisions of the Act, and shall thereupon continue the proceedings, except in a case where the order is

reserved by the Company Law Board or its Bench and in such a case, the Tribunal shall reopen the matter and rehear the case as if the hearing had not taken place:

Provided further that the Tribunal is at liberty to call upon the parties in a case to produce further evidence or such other information or document or paper or adduce or record further depositions or evidence as may deem fit and proper in the interest of justice.

(2) It shall be lawful for the President or such Member to whom the powers are so delegated, to provide that matters falling under all other sections of the Act, shall be dealt with by such Benches consisting of one or more members as may be constituted in exercising of such power as enshrined in the Act:

Provided that matters pending before the Principal Bench of the Company Law Board as on the date of constitution of Tribunal shall continue and be disposed of by a bench consisting of not less than two Members of the Tribunal having territorial jurisdiction.

(3) It shall be lawful for the Tribunal to dispose of any case transferred to it wherever the Tribunal decides that further continuance of such application or petition transferred before the Tribunal shall be an unnecessary proceeding on account of changes which have taken place in the Act either upon an application filed by either of the parties to the proceedings or *suo motu*.

(4) A fresh petition or an application may also be filed in **Form NCLT 1** corresponding to those provisions of the Act, if both the parties thereto so consent with the approval of the Tribunal while withdrawing the proceedings as already continued before the Company Law Board and serve a copy of the petition on the parties thereto including the Central Government, Regional Director, Registrar of Companies, Official Liquidator or Serious Fraud Investigation Office, as the case may be, as provided in the Act, in the manner as provided under Part III.

(5) Upon an application to the Tribunal if the permission is granted to file a petition or an application in physical form, then the same shall be filed accompanied with the documents or papers to be attached thereto as required to prove the case subject to the provisions of the Act, and rules hereto.

(6) The same procedure shall also apply to other parties to application or petition for filing reply or counter thereto.

(7) Notwithstanding the above and subject to section 434 of the Act, the Tribunal may prescribe the rules relating to numbering of cases and other procedures to be followed in the case of transfer of such matters, proceedings or cases.

65. Petition or Application under sub-section (2) of section 45QA of the Reserve Bank of India Act, 1934 (2 of 1934).— Provisions of these rules shall apply, *mutatis mutandis*, to the application or petition made under sub-section (2) of section 45QA of the Reserve Bank of India Act, 1934 (2 of 1934) or under such other analogous provision of the other Act(s).

PART- VIII

Special Procedure

66. Application under sub- section (7) of section 7.— (1). An application under sub-section (7) of section 7 of the Act shall be filed to the Tribunal in **Form NCLT-1** and shall be accompanied by such documents as are mentioned in Annexure –B.

(2) Every application filed under sub rule (1) shall also set out the following particulars, namely:-

- (a) Name of the company and other details including date of incorporation, name and address of the subscribers, promoters and first directors; and
- (b) details of false or incorrect information or representation or material facts or information suppressed.
- (c) details of such documents in or declaration filed or made for incorporating such company,
- (d). involvement of promoters, subscribers and first directors in committing fraud during the course of incorporation;

(3) Subject to the provisions contained in Proviso to sub-section (7) of Section 7, the Tribunal may pass such orders, as it may think fit in accordance with clauses (a) to (e) of said sub-section (7).

67. Petition under sub-section (41) of section 2.- The Petition under the sub-section (41) of Section 2 be filed to the Tribunal in **Form NCLT-1** and shall be accompanied by such documents as are mentioned in Annexure –B.

68. Petition under section 14.- (1) A petition under the second provision to sub-section (1) of section 14 of the Act for the conversion of a public company into a private company, shall, not less than three months from the date of passing of special resolution, be filed to the Tribunal in **Form No. NCLT. 1** and shall be accompanied by such documents as are mentioned in Annexure B.

(2) Every petition filed under sub-rule (1) shall set out the following particulars:

- (a) the date of the Board meeting at which the proposal for alteration of Articles was approved;
- (b) the date of the general meeting at which the proposed alteration was approved;
- (c) State at which the registered office of the company was situated;
- (d) number of members in the company, number of members attended the meeting and number of members of voted for and against;
- (e) reason for conversion into a private company, effect of such conversion on shareholders, creditors, debenture holders and other related parties.
- (f) listed or unlisted public company;
- (g) the nature of the company, that is, a company limited by shares, a company limited by guarantee (having share capital or not having share capital) and unlimited company;
- (h) details as to whether a company registered under section 8 of the Act.

(3) There shall be attached to the application, a list of creditors and debenture holders, drawn up to the latest practicable date preceding the date of filing of petition by not more than two months, setting forth the following details, namely:-

- (a) the names and address of every creditor and debenture holder of the company;
- (b) the nature and respective amounts due to them in respect of debts, claims or liabilities;
- (c) in respect of any contingent or unascertained debt or any such claim admissible to proof in winding up of the company, the value, so far as can be justly estimated of such debt or claim:

Provided that the petitioner company shall file an affidavit, signed by the company secretary of the company, if any, and not less than two directors of the company, one of whom shall be a managing director, where there is one, to the effect that they have made a full enquiry into the affairs of the company and, having done so, have formed an opinion that the list of creditors is correct, and that the estimated value as given in the list of the debts or claims payable on a contingency or not ascertained are proper estimates of the values of such debts and claims and that there are no other debts of , or claims against, the company to their knowledge.

(4) A duly authenticated copy of the list of creditors shall be kept at the registered office of the company and any person desirous of inspecting the same may, at any time during the ordinary hours of business, inspect and take extracts from the same on payment of the sum of rupees ten per page to the company.

(5) The company shall at least fourteen days before the date of hearing; -

- (a) advertise the petition in accordance with rule 35;
- (b) serve, by registered post with acknowledgement due, individual notice in **Form NCLT. No. 3B** to the effect set out in sub-rule (a) on each debenture-holder and creditor of the company; and
- (c) serve, by registered post with acknowledgement due, a notice together with the copy of the petition to the Central Government, Registrar of Companies and to the Securities and Exchange Board of India, in the case of listed companies and to the regulatory body, if the company is regulated under any other Act.

(6) Where any objection of any person whose interest is likely to be affected by the proposed petition has been received by the petitioner, it shall serve a copy thereof to the Registrar on or before the date of hearing.

(7) While passing an order, the Tribunal may, if it is satisfied, having regard to all the circumstances of the case, that the conversion would not be in the interest of the company or is being made with a view to contravene or to avoid complying with the provisions of the Act, disallow the conversion with reasons to be recorded in writing.

69. Petition under sub-section (3) of section 55.- (1) The petition under sub-section (3) of section 55 of the Act shall be in **Form No. NCLT. 1** and shall be accompanied by documents mentioned in Annexure B and setting out:

- (a) particulars of registration
- (b) capital structure, the different classes of shares into which the share capital of the company is divided;
- (c) the provisions of the memorandum or articles authorizing the issue of preference shares;
- (d) total number of preference shares issued;
- (e) details of such preference shares that are not redeemed or unable to pay dividend;
- (f) terms and conditions of issue of such existing preference shares;
- (g) total number of such preference shares (unredeemed) and number of holders consented for with value of such preference shares and percentage of holders who have consented for; and
- (h) date or dates on which the consent was given or the resolution was passed.

(2) On petition under sub-section (1), the Tribunal, after hearing the petitioner and any other person as appears to it to be interested in the petition, may, if it is satisfied, having regard to all the circumstances of the case, approve for issue of further redeemable preference shares equal to the amount due, including the dividend thereon, in respect of unredeemable preference shares:

Provided that the Tribunal shall, while giving approval, order the redemption forthwith of preference shares held by such persons who have not consented to the issue of further redeemable preference shares:

Provided further that the Tribunal may, at its discretion, make such orders as to costs as it thinks fit.

(3) The decision of the Tribunal on the petition shall be final.

70. Appeal under sections 58 and 59.- (1) The appeals against the refusal for registration of transfer or transmission of securities under section 58 or for rectification of register of members under section 59 shall be made to the Tribunal by way of a petition in **Form No. NCLT. 1** and shall be accompanied by such documents as are mentioned in Annexure B:

Provided that a copy of the appeal shall be served on the concerned company at its registered office immediately after filing of the petition with the Tribunal.

(2) The petitioner shall at least fourteen days before the date of hearing advertise the petition in accordance with rule 35.

(3) Where any objection of any person whose interest is likely to be affected by the proposed petition has been received by the petitioner, it shall serve a copy thereof to the Registrar on or before the date of hearing:

(4) The Tribunal may, while dealing with a petition under section 58 or 59, at its discretion, make-

- (a) order or any interim order, including any orders as to injunction or stay, as it may deem fit and just;
- (b) such orders as to costs as it thinks fit; and
- (c) incidental or consequential orders regarding payment of dividend or the allotment of bonus or rights shares.

(5) On any petition under section 59, the Tribunal may-

- (a) decide any question relating to the title of any person who is a party to the petition to have his name entered in, or omitted from, the register;

(b) generally decide any question which is necessary or expedient to decide in connection with the application for rectification.

(6) the decision of the Tribunal on any such petition shall be final.

71. Application under proviso to clause (b) of sub-section (1) of section 61.

(1) An application for obtaining the approval of the Tribunal for the consolidation and division of all or any of the share capital into shares of a larger amount than its existing shares which results in changes in the voting percentage of shareholders shall be filed in **Form No. NCLT. 1** and shall be accompanied by such documents as are mentioned in Annexure B.

(2) The application shall, *inter alia*, set forth the following:-

- (a) provision of articles authorising such consolidation or division;
- (b) existing capital structure of the company;
- (c) new capital structure of the company after the consolidation or division;
- (d) class of shares being consolidated or divided;
- (e) face value of shares pre and post consolidation or division;
- (f) justification for such consolidation or division;

(3) The company shall at least fourteen days before the date of hearing

(a) advertise the petition in accordance with rule 35; and

(b) serve, by registered post with acknowledgement due, a notice together with the copy of the application to the Central Government, Registrar of Companies and to the Securities and Exchange Board of India, in the case of listed companies and to the regulatory body, if the company is regulated under any other Act.

(4) Where any objection of any person whose interest is likely to be affected by the proposed application has been received by the applicant, it shall serve a copy thereof to the Central Government, Registrar of Companies and the Securities Exchange Board of India, in the case of listed companies and to any regulator, if the company is regulated under any other Act on or before the date of hearing.

(5) Upon hearing the application or any adjourned hearing thereof, the Tribunal may pass such order, subject to such terms and conditions, as it thinks fit.

72. Appeal against the order of the Government under Section 62(4).- (1) Where any Government by virtue of provisions of sub-section (4) of section 62, in public interest, converts the debentures or loan or any part thereof into shares in the company on such terms and conditions as appear to the Government to be reasonable in the circumstances of the case even in terms of the issue of such debentures or the raising of such loans do not include a term for providing for an option for such conversion.

(2) If such terms and conditions of conversion are not acceptable to the company, it may, within sixty days from the date of communication of such order, appeal to the Tribunal, in **Form – NCLT-9**, which shall after hearing the company and the Government, pass such order as it deems fit.

73. Application under sections 71(9), 71(10), section 73(4) or section 74(2) and 76(2).- (1) Where a company fails to redeem the debentures or repay the deposits or any part thereof or any interest thereon, an application under sub-section (10) of section 71 or under sub-section (4) of section 73 of the Act or section 45QA of the Reserve Bank of India Act, 1934 (2 of 1934), shall be filed to the Tribunal, in **Form No. NCLT. 11** in duplicate and shall be accompanied by such documents as are mentioned in Annexure B, by-

- (a) in case of debentures, all or any of the debenture holders concerned, or debenture trustee; or
- (b) in case of deposits, all or any of the depositors concerned, or where the deposits are secured, by the deposit trustee.

(2) There shall be attached to the application, a list of depositors or debenture holders, as the case may be, setting forth the following details in respect of every such depositor or debenture holder:-

- (a) full name, age, father's/ mother's/ spouse's name, occupation and full residential address;

- (b) fixed deposit receipt number or debenture certificate number, as the case may be;
- (c) date of maturity;
- (d) amount due to the person by the company;
- (e) amount already paid by the company, if any;
- (f) total amount due as on the date on the application:

Provided that where the company is the applicant, it shall file an affidavit stating that the list of depositors or debenture holders, as the case may be, is correct, and that the estimated values as given in the list of the amount payable to such depositors or debenture holders are proper estimates of the values of such debts and claims.

(3) The Tribunal shall pass an appropriate order within a period of sixty days from the date of receipt of application under sub-rule (1):

Provided that the Tribunal shall, before making any order under this rule, give a reasonable opportunity of being heard to the company and any other person interested in the matter.

(4) The Tribunal may, if it is satisfied, on the application filed under sub-rule (1), that it is necessary so to do, to safeguard the interests of the company, the debenture holders or the depositors, as the case may be, or in the public interest, direct, by order, the company to make repayment of such deposit or debenture or part thereof forthwith or within such time and subject to such conditions as may be specified in the order:

Provided that while passing the order, the Tribunal shall consider the financial condition of the company, the amount or deposit or debenture or part thereof and the interest payable thereon.

(5) The application under sub-section (2) of section 74 and sub-section (2) of section 76 read with section 74(2) shall be in **Form NCLT-1** and shall accompanied with the documents as per Annexure B.

(6) A copy of application under sub-section (2) of section 76 and under sub-section (2) of section 74 shall be served on the Regional Director and the Registrar of Companies before the date of hearing.

(7) The Registrar of Companies in consultation with Regional Director shall submit before the Tribunal, the report on the affairs of the company within thirty days from the date of the receipt of the application and Tribunal may consider any observation made by the Registrar of Companies before passing an order.

74. Application for calling or obtaining a direction to call annual general meeting.—(1) An application under section 97 for calling or obtaining a direction to call the annual general meeting of the company shall be made by any member of the company in **Form No. NCLT. 1** and shall be accompanied by the documents specified in Annexure B.

(2) A copy of the application shall be served on the Registrar of Companies on or before the date of hearing.

75. Application for obtaining an order for calling of general meeting (other than Annual General Meeting). — (1) An application under section 98 for obtaining an order for calling of a general meeting (other than Annual General Meeting) shall be made by any director or member of the company in **Form No. NCLT. 1** and shall be accompanied by the documents specified in Annexure B.

(2) A copy of the application shall be served on the Registrar of Companies on or before the date of hearing.

76. Inspection of minute-books of general meeting.—Where any member has requested the company for inspection of minute-book of general meeting on payment of requisite fee and the company refused to give such inspection, he may apply to the Tribunal in **Form No NCLT-9** for direction to the company for inspection of minute-book of general meeting.

77. Application under section 131. — (1) Where it appears to the directors of a company that the financial statement of the company or the report of the Board do not comply with the provisions of section 129 or section 134, the application shall be filed in **Form No. NCLT-1** within fourteen days of the decision taken by the Board.

(2) In case the majority of the directors of company or the auditor of the company has been changed immediately before the decision is taken to apply under section 131, the company shall disclose such facts in the application.

(3) The application shall, *inter alia*, set forth the following particulars, namely’-

- (a) financial year or period to which such accounts relates;
- (b) the name and contact details of the Managing Director, Chief Financial Officer, directors, Company Secretary and officer of the company responsible for making and maintaining such books of accounts and financial statement;
- (c) where such accounts are audited, the name and contact details of the auditor or any former auditor who audited such accounts;
- (d) copy of the Board resolution passed by the Board of Directors;
- (e) grounds for seeking revision of financial statement or Board’s Report.

(4) The company shall at least fourteen days before the date of hearing advertise the application in accordance with rule 35.

(5) The Tribunal shall issue notice and hear the auditor of the original financial statement, if present auditor is different and after considering the application and hearing the auditor and any other person as the Tribunal may deem fit, may pass appropriate order in the matter.

(6) A certified copy of the order of the Tribunal shall be filed with the Registrar of Companies within thirty days of the date of receipt of the certified copy..

(7) On receipt of approval from Tribunal a general meeting may be called and notice of such general meeting along with reasons for change in financial statements may be published in newspaper in English and in vernacular language.

(8) In the general meeting, the revised financial statements, statement of directors and the statement of auditors may be put up for consideration before a decision is taken on adoption of the revised financial statements.

(9) On approval of the general meeting, the revised financial statements along with the statement of auditors or revised report of the Board, as the case may be, shall be filed with the Registrar of Companies within thirty days of the date of approval by the general meeting.

78. Application under Section 140.—(1) An application may be filed by the director on behalf of the company or the aggrieved auditor to the Tribunal in **Form NCLT-1** and shall be accompanied by such documents as are mentioned in Annexure “B”.

(2) Where the Tribunal is satisfied on an application of the company or the aggrieved person that the rights conferred by the provisions of section 140 are being abused by the auditor, then, the copy of the representation need not be sent and the representation need not be read out at the meeting.

(3) If the application is made by the Central Government and the Tribunal is satisfied that any change of the auditor is required, it shall within fifteen days of receipt of such application make an order that the auditor shall not function as an auditor and the Central Government may appoint another auditor in his place.

79. Application under section 169.—The Company or any other person who claims to be aggrieved may make an application to the Tribunal in **Form NCLT-1** and shall be accompanied with such documents as are mentioned in Annexure B.

80. Application under section 213 for investigation. —An application under section 213 may be made in **Form NCLT-1** and shall be accompanied with such documents as are mentioned in Annexure B.

81. Application under section 241.— (1) An Application under clause (a) or clause (b) of sub-section (1) of section 241 of the Act, shall be filed in the **Form NCLT-1** and shall be accompanied with such documents as are mentioned in Annexure B.

(2) Where an application is presented under section 241 on behalf of any members of a company entitled to apply under sub-section (1) of the said section, by any one or more of them, the letter of consent signed by the rest of the members so entitled authorising the applicant or the applicants to present the petition on their behalf, shall be annexed to the application, and the names and addresses of all the members on whose behalf the application is presented shall be set out in a schedule to the application, and where the company has a

share capital, the application shall state whether the applicants have paid all calls and other sums due on their respective shares.

(3) A copy of every application made under this rule shall be served on the company, other respondents and all such persons as the Tribunal may direct.

82. Withdrawal of Application filed under section 241.— (1) An application under clause (a) or clause (b) of sub-section (1) of section 241 of the Act, shall not be withdrawn without the leave of the Tribunal.

(2) An Application for withdrawal under sub-rule (1) shall be filed in the **Form NCLT-9**.

83. Application under section 243.— (1) An application under clause (b) of sub-section (1) of section 243 of the Act for leave to any of the persons mentioned therein to be appointed or to act as the managing director or other director or manager of the company, shall be filed as per the appropriate **Form NCLT-1** and shall be accompanied with such documents as are mentioned in Annexure B.

(2) An application under sub - rule (1) shall state whether a notice of intention to apply for such leave, as required under the proviso to sub-section (1) of section 243 of the Act, has been given to the Central Government and such application shall also be accompanied by a copy of such notice.

(3) The notice of the date of hearing of the application together with a copy of the application shall be served on the Central Government not less than fifteen days before the date fixed for the hearing.

84. Right to apply under section 245.— (1) An application under sub-section (1) of section 245, read with sub-section (3) of section 245 of the Act, shall be filled in **Form NCLT-9**.

(2) A copy of every application under sub-rule (1) shall be served on the company, other respondents and all such persons as the Tribunal may direct.

85. Conducting a class action suit.— (1) Without prejudice to the generality of the provisions of sub-section (4) of section 245 of the Act, the Tribunal may, while considering the admissibility of an application under the said section, in addition to the grounds specified therein, take into account the following:

- (a) whether the class has so many members that joining them individually would be impractical, making a class action desirable;
- (b) whether there are questions of law or fact common to the class;
- (c) whether the claims or defences of the representative parties are typical of the claims or defences of the class;
- (d) whether the representative parties will fairly and adequately protect the interests of the class.

(2) For the purposes of clause (c) of sub-section (4) of section 245, while considering the desirability of an individual or separate action as opposed to a class action, the Tribunal may take into account, in particular, whether admitting separate actions by member or members or depositor or depositors would create a risk of:-

- (a) inconsistent or varying adjudications in such separate actions; or
- (b) adjudications that, as a practical matter, would be dispositive of the interests of the other members;
- (c) adjudications which would substantially impair or impede the ability of other members of the class to protect their interests.

86. Rule of opt-out.— (1) A member of a class action under section 245 of the Act is entitled to opt-out of the proceedings at any time after the institution of the class action, with the permission of the Tribunal, as per **Form No. NCLT-1**.

(2) For the purposes of this rule, a class member who receives a notice under clause (a) of sub section (5) of section 245 of the Act shall be deemed to be the member of a class, unless he expressly opts out of the proceedings, as per the requirements of the notice issued by the Tribunal in accordance with rule 38.

(3) A class member opting out shall not be precluded from pursuing a claim against the company on an individual basis under any other law, where a remedy may be available, subject to any conditions imposed by the Tribunal.

87. Publication of notice.— (1) For the purposes of clause (a) of sub section (5) of section 245 of the Act, on the admission of an application filed under sub-section (1) of section 245 of the Act, a public notice shall be issued by the Tribunal as per **Form No. NCLT-13** to all the members of the class by-

- (a) publishing the same within seven days of admission of the Application by the Tribunal at least once in a vernacular newspaper in the principal vernacular language of the State in which the registered office of the company is situated and at least once in English in an English newspaper that is in circulation in that State;
- (b) requiring the company to place the public notice on the website of such company, if any, in addition to publication of such public notice in newspaper under sub-clause (a):

Provided that such notice shall also be placed on the websites of the Tribunal and the Ministry of Corporate Affairs, the concerned Registrar of Companies and in respect of a listed company on the website of the concerned stock exchange where the company has any of its securities listed, until the application is disposed of by the Tribunal.

(2) The date of issue of the newspaper in which such notice appears shall be considered as the date of serving the public notice to all the members of the class.

(3) The public notice shall, *inter alia*, contain the following-

- (a) name of the lead applicant;
- (b) brief particulars of the grounds of application;
- (c) relief sought by such application;
- (d) statement to the effect that application has been made by the requisite number of members/depositors;
- (e) statement to the effect that the application has been admitted by the Tribunal after considering the matters stated under sub-section (4) of section 245 and these rules and it is satisfied that the application may be admitted;
- (f) date and time of the hearing of the said application;
- (g) time within which any representation may be filed with the Tribunal on the application;
- (h) the details of the admission of the application and the date by which the form of opt out has to be completed and sent as per **Form NCLT-1** and shall be accompanied with such documents as are mentioned in Annexure “B”, and such other particulars as the Tribunal thinks fit.

(4) The cost or expenses connected with the publication of the public notice under this rule shall be borne by the applicant and shall be defrayed by the company or any other person responsible for any oppressive act in case order is passed in favour of the applicant.

88. Reference to the Tribunal.—Any reference to the Tribunal by the Registrar of Companies under section 441 of the Act, or any reference to the Tribunal by the Central Government under proviso to sub-section (5) of section 140, 221, sub-section (2) of section 224, sub-section (5) of section 224, sub-section (2) of section 241 of the Act, or reference under sub-section (2) of section 75 or any complaint by any person under sub-section (1) of section 222, or any reference by a company under clause (c) of sub-section (4) of section 22A of the Securities Contracts (Regulations) Act, 1956 shall be made by way of a petition or application in **Form No. NCLT- 9** in Annexure A and shall be accompanied by documents mentioned in Annexure-B.

PART IX

CAUSE LIST

89. Preparation and publication of daily cause list.— (1) The Registry shall prepare and publish on the notice board of the Registry before the closing of working hours on each working day the cause list for the next working day and subject to the directions of the President, listing of cases in the daily cause list shall be in the following order of priority, unless otherwise ordered by the concerned Bench; namely;-

- (a) cases for pronouncement of orders;
- (b) cases for clarification;
- (c) cases for admission;
- (d) cases for orders or directions;
- (e) part-heard cases, latest part-heard having precedence; and
- (f) cases posted as per numerical order or as directed by the Bench;

(2) The title of the daily cause list shall consist of the number of the appeal or petition, the day, date and time of the court sitting, court hall number and the coram indicating the names of the President, Judicial Member and Technical Member constituting the Bench.

(3) Against the number of each case listed in the daily cause list, the following shall be shown, namely:-

- (a) names of the legal practitioners appearing for both sides and setting out in brackets the rank of the parties whom they represent;
- (b) names of the parties, if unrepresented, with their ranks in brackets.

(4) The objections and special directions, if any, of the Registry shall be briefly indicated in the daily cause list in remarks column, whenever compliance is required.

90. Carry forward of cause list and adjournment of cases on account of non-sitting of a Bench.—(1) If by reason of declaration of holiday or for any other unforeseen reason, the Bench does not function for the day, the daily cause list for that day shall, unless otherwise directed, be treated as the daily cause list for the next working day in addition to the cases already posted for that day.

(2) When the sitting of a particular Bench is cancelled for the reason of inability of a Member of the Bench, the Registrar shall, unless otherwise directed, adjourn the cases posted before that Bench to a convenient date and the adjournment or posting or directions shall be notified on the notice board of the Registry.

PART X

RECORD OF PROCEEDINGS

91. Diaries.—(1) Diaries shall be kept by the clerk-in-charge in such form as may be specified in each appeal or petition or application and they shall be written legibly.

(2) The diary in the main file shall contain a concise history of the appeal or petition or application, the substance of the order passed thereon and in execution proceedings, it shall contain a complete record of all proceedings in execution of order or direction or rule and shall be checked by the Deputy Registrar and initialed once in a fortnight.

92. Order sheet.— (1) The Court Master of the Bench shall maintain order sheet in every proceedings and shall contain all orders passed by the Tribunal from time to time .

(2) All orders passed by the Tribunal shall be in English and the same shall be signed by the Members of the Tribunal constituting the Bench:

Provided that the routine orders, such as call for of the records, put up with records, adjourned and any other order as may be directed by the Member of the Tribunal shall be signed by the Court Master of the Bench.

(3) The order sheet shall also contain the reference number of the appeal or petition or application, date of order and all incidental details including short cause title thereof.

93. Maintenance of court diary.— (1) The Court Master of the Bench shall maintain legibly a Court Diary, wherein he shall record the proceedings of the court for each sitting with respect to the applications or petitions or appeals listed in the daily cause list.

(2) The matters to be recorded in the court Diary shall include details as to whether the case is adjourned, or part-heard or heard and disposed of or heard and orders reserved, as the case may be, along with dates of next sitting wherever applicable.

94. Statutes or citations for reference.—The parties or legal practitioners shall, before the commencement of the proceedings for the day, furnish to the Court Master a list of law journals, reports, statutes and other citations, which may be needed for reference or photocopy of full text thereof.

95. Calling of cases in court.—Subject to the orders of the Bench, the Court Master shall call the cases listed in the cause list in the serial order.

96. Regulation of court work.— (1) When the Tribunal is holding a sitting, the Deputy Registrar shall ensure –

- (a) that no inconvenience or wastage of time is caused to the Bench in making available the services of Court Master or stenographer or peon or attender;
- (b) the Court Master shall ensure that perfect silence is maintained in and around the Court Hall and no disturbance whatsoever is caused to the functioning of the Bench and that proper care is taken to maintain dignity and decorum of the court.

(2) When the Bench passes order or issues directions, the Court Master shall ensure that the records of the case along with proceedings or orders of the Bench are transmitted immediately to the Registry and the Registry shall verify the case records received from the Court Master with reference to the cause list and take immediate steps to communicate the directions or orders of the Bench.

PART XI

MAINTENANCE OF REGISTERS

97. Registers to be maintained.—The following Registers shall be maintained and posted on a day to day basis by the Registry of the Tribunal by such ministerial officer or officers as the Registrar may, subject to any order of the President, direct –

- (a) register of petitions;
- (b) register of unnumbered petitions or appeals;
- (c) register of caveats lodged; and
- (d) register of interlocutory applications;

98. Arrangement of records in pending matters.—The record of appeal or petition shall be divided into the following four parts and shall be collated and maintained –

- (a) main file : (Petition being kept separately);
- (b) miscellaneous application file;
- (c) process file; and
- (d) execution file

99. Contents of main file.—The main file shall be kept in the following order and it shall be maintained as permanent record till ordered to be destroyed under the rules –

- (a) index;
- (b) order sheet;
- (c) final order or judgment;
- (d) memo of appeal or petition, as the case may be, together with any schedule annexed thereto;
- (e) counter or reply or objection, if any;
- (f) (i) oral evidence or proof of affidavit;
(ii) evidence taken on commission; and
(iii) documentary evidence;
- (g) written arguments.

100. Contents of process file.—The process file shall contain the following items; namely –

- (a) index;
- (b) power of attorney or vakalatnama;
- (c) summons and other processes and affidavits relating thereof;
- (d) applications for summoning witness;
- (e) letters calling records; and
- (f) all other miscellaneous papers such as postal acknowledgements.

101. Execution file.—The execution file shall contain the following items, namely-

- (a) index;
- (b) the order sheet;
- (c) the execution application;
- (d) all processes and other papers connected with such execution proceedings;
- (e) transmission of order to civil court, if ordered; and
- (f) result of execution;

102. File for miscellaneous applications.—For all miscellaneous applications there may be only one file with a title page prefixed to it and immediately after the title page, the diary, the miscellaneous applications, supporting affidavit, the order sheet and all other documents shall be filed.

103. Preservation of Record.— (1) All necessary documents and records relating to petitions or applications dealt with by the Tribunal shall be stored or maintained as provided in these rules and other physical records kept in a record room shall be preserved for a period of five years after the passing of the final order.

(2) Notwithstanding anything contained in sub-rule (1) the record of the petitions or applications dealt with by the Tribunal including the orders and directions passed by the Tribunal, shall be maintained by the Registry of the Tribunal for a period of fifteen years after the passing of the final order.

104. Retention, Preservation and Destruction of Records.— (1) The Record Keeper or any other officer so designated shall be responsible for the records consigned to the Record Room. He shall scrutinize the records received by him within three days and prepare an index.

(2) On the expiry of the period for preservation of the records specified under rule 103, the Registrar shall weed out the record.

PART XII

Service of Process / Appearance of Respondents And Objections

105. Issue of notice.— (1) Where notice of an appeal or petition for caveat or interlocutory application is issued by the Tribunal, copies of the same, the affidavit in support thereof and if so ordered by the Tribunal, the copy of other documents filed therewith, if any, shall be served along with the notice on the other side.

(2) The aforesaid copies shall show the date of presentation of the appeal or petition for caveat or interlocutory application and the name of the authorised representative, if any, of such party with his full address for service and the interim order, if any, made thereon.

(3) The Tribunal may order for issuing notice in appropriate cases and also permit the party concerned for service of the said notice on the other side by *Dasti* and in such case, deliver the notice to such party and it is for such party to file affidavit of service with proof.

(4) Acknowledgement under sub-rule (3) shall be filed by the party with the Registry before the date fixed for return of notice.

106. Summons.—Whenever summons or notice is ordered by private service, the appellant or applicant or petitioner, as the case may be, unless already served on the other side in advance, shall arrange to serve the

copy of all appeals or petition or application by registered post or courier service and file affidavit of service with its proof of acknowledgement before the date fixed for hearing.

107. Steps for issue of fresh notice.— (1) If any notice issued under rule 105 is returned unserved, that fact and the reason thereof shall be notified immediately on the notice board of the Registry.

(2) The applicant or petitioner or his authorised representative shall within seven days from the date of the notification, take steps to serve the notice afresh.

108. Consequence of failure to take steps for issue of fresh notice.—Where, after a summon has been issued to the other side, and returned unserved, and the applicant or petitioner or appellant, as the case may be, fails to take necessary steps within a period as ordered by the Tribunal from the date of return of the notice on the respondent, the Registrar shall post the case before the Bench for further directions or for dismissal for non-prosecution.

109. Entries regarding service of notice or process.—The judicial branch of the Registry shall record in the column in the order sheet 'Notes of the Registry', the details regarding completion of service of notice on the respondents, such as date of issue of notice, date of service, date of return of notice, if unserved, steps taken for issuing fresh notice and date of completion of services, etc.

110. Default of appearance of respondent and consequences.—Where the respondent, despite effective service of summons or notice on him does not appear before the date fixed for hearing, the Tribunal may proceed to hear the appeal or application or petition *ex-parte* and pass final order on merits:

Provided that it is open to the Tribunal to seek the assistance of any counsel as it deems fit in case the matter involves intricate and substantial questions of law having wide ramifications.

111. Filing of objections by respondent, form and consequences.— (1) The respondent, if so directed, shall file objections or counter within the time allowed by the Tribunal.

(2) The objections or counter shall be verified as an appeal or petition and wherever new facts are sought to be introduced with the leave of the Tribunal for the first time, the same shall be affirmed by a supporting affidavit.

(3) The respondent, if permitted to file objections or counter in any proceeding shall also file three copies thereof after serving copies of the same on the appellant or petitioner or their Counsel on record or authorised representative, as the case may be.

PART XIII

Fee on Petition or Appeal, Process Fee And Award of Costs

112. Fees.— (1) In respect of the several matters mentioned in the Annexures, there shall be paid fees as prescribed in the Schedule of Fees appended to these rules;

Provided that no fee shall be payable or shall be liable to be collected on a petition or application filed or reference made by the Registrar of Companies, Regional Director or by any officer on behalf of the Central Government.

(2) In respect of every interlocutory application, there shall be paid fees as prescribed in Schedule of Fees of these rules:

Provided that no fee shall be payable or shall be liable to be collected on an application filed by the Registrar of Companies, Regional Director or by an officer on behalf of the Central Government.

(3) In respect of a petition or appeal or application filed or references made before the Principal Bench or the Bench of the Tribunal, fees referred to in this Part shall be paid by means of a bank draft drawn in favour of the Pay and Accounts Officer, Ministry of Corporate Affairs, New Delhi/Kolkata/Chennai /Mumbai, as the case may be or as decided by the President.

113. Award of costs in the proceedings.— (1) Whenever the Tribunal deems fit, it may award cost for meeting the legal expenses of the respondent of defaulting party.

(2) The Tribunal may in suitable cases direct appellant or respondent to bear the cost of litigation of the other side, and in case of abuse of process of court, impose exemplary costs on defaulting party.

PART XIV**INSPECTION OF RECORD**

114. Inspection of the records.- (1) The parties to any case or their authorised representative may be allowed to inspect the record of the case by making an application in writing to the Registrar and by paying the fee prescribed thereof.

(2) Subject to such terms and conditions as may be directed by the President by a general or special order, a person who is not a party to the proceeding, may also be allowed to inspect the proceedings after obtaining the permission of the Registrar in writing.

115. Grant of inspection.- Inspection of records of a pending or decided case before the Tribunal shall be allowed only on the order of the Registrar.

116. Application for grant of inspection.- (1) Application for inspection of record under sub-rule (1) and (2) of rule 114, shall be presented at Registry between 10.30 AM and 3.00 PM on any working day and two days before the date on which inspection is sought, unless otherwise permitted by the Registrar.

(2) The Registry shall submit the application with its remarks before the Registrar, who shall, on consideration of the same, pass appropriate orders.

(3) Inspection of records of a pending case shall not ordinarily be permitted on the date fixed for hearing of the case or on the preceding day.

117. Mode of inspection.- (1) On grant of permission for inspection of the records, the Deputy Registrar shall arrange to procure the records of the case and allow inspection of such records on the date and time fixed by the Registrar between 10.30 AM and 12.30 PM and between 2.30 PM and 4.30 PM in the immediate presence of an officer authorised in that behalf by the Registrar.

(2) The person inspecting the records shall not in any manner cause dislocation, mutilation, tampering or damage to the records in the course of inspection.

(3) The person inspecting the records shall not make any marking on any record or paper so inspected and taking notes, if any, of the documents or records inspected may be done only in pencil.

(4) The person supervising the inspection, may at any time prohibit further inspection, if in his opinion, any of the records are likely to be damaged in the process of inspection or the person inspecting the records has violated or attempted to violate the provisions of these rules and shall immediately make a report about the matter to the Registrar and seek further orders from the Registrar and such notes shall be made in the Inspection Register.

118. Maintenance of register of inspection.- The Deputy Registrar shall cause to maintain a Register for the purpose of inspection of documents or records and shall obtain therein the signature of the person making such inspection on the Register as well as on the application on the conclusion of inspection.

PART XV**Appearance of authorised representative**

119. Appearance of authorised representative.- Subject to as hereinafter provided, no legal practitioner or authorised representative shall be entitled to appear and act, in any proceeding before the Tribunal unless he files into Tribunal vakalatnama or Memorandum of Appearance as the case may, duly executed by or on behalf of the party for whom he appears.

120. Consent for engaging another legal practitioner.- A legal practitioner proposing to file a Vakalatnama or Memorandum of Appearance as the case may be, in any pending case or proceeding before the Tribunal in which there is already a legal practitioner or authorised representative on record, shall do so only with the written consent of the legal practitioner or the authorised representative on record or when such consent is refused, with the permission of the Tribunal after revocation of Vakalatnama or Memorandum of Appearance as the case may be, on an application filed in this behalf, which shall receive consideration only after service of such application on the counsel already on record.

121. Restrictions on appearance.- A legal practitioner or the authorised representative as the case may be, who has tendered advice in connection with the institution of any case or other proceeding before the Tribunal or has drawn pleadings in connection with any such matter or has during the progress of any such matter acted for a party, shall not, appear in such case or proceeding or other matter arising therefrom or in any matter connected therewith for any person whose interest is opposed to that of his former client, except with the prior permission of the Tribunal.

122. Restriction on party's right to be heard.- The party who has engaged a legal practitioner or authorised representative to appear for him before the Tribunal may be restricted by the Tribunal in making presentation before it.

