

SCHEME OF AMALGAMATION

OF

**ALLSEC TECHNOLOGIES LIMITED
(TRANSFEROR COMPANY)**

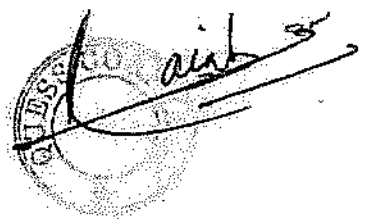
WITH

**QUESS CORP LIMITED
(TRANSFeree COMPANY)**

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

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



GENERAL

I. PREAMBLE

This Scheme of Amalgamation (the "Scheme" as defined hereinafter) provides for the amalgamation of Allsec Technologies Limited (hereinafter referred to as the "Transferor Company") with Qess Corp Limited (hereinafter referred to as the "Transferee Company") pursuant to Sections 230 to 232 of the Act (defined hereunder) and other relevant provisions of the Act, to the extent applicable, and also read with Section 2(1B) and other relevant provisions of the IT Act (defined hereunder). This Scheme also provides for various other matters consequential thereto or otherwise integrally connected therewith.

II. DESCRIPTION OF COMPANIES

1. Allsec Technologies Limited ("Allsec" or the "Transferor Company") is a public limited company, incorporated on August 24, 1998, under the provisions of the Companies Act, 1956, having its registered office situated at Chennai, Tamil Nadu. Allsec is engaged in the business of providing digital business services and human resource outsourcing services. The equity shares of the Transferor Company are listed on the NSE and BSE.
2. Qess Corp Limited ("Qess" or the "Transferee Company") is a public limited company, incorporated on September 19, 2007, under the provisions of the Companies Act, 1956, having its registered office situated at Bengaluru, Karnataka. Qess is engaged in the business of providing services in workforce management, operating asset management and global technology solution segment. The equity shares of the Transferee Company are listed on the NSE and BSE.

III. RATIONALE FOR THE SCHEME

This Scheme provides for the amalgamation of the Transferor Company with and into the Transferee Company pursuant to Sections 230 to 232 of the Act and other applicable provisions of the Act, and also read with Section 2(1B) and other relevant provisions of the IT Act, with the view to achieve the following benefits:

1. Simplified management structure, leading to better administration and reduction in costs from more focused operational efforts, rationalization, standardization and simplification of business processes, elimination of duplication, reduction in multiplicity of legal and regulatory compliances and rationalization of administrative expenses.
2. Greater integration and financial strength for the merged entity, which would result in maximising overall shareholders value.



3. The Transferor Company and the Transferee Company operate businesses that complement each other. The combination to result in stronger consolidated revenue and profitability with diversification in service portfolio, thereby reducing business risks for mutual benefit of the shareholders of both the companies.
4. Pooling of assets, proprietary information, personnel, financial, managerial and technical resources of the companies, thereby contributing to the future growth of the merged entity.
5. Simplification of group structure and consolidation of multiple listed companies within the group.

In view of the aforesaid, the Board of Directors of the Transferor Company and the Transferee Company have considered the amalgamation of entire Undertaking (defined hereunder) of the Transferor Company into the Transferee Company, for the benefit of the stakeholders of both the companies. Further, this Scheme shall not in any manner be prejudicial to the interests of the stakeholders or general public at large. Accordingly, the Board of Directors of the Transferor Company and the Transferee Company have formulated this Scheme for the transfer and vesting of the entire Undertaking of the Transferor Company with and into the Transferee Company, pursuant to the provisions of Sections 230 to 232 of the Act and other relevant provisions of the Act, to the extent applicable, and also read with Section 2(18) and other relevant provisions of the IT Act.

- IV. Under the Scheme, there is no arrangement proposed to be entered into with the creditors, either secured creditors or unsecured creditors of the Transferor Company and/ or the Transferee Company. No compromise is offered under this Scheme to any of the creditors of the Transferor Company and/ or the Transferee Company. The liability of the creditors of the Transferor Company and/ or the Transferee Company, under the Scheme, is neither being reduced nor being extinguished but shall be assumed and discharged by the Transferee Company in its ordinary course of business.

V. PARTS OF THE SCHEME

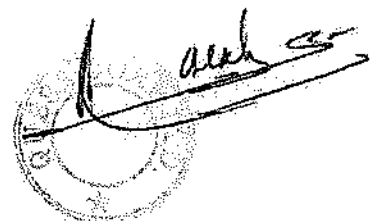
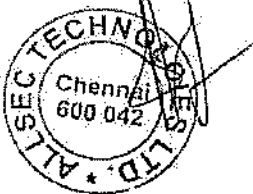
The Scheme is divided into the following parts:

- (i) Part A - deals with definitions of the terms used in this Scheme, interpretations and the share capital structure of the Transferor Company and the Transferee Company;
- (ii) Part B - deals with the transfer and vesting of the entire Undertaking (defined hereunder) of the Transferor Company into the Transferee Company;



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- (iii) Part C - deals with the consideration for the amalgamation and cancellation of shares held by the Transferee Company in the Transferor Company;
- (iv) Part D - deals with the accounting treatment in the books of the Transferee Company; and
- (v) Part E - deals with the conduct of business until this Scheme becomes effective and the general terms and conditions applicable to this Scheme and other matters consequential and integrally connected thereto.



PART ADEFINITIONS, INTERPRETATIONS OF THE SCHEME AND SHARE CAPITAL1. DEFINITIONS

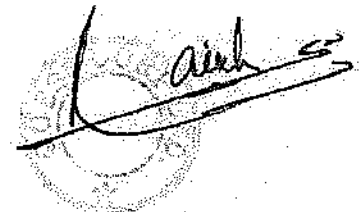
In this Scheme, unless repugnant to the context, the following expressions shall have the following meaning:

- 1.1 "Act" means the Companies Act, 2013, ordinances, rules and regulations made thereunder and shall include any statutory modifications, re-enactment or amendment thereof, from time to time.
- 1.2 "Applicable Law" means any statute, notification, by-laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinance, orders or instructions having the force of law enacted or issued by any Appropriate Authority including any statutory modification or re-enactment thereof for the time being in force.
- 1.3 "Appointed Date" means April 01, 2022, or such other date as may be fixed or approved by the National Company Law Tribunal or any Appropriate Authority.
- 1.4 "Appropriate Authority" means any applicable Central, State or Local Government, legislative body, regulatory, administrative or statutory authority, agency or commission or department or public or judicial body or authority, including, but not limited to, the Securities and Exchange Board of India, Stock Exchanges, the Reserve Bank of India, Regional Director, Official Liquidator, Registrar of Companies, National Company Law Tribunal and any other applicable sectoral regulators and authorities.
- 1.5 "Board of Directors" or "Board" means the board of directors of the Transferor Company or the Transferee Company, as the case may be and shall include a duly constituted committee thereof.
- 1.6 "BSE" means BSE Limited.
- 1.7 "Effective Date" means the date on which the certified copy of the orders of the National Company Law Tribunal sanctioning this Scheme, is filed by the Transferor Company and the Transferee Company with the Registrar of Companies and if filed by the Transferor Company and the Transferee Company on different dates, then the later of those dates.
- 1.8 "Encumbrance" means: (a) any encumbrance including, without limitation, any claim, mortgage, negative lien, pledge, equitable interest, charge (whether fixed or floating), hypothecation, lien, deposit by way of security, security interest, trust, guarantee, commitment, assignment by way of security or other encumbrances or security interest of any kind securing or any priority of payment in respect of any obligation of any person



and includes without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security in each case under any law, contract or otherwise, including any option or right of pre-emption, public right, common right, easement rights, any attachment, restriction on use, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off and/ or any other interest held by a third party; (b) any voting agreement, conditional sale contracts, interest, option, right of first offer or transfer restriction; (c) any adverse claim as to title, possession or use; and/ or (d) any agreement, conditional or otherwise, to create any of the foregoing and the term 'encumber' shall be construed accordingly.

