

**SCHEME OF AMALGAMTION  
BETWEEN  
RB REAL ESTATE PRIVATE LIMITED  
AND  
MADHAV URJA PRIVATE LIMITED  
AND  
MADHAV HEIGHTS PRIVATE LIMITED  
WITH  
MADHAV INFRA PROJECTS LIMITED  
AND  
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

**UNDER  
SECTIONS 233 OF THE COMPANIES ACT, 2013 READ WITH RULE 25 OF  
COMPANIES  
(COMPROMISE, ARRANGEMENTS AND AMALGAMTIONS) RULES,2016 AND  
OTHER APPLICABLE PROVISIONS**

**I. PURPOSE OF THE SCHEME**

- 1.1 The Scheme of Arrangement is presented under section 233 of the Companies Act, 2013 read with provision of Rule 25 of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and include any statutory modification or re-enactment thereof for the time being in force for amalgamation of RBReal Estate Private Limited (RBR), Madhav Urja Private Limited (MUPL) and Madhav Heights Private Limited (MHPL) with Madhav Infra Projects Limited (MIPL).RBR, MUPL, MHPLare wholly owned subsidiaries of MIPL. The present scheme is therefore subject to approval of the Central Government through its Regional Director, North Western Region without recourse to proceedings before National Company Law Tribunal (NCLT).
- 1.2 The transferor Companies are wholly owned subsidiary Companies of transferee Company and there is no consideration and the transferee Company will not issue any shares under this scheme of arrangement. The existing shareholding of the transferee Company in transferor Companies gets cancelled pursuant to the Scheme of Arrangement.



**II. PARTS OF THE SCHEME**

The Scheme of Arrangement is divided into the following parts:

**Part A** – Deals with the Definitions, Interpretation and Share Capital;

**Part B** – Deals with the Amalgamation by the transfer and vesting of undertakings of the Transferor Companies into the Transferee Company in accordance with the Scheme i.e. from RBR, MUPL, MHPL into MIPL;



**PART A**  
**DEFINITIONS, INTERPRETATION AND SHARE CAPITAL**

1. **DEFINITIONS**

In this Scheme of Arrangement, unless inconsistent with the subject or context, the following expression shall have the meanings respectively assigned against them:

- 1.1 **"Act" or "the Act"** means the Companies Act, 2013, the rules and regulations made thereunder and will include any statutory modification or re-enactment thereof for the time being in force;
- 1.2 **"Appointed Date"** means April 01, 2020 or such other date as may be fixed or approved by the Regional Director, North Western Region or NCLT or such other competent Authority as the case may be.
- 1.3 **"Amalgamation"** means the transfer and vesting of undertakings of the Transferor Companies into the Transferee Company in accordance with the Scheme.
- 1.4 **"Central Government"** means the Government of India and vide notification No S.O. 4090(E) dated 19th December 2016, Central Government has delegated powers vested in it under section 233 of the Companies Act, 2013 to the Regional Director, North Western Region.
- 1.5 **"Effective Date"** means the date on which the authenticated copies or certified copies of the Orders of sanction of scheme by Central Government or NCLT as the case may be, is filed with the Registrar of Companies, Gujarat under section 233 of Companies Act, 2013 by each Companies involved in the Scheme. Subject to provision of Section 232(6) of the Companies Act, 2013.
- Any references in the Scheme to the date of "upon the Scheme becoming effective" or "effectiveness of the Scheme" shall mean the Effective Date.
- 1.6 **Stock Exchange** means BSE Limited the exchange where the shares of the transferee Company is listed
- 1.7 **"The Scheme"** means this Scheme of Amalgamation in its present form or with any modifications approved or imposed or directed by the Registrar of



Companies, Gujarat and/or Official Liquidator, Ahmedabad, Regional Director, North Western Region, Gujarat.

1.8 **"Transferee Company"** shall mean Madhav Infra Projects Limited (MIPL) (CIN: L45200GJ1992PLC018392), a company incorporated under the Act, having its registered office at Madhav House, Plot No. 04, Nr. Panchratna Building, Subhanpura Vadodara - 390023, Gujarat. The transferee Company is a listed entity with BSE Limited with the Scrip code 539894. All the three transferor Companies are wholly owned subsidiary Companies of this Company. The PAN of the Company is AADCM1157C.