123. Empanelment of special authorised representatives by the Tribunal.- (1) The Tribunal may draw up a panel of authorised representatives or valuers or such other experts as may be required by the Tribunal to assist in proceedings before the Tribunal.

(2) The President may call upon any of the persons from panel under sub-rule (1) for assistance in the proceedings before the Bench, if so required.

(3) The remuneration payable and other allowances and compensation admissible to such persons shall be specified in consultation with the Tribunal.

124. Professional dress for the authorised representatives.- While appearing before the Tribunal, the authorised representatives shall wear the same professional dress as prescribed in their Code of Conduct.

PART XVI

AFFIDAVITS

125. Title of affidavits.- Every affidavit shall be titled as 'Before the National Company Law Tribunal.' followed by the cause title of the appeal or application or other proceeding in which the affidavit is sought to be used.

126. Form and contents of the affidavit.- The affidavit shall conform to the requirements of order XIX, rule 3 of Civil Procedure Code, 1908 (5 of 1908).

127. Persons authorised to attest.- Affidavits shall be sworn or affirmed before an advocate or notary, who shall affix his official seal.

128. Affidavits of illiterate, visually challenged persons.- Where an affidavit is sworn or affirmed by any person who appears to be illiterate, visually challenged or unacquainted with the language in which the affidavit is written, the attester shall certify that the affidavit was read, explained or translated by him or in his presence to the deponent and that he seemed to understand it, and made his signature or mark in the presence of the attester in **Form NCLT-14**.

129. Identification of deponent.- If the deponent is not known to the attester, his identity shall be testified by a person known to him and the person identifying shall affix his signature in token thereof.

130. Annexures to the affidavit.- (1) Document accompanying an affidavit shall be referred to therein as Annexure number and the attester shall make the endorsement thereon that this is the document marked putting the Annexure number in the affidavit.

(2) The attester shall sign therein and shall mention the name and his designation.

PART XVII

DISCOVERY, PRODUCTION AND RETURN OF DOCUMENTS

131. Application for production of documents, form of summons.-(1) Except otherwise provided hereunder, discovery or production and return of documents shall be regulated by the provisions of the Code of Civil Procedure, 1908 (5 of 1908).

(2) An application for summons to produce documents shall be on plain paper setting out the document the production of which is sought, the relevancy of the document and in case where the production of a certified copy would serve the purpose, whether application was made to the proper officer and the result thereof.

(3) A summons for production of documents in the custody of a public officer other than a court shall be in **Form NCLT-15** and shall be addressed to the concerned Head of the Department or such other authority as may be specified by the Tribunal.

132. *Suo motu* summoning of documents.- Notwithstanding anything contained in these rules, the Tribunal may, *suo motu*, issue summons for production of public document or other documents in the custody of a public officer.

133. Marking of documents.- (1) The documents when produced shall be marked as follows :

- (a) If relied upon by the appellant's or petitioner's side, they shall be numbered as 'A' series.
- (b) If relied upon by the respondent's side, they shall be marked as 'B' series.
- (c) The Tribunal exhibits shall be marked as 'C' series.

(2) The Tribunal may direct the applicant to deposit with the Tribunal by way of Demand Draft or Indian Postal Order drawn in favour of the Pay and Accounts Officer, Ministry of Corporate Affairs, New Delhi, a sum sufficient to defray the expenses for transmission of the records before the summons is issued.

134. Return and transmission of documents.- (1) An application for return of the documents produced shall be numbered and no such application shall be entertained after the destruction of the records.

(2) The Tribunal may, at any time, direct return of documents produced subject to such conditions as it deems fit.

PART XVIII

EXAMINATION OF WITNESSES AND ISSUE OF COMMISSIONS

135. Procedure for examination of witnesses, issue of Commissions.- The provisions of the Orders XVI and XXVI of the Code of Civil Procedure, 1908 (5 of 1908), shall *mutatis mutandis* apply in the matter of summoning and enforcing attendance of any person and examining him on oath and issuing commission for the examination of witnesses or for production of documents.

136. Examination in camera.- The Tribunal may in its discretion examine any witness in camera.

137. Form of oath or affirmation to witness.- Oath shall be administered to a witness in the following form :

"I do swear in the name of God/solemnly affirm that what I shall state shall be truth, the whole truth and nothing but the truth".

138. Form of oath or affirmation to interpreter.- Oath or solemn affirmation shall be administered to the interpreter in the following form before the Bench Officer or the Court Officer as the case may be, as taken for examining a witness:

"I do swear in the name of God/solemnly affirm that I will faithfully and truly interpret and explain all questions put to and evidence given by witness and translate correctly and accurately all documents given to me for translation."

139. Officer to administer oath.- The oath or affirmation shall be administered by the Court Master.

140. Form recording of deposition.- (1) The Deposition of a witness shall be recorded in **Form NCLT-16**.

(2) Each page of the deposition shall be initialed by the Members constituting the Bench.

(3) Corrections, if any, pointed out by the witness may, if the Bench is satisfied, be carried out and duly initialled. If not satisfied, a note to the effect be appended at the bottom of the deposition.

141. Numbering of witnesses.- The witnesses called by the applicant or petitioner shall be numbered consecutively as PWs and those by the respondents as RWs.

142. Grant of discharge certificate.- Witness discharged by the Tribunal may be granted a certificate in **Form NCLT-17** by the Registrar.

143. Witness allowance payable.- (1) Where the Tribunal issues summons to a Government servant to give evidence or to produce documents, the person so summoned may draw from the Government travelling and daily allowances admissible to him as per rules.

(2) Where there is no provision for payment of Travelling Allowances and Daily Allowance by the employer to the person summoned to give evidence or to produce documents, he shall be entitled to be paid as allowance, (a sum in the opinion of the Registrar sufficient to defray the travelling and other expenses), having regard to the status and position of the witness.

(3) The party applying for the summons shall deposit with the Registrar the amount of allowance as estimated by the Registrar well before the summons is issued.

(4) If the witness is summoned as a court witness, the amount estimated by the Registrar shall be paid as per the directions of the Tribunal.

(5) The aforesaid provisions would govern the payment of batta to the interpreter as well.

144. Records to be furnished to the Commissioner.- (1) The Commissioner shall be furnished by the Tribunal with such of the records of the case as the Tribunal considers necessary for executing the Commission.

(2) Original documents shall be furnished only if a copy does not serve the purpose or cannot be obtained without unreasonable expense or delay and delivery and return of records shall be made under proper acknowledgement.

145. Taking of specimen handwriting, signature etc. -The Commissioner may, if necessary, take specimen of the handwriting, signature or fingerprint of any witness examined before him.

PART XIX

DISPOSAL OF CASES AND PRONOUNCEMENT OF ORDERS

146. Disposal of Cases.- On receipt of an application, petition, appeal etc, the Tribunal, after giving the parties a reasonable opportunity of being heard, pass such orders thereon as it thinks fit:

Provided that the Tribunal, after considering an appeal, may summarily dismiss the same, for reasons to be recorded, if the Tribunal is of opinion that there are no sufficient grounds for proceedings therewith.

147. Operative portion of the order.- All orders or directions of the Bench shall be stated in clear and precise terms in the last paragraph of the order.

148. Corrections.- Every Member of the Bench who has prepared the order shall initial all corrections and affix his initials at the bottom of each page.

149. Power to impose Costs.- The Tribunal may, in its discretion, pass such order in respect of imposing costs on the defaulting party as it may deem fit.

150. Pronouncement of Order.- (1) The Tribunal, after hearing the applicant and respondent, shall make and pronounce an order either at once or, as soon as thereafter as may be practicable but not later than thirty days from the final hearing.

(2) Every order of the Tribunal shall be in writing and shall be signed and dated by the President or Member or Members constituting the Bench which heard the case and pronounced the order.

(3) A certified copy of every order passed by the Tribunal shall be given to the parties.

(4) The Tribunal, may transmit order made by it to any court for enforcement, on application made by either of the parties to the order or *suo motu*.

(5) Every order or judgment or notice shall bear the seal of the Tribunal.

151. Pronouncement of order by any one member of the Bench.-(1) Any Member of the Bench may pronounce the order for and on behalf of the Bench. (2) When an order is pronounced under this rule, the Court Master shall make a note in the order sheet, that the order of the Bench consisting of President and Members was pronounced in open court on behalf of the Bench.

152. Authorising any member to pronounce order (1) If the Members of the Bench who heard the case are not readily available or have ceased to be Members of the Tribunal, the President may authorise any other Member to pronounce the order on his behalf after being satisfied that the order has been duly prepared and signed by all the Members who heard the case.

- (2) The order pronounced by the Member so authorised shall be deemed to be duly pronounced.
- (3) The Member so authorised for pronouncement of the order shall affix his signature in the order sheet of the case stating that he has pronounced the order as provided in this rule.
- (4) If the order cannot be signed by reason of death, retirement or resignation or for any other reason by any one of the Members of the Bench who heard the case, it shall be deemed to have been released from part-heard and listed afresh for hearing.

153. Enlargement of time.- Where any period is fixed by or under these rules, or granted by Tribunal for the doing of any act, or filing of any document or representation, the Tribunal may, in its discretion from time to time in the interest of justice and for reasons to be recorded, enlarge such period, even though the period fixed by or under these rules or granted by the Tribunal may have expired.

154. Rectification of Order.- (1) Any clerical or arithmetical mistakes in any order of the Tribunal or error therein arising from any accidental slip or omission may, at any time, be corrected by the Tribunal on its own motion or on application of any party by way of rectification.

(2) An application under sub-Rule (1) may be made in **Form No. NCLT. 9** within two years from the date of the final order for rectification of the final order not being an interlocutory order.

155. General power to amend.- The Tribunal may, within a period of thirty days from the date of completion of pleadings, and on such terms as to costs or otherwise, as it may think fit, amend any defect or error in any proceeding before it; and all necessary amendments shall be made for the purpose of determining the real question or issue raised by or depending on such proceeding.

156. Making of entries by Court Master.- Immediately on pronouncement of an order by the Bench, the Court Master shall make necessary endorsement on the case file regarding the date of such pronouncement, the nature of disposal and the constitution of the Bench pronouncing the order and he shall also make necessary entries in the court diary maintained by him.

157. Transmission of order by the Court Master.- (1) The Court Master shall immediately on pronouncement of order, transmit the order with the case file to the Deputy Registrar.

(2) On receipt of the order from the Court Master, the Deputy Registrar shall after due scrutiny, satisfy himself that the provisions of these rules have been duly complied with and in token thereof affix his initials with date on the outer cover of the order.

(3) The Deputy Registrar shall thereafter cause to transmit the case file and the order to the Registry for taking steps to prepare copies and their communication to the parties.

158. Format of order.- (1) All orders shall be neatly and fairly typewritten in double space on one side only on durable foolscap folio paper of metric A-4 size (30.5 cm long and 21.5 cm wide) with left side margin of 5 cm and right side margin of 2.5 cm. Corrections, if any, in the order shall be carried out neatly and sufficient space may be left both at the bottom and at the top of each page of the order to make its appearance elegant.

(2) Members constituting the Bench shall affix their signatures in the order of their seniority from right to left.

159. Indexing of case files after disposal.- After communication of the order to the parties or legal practitioners, the official concerned shall arrange the records with pagination and prepare in the Index Sheet in Form no. to be prescribed by the Tribunal. He shall affix initials and then transmit the records with the Index initials to the records room.

160. Transmission of files or records or orders.- Transmission of files or records of the cases or orders shall be made only after obtaining acknowledgement in the movement register maintained at different sections or levels as per the directions of the Registrar.

161. Filing of Order of the Tribunal with the Registrar of Companies.- The certified copy of the order passed by the Tribunal shall be filed by the company in form INC-28 alongwith fee of Rupees five hundred with the Registrar of Companies within the time specified in the Act or specified by the Tribunal. Where no time limit is prescribed by the Tribunal, such order shall be filed within thirty days from the date of receipt of certified copy of the order.

162. Copies of orders in library.- (1) The officer in charge of the Registry shall send copies of every final order to the library of the Tribunal.

(2) Copies of all orders received in each month shall be kept at the library in a separate folder, arranged in the order of date of pronouncement, duly indexed and stitched.

(3) At the end of every year, a consolidated index shall also be prepared and kept in a separate file in the library.

(4) The order folders and the indices may be made available for reference in the library to the legal practitioners.

PART XX

National Company Law Tribunal Orders

163. Register of Appeals, Petitions, etc.- (1) A Register in **Form NCLT-18** shall be maintained in regard to appeals, petitions, etc., against the orders of the Tribunal to the National Company Law Appellate Tribunal and necessary entries therein be promptly made by the judicial branch.

(2) The register shall be placed for scrutiny by the President in the first week of every month.

164. Placing of National Company Law Appellate Tribunal orders before Tribunal.- Whenever an interim or final order passed by the National Company Law Appellate Tribunal in an appeal or other proceeding preferred against a decision of the Tribunal is received, the same shall forthwith be placed before the President and Members for information and kept in the relevant case file and immediate attention of the Registrar shall be drawn to the directions requiring compliance.

165. Registrar to ensure compliance of National Company Law Appellate Tribunal orders.- It shall be the duty of the Registrar to take expeditious steps to comply with the directions of the National Company Law Appellate Tribunal.

<u>SCHEDULE OF FEES</u>			
S.No.	Section of the Companies Act, 2013	Nature of application / petition	Fees
1.	Sec. 2 (41)	Application for change in financial year	5,000/-
2.	Sec. 7 (7)	Application to Tribunal where company has been incorporated by furnishing false or incorrect info or by any fraudulent action.	5,000/-
3.	Sec. 14 (1)	Conversion of public company into a private company.	5,000/-
4.	Sec. 55 (3)	Application for issue further redeemable preference shares.	5,000/-
5.	Sec. 58 (3)	Appeal against refusal of registration of shares.	1,000/-
6.	Sec. 59	Appeal for rectification of register of member.	1,000/-
7.	Sec. 62 (4)	Appeal against order of Govt. fixing terms and conditions for conversion of debentures and shares.	5,000/-
8.	Sec. 71 (9)	Petition by Debenture-trustees.	2,000/-
9.	Sec. 71 (10)	Application in the event of failure of redeeming of debentures.	1,000/-
10.	Sec. 73 (4)	Application by deposition for repayment of deposit or interest.	500/-
11.	Sec. 74 (2)	Application to allow further time as considered reasonable to the company to repay deposits.	5,000/-
12.	Sec. 97 (1)	Application for calling of Annual General meeting.	1,000/-
13.	Sec. 98 (1)	Application for calling of general meeting of company other than annual general meeting	1,000/-
14.	Sec. 119 (4)	Petition to pass an order directing immediate inspection of minute's books or directing a copy thereof be sent forthwith	500/-

		to person requiring it.	
15.	Sec. 130 (1)	Application for re-opening of books of account, if made by any person other than Central Government, Income Tax authorities, SEBI or any other statutory regulatory body or authority.	5,000/-
16.	Sec. 131 (1)	Application by company for voluntary revision of financial statement on Board's report.	5,000/-
17.	Sec. 140 (4)	Application for not sending the copy of representation of auditor to the members.	1,000/-
18.	Sec. 140 (5)	Application by any other person concerned for change of auditors.	2,000/-
19.	Sec. 169 (4)	Application for not sending copies of representation	1,000/-
20.	Sec. 213	Application to Tribunal for investigation into company affairs.	5,000/-
21.	Sec. 218 (1)	Application for approval for action proposed against employee.	1,000/-
22.	Sec. 222 (1)	Application for imposition of restrictions on securities.	2,500/-
23.	Sec. 241 (1)	Application in cases of oppression and mismanagement.	10,000/-
24.	Sec. 242 (4)	Application for regulating the conduct of company.	2,500/-
25.	Sec. 243 (1) (b)	Application for appointment as Managing Director	5,000/-
26.	Sec. 244 (1)	Application for waiver of requirement specified in clause (a) or (b) of Sec. 244 (1)	2,500/-
27.	Sec 245	Class action suits	5000/-
28.	Sec. 441	Application for compounding of certain offences.	1,000/-
29.	Section 421	Appeals to NCLAT	5,000/-
30.	Application under any other provisions specifically not mentioned herein above		1,000/-
31.	Fee for obtaining certified true copy of final order passed to parties other than the concerned parties under Rule 50		5/- per page.

ANNEXURE – A

(See rule 4)

FORM NO. NCLT. 1

[see rules 34, 64, 66, 67, 68, 69, 70, 71, 73, 74, 75, 77, 78, 79, 80, 81, 83, 86 and 87]

[HEADING AS IN FORM NCLT. 4]

Columns required for filing of Original Application / Reply / Rejoinder / Interlocutory Application or filing of additional documents under directions of the Bench

i. Details of Original Application / Reply / Rejoinder / Interlocutory Application

Particulars of the Petitioner / Applicant / Respondent and state whether company, whether petitioner or not.

(Name, description, father's / husband's name, occupation, capacity, i.e. qua shareholder, qua depositor and address)

ii. Jurisdiction of the Bench:

The petitioner declares that the subject-matter of the petition is within the jurisdiction of the Bench.

iii. Limitation: (If applicable)

The petitioner / applicant further declares that the petition is within the limitation laid down in section Of the Companies Act, 2013 (where applicable)

iv. Facts of the case are given below:

(Give here a concise statement of facts in a chronological order, each paragraph containing as nearly as possible a separate issue, fact or otherwise.)

v. Relief(s) sought.

In view of the facts mentioned above, the petitioner/applicant / respondent prays for the following relief(s):

(Specify below the relief(s) sought explaining the ground for relief(s) and the legal provisions (if any) relied upon)

vi. Particulars of Bank draft evidencing payment of fee for the petition or application made:

Branch of the Bank on which drawn:

Name of the issuing branch:

Demand Draft No.....

Date.....

Amount Rs.....

(Signature/Signature of Authorised signatory)

Date:

Place:

FORM NO. NCLT. 2

[See rule 34]

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

_____ BENCH : _____

NOTICE OF ADMISSION

Date: _____

From: _____ (Insert name of party filing the Admission)

To : The Registrar,

NCLT (_____ Bench).

...Applicant.

- Vs-

...Respondent.

The Party named above requests that the Tribunal grant the following relief:

(Insert the relief or order sought)

In terms of _____

(Insert the section of the Act, or the Rules/Regulation, that provides for the order or relief sought)

For the following reasons:

(Insert a concise statement of the circumstances, and the particulars of the request)

In support of this Application, the applicant has attached an affidavit setting out the facts on which the Applicant relies.

Name and Title of person signing on behalf of Applicant:

Authorised Signature and Address:

Tel No.

Fax No.

e-mail:

This form is prescribed under Rule ____ under NCLT Rules, 2016.

For rehabilitation :

Rehab. Petition No.

**For Transferred
(CLB/BIFR/AIFR/HHC) No. }**

Transfer Petition

**Matters from the :
CLB/BIFR/AIFR/HHC**

(CP. No. OR.....)

For Other matters :

Company Petition No.

FORM NO. NCLT. 3**[See rule 34]****BEFORE THE NATIONAL COMPANY LAW TRIBUNAL****BENCH AT:** _____**NOTICE OF MOTION**

Date: _____

From: _____ (Insert name of party filing the Motion)

To : The National Company Law Tribunal

Concerning:

(Name and file number of matter being considered by the National Company Law Tribunal)

Name: _____

File No: _____

The Party named above requests that the Tribunal grant the following relief:

(Insert the relief or order sought)

In _____ terms _____ of _____

(Insert the section of the Act, or the Rules/Regulation, that provides for the order or relief sought)**For the following reasons:**(Insert a concise statement of the circumstances, and the particulars of the request)

In support of this Application, the applicant has attached an affidavit setting out the facts on which the Applicant relies.

Name and Title of person signing on behalf of Applicant:

Authorised Signature and Address:

Tel No.**Fax No.****e-mail:****This form is prescribed under Rule 4 under NCLT Rules, 2016.****For rehabilitation :****Rehab. Petition No.****For Transferred****(CLB/BIFR/AIFR/HC) No. }****Transfer Petition****Matters from the :****(CP. No. OR.....)****CLB/BIFR/AIFR/HHC****For Other matters :****Company Petition No.****FORM NO. NCLT. 3A****Advertisement detailing petition****[see rule 35]**

Company Petition/Application/Reference No of ...

Notice of petition

A petition/application/reference under section of the Companies Act, 2013, for was presented by on the day of 20 ... , and the said petition is fixed for hearing beforebench of National Company Law Tribunal on 20 ... Any person desirous of supporting or opposing the said petition/application/reference should send to the petitioner's advocate, notice of his intention, signed by him or his advocate, with his name and address, so as to reach the petitioner's advocate not later than 'two days before the date fixed for the hearing of the petition/application/reference. Where he seeks to oppose the petition/application/reference, the grounds of opposition or a copy of his affidavit shall be furnished with such notice. A copy of the petition/application/reference will be furnished by the undersigned to any person requiring the same on payment of the prescribed charges for the same.

Dated

(Sd)

(Name)

(Advocate for petitioner)

Address:

FORM NO. NCLT. 3B**Individual Notice of petition/ application to creditors, members, etc.**

[see rule 68]

To

.....

.....

(sub: Notice of petition/ application filed under section..... of Companies Act, 2013)

Take notice that a petition/ application under section of the Companies Act, 2013 dated..... was presented by..... (name of the company) before Bench, National Company Law Tribunal, for (state the purpose of the petition).

The said petition/ application has been accepted and is fixed for hearing before the Bench on

If you desire to support or oppose the petition at the hearing, you should give notice thereof in writing to the undersigned so as to reach him/ it not later than days before the date fixed for the hearing of the petition, and appear at the hearing in person or by your authorised representative.

Where such person seeks to oppose the petition/ application, the grounds of opposition or a copy of the affidavit shall be furnished with such notice.

A copy of the petition/ application will be furnished by the undersigned to any person requiring the same on payment of the prescribed charges for the same.

Signature:

Name of the petitioner/ applicant

(& his authorised representative, if any)

Date:

Place:

FORM NO. NCLT. 4

[See rule 34]

General Heading for Proceedings

Before the National Company Law Tribunal,

Bench, at _____

In the matter of the Companies Act, 2013

And

In the matter of Ltd: (Give the name of the Company)

*Notes: (1) Where the company is being wound-up, the words 'in liquidation' should be inserted in brackets after the name of the company.

(2) If the application or petition or appeal is under relevant Act which should be set out in the cause title along with the Companies Act, 2013.

FORM NO. NCLT. 5

[See rule 34 and 37]

[HEADING AS IN FORM NCLT.4]

Company Application No of 20 ...

in Company Petition No of 20

*I.A. No. of 20.....

Name and Description..

..... Applicant(s).

versus

..... Respondents].

Notice

[Under :]

Let all parties concerned attend the sitting Member (s) in Tribunal Room No.____ or Chamber of Honourable Mr/Mrs/Ms _____ on (day), the day of 20____, at. o'clock in the noon on the hearing of an application by the applicant(s) above-named, for an order that:

(Here set out the relief sought)

Dated this day 01 20 ...Registrar/ Authorised Representative or the Applicants s) .

This Notice was taken out by Shri... Authorised Representative for the applicant(s) and will be supported by the affidavit(s) of... ..

To Respondent(s)/ Opposite Party

[Here insert the section of the Act or other provision of law under which the application is made.]

*Omit if not applicable

FORM NO. NCLT. 6**(GENERAL)**

[See rule 34]

[HEADING AS IN FORM NCLT. 4]

Company Petition No of 20....

General Affidavit Verifying Petition

I,, son of... .., aged residing at... , do solemnly affirm and say as follows:-

1. I am a director/secretary/ /of... Ltd., the petitioner in the above matter [' and am duly authorised by the said petitioner to make this affidavit on its behalf.]

Note: This paragraph is to be included in cases where the petitioner is the Company.

2. The statements made in paragraphsof the petition herein now shown to me are true to my knowledge, and the statements made in paragraphs are based on information, and I believe them to be true.

Solemnly affirmed, etc.

sd/-

VERIFICATION

Note: 1.To be included when the affidavit is sworn to by any person other than a director, agent or secretary or other officer of the company.

****Note:- 2. This form can be used for any other general application moved before the Tribunal with such alteration or modification in the title and the content.**

FORM NO. NCLT. 7

[See rule 39]

[HEADING AS IN FORM NCLT. 4]

Company Petition No of 20 .

Affidavit by way evidence

I, A.B., son of... .., aged residing at... , do solemnly affirm and say as follows:-

1. I am a director/secretary/ /of... Ltd., the petitioner in the above matter [' and am duly authorised by the said petitioner to make this affidavit on its behalf.]

Note: This paragraph is to be included in cases where the petitioner is the Company.

2. The statements made in deposition in forthcoming paragraphs herein now are true to my knowledge, and believe them to be true.

Solemnly affirmed, etc.

Note: To be included when the affidavit is sworn to by any person other than a director, agent or secretary or other officer of the company.

FORM NO.NCLT 8**[See rule 56]****[HEADING AS IN FORM NCLT. 4]**

Company Petition No of 20__.

Application for Execution of Order under clause (3) of section 424 of the Act with reference to a Decree (Order 21, R.11.)

I....., holder of an order passed by the National Company Law Tribunal, hereby apply for execution of the order under the

Order 21 Rule 11 of the Code of Civil Procedure, 1908 read with clause (3) of section 424 of the Act herein below set forth: No. of Company Application/ Company Petition/ Company Appeal/ Misc. Company Application	Names of Parties	Date of Order	Whether any appeal preferred from order	Payment or adjustment made, if any	Previous application, if any, with date and result	Amount with interest due upon the order or other relief granted thereby together with particulars of any cross order/decree. Amount of costs, if any, awarded	Amount of costs, if any, awarded	Against whom to be executed
1	2	3	4	5	6	7	8	9
___ of 20.....	A.B. -Applicant/ Petitioner/ Appellant C.D. Respondant	Month. __, 20.....	No	None	Application No dated _____ 20__ Result:	₹ _____ principal interest at __ per cent per annum, from the date of decree till payment	₹ _____ As awarded in Order No.____ subsequently Incurred	Against the defendant C.D.

Mode in which the assistance of the Tribunal is required:

When attachment as sale of movable property is sought: I pray that the total amount of ₹..... (together with interest on the principal sum up to date of payment) and the costs of taking out this execution, be realised by attachment and sale of defendant's movable property as per annexed list and paid to me.

When attachment and sale of immovable property is sought: I pray that the total amount of ₹ (together with interest on the principal sum up to date of payment) and the costs of taking out this execution be realised by the attachment and sale of defendant's immovable property specified at the foot of this application and paid to me.

I.....declare that what is stated herein is true to the best of my knowledge and belief.

Signed, Order /decree-holder.

Dated the..... day of.....20.....

[When attachment and sale of immovable property is sought.]**Description and Specification of Property**

The undivided one-third share of the judgment-debtor in a house situated in the village of, value ₹, and bounded as follows:--

East by G's house; west by H's house; south by public road; north by private lane and J's house.

I.....declare that what is stated in the above description is true to the best of my knowledge and belief, and so far as I have been able to ascertain the interest of the defendant in the property therein specified.

Signed, Order/ decree-holder.

******(Note: The similar form may also be used for transfer of order to any other Tribunal having territorial jurisdiction to entertain the order of the tribunal as a decree under Code of Civil Procedure, 1908 read with section 424 of the Act)**

FORM NO. NCLT. 9

[see rule 72, 76, 82, 84, 88 and 154 and also General Form for all purposes if no specific form is prescribed under these rules and Forms]

[HEADING AS IN FORM NCLT. 4]

Company Petition No of 20

Details of Application/ Petition:

Particulars of the applicant/ petitioner/ appellant:

- i. Name of the **applicant/ petitioner/ appellant**
- ii. Address of registered office of the **applicant/ petitioner/ appellant**
- iii. Address of service of all notices
- iv. Telephone/Fax Number and e-mail address, if any

Particulars of the respondent(s):

- v. Name of the respondent(s).
- vi. Office address of the respondent(s).
- vii. Address of respondent(s) for service of all notices.
- viii. Telephone/Fax Number and e-mail address, if any.

Application /Petition/ Appeal in the form of affidavit under Section ____ of the Act for.....

I, solemnly affirm and say as follows:

1. I am the Managing Director or Chairman of the Board of Directors/a director/..... Of the above named company, and I have been a _____ of the company since..... 201..... [the capacity in which the deponent swears to the affidavit should be set out.]

2. I have read the petition now shown to me and state that the statements made in paragraph 1 to ____ thereof are correct and true to my knowledge.

4. Facts of the order against which appeal or review is filed:

5. The facts of the case are given below: (give here a concise statement of facts and other grounds in a chronological order, each paragraph containing as neatly as possible as separate issue, fact or otherwise).

6. Jurisdiction of the Tribunal: The **applicant/ petitioner/ appellant** declares that the matter of application/petition/ appeal falls within the jurisdiction of the Tribunal.

7. Limitation.- The **applicant/ petitioner/ appellant** further declares that the application/petition/ appeal is within the limitation as prescribed in the provision of section ____ read with section 433 of the Act.

8. Matter not pending with any other Tribunal etc. - The **applicant/ petitioner/ appellant** further declares that the matter regarding with this **application/ petition/ appeal** has been made is not pending before any Tribunal of law or any other authority or any other Tribunal.

9. Particulars in respect of the fee paid in terms of the Schedule of Fees of these rules.-

1. Amount of fees
2. Name of the Bank on which Demand Draft is drawn or Online Payment is made
3. Demand draft number

10. Details of Index.- An index containing the details of the documents to be relied upon is enclosed.

11. List of enclosures.-

12. It is therefore prayed that directions may please be given:

1. Relief(s) sought.- In view of the facts mentioned in paragraph 5 above, the **applicant/ petitioner/ appellant** prays for the following relief(s) (Specify below the relief(s) sought explained the grounds for relief(s) and the legal provisions, if any, relied upon).

2. Interim order, if prayed for.- Pending final decision of **application/ petition/ appeal**, the **applicant/ petitioner/ appellant** prays for the following interim relief: (Give here the nature of the interim relief prayed for with reasons)

Dated thisday of 20.....

(Signature of the applicant/ petitioner/ appellant)

Solemnly affirmed before me at _____ on this (month) ... day of 20.....

(signature)

FORM NO.NCLT.10

(see rule 46)

APPLICATION FOR THE REGISTRATION OF A INTERN OF AUTHORISED REPRESENTATIVE UNDER THE RULES

1. Name of Authorised Representative referred under these rules on whose behalf the intern is to be registered.
2. Particulars of the intern to be registered
 - i) Full name (in capitals)
 - ii) Address with contact no. and valid email address:
 - iii) Father's name
 - iv) Age and date of birth
 - v) Place of birth
 - vi) Nationality
 - vii) Educational qualifications
 - viii) Particulars of previous employment, if any
 - ix) Proof of Identity

I,.....(intern above named), do hereby affirm that the particulars relating to me are true.

3. Whether the authorised Representative has a intern already registered on his behalf and whether the intern sought to be registered is in lieu of or in addition to the intern already registered.

4. Whether the intern sought to be registered is already registered as a intern of any other Authorised Representative and if so the name of such practitioner

I, (Authorised Representative) and Practicing as Bearing Registration No..... on the rolls of At, having office at (address with contact no and valid email)..... and residing at certify that the particulars given above are true to the best of my information and belief and that I am aware of any facts that any unethical and immoral attitude or behavior or character of the above intern if found would lead to cancellation of the registration of the said (name) as a intern without any notice.

Date:

Place:

Signature of Authorised Representative

To

The Registrar of the Tribunal

.....

.....

.....

FORM NO.NCLT. 11

(See rule 73)

APPLICATION BY DEPOSITOR UNDER SECTION 73 (4) OR 76(2) OR BY COMPANY U/S 74(2) OR BY DEBENTURE HOLDER OR DEBENTURE TRUSTEE UNDER SECTION 71 (10) OF THE ACT OR SECTION 45QA OF THE RESERVE BANK OF INDIA ACT, 1934 (*delete whichever is not applicable)

[HEADING AS IN FORM NO. 4]

Company Petition No of 20

IN THE MATTER OF THE SECTION 73 (4) OR 76 (2) OR 74(2) OR SECTION 71 (10) OF THE ACT OR SECTION 45QA OF THE RESERVE BANK OF INDIA ACT, 1934

AND

IN THE MATTER OF (State the name of the Depositor or Company or Debenture Holder or Debenture Trustee-applicant)

AND

IN THE MATTER OF LIMITED (State the name of the company)

(i) **Name** and address of the Depositor/ Debenture holder-applicant:

(ii) Name of the company and address of its Registered Office:

(iii) Name(s) of Depositor (s)/ company Debenture holder/ Debenture Trustee (s) with full address:

(iv) Amount of Deposits :

(v) Fixed Deposit / Debenture Receipt No. & date (Photostat copy to be enclosed):

- (vi) Terms and Conditions of Deposit/ Debenture as also date of Maturity of Deposit:
- (vii) Details of payment made, by the company, if any:
- (viii) Actual amount due as on date of application (Principal/interest)
- (ix) Details of correspondence, if any, made between the company and the Depositor (copy of correspondence to be enclosed):
- (x) Any other particular (s) as may be considered relevant.

The Depositor/ Company/Debenture holder/Debenture Trustee -applicant, therefore, prays:-

- (i) that the company, above named be directed to make repayment of the aforesaid Deposit(s)/ Debenture (s) along with interest due thereon in accordance with the Terms and Conditions of the Deposit/ Debenture;
- (ii) that such further orders be passed as the Tribunal deem fit in the circumstances of the case.

(Signature of the Depositor/ Company/Debenture holder/Debenture trustee-applicant

Place:

Date:

Whichever not applicable may be deleted.

FORM NO. NCLT. 12

(see rule 45)

Memorandum of appearance

To

The Registrar,

National Company Law Tribunal, Bench,

In the matter of Petitioner.

V.

.....Respondent

(C.P. NO.of 20.....)

Sir,

Please take notice that I, AB, Company Secretary in practice/ practising Chartered Accountant/ practising Cost Accountant, duly authorised to enter appearance, and do hereby enter appearance, on behalf of petitioner/ opposite party/ Registrar/ Regional Director/ Government of in the above-mentioned petition.

*A copy of the resolution passed by the Board of Directors authorising me to enter appearance and to act for every purpose connected with the proceedings for the said party is enclosed, duly signed by me for identification.

Yours sincerely,

Dated day of

Address:

Enclosure: as aforesaid

Tele No.:

[see rule 87]

Public Notice of petition under Section 245.

Take notice that a class action petition under section 245 of the Companies Act, 2013 dated..... was presented by..... before Bench, National Company Law Tribunal. The lead applicant in the said petition is..... The respondents in that petition are.....

The said petition/ satisfies the admission related conditions stipulated in section 245 and has been admitted. It is fixed for hearing before the Bench on

The petition has been filed on the following grounds.....

The petition seeks the following relief.....

The members of the class for the purpose of this class action petition shall mean.....If you belong to the class in relation to which this Application has been filed, you will be bound by the outcome of this Application, unless you decide to opt-out from the proceedings by submitting the relevant form to the following address....., subject to the Tribunal's permission.

Signature:

(Registrar, National Company Law Tribunal,Bench)

Date:

Place:

FORM NCLT-14**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL****[See Rule 128]**

Certification when deponent is unacquainted with the language of the affidavit or is blind or illiterate.

Contents of the affidavit were truly and audibly read over/translated intolanguage known to the deponent and he seems to have understood the same and affixed his LTI/Signature/Mark.

(Signature)

Name and designation with date.

Form NCLT-15**[See Rule 131]****BEFORE THE NATIONAL COMPANY LAW TRIBUNAL****New Delhi**

Case No..... OF 20.....

Between

.....

Appellant/Petitioner

(By Legal Representative Shri.....)

and

.....

Respondent/s

(By Legal Representative Shri)

Under Section 424 of the Companies Act, 2013 r/w corresponding power

vested under C.P.C.

Whereas the Tribunal *suo motu* or on consideration of the request made by Shri/ Smt/M/s(Appellant) having been satisfied that production of the following documents or records under your control or custody is necessary for proper decision of the above case, you are hereby directed to cause production of the said documents/records before this Tribunal /forward duly authenticated copies thereof on or before theday of.....20.....

(Enter description of documents requisitioned)

“By Order of Tribunal ”

Registrar

Date :

FORM NCLT-16

[See Rule 140]

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
NEW DELHI**

Petition No..... of 20.....

Deposition of PW/RW

1. Name :
2. Father's/Mother's/Husband's Name :
3. Age :
4. Occupation :
5. Place of Residence and address :
6. Name of the Officer administering the
Oath / affirmation :
7. Name of the Interpreter if any, duly
Sworn/ solemnly affirmed :
- Duly sworn/ solemnly/ affirmed
- Examination-in-chief: By

Date:

.....

Cross-examination: By

.....

Re-examination, if any:

.....

(Signature of the witness on each page)

Statement of witness as recorded was read over/translated to the witness, who admitted it to be correct.

Signature of the Member of the Tribunal with date

FORM NCLT-17

[See Rule 142]

CERTIFICATE OF DISCHARGE

Certified thatappeared before this Tribunal as a witness/in/ No.of 20....., on behalf of the appellant or respondent as Court witness on thisday of20..... and that he was relieved aton..... He was paid/not paid any T.A. and D.A. or allowance of Rs.....