- 1.9 "GST" means Goods and Services Tax.
- 1.10 "Government Authority(ies)" 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.
- 1.11 "Income-tax Act" or "IT Act" means the Income-tax Act, 1961 and shall include any statutory modifications, re-enactment or amendment thereof and to the extent in force.
- 1.12 "IND-AS" means the accounting standards prescribed under the Companies (Indian Accounting Standards) Rules, 2015, as amended.
- 1.13 "Intellectual Property Rights" means (a) copyright, patents, brands, manufacturing process, database rights and rights in trademarks, designs, know-how and confidential information (whether registered or unregistered); (b) applications for registration and rights to apply for registration of any of the foregoing rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.
- 1.14 "MAT" means Minimum Alternate Tax.
- 1.15 "National Company Law Tribunal" or "Tribunal" or "NCLT" means the National Company Law Tribunal Bench at Bengaluru and National Company Law Tribunal Bench at Chennai including National Company Law Appellate Tribunal as constituted and authorised as per the provisions of the Act for approving any scheme of arrangement, compromise or reconstruction of companies under Sections 230 to 232 of the Act.
- 1.16 "NSE" means the National Stock Exchange of India Limited.
- 1.17 "Record Date" means the date fixed by the Board of Directors or a committee duly constituted by the Board, if any, of the Transferee Company for the purpose of determining the shareholders of the Transferor Company to whom equity shares will be



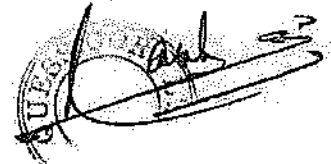
allotted by the Transferee Company according to the Share Exchange Ratio determined by the Independent Valuers pursuant to Clause 6.1 of the Scheme.

- 1.18 "Registrar of Companies" means the Registrar of Companies, Bengaluru having jurisdiction over the Transferee Company and the Registrar of Companies, Chennai having jurisdiction over the Transferor Company.
- 1.19 "Scheme" means this Scheme of Amalgamation in its present form or with any modification(s) made under Clause 21 of this Scheme, as approved or imposed by the Board of Directors of the Transferor Company and the Transferee Company or by the shareholders or creditors and/ or as directed by the Tribunal or any Appropriate Authority.
- 1.20 "SEBI" means the Securities and Exchange Board of India established under Section 3 of the Securities and Exchange Board of India Act, 1992.
- 1.21 "SEBI Circular" means the Master Circular on (i) Scheme of Arrangement by Listed Entities and (ii) Relaxation under Sub-rule (7) of rule 19 of the Securities Contracts (Regulation) Rules, 1957 dated November 23, 2021 and shall include any amendment thereof, from time to time.
- 1.22 "SGST Act, CGST Act and IGST Act" means the State Goods and Services Tax Act, 2017, the Central Goods and Services Tax Act, 2017 and the Integrated Goods and Services Tax Act, 2017 and shall include any statutory modifications, re-enactment or amendment thereof, from time to time.
- 1.23 "SGST, CGST and IGST" means the State Goods and Services Tax, the Central Goods and Services Tax and the Integrated Goods and Services Tax.
- 1.24 "Share Exchange Ratio" means the ratio in which the equity shares of the Transferee Company are to be issued and allotted to the shareholders of the Transferor Company under Clause 6.1.
- 1.25 "Stock Options" means employee stock option plan/ restricted stock units granted to the eligible employees by the Transferee Company.
- 1.26 "Stock Exchanges" collectively means BSE and NSE.
- 1.27 "Tax(es)" means the advance tax, TDS, deferred tax, Income tax including MAT and any such direct taxes or indirect taxes such as sales tax, excise duty, entry tax, custom duty, service tax, luxury tax, VAT, SGST, CGST and IGST and such indirect tax as may be applicable to the Transferor Company and the Transferee Company.



K. Aishwarya

- 1.28 "TDS" means tax deducted at source.
- 1.29 "Transferee Company" means Quesc Corp. Limited with Corporate Identification Number ("CIN") L74140KA2007PLC043909, a public limited company incorporated under the Companies Act, 1956 and having its registered office at 3/3/2, Bellandur Gate, Sarjapur Main Road, Bengaluru - 560 103.
- 1.30 "Transferor Company" means Allsec Technologies Limited with CIN L72300TN1998PLC041033, a public limited company incorporated under the Companies Act, 1956 and having its registered office at 46C, Velachery Main Road, Chennai - 600 042.
- 1.31 "Undertaking" means the whole of the undertaking and entire business(es) of the Transferor Company as a going concern, including (without limitation):
- (a) all the assets and properties (whether movable or immovable, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) of the Transferor Company, including but not limited to, plant and machinery, equipment, buildings and structures, offices, residential and other premises, sundry debtors, furniture, fixtures, office equipment, appliances, accessories, depots, deposits, all stocks, assets, investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks and units) and interests in its subsidiaries, cash balances or deposits with banks, loans, advances, disbursements, contingent rights or benefits, bank debts, receivables, actionable claims, earnest moneys, advances or deposits paid by the Transferor Company, financial assets, leases (including lease rights), hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, municipal permissions, tenancies in relation to the office and/or residential properties for the employees or other persons, guest houses, godowns, warehouses, licenses, fixed and other assets, trade and service names and marks, patents, copyrights and other intellectual property rights of any nature whatsoever, know how, goodwill, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights including, title, interests, other benefits (including tax benefits/ tax credits), easements, privileges, liberties, mortgages, hypothecations, pledges or other security interests created in favour of the Transferor Company and advantages of whatsoever nature and wherever situated, in India or abroad, belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company or in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the



Transferor Company, whether in India or abroad;

- (b) all liabilities including, without being limited to, secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations of the Transferor Company, of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised;
- (c) all agreements, rights, contracts (including but not limited to vendor contracts), entitlements, permits, licenses, approvals, authorisations, concessions, consents, quota rights, engagements, arrangements, authorities, allotments, security arrangements (to the extent provided herein), benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the business activities and operations of the Transferor Company;
- (d) all employees of the Transferor Company immediately preceding the approval/sanction of the Scheme; and
- (e) all intellectual property rights, records, files, papers, computer programs, manuals, data, catalogues, sales material, lists of customers and suppliers, other customer information and all other records and documents relating to the business activities and operations of the Transferor Company.

1.32 "VAT" means Value Added Tax.

2. INTERPRETATIONS OF THE SCHEME

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 Applicable Law, rules, regulations, by-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

- 2.1 References to Clauses and Parts, unless otherwise provided, are to clauses and parts of this Scheme.
- 2.2 The headings herein shall not affect the construction of this Scheme.
- 2.3 Unless the context otherwise requires, reference to any law or to any provision thereof shall include references to any such law or to any provision thereof as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, or to any law or any provision which replaces it and any reference to a statutory provision shall include any subordinate legislation made, from time to time, under that provision.



- 2.4 The singular shall include the plural and vice versa and references to one gender shall include all genders.
- 2.5 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 2.6 References to a person shall include any individual, firm, body corporate (whether incorporated or not), Government, State or agency of a State or any joint venture, association, partnership, works council or body of employee's representatives (whether or not having separate legal personality).
- 2.7 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words shall refer to this entire Scheme or specified clauses of this Scheme, as the case may be.