1.9 **"Transferor Companies"** means the following companies:-

- a. RB Real Estate Private Limited (RBR)[CIN: U45200GJ2006PTC047686]: The Company incorporated under the Companies Act, 1956/ 2013 and with having its registered office at T-17/18, National Plaza, R.C Dutt Road, Vadodara- 390 007, Gujarat. The PAN of the Company is AADCR7890P.
- b. Madhav Urja Private Limited (MUPL)[CIN: U40106GJ2012PTC071267]: The Company incorporated under the Companies Act, 1956 and with having its registered office at 101, Gayatri Apartment, B, Tower 74, Alkapuri Society Vadodara - 390005 (Gujarat). The PAN of the Company is AAICM2161P.
- c. Madhav Heights Private Limited (MHPL)[CIN: U45201GJ2010PTC061012]: The Company incorporated under the Companies Act, 1956 and with having its registered office at Madhav House, Plot No. 4, Nr. Panchratna Building, Subhanpura, Vadodara - 390023 (Gujarat). The PAN of the Company is AAICM6972A.

1.10 **"Undertakings of Transferor Companies"** means and include:-

- a) All the assets and properties of the Transferor Companies as on the Appointed Date.
- b) All the debts, liabilities, duties and obligations of the Transferor Companies as on the Appointed Date.
- c) Without prejudice to the generality of Sub-clause (a) above the undertaking of the transferor companies shall include all the transferor companies' reserves, provisions, funds, moveable and immovable properties, assets including investments, claims, powers, authorities, authorized capital, allotment, approvals, consents, registrations, contracts, enactments, deferred income,



arrangements, rights, titles, interest, benefits, advantages, leasehold rights and other intangible rights, industrial and all licenses, permits, pre & post authorizations, quota, rights, trade marks, patents, brands, secret formulae, drawings, research rights and other industrial intellectual properties, imports, telephone/facsimile/telex and other communication facilities, Electrical Connections, non conventional devices and equipments including Computers, Hardwares, Softwares, and other electronic equipments and instruments, system of any kind whatsoever, rights and benefits of all agreements and other interests including rights & benefits under various schemes of different Taxation Laws as may belong to or be available to the Transferor Companies, rights and powers of every kind, nature and description of whatsoever probabilities, liberties, easements, advantages, and approval of whatsoever nature and wheresoever situated, belonging to or in ownership, power or possession or control or entitlement of the Transferor Companies.

**2. 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 Central Government through the Regional Director, North Western Region, shall be effective from the Appointed Date but shall be operative from the Effective Date unless the context requires otherwise. Subject to provision of Section 232(6) of the Companies Act, 2013.

**3. DESCRIPTION OF THE COMPANIES INVOLVED**

3.1 RB Real Estate Private Limited ( Email Id: secretarial@madhavcorp.com ) Or Transferor Company bearing CIN U45200GJ2006PTC047686 was incorporated as private limited Company under the Companies Act, 1956 on 7th February, 2006 vide certificate of incorporation issued by Asst Registrar of Companies, Gujarat, Dadra & Nagar Haveli. The registered office of the Company is at T- 17/18, National Plaza, R.C Dutt Road, Vadodara- 390 007.

The main object of the Company is to carry on engineering construction and construction activity. The present Board of Directors of the Company is as follow.

Sr.No.	Name of Director	DIN	Address
1	Ashok Khurana	00003617	802, Green Woods Infinity, Opp. Vicenza Highlands, Gotri Sevasi



			Road, Vadodara -391101
2	Mohanan Chorani	00028024	1122, Dutt Nagar, Near Gayatri Nagar, Gotri, Vadodara 390021
3	Chhatrasinh Padhiar	07964655	B-79, Deep Jyoti Tenament, Bajwa Road, Vadodara -391310

The meeting of Board of Director was held on October 8, 2020 at registered office to approve the scheme of amalgamation. All the Directors were present in the Board Meeting and the said scheme was approved unanimously.

The present Promoters of the Company is as follow:

Sr. No.	Name of Promoter	PAN	Address
1	Madhav Infra Projects Ltd.	AADCM1157C	Madhav House, Near Panchratna Building, Subhanpura, Vadodara - 390023

- 3.2 Madhav Urja Private Limited (Email Id : info@ madhavcorp.com) Or Transferor Company bearing CIN: U40106GJ2012PTC071267 was incorporated as Private Limited Company under the Companies Act, 1956 on 24th July, 2012 vide certificate of incorporation issued by Asst Registrar of Companies, Gujarat, Dadra & Nagar Haveli. The registered office of the Company is at 101, Gayatri Apartment, B, Tower 74, Alkapuri Society Vadodara - 390005.