Date :

Signature of the Registrar

(Seal of the Tribunal)

FORM NCLT -18

[See Rule 163]

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

REGISTER OF SLPs/ APPEALS COURT SL. No	No. of SLP/ appeal Before the NCLAT	No. of the case appealed against	Name of the Applicant/ Respondent	Date of dispatch Of records to NCLAT	Date of receipt of records from NCLAT	Appeal dismissed allowed with date	Interim Direction If any, with date	Final order In the appeal with date	Direction If any, for compliance by the Tribunal	Steps Taken for compliance	Remarks

ANNEXURE – B**LIST OF DOCUMENTS TO BE ATTACHED WITH A PETITION OR APPLICATION**

<u>S.No.</u>	<u>Section of the Act</u>	<u>Nature of Petition</u>	<u>Enclosures to the Petition</u>
1.	Sec. 2 (41)	Application for change in financial year	1. Copy of the memorandum and articles of association. 2. Copy of balance sheet of companies. 3. Affidavit verifying the petition. 4. Bank draft evidencing payment of application fee. 5. Memorandum of appearance with copy of the Board Resolution or the executed Vakalatnama, as the case may be.
2.	Sec. 7 (7)	Application to Tribunal where company has been incorporated by furnishing false or incorrect info or by any fraudulent action.	1. Copy of the memorandum and articles of association. 2. Document in proof of false or incorrect information or fraudulent action. 3. Affidavit verifying the petition. 4. Bank draft evidencing payment of application fee. 5. Memorandum of appearance with copy of the Board Resolution or the executed Vakalatnama, as the case may be.

3.	Sec. 14 (1)	Conversion of public company into a private company.	<p>1. Copy of the memorandum and articles of association.</p> <p>2. Copy of the documents showing that the company ceased to become a public company.</p> <p>3. Affidavit verifying the petition.</p> <p>4. Bank draft evidencing payment of application fee.</p> <p>5. Memorandum of appearance with copy of the Board Resolution or the executed Vakalatnama, as the case may be.</p>
4.	Sec. 55 (3)	Application for issue further redeemable preference shares.	<p>1. Copy of the memorandum and articles of association.</p> <p>2. Documents showing the terms of issue of the existing preference shares.</p> <p>3. Copy of the Board Resolution and resolution of general meeting for issue of further redeemable preference shares.</p> <p>4. Copy of the latest audited balance sheet with the profit and loss account of the company with auditor's report and director's report.</p> <p>5. Affidavit verifying the petition.</p> <p>6. Bank draft evidencing payment of application fee.</p> <p>7. Memorandum of appearance with copy of the Board Resolution or the executed Vakalatnama, as the case may be.</p>
5.	Sec. 58 (3) or 59	<p>Appeal against refusal of registration of shares;</p> <p>or</p> <p>Appeal for rectification of register of member.</p>	<p>Where the company is the petitioner.</p> <p>1. Copy of the memorandum and articles of association</p> <p>2. Latest audited balance-sheet and profit and loss account, auditor's report and director's report.</p> <p>3. Authenticated copy of the extract of the Register of Members.</p> <p>4. Copy of the resolution of the Board or Committee of Directors (where applicable)</p> <p>5. Any other relevant documents.</p> <p>6. Affidavit verifying the petition.</p> <p>7. Bank draft evidencing payment of application fee.</p> <p>8. Memorandum of appearance with copy of the Board Resolution or the executed Vakalatnama, as the case may be.</p> <p>9. Two extra copies of the petition.</p> <p>Where the petition is made by any other person.</p> <p>1. Documentary evidence in support of the statements made in the petition including the copy of the letter written by the petitioner to the company for purpose of registering the</p>

			<p>transfer of, or the transmission of the right to, any share, or interest in, or debentures as also a copy of the letter of refusal of the company.</p> <p>2. Copies of the documents returned by the company.</p> <p>3. Any other relevant document.</p> <p>4. Affidavit verifying the petition.</p> <p>5. Bank draft evidencing payment of application fee.</p> <p>6. Memorandum of appearance with copy of the Board's Resolution or the executed Vakalatnama, as the case may be.</p> <p>7. Two extra copies of the petition.</p>
6.	Sec. 61 (1)	Application to Tribunal for consolidation and division of share capital.	<p>1. Copies of memorandum and articles of association;</p> <p>2. Copies of audited balance sheets for past 3 years;</p> <p>3. Resolution for allowing such consolidation or division and providing justification for the same;</p> <p>4. Documents in proof of new capital structure and class of shares being consolidated or divided;</p> <p>5. Affidavit verifying the petition.</p> <p>6. Bank draft evidencing payment of application fee.</p> <p>7. Memorandum of appearance with copy of the Board's Resolution or the executed Vakalatnama, as the case may be.</p> <p>8. Two extra copies of the application</p> <p>9. Any other relevant documents.</p>
7.	Sec. 73 (4)	Application by deposition for repayment of deposit or interest.	<p>1. Copy of the deposit receipt</p> <p>2. Copy of the correspondence exchanged with the company.</p> <p>3. Bank draft evidencing payment of application fee.</p> <p>4. Any other relevant document.</p>
8.	Sec. 74 (2)	Application to allow further time as considered reasonable to the company to repay deposits.	<p>1. Names and addresses of the officers of the company.</p> <p>2. Full details of small depositors such as names, addresses, amount of deposits, rate of interest, dates of maturity and other terms and conditions of deposits.</p> <p>3. Reasons for nonpayment or late payment.</p> <p>4. Annual Reports for the last three years.</p> <p>5. Projection and cash flow statement for the next three financial years duly certified by Statutory Auditors of the company.</p> <p>6. Any other relevant document</p>

9.	Sec. 97 (1)	Application for calling of Annual General meeting.	<ol style="list-style-type: none"> 1. Affidavit verifying the petition. 2. Bank draft evidencing payment of application fee. 3. Any other relevant document.
10.	Sec. 98 (1)	Application for calling of general meeting of company other than annual general meeting	<ol style="list-style-type: none"> 1. Documentary evidence in proof of status of the applicant. 2. Affidavit verifying the petition. 3. Bank draft evidencing payment of application fee. 4. Memorandum of appearance with copy of the Board's Resolution or the executed Vakalatnama, as the case may be. 5. Any other relevant document
11.	Sec. 119 (4)	Petition to pass an order directing immediate inspection of minutes books or directing a copy thereof be sent forthwith to person requiring it.	<ol style="list-style-type: none"> 1. Documentary evidence, if any, showing the refusal of the company to give inspection to the petitioner. 2. Affidavit verifying the petition. 3. Bank draft evidencing payment of application fee. 4. Memorandum of appearance with copy of the Board's Resolution or the executed Vakalatnama, as the case may be. 5. Any other relevant document.
12.	Sec. 131 (1)	Application by company for voluntary revision of financial statement on Board's report.	<ol style="list-style-type: none"> 1. Audited Financial statements of relevant period; 2. Copies of memorandum and articles of association. 3. The details of the Managing Director, Chief Financial Officer, directors, Company Secretary and officer of the company responsible for making and maintaining such books of accounts and financial statement. 3. Where such accounts are audited, documents in proof of the name and contact details of the auditor or any former auditor who audited such accounts. 4. Copy of the Board resolution passed by the Board of Directors. 5. Affidavit verifying the petition. 6. Bank draft evidencing payment of application fee. 7. Memorandum of appearance with copy of the Board's Resolution or the executed Vakalatnama, as the case may be. 8. Any other relevant document.

[F. No. 1/30/2013/CL-V(i)]

AMARDEEP SINGH BHATIA, Jt. Secy.

DLF LIMITED

DLF Gateway Tower, R Block,
DLF City Phase - III, Gurugram - 122 002, Haryana (India)
Tel. : +91-124-4769000, Fax: +91-124-4769250



September 25, 2018

The General Manager
Dept. of Corporate Services
BSE Limited
P.J. Tower, Dalal Street,
Mumbai – 400 001

Sub: Intimation under Regulation 37(6) of SEBI (Listing obligations and Disclosure Requirements) Regulations, 2015 – Scheme of Arrangement.

Dear Sir,

This has a reference to our letter dated 10th August, 2018 about the approval of the Board of Directors of the Company to the Scheme of Arrangement, involving merger/ demerger of wholly-owned subsidiary companies. We submit that as per Board approval, the Scheme of Arrangement involving merger/ amalgamation of DLF Phase-IV Commercial Developers Limited, DLF Real Estate Builders Limited, DLF Residential Builders Limited (Transferor Companies) and demerger of real estate undertaking of DLF Utilities Limited (all wholly-owned subsidiaries) with DLF Limited (Transferee Company) pursuant to Section 232-234 and other relevant provisions of the Companies Act, 2013 read with rules made thereunder.

Pursuant to Regulation 37(6) of SEBI (Listing obligations and Disclosure Requirements) Regulations, 2015 read with SEBI circulars bearing nos. CFD/DIL3/ CIR/2017/21 dated 10.03.2017 & CFD/DIL3/CIR/2018/2 dated 03.01.2018, we are enclosing herewith a copy of the Scheme of Arrangement along with extracts of the Resolution passed by the Board of Directors of the Company for your record please.

A Demand Draft No. 563106 dated 13.09.2018 for Rs.27,000/- (Rupees Twenty Seven thousand only) is being sent separately towards the filing fees.

Thanking you,

Yours faithfully,
For **DLF Limited**


Subhash Setia
Company Secretary

Encl.: As above.

A/C PAYEE ONLY



Drawee Branch

(1198)MUMBAI - NAVY NAGAR

DD No.

563106

VALID FOR THREE MONTHS ONLY

DATE

1 3 0 9 2 0 1 8
D D M M Y Y Y Y

ON DEMAND PAY

BSE LIMITED*****

OR ORDER

RUPEES

TWENTY SEVEN THOUSAND Only



*****27,000.00

FOR VALUE RECEIVED

OL/2/5/ Not Above 27,000.00

0007DDCENPAY
CON PLACE, DELHI

Issuing Branch

Authorised Signatory

Authorised Signatory

Please sign above

⑈563106⑈ 000229000⑈ 000007⑈ 16

DLF LIMITED

DLF Gateway Tower, R Block,
DLF City Phase - III, Gurugram - 122 002, Haryana (India)
Tel. :+91-124-4769000, Fax:+91-124-4769250



**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE
COMPANY IN ITS MEETING HELD ON 10th AUGUST, 2018**

"RESOLVED UNANIMOUSLY THAT pursuant to the provisions of Section 230 to 232 of the Companies Act, 2013 ("the Act") and any other applicable provisions, if any, of the Act, applicable rules and regulations (including any statutory modification(s), amendment(s) or re-enactment(s) thereof for the time being in force), relevant provisions of the Memorandum and Articles of Association of the Company, subject to the requisite approval(s) of the shareholders and creditors of the Company and such other approvals, sanctions and permissions of the stock exchanges, the Securities and Exchange Board of India (SEBI), National Company Law Tribunal (NCLT) and other regulatory/ government bodies/ tribunals or institutions as may be applicable (herein after collectively referred as the "Concerned Authority") and subject to such conditions, guidelines or directions, as may be prescribed/ advised by any of them and in terms of the recommendations of the Audit Committee, consent of the Board of Directors be and is hereby accorded to the Scheme of Arrangement ("the Scheme") as per the terms and conditions mentioned in the Scheme involving:

1. DLF Phase IV Commercial Developers Limited (CIN U45201DL2002PLC116394);
(Transferor Company No.1)

And

2. DLF Real Estate Builders Limited (CIN U70200DL2008PLC182853);
(Transferor Company No.2)

And

3. DLF Residential Builders Limited (CIN U45200DL2008PLC181609);
(Transferor Company No.3)

And

4. DLF Utilities Limited (CIN U01300HR1989PLC030646);
(Demerged Company)

And

5. DLF Limited (CIN L70101HR1963PLC002484);
(Transferee Company)

RESOLVED FURTHER THAT the Scheme shall be effective from 1st October, 2017 or such other date as may be approved by the Hon'ble NCLT (the "Appointed Date")

RESOLVED FURTHER THAT BSE Limited be and is hereby authorized to act as the designated stock exchanges for the purpose of the Scheme.

RESOLVED FURTHER THAT the report of the Audit Committee dated 10th August, 2018 recommending the Scheme be and is hereby approved for submission to the stock exchanges in terms of the SEBI Circular No. CFD/DIL3/CIR/2017/21 dated 10th March, 2017 read with the SEBI Circular No. CFD/DIL3/CIR/2018/2 dated 3rd January, 2018 ("SEBI Circular").



RESOLVED FURTHER THAT the Board took note that the Transferor Company Nos. 1, 2 and 3 are direct and/or indirect wholly-owned subsidiaries of the Company and pursuant to the Scheme the entire issued, subscribed and paid-up share capital of these companies shall get extinguished and cancelled upon merger.

RESOLVED FURTHER THAT the Board took note that the Demerged Company is a direct wholly-owned subsidiary of the Company and the proportionate equity capital pertaining to the Real Estate Undertaking of the Demerged Company shall stand reduced and no fresh share capital will be issued to the shareholders of the Demerged Company.

RESOLVED FURTHER THAT the Board noted that proportionate share capital pertaining to the Demerged Undertaking of DUL will be reduced in accordance with the Scheme and DUL will continue with the remaining share capital pertaining to the Retained Business Undertaking comprising Facility Management Services etc.

RESOLVED FURTHER THAT the draft certificate under Section 133 of the Act issued by S.R. Batliboi & Co. LLP, Statutory Auditors of the Company confirming that the accounting treatment outlined in the Scheme is in compliance with the applicable Ind AS notified under the Act and other generally accepted accounting principles, as placed, be and is hereby noted and approved.

RESOLVED FURTHER THAT the Board noted and opined that the draft Scheme will be to the advantage and beneficial to the Company, its shareholders and other stakeholders and the terms thereof are fair and reasonable.

RESOLVED FURTHER THAT Mr. Ashok Kumar Tyagi, Whole-time Director, Mr. Saurabh Chawla, Group CFO, Mr. Sanjay Goenka, Sr. Executive Director – Finance & Taxation, Mr. Subhash Setia, Company Secretary, and Mr. Gopal Ramdev, Authorised Signatory (hereinafter jointly referred to as "Authorized Signatories") be and are hereby severally authorized to convey on behalf of the Company (being shareholder or class of shareholders and/or creditor or class of creditors of the Transferor Companies and Demerged Company), the consent, support and no-objection to any application for seeking dispensation of meeting(s) of equity or preference shareholders and/or creditors or class of creditors of the Transferor Companies and Demerged Company, for approving the Scheme, as may be filed by the Transferor Companies and Demerged Company in connection with the Scheme proposed to be filed before the Hon'ble NCLT and/or any person or other statutory/ regulatory authority(ies), as relevant.

RESOLVED FURTHER THAT the draft Scheme, as placed before the Board (duly initialled by the Chairman for the purpose of identification), be and is hereby approved and the Authorized Signatories be and are hereby severally authorized to finalize the Scheme which includes any additions, modifications, alterations, amendments or rectifications in the Scheme and/or in any other documents related thereto, at any stage as may be expedient or necessary in this regard and to do all acts, deeds and things incidental thereto.

RESOLVED FURTHER THAT the Authorized Signatories be and are hereby severally authorized to take all necessary steps to give effects to this resolution including but not limited:

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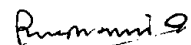
- (1) To make any alteration(s)/ modifications/ additions/ rectification in the Scheme, as may be expedient or necessary or satisfying the conditions/ requirements imposed by the Hon'ble NCLT, stock exchanges, and/or any other statutory/regulatory authorities, as may be required, provided that prior approval of the Board of Directors shall be obtained for making any material changes in the Scheme;
- (2) To finalize and settle the draft Scheme, draft of the notices for convening/dispensing with the meetings of the shareholders and/or creditors of the Company and draft of the explanatory statements under Section 230 to 232 of the Act read with the Rules made thereunder, in terms of directions of the Hon'ble NCLT and assent to such alterations, conditions, and modifications, if any, in the notices and explanatory statement as may be prescribed or imposed by the Hon'ble NCLT or effect any other modifications or amendments as they may consider necessary or desirable to give effect to the Scheme;
- (3) To file the Scheme with the concerned/appropriate stock exchanges and to obtain the requisite approval, if required under the applicable law(s);
- (4) To, sign, modify and file application(s) before the Hon'ble NCLT at relevant bench for seeking directions as to convening/dispensing with the meetings of the shareholders/creditors of the Company, and where necessary to take steps to convene and hold such meetings as per the directions of the Hon'ble NCLT and/or any other statutory/regulatory authorities.
- (5) To sign, modify and file petitions, pleadings, affidavits, applications, statements, memos and to engage /remove counsels, advocates, chartered accountants and other professionals/ legal experts/intermediaries and to do all acts, deeds, matters and things as may be necessary or required under or pursuant to the applicable provisions of the Act including any statutory modifications, amendments, re-enactments thereof for the time being in force, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, and in connection with the sanction of the Hon'ble NCLT to the Scheme.
- (6) To sign and issue public advertisement(s) and notice(s) to the members, creditors or any class of persons as per the directions of the Hon'ble NCLT and/or any other Concerned Authority;
- (7) To appoint accountants, advisors, merchant bankers, consultants and other experts for implementation of the Scheme and to fix their remuneration;
- (8) To represent before the stock exchanges, SEBI, Registrar of Companies, Regional Director & Official Liquidator, Ministry of Corporate Affairs, banks, institutions, investors, lenders, government authorities, local authorities, income tax authorities and/or any other statutory/regulatory authorities, wherever required about the Scheme, and to do all such acts, deeds, matters and things as may be at their discretion deem necessary or desirable for such purpose and with power of the Company to settle any queries, difficulties or doubts that may arise in this regard as they may in their absolute discretion, deem fit and proper for the purpose of giving effect to the above resolution;
- (9) To make or assent to any alternations, modifications to the Scheme or to any conditions or limitation which the Hon'ble NCLT may deem fit to approve or impose and may give such directions, as they may consider necessary, and to settle any question or difficulty that may arise with regard to the implementation or in any manner connected therewith and to do all such acts, deeds, matters and things for putting the Scheme into effect;
- (10) To obtain the requisite approval to the Scheme from such other authorities and parties including the creditors or class of creditors and/or the members or the

class of members, either in their respective meetings or otherwise in writing and to do all such incidental and ancillary acts, deeds and things as may be necessary in this regard;

- (11) To take all procedural steps for having the Scheme sanctioned by the Hon'ble NCLT including filing necessary applications, affidavits, petitions, replies, documents etc. and signing, verifying and affirming all applications, affidavits, replies, petitions, documents, vakalatnama, etc. as may be necessary before the Hon'ble NCLT, any court or any authority(ies) etc.;
- (12) To issue, publish, advertise the notice(s) of general meeting(s) of members or class of members or creditors or class of creditors, where the said meeting(s) were directed to be convened, held and conducted in the manner directed by the Hon'ble NCLT/Concerned Authorities, for the purpose of obtaining the necessary approval from the requisite majority of members or class of members or creditors or class of creditors as required under law and to do all such acts, deeds and things as may be necessary and incidental thereto;
- (13) To send the notice of general meeting(s) of members or class of members or creditors or class of creditors, if and so required, along with the necessary statements, documents, information and attachments prescribed in this regard, to the Central Government/Regional Director of concerned region, income tax authorities, concerned Registrar of Companies, concerned Official Liquidator, concerned stock exchange/SEBI, if required, or to such other authorities as may be required, for necessary actions on their part under the Act and relevant Rules in this regard and to do all such acts, deeds and things as may be necessary and incidental thereto;
- (14) To obtain order of the Hon'ble NCLT approving the Scheme and to file the same with the concerned Registrar of Companies and such authorities as may be required so as to make the sanctioned Scheme effective;
- (15) To affix the common seal of the Company in accordance with provisions of the Articles of Association of the Company on such documents as may be necessary in this regard;
- (16) To do all further acts, deeds, matters, deeds and things as may be necessary, proper, desirable and expedient for the purpose of giving effect to the Scheme and for the matters connected therewith or incidental thereto;
- (17) To resolve, settle any question, difficulty or doubt that may arise in relation thereto or otherwise considered to be in the best interest of the Company;
- (18) To delegate the powers granted to the Authorized Signatories to such person(s) as they may deem necessary or expedient in the interest of the Company in relation to implementation of this resolution and to give effect to the Scheme.

RESOLVED FURTHER THAT a certified true copy of this resolution be issued whenever required, under signature of any one of the Directors or Company Secretary of the Company."

**Certified True Copy
For DLF LIMITED**



**SUBHASH SETIA
COMPANY SECRETARY
FCS: 3019**

SCHEME OF ARRANGEMENT

AMONG

DLF PHASE-IV COMMERCIAL DEVELOPERS LIMITED

("Transferor Company No.1")

AND

DLF REAL ESTATE BUILDERS LIMITED

("Transferor Company No.2")

AND

DLF RESIDENTIAL BUILDERS LIMITED

("Transferor Company No.3")

AND

DLF UTILITIES LIMITED

("Demerged Company")

WITH

DLF LIMITED

("Transferee Company")

AND

THEIR RESPECTIVE SHAREHOLDERS

UNDER SECTIONS 230-232 OF THE COMPANIES ACT, 2013

PREAMBLE

- A. WHEREAS this Scheme of Arrangement is presented for the Merger/Amalgamation of DLF Phase-IV Commercial Developers Limited ("Transferor Company No.1/DLF Phase-IV"), DLF Real Estate Builders Limited ("Transferor Company No.2/DREBL"), DLF Residential Builders Limited ("Transferor Company No.3/DRBL") and Demerger of Real Estate

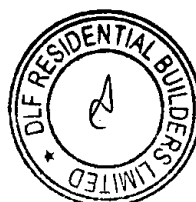


Undertaking of DLF Utilities Limited ("**Demerged Company/DUL**") with DLF Limited ("**Transferee Company/DLF**") (collectively referred to as '**the Companies**') and their respective shareholders under Sections 230-232 of the Companies Act, 2013 ("the Act") read with the relevant Rules of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 including any statutory modification(s), amendment(s) or re-enactment(s) thereof for the time being in force.

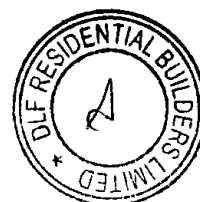
- B. DLF Phase-IV Commercial Developers Limited ("**Transferor Company No.1/DLF Phase-IV**") (CIN U45201HR2002PLC075613) was incorporated as a public limited company on 1st August, 2002, under the provisions of the Companies Act, 1956 presently having its Registered office at 2nd Floor, DLF Gateway Tower, R-Block, DLF City, Phase III, Gurugram-122002. The Company is engaged in real estate business and is carrying on its business activities in terms of its Memorandum of Association.
- C. DLF Real Estate Builders Limited ("**Transferor Company No.2/DREBL**") (CIN U70200HR2008PLC075593) was incorporated on 4th September, 2008 under the provisions of the Companies Act, 1956 presently having its Registered office at 2nd Floor, DLF Gateway Tower, R-Block, DLF City, Phase III, Gurugram-122002. The Company is engaged in real estate business and is carrying on its business activities in terms of its Memorandum of Association.
- D. DLF Residential Builders Limited ("**Transferor Company No.3/DRBL**") (CIN U45200HR2008PLC075592) was incorporated on 31st July, 2008 under the provisions of the Companies Act, 1956 presently having its Registered office at 2nd Floor, DLF Gateway Tower, R-Block, DLF City, Phase III, Gurugram-122002. The Company is engaged in real estate business and is carrying on its business activities in terms of its Memorandum of Association.
- E. DLF Utilities Limited ("**Demerged Company/DUL**") (CIN U01300HR1989PLC030646) was originally incorporated as Nilgiri Cultivations Private Limited on 21st August, 1989 under the provisions of the Companies Act, 1956 presently having its Registered office at 3rd Floor, Shopping Mall, Arjun Marg, Phase – I, DLF City, Gurugram– 122002, Haryana. The name of the company was changed to DLF Utilities Private Limited and a fresh certificate of incorporation was issued on 24th September 2007. Subsequently, the company was converted into a public limited company under the provisions of the Companies Act, 1956 and a fresh certificate of incorporation was issued on 23rd October 2008. The Company is engaged in two businesses namely, real estate business and facility management business and is carrying on its business activities in terms of its Memorandum of Association.



- F. DLF Limited (**Transferee Company /DLF**) (CIN: L70101HR1963PLC002484) was incorporated on 4th July, 1963 as American Universal Electric (India) Limited, under the provisions of the Companies Act, 1956. The Registered Office of the Transferee Company is situated at 3rd Floor, Shopping Mall, Arjun Marg, Phase – I, DLF City, Gurugram, Haryana – 122002. Thereafter, the name of the Company was changed to DLF Universal Limited and fresh certificate of incorporation in consequence of the same was issued on May 28, 1981. The name of the Company was again changed to its present name DLF Limited and fresh certificate of incorporation was issued to the Company on May 27, 2006. The Transferee Company is engaged in real estate development business and is carrying on its business activities in terms of its Memorandum of Association.
- G. The equity shares of the Transferee Company are listed on the BSE Limited (BSE) and National Stock Exchange of India Limited (NSE).
- H. The Transferor Company Nos. 1 to 3 and the Demerged Company are direct/ indirect wholly-owned subsidiaries of the Transferee Company. The Transferor Company Nos. 1, 2 and 3 and the Demerged Company are unlisted companies and the shares of these Companies are not listed on any of the stock exchange(s).
- I. The management of the Companies have examined the relative business strengths and the potential commercial and other synergies of the consolidated entity and, accordingly, the possibility of consolidating their real estate businesses under a single entity was mooted. As the Demerged Company is having two business undertakings i.e. Real Estate Undertaking and Facility Management Business Undertaking, it was proposed to demerge the real estate undertaking only. Post demerger, the Demerged Company having retained undertaking comprising Facility Management Service will be able to focus specifically on the said business of the company as the same require an altogether different expertise and focus, planning, business strategies and decision making. The arrangement would result in reduction of costs, pooling of business and strategic resources, economies of scale and focused management control. The Scheme is in the interest of all the companies and will help in modernization, growth and expansion of the businesses. The arrangement would enable the consolidation of business and carry on the same more efficiently and effectively.



- J. Post sanction of the Scheme, the Transferee Company/DLF will be able to carry out Real Estate business by further pooling of resources, economies of scale and better use of available resources and the Demerged Company/DUL will be able to conduct its business by providing adequate management support, protection and the maintenance of multi-storied buildings/apartments, condominiums, commercial complexes, office complexes, retail areas and common services for the benefits of the residents, corporates, retain customers and users at large.
- K. The Scheme is in the interest of all the companies involved and their respective shareholders, creditors, employees, debenture holders and debenture trustees, if any, depositors and deposit trustee, if any, and all other concerned and shall help these companies to achieve and fulfill the objectives more efficiently and offer opportunities to the management of companies to vigorously pursue growth and expansion of business. The Scheme shall not in any manner be prejudicial to the interest of concerned shareholders or directors or creditors or key managerial personnel or debenture trustees, if any, or any other stakeholder or general public at large. Further there is no material interest of any director and/ or key managerial personnel of the companies or debenture trustees, if any, in the present Scheme of Arrangement.
- L. The amalgamation of Transferor Company Nos. 1 to 3 and demerger of real estate undertaking/Demerged Undertaking (as defined hereinafter) of the Demerged Company/ DUL in accordance with this Scheme shall take effect from the Appointed Date and shall be in accordance with Section 2(1B) and Section 2(19AA) of the Income-tax Act, 1961, respectively.
- M. The Board of Directors of all the companies are of the opinion that the above Arrangement would result in benefit to the shareholders, creditors, employees and other stakeholders of all the companies and all concerned and the Scheme shall not in any manner be prejudicial to the interest of concerned shareholders or creditors or general public at large.
- N. That no investigation or proceedings under Section 206 to 229 of the Companies Act, 2013 or under Section 235 to 251 of the erstwhile Companies Act, 1956 is pending against any of the Companies involved in the present Scheme of Arrangement.
- O. This Scheme provides for the merger/ amalgamation of DLF Phase-IV, DREBL, DRBL and demerger of real estate undertaking of DUL into DLF Limited. This Scheme also provides for matters connected therewith and the Scheme is broadly divided into the following sections:



- Section A:** General description of Companies and Rationale of the Scheme.
- Section B:** Definitions, directors and Share Capital of all Companies
- Section C:** Transfer and vesting of DLF Phase-IV, DREBL and DRBL into Transferee Company/DLF.
- Section D:** Accounting Treatment for Section C of the Scheme.
- Section E:** Demerger and Transfer/Vesting of Demerged Undertaking of Demerged Company into Transferee Company.
- Section F:** Accounting Treatment and other related matters for Section E of the Scheme.
- Section G:** General Terms and Conditions.

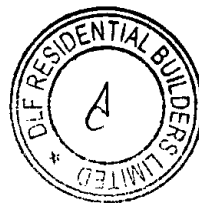
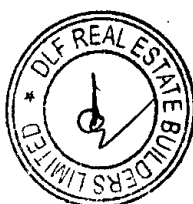
SECTION A

1. GENERAL DESCRIPTION & RATIONALE

- 1.1** DLF Phase-IV Commercial Developers Limited ("Transferor Company No. 1/DLF Phase-IV") (CIN U45201HR2002PLC075613) is a public limited company incorporated under the provisions of the Companies Act, 1956. The Permanent Account Number (PAN) of the Transferor Company No.1 is AABCD8499G and email address of the Transferor Company No.1 is corporateaffairs@dlf.in. The Transferor Company No. 1 is a wholly owned subsidiary of the Transferee Company as entire share capital of Transferor No. 1 Company is held by the Transferee Company.

The Main Objects of DLF Phase-IV as set-out in Clause III of the Memorandum of Association of DLF Phase-IV are, inter alia, as follows:

- i) To purchase or otherwise acquire, any land, plot(s) of land or immovable property or any right or interest therein either singly or jointly or in Partnership with any person(s) or Body corporate or partnership Firm and to develop and construct thereon commercial complex or complex(es) either singly or jointly or in partnership as aforesaid, comprising offices for sale or self-use or for earning rental income thereon by letting out individual units comprised in such building(s).
- ii) To purchase or otherwise acquire, take on lease or in exchange, hire or otherwise acquire, an interest in any movable or immovable property including industrial, commercial, residential, agricultural or farm lands, plots, buildings, houses, apartments, flats or areas within or outside the limits of Municipal Corporation or other local bodies, anywhere within the Domain of India, to divide the same into suitable plots, and to rent or sell the plots to the people for building



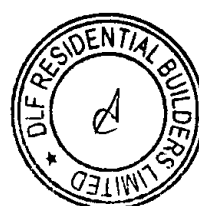
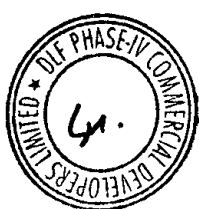
houses, bungalows, and business premises, and to build residential houses and business premises and colonies, and rent or sell the same to the public and realize cost in lump sum or easy installments or by hire purchase system and otherwise.

- iii) To purchase, sell and otherwise to carry on to the following business such as builders, contractors, architects, engineers, Estate agents, decorators, surveyors, Merchants and dealers in stone, stand cement, bricks, timber, iron and steel, hardware and other building requisites, bricks and tiles and terra cotta markers, job makers, carriers, house and estate agents.
- iv) To construct, purchase, develop or otherwise acquire, foreclose, purchase on auction, hire, lease, sell or sell on hire purchase system any buildings, houses, bungalows, factories, sheds, recreational clubs and facilities including golf course, sports and social clubs, trade premises, plant, machinery, public buildings, lands, farms, or any other kind of asset, estate or property (movable or immovable rights or things in action and to carry on the business as proprietors, developers, builders, managers, operators, hirers and dealers of land and all kinds of movable and immovable properties).

1.2 DLF Real Estate Builders Limited ("**Transferor Company No. 2/DREBL**") (CIN U70200HR2008PLC075593) is a public limited company incorporated under the provisions of the Companies Act, 1956. That the Transferor Company No. 2 is an indirect wholly owned subsidiary of DLF Limited, as the entire equity capital of the DREBL is held by DLF Limited and DLF Home Developers Limited, a wholly owned subsidiary of DLF, the Transferee Company herein, being the holding / parent company of all the companies, is involved in the present Scheme. The Permanent Account Number (PAN) of the Transferor Company No.2 is AACCD9979L and email address of the Transferor Company No.2 is corporateaffairs@dlf.in.

The Main Objects of DREBL as set-out in Clause III of the Memorandum of Association of DREBL are, inter alia, as follows:

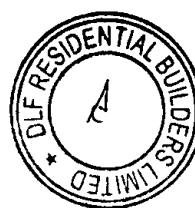
- i) To purchase, take on lease or in exchange, hire or otherwise acquire right, title or interest in any movable or immovable property(ies) including residential, commercial, agricultural, farm lands, plots, buildings, houses, apartments, flats or areas within or outside the limits of Municipal Corporation or other local bodies, anywhere in India or abroad, to divide the same into plots, rent out or sell the plots to the people for building houses, bungalows, business premises and to build, construct residential houses, apartments, flats and business premises and colonies and lease, sell,



transfer or dispose off the same to the public, provide after-sale service and realize cost in lump sum or easy installments or by hire purchase system.

- ii) To purchase or otherwise acquire, any land, plot(s) of land or immovable property(ies) or any right, title or interest therein either singly or jointly or in partnership with any person(s) or body corporate or partnership firm(s) and to develop and construct thereon residential, commercial complex(es) either severally, or jointly or in partnership as aforesaid, comprising offices spaces for sale or self use or for earning rental income thereon by letting out individual units comprised in such building(s) and to purchase, sell and otherwise carry on the businesses of builders, construction contractors, architects, engineers, estate agents, decorators, surveyors, merchants and dealers in stone, sand, cement, bricks, timber, iron and steel, hardware and other building requisites, bricks and tiles and terra cotta makers, job makers, carriers, house and estate agents.
- iii) To purchase for investment or resale and to deal or trade in land, plots, houses, bungalows, farm houses, apartments, flats and other immoveable properties of any nature, tenure and any interest therein, and to create, sell and deal in freehold and leasehold ground rents, and to make advances upon the security of land or house, or other properties, or any interest therein, and to deal in and trade by way of sale, lease, transfer, exchange, or otherwise with land and house property(ies) and any other immovable properties whether real or personal and to carry on the business of colonizers, developers of modern multi-dimensional residential townships, commercial complexes and providers of high-tech infrastructure and communication facilities, power, roads, water and drainage systems.
- iv) To acquire by purchase, lease, exchange, or otherwise, land, buildings and hereditaments of any tenure of description situate in India or abroad, any estate or interest therein, and any rights over or connected with land so situated, and to turn the same to account as may seen expedient, and in particular by preparing building site and by constructing, reconstructing, altering, improving decorating, finishing and maintaining offices, flats, houses, factories, warehouses, shops, retail outlets, wharves, buildings, works and conveniences of all kinds and by consolidating or connecting or sub dividing properties, and by leasing and disposing of the same.

1.3 DLF Residential Builders Limited ("Transferor Company No. 3/DRBL") (CIN U45200HR2008PLC075592) is a public limited company incorporated under the provisions of the Companies Act, 1956. The Transferor Company No. 3 is an indirect wholly-owned subsidiary of DLF Limited, as the entire equity capital of the DRBL is held by DLF Limited and



DLF Home Developers Limited, a wholly-owned subsidiary of DLF Limited, the Transferee Company herein, being the holding/ parent company of all the companies, is involved in the present Scheme. The Permanent Account Number (PAN) of the Transferor Company No.3 is AACCD9575E and email address of the Transferor Company No.3 is corporateaffairs@dlf.in.

The Main Objects of DRBL as set-out in Clause III of the Memorandum of Association of DRBL are, inter alia, as follows:

- i) To purchase, take on lease or in exchange, hire or otherwise acquire right, title or interest in any movable or immovable property(ies) including residential, commercial, agricultural, farm lands, plots, buildings, houses, apartments, flats or areas within or outside the limits of Municipal Corporation or other local bodies, anywhere in India or abroad, to divide the same into plots, rent out or sell the plots to the people for building houses, bungalows, business premises and to build, construct residential houses, apartments, flats and business premises and colonies and lease, sell, transfer or dispose off the same to the public, provide after-sale service and realize cost in lump sum or easy installments or by hire purchase system.
- ii) To purchase or otherwise acquire, any land, plot(s) of land or immovable property(ies) or any right, title or interest therein either singly or jointly or in partnership with any person(s) or body corporate or partnership firm(s) and to develop and construct thereon residential, commercial complex(es) either severally, or jointly or in partnership as aforesaid, comprising offices spaces for sale or self-use or for earning rental income thereon by letting out individual units comprised in such building(s) and to purchase, sell and otherwise carry on the businesses of builders, construction contractors, architects, engineers, estate agents, decorators, surveyors, merchants and dealers in stone, sand, cement, bricks, timber, iron and steel, hardware and other building requisites, bricks and tiles and terra cotta makers, job makers, carriers, house and estate agents.
- iii) To purchase for investment or resale and to deal or trade in land, plots, houses, bungalows, farm houses, apartments, flats and other immoveable properties of any nature, tenure and any interest therein, and to create, sell and deal in freehold and leasehold ground rents, and to make advances upon the security of land or house, or other properties, or any interest therein, and to deal in and trade by way of sale, lease, transfer, exchange, or otherwise with land and house property(ies) and any other immovable properties whether real or personal and to carry on the business of colonizers, developers of modern multi-dimensional residential townships, commercial complexes and providers of high-tech infrastructure and communication facilities, power, roads, water and drainage systems.

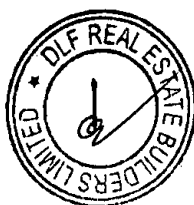


- iv) To acquire by purchase, lease, exchange, or otherwise, land, buildings and hereditaments of any tenure of description situate in India or abroad, any estate or interest therein, and any rights over or connected with land so situated, and to turn the same to account as may seen expedient, and in particular by preparing building site and by constructing, reconstructing, altering, improving decorating, finishing and maintaining offices, flats, houses, factories, warehouses, shops, retail outlets, wharves, buildings, works and conveniences of all kinds and by consolidating or connecting or sub dividing properties, and by leasing and disposing of the same.