3. DATE OF TAKING EFFECT

- 3.1 The Scheme shall be effective from the Appointed Date but shall be operative from the Effective Date.
- 3.2 The amalgamation of the Transferor Company with the Transferee Company shall be in accordance with Section 2(1B) of the IT Act. If any terms or provisions of the Scheme are found to be or interpreted to be inconsistent with Section 2(1B) of the IT Act 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 provision of the IT Act shall prevail. The Scheme shall then stand modified to the extent deemed necessary to comply with the said provisions. Such modification will however not affect other parts of the Scheme.

4. SHARE CAPITAL

4.1 Transferor Company

The authorised share capital and the issued, subscribed and paid-up capital of the Transferor Company as on March 31, 2022, was as follows:

AUTHORISED SHARE CAPITAL	Amount (Rs.)
2,00,00,000 Equity Shares of Rs. 10/- each	20,00,00,000/-
13,50,000 Convertible Preference Shares of Rs. 100/- each	13,50,00,000/-
ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL	Amount (Rs.)
1,52,38,326 Equity Shares of Rs. 10/- each (Refer Note 1)	15,23,83,260/-

The equity shares of the Transferor Company are listed on NSE and BSE. There has been no change in the capital structure of the Transferor Company after March 31, 2022.



Note 1: As on March 31, 2022, Conneqt Business Solutions Limited holds 1,11,82,912 equity shares of the Transferor Company. An application has been made on January 21, 2022 with the National Company Law Tribunal, Bengaluru Bench for the amalgamation of Greenpiece Landscapes India Private Limited, MFX Infotech Private Limited and Conneqt Business Solutions Limited with and into Quess Corp Limited. Once the said scheme is approved and sanctioned by the National Company Law Tribunal, Bengaluru Bench, Quess Corp Limited will hold 1,11,82,912 equity shares in the Transferor Company, constituting approximately 73.39% of the total equity shares of the Transferor Company.

4.2 Transferee Company

The authorised share capital and the issued, subscribed and paid-up capital of the Transferee Company as on March 31, 2022, was as follows:

AUTHORISED SHARE CAPITAL	Amount (Rs.)
20,00,00,000 Equity Shares of Rs. 10/- each	2,00,00,00,000/-
ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL	Amount (Rs.)
14,79,90,557 Equity Shares of Rs. 10/- each	1,47,99,05,570/-

On June 15, 2022, the Transferee Company allotted 89,177 equity shares of Rs. 10/- each to the eligible employees and ex-employees of the Transferee Company who exercised their options under the relevant stock option schemes. Accordingly, the authorised share capital and the issued, subscribed and paid-up capital of the Transferee Company as on June 15, 2022, was as follows:

AUTHORISED SHARE CAPITAL	Amount (Rs.)
20,00,00,000 Equity Shares of Rs. 10/- each	2,00,00,00,000/-
ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL	Amount (Rs.)
14,80,79,734 Equity Shares of Rs. 10/- each (Refer Note 2)	1,48,07,97,340/-

The equity shares of the Transferee Company are listed on NSE and BSE. There has been no change in the capital structure of the Transferee Company after June 15, 2022.

Note 2: The Transferee Company has granted certain Stock Options to its employees. Given this, certain vested options may get exercised before the Effective Date resulting in an increase in the issued, subscribed and paid-up share capital of the Transferee Company (hereinafter referred to as "Event A"). Further, the Transferee Company may also grant new stock options in the ordinary course of its business during the pendency of this Scheme which may result in an increase in the issued, subscribed and paid-up share capital of the Transferee Company (hereinafter referred to as "Event B"). For avoidance of doubt, it is clarified that any variation in the issued, subscribed and paid-up share

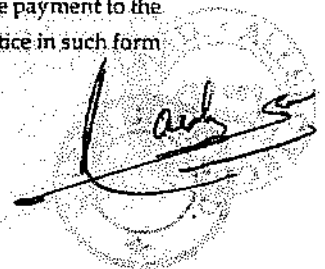


capital of the Transferee Company, on account of Event A/ Event B, will not warrant any change in the Share Exchange Ratio (defined hereunder).

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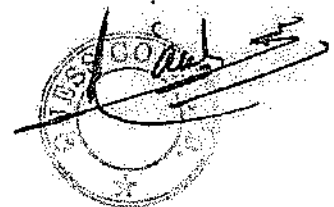
PART BTRANSFER AND VESTING OF UNDERTAKING OF THE TRANSFEROR COMPANY
INTO THE TRANSFEREE COMPANY5. TRANSFER AND VESTING OF UNDERTAKING

- 5.1 Subject to the provisions of this Scheme as specified hereinafter and with effect from the Appointed Date, the Undertaking of the Transferor Company 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 to 232 of the Act read with the relevant rules with effect from the Appointed Date so as to become the assets and properties of the Transferee Company but subject to all charges, if any, affecting the same. As far as various incentives, subsidies, special status and other benefits or privileges granted by any Government body, local authority or by any other person or enjoyed or availed by the Transferor Company shall vest with and be available with the Transferee Company on the same terms and conditions.
- 5.2 Without prejudice to the generality of Clause 5.1 above, all the assets and properties of the Transferor Company as on the Appointed Date, whether or not included in the books of account of the Transferor Company and all assets and properties which are acquired by the Transferor Company on or after the Appointed Date but prior to the Effective Date shall be deemed to be and shall under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instruments or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme pursuant to the provisions of Sections 230 to 232 of the Act.
- 5.3 Without prejudice to the generality of Clause 5.1 above, it is expressly provided that such of the assets of the Transferor Company that are tangible and movable including cash in hand, etc., shall with effect from the Appointed Date and subject to the provisions of this Scheme, be transferred by physical or constructive delivery and/ or endorsement and delivery to the Transferee Company to the end and intent that the property therein passes to the Transferee Company upon such delivery.
- 5.4 Without prejudice to the generality of Clause 5.1 above, movable assets, other than those specified in Clause 5.3 above, including sundry debtors, outstanding loans recoverable in cash or in kind or value to be received, bank balances and deposits of the Transferor Company shall with effect from the Appointed Date and subject to provisions of this Scheme, stand transferred to and vested in the Transferee Company without any notice or other intimation to the debtors and the debtors shall be obliged to make payment to the Transferee Company. The Transferee Company may, if required, give notice in such form



as it may deem fit and proper to each person, debtor or depositor that pursuant to the Scheme, the said person, debtor or depositor should pay the debt, loan or advance or make good the same or hold the same to its account and that the right of the Transferee Company to recover or realize the same is in substitution of the right of the Transferor Company.

- 5.5 All lease and licence agreements, if any, entered into by the Transferor Company with landlords, owners and lessors in connection with the use of the assets of the Undertaking of the Transferor Company, together with security deposit, shall stand automatically transferred in favour of the Transferee Company on the same terms and conditions, subject to Applicable Law, without any further act, instruments, deed, matter or thing being made, done or executed. The Transferee Company shall continue to pay rent amounts as provided for in such agreement and shall comply with the other terms, conditions and covenants thereunder and shall also be entitled to refund of security deposits paid under such agreement by the Transferor Company.
- 5.6 All immovable properties of the Transferor Company, if any, including land together with the building and structures standing thereon and rights and interest in immovable properties of the Transferor Company, whether freehold or leasehold or otherwise and all documents of title, rights and easements in relation thereto shall be vested in and/ or be deemed to have been vested in the Transferee company on the same terms and conditions, subject to the Applicable Law, without any further act or deed done or being required to be done by the Transferor Company and/ or the Transferee Company. The Transferee Company shall be entitled to exercise all rights and privileges attached to such immovable properties and shall be liable to pay the ground rent, taxes and fulfil all obligation in relation to or applicable to such immovable properties. The mutation or substitution of the title to the immovable properties shall upon this Scheme becoming effective be made and duly recorded in the name of the Transferee Company by the Appropriate Authority pursuant to the sanction of this Scheme by the Tribunal and upon the coming into effect of this Scheme in accordance with the terms thereof.
- 5.7 Until the owned property, leasehold property and related rights thereto, licence or right to use the immovable property, tenancy rights, liberties and special status are transferred, vested, recorded, effected and/ or perfected in the record of the appropriate authorities in favour of the Transferee Company, the Transferee Company shall be deemed to be authorised to carry on business in the name and style of the Transferor Company under the relevant agreement, lease deed and/ or licence, as the case may be and Transferee Company shall keep a record and account of such transactions.
- 5.8 For purposes of taking on record the name of the Transferee Company in the records of the Government Authorities in respect of transfer of immovable properties to the Transferee Company pursuant to this Scheme, the Board of Directors of the Transferor Company and the Transferee Company may approve the execution of such documents or deeds as may be necessary, including deed of assignment of lease or leave or licence (as



the case may be) by the Transferor Company in favour of the Transferee Company.