The main object of the Company to carry on the business of generating power and trading, purchasing, marketing, selling, importing, exporting producing, manufacturing, transmitting, commissioning, distributing, supplying, exchanging or otherwise dealing in all aspects of Thermal, hydro, Nuclear, Solar, Wind Power and power generated through Non-Conventional/ Renewable Energy sources including construction, generation, operation and to provide for all type of services for engineering, construction and procurement (EPC) services to generate power from solar and renewable energy recourse and for installation and main tenance of solar power plant, rooftops and any kind of equipment system related to solar and to provide services for maintenance, renovation and modernization of all kind of equipment required for solar Power and renewable Energy Resource, power Station, Gas Turbine, Wind Farms Projects and also to undertake the business of other allied/ancillary industries including those for utilization/sale/supply of steam and ash generated at power station and other by products and



install, operate and manage all necessary items equipments, cable, wires lines establishments and works in India and abroad.

The present Board of Directors of the Company is as follow:

Sr. No.	Name of Director	DIN	Address
1	Amit Khurana	00003626	6, Amravati Society, Gotri Road, Vadodara - 390023
2	Chhatrasinh Padhiar	07964655	B-79, Deep Jyoti Tenament, Bajwa Road, Vadodara -391310
3	Ashwin Kayasth	07963719	D-27, Pushti Dwar Society, Waghodia Road, Vadodara -390019

The meeting of Board of Director was held on October 8, 2020 at registered office to approve the scheme of amalgamation. All the Directors were present in the Board Meeting and the said scheme was approved unanimously.

The present Promoters of the Company is as follow:

Sr. No.	Name of Promoter	PAN	Address
1	Madhav Infra Projects Ltd.	AADCM1157C	Madhav House, Near Panchratna Building, Subhanpura, Vadodara - 390023

- 3.3 Madhav Heights Private Limited (Email Id : secretarial@madhavcorp.com) or Transferor Company bearing CIN: U45201GJ2010PTC061012 was incorporated as private limited Company under the Companies Act, 1956 on 5th June, 2010 vide certificate of incorporation issued by Asst. Registrar of Companies, Gujarat, Dadra & Nagar Haveli. The registered office of the Company is at Madhav House, Plot No. 4, Nr. Pancratna Building, Subhanpura, Vadodara - 390023.

The main Object of the Company is to carry on on in India or elsewhere the business of builders, contractors, dealers, designers, architects, constructors of all types of buildings and structures including houses, co-operative housing societies, associations, housing schemes, flats, apartments, row houses, bungalows, twin bungalows, farms, farm houses, tenaments, offices, godowns, warehouses, shops, malls, showrooms, factories, sheds, hospitals, hotels, motels, holiday resorts, shopping cum residential complexes, infrastructure work like bridges, roads, water supply system, drainage system and to develop, erect, install, alter, improve, add, establish, renovate, recondition, protect, enlarge, repair,



demolish, remove, replace, maintain, buy, sell, commercialize, turn to account, fabricate, handle and control, all such buildings and structures, and to purchase, deal in all types of immovable properties for development/ construction or for resale and any other facility that may be noticed in future as infrastructure facility either by the state Governments and/or the Government of India or any other appropriate authority or body and all kinds of civil works to deal with and improve such properties either as owners or as agents either individually or as joint venture with any other company/firm/individual/consultant whether local or foreign.

The present Board of Directors and Promoters of the Company is as follow:

Sr. No.	Name of Director	DIN	Address
1	Ashok Khurana	00003617	802, Green Woods Infinity, Opp. Vicenza Highlands, Gotri Sevasi Road, Vadodara -391101
2	Mohanan Chorani	00028024	1122, Dutt Nagar, Near Gayatri Nagar, Gotri, Vadodara 390021
3	Chhatrasinh P. Padhiar	07964655	B-79, Deep Jyoti Tenement, Bajwa Road, Vadodara -391310

The meeting of Board of Director was held on October 8, 2020 at registered office to approve the scheme of amalgamation. All the Directors were present in the Board Meeting and the said scheme was approved unanimously.

The present Promoters of the Company is as follow:

Sr. No.	Name of Promoter	PAN	Address
1	Madhav Infra Projects Ltd.	AADCM1157C	Madhav House, Near Panchratna Building, Subhanpura, Vadodara - 390023

3.4 Madhav Infra projects Limited (Email Id: gopal.shah@madhavcorp.com) or transferee Company bearing CIN:L45200GJ1992PLC018392 was incorporated as Myraj Consultancy Private Limited under the Companies Act, 1956 on 7th October, 1992 vide certificate of incorporation issued by Registrar of Companies, Gujarat, Dadra & Nagar Haveli. The Company was converted in to public limited Company on 16th December, 1994. The name of the Company was changed to Madhav Infra Projects Limited vide certificate dated 12th June, 2013. Previously the Registered office of the Company was at 24, Laxmi chambers, Navjeevan Press Road, Opp. Old Gujarat High Court, Ahmedabad-380014. The registered office of the Company was changed from 24, Laxmi chambers, Navjeevan Press Road,





Opp.Old Gujarat High Court, Ahmedabad-380014 to Madhav House, Plot No. 04, Nr. Panchratna Building, Subhanpura, Vadodara - 390023 w.e.f 1<sup>st</sup> October, 2017.