1.4 DLF Utilities Limited ("DUL / Demerged Company") (CIN U01300HR1989PLC030646) is a public limited company incorporated under the provisions of the Companies Act, 1956. The Demerged company is a wholly-owned subsidiary of the Transferee Company as entire share capital of DUL is held by the Transferee Company along with its nominees. The Permanent Account Number (PAN) of the Demerged Company is AAACN3199A and email address of the Demerged Company is corporateaffairs@dlf.in.

The Main Objects of DUL as set-out in Clause III of the Memorandum of Association of DUL are, inter alia, as follows:

- i) To purchase, sell, lease, licence, exchange, mortgage, hire or otherwise acquire and/or dispose of lands and properties of any description or tenure or any interest there-in and to erect and construct houses, buildings, flats, apartments, offices, cinemas, hotels, motels, shops or works of every description on any land of the Company, or upon any other land or property and to pull down, rebuilt enlarge, alter and improve existing houses, buildings, shops and works thereon and to convert and appropriate such land for roads, street, gardens and other conveniences and generally to carryon business in real estate and properties of all kinds and to deal with and improve the property of the company and to own, let and manage such properties.
- ii) To carry on in India or elsewhere the business of generation, storage, accumulation, transmission, distribution, supply, purchase, sale, exchange, export, import, trading (purchase electricity and resale thereof) and otherwise dealing of power, electricity and other sources of energy whether conventional or non-conventional and to construct, laydown, establish, fix and carry out all necessary infrastructures including power stations, cables, wires, transmission lines, accumulations, lamps and works and other equipment relating to power, electricity, chilled water and other sources of energy.

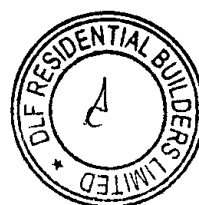


- iii) To undertake the business of providing services of management, protection and maintenance of multi-storied buildings/colonies, commercial complexes, office complexes, market, shopping complex, clubs, theatres, hospitals, factories, streets, public and private, estates, cities, town, villages, etc. and operation thereon of common services for the benefit of the Owners, corporates, lessees, vendees, Occupants and Residents thereof on such terms and conditions and for such considerations as may be agreed to between the parties and run the same with such addition, alterations, improvements or limitations as may be deemed fit and to do all matters connected therewith or incidental thereto.

1.5 DLF Limited ("**Transferee Company**") (CIN: L70101HR1963PLC002484) is a Public Limited Listed Company incorporated under the provisions of the Companies Act, 1956. The Transferee company is a holding company of Transferor Company No. 1, 2 and 3 and the Demerged Company. The equity shares of the Transferee Company are listed on the BSE Limited (BSE) and National Stock Exchange of India Limited (NSE). The Permanent Account Number (PAN) of the Transferee Company is AAACD3494N and email address of the Transferee Company is corporateaffairs@dlf.in.

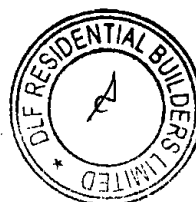
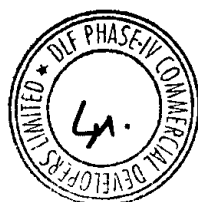
The Main Objects of the Transferee Company as set-out in Clause III of the Memorandum of Association of the Company are, inter alia, as follows:

- i) To carry on business as proprietors, developers, Builders, Managers, Operators, hirers and dealers of all kinds of immovable properties, including but not limited to that of lands, buildings, farms, cinemas, hotels and cold stores and to carry on all incidental or allied activities and business as are usually carried on by Proprietors, Builders, Managers, Operators, Hirers and Dealers etc. of such properties and to carry on business as hirers of machinery.
- ii) To acquire from any person, firm or body corporate or unincorporated whether in India or elsewhere, technical information, know how, processes engineering manufacturing and operating data plans, layout and blueprints useful for the design, erection and operation of plant required for any of the business of the Company and to acquire any grant or licences and other rights and benefits in the foregoing matters and things.
- iii) To carry on any trade or business whatsoever which can, in the opinion of the Company, be advantageously or conveniently carried on by the Company by way of extension of, or in



connection with any such business as aforesaid, or is calculated directly or indirectly to develop any branch of the Company's business or to increase the value of any of the Company's assets, property or grants.

- iv) To sell, lease, rent, grant licenses, easements and other rights over and in any other manner deal with or dispose of the undertaking, property, assets, rights and effects of the Company, or any part thereof for such consideration the Company may think fit.
- v) To erect, build, construct, alter, equip, maintain or replace and to manage buildings, factories, sheds, offices, warehouses, workshops, stores, dwellings, milks, shops, roads, tanks, waterworks and other works and conveniences which may seem necessary for the purpose of the Company.
- vi) To enter into any partnership or arrangement in the nature of a partnership, corporation or union of interests with any person or persons or corporation engaged or interested or about to become engaged or interested in the carrying on or conduct of any business or enterprise which this Company is authorised to carry on or conduct or from which this company would or might derive any benefit, whether direct or indirect.
- vii) To amalgamate with any other company or companies.
- viii) To conceive, design, develop, set up, and maintain an integrated techno township, technology parks, software parks, cybercity and to carry on business of all related services and allied activities relating thereto.
- ix) To carry on the business of colonisers, developers of modern multi-dimensional residential township, commercial complexes, and providers of hi-tech infrastructural facilities, telecommunication facilities including but not limited to optical fibre telephone exchanges, earth- stations, bandwidth data communication facilities, power, roads, water and drainage systems.
- x) To purchase or otherwise acquire, take on lease or in exchange, hire or otherwise acquire, an interest in any movable or immovable property including industrial, commercial, residential, agricultural or farm lands, plots, building, houses, apartments, flats or areas within or outside the limits of Municipal Corporation or other local bodies, anywhere within India, to divide the same into suitable plots, and to build residential houses and business premises and colonies and rent

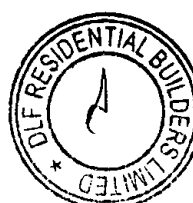


or sell the same to the public and realize consideration thereof in lump sum or easy instalments or by hire purchase system or otherwise.

RATIONALE OF THE SCHEME

1.6 The present Scheme of Arrangement would, inter alia, have the following benefits:

- i) The Arrangement will result into consolidation of the real estate business of the Transferor Company Nos. 1 to 3 and the Demerged Company with the Transferee Company.
- ii) The demerger of Real Estate Undertaking of Demerged Company into the Transferee Company will enable the Demerged Company (the Retained Undertaking) to focus more specifically on the business of Facility Management Services as an exclusive entity and will concentrate on developing and achieving expertise towards facility management business strategies and decision making as the nature of risks, considerations, factors and commercial parameters applicable to the business being divergent in nature and it will continue as a wholly owned subsidiary of the Transferee Company.
- iii) The Arrangement will result in better, efficient and economical management, cost savings, pooling of resources, reduction of corporate tiers, creating better synergy across the group, optimum utilization of resources, rationalization of administrative expenses/services, control and running of businesses and further development and growth of the business of all the companies.
- iv) The Arrangement will enable all the Companies to pool their financial, commercial and other resources and considerable synergy of operations would be achieved from business and administrative point of view and conserve administrative resources and cost overheads.
- v) The Transferee Company will have better financial and business prospects. The Scheme would be beneficial to and in the best interest of the shareholders & creditors, if any, of all the above-mentioned Transferor Company Nos. 1 to 3, the Demerged Company and the Transferee Company. The Scheme shall not in any manner be prejudicial to the interests of concerned shareholders/ creditors and general public at large.

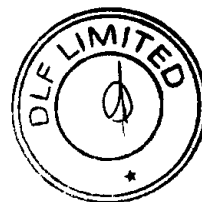
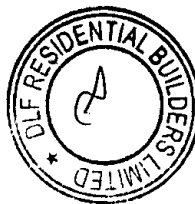
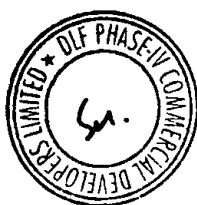


SECTION-B
DEFINITIONS AND SHARE CAPITAL

2. DEFINITIONS

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

- a) **“Act” or “the Act”** means the Companies Act, 2013 and the Rules, regulations, notifications made thereunder including any statutory modifications, re-enactments or amendments thereof and also mean and refer to corresponding and enforceable Sections of Companies Act, 1956 and rules, regulations made thereunder, to the extent applicable;
- b) **“Appointed Date”** means the 1st day of October 2017 or such other appointed date as may be approved by the Hon’ble National Company Law Tribunal (NCLT) or Hon’ble National Company Law Appellate Tribunal (NCLAT), or any other competent Court(s), judicial or quasi-judicial authority having jurisdiction and power to sanction the Scheme, as the case may be;
- c) **“Board of Directors” or “Board”** means Board of Directors of the Transferor Company Nos.1 to 3, the Demerged Company and the Transferee Company, as the case may be, and include any Committee (s) of the Board, or any person or persons authorized by the Board of Directors of the respective Companies;
- d) **“Central Government”** for the present Scheme means and include but not limited to the concerned Regional Director for the Northern Region and the Official Liquidator as appointed by the Central Government or such other authorities to whom powers under Sections 230 to 232 of the Act may be delegated from time to time;
- e) **“National Company Law Tribunal” or “NCLT” or “The Tribunal”** means the Hon’ble National Company Law Tribunal at Chandigarh or any other relevant bench of the Hon’ble National Company Law Tribunal constituted under Section 408 read with Section 419 of the Act having jurisdiction over the companies to sanction the Scheme, as and when the context may require;



- f) **“National Company Law Appellate Tribunal” or “NCLAT” or “The Appellate Tribunal”** means the Hon’ble National Company Law Appellate Tribunal at New Delhi, constituted under Section 410 of the Act, as and when the context may require;
- g) **“Amalgamated/ Merged Undertaking and/or Undertaking(s)”** shall mean and include the whole of the businesses and undertakings of Transferor Company No. 1/DLF Phase-IV, Transferor Company No. 2/DREBL and Transferor Company No. 3/DRBL on a going concern basis, being carried on by the Transferor Company Nos.1 to 3 as on the Appointed Date, which is being amalgamated and merged with the Transferee Company and shall include (without limitation) :
- i) all the properties and assets, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent, deposits, investments of all kinds (including shares, scrips, stocks, bonds, debentures, debenture stock, units or pass through certificates), all cash balances with the banks, money at call and short notice, loans, advances, contingent rights or benefits, lease and hire purchase contracts and assets, receivables, cheques and other negotiable instruments (including post-dated cheques), benefit of assets or properties or other interest held in trust, in partnership firms, benefit of any security arrangements, authorities, allotments, approvals, buildings and structures, office, residential and other premises, tenancies, leases, licenses, rights arising out of contracts, fixed and other assets, powers, consents, authorities, registrations, agreements, contracts, engagements, arrangements of all kinds, rights, titles, interests, benefits, leasehold rights, other benefits (including tax benefits), tax holiday benefits, tax incentives & exemptions (including but not limited to tax credits), Minimum Alternate Tax Credit entitlement (“MAT Credit”), tax losses (if available under law), advance tax payments under Income-tax Act, 1961, easements, privileges, liberties, grants and advantages of whatsoever nature including pending projects whosoever situated belonging to and / or in the ownership, power or possession and in the control of or vested in or granted in favor of or enjoyed by all the above mentioned Transferor Company Nos. 1 to 3, including but without being limited to licenses in respect thereof, privileges, liberties, concessions in terms of duties, taxes, subsidies, incentives, as may be available to all the above mentioned Transferor Company Nos. 1 to 3 or in relation to any movable or immovable assets of all the Transferor Company Nos. 1 to 3 and including easements, advantages, benefits, rights, grants and exemptions granted under any law, or other enactment, leases, tenancy rights, ownership



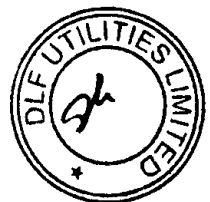
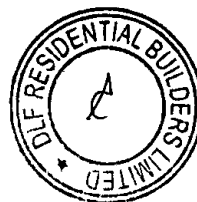
flats, quota rights, permits, approvals, authorizations, right to use and avail of telephones, telex, facsimile, e-mail, web-connections, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, bank and cash balances, security deposit refunds, outstanding balances, stocks / investments provisions, funds, benefits of all agreements, sales/ purchase order, licenses granted by DTCP or any other authorities, all records, files, papers, computer programs, manuals, data, catalogues, sales and advertising materials, lists and other details of present and former customers and suppliers, customers credit information, customer and supplier pricing information and other records in connection with or relating to the above mentioned Transferor Company Nos. 1 to 3 and all other interests including those arising to the above mentioned Transferor Company Nos. 1 to 3 and including but without being limited to land and building, all fixed and movable plant and machinery, construction equipment, leasehold or freehold, tangible or intangible assets, computers and accessories, software and related data, leasehold improvements, plant and machinery, offices, capital work-in-progress, vehicles, furniture, fixtures, fittings, office equipment, telephone, facsimile and other communication facilities and equipment, electricals, appliances, accessories, deferred tax assets and investments; (hereinafter referred to as "the said assets");

- ii) all the debts, liabilities, duties and obligations present and future of the above-mentioned Transferor Company Nos. 1 to 3 including the contingent liabilities (hereinafter referred to as "the said liabilities");
- iii) all rights and licenses including, all assignments and grants thereof, all permits, approvals, clearances, consents, notifications, quota rights, import quotas and registrations whether under Central, State or other laws, rights (including rights/ obligations under any agreement, contracts, applications, letters of intent or any other contracts), subsidies, grants, tax credits (including MODVAT/ CENVAT, Service Tax credits, input of Goods and Services Tax), incentives or schemes of central/ state/ local governments, certifications and approvals, regulatory approvals from appropriate authority(ies), entitlements, licenses, registrations benefits under various schemes and registrations, approvals, licenses & permissions from the Central Government, any State Government or any local authority, Customs, Director, Town and Country Planning or its sub-ordinate offices, Central Excise, Goods and Services Tax, Software Technology Parks of India, Director General of Foreign Trade, Reserve Bank of India, Ministry of Corporate Affairs, Ministry of Commerce and Industry, Ministry of Finance, Municipal



Body permissions, goodwill, approvals, consents, environmental clearances, tenancies, investments and/ or interest (whether vested, contingent or otherwise), sales/ purchase order, licenses granted by statutory authorities, cash balances, bank balances, bank accounts, reserves, deposits, advances, recoverable, receivables, benefit of insurance claims, easements, advantages, financial assets, hire purchase and lease arrangements, the benefits of bank guarantees issued by all the above mentioned Transferor Company Nos. 1 to 3, funds belonging to or proposed to be utilised by above mentioned Transferor Company Nos. 1 to 3, privileges, all other claims, rights and benefits (including under any powers of attorney issued by above mentioned Transferor Company Nos. 1 to 3 or any powers of attorney issued in favour of above mentioned Transferor Company Nos. 1 to 3 or from or by virtue of any proceeding before a legal, quasi-judicial authority or any other statutory authority to which above mentioned companies was a party), powers and facilities of every kind, nature and description whatsoever, rights to use and avail of provisions, funds, utilities, benefits, duties and obligations of all agreements, contracts and arrangements and all other interests;

- iv) all employees, if any, of above mentioned Transferor companies immediately preceding the approval/sanction of the Scheme by the Hon'ble NCLT.
- v) all deposits and balances with Government, Semi-Government, local bodies and other authorities, customers and other persons, share application money, wallet/ pre-paid instruments balances, earnest moneys and/ or security deposits paid or received by above mentioned Transferor companies;
- vi) all books, records, files, papers, product specifications and process information, records of standard operating procedures, computer programs along with their licenses, manuals and back-up copies, drawings, designs, structural lay out plans/drawings, other manuals, data catalogues, quotations, sales and advertising materials and other papers, documents, data and records whether in physical or electronic form;
- vii) all intellectual property rights including all trademarks, trademark applications, trade names, patents and patent applications, domain names, logo, websites, internet registrations, designs, copyrights, trade secrets and all other interests exclusively relating to above mentioned Transferor companies.



It is intended that the definition of Amalgamated /Merged Undertaking or Undertaking(s) under this Clause would enable the transfer of all properties, assets, rights, duties and liabilities of the Transferor Company Nos.1 to 3 into the Transferee Company pursuant to this Scheme;

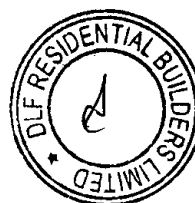
(h) **'Demerged Undertaking'** means the Real Estate business Undertaking of the Demerged Company / DUL which is proposed to be transferred and vested in the Transferee Company and shall include (without limitation):

- i) all the properties and assets, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent, deposits, investments of all kinds (including shares, scrips, stocks, bonds, debentures, debenture stock, units or pass through certificates), all cash balances with the banks, money at call and short notice, loans, advances, contingent rights or benefits, lease and hire purchase contracts and assets, receivables, cheques and other negotiable instruments (including post-dated cheques), benefit of assets or properties or other interest held in trust, in partnership firms, benefit of any security arrangements, authorities, allotments, approvals, buildings and structures, office, residential and other premises, tenancies, leases, licenses, rights arising out of contracts, fixed and other assets, powers, consents, authorities, registrations, agreements, contracts, engagements, arrangements of all kinds, rights, titles, interests, benefits, leasehold rights, other benefits (including tax benefits), tax holiday benefits, tax incentives & exemptions (including but not limited to tax credits), Minimum Alternate Tax Credit entitlement ("MAT Credit"), tax losses (if available under law) prepaid taxes i.e. tax deducted at source (TDS), advance tax and self assessment tax under Income-tax Act, 1961, easements, privileges, liberties, grants and advantages of whatsoever nature including pending projects whosoever situated belonging to and / or in the ownership, power or possession and in the control of or vested in or granted in favor of or enjoyed by the Demerged Company pertaining to Demerged Undertaking, including but without being limited to licenses in respect thereof, privileges, liberties, concessions in terms of duties, taxes, subsidies, incentives, as may be available to the Demerged Company pertaining to Demerged Undertaking or in relation to any movable or immovable assets of the Demerged Company pertaining to Demerged Undertaking and including easements, advantages, benefits, rights, grants and exemptions granted under any law, or other enactment, leases, tenancy rights, ownership flats, quota rights, permits, approvals, authorizations, right to use and avail of telephones, telex, facsimile, e-mail, web-



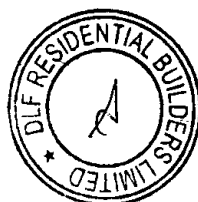
connections, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, bank and cash balances, security deposit refunds, outstanding balances, stocks / investments provisions, funds, benefits of all agreements, all records, files, papers, computer programs, manuals, data, catalogues, sales and advertising materials, lists and other details of present and former customers and suppliers, customers credit information, customer and supplier pricing information and other records in connection with or relating to the Demerged Undertaking of the Demerged Company and all other interests including those arising to the above-mentioned Demerged Company and including but without being limited to land and building, all fixed and movable plant and machinery, construction equipment, leasehold or freehold, tangible or intangible assets, including but not limited to all computers and accessories, software and related data, leasehold improvements, plant and machinery, offices, capital work-in-progress, vehicles, furniture, fixtures, fittings, office equipment, telephone, facsimile and other communication facilities and equipment, electricals, appliances, accessories, deferred tax assets and investments; (hereinafter referred to as "the said assets");

- ii) all the debts, liabilities, duties and obligations present and future pertaining to the Demerged Undertaking of the Demerged Company including the contingent liabilities (hereinafter referred to as "the said liabilities");
- iii) all rights and licenses including, all assignments and grants thereof, all permits, approvals, clearances, consents, notifications, quota rights, import quotas and registrations whether under Central, State or other laws, rights (including rights/ obligations under any agreement, contracts, applications, letters of intent, or any other contracts), subsidies, grants, tax credits (including MODVAT/ CENVAT, Service Tax credits, Input Tax Credit under Goods and Services Tax), incentives or schemes of central/ state/ local governments, certifications and approvals, regulatory approvals from appropriate authority(ies), entitlements, licenses, the registrations benefits under various schemes and registrations, approvals, licenses and permissions from the Central Government, any State Government or any local authority, Customs, Director, Town and Country Planning or its subordinate offices, Central Excise, Goods and Services Tax, Software Technology Parks of India, Director General of Foreign Trade, Reserve Bank of India, Ministry of Corporate Affairs, Ministry of Commerce and Industry, Ministry of Finance, Municipal Body permissions, goodwill, approvals, consents, environmental clearances, tenancies, investments and/ or interest (whether vested, contingent or otherwise), sales/ purchase order, licenses granted



by statutory authorities, cash balances, bank balances, bank accounts, reserves, deposits, advances, recoverable, receivables, benefit of insurance claims, easements, advantages, financial assets, hire purchase and lease arrangements, the benefits of bank guarantees issued by the Demerged Company pertaining to Demerged Undertaking, funds belonging to or proposed to be utilised by the Demerged Company belonging to the Demerged Undertaking, privileges, all other claims, rights and benefits (including under any powers of attorney issued by the Demerged Company or any powers of attorney issued in favour of the Demerged Company or from or by virtue of any proceeding before a legal, quasi-judicial authority or any other statutory authority to which the Demerged Company was a party), powers and facilities of every kind, nature and description whatsoever, rights to use provisions, funds, utilities, benefits duties and obligations of all agreements, contracts and arrangements and all other interests;

- iv) all employees, if any, of the Demerged Undertaking belonging to the Demerged undertaking immediately preceding the approval/sanction of the Scheme by the Hon'ble NCLT.
- v) all deposits and balances with Government, Semi-Government, local and other authorities and bodies, customers and other persons, share application money, wallet/ pre-paid instruments balances, earnest moneys and/ or security deposits paid or received by the Demerged Company pertaining to Demerged Undertaking;
- vi) all books, records, files, papers, software programs, product specifications and process information, records of standard operating procedures, computer programs along with their licenses, manuals and back-up copies, drawings, designs, structural lay out plans/drawings, other manuals, data catalogues, quotations, sales and advertising materials, lists of presents and former customers and suppliers, customer credit information, customer pricing information and other papers, documents, data and records whether in physical or electronic form, directly or indirectly, in connection with or relating to the business of the Demerged Undertaking;
- vii) all intellectual property rights including all trademarks, trademark applications, trade names, brand goodwill, patents and patent applications, domain names, logo, websites, internet registrations, designs, copyrights, trade secrets and all other interests exclusively relating to the goods or services being dealt with by the business of the Demerged



Undertaking but shall not include any assets or liabilities relating to the remaining business of Demerged Company .

It is intended that the definition of Demerged Undertaking under this Clause would enable the transfer of all properties, assets and liabilities of the Demerged Undertaking on a going concern basis from Demerged Company to the Transferee Company pursuant to the Scheme;

- (i) **“Retained Undertaking /Business”** means and includes the Facility Management Business Undertaking of the Demerged Company /DUL not forming part of the Demerged Undertaking of the Demerged Company / DUL in terms of this Scheme;
- (j) **“Scheme” or “Scheme of Arrangement” or “this Scheme” or “the Scheme”** means and refers to this Scheme of Arrangement involving amalgamation of Transferor Company Nos. 1 to 3 and Demerger of Real Estate Undertaking of the Demerged Company into the Transferee Company as well as the respective shareholders, class of members, if any, of these Companies as set out herein in its present form or with any modification(s) made with the consent of the Board of Directors of the Transferor Company Nos. 1 to 3 and the Demerged Company and the Transferee Company, subject to such modifications as may be deemed fit by the Hon’ble NCLT or any other appropriate authority having equal jurisdiction;
- (k) **“SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015”** means the regulations issued by SEBI for adherence of a listed company hereinafter referred as ‘Listing Regulations’ as amended from time to time.
- (l) **“Stock Exchanges”** means the BSE Limited and National Stock Exchange of India Limited situated in Mumbai, where the securities of Transferee Company are listed.
- (m) **“Transferor Company Nos. 1 to 3 / Transferor Companies”** shall mean and include DLF Phase-IV Commercial Developers Limited (“Transferor Company No.1/DLF Phase-IV), DLF Real Estate Builders Limited (“Transferor Company No. 2 / DREBL) and DLF Residential Builders Limited (“Transferor Company No. 3/DRBL).

The expressions which are used in this Scheme and not defined in this Scheme, shall, unless repugnant or contrary to the context or meaning hereof, have the same meaning as ascribed to them under the Act, Income-tax Act, 1961, Indian Accounting Standard, as may be applicable



and other applicable laws, rules, regulations, bye-laws, as the case may be, or any statutory modification or re-enactment thereof from time to time. Wherever reference is made to the Hon'ble NCLT in the Scheme, the reference would include, if appropriate, reference to the concerned Bench of Hon'ble NCLT or such other forum or authority as may be vested with the powers of the Hon'ble NCLT under the Act.

2.2 DATE OF COMING INTO EFFECT

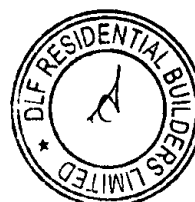
The Scheme shall come into effect from (a) the Appointed Date; or (b) such other appointed date as may be approved by the Hon'ble NCLT or Hon'ble NCLAT or any other competent authority having power to sanction the Scheme.

2.3 COMPLIANCE WITH TAX LAW

Apart from meeting the commercial and business interest of the parties as specified hereinbefore, this Scheme, in so far as it relates to the Merger/Amalgamation, has been drawn-up to comply with the conditions relating to "Amalgamation" as specified under the tax laws, including Section 2(1B), Section 47 and Section 72A (if applicable) and all other relevant provisions of the Income-tax Act, 1961 or any amendment or reenactment thereto.

In addition, in so far as the Scheme relates to the Demerger of Real Estate Undertaking of Demerged Company, the Scheme has been drawn up to comply with the provisions of Section 2(19AA) of the Income-tax Act, 1961 and shall stand modified, if so required, to the extent necessary to comply with the provisions of Section 2 (19AA) of the Income – tax Act, 1961.

If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the applicable law at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of such law shall prevail, and the Scheme shall stand modified to the extent determined necessary to comply with the applicable provisions. Such modification will however not affect the other parts of the Scheme and the power to make any such amendments shall vest with the Board of Directors or any other Committee of the Board to which power is delegated of the Transferor Company Nos.1 to 3, the Demerged Company and the Transferee Company.



2.4 SHARE CAPITAL STRUCTURE AND THE FINANCIAL POSITION

The share capital structure and the financial position of the Transferor Company Nos. 1 to 3, the Demerged Company and the Transferee Company, as reflected by the latest Audited Balance Sheet dated 31st March 2017, are given as under:

2.4.1 Share Capital of the Transferor Company No. 1

The Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferor Company No. 1 as on 31 March 2017 is as under :

PARTICULARS	AMOUNT (Rs)
AUTHORIZED CAPITAL	
(4,00,000) Equity Shares of Rs 10/- each	40,00,000/-
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	
(4,00,000) Equity Shares of Rs 10 each fully paid-up	40,00,000/-

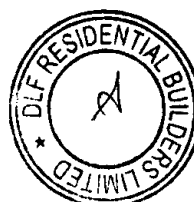
Since 1st April, 2017 to present, there has been no change in the shareholding of the Company.

2.4.2 Share Capital of the Transferor Company No. 2

The Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferor Company No. 2 as on 31st March 2017 is as under:

PARTICULARS	AMOUNT (Rs)
AUTHORIZED CAPITAL	
(20,41,520) Equity Shares of Rs 10/- each	2,04,15,200/-
(4,348) preference share of Rs. 100/- each	4,34,800/-
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	
(5,00,001) Equity Shares of Rs 10 each fully paid-up	50,00,010/-
(4,348) Preference Shares of Rs.100 each	4,34,800/-

On 19th May 2017, the Company has allotted 2,04,400 equity shares of Rs.20,44,000 to make the total paid-up capital of Rs.74,78,810/-. On 19.06.2018, 42 Nos. of equity shares of Rs.10/- each were transferred to DLF Home Developers Limited, an indirect wholly owned subsidiary of the Transferee Company. Since then, there is no change in the shareholding of the Company.



2.4.3 Share Capital of the Transferor Company No. 3

The Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferor Company No. 3 as on 31st March 2017 is as under:

PARTICULARS	AMOUNT (Rs)
AUTHORIZED CAPITAL	
(5,00,000) Equity Shares of Rs 10/- each	50,00,000/-
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	
(5,00,000) Equity Shares of Rs 10 each fully paid-up	50,00,000/-

Since 1st April 2017 to the present, there has been no change in the shareholding of the Transferor Company No. 3.

2.4.4 Share Capital of the Demerged Company

The Authorized, Issued, Subscribed and Paid-up Share Capital of the Demerged Company on 31st March 2017 is as under:

PARTICULARS	AMOUNT (Rs)
AUTHORIZED CAPITAL	
(12,50,50,000) Equity Shares of Rs 10/- each	125,05,00,000/-
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	
(10,70,74,641) Equity Shares of Rs 10 each fully paid-up	107,07,46,410/-

Notes:

- Since 1st April 2017 to the present, there has been no change in the paid-up capital of the Demerged Company.
- As on 31st March 2017, the Demerged Company was a subsidiary of DLF Cyber City Developers Limited, a group company, holding 90.62% of total share capital.
- During the Financial Year 2017-18, 9,80,22,500 equity shares were acquired by the Transferee Company thereby the Demerged Company became Wholly Owned Subsidiary of the Transferee Company.



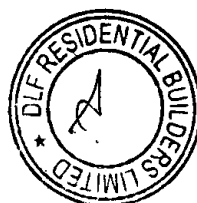
2.4.5 Share Capital of the Transferee Company

The Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferee Company as on 31st March 2017 is as under:

PARTICULARS	AMOUNT (Rs)
AUTHORISED CAPITAL	
(2,49,75,00,000) Equity Shares of Rs 2/- each	4,99,50,00,000/-
50,000 Redeemable Preference Shares of Rs 100/- each	50,00,000/-
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	
ISSUED AND SUBSCRIBED CAPITAL	
(1,79,16,85,337) Equity Shares of Rs 2/- each fully paid-up	3,58,33,70,674/-
PAID-UP CAPITAL	
(1,78,40,03,090) Equity Shares of Rs 2/ each fully paid-up	3,56,80,06,180/-

Notes:

- The authorized capital of the Transferee Company was increased by 250 crores equity shares of Rs.2/- each aggregating to Rs.500 crores (Rupees five hundred crores)
- During the financial year 2017-18, the Transferee Company has allotted 63,938 equity shares of Rs. 2/- each aggregating to Rs. 1,27,876/- fully paid-up upon exercise of stock options by the eligible employees under the Employee Stock Option Scheme, 2006.
- On 29th December 2017, the Transferee Company has allotted 37,97,46,836 fully paid-up 0.01% Compulsorily Convertible Unsecured Debentures ("CCDs") of Rs. 217.25 each at par fully paid-up convertible into equal number of Equity Shares of Rs. 2/- each, as per the terms of the CCDs.
- On 29th December 2017, the Transferee Company has also allotted 13,80,89,758 Warrants of Rs. 217.25 each, exercisable into equal number of Equity Shares of Rs. 2/- each, as per the terms of the issue of Warrants.
- During the financial year 2017-18, the shareholders of Transferee Company in its Extraordinary general meeting held on 27th December 2017 has approved to offer, create and



issue up to 17.30 crore equity shares of Rs. 2/- each to Qualified Institutional Investors on a private placement basis.

- f) Up to 30th June, 2018, the Transferee Company has allotted 17,990 equity shares of Rs. 2/- each aggregating to Rs. 35,980/- fully paid-up upon exercise of stock options by the eligible employees under the Employee Stock Option Scheme, 2006.

**PROMOTERS, DIRECTORS AND KEY MANAGERIAL PERSONNEL OF THE
TRANFEROR COMPANIES, DEMERGED COMPANY AND THE
TRANSFEE COMPANY**

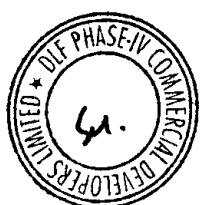
2.5 Details of Directors, Key Managerial Personnel (KMPs) and Promoters of the Transferor Company Nos. 1 to 3, the Demerged Company and the Transferee Company are given as under.

2.5.1 Details of the Directors & KMP of the Transferor Company No. 1 as on the date of this Scheme are:

S. No.	Name	Address	Designation
1.	Mr. Shiv Kumar Gupta	A-1/03, Rajasthali Apartment, Pitampura, Near Madhuban Chowk, Saraswati Vihar, West Delhi – 110 034.	Director
2.	Mr. Sumit Kumar Nag	38, Nilgiri Apartment, Alakhnanda, New Delhi – 110 019.	Director
3.	Mr. Umesh Chandra Agarwal	First Floor, RZ 1/49 A, Flat No.103, Khasra No.68/11/2, Gali No.1, Rajnagar Part-1, Palam, Delhi-110 045.	Director

2.5.2 Details of the Directors & KMP of the Transferor Company No. 2 as on the date of this Scheme are:

S.No.	Name	Address	Designation
1.	Mr. Atul Srivastava	C-202, Apex Green Valley, Sector-9, Vaishali, Sahibabad, Ghaziabad-201 001 (UP).	Director
2.	Mr. Ashok Nanda	A-255, Surya Nagar, Chander Nagar, Ghaziabad, Uttar Pradesh-201 011.	Director



3.	Mr. Arvind Singh	H.No.102/32, Silver Oaks Apartments, DLF City Phase-I, Tower-102, Gurugram – 122 001, Haryana.	Director
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2.5.3 Details of the Directors & KMP of the Transferor Company No. 3 as on the date of this Scheme are:

S.No.	Name	Address	Designation
1.	Mr. Atul Srivastava	C-202, Apex Green Valley, Sector-9, Vaishali, Sahibabad, Ghaziabad-201 001 (UP).	Director
2.	Mr. Ashok Nanda	A-255, Surya Nagar, Chander Nagar, Ghaziabad, Uttar Pradesh-201 011 (UP).	Director
3.	Arvind Singh	H.No.102/32, Silver Oaks Apartments, DLF City Phase-I, Tower-102, Gurugram – 122 001, Haryana.	Director

2.5.4 Details of the Directors & KMP of the Demerged Company as on the date of this Scheme are:

S.No.	Name	Address	Designation
1.	Mr. Arun Kumar Bhagat	H-041, Park Place, DLF Golf Links, DLF Phase-V, Gurugram – 122 009.	Director
2.	Mr. Aakash Ohri	710-A, Magnolias DLF 5, DLF Golf Links, DLF City, Gurugram – 122 009.	Director
3.	Mr. Devinder Singh	1220, The Magnolias, DLF - 5, Gurugram-122 009.	Director
4.	Ms. Neelu Goel	E-12/6, Phase-1, DLF City, Gurugram – 122 002.	Director
5.	Mr. Amit Kumar Gupta	Rajputana Dakkhin Tola, Maunath Bhajan, Mau, Uttar Pradesh – 275 101 (UP).	CFO
6.	Mr. Atul Aggarwal	Flat No. 606, B-2 Tower, SRS Residency, Sector 88, Kheri Kalan (113),	Company Secretary



		Faridabad, Haryana – 121 002.	
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2.5.5 Details of the Directors & KMP of the Transferee Company as on the date of this Scheme are:

S.No.	Name	Address	Designation
1.	Dr. K.P. Singh	14, Aurangzeb Road, New Delhi - 110 011	Chairman
2.	Mr. Rajiv Singh	16, Aurangzeb Road, New Delhi – 110 011	Vice Chairman
3.	Mr. Mohit Gujral	20, Gauri Apartments, 3&4, Rajesh Pilot Lane, New Delhi – 110 011.	CEO & Whole-time Director
4.	Mr. Rajeev Talwar	E-88, Greater Kailash – I, New Delhi – 110 048	CEO & Whole-time Director
5.	Mr. Ashok Kumar Tyagi	511B, The Magnolias, DLF Golf Links, DLF5, Gurugram – 122 009, Haryana.	Whole-time Director
6.	Mr. Devinder Singh	1220, The Magnolias, DLF Golf Links, DLF5, Gurugram – 122 009, Haryana	Whole-time Director
7.	Ms. Pia Singh	16A, Aurangzeb Road, New Delhi – 110 011	Non-Executive Director
8.	Mr. G.S. Talwar	19, Phillimore Place, Keningston, 999999 GB.	Non-Executive Director
9.	Mr. Brijinder Bhushan Deora	C-43, Inderpuri, New Delhi – 110 012	Independent Director
10.	Dr. D.V. Kapur	405, Aradhana Apartments , Sector 13, R.K. Puram, New Delhi – 110 066	Independent Director
11.	Mr. K.N. Memani	177-C, Western Avenue, Lane W-7, Sainik Farm, New Delhi – 110 062	Independent Director
12.	Mr. Pramod Bhasin	F-35, Radhemohan Drive, Fatehpur Beri, Fatehpur Road, Gadaipur, Delhi – 110 030.	Independent Director
13.	Mr. Rajiv Krishan Luthra	3/15, Shanti Niketan, New Delhi – 110 021.	Independent Director



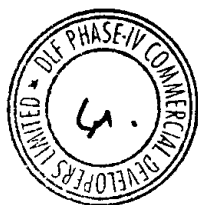
14.	Mr. Ved Kumar Jain	100, Babar Road, Opp. Hotel Lalit, New Delhi – 110 001	Independent Director
15.	Lt. Gen. Aditya Singh (Retired.)	House No. T-11/8, DLF City, Phase-III, Gurugram – 122 002, Haryana	Independent Director
16.	Mr. A.S. Minocha	623-B Magnolias, DLF Golf Links, DLF Phase- V, Gurugram – 122 009, Haryana	Independent Director
17.	Mr. Vivek Mehra	B-314, New Friends Colony, New Delhi – 110 025	Independent Director
18.	Mr. Saurabh Chawla	B-5/148, Safdarjung Enclave, New Delhi – 110 029	Chief Financial Officer
19.	Mr. Subhash Setia	KG-I/350, Vikas Puri, New Delhi – 110 018	Company Secretary

PROMOTERS

2.5.6 The Promoters of the Transferor Company Nos.1 to 3 and the Demerged Company is DLF Limited, the holding company and the Transferee Company herein, a public limited Company, the equity shares of which are listed on the NSE and BSE. The Registered Office of the Transferee Company is situated at 3rd Floor, Shopping Mall, Arjun Marg, Phase-1, DLF City, Gurugram– 122 002, Haryana.