- 5.9 It is further clarified that if the terms of any assets (tangible or intangible), owned property, leasehold property and related rights thereto, licence or right to use the immovable property, tenancy rights of the Transferor Company are such that they cannot be transferred or assigned or endorsed in the name of the Transferee Company and/ or any of the concerned authorities specifically direct the Transferee Company to make a fresh application, in such scenario, the Transferee Company shall comply with the necessary directions including but not limited to making a fresh application or such other application as may be directed by the concerned authority for the desired transfer of the assets (tangible or intangible), owned property, leasehold property and related rights thereto, licence or right to use the immovable property, tenancy rights in the name of the Transferee Company. If any of assets (tangible or intangible), owned property, leasehold property and related rights thereto, licence or right to use the immovable property, tenancy rights are not transferred in the name of Transferee Company due to any reason whatsoever the Board of Directors, officers or any of the employees of the Transferor Company shall not be held liable for any act, matter, deed or thing arising therefrom.
- 5.10 All the assets, investments including investments in shares and any other securities, actionable claims and properties which are acquired by the Transferor Company on or after the Appointed Date shall be deemed to be and shall become the assets and properties of the Transferee Company and shall under the provisions of Sections 230 to 232 and all other applicable provisions if any of the Act, without any further act or execution of any instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme pursuant to the provisions of Sections 230 to 232 of the Act.
- 5.11 With effect from the Appointed Date, any statutory licenses, permissions, approvals, quotas or consents to carry on the operations and business of the Transferor Company shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be appropriately mutated by the statutory authorities concerned in favour of the Transferee Company. The benefit of all statutory and regulatory permissions, registrations or other licenses and consents shall vest in and shall be in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectually as if instead of the Transferor Company, the Transferee Company had been the party thereto or the beneficiary or obligee thereof pursuant to this Scheme. If the terms of the statutory licenses, permissions, approvals, quotas or consents of the Transferor Company are such that they cannot be transferred or assigned or endorsed in the name of the Transferee Company and/ or any of the concerned authorities specifically direct the Transferee Company to make a fresh application, in such scenario, the Transferee Company shall comply with the necessary directions including but not limited to making a fresh application or such other application as may be directed by the concerned authority for the desired transfer of the licenses, permissions, approvals, quotas, consents in the name of the Transferee Company and pending the requisite fresh permissions,



approvals, consents etc., the Transferee Company shall, to the extent permissible under law, be allowed to continue to use the existing approvals, consents, permissions etc. issued in the name of Transferor Company. If the licenses, permissions, approvals, quotas, consents are not transferred in the name of Transferee Company and the licenses, permissions, approvals, quotas, consents of the Transferor Company are continued to be used due to any reason whatsoever, the Board of Directors, officers or employees of the Transferor Company shall not be held liable for any act, matter, deed or thing arising therefrom.

- 5.12 Since each of the permissions, approvals, consents, sanctions, remissions, rights, incentives, concession and other authorizations of the Transferor Company shall stand transferred by the order of the 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 file, pursuant to the vesting orders of the sanctioning authorities.
- 5.13 For avoidance of doubt and without prejudice to the generality of the applicable provisions of the Scheme, it is clarified that with effect from the Effective Date and till such time that the name of the bank accounts of the Transferor Company have been replaced with that of the Transferee Company, the Transferee Company shall be entitled to maintain and operate the bank accounts of the Transferor Company in the name of the Transferor Company in so far as may be necessary including for presentation and disposition of cheques and pay orders that have been issued in the name of the Transferor Company. Upon the Scheme being sanctioned and taking effect, the Transferee Company shall be entitled to maintain and operate all bank accounts and demat accounts related to the Transferor Company and all cheques, letters of credit and other negotiable instruments, drafts, payment orders, instrument slips, direct and indirect tax balance and/ or payment advice of any kind or description issued in favour of the Transferor Company, either before or Appointed Date or in future, may be deposited with the bank/ depository participant to the Transferee Company and credit of all receipts thereunder will be given in the accounts of the Transferee Company and the same shall be accepted by bankers of, and credited to the account of Transferee Company. The bankers of Transferee Company should honour cheques issued by the Transferor Company for payment after the Effective Date. It is hereby expressly clarified that any legal proceedings by or against the Transferor Company in relation to the cheques and other negotiable instruments, pay orders, received or presentation for encashment which are in the name of the Transferor Company shall be instituted or as the case may be, continued by or against the Transferee Company after the coming into effect of the Scheme.
- 5.14 With effect from the Appointed Date, all debts, liabilities (including contingent liabilities), duties and obligations (including obligations to hold assets in trust) of every kind, nature and description of the Transferor Company, shall be deemed to have been transferred to the Transferee Company and to the extent they are outstanding on the Scheme becoming effective shall, without any further act, deed, matter or thing be and stand transferred to the Transferee Company on the same terms and conditions as were applicable to the



Transferor Company, subject to Applicable Law and shall become the liabilities and obligations of the Transferee Company which undertakes to meet, discharge and satisfy the same 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 and obligations have arisen in order to give effect to the provisions of this clause. It is expressly provided that, save as mentioned in this clause, no other term or condition of the liabilities transferred to the Transferee Company as part of this Scheme is modified by virtue of the Scheme.

- 5.15 Where any of the debt, liabilities (including contingent liabilities), duties and obligations of the Transferor Company as on the Appointed Date, deemed to be transferred to the Transferee Company has been discharged by the Transferor Company, after the Appointed Date, such discharge shall be deemed to have been for, on behalf of and on account of the Transferee Company.
- 5.16 Without prejudice to the provisions of the foregoing clauses and upon the Scheme becoming effective, the Transferor Company and the Transferee Company shall execute all such instruments or documents or do all the acts, deeds and things as may be required, including the filing of necessary particulars and/ or modification(s) of charge, with the Registrar of Companies to give formal effect to the above provisions, if required.
- 5.17 All the existing securities, mortgages, charges, Encumbrances, or liens, if any, as on the Appointed Date and those created by the Transferor Company after the Appointed Date over the assets of the Transferor Company transferred to the Transferee Company 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. Such securities, mortgages, charges, Encumbrances, or liens shall not relate or attach or extend to any of the other assets of the Transferee Company.
- Provided always that the Scheme shall not operate to enlarge the security for any land, deposit or facility availed of by the Transferor Company and the Transferee Company shall not be obliged to create any further or additional security thereof after the Effective Date.
- 5.18 All the acts done by the Transferor Company after the Appointed Date shall be done in trust for and on behalf of the Transferee Company.
- 5.19 Subject to the necessary consents being obtained in accordance with the terms of this Scheme, the provisions of this Clause 5 shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document, all of which instruments, deed or writing shall stand modified and/ or superseded by the foregoing provisions.