The main Object of the Company is to carry on engineering construction, construction activity and generating power through non conventional /renewable energy. The objects clause of the Company was changed on 9th March, 2020 and main object clause include object for carrying the Leasing, Trading, Hire purchase, Charting, renting of all kinds of equipments, diesel generator Sets, plant and machinery, house hold articles and other movable and immovable properties.

The present Board of Directors of the Company is as follow:

Sr.No.	Name of Director	DIN	Address
1	Ashok Khurana	00003617	802, Green Woods Infinity, Opp. Vicenza Highlands, Gotri Sevasi Road, Vadodara -391101
2	Amit Khurana	00003626	6, Amravati Society, Gotri Road, Vadodara - 390023
3	Mayur Parikh	00005646	A/52, Shaligram 3, Prahladnagar, Satellite, Ahmedabad -380015
4	Heena Parikh	02879703	T/1, Sankul Appt., Alkapuri Soc., Gulbai Tekra, Ambawadi, A'Bad - 380015
5	Pooja Shah	07502838	35/1, Jawahar Nagar Society, Vasha, Ahmedabad -380007
6	Jaini Jain	07859496	2, Avdishver Flat, Nr. Zaveri Park, Naranpura, A'bad -380013

The meeting of Board of Director was held on September 15, 2020 & October 8, 2020 at registered office of the Company to approve the scheme of amalgamation. All the Directors were present in the Board Meeting and the said scheme was approved unanimously.

The present Promoters of the Company is as follow:

Sr. No.	Name of Promoter	PAN	Address
1	Ashok Khurana	ADKPK409J	802, Green Woods Infinity, Opp. Vicenza Highlands, Gotri Sevasi Road, Vadodara -391101
2	Amit Khurana	ADDPK6791N	6, Amravati Society, Gotri Road, Vadodara - 390023



4. **SHARE CAPITAL**

4.1 The share capital of RBRas at March 31, 2020 is as under:

Particulars	Amount (in Rs.)
<b>Authorised Share Capital</b>	
2,50,000 Equity Shares of Rs. 10/- each	25,00,000
<b>Total</b>	<b>25,00,000</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
2,50,000 Equity Shares of Rs. 10/- each fully paid	25,00,000
<b>Total</b>	<b>25,00,000</b>

There is no change in the Capital Structure of the Company since then.

4.2 The share capital of MUPL as at March 31, 2020, is as under:

Particulars	Amount (in Rs.)
<b>Authorised Share Capital</b>	
5,00,000 Equity Shares of Rs. 10/- each	50,00,000
<b>Total</b>	<b>50,00,000</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
5,00,000 Equity Shares of Rs. 10/- each fully paid	50,00,000
<b>Total</b>	<b>50,00,000</b>

There is no change in the Capital Structure of the Company since then.

4.3 The share capital of MHPL as at March 31, 2020, is as under:

Particulars	Amount (in Rs.)
<b>Authorised Share Capital</b>	
4,00,000 Equity Shares of Rs. 10/- each	40,00,000
<b>Total</b>	<b>40,00,000</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
4,00,000 Equity Shares of Rs. 10/- each fully paid	40,00,000
<b>Total</b>	<b>40,00,000</b>

There is no change in the Capital Structure of the Company since then.

4.4 The share capital of MIPL as at March 31, 2020, is as under:

Particulars	Amount (in Rs.)
<b>Authorised Share Capital</b>	
2,65,00,000 Equity Shares of Rs. 10/- each#	26,50,00,000
5,55,00,000 Preference Shares of Rs.10/- each	55,50,00,000
<b>Total</b>	<b>82,00,00,000</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
64,05,724 Equity Shares of Rs. 10/- each fully paid	6,40,57,240
5,12,52,600 1% NCCC* Preference Shares of Rs. 10/- each fully paid	51,25,26,000



<b>Total</b>	<b>57,65,83,240</b>
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\*Non-Cumulative Compulsory Convertible Preference Shares

*\*the Authorised Capital of the Company shall be increased by Rs. 800,00,000/- from the amalgamation with the MSK Projects (India)(JV) Limited vide order of NCLT, Ahmedabad dated 31<sup>st</sup> August, 2017, the effect of said capital yet not reflected in the master data of the Ministry of Corporate Affairs, due to pending of approval of form of INC 28.*

The Company has sub divided its equity Capital from Rs. 10/- to Rs. 1/- in April 27, 2020 and declared Bonus in ration of 3:1 on August 06, 2020.