2.5.7 The Promoters of the Transferee Company are Dr. K.P. Singh, Mr. Rajiv Singh and Rajdhani Investments & Agencies Private Limited. Upon the Scheme coming into effect, the Transferor Company Nos.1 to 3 shall stand merged / amalgamated with the Transferee Company. There shall be no change in the promoters of the Demerged Company/ DUL and the Transferee Company.

2.5.8 The Securities Exchange Board of India (SEBI) vide its Circular Nos. CFD/DIL3/CIR/ 2017/21 dated 10.03.2017 and CFD/DIL3/CIR/2018/2 dated 03.01.2018 has granted relaxation to the schemes of arrangement, which provides merger of wholly owned subsidiaries or a division of a wholly owned subsidiary with parent company. However, such schemes shall be filed with



the Stock Exchanges for disclosures and dissemination of such documents by the Stock Exchanges on their web-sites.

SECTION-C

TRANSFER AND VESTING OF TRANSFEROR COMPANY

NOS. 1, 2 AND 3 INTO THE TRANSFeree COMPANY

3.1 TRANSFER OF UNDERTAKING

With effect from the Appointed Date and upon the receipt of relevant approvals and subject to the provisions of this Scheme in relation to the mode of transfer and vesting:

3.1.1 The entire business and the whole of the undertaking(s) and all the moveable and immoveable properties belonging to the Transferor Company Nos. 1 to 3 (collectively referred to as “**Transferor Companies**”) as defined in Para 2.1 (h) of the Scheme shall be transferred to and vest in and/or deemed to be transferred and vested in the Transferee Company by virtue of the Scheme and all books of account, papers and documents and records relating thereto, all of which shall without further act or deed be transferred to or vested in the Transferee Company pursuant to the provisions of Sections 230-232 of the Act read with the relevant Rules with effect from Appointed Date so as to become the assets and properties of the Transferee Company but subject to all charges, if any, affecting the same.

3.1.2 Upon coming into effect of the Scheme and with effect from the Appointed Date and subject to the terms of the Scheme:

- a) The entire business and undertakings and all the immoveable and moveable properties, tangible and intangible assets including but not limited to trademarks, patents, designs, copyrights, investments, powers, authorities, allotments, approvals, consents, licenses, permissions, registrations, contracts together with all non-compete covenants, engagements, arrangements, rights, titles, interests, agreements, benefits, taxes, including but not limited to certificates, permits, licenses, quotas, approvals, incentives, sales tax deferrals, loans, subsidies, concessions, grants, claims, leases, refund of monies, tenancy rights, liberties, rehabilitation schemes, special status, leasehold rights, other benefits (including tax benefits), tax holiday benefits, tax incentives & exemptions (including but not limited to tax credits), Minimum Alternate Tax Credit entitlement (“MAT Credit”), tax losses (if available under law) prepaid taxes i.e. tax deducted at source (TDS), advance tax and self assessment tax, under Income-tax Act, 1961, easements, privileges, liberties or privileges enjoyed by or conferred upon or held



or availed of by and all rights and benefits that have accrued to the Transferor Company Nos.1 to 3 shall, under the provisions of the Act and pursuant to the Order of the Hon'ble NCLT, without any further act, instrument or deed, but subject to the charges/ hypothecation/ mortgage affecting the same as on the Scheme coming into effect, be and stand transferred to and vested in and be available to the Transferee Company so as to become as and from the Appointed Date the estates, assets, rights, title, interests and authorities of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions to the extent permissible under law without any further act, instrument or deed and be stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company as a going concern, to the end and intent that such security, mortgage and charge shall not at any time extend or be deemed to extend to other assets of any of the other units or divisions of the Transferee Company unless otherwise expressly provided. Further provided that the Scheme shall not operate to adversely affect the rights, interests and security created for any such loans, deposits and / or facilities in any manner.

- b) All the said liabilities (including contingent liabilities, if any) shall, without any further act, instruments or deed shall stand transferred to the Transferee Company pursuant to the applicable provisions of the said Act, so as to become the debts, liabilities, duties and obligations of the Transferee Company. All the profits or income accruing or arising to the Transferor Companies or expenditure or losses arising or incurred (including the effect of taxes, if any, thereon) by the Transferor Companies shall, for all purposes, be treated and be deemed to be and accrue as the profits or incomes of expenditure or losses or taxes of the Transferee Company, as the case may be. It is clarified for the purpose of brevity that all assets and receivables, whether contingent or otherwise, of the Transferor Company Nos.1 to 3 as on start of business on the Appointed Date, whether provided for or not, in the books of account and all other assets or receivables which may accrue or arise on or after the Appointed Date shall be the assets and receivables or otherwise, as the case may be of the Transferee Company.
- c) The Transferee Company undertakes to continue to honor the current trade arrangements, trade practices and the contractual obligations that the Transferor Company Nos. 1 to 3 have entered and which exist as on the date of the sanction of the Scheme by the Hon'ble NCLT.
- d) Subject to forgoing clauses of this Scheme as stated above, in respect of such of the assets of the Transferor Company Nos. 1 to 3, including cash and bank balances, as are movable in nature or are otherwise capable of transfer by manual delivery or by paying over or by

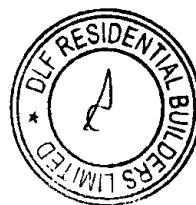


endorsement and/or delivery, the same shall be so transferred by the Transferor Company Nos.1 to 3 with effect from the Appointed Date, after the Scheme is sanctioned by the Hon'ble NCLT without requiring any deed or instruments of conveyance for the same and shall, upon such transfer, become the property, estate, assets, rights, title, interest and authorities of the Transferee Company.

- e) All existing and future incentives, un-availed credits and exemptions, benefit of carried forward losses (if available under law) and other statutory benefits, including in respect of income tax (including Minimum Alternate Tax), prepaid taxes i.e. tax deducted at source (TDS), advance tax and self-assessment tax, excise (including MODVAT / CENVAT), customs, VAT, sales tax, service tax, goods and services tax, etc. to which Transferor Company Nos. 1 to 3 are entitled to shall be available to and vest in the Transferee Company. All taxes, duties, cess payable by the Transferor Company Nos. 1 to 3 including all or any refunds / credit / claims pertaining to the period prior to the Appointed date shall be treated as the liability or refunds/credit/claims of the Transferee Company.

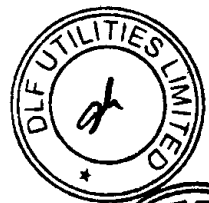
- 3.1.3 The Transfer/vesting as aforesaid shall be subject to the existing charges/ hypothecation/ mortgage, if any, as may be subsisting over or in respect of the said assets or any part thereof. Provided however any reference in any security document or arrangement to which the Transferor Company Nos. 1 to 3 are party, to the assets of the Transferor Company Nos. 1 to 3 offered or agreed to be offered as security for any financial assistance, or obligations, to the secured creditors, if any, of the Transferor Company Nos. 1 to 3 shall be construed as references only to the assets pertaining to the business of the Transferor Companies as are vested in the Transferee Company by virtue of the aforesaid clause to the end and intent that such security, mortgage and charge shall not at any time extend or be deemed to extend to any of the assets or to any of the other units or divisions of the Transferee Company unless otherwise expressly provided.

Provided that on such transfer/vesting of the property, if any, of the Transferor Company Nos. 1 to 3 to the Transferee Company, it is expressly provided that any reference in any security document or arrangement to which the Transferee Company is a party, to the assets of the Transferee Company, offered or agreed to be offered as security for any financial assistance or guarantee whether for its own benefit or for the benefit of any other person, to the secured or other creditors, if any, of the Transferor Company Nos. 1 to 3, or the secured or unsecured creditors of any other party to which the Transferee Company offers its assets as security, shall be construed as reference only to the assets pertaining to the undertaking of the Transferee



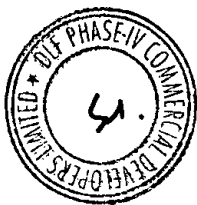
Company to the end and intent that such security, mortgage and charge shall not at any time extend or be deemed to extend to the assets of the Transferor Company Nos. 1 to 3 as are vested in the Transferee Company by virtue of this Scheme.

- 3.1.4 Subject to foregoing Clauses of this Scheme, all estates, assets, rights, title, control, enjoyment, benefits, interests and authorization accrued to and/or acquired by the Transferor Company Nos. 1 to 3 in relation to or in connection with the Business after the Appointed Date and prior to the approval of the Scheme by the Hon'ble NCLT shall have been deemed to have been accrued to and / or acquired for and on behalf of the Transferee Company and shall, upon the coming into effect of this Scheme, pursuant to the provisions of the Act, without any further act, instrument or deed be and stand transferred to or vested in or be deemed to have been transferred to or vested in the Transferee Company to the extent and shall become the estates, assets, rights, title, interests and authorization of the Transferee Company which shall meet, discharge and satisfy the same.
- 3.1.5 Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Company Nos. 1 to 3 and the Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of account and records of the Transferee Company. It is hereby clarified that there will be no accrual of interest or other charges in respect of any inter-company loans, advances and other obligations with effect from the Appointed Date.
- 3.1.6 The transfer and vesting of the Business of the Transferor Company Nos. 1 to 3 under above mentioned Clause(s) and the continuance of the proceedings by the Transferee Company shall not affect any transactions or proceedings, already concluded by the Transferor Company Nos. 1 to 3 in the ordinary course of business on and after the Appointed Date.
- 3.1.7 In respect of such of the said assets other than those referred to in sub-Para 3.1.3 above, the same shall without any further act, instrument or deed, be transferred to and vest in and / or be deemed to be transferred and vested in the Transferee Company on the Appointed Date pursuant to the provisions of the Section 230-232 of the Act.
- 3.1.8 Upon sanction of the Scheme, the Transferee Company may at any time in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds of confirmation, in

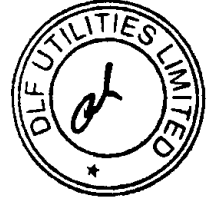
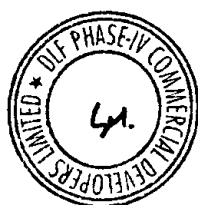


favour of the secured creditors, if any, of the Transferor Company Nos. 1 to 3 or in favour of any other party to any contract or arrangement to which the Transferor Companies are party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of the Scheme be deemed to be authorized to execute any such writings on behalf of the Transferor Company Nos. 1 to 3 and to implement or carry out all such formalities or compliance referred to above on the part of the Transferor Company Nos. 1 to 3 as is to be carried out or performed.

- 3.1.9 Subject to the provisions of this Scheme, all the loans raised and utilized, all debts, duties, undertakings, obligations, and liabilities incurred or undertaken by the Transferor Companies in relation to or in connection with the respective businesses after the Appointed Date and prior to the approval of the Scheme by the Hon'ble NCLT shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Scheme coming into effect shall stand transferred or be deemed to be transferred, without any further act, instrument or deed to the Transferee Company so as to become as and from the Appointed Date, the debts, liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.
- 3.1.10 All the profits or income accruing or arising to the Transferor Companies or expenditure or losses arising or incurred (including the effect of taxes, if any, thereon) by the Transferor Companies from the Appointed Date shall be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses or taxes of the Transferee Company, as the case may be and will be available to the Transferee Company for being dealt with / disposed of in any manner as it thinks fit including declaration of dividend, issue of bonus shares by the Transferee Company.
- 3.1.11 It is clarified that all assets and receivables, whether contingent or otherwise, of the Transferor Company Nos. 1 to 3 as on the start of business on the Appointed Date, whether provided for or not, in the books of account and all other assets or receivables which may accrue or arise on or after the Appointed Date shall be the assets and liabilities or otherwise, as the case may be of the Transferee Company and further that it shall not be necessary to obtain the consent of any third party or other person who is party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this clause.



- 3.1.12 In case any of the liabilities and obligations pertaining to the Transferor Company Nos. 1 to 3 as on the Appointed Date deemed to be transferred to the Transferee Company have been discharged by the Transferor Company Nos. 1 to 3 after the Appointed Date and prior to the sanction of the Scheme by the Hon'ble NCLT, such discharge shall be deemed to have been for and on account of the Transferee Company.
- 3.1.13 In case of any differences in accounting policy between the Transferor Companies and the Transferee Company, the accounting policies followed by the Transferee Company will prevail and the difference till the Appointed Date will be quantified and adjusted in the balance sheet of the Transferee Company in accordance with the Accounting Standards prescribed or any other applicable provisions of the Act, to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.
- 3.1.14 It is hereby clarified that, all transactions during the period between the Appointed Date and approval relating to the Merged Undertaking / Transferor Companies would be duly reflected in the financial statements of Transferee Company, upon the coming into effect of this Scheme.
- 3.1.15 The Board of Transferee Company is authorized to account for any of the balances in any manner whatsoever, as may be deemed fit in accordance with accounting principal generally accepted in India, including Indian Accounting Standards (Ind AS) specified under Section 133 of the Companies Act, 2013 read with The Companies (Accounting Standards) Amendment Rules, 2016 and If considered appropriate for complying with Accounting Standards, the Transferee Company may make suitable adjustments to the accounting treatment & adjust the effect there of in the manner determined by the Board of Directors of the Transferee Company.
- 3.2 That the present Scheme, in no way, is a Scheme of compromise or arrangement with the creditors as all the creditors will be paid in full as and when their respective amounts fall due in the usual course and therefore, the Scheme is not affecting the rights of the creditors because the aggregate assets of the Transferor Company Nos. 1 to 3 , the Demerged Company and the Transferee Company are sufficient to meet the liabilities of all the creditors of the Transferor Companies, the Demerged Company and the Transferee Company in full.
- 3.3 The present Scheme is not a Scheme of Corporate Debt Restructuring as envisaged under Section 230(2)(c) of the Act.



3.4 From the Appointed Date and up to the date of the approval/sanction of the Scheme by the Hon'ble NCLT:

3.4.1 The Transferor Companies shall carry on and be deemed to have carried on all its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of its business and undertakings for and on account of and in trust for the Transferee Company.

3.4.2 Any income or profit accruing or arising to the Transferor Companies and all costs, charges, expenses and losses or taxes (including deferred tax balances, if any) incurred by the Transferor Companies shall for all purposes be treated as the income, profits, costs, charges, expenses and losses or taxes (including deferred tax balances, if any), as the case may be, of the Transferee Company and shall be available to the Transferee Company for being disposed of in any manner as it thinks fit.

3.5 The Transferor Companies shall carry on its activities with reasonable diligence, prudence and shall not venture into/expand any new business, alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business without the prior consent of the Transferee Company.

3.6 The Transferor companies undertake to carry on and shall be deemed to carry on the business activities and stand possessed properties and assets in and on account of trust for the Transferee Company.

**TREATMENT OF CAPITAL STRUCTURE OF TRANSFEROR
COMPANY NOS. 1 TO 3 AND THE TRANSFEE COMPANY**

COMBINATION OF AUTHORIZED SHARE CAPITAL

4.1 Upon the Scheme coming into effect and with effect from the Appointed Date, the Authorized Share Capital of the Transferee Company shall automatically stand increased by merging the Authorized Share Capital of the Transferor Company Nos. 1 to 3 with the Transferee Company without any further act or deed on the part of the Transferee Company. Though the companies involved in the Scheme have already paid requisite fee for the Authorized capital existing in the Company, however, the Transferee Company would pay requisite fee and stamp duty, if any,



required to be paid on the increase of authorized capital post sanction of the Scheme in accordance with law.

- 4.2 It is hereby clarified that upon the Scheme coming into effect, the provisions of Sections 4, 5, 13, 14 61, 62 and other applicable provisions, if any, of the Act read with Rules made thereunder or any other applicable provision of Companies Act, 1956 in relation to increase in Authorized Share Capital of the Transferee Company shall be deemed to have been complied with and the Transferee Company is not required to do any further acts, deeds or things in this regard.
- 4.3 The Transferee Company shall make suitable alterations/amendments to the Memorandum & Articles of Association, if so required and necessary, for proper implementation of Scheme in compliance to the applicable provisions of the Act.

Paid-up Capital

- 4.4 Upon the Scheme become effective and with effect from the Appointed Date, the entire issued, subscribed and paid-up share capital in the Transferor Company Nos. 1 to 3 to the extent directly/indirectly held by the Transferee Company and/or its nominees and DLF Home Developers Limited, a wholly owned subsidiary of the Transferee Company, which is not part of the Scheme, shall be extinguished and shall stand cancelled and no shares shall be issued by the Transferee Company or any other consideration be paid in respect of such cancelled shares in accordance with law to any shareholder of the Transferor Company Nos. 1 to 3. All the shares, securities, debentures, units of mutual funds, investments, etc. whether listed or unlisted, in demat or physical form, held by and appearing in the books of the Transferor Companies will be recorded as Investments by the Transferee Company.
- 4.5 The present issued, subscribed and paid up capital of the Transferor Company Nos.2 and 3 are held by the Transferee Company along with DLF Home Developers Limited (DHDL) a wholly-owned indirect subsidiary company of the Transferee Company. In terms of the applicable provisions of the Companies Act, 2013, the Transferee Company cannot issue shares to the shareholders of the Transferor Company no. 2 and 3, being wholly owned indirect subsidiaries of the Transferee Company nor to DHDL being a wholly-owned indirect subsidiary. Hence, the transferee Company shall not issue any share(s) to the shareholders of the Transferor Companies.



SECTION D
ACCOUNTING TREATMENT FOR PART-C OF THE SCHEME

5. ACCOUNTING TREATMENT

Upon the Scheme coming into effect and pursuant to the provisions of the Act and receipt of relevant approvals:

- 5.1 The Transferee Company shall account for the amalgamation / merger in accordance with the pooling of interest method as laid down by Appendix C of Ind AS 103 (Business Combination of Entities under common control) notified under the provisions of the Act read with relevant Rules framed thereunder and other applicable accounting standards prescribed under the Act.
- 5.2 The Transferee Company shall record the assets and liabilities of the Transferor Company Nos. 1, 2 and 3 respectively vested in it pursuant to this Scheme, at their respective book values as appearing in the books of the Transferor Company Nos. 1, 2 and 3.
- 5.3 The financial information in the financial statements of the Transferee Company in respect of prior periods should be restated as if the business combination had occurred from the beginning of the preceding period in the financial statements, irrespective of the actual date of the combination.
- 5.4 The identity of all reserves of the Transferor Company Nos. 1, 2 and 3 shall be preserved and they shall appear in the financial statements of the Transferee Company in the same form and manner in which they appeared in the financial statements of the respective Transferor Companies, prior to this Scheme coming into effect.
- 5.5 The difference between the value of assets, liabilities and reserves of the business as taken over by the Transferee Company of the Transferor Company Nos.1, 2 and 3 respectively, the value of investments in Transferor Company Nos.1,2 and 3 cancelled by the Transferee Company shall be transferred to Capital Reserve and would be presented separately from the other capital reserves with disclosure of its nature and purpose in the notes.



- 5.6 The Transferee Company shall adjust the balance of the Statement of Profit & Loss of the Transferor Company Nos. 1, 2 and 3 against its Statement of Profit & Loss.
- 5.7 The Inter-company balances against outstanding loans between the Transferor Company Nos. 1, 2 and 3 respectively and the Transferee Company, if any, shall stand cancelled.

SECTION-E

6. DEMERGER AND TRANSFER/VESTING OF DEMERGED UNDERTAKING OF THE DEMERGED COMPANY INTO TRANSFEE COMPANY

TRANSFER OF DEMERGED UNDERTAKING

- 6.1 With effect from the Appointed Date and upon receipt of relevant approvals and subject to the provisions of this Scheme in relation to the mode of transfer and vesting:
- i) The entire business of the Demerged Undertaking shall without any further act, deed, instrument, matter or thing stand demerged and vested in the Transferee Company on a going concern basis at book value (i.e. values as stated in the books of account of the Demerged Company immediately before the Appointed Date) pursuant to the provisions of Sections 230-232 of the Act together with all estate, assets, debts, outstanding, credits, liabilities, rights, claims, title, interest and authorities including accretions and appurtenances so as to become the property of the Transferee Company free from any encumbrance subject to the clauses herein below.
 - ii) Without prejudice to the generality of Clause above, it is expressly provided that in respect of such of the assets of the Demerged Undertaking, including cash and bank balances, as are movable in nature or are otherwise capable of transfer by physical delivery, by paying over or by endorsement and delivery, the same shall be so transferred by the Demerged Company to the Transferee Company, with effect from the Appointed Date, after the Scheme is sanctioned by the Hon'ble NCLT without requiring any deed or instrument of conveyance for the same and shall become the property of the Transferee Company in pursuance of the provisions of the Act as an integral part of the business of the Transferee Company with effect from the Appointed Date.



- iii) All the licenses, essentiality certificates, permits, consents, quotas, approvals, permissions, incentives, sales tax deferrals, loans, subsidies, concessions, grants, rights, claims, leases, refund of monies, tenancy rights, liberties, rehabilitation schemes, special status and other benefits or privileges enjoyed by or conferred upon or held or availed of by and all rights and benefits that have accrued or which may accrue to the Demerged Company relating to the Demerged Undertaking shall, pursuant to the provisions of Sections 230-232 of the Act, 2013 and Rules made thereunder without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been transferred to and vested in and be available to the Transferee Company so as to become as and from the Appointed Date the licenses, essentiality certificates, permits, consents, quotas, approvals, permissions, incentives, sales tax deferrals, loans, subsidies, concessions, grants, rights, claims, leases, refund of monies, tenancy rights, liberties, rehabilitation schemes, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions to the extent permissible under applicable law.
- iv) All assets, estate, rights, titles, interests, licenses and authorities (including for the operation of bank accounts) acquired by or permits, quotas, consents, approvals, permissions, incentives, sales tax deferrals, loans or benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, rehabilitation schemes and other assets, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by and/ or all rights and benefits that have accrued or which may accrue to the Demerged Company relating to the Demerged Undertaking on or after the Appointed Date and prior to the implementation of the Scheme in connection with or in relation to the operation of the Demerged Company relating to the Demerged Undertaking shall, upon the coming into effect of this Scheme, pursuant to the provisions of Sections 230-232 of the Act, without any further act, instrument or deed, be and stand transferred to and vested or deemed to have been transferred to and vested in the Transferee Company.

All moveable assets like motor vehicles of any nature whatsoever comprised in or relatable to the undertakings of the Demerged Company shall vest in the Transferee Company and the appropriate government and registration authorities shall mutate and register the said vehicles in the name of the Transferee Company as if the said assets / vehicles had originally been registered in the name of the Transferee company and any fee payable for such vesting / registering shall be paid by the Transferee Company.



6.2 Upon coming into effect of this Scheme and with effect from the Appointed Date:

- i) All debts, liabilities, duties and obligations of any kind, nature or description, secured or unsecured, whether provided for or not, whether disclosed or undisclosed in the books of account of Demerged Company as on the Appointed Date and relating to the Demerged Undertaking, pursuant to the provisions of Sections 230-232 of the Act, without any further act, instrument or deed, be and shall stand transferred to and vested in the Transferee Company, so as to become the debt, liabilities, duties and obligations of the Transferee Company. Further, it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause. Notwithstanding anything contained in this Scheme, if there are any common liabilities or loans raised and where the funds have been used for both the Undertakings, the same shall be allocated between the divisions / businesses in terms of Section 2(19AA) of the Income-tax Act, 1961.
- ii) It is clarified that in so far as the assets of Demerged Undertaking of the Demerged Company are concerned, the security or charge over such assets or any part thereof, relating to any loans, debentures or borrowings of the Demerged Undertaking of the Demerged Company shall, without any further act or deed continue to relate to such assets or any part thereof after the sanction of the Scheme and shall not relate to or be available as security or charge in relation to any or any part of the assets of the Transferee Company, save to the extent warranted by the terms of the existing security arrangements, if any.
- iii) It is further clarified that, upon coming into effect of the Scheme and in cases other than those referred to in Clause 6.2(ii) above, proportionate part of the general or multipurpose borrowings and liabilities raised for financing the working capital of the Demerged Company shall, without any further act or deed, be and shall stand transferred to the Transferee Company in the same proportion in which the value of the assets transferred under this Scheme bears to the total value of the current assets of the Demerged Company immediately before the demerger of the Demerged Undertaking. The Charge on the assets of the Demerged Company shall be transferred to the assets of the Transferee Company in proportion to the assets transferred to the Transferee Company.
- iv) In case any of the liabilities and obligations pertaining to Demerged Undertaking of the Demerged Company as on the Appointed Date deemed to be transferred to the Transferee



Company have been discharged by the Demerged Company after the Appointed Date and prior to the sanction of the Scheme, such discharge shall be deemed to have been for and on account of the Transferee Company.

- v) All loans raised and used, all debts, duties, undertakings, liabilities and obligations incurred or undertaken by the Demerged Company in relation to or in connection with the operation of the Demerged Undertaking after the Appointed Date and prior to the sanction of the Scheme shall also be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and, to the extent they are outstanding on the Date of sanction of the Scheme, shall, upon coming into effect of the Scheme, pursuant to the provisions of Sections 230-232 of the Act, without any further act, instrument or deed be and stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company and shall become the debt, duties, undertakings, liabilities and obligations of the Transferee Company which shall meet, discharge and satisfy the same.
- vi) Subject to the necessary consents being obtained in accordance with the terms of this Scheme, the provisions of this Clause shall operate notwithstanding anything to the contrary contained in any deed or writing or the terms of sanction or issue or any security document, all of which instruments shall stand modified and/or superseded by the foregoing provisions.
- vii) Even after the sanction of the Scheme, the Transferee Company shall be entitled to realise all money and complete and enforce all pending contracts and transactions in respect of the Demerged Undertaking in the name of the Demerged Company and so far as may be necessary.
- viii) The Transferor companies undertake to carry on and shall be deemed to carry on the business activities and stand possessed properties and assets in and on account of interest for the Transferee Company.
- ix) Upon the Scheme becoming effective, the Transferee Company shall account for the demerger in accordance with Appendix C of Ind AS 103 (Business Combination of Entities under common control) notified under the provisions the Act and other applicable accounting standards prescribed under the Act.



- x) If considered appropriate for complying with Ind AS, the Transferee Company may make suitable adjustments to the accounting treatment & adjust the effect there of in the manner determined by the Board of Directors of the Transferee Company.
- xi) The Board of Transferee Company is authorized to account for any of the balances in any manner whatsoever, as may be deemed fit in accordance with accounting principal generally accepted in India, including Indian Accounting Standards (Ind AS) specified under Section 133 of the Companies Act, 2013 read with the Companies (Accounting Standards) Amendment Rules, 2016.

6.3 With effect from the Appointed Date and until the sanction of the Scheme:

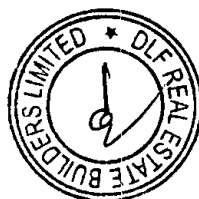
- i) The Demerged Company shall carry on and shall be deemed to have carried on all business and activities relating to the Demerged Undertaking of the Demerged Company for and on behalf of the Transferee Company. The Demerged Company shall carry on all such business and activities relating to the Demerged Undertaking of Demerged Company with due care and diligence. The business shall be carried out by the Transferee Company with prudence and in a manner as was being operated by the Demerged Company.
- ii) All dividends, profits or incomes accruing or arising to the Demerged Company and all taxes, thereon (including but not limited to the effect of advance tax, tax deducted at source and self-assessment tax, etc.), any expenditure incurred by or losses arising to the Demerged Company relating to the Demerged Undertaking shall, for all purposes be treated and be deemed to be and accrue as the dividends, profits or incomes, taxes, thereon (including but not limited to the effect of advance tax, tax deducted at source, etc.), expenditure or losses as the case may be, of the Transferee Company.
- iii) Any of the rights, powers, authorities, privileges related or pertaining to the Demerged Undertaking exercised by the Demerged Company shall be deemed to have been exercised by the Demerged Company for and on behalf of, and in trust for and as an agent of the Transferee Company.

6.4 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts including customer contracts, agreements, deeds, bonds, tenders, bid documents, expression of interest, memorandum of understanding, schemes, arrangements, and other



instruments including those relating to tenancies, lease, licenses, trademarks, patents, designs, copy-rights or other intellectual property rights, other assurances privileges, powers, facilities of every kind and description and of whatsoever nature in relation to the Demerged Undertaking to which the Demerged Company is a party or the benefit of which the Demerged Company may be eligible, and which are subsisting or have effect immediately before the sanction of the Scheme shall continue in full force and effect against or in favor of, as the case may be, the Transferee Company and may be enforced as fully and effectually as if, instead of the Demerged Company, the Transferee Company had been a party or beneficiary thereto or there under.

- 6.5 Pursuant to the demerger of Demerged Undertaking, in case for the purpose of entering into any contract, tenders, bid documents, expression of interest, memorandum of understanding, agreements or any other such instruments, the Transferee Company is required to demonstrate experience, track record and credentials of the Demerged Undertaking, then the experience, track record and credentials gained by the Demerged Company in relation to Demerged Undertaking in the past prior to demerger would be considered to be equivalent as the experience, track record and credentials of the Transferee Company.
- 6.6 The transfer of the said assets and liabilities of the Demerged Company to the Transferee Company relating to the Demerged Undertaking 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 Demerged Company on or after the Appointed Date to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done, executed for and on behalf of the Demerged Company as acts, deeds and things done, executed for and on behalf of the Transferee Company.
- 6.7 Without prejudice to the other provisions of this Scheme and the fact that the vesting of the Demerged Undertaking occurs by virtue of this Scheme itself, the Transferee Company may, at any time after coming into effect of this Scheme, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmation or other writings or tripartite arrangement with any party to any contract or arrangement to which the Demerged Company is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme or as are required to remove any difficulties and carry out any formalities or compliance for the implementation of this Scheme. The Demerged Company will, if necessary, also be a party to the above.



- 6.8 With effect from the Appointed Date, all taxes, duties, cess payable by Demerged Company relating to the Demerged Undertaking and all or any benefits / refunds/ credits/ claims relating thereto under Income Tax, Excise (including MODVAT / CENVAT), Sales Tax (including deferment of Sales Tax), MAT Credits, prepaid taxes i.e. TDS, self-assessment tax, tax losses (if available under law), advance tax payments, Value Added Tax and Service Tax, etc. shall be treated as the liability or benefit / refund/ credit/ claims, as the case may be, of the Transferee Company. The Transferee Company shall be entitled to file / revise its tax returns, TDS Certificates, TDS returns and other statutory returns, if required, and shall have the right to claim benefit / refund / credits and/ or set off all amounts paid by the Demerged Company in relation to the Demerged Undertaking under the relevant income tax, sales tax, GST, service tax or any other tax laws. The right to make such revisions in the tax returns and to claim refunds / credits is expressly reserved in favor of the Demerged Company and the Transferee Company.

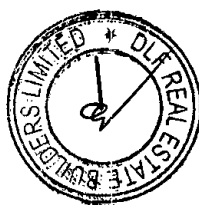
Without prejudice to generality of the aforesaid, any concessional / statutory forms under the respective Central / State sales / work contract tax / lease tax laws issued / received by the Demerged Company in respect of the Demerged Undertaking, for the period commencing from Appointed Date shall be deemed to be issued / received in the name of the Transferee Company and benefit of such forms, shall be allowable to the Transferee Company in the same manner and to the same extent as would have been available in respect of the Demerged Undertaking in the name of the Demerged Company.

LEGAL PROCEEDINGS

- 6.9 Upon the coming into effect of this Scheme, all legal proceedings of whatever nature by or against the Demerged Company relating to Demerged Undertaking, if pending, on the sanction of the Scheme, shall not abate, be discontinued or be in any way prejudicially affected by reason of the vesting of the Demerged Undertaking of the Demerged Company in the Transferee Company 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 Demerged Company, as if this Scheme had not been made.
- 6.10 The Transferee Company shall take steps to have all legal proceedings initiated by or against the Demerged Company referred to in Clause 6.9 above transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company to the exclusion of the Demerged Company. The Demerged Company too shall file the requisite application, if so requested by the Transferee Company.



- 6.11 Notwithstanding the above, in case the proceedings referred to in Clause 6.9 cannot be transferred for any reason, the Demerged Company (with retained undertaking) shall defend the same in accordance with the advice of the Transferee Company and at the cost of the Transferee Company, and the Transferee Company shall reimburse, indemnify and hold harmless the Demerged Company against all liabilities and obligations incurred by the Demerged Company in respect thereof.
- 6.12 Transfer and vesting of the assets, liabilities and obligations of the Demerged Undertaking as per this Scheme and continuances of the proceedings by or against the Transferee Company shall not in any manner affect any transaction or proceedings already completed by the Demerged Company (in respect of the Demerged Undertaking) on or before the Appointed Date up to the date of sanction of the Scheme and the Transferee Company accepts all such acts, deeds and things done and executed by and/or on behalf of the Demerged Company as acts, deeds and things done and executed by and on behalf of the Transferee Company.
- 6.13 The Transferee Company unconditionally and irrevocably agrees and undertakes to pay, discharge and satisfy all the liabilities and obligations of the Demerged Company relating to the Demerged Undertaking with effect from the Appointed Date, in order to give effect to the foregoing provisions.
- 6.14 The Scheme, in no way, is a Scheme of Compromise or Arrangement with the creditors as all the creditors of the companies involved in the Scheme will be paid in full as and when their respective amounts fall due in the usual course and therefore, the Scheme will never be affecting the rights of the creditors in any manner, because the aggregate of assets of the Transferor Company Nos.1 to 3 along with Demerged Company (pertaining to Demerged Undertaking) and the Transferee Company will be sufficient to meet the liabilities of all the creditors of the companies involved in the Scheme in full.
- 6.15 The Demerged Company as on the date do not have any Non-promoter members, (except nominee shareholders), Debenture holders, Deposit Trustee and Debenture Trustee.
- 6.16 Upon the Scheme becoming effective and, on the Demerger, transfer and vesting of the Demerged Undertaking into the Transferee Company, the existing charges, if any, on the assets of the Demerged Undertaking shall continue in favour of the bankers and financial institutions, if any, as may be modified, readjusted, apportioned and re-allocated by them between the Demerged



Company and the Transferee Company. The Demerged Company shall provide all assistance in getting the charges of the Demerged Undertaking vacated. The bankers / financial institutions shall have a charge only on the assets of the respective Undertaking financed by them and release the charge, if any, on the assets of the Undertaking not financed by them. Provided further that the Scheme shall not operate to enlarge the security for any loan, deposit or facility created or available to the Demerged Company which shall vest in the Transferee Company by virtue of Demerger and the Transferee Company shall not be obliged to create any further or additional security therefor after Demerger has become effective or otherwise.

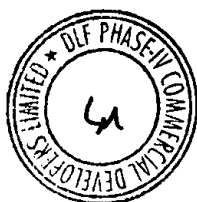
- 6.17 Since, each of the permissions, approvals, consents, sanctions, remissions, special reservations, incentives, concessions and other authorisations in respect of the Demerged Undertaking in the name of the Demerged Company shall stand transferred by the order of the Hon'ble NCLT to the Transferee Company. The Transferee Company shall file the relevant intimations, for the record of the statutory authorities who shall take them on record, pursuant to the vesting orders of the sanctioning authorities.
- 6.18 Save and except as expressly provided in this Scheme, nothing contained in this Scheme for demerger of Demerged undertaking of the Demerged Company into the Transferee Company shall affect the rest of the assets, liabilities and business of the Demerged Company (Retained Undertaking) which shall continue to belong to and be vested in and be managed by the Demerged Company.

SECTION-F

7. ACCOUNTING TREATMENT & OTHER RELATED MATTERS FOR SECTION-E OF THE SCHEME

Upon the Scheme coming into effect and pursuant to the provisions of the Act and receipt of relevant approvals:

- 7.1 In the books of Demerged Company, the book values of the assets and the liabilities of the Demerged Undertaking of the Demerged Company being transferred to the Transferee Company shall be reduced in the books of the Demerged Company and correspondingly, the balance of retained earnings in the books of Demerged Company shall be reduced.
- 7.2 In the books of the Transferee Company, upon coming into effect of this Scheme, the Transferee Company shall give effect to the following accounting treatment:



- i) The Transferee Company shall, record the assets and liabilities in books of accounts of Demerged Undertaking vested in it pursuant to this Scheme, at the respective book values thereof as appearing in the books of the Demerged Company.
 - ii) The difference between the value of assets, liabilities and reserves of the business as taken over by the Transferee Company of the Demerged Company and the value of investments in Demerged Company, to the extent cancelled by the Transferee Company, shall be transferred to Capital Reserve and would be presented separately from the other capital reserves with disclosure of its nature and purpose in the notes.
- 7.3 In case of any differences in accounting policy between the Demerged Company and the Transferee Company, the impact of such differences shall be quantified and adjusted with the reserves of Transferee Company to ensure that the true financial statements of the Transferee Company are on the basis of consistent accounting policy in accordance with the Indian Accounting Standards as prescribed under the applicable provisions of the Act and applicable generally accepted accounting principles.
- 7.4 The financial information in the financial statements of Transferee Company in respect of prior periods should be restated as if the business combination had occurred from the beginning of the preceding period in the financial statements, irrespective of the actual date of the combination.
- 7.5 Inter-company balances between the demerged undertaking of the Demerged Company and the Transferee Company, if any, shall stand cancelled.
- 7.6 Both Demerged Company and the Transferee Company will comply with all other requirements, in respect of disclosure and presentation, in accordance with the Indian Accounting Standards as prescribed under the applicable provisions of the Act and applicable generally accepted accounting principles.