A handwritten signature in black ink, appearing to read "L. Anil", with a long horizontal stroke extending to the right.

PART CCONSIDERATION FOR AMALGAMATION6. CONSIDERATION FOR AMALGAMATION

- 6.1 Upon the coming into effect of this Scheme and its consideration thereof, the Transferee Company shall without any further application, act or deed, issue and allot shares to the shareholders of the Transferor Company as follows ("Share Exchange Ratio"):

"74 equity shares of INR 10/- (Rupees Ten Only) each credited as fully paid-up of the Transferee Company for every 100 equity shares of INR 10/- (Rupees Ten Only) held in the Transferor Company and whose names are recorded in the register of members on the Record Date."

- 6.2 Further, upon the Scheme being effective and in consideration of the transfer of and vesting of the Undertaking of the Transferor Company in the Transferee Company in terms of the Scheme, 1,11,82,912 equity shares held by Qness Corp Limited i.e. approximately 73.39% of the total equity shares of the Transferor Company (held upon sanction of the scheme of amalgamation of Greenpiece Landscapes India Private Limited, MFX Infotech Private Limited and Conneqt Business Solutions Limited with Qness Corp Limited), shall stand cancelled and extinguished and in lieu thereof, no allotment of any shares in the Transferee Company shall be made against those 73.39% of the total equity shares of the Transferor Company.
- 6.3 In the event where the scheme of amalgamation of Greenpiece Landscapes India Private Limited, MFX Infotech Private Limited and Conneqt Business Solutions Limited with Qness Corp Limited is not sanctioned by the National Company Law Tribunal, Bengaluru Bench, 1,11,82,912 equity shares held by Conneqt Business Solutions Limited i.e. approximately 73.39% of the total equity shares of the Transferor Company, shall stand cancelled and extinguished and in lieu thereof, no allotment of any shares in the Transferee Company shall be made against those 73.39% of the total equity shares of the Transferor Company.
- 6.4 If necessary, the Transferee Company shall before allotment of the new equity shares in terms of the Scheme, increase its authorised share capital by such amount as it stands to the credit of the Transferor Company by creation of at least such number of equity shares as may be necessary to satisfy its obligation under the provisions of the Scheme in compliance with the applicable provisions of the Act and the rules made thereunder.
- 6.5 Where new equity shares are to be allotted to the heirs, executors or administrators or to the successors and deceased shareholders of the Transferor Company, the concerned heirs, executors, administrators or successors shall be obliged to produce evidence of title satisfactory to the Board of Directors of Transferee Company.



- 6.6 The new equity shares so allotted by the Transferee Company to the shareholders of the Transferor Company shall be subject to the provisions of the Memorandum and Articles of Association of the Transferee Company and will in all respect rank *pari passu* with the existing equity shares of the Transferee Company for dividend and voting rights, save and except that the holders of such equity shares shall not be entitled to dividend declared by the Transferee Company before the Effective Date.
- 6.7 Upon the coming into effect of this Scheme, the shareholders of the Transferor Company shall surrender their share certificates for cancellation thereof to the Transferee Company, if any. Notwithstanding anything to the contrary, upon the new shares in the Transferee Company being issued and allotted by it to the shareholders of the Transferor Company whose names shall appear on the register of members of the Transferor Company on the Record Date, the share certificates in relation to the shares held by them in the Transferor Company shall be deemed to have been cancelled and shall be of no effect from such issue and allotment.
- 6.8 For the purposes of allotment of the new equity shares, pursuant to this Scheme, in case any shareholder of the Transferor Company becomes entitled to any fractional shares, entitlements or credit on the issue and allotment of the new equity shares by the Transferee Company in accordance with Clause 6.1 above, the Transferee Company shall not issue fractional shares to such shareholder and shall consolidate all such fractional entitlements and round-up the aggregate of such fractions to the next whole number and shall, without any further application, act, instrument or deed, issue and allot such consolidated equity shares directly to an individual trust or a board of trustees or a corporate trustee nominated by the Transferee Company ("Trustee"), who shall hold such new equity shares with all additions or accretions thereto in trust for the benefit of the respective shareholders, to whom they belong and their respective heirs, executors, administrators or successors for the specific purpose of selling such equity shares in the market at such price or prices at any time within a period of 90 (Ninety) days from the date of allotment, and on such sale, distribute the net sale proceeds (after deduction of the expenses incurred and applicable TDS) to the respective shareholders in the same proportion of their fractional entitlements. Any fractional entitlements from such net proceeds shall be rounded-off to the next rupee. It is clarified that any such distribution shall take place only on the sale of all the fractional shares of the Transferee Company by the Trustee pertaining to the fractional entitlements.
- 6.9 The new equity shares of the Transferee Company issued in terms of Clause 6.1 of this Scheme will be listed and/ or admitted to trading on the Stock Exchanges where the shares of the Transferee Company are listed and/ or permitted to trading. The Transferee Company shall enter such arrangements and give such confirmations and/ or undertakings as may be necessary in accordance with the Applicable Law or regulations for complying with the formalities of the said Stock Exchanges.



A handwritten signature in black ink, possibly reading "S. S. Srinivasan", written over a circular stamp that is partially obscured.

- 6.10 Unless otherwise notified in writing on or before such date as may be determined by the Board of the Transferee Company or a committee thereof, the new equity shares issued to the shareholders of the Transferor Company by the Transferee Company shall be issued in dematerialised form by the Transferee Company, provided that details of the depository accounts of the shareholders of the Transferor Company are made available to the Transferee Company by the Transferor Company at least 10 (Ten) working days prior to the Effective Date. In the event such details are not available with the Transferee Company, it shall issue the new equity shares to the shareholders of the Transferor Company in physical form. The new equity shares allotted pursuant to this Scheme shall remain frozen in the depositories system till relevant directions in relation to listing/trading are provided by the relevant Stock Exchanges.
- 6.11 The issue and allotment of the equity shares as provided under this Scheme, is an integral part and therefore, shall be deemed to have been carried out without requiring any further act on the part of the Transferee Company or its shareholders and as if the procedure laid down under Section 62 of the Act any other applicable provisions of the Act, as may be applicable and such other statutes and regulations as may be applicable were duly complied with except for making necessary filings under the Act to effectuate such issuance.
- 6.12 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Transferor Company, the Board of the Transferee Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, as the case may be, to effectuate such a transfer as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising in the transfer of the shares in the Transferor Company and in relation to the shares issued by the Transferee Company, after the effectiveness of the Scheme. The Board of the Transferee Company shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new shareholders in the Transferee Company on account of difficulties faced in the transition period.
- 6.13 In the event that the Transferor Company and the Transferee Company restructure their equity share capital by way of share split/ consolidation/ issue of bonus shares during the pendency of the Scheme, the Share Exchange Ratio and the Stock Options, shall be adjusted accordingly to take into account the effect of any such corporate actions.
- 6.14 The new equity shares to be issued by the Transferee Company pursuant to Clause 6.1 above in respect of such equity shares of the Transferor Company as are subject to lock-in pursuant to Applicable Law shall be locked-in as and to the extent required under Applicable Law.
- 6.15 The new equity shares to be issued by the Transferee Company pursuant to Clause 6.1 above in respect of such equity shares of the Transferor Company, the allotment or transfer of which is held in abeyance under Applicable Law shall, pending allotment or



settlement of dispute by order of the appropriate court or otherwise, also be kept in abeyance in like manner by the Transferee Company;

7. CANCELLATION OF SHARES

7.1 As on March 31, 2022, Conneqt Business Solutions Limited holds 1,11,82,912 equity shares of the Transferor Company. An application has been made on January 21, 2022 with the National Company Law Tribunal, Bengaluru Bench for the sanction of the scheme of amalgamation of Greenpiece Landscapes India Private Limited, MFX Infotech Private Limited and Conneqt Business Solutions Limited with Quess Corp Limited. The said scheme provides for the amalgamation of Greenpiece Landscapes India Private Limited, MFX Infotech Private Limited and Conneqt Business Solutions Limited with and into the Quess Corp Limited. Once the said scheme is approved and sanctioned by the National Company Law Tribunal, Bengaluru Bench, Quess Corp Limited will hold 1,11,82,912 equity shares in the Transferor Company, constituting approximately 73.39% of the total equity shares of the Transferor Company.