The Capital Structure of the Company as on date is as under:

<b>Particulars</b>	<b>Amount (in Rs.)</b>
<b>Authorised Share Capital</b>	
26,50,00,000 Equity Shares of Rs. 1/- each	26,50,00,000
5,55,00,000 Preference Shares of Rs.10/- each	55,50,00,000
<b>Total</b>	<b>82,00,00,000</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
25,62,28,960 Equity Shares of Rs. 1/- each fully paid	25,62,28,960
5,12,52,600 1% NCCC* Preference Shares of Rs. 10/- each fully paid	51,25,26,000
<b>Total</b>	<b>76,87,54,960</b>



**PART B**  
**TRANSFER AND VESTING OF DEMERGED UNDERTAKING OF**  
**RBR, MUPL, MHPL INTO MIPL**

**5. TRANSFER AND VESTING OF UNDERTAKINGS**

5.1 Upon the scheme becoming effective and with effect from the Appointed Date, the whole of the undertaking and assets and properties of the RBR, MUPL, MHPL (Transferor Companies), shall, under the provisions of Section 233 and all other applicable provisions, if any, of the Act, without any further act or deed, stand transferred to and vested in and/or deemed to be transferred to and vested in MIPL, so as to vest in MIPL all the rights, title and interest pertaining to the Undertakings, as a going concern. The transfer and vesting of Undertakings of RBR, MUPL, MHPL shall happen in the following manner:

5.1.1. Any and all assets relating to the Transferor Companies, as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and delivery or by vesting and recorded pursuant to this Scheme shall stand transferred and vested by Transferor Companies to MIPL (Transferee Company) and shall become the property and an integral part of MIPL. The vesting pursuant to this sub-clause shall be deemed to have occurred by manual delivery or endorsement, as appropriate to the property being vested and title to the property shall be deemed to have been transferred and vested accordingly.

5.1.2. Any and all movable properties of Transferor Companies, other than those specified in sub-clause 5.1.1 above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, semi-Government, local and other authorities and bodies, customers and other persons, shall without any further act, instrument or deed, be transferred and vested as the property of the MIPL.

5.1.3. It is hereby provided that all immovable properties relating to the Transferor Companies shall stand vested in and/ or be deemed to have been vested in the Transferee Company, by operation of law pursuant to the vesting order of the Central Government through its Regional Director, North Western Region sanctioning the Scheme and the order of the Central Government through its Regional Director, North Western Region shall for all purposes be treated as the instrument conveying transfer of such properties and assets to



Transferee Company without requiring the execution of any other deed or document or instrument of conveyance.

5.1.4. With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature and description of Transferor Companies shall, without any further act or deed be and stand transferred to MIPL so as to become as from the Appointed Date, the debts, liabilities, contingent liabilities, duties and obligations of MIPL and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen, in order to give effect to the provisions of this sub-clause.

5.1.5. With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, permissions or approvals or consents, held by Transferor Companies required to carry on operations shall stand vested in or transferred to MIPL without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of MIPL. The benefit of all statutory and regulatory permissions, environmental approvals and consents, registration or other licenses, and consents shall vest in and become available to MIPL pursuant to the Scheme.

5.2 The transfer and vesting of Transferor Companies as aforesaid shall be subject to the existing securities, charges, mortgages and other encumbrances if any, subsisting over or in respect of the property and assets or any part thereof.

5.3 With effect from the Appointed Date:

- a) where any of the debt, liability, duty or obligation pertaining of the Transferor Companies as on the Appointed Date shall be deemed to have been for and on account of MIPL ;
- b) all debts, liabilities duties or obligations incurred or undertaken by Transferor Companies after the Appointed Date but prior to the Effective Date, shall be deemed to have been incurred or undertaken for and on behalf of MIPL and to the extent they are outstanding on the Effective Date, shall also without any further act, deed, instrument, matter or thing be and stand transferred to MIPL and shall become the debts, liabilities, duties and obligations of MIPL which it shall meet, discharge and satisfy; and
- c) all assets accrued to and/or acquired by Transferor Companies after the Appointed Date but prior to the Effective Date, shall be deemed to have



been accrued to and/or acquired for and on behalf of MIPL and shall also without any further act, instrument, deed, matter or thing be and stand transferred to MIPL to that extent and shall become the assets of MIPL.

6. **ISSUE OF SHARES AND CANCELLATION OF SHARES**

6.1 Upon the Scheme becoming finally effective, in consideration of the transfer and vesting of the Undertaking of Transferor Companies in the Transferee Company in terms of the Scheme, all equity shares of the transferor Companies held by the transferee Company shall stand cancelled without further application, act or deed. It is clarified that no new shares shall be issued, or payment made in cash whatsoever by the transferee company in lieu of shares of the transferor Companies.