PAID-UP CAPITAL

- 8.1 Upon the Scheme become effective and with effect from the appointed date, since, the entire paid-up share capital of Rs.107,07,46,410/- of the Demerged Company is held by the Transferee Company and / or its nominees, no new shares shall be issued by the Transferee Company in lieu



of the transfer of demerged undertaking, to the shareholders of the demerged company as the Transferee Company itself is the shareholder of the demerged company.

- 8.2 Upon the Scheme becoming effective as an integral part of the Scheme, the paid-up equity share capital of the Demerged Company shall stand reduced to Rs.10,88,24,000/- (Rupees Ten Crores Eighty Eight Lacs Twenty Four Thousand only) divided into 1,08,82,400 Equity Shares of Rs. 10/- each fully paid-up pertaining to the Retained Undertaking of the Demerged Company. The face value of equity share capital extinguished shall be adjusted against retained earnings of the Demerged Company.
- 8.3 Consequent to clause 8.2 hereinabove, the investments held by the transferee company in the demerged company shall get extinguished in the proportion of capital reduced by the demerged company and therefore, the acquisition of Demerged Undertaking by the Transferee Company would not result in any monetary gain to the Transferee Company.
- 8.4 Consequently, the proportionate Equity Share Capital worth Rs.96,19,22,410/- (Rupees Ninety Six Crores Nineteen Lacs Twenty Two Thousand Four Hundred Ten only) divided into 9,61,92,241 Equity Shares of Rs.10/- each fully paid-up) pertaining to the Demerged Undertaking (Real Estate) of the Demerged Company shall stand reduced from the total issued, subscribed and paid up capital of the Demerged Company and the balance amount of issued, subscribed and paid-up equity share capital i.e. 10,88,24,000/- (Rupees Ten Crores Eighty Eight Lacs Twenty Four Thousand only) divided into 1,08,82,400 Equity Shares of Rs.10/- each fully paid-up shall continue to remain with DLF Utilities Limited/the Demerged Company (Facility Management Undertaking - the Retained Undertaking) held by same shareholders who are holding shares in DLF Utilities Limited on the Record Date, as may be determined by the Board.
- 8.5 The reduction in the paid - up share capital of the Demerged Company as stated in Clause 8.2 and Clause 8.4 above, shall be affected as an integral part of the Scheme. The reduction of share capital under the Scheme shall not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital, and the provisions of Section 66 of the Act shall not be applicable.
- 8.6 Notwithstanding, the reduction of capital of the Demerged Company under the provisions of this Scheme, the Demerged Company / DUL shall not be required to add "And Reduced" as suffix to its name.



- 8.7 The share certificates pertaining to share capital extinguished and reduced under the provisions of this Scheme of the Demerged Company shall stand cancelled and will become invalid and shall cease to be transferable. Post sanction of Scheme of Arrangement, the Retained Undertaking/DUL/ Demerged Company shall issue fresh shares, in demat / physical form, comprising balance equity capital of Rs. 10,88,24,000/- (Rupees Ten Crores Eighty-Eight Lacs Twenty-Four Thousand only) divided into 1,08,82,400 Equity Shares of Rs. 10/- each fully paid-up to the existing shareholders of DUL, as on the record date, to be determined by the Board of Directors of DUL in the same proportion as they are existing on the Appointed Date. The Demerged Company shall continue to exist and carry its business on a going concern basis with residual retained business containing Facility Management Undertaking under the name and style of 'DLF Utilities Limited' and shall continue to be wholly owned subsidiary of DLF Limited, the Transferee Company herein and there will not be change in management and ownership control of DUL (retained undertaking).

AUTHORISED SHARE CAPITAL

9. Upon the Scheme coming into effect, the Authorised Share Capital of the Demerged Company consisting of Facility Management undertaking / retained undertaking shall not be merged, changed, altered or reduced in any manner and shall continue with the then existing Authorised Share Capital as on the sanction of the Scheme by the Hon'ble NCLT. Accordingly, post sanction of the Scheme of Arrangement, Clause V of the Memorandum of Association of the Demerged Company shall continue to be read and understood as it is on the Appointed Date.

ALTERATIONS/AMENDMENTS TO THE MEMORANDUM OF ASSOCIATION OF THE TRANSFEE COMPANY

10. The Transferee Company shall make suitable alterations/ amendments to the Memorandum & Articles of Association, if so required and necessary, for proper implementation of the Scheme in compliance to the applicable provisions of the Act.

EFFECT OF THE SCHEME ON THE DIRECTORS, KMPS, PROMOTERS, CREDITORS AND OTHER STAKEHOLDERS

- 11.1 The effect of the Scheme on the Key Managerial Personnel, Directors, Promoters, Non-promoter members, Creditors and the Employee of the Transferor Company Nos.1 to 3, the Demerged Company and the Transferee Company upon coming into effect is mentioned as under:



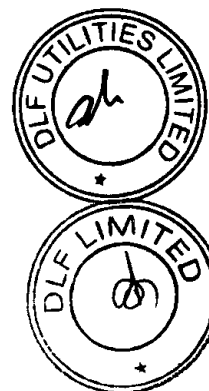
- 11.2 The existing Directors including Key Managerial Personnel ("the KMPs") of the Transferor Company Nos.1, 2 and 3 shall cease to be the Directors and KMPs of the Transferor Company Nos.1, 2 and 3 from the date of implementation of the Scheme without any further compliance of any other provisions of the Act, whereas there shall be no effect upon the Directors and KMP of the Demerged Company and the Transferee Company.
- 11.3 The Directors and KMP of the Transferor Company Nos.1 to 3, the Demerged Company and the Transferee Company do not have any interest, whether, material or immaterial, financial or non-financial or otherwise, in the proposed Scheme except, to the extent of their remuneration due, if any, till the Scheme coming into effect, in their professional capacity.

SECTION-G
GENERAL TERMS AND CONDITIONS

12. TRANSACTIONS BETWEEN APPOINTED DATE AND THE APPROVAL OF THE SCHEME

With effect from Appointed Date and up to the date of approval of the Scheme by the Hon'ble NCLT:

- 12.1 The Transferor Company No.1 to 3, the Demerged Company (pertaining to business of the Demerged Undertaking only) shall carry on and be deemed to have carried on all its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of its business and undertakings for and on account of and in trust for the Transferee Company.
- 12.2 Any income or profit accruing or arising to the Transferor Company Nos.1 to 3 and the Demerged Company (pertaining to Demerged Undertaking only) and all costs, charges, expenses and losses or taxes (including deferred tax balances, if any) incurred by the Transferor Company Nos.1 to 3 and the Demerged Company (pertaining to Demerged Undertaking) shall for all purposes be treated as the income, profits, costs, charges, expenses and losses or taxes (including deferred tax balances, if any), as the case may be, of the Transferee Company and shall be available to the Transferee Company for being disposed off in any manner as it thinks fit. Any advance tax paid / TDS certificates received and self-assessment tax etc. by the Transferor Company Nos.1 to 3 and the Demerged Company (pertaining to Demerged Undertaking) be treated and be deemed to be and accrue as taxes paid by the Transferee Company.



- 12.3 The Transferor Company Nos.1 to 3 and Demerged Company (pertaining to Demerged Undertaking only) shall carry on its activities with reasonable diligence, prudence and shall not venture into/expand any new business, alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business without the prior consent of the Transferee Company.

13. CLARIFICATION OF INCOME TAX

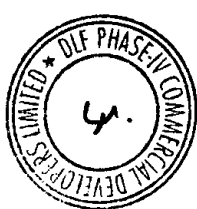
- 13.1 Any tax liabilities under the Income-tax Act, 1961, Customs Act, 1962, Central Excise Act, 1944, State Sales Tax laws, Central Sales Tax Act, 1956, Value Added Tax, Service Tax Rules, Goods and Services Tax or other applicable laws/ regulations/rules dealing with taxes/ duties/ levies (hereinafter in this Clause referred to as "**Tax Laws**") allocable or related to the business of the Transferor Company Nos.1 to 3 and Demerged Company (pertaining to Demerged Undertaking only) to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall belong to the Transferee Company. Any surplus in the provision for taxation/ duties/ levies account including, prepaid taxes i.e. TDS, self-assessment tax, advance tax and withholding tax as on the date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company. Any refund under the Tax Laws due to the Transferor Company Nos.1 to 3 and Demerged Company (pertaining to Demerged Undertaking only) consequent to the assessments made on the Transferor Companies and the Demerged Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by Transferee Company.
- 13.2 All taxes (including income tax, sales tax, excise duty, customs duty, service tax, VAT, Goods and Services Tax, etc.) paid or payable by the Transferor Company Nos.1 to 3 and Demerged Company (pertaining to Demerged Undertaking only) in respect of the operations and/or the profits of the business before the Appointed Date, shall be on account of the Transferor Company Nos.1 to 3 and Demerged Company (pertaining to Demerged Undertaking only) and, insofar as it relates to the tax payment (including, without limitation, sales tax, excise duty, custom duty, income tax, service tax, Goods and Services Tax, VAT, etc.), whether by way of deduction at source, self-assessment tax, advance tax or otherwise howsoever, by the Transferor Company Nos.1 to 3 and Demerged Company (pertaining to Demerged Undertaking only) in respect of the profits or activities or operation of the business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and, shall, in all proceedings, be dealt with accordingly.



- 13.3 Upon the Scheme becoming effective, the Transferee Company is also expressly permitted to revise its income tax returns, fringe benefit tax returns and other direct and indirect tax returns filed under the relevant tax laws and to claim refunds, prepaid taxes i.e. TDS, self-assessment tax, advance tax and withholding tax credits, etc., pursuant to the provisions of this Scheme. It is also clarified that all taxes and/or claims payable by the Transferor Company Nos.1 to 3 and Demerged Company (pertaining to Demerged Undertaking only) from the Appointed Date onwards be treated as the tax liabilities and/ or claims of the Transferee Company.
- 13.4 The Demerger of the Real Estate Undertaking of the Demerged Company shall take place in accordance with the provisions of Section 2 (19AA) of the Income-tax Act, 1961. The Scheme has been drawn up to comply with the provisions of Section 2(19AA) of the Income-tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section(s) at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said section(s) of the Income-tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(19AA) of the Income-tax Act, 1961. Such modification will however not affect the other parts of the Scheme.
- 13.5 The amalgamation of Transferor Company Nos.1 to 3 with the Transferee Company shall take place in accordance with the Scheme as per the provisions of Section 2(1B) of the Income-tax Act, 1961.

14. LEGAL PROCEEDINGS

- 14.1 All legal proceedings of whatsoever nature by or against the Transferor Companies pending and/ or arising at the Appointed Date and relating to the Transferor Company Nos.1 to 3 or its properties, assets, debts, rights, liabilities, duties and obligations referred above, shall be continued and/ or enforced until the approval of the Scheme as desired by the Transferee Company and as and from the approval of the Scheme shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company Nos.1 to 3. On and from the approval of the Scheme, the Transferee Company shall and may, if required, initiate any legal proceedings in its name in relation to the Transferor Company Nos.1 to 3 in the same



manner and to the same extent as would or might have been initiated by the Transferor Companies.

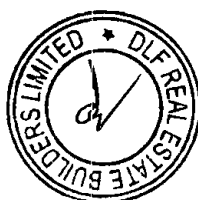
- 14.2 After the Scheme coming into effect, if any proceedings are taken against the Transferor Company Nos.1 to 3, the same shall be defended by and at the cost of the Transferee Company.

15. CONTRACTS AND DEEDS

- 15.1 Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements, licenses, insurance policies and other instruments, if any, of whatsoever nature to which the Transferor Company Nos.1 to 3 and Demerged Company (pertaining to Demerged Undertaking only) are parties and subsisting or having effect on the date of sanction of the Scheme shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company Nos.1 to 3 and Demerged Company (pertaining to Demerged Undertaking only), the Transferee Company had been a party thereto.

- 15.2 The Transferee Company may enter into and/ or issue and/ or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novation, to which the Transferor Company Nos.1 to 3 and Demerged Company (pertaining to Demerged Undertaking only) will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or if so considered necessary. The Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Transferor Company Nos.1 to 3 and the Demerged Company (pertaining to Demerged Undertaking only) and to implement or carry out all formalities required on the part of the Transferor Company Nos.1 to 3 and Demerged Company (pertaining to Demerged Undertaking only) to give effect to the provisions of this Scheme. It is clarified that any inter-se contracts between and amongst the Transferor Companies and the Transferee Company as on the sanction of the Scheme shall stand merged and vest in the Transferee Company. Further, any inter-se contracts between the Demerged Company (pertaining to Demerged Undertaking) and the Transferee Company as on the sanction of the Scheme shall stand merged and vest in the Transferee Company.

- 15.3 All subsisting agreements/ arrangements/ licenses/ permissions/ registrations of the Transferor Company Nos.1 to 3 and Demerged Company (pertaining to Demerged Undertaking only) relating to the use of patents, patent applications, trade marks (including logos), brands, designs,



copyrights, domain names, payment gateways, websites, and / or technology and all other intellectual property and rights, shall accrue to and for the benefit of the Transferee Company.

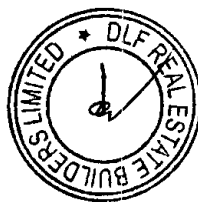
- 15.4 The Scheme shall not in any manner effect the rights of the Creditors, if any, of the Transferor Companies, the Demerged Company or the Transferee Company, in particular the secured and unsecured creditors shall continue to enjoy and hold charge, if any, upon their respective securities.
- 15.5 Any inter se contracts, if any, between the Demerged Company (pertaining to the demerged undertaking) and the Transferee Company shall stand adjusted/cancelled, as the case may be, upon the sanctioning of the scheme and the scheme coming into effect.

16. SAVING OF CONCLUDED TRANSACTIONS

The transfer of the Merged Undertakings of the Transferor Company Nos.1 to 3 and the Demerged Undertaking of the Demerged Company to the Transferee Company and the continuance of all contracts or proceedings by or against the Transferor Companies and Demerged Company (pertaining to Demerged Undertaking only) shall not affect any contracts or proceedings already concluded by the Transferor Company Nos.1 to 3 and the Demerged Company (pertaining to Demerged Undertaking only) on or after the Appointed Date and the Transferee Company accepts and adopts all acts, deeds, matters and things done and/or executed by the Transferor Company Nos.1 to 3 and Demerged Company (pertaining to Demerged Undertaking only) in regard thereto as having been done or executed on behalf of the Transferee Company.

17. DISSOLUTION OF TRANSFEROR COMPANY NOS.1 TO 3 WITHOUT THE PROCESS OF WINDING UP

- 17.1 On the Scheme coming into effect, the Transferor Company Nos.1 to 3 shall, without any further act or deed, stand dissolved without the process of winding up.
- 17.2 Upon the Scheme coming into effect, all the existing shares/share certificates pertaining to the shares of the Transferor Company Nos.1 to 3 as on the Scheme coming into effect shall stand cancelled and will become invalid and shall cease to be transferable. The Board of Directors of the Transferee Company will not be required to approach the shareholders of the Transferor Company Nos.1 to 3 to surrender their share certificates for issue/allotment of shares in the Transferee Company after the Scheme becoming effective.



- 17.3 The share certificates pertaining to share capital extinguished and reduced under the provisions of this Scheme of the Demerged Company shall stand cancelled and will become invalid and shall cease to be transferable. Post sanction of the Scheme of Arrangement, the Retained Undertaking/DUL shall issue fresh share certificates comprising balance equity capital of Rs. 10,88,24,000/- (Rupees Ten Crores Eighty-Eight Lacs Twenty-Four Thousand only) divided into 1,08,82,400 Equity Shares of Rs. 10/- each fully paid-up to the existing shareholders of DUL, as on the record date, to be determined by the Board of Directors of DUL in the same proportion as they are existing on the Appointed Date. The Demerged Company shall continue to exist and carry its business on a going concern basis with residual retained business containing Facility Management Undertaking.
- 17.4 It is hereby clarified that the Scheme shall take effect from the Appointed Date and the Transferor Company nos. 1 to 3, the Demerged Company and the Transferee Company shall take steps to implement the Scheme from the Date of filing of certified copies of the Order of the Hon'ble NCLT sanctioning the Scheme with the concerned Registrar of Companies, NCT of Delhi and Haryana as required under the provisions of the Act and the certified copies are filed on different dates, the implementation of the Scheme will commence from the last of the dates.

18. STAFF, WORKMEN AND EMPLOYEES

- 18.1 On the coming into effect of the Scheme, all staff, workmen and employees of Transferor Company Nos.1 to 3 and all staff, workmen and employees of Demerged Company (pertaining to Demerged Undertaking), in service on such date, shall become the staff and employees of Transferee Company without any interruption or break in their service and on the basis of continuity of service and the terms and conditions of their employment with Transferee Company shall not be less favourable than those applicable to them with reference to Transferor Company Nos.1 to 3 and the Demerged Company.
- 18.2 Upon the Scheme coming into effect, all staff welfare schemes including the existing Provident Fund, Gratuity Fund and/ or schemes and trusts, including employee's welfare trust, created by Transferor Company Nos.1 to 3 and the Demerged Company (pertaining to Demerged Undertaking only) for its employees shall be transferred to the Transferee Company. The Transferor Company Nos.1 to 3 and Demerged Company (pertaining to Demerged Undertaking only) shall take all steps necessary for the transfer, where applicable, of the Provident Fund, Gratuity Fund and/ or schemes and trusts, including employee's welfare trust, pursuant to the



Scheme, to Transferee Company. All obligations of Transferor Company Nos.1 to 3 and the Demerged Company (pertaining to Demerged Undertaking only) with regard to the said Fund or Funds as defined in the respective trust deed and rules shall be taken over by the Transferee Company from the Scheme coming into effect that all rights, duties, powers and obligations of Transferor Company Nos.1 to 3 and the Demerged Company (pertaining to Demerged Undertaking only) in relation to such Fund or Funds shall become those of Transferee Company and all the rights, duties and benefits of the employees employed in Transferor Company Nos.1 to 3 and Demerged Company (pertaining to Demerged Undertaking only) under such Funds and Trusts shall be fully protected, subject to the provisions of law for the time being in force. It is clarified that the services of the staff, workmen and employees of Transferor Company Nos.1 to 3 and Demerged Company (pertaining to Demerged Undertaking only) will be treated as having been continuous for the purpose of the said Fund or Funds.

19. APPLICATIONS TO THE HON'BLE NCLT

The Transferor Company Nos.1 to 3 and the Demerged Company and the Transferee Company shall, with all reasonable dispatch, make applications to the relevant Bench of the Hon'ble NCLT for sanctioning of this Scheme under Sections 230-232 of the Act.

20. MODIFICATIONS / AMENDMENTS TO THE SCHEME

20.1 The Transferor Company Nos.1 to 3 and the Demerged Company and the Transferee Company, through their respective Board of Directors, may make and/or consent to any modifications/ amendments to the Scheme or to any conditions or limitations that the Hon'ble NCLT or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by the Board of Directors of the respective companies. The Transferor Company Nos.1 to 3 and Demerged Company and the Transferee Company by their respective Board of Directors shall be authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or order of any other authority or otherwise however arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

20.2 The Transferee Company even after the Scheme coming into effect may approach the Hon'ble NCLT or other concerned/competent authority(ies) for any incidental orders to remove any deficiency or overcome any difficulty in implementation of the Scheme or clear any ambiguity or to comply with any statutory requirement which necessitates the order of the Hon'ble NCLT or other concerned/competent authority (ies).



21. CONDITIONALITY OF SCHEME

The Scheme is conditional upon and subject to:

- a) The Scheme being approved by the requisite majorities in number and value of such classes of persons including the respective members and/or creditors (where applicable), either at a meeting or through consent/No-objection Letters, of the Transferor Company Nos.1 to 3 and Demerged Company and the Transferee Company, as may be directed by the Hon'ble NCLT.
- b) The sanction of the Hon'ble NCLT under Sections 230-232 of the Act in favour of the Transferor Company Nos.1 to 3 and Demerged Company and the Transferee Company under the said provisions and to the necessary Order under Sections 230-232 of the Act being obtained.

22. FUND RAISING BY ISSUE OF SHARES/OTHER INSTRUMENTS BY THE TRANSFEE COMPANY

It is hereby clarified that nothing in this scheme of Arrangement shall prevent the Transferee Company to issue any further capital, declaration of dividend, convert any convertible debt instrument that is issued / to be issued by the Transferee Company to any person including but not limited to promoters or any other investors, raising of funds by issue of equity shares and/or preference shares and/or any convertible/ non-convertible securities/ instruments/bonus shares/rights offer or in any other manner subject to compliance of the applicable laws during pendency of this Scheme of Arrangement before any authority including Hon'ble NCLT /Hon'ble NCLAT, as the case may be.

23. SEQUENCE OF EFFECTIVENESS OF SCHEME

23.1. Upon the sanction of the Scheme and coming into effect from the Appointed Date, the Scheme shall be deemed to have occurred and taken effect in the sequence and in the order mentioned as under:

- a) Amalgamation of Transferor Company Nos.1 to 3 into and with the Transferee Company; and
- b) Demerger of Real Estate Undertaking of the Demerged Company / DUL into the Transferee Company.



- 23.2 The provisions contained in this Scheme are inextricable inter-linked with the other provisions and the Scheme constitutes an integral whole. The present Scheme of Arrangement would be given effect to only if is approved in its entirety unless specifically agreed otherwise by the Board of Directors of respective companies.
- 23.3 If any clause of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of Board of Companies, affect the validity or implementation of the other clause of this Scheme.

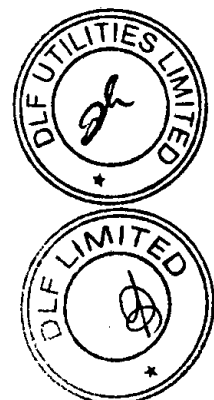
24. EFFECT OF NON-APPROVALS

It is provided that in a case if the Board of Directors of any of the companies as being part of the Scheme, at any stage prior to the Scheme coming into effect, decide not to proceed further with the Scheme and withdraw the consent of the respective company to the Scheme, in such case, the future course of action in relation to the continuity of the Scheme before the Hon'ble NCLT will be decided upon by the respective Board of Directors accordingly.

25. COSTS, CHARGES AND EXPENSES

All costs, charges, taxes including duties (including the stamp duty and/ or transfer charges, if any, applicable in relation to this Scheme), levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferee Company and the Transferor Companies and the Demerged Company arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne and paid by the Transferee Company.

26. That the Transferor Company Nos.1 to 3 and Demerged Company and the Transferee Company shall also take all such other steps as may be necessary or expedient to give full and formal effect to and implement to the provisions of this Scheme.
27. The Scheme shall not be deemed to exempt the Companies involved in the present Scheme from any taxes, liabilities, charges to be imposed/levied in accordance with law and the same shall be paid/discharged by the Demerged Company or/and Transferee Company in accordance with law. The sanctioning the Scheme *ipso facto* would not grant any immunity qua any liabilities that may be imposed on it under the relevant provisions of Income Tax Act or any other statute, in accordance with law. The Transferee Company shall comply with all the applicable provisions of the Income tax Act, 1961, all other applicable laws and to discharge all liabilities including



the liabilities of Transferor Companies and the liabilities pertaining to Demerged Undertaking, as and when same falls due and payable in accordance with law.

28. Any error, mistake, omission, commission which is apparent and/or absurd in the Scheme should be read in a manner which is appropriate to the intent and purpose of the Scheme and in line with the preamble as mentioned hereinabove.
29. Even after the Scheme become effective, the Transferee Company may approach the Hon'ble NCLT for any incidental order(s) to remove any deficiency or overcome any difficulty in implementation of the Scheme or clear any ambiguity or to comply with any statutory requirements which necessitates the order of the Hon'ble NCLT.
30. Upon the Scheme coming into effect, the Resolutions, if any, of the Transferor Company Nos.1 to 3 and of the Demerged Company pertaining to Demerged Undertaking, which are valid and subsisting on the Scheme coming into effect, shall continue to be valid and subsisting, without any further act, instrument or deed and be considered as resolutions of the Transferee Company and if such resolutions have upper monetary or other limits being imposed under the provisions of the Act, or any other applicable provisions, then the said limits shall be added and shall constitute the aggregate of the said limits in the Transferee Company.


For DLF Phase-IV Commercial Developers Limited


Director

For DLF RESIDENTIAL BUILDERS LIMITED


Director

For DLF UTILITIES LIMITED


Director

For DLF REAL ESTATE BUILDERS LIMITED


Director

For DLF LIMITED


Company Secretary

September 21, 2018

April 14, 2017

The Department of Corporate Services
BSE Limited
Phiroze Jeejeebhoy Towers,
Dalal Street, Fort,
Mumbai 400 001
BSE Scrip Code: 500111

The Listing Department
National Stock Exchange of India Limited
Exchange Plaza, 5th Floor, Plot No. C/1, G Block,
Bandra Kurla Complex,
Bandra (East), Mumbai 400 051
NSE Scrip Symbol: RELCAPITAL

Dear Sir (s),

Sub.: Scheme of Arrangement between Reliance Capital Limited ("RCap" or "the Demerged Company") and Reliance Home Finance Limited ("RHFL" or "the Resulting Company") and their respective Shareholders and Creditors (the "Scheme")

1. We refer to our application dated October 24, 2016 under Regulation 37 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (the "Listing Regulations").
2. We further submit that clause 8.1 of the Scheme has been revised to be read as under:

"8. ISSUE AND ALLOTMENT OF SHARES

8.1 To achieve the desired capital structure, before the Record Date, the Resulting Company shall issue and allot 14,15,49,188 equity shares of Rs.10 (Rupees Ten Only) each fully paid up at a premium as may be determined by the Board to the Demerged Company and at anytime post allotment of the equity shares of the Resulting Company pursuant to clause 6.1 of this Scheme, the Demerged Company may acquire such number of shares from the other promoters of the Resulting Company at an agreed value, so that the holding of the Demerged Company in the Resulting Company is 51%. The Resulting Company shall be continuously in compliance with the minimum public shareholding requirement under Rule 19A of Securities Contracts (Regulation) Rules, 1957."

3. In relation to the above, we enclose the following documents:
 - a. the certified true copy of the revised Scheme as **Annexure A**; and
 - b. the revised Statement showing holding of Securities and Shareholding pattern of Reliance Home Finance Limited post Scheme of Arrangement as **Annexure B**.
4. We confirm that except the abovementioned revision there are no other changes in the Scheme as filed with the Stock Exchanges.

If further clarifications / information in this regard is required, kindly contact Mr. Atul Tandon on Tel no. +91 22 3303 6510 or on Mobile +91 9324019145 or by e-mail: atul.tandon@relianceada.com.

Thanking you.

Yours faithfully,
For Reliance Capital Limited


Atul Kumar Tandon
Company Secretary & Compliance Officer

Encl.: As above

SCHEME OF ARRANGEMENT

UNDER SECTIONS 391 TO 394 OF THE COMPANIES ACT, 1956

BETWEEN

RELIANCE CAPITAL LIMITED

AND

RELIANCE HOME FINANCE LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

A. PREAMBLE

This Scheme of Arrangement is presented pursuant to the provisions of Sections 391 to 394 and other applicable provisions of the Companies Act, 1956 as amended and the corresponding provisions of the Companies Act, 2013 upon their notification (including any statutory modifications(s) or re-enactment(s) thereof), for the time being in force, on a going concern basis, for the demerger and vesting of Real Estate Lending Business ("Demerged Undertaking") (as defined hereinafter) of Reliance Capital Limited into Reliance Home Finance Limited ("RHFL" or "Resulting Company").

**Certified true copy
For Reliance Capital Limited**



**Atul Kumar Tandon
Company Secretary & Compliance Officer**

B. Background of the Companies

1. RCap is a Systemically Important Non-deposit Taking Non-Banking Financial Company ("NBFC-ND-SI") registered with the Reserve Bank of India ("RBI"). It is listed on both the BSE Limited and the National Stock Exchange of India Limited. RCap has interests in asset management and mutual funds, life and general insurance, commercial and home finance, real estate lending, stock broking, wealth management services, distribution of financial products, asset reconstruction, proprietary investments and other activities in financial services. The registered office of RCap is situated at H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Koparkhairne, Navi Mumbai 400 710.
2. RHFL is wholly owned subsidiary of RCap. RHFL is registered with National Housing Bank as a housing finance company, without accepting public deposits, as defined under Section 29A of the National Housing Bank Act, 1987 and is principally engaged in the housing finance business. The registered office of RHFL is situated at Reliance Centre, 6th Floor, South Wing, Off Western Express Highway, Santacruz (East), Mumbai 400 055.

C. RATIONALE

The demerger of the Demerged Undertaking of RCap pursuant to this Scheme is with a view to achieve the following benefits:

- Value unlocking for shareholders given the business has achieved scale, will attract investors and provide better flexibility in accessing capital; and
- It is believed that this Scheme will create enhanced value for shareholders and allow a focused growth strategy which would be in the best interests of all the stakeholders. The restructuring proposed by this Scheme will also provide better flexibility to the investors to select investments which

best suit their investment strategies and risk profile.

Further, this will also facilitate the treatment of RCap as a Core Investment Company ("CIC") in terms of applicable RBI Regulations.

This Scheme also makes provision for various other matters consequential or related thereto and otherwise integrally connected therewith.

D. Parts of the Scheme

This Scheme is divided into the following parts:

- (i) **Part I** deals with the definitions of terms used in this Scheme and share capital of the Demerged Company and the Resulting Company;
- (ii) **Part II** deals with demerger and vesting of the Demerged Undertaking of RCap into RHFL; and
- (iii) **Part III** deals with the other general terms and conditions.

PART I

DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

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

- 1.1 **"Act" or "the Act"** means the Companies Act, 1956 as amended and the corresponding provisions of the Companies Act, 2013 upon their notification (including any statutory modifications(s) or re-enactment(s) thereof), for the time being in force;

- 1.2 **“Appointed Date”** means April 1, 2017 or such other date as may be approved by the Hon’ble High Court of Judicature at Bombay;
- 1.3 **“Board of Directors” or “Board”** means the Board of Directors of the Demerged Company or the Resulting Company or both the Companies as the context may require and includes a committee duly constituted by the Board of Directors and authorised thereby for the purpose on matters pertaining to the Scheme and/or any other consequential or incidental matter in relation thereto;
- 1.4 **“Court” or “High Court”** means the High Court of Judicature at Bombay and / or the National Company Law Tribunal, as the case may be, under the relevant provisions of the Act at the relevant point in time;
- 1.5 **“Demerged Undertaking”** means the Real Estate Lending Business of the Demerged Company (including Property solution business, valuation of property business & brokerage) on a going concern basis, comprising, *inter alia*, of all the properties, assets, liabilities, permits, licences, registrations, approvals, contracts, and employees which are relatable to the Demerged Undertaking which shall include:
- (a) All the assets and movable properties wherever situated whether tangible or intangible, absolute, accrued, fixed or otherwise including property, loans, securities, post dated cheques, ECS mandate, direct debit mandate, collection / escrow mechanism or other such payment mechanism, accounts and notes receivable, plant and machinery, equipment, stocks and inventory, machinery, vehicles, offices, investments, interest, capital, work-in-progress, furniture, fixtures, office equipment, appliances, computers (software as well as hardware), accessories, licenses, approvals, registrations, right to use all branches along with

all the assets used therein, incentives (if any), rights as licensee or lessee, municipal permissions, regulatory permissions, consents, or powers of every kind, nature and description whatsoever in connection with operating or relatable to the Demerged Undertaking and all other permissions, rights (including rights under any contracts, memoranda of understanding, etc.), entitlements, copyrights, patents, trademarks, trade names, domain names and other industrial designs, trade secrets, or intellectual property rights of any nature and all other interest exclusively relating to the services being dealt with by the Demerged Undertaking, and all deposits, advances and or moneys paid or received by the Demerged Undertaking, all statutory licenses and / or permissions to carry on the operations of the Demerged Undertaking and any financial assets, benefits of any corporate guarantees issued by the Demerged Company in relation to and for the benefit of the Demerged Undertaking and the benefits of any bank guarantees issued in relation to and for the benefit of the Demerged Undertaking, deferred tax benefits, privileges, exemptions, and approvals of whatsoever nature (including but not limited to benefits of tax relief including under the Income-tax Act, 1961 such as credit for advance tax, taxes deducted at source, minimum alternate tax credit, benefits under the value added tax, benefits of any unutilised CENVAT/service tax credits, etc.) all other claims, rights and benefits, power and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections, email connection, other communication facilities connections and installations, utilities, electricity and other services, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Demerged Undertaking together with the

Demerged Undertaking Liabilities. Provided however, the assets shall not include the immovable properties owned by the Demerged Company;

- (b) All rights and obligations of the Demerged Company under the customer contracts, loan agreements, the receivables and non-performing assets, along with the unamortized subventions received, and unamortized cost of acquisition relating to the receivables and non-performing assets, under the customer contracts and the rights and interest of the Resulting Company to the security and / or collateral provided in relation to the customer contracts. It is clarified that for the purpose of determining the tenure of customer contracts / receivables, the original date of the contract will be the relevant date for the purposes of all relevant regulations;
- (c) All the rights and obligations under the contracts / agreements including but not limited to service provider contracts, preferred financing contracts, connector agreements, revenue sharing agreements, leave and license agreements, direct selling agent agreements, non disclosure agreements, memorandum of understandings, expression of interest letters, vendor agreements, master service agreements, mandate agreements, agreements executed with legal and technical vendors / valuers, framework agreements, collaboration agreements, lease agreements, master license agreements, annual maintenance contracts, supply agreements, retainership agreements, purchase orders, work orders, rate contracts, business centre agreements, license usage agreements, digital marketing agreements, project marketing agreements, total cost of service agreements, software licensing agreements, introduction agreements, mutual confidential disclosure agreements, sourcing agreements, master lease agreements,

escrow agreements, trust retention account agreements, operating lease agreements / contracts, agreement to provide the facility attendants, collection agency agreements, stock yard contracts, online auction agreements, relationship referral agreements, repossession agreements all the rights and obligations with respect to credit enhancement obligations together with corresponding collateral and interest and surplus received or receivable to meet credit enhancement obligations and all the rights and obligations with respect to collection and payout obligations;

- (d) Without prejudice to the generality of the Clause (a) above, the Demerged Undertaking shall also include all Demerged Undertaking Liabilities;
- (e) All deposits and balances with government, semi-government, local and other authorities and bodies, customers and other persons, all entitlements to tax and other credits, set offs, carry forward balances including, in particular, entitlement to credit pertaining to taxes paid u/s. 115JB of the Income tax Act, 1961. investments (if any) pertaining to the Demerged Undertaking, including securitised assets, earnest moneys and / or security deposits paid or received by the Demerged Company directly or indirectly in connection with or relating to the Demerged Undertaking and where the amount of any entitlement, credit set off or carry forward balance relating directly or indirectly to the Demerged Undertaking cannot be separately identified, the same shall be deemed to be the proportion of such entitlement, credit, set off or carry forward balance as the proportion of the book value of the assets of the Demerged Undertaking to the total assets of the Demerged Company at the close of the day preceding the Appointed Date;

- (f) All necessary records, files, papers, technical and process information, all product and service pricing, costing, commercial and business related information, computer program, drawings and designs, procedure and other manuals, training materials, prospect lists, data, catalogues, quotations, sales and advertising materials, financing and serving related forms, lists and all details of present and former customers and suppliers, customer credit information, customer pricing information and other records whether in physical or electronic form in connection with or relating to the Demerged Undertaking;
- (g) Extension of insurance covers and / or benefits under the existing insurance policies providing insurance cover pertaining to the Demerged Undertaking;
- (h) All permanent and / or temporary employees, workmen, staff, contract staff or labourers of the Demerged Company engaged in directly or exclusively for the Demerged Undertaking and those permanent and / or temporary employees that are determined by the board of directors of the Demerged Company to be engaged in or relatable to the Demerged Undertaking.

It is clarified that the Demerged Undertaking does not include the assets, liabilities and obligations forming part of the Remaining Business. In case, if any assets or liabilities or contracts or any other instrument of the Demerged Undertaking cannot be transferred to the Resulting Company for any reasons whatsoever, the Demerged Company shall continue to hold those assets or liabilities or contracts or any other instrument on trust for the benefit of the Resulting Company in so far as it is permissible so to do, till such time as the transfer is effected.

Any question that may arise as to whether a specific asset or liability pertains or does not pertain to the Demerged Undertaking or whether it arises out of the activities or operations of the Demerged Undertaking shall be decided by mutual agreement between the Board of Directors of the Demerged Company and the Resulting Company or committee(s) thereof authorized by the respective Board of Directors.