7.2 Given the above, upon the Scheme being effective and in consideration of the transfer of and vesting of the Undertaking of the Transferor Company in the Transferee Company in terms of the Scheme, 1,11,82,912 equity shares held by Quess Corp Limited i.e. approximately 73.39% of the total equity shares of the Transferor Company (held upon sanction of the scheme of amalgamation of Greenpiece Landscapes India Private Limited, MFX Infotech Private Limited and Conneqt Business Solutions Limited with Quess Corp Limited), shall stand cancelled and extinguished and in lieu thereof, no allotment of any shares in the Transferee Company shall be made against those 73.39% of the total equity shares of the Transferor Company.

7.3 In the event where the scheme of amalgamation of Greenpiece Landscapes India Private Limited, MFX Infotech Private Limited and Conneqt Business Solutions Limited with Quess Corp Limited is not sanctioned by the National Company Law Tribunal, Bengaluru Bench, 1,11,82,912 equity shares held by Conneqt Business Solutions Limited i.e. approximately 73.39% of the total equity shares of the Transferor Company, shall stand cancelled and extinguished and in lieu thereof, no allotment of any shares in the Transferee Company shall be made against those 73.39% of the total equity shares of the Transferor Company.

8. INCREASE IN AUTHORISED CAPITAL OF THE TRANSFEEE COMPANY

8.1 Upon the effectiveness of this Scheme, the authorised share capital of the Transferor Company shall be merged with that of the Transferee Company. The authorised share capital of the Transferee Company will automatically stand increased to that effect by simply filing the requisite forms with the Appropriate Authority and no separate procedure or further resolution under Section 62 of the Act or instrument or deed or



payment of any stamp duty and registration fees shall be required to be followed under the Act.

- 8.2 Consequently, Clause V of the Memorandum of Association of the Transferee Company shall without any act, instrument or deed be and stand altered, modified, and substituted pursuant to Section 13, Sections 230 to 232 of the Act, and other applicable provisions of the Act, as set out below (Refer Note 3):

"V. The Authorised Share Capital of the Company is Rs. 4,27,35,00,000 divided into 41,38,50,000 equity shares of Rs. 10/- (Rupees Ten Only) each and 13,50,000 convertible preference shares of Rs. 100/- (Rupees Hundred Only) each."

Note 3: An application has been made on January 21, 2022 with the National Company Law Tribunal, Bengaluru Bench for the amalgamation of Greenpiece Landscapes India Private Limited, MFX Infotech Private Limited and Conneqt Business Solutions Limited with and into Qness Corp Limited. Once the said scheme is approved and sanctioned by the National Company Law Tribunal, Bengaluru Bench, the authorised capital of Greenpiece Landscapes India Private Limited, MFX Infotech Private Limited and Conneqt Business Solutions Limited will get merged into the Qness Corp Limited. The authorised capital of Qness Corp Limited post effectiveness of the said merger shall be Rs. 3,93,85,00,000 divided into 39,38,50,000 equity shares of Rs. 10/- (Rupees Ten Only) each.

- 8.3 For the avoidance of doubt, it is clarified that, in case, the authorised share capital of the Transferee Company undergoes any change, either as a consequence of any corporate actions or otherwise, then Clause 8.2 shall automatically stand modified/ adjusted to take into account the effect of such change.
- 8.4 It is further clarified that despite the merging of the authorised share capital of the Transferor Company with the Transferee Company in terms of Clause 8.1 is not sufficient for allotment of new equity shares pursuant to certain corporate actions or otherwise, the authorised share capital of the Transferee Company shall then be suitably increased.
- 8.5 It is clarified that the approval of the shareholders of the Transferee Company to the Scheme shall be deemed to be sufficient for effecting the consequential alteration of the Memorandum of Association of the Transferee Company and the Transferee Company shall not be required to seek separate consent/ approval of its shareholders for such alteration of the Memorandum of Association of the Transferee Company as required under Sections 13, 16, 61, 62 and 64 of the Act and other applicable provisions of the Act. In accordance with Section 232(3)(i) of the Act, the stamp duties and fees (including registration fees) paid on the authorised share capital of the Transferor Company shall be utilised and applied to the increased authorised share capital of Transferee Company, if any, and there would be no further requirement for any payment of stamp duty and/ or fee by the Transferee Company for the increase in the authorised capital to that extent.

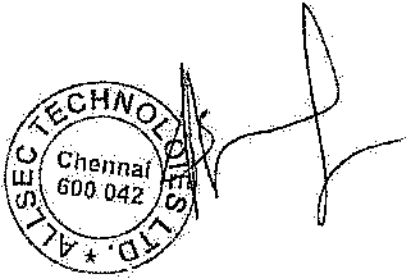


PART DACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEREE COMPANY9. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEREE COMPANY

- 9.1 With effect from the Appointed Date, the Transferee Company shall account for the amalgamation of the Transferor Company in its books of account in accordance with "pooling of interest method" as laid down in Appendix C of Ind AS 103, Business Combinations (Business combinations of entities under common control) notified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015 and in accordance with prevailing guidelines and generally accepted accounting principles in India.
- 9.2 On and from the Appointed Date and subject to the provisions hereof, all assets and liabilities pertaining to the Transferor Company shall be recorded in the books of account of the Transferee Company at their existing carrying amounts and in the same form as appearing in the books of the Transferor Company.
- 9.3 No adjustments will be made to reflect fair values or recognize any new assets or liabilities. The only adjustments that will be made will be to harmonize the accounting policies of the Transferor Company and the Transferee Company.
- 9.4 The financial statements of the Transferee Company in respect of prior periods will be restated as if the merger had occurred from the beginning of the preceding period in the financial statements.
- 9.5 The identity of the reserves shall be preserved and shall appear in the financial statements of the Transferee Company in the same form and at the carrying amount as appearing in the consolidated financial statements of the Transferor Company.
- 9.6 The difference, between the equity share capital issued by the Transferee Company and the carrying value of all the assets, liabilities and existing reserves of the Transferor Company, in case of any excess, shall be credited to capital reserve and in case of shortfall shall be debited to amalgamation adjustment deficit account.
- 9.7 The amount of any inter-company balances, amounts or investments between the Transferor Company and the Transferee Company, appearing in the books of account of the respective Companies, shall stand cancelled in the books of accounts of the respective Companies without any further act or deed, upon this Scheme becoming effective.
- 9.8 While accounting for the amalgamation, costs incurred by the Transferee Company in relation to the issue of equity shares to non-controlling interest in terms of Clause 24 of



the Scheme shall be adjusted against the reserves. Other costs related to amalgamation shall be charged to the statement of profit and loss.



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A circular stamp for ALLSEC TECHNOLOGIES LTD. Chennai 600 042. The stamp is partially obscured by a handwritten signature in black ink.