6.2 Upon the Scheme becoming finally effective, the shares or the share certificates of the transferor Companies in relation to the shares held by the transferee Company, as the case may be shall, without any further application, act, instrument or deed be deemed to have been automatically cancelled and be of no effect without any necessity of them being surrendered.

7. **ACCOUNTING TREATMENT**

7.1 Upon the Scheme being effective, the relatable assets and liabilities of, the Transferor Companies shall be transferred to and vested in the books of the Transferee Company at the same values as appearing in the books of the Transferor Companies on the Appointed Date.

7.2 The difference in the value of the net assets of the Transferor Companies as on Appointed Date and the consideration value determined pursuant to this Scheme, if any, shall be accounted for in the books of the Transferee Company as per "Pooling of interest" method prescribed under AS-14 on accounting for amalgamation under Companies Act. The difference in the value shall be debited to Goodwill or Capital Reserve as the case may be in the books of Transferee Company.

7.3 The investment made in the share capital of the transferor Companies by the transferee Company shall stand cancelled. The difference, if any, arising between the investment held by the transferee Company and the amount of share capital of the transferor companies shall be adjusted against the reserves (including capital reserve) of the Combined entity and reflected as



appearing in the consolidated financial statements of the transferee Company immediately prior to the appointed date.

- 7.4 An amount equal to the balance lying to the credit of "Profit and Loss Account" as on the Appointed Date in the books of Transferor Companies shall constitute the Transferee Company's free reserve as effectively as if the same were created by the Transferee Company out of its own earned and distributable profits.
- 7.5 Loans and advances and other dues outstanding between Transferee Company and Transferor Companies will stand cancelled and there shall be no further obligation/outstanding in that behalf.
- 7.6 In case of any difference in accounting policy between the Transferor Companies and the Transferee Company, the impact of the same till the amalgamation will be quantified and adjusted in the Revenue Reserve(s) to ensure that the financial statement of the Transferee Company reflects the financial position on the basis of consistency in the accounting policy..
- 7.7 Notwithstanding the above, the Board of Directors of the Transferee Company in consultation with its Auditors, is authorized to account any of these balances in any manner whatsoever as may be deemed fit.
- 7.8 The inter-se holding of the shares between the Transferor Companies and the Transferee Company shall stand cancelled without making any separate compliance with the provisions of Sec. 66 of the Companies Act, 2013 in view of the fact that the inter-se holding is being cancelled by virtue of the present Scheme u/s. 233 of the Companies Act, 2013 and in such cases, no separate compliances of any other provisions is necessary.

8. **CONDUCT OF BUSINESS BY TRANSFEROR COMPANY TILL EFFECTIVE DATE**

With effect from the Appointed Date and up to the Effective Date:

- 8.1 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 all the said assets for and on account of and in trust for the Transferee Company.
- 8.2 All the profits or incomes accruing to the Transferor Companies or losses or expenditure arising or incurred by it shall, for all purposes, be treated as the



profits or incomes or losses or expenditure of the Transferee Company as the case may be.

- 8.3 The Transferor Companies shall carry on its business activities, with reasonable diligence, business prudence and shall not, without the written consent of Board of Directors of the Transferee Company, alienate, charge, mortgage, encumber or otherwise deal with the said assets or any part thereof except in the ordinary course of their business except pursuant to any pre-existing obligation undertaken by the Transferor Companies prior to the Appointed Date.
- 8.4 The Transferor Companies shall not, without the written consent of the Board of Directors of the Transferee Company, undertake any new business.
- 8.5 The Transferor Companies shall not vary the terms and conditions of the employment of its employees except in the ordinary course of business and with the mutual consent of the Board of Directors of the Transferee Company.
- 8.6 The Transferor Companies shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts or incur any other liabilities or expenditure without the written consent of the Board of Directors of Transferee Company.
- 8.7 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central Government through its Regional Director, North Western Region and other related agencies, departments and other authorities concerned as are necessary under any law for such consents, licenses, permissions, approvals and sanctions which the Transferee Company may require to own and operate the businesses of the Transferor Companies.

9. **TRANSFEROR COMPANIES' STAFF, WORKMEN AND EMPLOYEES**

All the staff, workmen or other employees in the service of the Transferor Companies immediately preceding the Effective Date shall become the staff, workmen and employees of the Transferee Company on the basis that :

- 9.1 Their services shall be deemed to have been continuous and not have been interrupted by reason of the said transfer.