- 1.6 **“Demerged Undertaking Liabilities”** means all present and future liabilities (including contingent liabilities), etc. relating to the Demerged Undertaking and includes debts, liabilities or obligations incurred by the Resulting Company which directly or indirectly are attributable to, or utilised for, or relating to, the Demerged Undertaking determined on the basis as if all financial assets and other assets of the Demerged Undertaking were directly or indirectly funded out of, or funded by utilising, funds borrowed by the Resulting Company;
- 1.7 **“Effective Date”** means the last of the date on which the certified copies of the Orders of High Court of Judicature at Bombay under Sections 391 to 394 of the Act or corresponding authority as per provisions of the Companies Act, 2013, sanctioning the Scheme is filed with the Registrar of Companies, Maharashtra at Mumbai by the Demerged Company and the Resulting Company. References in this Scheme to the words **“coming into effect of this Scheme”** or **“effectiveness of this Scheme”** shall mean the Effective Date;
- 1.8 **“GDRs”** means Global Depository Receipts issued by the Demerged Company;
- 1.9 **“RCap” or “the Demerged Company”** means Reliance Capital Limited a public listed company incorporated under the provisions of the Companies Act, 1956 under the corporate identity number L65910MH1986PLC165645, and registered

with the RBI as a NBFC-ND-SI and whose registered office is situated at H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Koparkhairne, Navi Mumbai 400 710;

- 1.10 **“Record Date”** means the date fixed by the Board of directors of the Demerged Company in consultation with the Resulting Company, for the purpose of determining the equity shareholders of the Demerged Company to whom equity shares will be allotted by the Resulting Company, pursuant to the Scheme;
- 1.11 **“Remaining Business”** means all the businesses, divisions, assets and liabilities of RCap other than the Demerged Undertaking as defined in Clause 1.5 of this Scheme.
- 1.12 **“RHFL” or “the Resulting Company”** means Reliance Home Finance Limited, a public company incorporated under the provisions of the Companies Act, 1956 under the corporate identity number U67190MH2008PLC183216 and registered with National Housing Bank as a housing finance company, and whose registered office is situated at Reliance Centre, 6th Floor, South Wing, Off Western Express Highway, Santacruz (East), Mumbai 400 055;
- 1.13 **“Scheme” or “Scheme of Arrangement”** means this Scheme of Arrangement in its present form including any modification(s) or amendment(s) hereto;
- 1.14 **“Stock Exchanges”** shall mean the BSE Limited (“BSE”) and the National Stock Exchange of India Limited (“NSE”) where the equity shares of RCap are listed;

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws, as the case

may be, including any statutory modification(s) or re-enactment(s) thereof from time to time.

2. SHARE CAPITAL

2.1 The share capital structure of the Demerged Company as on March 31, 2016 is as follows:

Authorised Capital	Amount in INR (crore)
30,00,00,000 Equity Shares of Rs. 10 each	300.00
10,00,00,000 Preference Shares of Rs. 10 each	100.00
Total	400.00
Issued and Subscribed	
25,39,77,006 Equity Shares of Rs. 10 each	253.97
Total	253.97
Paid-Up Capital	
25,26,32,800 Equity Shares of Rs. 10 each	252.63
Add: Forfeited shares	1.34
Total	253.97

The equity shares of the Demerged Company are listed on the Stock Exchanges. Subsequent to March 31, 2016 and upto the date of Board meeting approving this Scheme, there is no change in authorized, issued, subscribed and paid-up share capital of the Demerged Company.

- 2.2 The share capital structure of the Resulting Company as on March 31, 2016 is as follows:

Authorised Capital	Amount in INR(crore)
7,50,00,000 Equity Shares of Rs. 10 each	75.00
5,00,00,000 Preference Shares of Rs.10 each	50.00
Total	125.00
Issued, Subscribed and Fully Paid up	
6,58,20,000 Equity shares of Rs. 10 each	65.82
Total	65.82

The equity shares of the Resulting Company are not listed. Subsequent to March 31, 2016 the issued, subscribed and paid-up share capital of the Resulting Company has changed pursuant to issue of additional shares. The revised capital structure of the Resulting Company is as under:

Authorised Capital	Amount in INR(crore)
9,30,00,000 Equity Shares of Rs. 10 each	93.00
3,20,00,000 Preference Shares of Rs.10 each	32.00
Total	125.00
Issued, Subscribed and Fully Paid up	
9,08,20,000 Equity shares of Rs. 10 each	90.82
Total	90.82

3. DATE OF TAKING EFFECT AND OPERATIVE DATE

This Scheme set out herein along with the modification(s) proposed, if any, by the High Court / appropriate authority, shall be effective from the Appointed Date but shall be operative from the Effective Date.

4. COMPLIANCE WITH TAX LAWS

This Scheme has been drawn up to comply with the conditions relating to “Demerger” as defined under Section 2(19AA), and other relevant sections of the Income-tax Act, 1961 and accordingly all the assets and liabilities shall be transferred from RCap into RHFL at book values only. If any terms or provisions of the Scheme are found to be or interpreted to be inconsistent with any of the said provisions at a later date whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provisions of the tax laws shall prevail. The Scheme shall then stand modified to the extent determined necessary to comply with the said provisions. The power to make such amendments shall vest with the Board of Directors of the Demerged Company, which power can be exercised anytime and shall be exercised in the best interest of the companies and their shareholders.

PART II

DEMERGER AND VESTING OF THE DEMERGED UNDERTAKING OF RCAP INTO RHFL

5. TRANSFER AND VESTING

- 5.1 Upon the coming into effect of this Scheme and with effect from the opening hours of the Appointed Date and subject to the provisions of this Scheme, the Demerged Undertaking shall, pursuant to the provisions of Sections 391 to 394 of the Companies Act, 1956 and other relevant provisions of the Act, without any further act, instrument or deed, be transferred to and vest in, or be deemed to be transferred to and vested in the Resulting Company, as a going concern, so as to vest in the

Resulting Company all the rights, liabilities, properties, title and interest of the Resulting Company therein subject to all subsisting charges, liens, pledges, mortgages, if any, then affecting the same or part thereof.

- 5.2 In so far as the assets of the Demerged Undertaking are concerned, the security, existing charges, mortgages and encumbrances in respect of any of the assets or any part thereof, in relation to any loans or borrowings of the Remaining Business of the Demerged Company shall, without any further act, instrument or deed, be released and stand discharged from the same.
- 5.3 In so far as the assets of the Remaining Business of the Demerged Company are concerned, the security over such assets, to the extent they relate to the Demerged Undertaking shall, without any further act, instrument or deed be released and discharged from such security that relate to the Demerged Undertaking. Without prejudice to the foregoing and with effect from the Effective Date, the Demerged Company and the Resulting Company shall execute any instruments or documents and do all the acts and deeds as may be required, including the filing of necessary particulars and / or modification(s) of charge, with the Registrar of Companies, Maharashtra at Mumbai, to give formal effect to these provisions, if required.
- 5.4 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, in accordance with the provisions of relevant laws and the Act, all the consents, permissions, licenses, certificates, authorities (including for the operation of bank accounts), powers of attorneys given by, issued to or executed in favour of the Demerged Company, and the rights and benefits under the same shall, insofar as they relate to the Demerged Undertaking and all quality certifications and approvals, trademarks, patents and domain names, copyrights, industrial

designs, trade secrets, product registrations and other intellectual property and all other interests relating to the goods, services or any other assets being directly and exclusively dealt with by the Demerged Undertaking, be transferred to and vested in the Resulting Company. In respect of all the movable assets of the Demerged Company and the assets which are otherwise capable of transfer by physical delivery or endorsement and delivery, including cash on hand, shall be so transferred to the Resulting Company and deemed to have been physically handed over by physical delivery or by endorsement and delivery, as the case may be, to the Resulting Company to the end and intent that the property and benefit therein passes to the Resulting Company with effect from the Appointed Date. Such delivery and transfer shall be made on a date mutually agreed upon between the respective Board of Directors of the Demerged Company and the Resulting Company. In respect of any intangible moveable assets of the Demerged Company other than those mentioned in hereinabove, including actionable claims, sundry debtors, outstanding loans, advances recoverable in cash or kind or for value to be received and deposits with the Government, semi-Government, local and other authorities and bodies and customers, the Demerged Company shall if so required by the Resulting Company and the Resulting Company may, issue notices in such form as the Resulting Company may deem fit and proper stating that pursuant to the High Court having sanctioned this Scheme between the Demerged Company and the Resulting Company under Section 394 of the Act, the relevant debt, loan, advance or other asset, be paid or made good or held on account of the Resulting Company, as the person entitled thereto, to the end and intent that the right of the Demerged Company to recover or realize the same stands transferred to the Resulting Company and that appropriate entries shall be passed in their respective books to record the aforesaid changes.

- 5.5 Upon the coming into effect of this Scheme and with effect from the Appointed Date, all the various incentives, service tax benefits, subsidies (including applications for subsidies), grants, special status and other benefits or privileges enjoyed, granted by any governmental body, local authority or by any other person, or availed of by the Demerged Company are concerned, the same shall, without any further act or deed, in so far as they relate to the Demerged Undertaking, vest with and be available to the Resulting Company on the same terms and conditions.
- 5.6 All the Demerged Undertaking Liabilities of the Demerged Company as on the Appointed Date shall also stand transferred to and vested in or be deemed to have been transferred to and vested in the Resulting Company on a going concern basis, without any further act or deed pursuant to Section 394 (2) of the Act, so as to become the liabilities, debts, duties and obligations, dues, loans and responsibilities of the Resulting Company on the same terms and conditions as was applicable to the Demerged Company.
- 5.7 It is hereby clarified that the rest of the assets (including the immovable properties owned by the Demerged Company) and liabilities (other than those forming part of the Demerged Undertaking or otherwise specified in this Scheme) of the Demerged Company shall continue in the Demerged Company.
- 5.8 All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Demerged Company pertaining to the Demerged Undertaking after the Effective Date shall be accepted by the bankers of the Resulting Company and credited to the account of the Resulting Company, if presented by the Resulting Company. Similarly, the banker of the Resulting Company shall honour all cheques issued by the Demerged Company pertaining to the Demerged Undertaking for payment after the Effective Date. If required, the Demerged Company shall allow maintaining of

bank accounts in its name by the Resulting Company for such time as may be determined to be necessary by the Demerged Company and the Resulting Company for presentation and deposition of cheques and pay orders that have been issued in the name of the Demerged Company in connection with the business of Demerged Undertaking.

- 5.9 It is clarified that if any assets, (claims, rights, title, interest in, or authorities relating to such assets) or liabilities or any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever in relation to Demerged Undertaking which the Demerged Company owns or to which the Demerged Company is a party and which cannot be transferred to the Resulting Company for any reason whatsoever, the Demerged Company shall hold such assets or contract, deeds, bonds, liabilities, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the Resulting Company to which the Demerged Undertaking is being transferred in terms of this Scheme, in so far as it is permissible so to do, till such time as the transfer is effected. It is further clarified that, with respect to such assets, liabilities or agreements of whatsoever in relation to the Demerged Undertaking, the Demerged Company shall carry on and deemed to have carried on its business and activities and shall stand possessed of such assets, liabilities or agreements in trust for the Resulting Company and shall account for the same to the Resulting Company. All income and expenditure accruing on account of the above after the Appointed Date will be for and on account of the Resulting Company.

6. CONSIDERATION

- 6.1 Upon the Scheme becoming effective and in consideration of transfer and vesting of the Demerged Undertaking of the Demerged Company into the Resulting Company, the Resulting Company shall, without any further application or deed, issue and allot, at par, to all equity shareholders of the Demerged Company whose name appears in the Register of Members of the Demerged Company as on the Record Date or to his/her heirs, executors, administrators or the successors-in-title, as the case may be, fully paid-up equity shares, in the following ratio:

“1 (One) Equity Share of Rs.10 each fully paid up of Reliance Home Finance Limited for every 1 (One) Equity Share of Rs.10 each fully paid up held in RCap”. (**“Share Entitlement Ratio”**)

- 6.2 The shares to be issued by the Resulting Company pursuant to Clause 6.1 above shall be issued in dematerialized form by the Resulting Company, unless otherwise requested in writing by the shareholders of the Demerged Company.
- 6.3 The shares to be issued and allotted as above shall rank pari passu to the existing shares comprised in the share capital of the Resulting Company and shall be subject to the Memorandum and Articles of Association of the Resulting Company.
- 6.4 The Resulting Company shall take necessary steps to increase or alter or re-classify, if necessary, its Authorized Share Capital suitably to enable it to issue and allot the shares required to be issued and allotted by it under this Scheme.
- 6.5 The approval of this Scheme by the shareholders of the Resulting Company shall be deemed to be due compliance of all applicable provisions of the Act for the issue and allotment of shares by the Resulting Company to the shareholders of the Demerged Company, as provided in this Scheme.

- 6.6 It is clarified that no special resolution under Section 62 of the Companies Act, 2013 shall be required to be passed by the Resulting Company separately in a general meeting for issue of shares to the members of the Demerged Company under this Scheme and on the shareholders of the Resulting Company approving this Scheme, it shall be deemed that they have given their consent to the issue of equity shares to the members of the Demerged Company.
- 6.7 The shares of the Demerged Company are presently listed on the Stock Exchanges. The New Equity Shares issued in terms of Clause 6.1 shall be listed and / or admitted to trading on the relevant stock exchange/s in India, where the equity shares of Demerged Company are listed and / or admitted to trading.
- 6.8 Upon the scheme being sanctioned by the Court u/s. 394 of the Companies Act, 1956 and on its becoming effective, the shares to be allotted to the members of the Demerged company i.e. RCap by the Resulting Company i.e. RHFL, shall be listed and / or admitted to trading on the relevant Stock Exchange(s) in India, where the equity shares of RCap are listed and / or admitted to trading as on the Effective Date. Accordingly, the Resulting Company shall take steps for listing simultaneously on all such Stock Exchange(s) within a reasonable period of the receipt of the final order of the High Court sanctioning the Scheme. The Resulting Company shall also apply to Securities and Exchange Board of India through Stock Exchange for seeking relaxation under Rule 19(2)(b) of Securities Contract (Regulation) Rules, 1957.
- 6.9 With respect to the shares of Demerged Company held by Custodian being shares underlying the GDRs of the Demerged Company, the Resulting Company shall issue its shares in accordance with the Share Entitlement Ratio, to Custodian to hold such shares in trust together with all additions or accretions

including dividends thereto. All shares of the Resulting Company issued as above would exclusively be for the benefit of the GDR holders of the Demerged Company. It is proposed that the Custodian may, subject however to the prevailing market conditions, sell, transfer or dispose of the shares held by it within a period of six months from date of listing in such a manner as may be proper in accordance with provisions of the Depository Agreement and shall distribute the proceeds, after deducting applicable costs and taxes, to all the GDR holders of the Demerged Company as on the Record Date.

7. ACCOUNTING TREATMENT

7.1 Accounting treatment in the books of the Demerged Company:

7.1.1 The Demerged Company shall, upon the Scheme becoming effective, reduce the assets and liabilities of the Demerged Undertaking vested in the Resulting Company pursuant to this Scheme at their respective book values as appearing on the close of business day immediately preceding the Appointed Date.

7.1.2 Inter-company balances and transaction between the Resulting Company and the Demerged Undertaking of the Demerged Company, if any, will stand cancelled. It is clarified that the Demerged Company will continue to hold its investment in the Resulting Company.

7.1.3 The difference being the excess of the book value of assets over the book value of the liabilities pertaining to the Demerged Undertaking and demerged from the Demerged Company pursuant to this Scheme after giving effect to Clause 7.1.2 shall be adjusted to the appropriate reserves of the Demerged Company.

7.2 In the books of the Resulting Company:

- 7.2.1 Upon the coming into effect of this Scheme, the Resulting Company shall record the assets and liabilities of the Demerged Undertaking at their respective book values, as on the Appointed Date being book value (excluding any revaluation) in the books of the Demerged Company.
- 7.2.2 The Resulting Company shall credit to its share capital account, the aggregate face value of the Equity Shares issued by it pursuant to Clause 6.1 of this Scheme.
- 7.2.3 Inter-company balances and transaction between the Resulting Company and the Demerged Undertaking of the Demerged Company, if any, will stand cancelled. It is clarified that the Demerged Company will continue to hold its investment in the Resulting Company.
- 7.2.4 The difference between value of assets and liabilities of the Demerged Undertaking as recorded by the Resulting Company after considering effect of clause 7.2.2 and clause 7.2.3 shall be deemed to comprise and be recorded, in case of excess as its Capital Reserve or in case of deficit as Goodwill. It is clarified that such reserves shall arise pursuant to the Scheme and shall for all regulatory and accounting purposes be considered to be part of the owned funds / net worth of the Resulting Company.

8. ISSUE AND ALLOTMENT OF SHARES

- 8.1 To achieve the desired capital structure, before the Record Date, the Resulting Company shall issue and allot 14,15,49,188 equity shares of Rs.10 (Rupees Ten Only) each fully paid up at a premium as may be determined by the Board to the Demerged Company and at anytime post allotment of the equity shares of the Resulting Company pursuant to clause 6.1 of this Scheme, the Demerged Company may acquire such number of shares from the other promoters of the Resulting Company at an agreed value, so that the holding of the Demerged Company in the Resulting Company is 51%. The Resulting Company shall be continuously in compliance with the minimum public shareholding requirement under Rule 19A of Securities Contracts (Regulation) Rules, 1957.
- 8.2 The shares to be issued by the Resulting Company pursuant to Clause 8.1 above shall rank pari passu to the existing shares forming part of the share capital of the Resulting Company and shall be issued in dematerialized form by the Resulting Company.
- 8.3 The shares to be issued and allotted as above shall be subject to the Memorandum and Articles of Association of the Resulting Company.
- 8.4 The Resulting Company shall take necessary steps to increase or alter or re-classify, if necessary, its Authorized Share Capital suitably to enable it to issue and allot the shares as aforesaid. The Resulting Company shall seek its shareholders' approval and pass necessary resolutions under the Act as may be required.

9. CARRYING ON THE BUSINESS OF THE DEMERGED UNDERTAKING UNTIL THE EFFECTIVE DATE

- 9.1 With effect from the Appointed Date and up to and including the Effective Date, the Demerged Company shall be deemed to have been carrying on and to be carrying on all business and activities relating to the Demerged Undertaking for and on account of and in trust for the Resulting Company.
- 9.2 All profits accruing to the Demerged Company or losses including tax losses, arising or incurred by the Demerged Company in relation to the Demerged Undertaking for the period commencing from the Appointed Date to the Effective Date shall, for all purposes, be treated as profit or loss, as the case may be, of the Resulting Company.
- 9.3 All assets acquired by the Demerged Company after the Appointed Date and prior to the Effective Date for operation of the Demerged Undertaking or pertaining to the Demerged Undertaking shall be deemed to have been acquired in trust for and on behalf of the Resulting Company, and shall also stand transferred to and vested in the Resulting Company upon the coming into effect of this Scheme.
- 9.4 Where any of the liabilities and obligations of the Demerged Company on the Appointed Date deemed to be transferred to the Resulting Company have been discharged by the Demerged Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Resulting Company, and all loans raised and used and all liabilities and obligations incurred by the Demerged Company for the operations of the Demerged Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of the Resulting Company, and to the extent they are outstanding on the Effective Date, shall also without any further act or deed

be and stand transferred to the Resulting Company and shall become the liabilities and obligations of the Resulting Company, which shall be liable to meet, discharge and satisfy the same.

- 9.5 The Demerged Company hereby confirms that it shall continue, from the date of the filing of the Scheme and up to the Effective Date, to preserve and carry on the Demerged Undertaking with due diligence and prudence.

10. LEGAL PROCEEDINGS

- 10.1 With effect from the Effective Date, all legal or other proceedings (including before any statutory or quasi-judicial authority or tribunal) ("**Proceedings**") by or against the Demerged Company under any statute, whether pending on the Appointed Date, relating to the Demerged Undertaking, shall be continued and enforced by or against the Resulting Company after the Effective Date, to the extent legally permissible. To the extent such Proceedings cannot be taken over by the Resulting Company, the Proceedings shall be pursued by the Demerged Company as per the instructions of and entirely at the costs and expenses of the Resulting Company. In the event that such liability is incurred or such claim or demand is made upon the Demerged Company pertaining to the Demerged Undertaking (or any successor thereof), then the Resulting Company shall reimburse and indemnify the Demerged Company (or any successor thereof) for any payments made in relation to the same.
- 10.2 Any Proceedings by or against the Demerged Company under any statute, whether pending on the Appointed Date, whether or not in respect of any matter arising before the Effective Date and relating to the Remaining Business (including those relating to any property, right, power, liability, obligation or duties of the Demerged Company in respect of the Remaining Business) shall

be continued and enforced by or against the Demerged Company. The Resulting Company shall in no event be responsible or liable for or in relation to any such Proceeding by or against the Demerged Company.

11. CONTRACTS, LICENSES, APPROVALS AND PERMITS

11.1 With effect from the Appointed Date on coming into effect on the Effective Date and subject to the provisions of this Scheme, all licenses, approvals or permits, whether governmental or otherwise, contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Demerged Undertaking to which the Demerged Company is a party or to the benefit of which the Demerged Company may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect on or against or in favour of, as the case may be, vest in the Resulting Company, and may be enforced as fully and effectually as if, instead of the Demerged Company, the Resulting Company had been a party or beneficiary or obligee thereto.

11.2 Without prejudice to the other provisions of this Scheme and notwithstanding that the vesting of the Demerged Undertaking with the Resulting Company occurs by virtue of this Scheme itself, the Resulting 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, execute deeds, confirmations or other writings or tripartite arrangements with any party to any contract or arrangement, to which the Demerged Company is a party, or any writings as may be necessary, to be executed merely in order to give formal effect to the above provisions. The Demerged Company shall, if necessary, also be a party to the above. The Resulting Company

shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Demerged Company and to carry out or perform all such formalities or compliances referred to above on the part of the Demerged Company to be carried out or performed.

- 11.3 Any statutory and other licenses, registrations, permissions, approvals or consents to carry on the operations whether issued by statutory and other authorities of the Demerged Company shall stand vested in or transferred to the Resulting Company without any further act or deed and shall be appropriately mutated by the statutory and other authorities concerned in favour of the Resulting Company upon the Scheme becoming effective. The benefit of all such statutory and regulatory permissions, and consents, shall vest in and become available to the Resulting Company pursuant to this Scheme. Since each of the statutory and other licenses, registrations, permissions, approvals or consents shall stand transferred by the order of the High Court to the Resulting Company, the Resulting Company shall file the relevant intimations for the record of the statutory and other authorities who shall take them on file pursuant to the vesting orders of the High Court.
- 11.4 It is hereby clarified that if any licenses, approvals, permits, contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the Demerged Undertaking to which the Demerged Company is a party to, cannot be transferred to the Resulting Company for any reason whatsoever, the Demerged Company shall hold such contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of the Resulting Company.
- 11.5 Any and all transactions between the Demerged Company and the Resulting Company between the Appointed Date and

Effective Date which have the effect of being consummated only upon the Scheme coming into effect, shall accrue with effect from the Effective Date and any and all compliances with respect to such transactions shall be applicable from the Effective Date.

12. EMPLOYEES

- 12.1 All the employees of the Demerged Company who are exclusively part of the Demerged Undertaking shall stand transferred to the Resulting Company on terms and conditions which shall not be less favourable than the terms and conditions of employment offered by the Demerged Company and existing till the Appointed Date (including in relation to the level of remuneration and contractual and statutory benefits, incentive plans, terminal benefits, gratuity plans, provident plans, superannuation plans and/ or any other retirement benefits) without any interruption in service as a result of transfer of the Demerged Undertaking of the Demerged Company to the Resulting Company.
- 12.2 The Resulting Company agrees that the services of all such employees (as mentioned in Clause 12.1 above) with the Demerged Company prior to the transfer, as aforesaid, shall be taken into account for the purposes of all benefits to which the said employees may be eligible, including in relation to the level of remuneration and contractual and statutory benefits, incentive plans, terminal benefits, gratuity fund plans, provident fund plans, superannuation fund plans and any other retirement benefits and accordingly, shall be reckoned therefore from the date of their respective appointment in the Demerged Company who were part of the Demerged Undertaking.
- 12.3 The existing provident fund, superannuation and gratuity fund, incentives, if any, of which the aforesaid employees of the

Demerged Company who are part of the Demerged Undertaking (being transferred under Clause 1.5 above to the Resulting Company), are members or beneficiaries, along with all accumulated contributions therein till the Effective Date, shall, with the approval of the concerned authorities, be transferred to and continued without any break, to be administered by the Resulting Company for the benefit of such employees on the same terms and conditions. All benefits and schemes being provided to the transferred employees will be treated as having been continuous and uninterrupted for the purpose of the aforesaid schemes. Accordingly, the provident fund, superannuation fund and gratuity fund dues, if any, of the said employees of the Demerged Company, would be continued to be deposited in the transferred provident fund, superannuation fund and gratuity fund account by the Resulting Company. In case necessary approvals are not received by the Effective Date and there is delay, all such amounts shall continue to be administered by the Demerged Company as a trustee from the Effective Date till the date of actual transfer and on receiving the approvals, all the accumulated amounts till such date, shall be transferred to the respective funds of the Resulting Company in accordance with the approvals that have been obtained.

13. SAVINGS OF CONCLUDED TRANSACTIONS

The demerger and vesting of the assets, liabilities and obligations of the Demerged Undertaking as per this Scheme, and the continuance of the proceedings by or against the Resulting Company under Clause 10 hereof shall not affect any transaction or proceedings already completed by the Demerged Undertaking on or after the Appointed Date but before the Effective Date, to the end and intent that the Resulting Company accepts all acts, deeds and things done and executed by and / or

on behalf of the Demerged Company as acts, deeds and things done and executed by and on behalf of the Resulting Company.

14. DIVIDEND

14.1 The Demerged Company and the Resulting Company shall be entitled to declare and pay dividend, whether interim or final, to their respective shareholders in respect of the accounting period prior to the Effective Date.

14.2 It is clarified that the aforesaid provisions in respect of declaration of dividend are enabling provisions only and shall not be deemed to confer any right on the Demerged Company to demand or claim any dividend which, subject to the provisions of the said Act, shall be entirely at the discretion of the Board of the Resulting Company, subject to such approval of the shareholders, as may be required.

15. TREATMENT OF TAXES

15.1 All taxes (including income tax, sales tax, service tax, etc.) paid or payable by the Demerged Company, in respect of the operations and / or the profits of the Demerged Undertaking before the Appointed Date, shall be on account of the Demerged Company, and insofar as it relates to the tax payment (including, without limitation, sales tax, income tax, service tax etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Demerged Company in respect of the profits or activities or operation of the Demerged Undertaking after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Resulting Company, and shall, in all proceedings, be dealt with accordingly.

15.2 Without prejudice to the generality of the foregoing on and from the Appointed Date, if any certificate for tax deducted at source or any other tax credit certificate relating to the Demerged

Undertaking is received in the name of the Demerged Company, it shall be deemed to have been received by and in the name of the Resulting Company which alone shall be entitled to claim credit for such tax deducted or paid.

- 15.3 Upon the coming into effect of this Scheme, the Demerged Company and the Resulting Company are expressly permitted to revise their respective tax returns and related withholding tax certificates, including withholding tax certificates relating to transactions between the Demerged Company and the Resulting Company, to the extent required and to claim refunds, advance tax and withholding tax credits, and benefit of credit for minimum alternate tax, or any other tax related compliances or filings of forms.
- 15.4 The service tax paid by the Demerged Company under the Finance Act, 1994 in respect of services provided by the Demerged Undertaking for the period commencing from the Appointed Date shall be deemed to be the service tax paid by the Resulting Company, and credit for such service tax shall be allowed to the Resulting Company notwithstanding that challans for service tax payments are in the name of the Demerged Company and not in the name of the Resulting Company.

PART IV

GENERAL TERMS & CONDITIONS

16. LISTING REGULATIONS AND SEBI COMPLIANCE

- 16.1 On approval of the scheme by Hon'ble High Court, the Resulting Company shall apply for listing and trading permissions of its shares to the BSE and NSE and comply with the SEBI guidelines in this regard.

- 16.2 The Demerged Company being a listed company, shall comply with all requirements under the SEBI (Listing Obligations and Disclosure Requirements), Regulations, 2015 (“Listing Regulation”) and all the statutory directives of the SEBI in so far as they relate to sanction and implementation of this Scheme.
- 16.3 The Demerged Company in compliance with the Listing Agreement shall apply for approval of the BSE and NSE where the shares are listed in terms of Regulation 37 of the Listing Regulation before approaching the High Court for the sanction of the Scheme.
- 16.4 New equity shares allotted to the shareholders of the Demerged Company in the Resulting Company in terms of Clause 6.1 shall remain frozen in the depositories system between the date of allotment of the equity shares of the Resulting Company to the shareholders of the Demerged Company and the date of listing of the equity shares of the Resulting Company with the stock exchanges and the grant of consequential listing / trading permission by the Stock Exchanges.

17. APPLICATION TO HIGH COURT

The Demerged Company and the Resulting Company shall as may be required make applications and / or petitions under Sections 391 to 394 of the Act and other applicable provisions of the Act to the High Court of Judicature at Bombay for sanction of this Scheme and all matters ancillary or incidental thereto.

18. MODIFICATIONS OR AMENDMENTS TO THE SCHEME

- 18.1 The Demerged Company and the Resulting Company by their respective Board of Directors may assent to any modifications / amendments to the Scheme or to any conditions or limitations

that the Court and / 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) subject to the approval of the Hon'ble High Court of Judicature at Bombay or any other authorities under applicable law. The Demerged Company and the Resulting Company by their respective Board of Directors be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or in any matter concerned or connected therewith.

- 18.2 In the event any of the conditions that may be imposed by the Court, while sanctioning the Scheme, which the Board of Directors of the Demerged Company and the Resulting Company may find unacceptable for any reason, then the Demerged Company and the Resulting Company are at liberty to withdraw from the Scheme.

19. CONDITIONALITY OF THE SCHEME

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

- 19.1 The requisite consents, approvals or permissions of any governmental or regulatory authority, which by law may be necessary for the implementation of this Scheme.
- 19.2 The Scheme being approved by the requisite majorities in number and value of the members and / or creditors of the Demerged Company and the Resulting Company as may be directed by the Hon'ble High Court of Judicature at Bombay or any other competent authority, as may be applicable.
- 19.3 The Scheme being approved by the BSE and NSE under Regulation 37 of the Securities and Exchange Board of India

(Listing Obligations and Disclosure Requirements) Regulations, 2015.

- 19.4 The Scheme being approved by the National Housing Bank under the Housing Finance Companies (NHB) Directions, 2010.
- 19.5 The sanction of the High Court under Sections 391 to 394 of the Act in favour of the Demerged Company and the Resulting Company under the said provisions and to the necessary Order under Section 394 of the Act being obtained; and
- 19.6 Certified copies of the Orders of the High Court of Judicature at Bombay sanctioning the Scheme being filed with the Registrar of Companies, Maharashtra at Mumbai by the Demerged Company and the Resulting Company.

20. EFFECT OF NON-RECEIPT OF APPROVALS

In the event of any of the said sanctions and approvals referred to in the preceding clause not being obtained and / or the Scheme not being sanctioned by the Bombay High Court or such other competent authority and / or the Order not being passed as aforesaid before December 31, 2017 or within such further period or periods as may be agreed upon between the Demerged Company and the Resulting Company by their Board of Directors (and which the Board of Directors of the companies are hereby empowered and authorised to agree to and extend the Scheme from time to time without any limitation), this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and / or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law.

21. REPEALS AND SAVINGS

Any matter filed with Registrar of Companies, Regional Director or the Central Government under the Companies Act, 1956, before the notification of the corresponding provisions under the Companies Act, 2013 and not fully addressed at that time shall be concluded by the Registrar of Companies, Regional Director or the Central Government, as the case may be, in terms of the Act. Any direction or order given by the Hon'ble High Court under the provisions of the Act and any act done by the Demerged Company and the Resulting Company, based on such directions or order shall be deemed to be in accordance with and consistent with the provisions of the Companies Act, 2013.

22. COSTS, CHARGES AND EXPENSES

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) arising out of, or incurred in carrying out and implementing this Scheme and matters incidental thereto, shall be borne by the Demerged Company.

Reliance Home Finance Limited

Shareholding Pattern under Regulation 31 of SEBI (LODR) Regulations, 2015 post Scheme of Arrangement

Table I - Summary Statement holding of specified securities

Cate gory (I)	Category of shareholder (II)	Nos. of share- holders (III)	No. of fully paid up equity shares held (IV)	No. of Partly paid- up equity shares held (V)	No. of shares underlying Depositor y Receipts (VI)	Total nos. shares held (VII) = (IV) + (V) + (VI)	Shareholding as a % of total no. of shares (calculated as per SCRR, 1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities (IX)			No. of Shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI) = (VII) + (X) As a % of (A+B+C2)	Number of Locked in shares (XII) *		Number of Shares pledged or otherwise encumbered (XIII)		Number of equity shares held in dematerialize d form (XIV)	
								No. of Voting Rights					Total as a % of (A+B+C)	No. (a)	As a % of total Shares held (b)	No. (a)		As a % of total Shares held (b)
								Class : Equity	Class : NA	Total								
(A)	Promoter & Promoter Group	11	363751491	0	0	363751491	75.00	363751491	0	363751491	75.00	NA	NA	0	0.00	47000000	12.92	363751491
(B)	Public	949970	121250497	0	0	121250497	25.00	121250497	0	121250497	25.00	NA	NA	0	0.00	0	0.00	113461007
(C)	Non Promoter-Non Public	0	0	0	0	0	0	0	0	0	0.00	NA	NA	0	0	0	0.00	0
(C1)	Shares underlying DRs	0	0	0	0	0	0	0	0	0	0.00	NA	NA	0	0.00	0	0.00	0
(C2)	Shares held by Employee Trusts	0	0	0	0	0	0.00	0	0	0	0.00	NA	NA	0	0.00	0	0.00	0
	Total	949981	485001988	0	0	485001988	100.00	485001988	0	485001988	100.00	NA	NA	0	0.00	47000000	9.12	477212498

* Promoters holding will be locked in as per the applicable SEBI Regulations upon listing of shares.





May 7, 2018

The Manager – Listing
BSE Limited
(BSE: 507685)

The Manager – Listing
National Stock Exchange of India Limited.
(NSE: WIPRO)

The Market Operations,
NYSE, New York
(NYSE: WIT)

Dear Sir/Madam,

Sub: Intimation

We write further to our letter dated April 25, 2018, informing about the approval of the Board of Directors of the Company to the scheme of amalgamation ("**Scheme of Amalgamation**") providing for the merger of its wholly owned subsidiaries, Wipro Technologies Austria GmbH, Wipro Information Technology Austria GmbH, New Logic Technologies SARL and Appirio India Cloud Solutions Private Limited ("**Transferor Companies**") with Wipro Limited ("**Transferee Company**"), pursuant to sections 230 to 232 read with section 234 and other relevant provisions of the Companies Act, 2013.

Pursuant to regulation 37(6) of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI Circular bearing no. CFD/DIL3/CIR/2017/21 dated March 10, 2017, we are enclosing herewith copy of the Scheme of Amalgamation and extract of the resolutions passed by the Board of Directors for your records.

Thanking you,

For Wipro Limited

M Sanaulla Khan
Company Secretary

ENCL: As above.

Registered Office:

Wipro Limited
Doddakannelli
Sarjapur Road
Bengaluru 560 035
India

T : +91 (80) 2844 0011
F : +91 (80) 2844 0054
E : info@wipro.com
W : wipro.com
C : L32102KA1945PLC020800



SCHEME OF AMALGAMATION AND MERGER

OF

WIPRO TECHNOLOGIES AUSTRIA GMBH

AND

WIPRO INFORMATION TECHNOLOGY AUSTRIA GMBH

AND

NEWLOGIC TECHNOLOGIES SARL

AND

APPIRIO INDIA CLOUD SOLUTIONS PRIVATE LIMITED

WITH

WIPRO LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS

GENERAL

I. PURPOSE OF SCHEME

Wipro Limited is a leading global information technology (IT), consulting and business process services company engaged in the business of manufacture or production and licensing of computer software, provision of IT enabled services and trading in IT products (“**Transferee Business**”). This Scheme (defined herein) provides for the merger of the businesses of the industrial undertakings of Wipro Technologies Austria GmbH, Wipro Information Technology Austria GmbH, NewLogic Technologies SARL and Appirio India Cloud Solutions Private Limited with Wipro Limited by way of amalgamation pursuant to Sections 230 to 232 read with Section 234 and other relevant provisions of the Companies Act, 2013, to the extent applicable, Austria’s Federal Law on the Conversion of Commercial Companies (UmwG) (defined herein) and the French Law applicable to mergers (defined herein).

Wipro Technologies Austria GmbH, Wipro Information Technology Austria GmbH, NewLogic Technologies SARL and Appirio India Cloud Solutions Private Limited are wholly owned subsidiaries of Wipro Limited, which are engaged *inter alia* in the business of manufacture or production and licensing of computer software and provision of IT enabled services (“**Transferor Businesses**”), further explained below:

1. Wipro Technologies Austria GmbH, Wipro Information Technology Austria GmbH and NewLogic Technologies SARL, which are part of the NewLogic Technologies group acquired by Wipro in 2005, are leading semi-conductor design services providers and suppliers of Intellectual Property (IP) cores for complex wireless and wireline applications. NewLogic Technologies owns IPs in this segment which contains software, silicon proven wireless LAN multi-band radio module and mixed-signal blocks.
2. Appirio India Cloud Solutions Private Limited is a cloud application services provider engaged *inter alia* in the business of developing, integrating, designing and maintaining cloud applications.