PART EGENERAL TERMS AND CONDITIONS10. CONDUCT OF BUSINESS UNTIL THE SCHEME BECOMES EFFECTIVE

10.1 With effect from the Appointed Date and up to the Scheme becoming effective and unless otherwise approved by the Transferee Company:

- (a) The Transferor Company shall carry on and be deemed to have carried on 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 undertaking for and on account of and in trust for the Transferee Company.
- (b) All the profits or income accruing or arising to the Transferor Company or costs, charges, expenditure or losses incurred or arising to the Transferor Company, shall for all purposes be treated and deemed to and accrue as the profits or income or costs, charges, expenditure or losses (as the case may be) of the Transferee Company.
- (c) The Transferor Company shall carry on its business and activities with diligence and business prudence in the ordinary course consistent with past practice in good faith and in accordance with Applicable Law and shall not, without the prior consent in writing of the Transferee Company, alter or diversify their respective businesses nor venture into any new business nor originate charge mortgage encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the respective Boards of Directors of the Transferor Company and the Transferee Company.
- (d) The Transferor Company shall not vary the terms and conditions of employment of any of the employees except, consistent with past practice, in the ordinary course of business or without the prior consent of the Transferee Company or pursuant to any pre-existing obligation undertaken by the Transferor Company as the case may be, prior to the Appointed Date.
- (e) All Taxes (including, without limitation, Income-tax, MAT, TDS, sales tax, GST, excise duty, customs duty, service tax, VAT, entry tax, etc.) paid or payable by the Transferor Company in respect of the operation and/ or the profits of the Undertaking of the Transferor Company before the Appointed Date shall be on account of the Transferor Company and, in so far as it relates to the tax payment (including without limitation, Income-tax, MAT, TDS, sales tax, GST, excise duty, customs duty, service tax, VAT, entry tax, etc.) whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect



of the profits or activities or operation of the Undertaking of the Transferor Company with effect from 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.

- (f) The Transferee Company shall be entitled, pending the sanction of this Scheme, to apply to the Central/ State Government and all other agencies, departments and authorities concerned as are necessary under any law or rules, for such consents, approvals, and sanctions, which the Transferee Company may require pursuant to this Scheme.

11. STAFF, WORKMEN AND EMPLOYEES

- 11.1 All the permanent employees of the Transferor Company, who are in service on the date immediately preceding the Scheme becoming effective shall, on and from the date Scheme becoming effective, become and be engaged as the employees of the Transferee Company, without any break or interruption in service as a result of the transfer and on terms and conditions not less favourable (on the overall basis) than those on which they are engaged by the Transferor Company immediately preceding Effective Date. Services of the employees of the Transferor Company shall be considered from the date of their respective appointment with the Transferor Company for the purposes of all retirement benefits and all other entitlements for which they may be eligible. The Transferee Company further agrees that for the purpose of payment of any retrenchment compensation, if any, such past services with the Transferor Company shall also be considered.
- 11.2 It is provided that as far as the provident fund, gratuity fund and pension and/ or superannuation fund or any other special fund created or existing for the benefit of the staff, workmen and other employees of the Transferor Company are concerned, upon the Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Company in respect of the employees so transferred for all purposes whatsoever relating to the administration or operation of such funds or trusts or in relation to the obligation to make contribution to the said funds or trusts in accordance with the provisions of such funds or trusts as provided in the respective deeds or other documents. It is the aim and the intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Company in relation to such funds or trusts shall become those of the Transferee Company. The trustees including the Board of Directors of the Transferor Company and the Transferee Company or through any committee/ person duly authorised by the Board of Directors in this regard shall be entitled to adopt such course of action in this regard as may be advised provided however that there shall be no discontinuation or breakage in the services of the employees of the Transferor Company.



12. LEGAL PROCEEDINGS

- 12.1 All legal proceedings of whatsoever nature by or against the Transferor Company pending and/ or arising on or after the Appointed Date and relating to the Transferor Company shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against the Transferee Company in the manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company if this Scheme had not been made.
- 12.2 The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company referred to in Clause 12.1 above transferred in its name respectively and to have the same continued, prosecuted and enforced by or against the Transferee Company to the same extent as would or might have been continued and enforced by or against the Transferor Company to the exclusion of the Transferor Company.

13. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

- 13.1 Notwithstanding anything to the contrary contained in the contract, deed, bond, agreement or any other instrument, but subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements and other instruments, if any, of whatsoever nature and subsisting or having effect on the Effective Date and relating to the Transferor Company, shall continue in full force and effect against or in favour of the Transferee Company and may be enforced effectively by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto.
- 13.2 With effect from the Appointed Date, any transferable statutory licenses, no-objection certificates, permissions, approvals or consents required to carry on operations of the Transferor Company shall stand vested in the Transferee Company without further act or deed and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Transferee Company upon the vesting and transfer of undertakings of the Transferor Company pursuant to the Scheme. The benefit of all transferable statutory and regulatory permissions, environmental approvals and consent including the statutory licenses, permissions or approvals or consents required to carry on the operations of the Transferor Company shall vest in and become available to the Transferee Company pursuant to the Scheme.
- 13.3 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, enter into or issue or execute deeds, writings, confirmations, novations, declarations or other documents with or in favour of any party to any contract or arrangement to which the Transferor Company was a party or any writings as may be necessary to be executed in



order to give formal effect to the above provisions. The Transferee Company shall, be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances required for the purposes referred to above on the part of the Transferor Company.

- 13.4 Without prejudice to the other provisions of this Scheme, upon effectiveness of this Scheme and with effect from the Appointed Date, all transactions between the Transferor Company and the Transferee Company, that have not been completed, shall stand cancelled.

14. ASSIGNMENT OF ALL INTELLECTUAL PROPERTY RIGHTS

- 14.1 On and with effect from the Appointed Date, the Transferor Company hereby assigns and shall be deemed to have assigned to the Transferee Company, without any further act, deed, document or consideration and free and clear of any lien or Encumbrance, the Transferor Company's entire right, title and interest (within India and all foreign jurisdictions) to any and all Intellectual Property Rights including works of authorship, created, conceived, developed or reduced to practice by the Transferor Company (alone or with others) which (i) are related to the Transferor Company's current or anticipated business, activities, products or services, (ii) result from any work performed by Transferor Company, or (iii) are created, conceived, developed or reduced to practice with the use of Transferor Company's property, including any and all Intellectual Property Rights therein ("Work Product"). Any Work Product which falls within the definition of work made for hire shall be considered a work made for hire, the copyright in which vests initially and exclusively in the Transferor Company.
- 14.2 The Transferor Company waives any rights to be attributed as the author of any Work Product or any moral rights in Work Product.

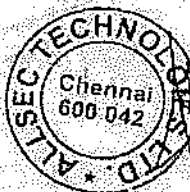
15. TAX

- 15.1 The amalgamation of the Transferor Company with the Transferee Company in terms of this Scheme shall take place with effect from the Appointed Date and shall be in accordance with the provisions of Sections 2(1B), 47 and any other application provisions of the IT Act.
- 15.2 Upon the Scheme becoming effective, all Taxes payable by or refundable to, the Transferor Company, including any refunds, claims or credits including credits for Income-tax, withholding tax, advance tax, self-assessment tax, MAT, dividend distribution tax, CENVAT credit, GST credits, other indirect tax credits and other tax receivables shall be treated as the tax liability, refunds, claims or credits, as the case may be, of the Transferee Company and any tax incentives, benefits (including claims for unabsorbed tax losses and unabsorbed tax depreciation), advantages, privileges, exemptions, credits, tax holidays, remissions or reductions, which would have been available to the Transferor Company,



shall be available to the Transferee Company and following the Effective Date, the Transferee Company shall be entitled to initiate, raise, add or modify any claims in relation to such Taxes on behalf of the Transferor Company.