- 9.2 The terms and conditions of service applicable to such staff, workmen or employees after such transfer shall not in any way be less favorable to them than those applicable to them immediately preceding the transfer date.
- 9.3 The Transferor Companies shall not vary the terms and conditions of the service of their staff, workmen and employees except in the ordinary course of business.
- 9.4 It is expressly provided that as far as Provident Fund, Gratuity Fund, Superannuation Fund or any other Fund created or existing for the benefit of the staff, workmen and other employees of the Transferor Companies are concerned, upon the Scheme becoming effective, the Transferee Company shall (to the extent of the services of the Transferred Employees) stand substituted for the Transferor Companies for all purposes whatsoever relating to the administration or operation of such Funds or in relation to the obligation to make contributions to the said Funds in accordance with provisions of such Funds as per the terms provided in the respective Trust Deeds. It is the aim and intent that all the rights, duties, powers and obligations of the Transferor Companies in relation to such Funds shall become those of the Transferee Company and all the rights, duties and benefits of the employees of the Transferor Companies under such Funds and Trusts shall be protected. It is clarified that the services of the employees of the Transferor Companies will also be treated as having been continuous and shall not be treated as having been broken for the purpose of the aforesaid Funds or provisions.

10. **LEGAL PROCEEDINGS**

If any suit, petition, appeal, revision or other proceedings of whatsoever nature (hereinafter called "the proceedings") by or against the Transferor Companies be pending, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the undertaking of the Transferor Companies or of anything contained in the 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 be or might have been continued, prosecuted and enforced by or against the Transferor Companies as if the Scheme had not been made. On and from the Effective Date, the Transferee Company shall and may initiate any legal proceedings for and on behalf of the Transferor Companies or either of them as the case may be in its own name.

11. **CONTRACTS, DEEDS, ETC.**



11.1 Subject to all the provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements and other instruments of whatsoever nature to which any of the Transferor Companies are party or to the benefit of which the Transferor Companies may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect against or in favour of the Transferee Company as the case may be and may be enforced as fully and effectively as if, instead of the said Transferor Companies, the Transferee Company had been a party or beneficiary thereto.

11.2 The Transferee 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, writings or confirmations or enter into a tri-partite arrangement, confirmation or novation to which the Transferor Companies will, as may be necessary also be a party in order to give formal effect to this Clause if so required or become necessary. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of Transferor Companies and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Companies.

12. **DIVIDEND, PROFITS, BONUS/RIGHT SHARES BY THE TRANSFEROR COMPANY**

Except with the express consent of the Board of Directors of the Transferee Company during the pendency of the present Scheme being sanctioned and upto the Effective Date, the Transferor Companies shall not:

12.1 Declare any dividend for period commencing from the Appointed Date up to and including the Effective Date.

12.2 Issue or allot any right shares or bonus shares out of its authorized or unissued Share Capital for the time being.

13. **AMENDMENT TO MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE TRANSFEE COMPANY**

13.1 Upon coming into effect of the Scheme, the Authorized Share Capital of:

a) The Authorised Share Capital of the RBR (Transferor Company) of Rs. 25,00,000/- (Twenty Five lakh Only) or such amount as may be on the Effective Date, shall be added to the Authorized Share Capital of the



Transferee Company, as on the Effective Date, without any further act or deed and without any further payment of the stamp duty or the registration fees.

- b) The Authorised Share Capital of the MUPL (Transferor Company) of Rs. 50,00,000/- (Fifty lakh Only) or such amount as may be on the Effective Date, shall be added to the Authorized Share Capital of the Transferee Company, as on the Effective Date, without any further act or deed and without any further payment of the stamp duty or the registration fees.
- c) The Authorised Share Capital of the MHPL (Transferor Company) of Rs. 40,00,000/- (Forty lakh Only) or such amount as may be on the Effective Date, shall be added to the Authorized Share Capital of the Transferee Company, as on the Effective Date, without any further act or deed and without any further payment of the stamp duty or the registration fees.

13.2 Consequent upon the addition of the authorized capital of the Transferor Companies in the authorized capital of the Transferee Company, Clause V of the Memorandum of Association of the Transferee Company shall be replaced as under:-

\*

**"The Authorized Share Capital of the Company is Rs. 83,15,00,000/- (Eighty Three Crore Fifteen Lakhs only) divided into 83,15,00,000 Equity Shares of Rs. 1/- (Rupees One Only) each."**

*\*the Authorised Capital of the Company shall be increased by Rs. 800,00,000/- from the amalgamation with the MSK Projects (India)(JV) Limited vide order of NCLT, Ahmedabad dated 31<sup>st</sup> August, 2017, the effect of said capital yet not reflected in the master data of the Ministry of Corporate Affairs, due to pending of approval of form of INC 28.*

13.3 Under the accepted principle of Single Window Clearance, It is hereby provided that the above referred change, viz. Change in the Capital Clause and Change in the Object Clause shall become operative on the Scheme being effective by virtue of the fact that the Shareholders of the Transferee Company, while approving the Scheme as a whole, have also resolved and accorded the relevant consents as required respectively under Sections 13, 14, 61 and 64 of the Companies Act, 2013 or any other provisions of the Act and shall not be required to pass separate resolutions as required under the Act.