II. RATIONALE FOR THE SCHEME

The Board of Directors/sole shareholder, as applicable, of Wipro Technologies Austria GmbH, Wipro Information Technology Austria GmbH, NewLogic Technologies SARL and Appirio India Cloud Solutions Private Limited, and the Board of Directors of Wipro Limited believe that the following benefits will accrue, pursuant to the amalgamation of the Transferor Companies (defined herein) into the Transferee Company (defined herein):

1. The amalgamation will enable the Transferee Company to integrate its business operations and provide impetus to the operations of the Transferee Company. The consolidation of the activities by way of an amalgamation will provide seamless access to the assets (including intangible assets, licenses and intellectual properties) of the Transferor Companies, which will lead to synergies of operations, reduction in overheads including administrative, managerial and other expenditure, operational rationalization, organizational efficiency and optimal utilization of resources.
2. The combined entity will have a bigger portfolio of services targeted at a wider array of customers, which will strengthen its competitive position in providing IT services/software and technology related services markets. This will also enable the Transferee Company to address newer solutions and services to its customers and to the Transferor Companies' customers and enhance its marketing capabilities.
3. Rationalizing multiple subsidiaries in the group to ensure optimised legal entity structure more aligned with the business by reducing the number of legal entities and re-organising the legal entities in the group structure.
4. Significant reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by the Transferor Companies and the Transferee Company.
5. Concentrated effort and focus by the management to grow the business by eliminating duplicative communication and burdensome co-ordination efforts across multiple entities and countries.
6. The banks, creditors and financial institutions, if any, of the Transferor Companies will not be adversely affected by the proposed amalgamation as their existing security, if any, on any outstanding borrowings/credit facility is maintained.

In view of the aforesaid, the Board of Directors (defined herein) of the Transferee Company and the Board of Directors/sole shareholder, as applicable, of the Transferor Companies have considered the Scheme, whereunder the entire Undertakings (defined herein) and business of the Transferor Companies would be transferred and vested with and into the Transferee Company pursuant to Sections 230 to 232 read with Section 234 and other relevant provisions of the Companies Act, 2013, to the extent applicable, Austria's Federal Law on the Conversion of Commercial Companies (UmwG) and the French Law applicable to mergers.

III. PARTS OF THE SCHEME

The Scheme is divided into following parts:

- (i) **Part A** – dealing with definition of the terms used in this Scheme and setting out the share capital of the Transferor Companies and the Transferee Company;
- (ii) **Part B** – dealing with the transfer and vesting of the Undertakings (defined herein) of the Transferor Companies with and into the Transferee Company;

- (iii) **Part C** – dealing with the consideration for the amalgamation and increase in authorized capital of the Transferee Company;
- (iv) **Part D** – dealing with the accounting treatment in the books of the Transferee Company;
- (v) **Part E** – dealing with the procedures relating to the Transferor Companies 1 & 2 under the Applicable Laws of Austria; and
- (vi) **Part F** – dealing with the procedures relating to the Transferor Company 3 under the Applicable laws of France; and
- (vii) **Part G** – dealing with the dissolution of the Transferor Companies and the general terms and conditions applicable to this Scheme and other matters consequential and integrally connected thereto.

PART A

DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

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

- 1.1 **“Act”** means the Companies Act, 2013, and rules and regulations made thereunder and shall include any statutory modifications, re-enactment or amendment thereto from time to time.
- 1.2 **“Applicable Law(s)”** means any statute, notification, bye laws, rules, regulations, guidelines, common law, policy, code, directives, ordinance, schemes, notices, orders or instructions, law enacted or issued or sanctioned by any Appropriate Authority including any modification or re-enactment thereof for the time being in force.
- 1.3 **“Appirio India Cloud Solutions Private Limited”** or **“Transferor Company 4”** is a Company incorporated under the Companies Act, 1956 having its registered office at SJP-1, A Block, Doddakannelli, Sarjapur Road, Bangalore- 560035 and Corporate Identity Number U72200KA2013FTC112246.
- 1.4 **“Appointed Date”** means April 1, 2018 or such subsequent date (if any) as may be decided by the Board of Directors/sole shareholder, as applicable, of the Transferor Companies and the Board of Directors of the Transferee Company or such date as may be approved by the National Company Law Tribunal at Bengaluru or such other appropriate date as the Appropriate Authority may decide.
- 1.5 **“Austrian Law”** means the Federal Law on the Conversion of Commercial Companies (UmwG), Austria, as amended from time to time.
- 1.6 **“Board of Directors”** or **“Board”** means the board of directors or the sole manager or managers (wherever applicable) of the Transferor Companies or the board of directors of the Transferee Company or both, as the case may be, and shall include any duly constituted committee or authorised official(s) thereof.
- 1.7 **“Effective Date”** means the last of the dates on which the sanctions, approvals, consents, matters or filings referred to in Clause 18 of this Scheme is complied with or obtained or waived, as the case may be. Reference in the Scheme to “upon the Scheme becoming effective” shall mean the Effective Date.
- 1.8 **“French Law”** means the French legal provisions applicable to mergers under articles L. 236-1 to L. 236-24 of the French Commercial Code as amended from time to time.

- 1.9 **“Government Authority”** or **“Appropriate Authority”** means the central government, any applicable state or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction.
- 1.10 **“NewLogic Technologies SARL”** or **“Transferor Company 3”** is a French limited liability company having its registered office at Tour Prisma, 4-6 Avenue d’Alsace 92400 Courbevoie – Paris la Défense registered with the Nanterre Trade and Companies register under n° 428 207 906.
- 1.11 **“Relevant Jurisdiction”** means the territories of the Republic of India and the territories of France and Austria as the case may be.
- 1.12 **“Registrar of Companies”** means the Registrar of Companies, Karnataka, India and the registrar or its equivalent of such other Government Authority who has oversight on the company from a corporate law perspective.
- 1.13 **“Scheme”** or **“the Scheme”** or **“this Scheme”** means this scheme of amalgamation in its present form, submitted to the National Company Law Tribunal or any other Appropriate Authority in the Relevant Jurisdiction, or with any modification(s) made under Clause 20 of this Scheme, as approved or directed by the National Company Law Tribunal or any other Appropriate Authority.
- 1.14 **“Transferor Companies”** means Transferor Company 1, Transferor Company 2, Transferor Company 3 and Transferor Company 4 collectively.
- 1.15 **“Tribunal”** means the National Company Law Tribunal, Bengaluru Bench, constituted under Section 408 and other applicable provisions of the Act.
- 1.16 **“Undertaking”** shall mean and include the whole of the industrial undertaking(s) of the Transferor Companies, as a going concern, including its businesses (more elaborately described as Transferor Businesses), all secured and unsecured debts, liabilities, losses, duties and obligations and all the assets, properties, rights, titles and benefits, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but without being limited to fixed assets, current assets, investments, funds, licenses, registrations, intangibles, leases, licenses, tenancy rights, premises, lending arrangements, benefits of security arrangements, computers, office equipment, telephones, telexes, facsimile connections, communication facilities, service connections, benefits of agreements, contracts and arrangements including but not limited to contracts entered into with vendors, customers and service providers, powers, authorities, permits, allotments,

approvals, consents, privileges, liberties, easements and all the right, title, interest, benefit and advantage, reserves, provisions, advances, receivables, deposits, funds, cash, bank balances, accounts and all other rights, benefits of all agreements, subsidies, grants, tax credits (including but not limited to credits in respect of income tax, sales tax, etc.), software license(s), intellectual property(ies), domain/websites, etc. in connection with/relating to the Transferor Companies and other claims and powers, of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Companies, as on the Appointed Date.

- 1.17 **“Wipro Information Technology Austria GmbH” or “Transferor Company 2”** having its corporate seat in Feldkirch, Austria, registered with the Companies’ Register under number FN 269351 f and having its registered office at Reichsstrasse 126, 1st floor, 6800 Feldkirch, Austria.
- 1.18 **“Wipro Limited” or “Transferee Company”** is a company incorporated under the Companies Act, 1913 having its registered office Doddakannelli, Sarjapur Road, Bangalore - 560 035 and Corporate Identity Number L32102KA1945PLC020800.
- 1.19 **“Wipro Technologies Austria GmbH” or “Transferor Company 1”** having its corporate seat in Feldkirch, Austria, registered with the Companies’ Register under number FN 158560 b and having its registered office at Reichsstrasse 126, 1st floor, 6800 Feldkirch, Austria.
- 1.20 All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

2. **SHARE CAPITAL**

2.1 **Wipro Technologies Austria GmbH (Transferor Company 1)**

The share capital of Wipro Technologies Austria GmbH as at April 25, 2018 was as follows:

Particulars	Amount (EUR)
Paid up Share Capital (100% held by Transferee Company)	10,710,832

2.2 **Wipro Information Technology Austria GmbH (Transferor Company 2)**

The share capital of Wipro Information Technology Austria GmbH as at April 25, 2018 was as follows:

Particulars	Amount (EUR)
Paid up Share Capital (100% held by Transferee Company)	35,000

2.3 **NewLogic Technologies SARL (Transferor Company 3)**

The share capital of NewLogic Technologies SARL as at April 25, 2018 was as follows:

Particulars	Amount (EUR)
Paid up Share Capital 964,270 Shares of 0.64 Euro per share (100% held by Transferee Company)	617,132.80

2.4 **Appirio India Cloud Solutions Private Limited (Transferor Company 4)**

The share capital of Appirio India Cloud Solutions Private Limited as at April 25, 2018, was as follows:

Particulars	Amount (Rs.)
Authorised Share Capital 900,000 Equity Shares of Rs. 10/- each	9,000,000
Issued, Subscribed and Paid up Share Capital 800,000 Equity Shares of Rs. 10/- each (100% held by Transferee Company and its nominee)	8,000,000

2.5 **Wipro Limited (Transferee Company)**

The share capital of Wipro Limited as at April 25, 2018, was as follows:

Authorised Share Capital	Amount (Rs.)
5,500,000,000 Equity Shares of Rs.2 each	11,000,000,000/-
25,000,000 Preference Shares of Rs. 10 each	250,000,000/-
150,000 10% Optionally Convertible Cumulative Preference Shares of Rs. 100 each	15,000,000/-
Total	11,265,000,000/-
Issued, Subscribed and Paid up Share Capital	Amount (Rs.)
4,523,945,471 Equity Shares of Rs.2 each, fully paid-up	9,047,890,942/-
Total	9,047,890,942/-

The equity shares of the Transferee Company are listed on BSE Limited and National Stock Exchange of India Limited and the American Depositary Receipts are listed on the New York Stock Exchange.

3. **DATE OF TAKING EFFECT AND OPERATIVE DATE**

The Scheme set-out herein in its present form or with any modification(s) approved or imposed or directed by the National Company Law Tribunal or any other Appropriate Authority shall take effect from the Appointed Date and shall be operative from the Effective Date.

PART B

TRANSFER AND VESTING OF UNDERTAKING OF THE TRANSFEROR COMPANIES INTO THE TRANSFeree COMPANY

4. TRANSFER AND VESTING OF UNDERTAKING

- 4.1 Subject to the provisions of this Scheme as specified hereinafter and with effect from the Appointed Date, the entire business and Undertaking of the Transferor Companies, including all the debts, liabilities, losses, duties and obligations, including those arising on account of taxation laws and other allied laws, of the Transferor Companies of every description and also including, without limitation, all the movable and immovable properties and assets (whether tangible or intangible) of the Transferor Companies comprising, amongst others, all investments, receivables, actionable claims, furniture and fixtures, office equipment, telephones, telex, facsimile and other communication facilities and business licenses, permits, deposits, authorisations, approvals, lease, tenancy rights, permissions, incentives, if any, and all other rights, know-how, trade secret, patents, trademark, service mark, other intellectual property rights, registrations, title, interest, contracts including but not limited to contracts entered into with customers, vendors and service providers, consents, approvals and rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals, shall, under the provisions of Sections 230 to 232 read with Section 234 of the Act and applicable provisions of the Austrian Law and the French Law and pursuant to the order of the National Company Law Tribunal sanctioning this Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the Effective Date, be transferred and/or deemed to be transferred to and vested in the Transferee Company, so as to become the properties, assets, rights, business and Undertaking of the Transferee Company.
- 4.2 Without prejudice to the generality of Clause 4.1 above, in respect of the assets of the Transferor Companies, including cash and bank balances, as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery or otherwise, the same shall be so transferred by the Transferor Companies to the Transferee Company, without requiring any deed or instrument of conveyance for the same and shall become the property of the Transferee Company as an integral part of the assets of the Transferee Company, with effect from the Appointed Date.
- 4.3 Without prejudice to the generality of Clause 4.1 above, with effect from the Appointed Date, all debts, liabilities, duties and obligations of the Transferor Companies as on the Appointed Date whether provided for or not in the books of account of the Transferor Companies and all other liabilities which may accrue or arise after the Appointed Date but which relate to the period on or up to the day of the Appointed Date, shall be the debts, liabilities, duties and obligations of the Transferee Company including any encumbrance on the assets of the Transferor Companies or on any income earned from those assets.

- 4.4 With effect from the Appointed Date, all inter-party transactions between the Transferor Companies and between the Transferor Companies and the Transferee Company shall be considered as intra-party transactions for all purposes from the Appointed Date.
- 4.5 With effect from the Appointed Date, loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Companies and the Transferee Company shall, *ipso facto*, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the Transferee Company. It is hereby clarified that there will be no accrual of interest or other charges in respect of any inter-company loans, advances and other obligations with effect from the Appointed Date.
- 4.6 All existing securities, mortgages, charges, liens or other encumbrances, if any, as on the Appointed Date and created by the Transferor Companies after the Appointed Date, over the properties and other assets comprised in the Undertaking transferred to the Transferee Company by virtue of this Scheme and in so far as such securities, mortgages, charges, liens or other encumbrances secure or relate to liabilities of the Transferor Companies, the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferee Company, and such securities, mortgages, charges, liens or encumbrances shall not relate or attach to any other assets of the Transferee Company, provided however that no encumbrances shall have been created by the Transferor Companies over its assets after the date of filing of the Scheme, without the prior written consent of the Board of Directors of the Transferee Company, except for those done in the normal course of business.
- 4.7 All existing encumbrances over the properties and other assets of the Transferee Company or any part thereof which relate to the liabilities and obligations of the Transferee Company prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Companies transferred to and vested in the Transferee Company by virtue of this Scheme.
- 4.8 It is expressly provided that, save as herein provided, no other term or condition of the liabilities transferred to the Transferee Company is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.
- 4.9 With effect from the Appointed Date, all statutory licences, permissions, approvals or consents to carry on the operations of the Transferor Companies shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be

appropriately mutated by the statutory authorities concerned in favour of the Transferee Company upon the vesting and transfer of the undertaking of the Transferor Companies pursuant to this Scheme. The benefit of all statutory and regulatory permissions, licenses, environmental approvals and consents or other licenses and consents shall vest in and become available to the Transferee Company pursuant to this Scheme.

- 4.10 The amalgamation of the Transferor Companies with the Transferee Company, pursuant to and in accordance with this Scheme, shall take place with effect from the Appointed Date and shall be in accordance with Section 2(1B) of the Income-tax Act, 1961.

5. **STAFF, EMPLOYEES & DIRECTORS**

On the Scheme becoming effective, all staff and employees of the Transferor Companies (if any) in service on the Effective Date shall be deemed to have become staff and employees of the Transferee Company with effect from the Appointed Date or the date of joining whichever is later, without any break or interruption in their service and on the basis of continuity of service for the purpose of provident fund or gratuity or otherwise, and the terms and conditions of their employment with the Transferee Company (i.e. cost-to-company basis, in monetary terms) shall not be less favourable than those applicable to them with reference to their employment with the Transferor Companies on the Effective Date.

It is expressly provided that, on the Scheme becoming effective, the provident fund, gratuity fund, superannuation fund or any other special fund or trusts, if any, created or existing for the benefit of the staff and employees of Transferor Companies shall become trusts/funds of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such fund or funds or in relation to the obligation to make contributions to the said fund or funds in accordance with the provisions thereof as per the terms provided in the respective trust deeds, if any, to the end and intent that all rights, duties, powers and obligations of Transferor Companies in relation to such fund or funds shall become those of the Transferee Company. It is clarified that, for the purpose of the said fund or funds, the services of the staff and employees of the Transferor Companies will be treated as having been in continuous service with the Transferee Company from the date of employment as reflected in the records of Transferor Companies.

On the Scheme becoming effective, the directors of the Transferor Companies shall not be entitled to any directorship in the Transferee Company by virtue of the provisions of this Scheme.

6. **LEGAL PROCEEDINGS**

If any suit, appeal or other proceedings of whatever nature by or against the Transferor Companies are pending, including those arising on account of taxation laws and other allied laws, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the amalgamation or by anything contained in this Scheme, but the said suit, appeal 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 Companies, as if this Scheme had not been made.

In case of any litigations, suits, recovery proceedings which are to be initiated or may be initiated against the Transferor companies after the Appointed Date, the Transferee Company shall be made party thereto and any payment and expenses made thereto shall be the liability of the Transferee Company. The Transferee Company undertakes to continue to abide by the agreement/settlement if any entered into by the Transferor Companies with any of its employees, which is in force as on the Effective Date.

7. **CONTRACTS, DEEDS, ETC., AND POWER TO GIVE EFFECT TO THIS PART**

7.1 Subject to the other provisions of this Scheme, all contracts, deeds, agreements, licences, permits, registrations, approvals and other instruments, if any, of whatsoever nature to which the Transferor Companies are a party and subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party thereto, notwithstanding the terms contained in such contracts, deeds, bonds, agreements, licences, permits, registrations, approvals and other instruments.

7.2 The Transferee Company shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novation, to which the Transferor Companies will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required. Further, the Transferee Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Transferor Companies and to implement or carry out all formalities required on the part of the Transferor Companies to give effect to the provisions of this Scheme.

8. **TREATMENT OF TAXES PAID BY THE TRANSFEROR COMPANIES**

All taxes, levies, cess, etc. (whether direct or indirect) that might have been paid by the Transferor Companies (whether before or after the Appointed Date) during the period when the merger has not become effective for any tax liability that arises after the

Appointed Date shall be deemed to be tax paid by the Transferee Company and credit in respect thereof shall be given to the Transferee Company accordingly.

9. **TREATMENT OF SCHEME FOR THE PURPOSES OF INCOME TAX ACT, 1961**

- 9.1 This Scheme has been drawn up to comply with and come within the definition and conditions relating to “Amalgamation” as specified under Section 2(1B), Section 47 and such other provisions, as may be applicable, of the Income Tax Act, 1961.
- 9.2 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 any Applicable Law(s) or for any other reason whatsoever, the Scheme shall stand modified/amended to the extent determined necessary to comply and come within the definition and conditions relating to “Amalgamation” as specified in the Income Tax Act, 1961. In such an event, the clauses which are inconsistent shall be read down or if the need arises be deemed to be deleted and such modification/reading down or deemed deletion shall however not affect the other parts of the Scheme.
- 9.3 Any refund under the tax laws received by or due to the Transferor Companies consequent to any assessments made on the Transferor Companies subsequent to the Appointed Date pertaining to the business transferred and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.

PART C

CONSIDERATION FOR AMALGAMATION AND INCREASE IN AUTHORIZED CAPITAL OF TRANSFEREE COMPANY

10. **CONSIDERATION FOR AMALGAMATION**

The Transferor Companies are wholly owned subsidiaries of the Transferee Company. The entire share capital of the Transferor Companies is held by the Transferee Company. Hence, upon the Scheme becoming effective, no shares of the Transferee Company shall be allotted in lieu or exchange of the shares of the Transferor Companies. Upon the Scheme becoming effective, the entire share capital of the Transferor Companies shall be cancelled and extinguished. The investments in the shares of the Transferor Companies, appearing in the books of account of Transferee Company shall, without any further act or deed, stand cancelled. The Transferee Company will carry on the Transferor Businesses alongwith Transferee Business with reasonable diligence and business prudence to ensure that the interests of the stakeholders of Transferor Businesses are protected and enhanced.

11. **INCREASE IN AUTHORIZED CAPITAL OF TRANSFEREE COMPANY**

Upon the Scheme becoming effective, the authorized share capital of the Transferor Company 4 shall stand combined with and be deemed to be added to the authorized share capital of the Transferee Company. Filing fees and stamp duty, if any, paid by Transferor Company 4 on its authorized share capital, as applicable, shall be deemed to have been so paid by the Transferee Company on the combined authorized share capital and accordingly, the Transferee Company shall not be required to pay any fee/stamp duty for its increased authorized share capital.

Consequently, existing clause 5 of 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 Sections 61 to 64 and other applicable provisions of the Companies Act, 2013 by substituting the existing Clause with the following:

“The Authorised Share Capital of the Company is Rs. 1127,40,00,000/- (Rupees One Thousand One Hundred and Twenty Seven Crores and Forty Lakhs) divided into 550,45,00,000/- (Five Hundred and Fifty Crores and Forty Five Lakhs) equity shares of Rs. 2/- (Rupees Two) each, 2,50,00,000 (Two Crore Fifty Lakhs) preference shares of Rs.10/- (Rupees Ten) each and 1,50,000 (One Lakh Fifty Thousand) 10% optionally convertible cumulative preference shares of Rs.100/- (Rupees One Hundred) each, with power to increase and reduce or consolidate or subdivide the Capital of the Company and to divide the shares in the Capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of

the Company for the time being and to verify, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be permitted by the Act or provided by the Articles of Association of the Company for the time being.”

The approval of the Scheme by the shareholders of the Transferee Company under Sections 230 to 232 of the Act, shall be deemed to have the approval under Section 13, 61 and other applicable provisions of the Act and any other consents and approvals also required in this regard.

PART D

ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFeree COMPANY

12. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFeree COMPANY

- 12.1 The Transferee Company shall follow the requirements of Indian Accounting Standards (IndAS) 103 and other applicable Indian Accounting standards, in terms of Section 133 of the Companies Act, 2013 for the purpose of accounting for the merger.
- 12.2 The Transferee Company shall, upon the scheme becoming effective, record the assets, liabilities and reserves of the Transferor Companies in the books of accounts of the Transferee Company at the existing carrying amounts and in the same form.
- 12.3 The investment made in the Share Capital of the Transferor Companies by the Transferee Company shall stand cancelled. Difference, if any, between the investments held by the Transferee Company and assets, liabilities and reserves held by the Transferor Companies will be transferred to Common Control Transactions Capital Reserve (separately from other capital reserves).

PART E
PROCEDURES RELATING TO THE TRANSFEROR COMPANY 1 AND 2 UNDER THE LAWS
OF AUSTRIA

13. **PROCEDURES RELATING TO THE TRANSFEROR COMPANY 1 AND 2 UNDER THE LAWS OF AUSTRIA**

- 13.1 The Transferor Company 1 and Transferor Company 2 are incorporated under the laws of Austria.
- 13.2 In terms of Section 2 of the Federal Law on the Conversion of Commercial Companies (UmwG) of Austria, a company can merge with one or more companies incorporated under the laws of a jurisdiction other than that of Austria where the merger is permitted by the laws of such jurisdiction.
- 13.3 The sole shareholder of the Transferor Company 1 and Transferor Company 2 has approved the Scheme.
- 13.4 The amalgamation/merger of Transferor Company 1 and Transferor Company 2 with the Transferee Company shall be in accordance with the necessary and applicable provisions and procedural requirements under the Austrian Law and any other Applicable Law.

PART F
PROCEDURES RELATING TO THE TRANSFEROR COMPANY 3 UNDER THE LAWS OF
FRANCE

14. **PROCEDURES RELATING TO THE TRANSFEROR COMPANY 3 UNDER THE LAWS OF FRANCE**

- 14.1 The Transferor Company 3 is incorporated under the laws of France.
- 14.2 French Law does not regulate cross border mergers between a French company and another company located outside the European Union. However, French Law does not prohibit such mergers where the merger is permitted by the laws of the other jurisdiction and where the French entity follows the French Law applicable to a national merger.
- 14.3 The sole shareholder of the Transferor Company 3 has approved the Scheme.
- 14.4 The amalgamation/merger of Transferor Company 3 with the Transferee Company shall be in accordance with the necessary and applicable provisions and procedural requirements under the French Law and any other Applicable Law.

PART G

DISSOLUTION OF THE TRANSFEROR COMPANIES AND THE GENERAL TERMS AND CONDITIONS APPLICABLE TO THIS SCHEME AND OTHER MATTERS CONSEQUENTIAL AND INTEGRALLY CONNECTED THERETO

15. TRANSACTIONS BETWEEN THE APPOINTED DATE AND THE EFFECTIVE DATE (IF APPLICABLE)

During the period from the Appointed Date to the Effective Date:

- 15.1 The Transferor Companies shall carry on and be deemed to have carried on their business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of its business and Undertaking for and on account of and in trust for the Transferee Company.
- 15.2 The Transferor Companies shall carry on their business and activities in the ordinary course of business with reasonable diligence and business prudence.
- 15.3 All the profits or income accruing or arising to the Transferor Companies or expenditure or losses incurred or arising to the Transferor Companies, shall for all purposes be treated and deemed to be and accrue as the profits or income or expenditure or losses (as the case may be) of the Transferee Company.
- 15.4 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Government Authorities concerned, as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require for carrying on the business of the Transferor Companies.
- 15.5 The Transferor Companies shall carry on their business, operations or activities with reasonable diligence and business prudence and in the same manner as they had been doing hitherto and shall not venture into/expand any new businesses, alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business, without the prior consent of the Transferee Company.
- 15.6 The Transferee Company and the Transferor Companies shall also be entitled to make an application for amending, cancelling or obtaining fresh registrations, as the case may be, under all applicable laws and legislations. The Transferee Company and the Transferor Companies would be entitled to make an application for amending licenses/authorisations.

16. SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of this Scheme, the transfer and vesting of the Undertaking of the Transferor Companies under Clause 4 of this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Companies on or before the Appointed

Date or concluded between the Appointed Date and the Effective Date (both days inclusive), to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Companies as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

17. **DISSOLUTION OF THE TRANSFEROR COMPANIES**

Upon the Scheme becoming effective, the Transferor Companies shall stand dissolved without being wound up and without any further act or deed on the part of the Transferor Companies.

18. **CONDITIONALITY OF THE SCHEME**

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

- (i) The requisite consents, approvals or permissions of any Appropriate Authority(ies) from India, Austria and France, which by law may be necessary for the implementation of this Scheme;
- (ii) The approval by the requisite majority of the shareholders and/or creditors (as may be required and/or to the extent not dispensed with by the Appropriate Authority(ies)) of the Transferor Companies and the Transferee Company, as required under Applicable Law(s).
- (iii) Approval by the National Company Law Tribunal;
- (iv) The certified copy of the order of the National Company Law Tribunal sanctioning the Scheme being filed with the Registrar of Companies by the Transferee Company and the Transferor Company 4;
- (v) Compliance by the Transferor Companies and the Transferee Company of all the necessary and applicable provisions of its Applicable Law.
- (vi) Compliance with such other conditions as may be imposed by the National Company Law Tribunal or other Government Authority.

19. **APPLICATION TO THE NATIONAL COMPANY LAW TRIBUNAL**

The Transferee Company and the Transferor Company 4 shall, with all reasonable despatch, make and file applications/petitions jointly under Sections 230 to 232 read with Section 234 and other applicable provisions of the Act to the National Company Law Tribunal, within whose jurisdiction the registered office of the Transferee Company is situated, for sanctioning the Scheme.

The Transferor Companies 1, 2 and 3 shall initiate and pursue all actions necessary under the laws of Austria and France for their respective winding up. The Transferor Companies

shall take all necessary steps for sanctioning of this Scheme and for their continuing as one company with the Transferee Company and apply for and obtain such other approvals, if any, required under the Applicable Laws.

20. **MODIFICATION OR AMENDMENTS TO THE SCHEME**

The Transferee Company and the Transferor Companies by their respective Board of Directors or sole shareholder, as applicable, or any person(s) or committee authorised/appointed by them, may carry out or assent to any modifications/amendments to the Scheme or to any conditions or limitations that the National Company Law Tribunal and/or the Reserve Bank of India and/or Securities and Exchange Board of India or any other Government 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 or sole shareholder, as applicable, or the person(s)/ committee). The Transferee Company and the Transferor Companies by their respective Board of Directors or sole shareholder, as applicable, any person(s) or committee authorised or appointed by them, shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any Government Authority or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith. The Transferee Company and the Transferor Companies shall be at liberty to withdraw from this Scheme, in case of any condition or alteration imposed by the National Company Law Tribunal or any other authority. In case of any provisions that is inconsistent with the Reserve Bank of India Regulations, the scheme shall stand amended to that extent.

21. **EFFECT OF NON-RECEIPT OF APPROVALS**

In the event any of the approvals or conditions enumerated in the Scheme not being obtained or complied with, or for any other reason, the Scheme cannot be implemented, the Board of Directors of the Transferee Company and the Board of Directors/sole shareholder, as applicable, of the Transferor Companies shall by mutual agreement waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, or in case the Scheme is not sanctioned by the National Company Law Tribunal, the Scheme shall become null and void and each party shall bear and pay their respective costs, charges and expenses in connection with the Scheme.

22. **COSTS, CHARGES AND EXPENSES**

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferor Companies and the Transferee Company arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto shall be borne by the Transferee Company.

23. **MISCELLANEOUS**

In case any doubt or difference or issue shall arise among the Transferor Companies and the Transferee Company or any of their shareholders, creditors, employees and/or persons entitled to or claiming any right to any shares in the Transferor Companies or the Transferee Company, as to the construction of this Scheme or as to any account, valuation or apportionment to be taken or made in connection herewith or as to any other aspects contained in or relating to or arising out of this Scheme, the same shall be amicably settled between the Board of Directors/sole shareholder, as applicable, of the Transferor Companies and the Board of Directors of the Transferee Company and the decision arrived at therein shall be final and binding on all concerned. If any part of this Scheme hereof is invalid, ruled illegal by any National Company Law Tribunal of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Transferor Companies and the Transferee 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 any party to the Scheme, in which case the parties to the Scheme shall attempt to bring about a modification in the Scheme, as will best preserve for the parties to the Scheme, the benefits and obligations of the Scheme.



EXTRACT OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF WIPRO LIMITED AT THEIR MEETING HELD ON APRIL 25, 2018 AT BANGALORE.

MERGER OF WHOLLY OWNED SUBSIDIARIES WITH WIPRO LIMITED

The following resolution was passed unanimously:

"RESOLVED THAT pursuant to the recommendation of Audit, Risk and Compliance Committee, and the provisions of Sections 230 to 232 and Section 234 and other applicable provisions, if any, of the Companies Act, 2013 and subject to the requisite approval of the shareholders of the Company and subject to approval of the jurisdictional National Company Law Tribunal (NCLT) and other requisite approvals (as may be necessary) being obtained, the consent of the Board of Directors ("**Board**") be and is hereby accorded to the Amalgamation/Merger of the businesses of the industrial undertakings of Wipro Technologies Austria GmbH, Wipro Information Technology Austria GmbH, NewLogic Technologies SARL and Appirio India Cloud Solutions Private Limited (hereinafter referred to as the "**Transferor Companies**") with its holding company viz. Wipro Limited ("**Transferee Company**") as per the Scheme of Amalgamation/Merger of the Transferor Companies with the Transferee Company (the "**Scheme**") placed before this Board.

RESOLVED FURTHER THAT the draft Scheme as recommended by the Audit, Risk and Compliance Committee providing for amalgamation/merger of the Transferor Companies with the Transferee Company, with effect from "the Appointed Date" as defined in the Scheme and also providing for various other matters connected with and/or consequential and/or incidental thereof, submitted before the Board, duly initialed by the Chairman for the purpose of identification, be and is hereby approved, subject to such changes, alterations and amendments as may be required or considered necessary or expedient.

RESOLVED FURTHER THAT the Report u/s 232(2)(c) of the Companies Act, 2013 duly initialed by the Chairman for the purpose of identification, be and is hereby approved and Mr. Azim H Premji, Chairman and Managing Director and Mr. Rishad Premji, Executive Director and Chief Strategy Officer be and are hereby authorized to sign and issue the same on behalf of the Board.

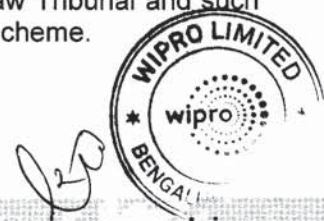
RESOLVED FURTHER THAT the Board noted the draft certificate from Deloitte Haskins & Sells, the statutory auditors, confirming that the accounting treatment contained in the scheme of amalgamation is in accordance with the accounting standards notified under section 133 of the Companies Act, 2013, read with the rules made thereunder and other generally accepted accounting principles, as applicable.

RESOLVED FURTHER THAT BMP & Co. LLP, Company Secretaries, be and are hereby appointed as the legal advisors to advise and act for the Company in relation to the Scheme and Mr. Pramod S M and Mr. Biswajit Ghosh, Partners, be and are hereby severally authorized to represent the Company before the National Company Law Tribunal and such other regulatory authorities as may be required in connection with the Scheme.

Registered Office:

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India

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C : L32102KA1945PLC020800





RESOLVED FURTHER THAT Mr. Azim H Premji, Chairman and Managing Director, Mr. Rishad Premji, Executive Director and Chief Strategy Officer, Mr. M K Sharma, Independent Director, Mr. Jatin P Dalal, Chief Financial Officer, Mr. Aravind V S, Vice President- Investor Relations & Corporate Treasurer, Mr. K Balasubramanian, Vice President, Corporate Taxation and Mr. M Sanaula Khan, Company Secretary, be and are hereby severally authorized to do or cause to be done, all acts, deeds, matters and things, as may be necessary to give effect to the Scheme, including without limitation the following:

- (a) Make appropriate applications, filings (as applicable) and to notify, obtain no-objection or approval (as applicable) from and/or represent before the relevant offices of the concerned Registrar of Companies, National Company Law Tribunal, offices of the relevant Regional Director, Reserve Bank of India (RBI), Stock Exchanges, Securities and Exchange Board of India (SEBI), Competition Commission of India (CCI) and any other court, tribunal or authority (in India or elsewhere in the world), as required for the purposes of carrying into effect the Scheme.
- (b) Finalise the Scheme and make and agree to such alterations and changes to the Scheme as may in their opinion be desirable or expedient including as may be necessary for satisfying the requirements or conditions imposed by the relevant National Company Law Tribunal, Stock Exchanges, SEBI, RBI or any other authority concerned.
- (c) Filing of applications with the National Company Law Tribunal or other competent authority seeking directions as to convening or dispensing with the meeting(s) of Equity Shareholders and/or creditors of the Company and where necessary, to take steps to convene and hold such meetings as per the directions of the National Company Law Tribunal.
- (d) Seek approval of shareholders and/or creditors and to do all acts, deeds, matters and things as may be considered necessary and expedient in relation to the above, including approving the notice of meetings, convening and conduct of meetings of shareholders and/or creditors and/or such other classes of persons as may be directed by the relevant National Company Law Tribunal, to engage lawyers, scrutinisers and other advisors, and to do all acts and things as may be considered necessary and expedient in this regard.
- (e) Authenticate any document, instrument and record of the Company and to sign all the papers, documents, writings, applications, petitions, affidavits, representations, pleadings, public advertisements etc. which are required to be signed, executed, delivered for carrying into effect the Scheme in all respects whatsoever and/or for obtaining directions (including but not limited to from the National Company Law Tribunal) and to deliver a certified copy of this resolution to any concerned party or authorities and for this purpose, to appear in person and/or represent the Company before the National Company Law Tribunal or any other authority.
- (f) Authorise any executive(s) of the Company to sign all the papers, documents, writings, applications, petitions, affidavits, representations, pleadings, public advertisements etc. which are required to be signed, executed, delivered for carrying into effect the Scheme in all respects whatsoever and/or for obtaining directions (including but not limited to from the National Company Law Tribunal) and to deliver a certified copy of this resolution

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to any concerned party or authorities and for this purpose, to appear in person and/or represent the Company before the Courts or any other authority.

- (g) To do all acts, deeds, matters and things that may be required and to take all necessary actions and steps as are required for the implementation and consummation of the Scheme in all respects whatsoever and for obtaining the requisite approvals and orders from all concerned authorities (including relevant authorities in India and elsewhere in the world) and the National Company Law Tribunal respectively.
- (h) To engage consultants, advocates, practising Company Secretaries, legal experts, solicitors, valuers, merchant bankers, or any other professionals or other persons and counsels as may be considered necessary in connection with any aspect relating to the Scheme, and to execute authority letters, power of attorney, vakalatnama, memorandum of appearance and any other documents with respect thereto.
- (i) To sign and submit on behalf of the Company, affidavits and other documents for dispensation of shareholders' meeting of Appirio India Cloud Solutions Private Limited and to carry out all actions necessary to give effect to the said purpose.
- (j) To settle any question or difficulty that may arise with regard to the implementation of the Scheme, and to give effect to these resolutions.
- (k) To do all such acts, deeds and things as may be considered necessary and incidental to give complete effect to the Scheme and to this resolution, including for the purposes of effectuating the intent and/or requirements of any of the provisions of the Scheme.

RESOLVED FURTHER THAT the documents, wherever required, be executed by affixing the common seal of the Company in the presence of any one of the following namely Mr. Jatin P Dalal, Chief Financial Officer, Mr M Sanaulla Khan, Company Secretary, Mr. K Balasubramanian, Vice President, Corporate Taxation, Mr. Aravind VS, Vice President - Investor Relations & Corporate Treasurer and Mr. G Kothandaraman, Head-Secretarial & Compliance, each of whom may either sign or countersign the same in token thereof."

**Certified True Copy
For Wipro Limited**


M Sanaulla Khan
Company Secretary



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