14. **DISSOLUTION OF THE TRANSFEROR COMPANIES:**

Upon the Scheme being sanctioned by Central Government or NCLT as the case may be, the transferor companies involved in the scheme shall stand dissolved without being winding up as per provision of Section 233(8) of the Companies Act, 2013.

15. **MODIFICATIONS / AMENDMENTS TO THE SCHEME**

15.1 The Board of Directors of the Transferor Companies and/ or the Transferee Company may pass an appropriate resolution to make any modification/amendment to the Scheme as may be deemed necessary or any other authorities under the law or which may be found to be otherwise desirable for settling any question, doubt or difficulties that may arise for implementing and/or carrying out the Scheme and may do all such acts, deeds, matters and things as may be necessary, desirable or expedient for putting the Scheme into effect.

15.2 For the purpose of giving effect to the Scheme or to any modification thereof, the Board of Directors of the Transferor Companies and/or the Transferee Company are hereby authorized to give such directions and/or to take such steps as may be necessary or desirable including any directions for settling any question or doubt or difficulty whatsoever that may arise.

16. **SCHEME CONDITIONAL ON APPROVALS / SANCTIONS**

The Scheme is conditional on and subject to the following approvals:-

16.1 The observations/ objections of Registrar of Companies and Official Liquidator in terms of section 233.

16.2 The approval of the Scheme by the requisite majority of the members and Creditors of the respective companies as per provision of section 233 (b) and 233 (d) of Companies Act, 2013.

16.3 The Companies involved in the scheme shall comply with provision of Section 233(1)(c) of Companies Act, 2013.

16.4 The transferee company shall comply with provision of Section 233(2), (10) & (11) of Companies Act, 2013.



16.5 The transferee company shall comply with provision of Rule 25 (4) (a) (b) & (c) of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.

16.6 The sanction of the Scheme under Sections 233 of the said Act, 2013 in favour of the Transferor Companies and the Transferee Company and to the necessary Order or Orders under Section 233 of the said Act, being obtained.

16.7 The companies involved in the scheme may also implement the scheme by following the procedure as mentioned under Rule 25(8) of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.

17. **SAVING OF CONCLUDED TRANSACTIONS**

The Transfer of undertaking under Clause 4 above and the continuance of proceedings by or against the Transferor Companies above shall not affect any transaction or proceedings already concluded by the Transferor Companies on or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Companies in respect thereto as done and executed on behalf of itself.

18. **EXPENSES CONNECTED WITH THE SCHEME**

All costs, charges and expenses of the Transferor Companies and Transferee Company respectively in relation to or in connection with this Scheme and of carrying out and completing the terms and provisions of this scheme and/or incidental to the completion of the said Amalgamation of the said Undertaking of the Transferor Companies in pursuance of this Scheme, whether identifiable or not with Transferee and Transferor Companies, shall be borne and paid by the Transferee Company alone.

19. **OPERATIVE DATE OF THE SCHEME**

The Scheme, although operative from the Appointed Date, shall take effect from the effective date i.e. the date of filing of the Certified copy of the Order (s) received from Central Government through its Regional Director, North Western Region e with the Registrar of Companies, Gujarat upon sanction of the Scheme.

20. **INTEREST OF DIRECTORES:**



Four circular blue ink stamps with handwritten signatures. The stamps are for 'MADHAV INFRA PROJECTS LIMITED', 'MADHAV INFRA PROJECTS LIMITED', 'MADHAV INFRA PROJECTS LIMITED', and 'MADHAV INFRA PROJECTS LIMITED'.

The Transferor Companies are wholly owned subsidiary of the Transferee Company, Hence, there is no any material interest of the Board of Directors of any of the Company in this scheme.

21. **EFFECT ON CREDITORS/ KMPs/ PROMOTERS/ MEMBERS:**

- With effect from the Appointed Date, all the creditors of the transferor company's stand transferred to MIPL as per Clause 5.1.4.
- The Transferor Companies are wholly owned subsidiary of the Transferee Company, Hence, there is no any effect on Promoters of the Companies.
- The Transferor Companies are wholly owned subsidiary of the Transferee Company, Hence, there is no any effect on Members of the Companies.
- As per clause 9.1 the service of the employees of the transferor companies remains unchanged. The transferor companies don't have any KMP in accordance with the Section 203 of the Companies Act, 2013.