- 15.3 The provisions of this Scheme as they relate to the amalgamation of the Transferor Company into the Transferee Company have been drawn up to comply with the conditions relating to "amalgamation" as defined under Section 2(1B) of the IT Act. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section of the IT Act or any other sections of the IT Act, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the IT Act, shall prevail and the provisions of this Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the IT Act. Such modification will, however, not affect the other parts of the Scheme.
- 15.4 Any tax liabilities under the IT Act, Wealth Tax Act, 1957, Customs Act, 1962, SGST Act, CGST Act and IGST Act, service tax, luxury tax, entry tax, stamp laws or Applicable Laws/ regulations (hereinafter in this clause referred to as "Tax Laws") dealing with taxes/ duties/ levies allocable or related to the business of the Transferor Company 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 be transferred to Transferee Company.
- 15.5 All Taxes (including Income-tax, TDS, MAT, dividend distribution tax, wealth tax, sales tax, customs duty, SGST, CGST and IGST, entry tax, luxury tax, etc.) paid or payable by the Transferor Company in respect of the operations and/ or the profits of the business on and from the Appointed Date, shall be on account of the Transferee Company and, insofar as it relates to the tax payment (including without limitation Income-tax, wealth tax, sales tax, customs duty, SGST, CGST and IGST, entry tax, luxury tax, etc.), whether by way of deduction at source, advance tax or otherwise howsoever by the Transferor Company in respect of the profits or activities or operation of the business on and from 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.
- 15.6 Any refund under the Tax Laws due to the Transferor Company consequent to the assessments made on Transferor 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 the Transferee Company.
- 15.7 With effect from the Appointed Date, all inter-se transactions between the Transferor Company and the Transferee Company shall be considered as intra-se transactions for all purposes. Further, it is clarified that any taxes in the form of Income-tax, TDS, GST, service tax, works contract tax, VAT, etc. paid on account of such transactions, shall be deemed to have been paid by or on behalf of the Transferee Company and on its own account and therefore, the Transferee Company will be eligible to claim the credit/ refund of the same and is also entitled to revise its return to give effect to the same, wherever applicable.



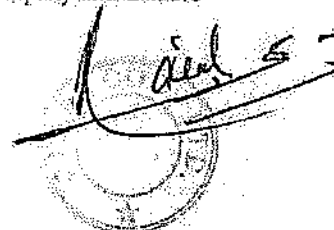
- 15.8 Without prejudice to the generality of the applicable provisions of the Scheme, upon the Scheme becoming effective, the Transferee Company shall be permitted to revise, if it becomes necessary its Income-tax returns and related withholding tax certificates, including withholding tax certificates relating to transactions between the Transferor Company and the Transferee Company and to claim refunds of any excess tax paid arising out of amalgamation or otherwise, advance tax and withholding tax credits, benefit of credit for MAT and carry forward of accumulated losses, etc. pursuant to the provisions of this Scheme.
- 15.9 Without prejudice to the generality of the applicable provisions of the Scheme, upon the Scheme becoming effective, the Transferee Company shall also be permitted to revise, if it becomes necessary, its wealth tax returns, sales tax returns, excise and CENVAT returns, service tax returns, SGST, CGST and IGST returns and other statutory returns and to claim refunds/ credits, pursuant to the provisions of this Scheme.
- 15.10 Without prejudice to the generality of the above, all benefits including under the IT Act, sales tax, excise duty, entry tax law, customs duty, service tax, luxury tax, VAT, SGST Act, CGST Act and IGST Act, etc., to which the Transferor Company is entitled to in terms of the applicable Tax Laws of the Union and State Governments, shall be available to and vest in the Transferee Company.
- 15.11 The service tax, VAT under the pre GST regime and in the GST regime, SGST, CGST and IGST paid by the Transferor Company under the Finance Act, 1994 and/ or SGST Act, CGST Act and IGST Act in respect of services provided by the Transferor Company for the period commencing from the Appointed Date shall be deemed to be service tax, SGST, CGST and IGST paid by the Transferee Company and credit for such service tax, SGST, CGST and IGST shall be allowed to the Transferee Company notwithstanding that challans for service tax payments, SGST, CGST and IGST payments are in the name of the Transferor Company and not in the name of the Transferee Company.

16. SAVING OF CONCLUDED TRANSACTIONS.

Subject to the terms of this Scheme, the transfer and vesting of the Undertaking of the Transferor Company under Clause 5 of this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Company on or before the Appointed Date or concluded after the Appointed Date and the date of sanction of the Scheme (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 Company as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

17. VALIDITY OF EXISTING RESOLUTIONS, ETC.

Upon the effectiveness of this Scheme, the resolutions of the Transferor Company, as are considered necessary by the Board of Directors of the Transferee Company and that are



valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the Act or any other applicable statutory provisions, then said limits as are considered necessary by the Board of Directors of the Transferee Company shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

18. PROFITS AND DIVIDENDS

18.1 The Transferor Company and the Transferee Company shall be entitled to declare and pay dividends, to their respective shareholders consistent with the past practice or in ordinary course of business, whether interim or final.

18.2 It is clarified that the aforesaid provisions in respect of declaration of dividends (whether interim or final) are enabling provisions only and shall not be deemed to confer any right on any shareholder of the Transferor Company and the Transferee Company to demand or claim or be entitled to any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Boards of Directors of the Transferor Company and the Transferee Company as the case may be and subject to approval, if required, of the shareholders of the Transferor Company and the Transferee Company as the case may be.

19. DISSOLUTION OF THE TRANSFEROR COMPANY

19.1 On the Scheme becoming effective, the Transferor Company shall stand dissolved, without being wound-up and the Board of Directors and any committee of the Transferor Company, if any, thereof shall cease to function and shall be discharged from its obligations. Given this, no accounting treatment has been prescribed in the Scheme for the Transferor Company.

19.2 Upon such dissolution of the Transferor Company without winding up, no person shall make and/ or assert claims, demands or proceed against any director or officer or employee of the Transferor Company, for any acts, deeds and things done or decisions taken by or on behalf of the Transferor Company while carrying out the business and activities of the Transferor Company in ordinary course and, on and after the Effective Date the Transferee Company shall accept all such acts, deeds and filings done or decisions taken by the Transferor Company, as acts, deeds and things done or decisions taken by and on behalf of the Transferee Company. Upon the Scheme becoming effective, the name of the Transferor Company shall be struck off from the records of the Registrar of Companies, Chennai having jurisdiction over the Transferor Company.



20. APPLICATION TO NCLT

The Transferee Company and Transferor Company shall, with all reasonable dispatch, make applications to the Hon'ble NCLT, for sanction and carrying out the Scheme and for consequent dissolution of the Transferor Company without winding up. The said Company shall also apply for and obtain such other approvals, as may be necessary in law, if any, for bringing the Scheme into effect and be entitled to take such other steps and proceedings as may be necessary or expedient to give full and formal effect to the provisions of this Scheme.

21. MODIFICATION OR AMENDMENTS TO THE SCHEME

21.1 Subject to the approval of NCLT and other applicable authority, the Transferor Company and the Transferee Company through their respective Board of Directors or other persons duly authorised by the respective Board in this regard, may make or assent to, any alteration or modification to this Scheme or to any conditions or limitations, that the Hon'ble NCLT and/ or any other authority under law may deem fit to direct, approve or impose or which may otherwise be considered necessary, desirable and appropriate as a result of subsequent events or otherwise by them (i.e., the Board). The Transferor Company and the Transferee Company by their respective Board are authorised to take all such steps as may be necessary, desirable, or proper to resolve any doubts, difficulties, or questions whatsoever for carrying the Scheme into effect, whether by reason of any directive or order of any other authorities or otherwise howsoever, arising out of or under or by virtue of the Scheme and/ or any matter concerned or connected therewith.

21.2 The Board of Directors of the Transferor Company and the Transferee Company are authorised to withdraw the Scheme for sufficient reasons at any time prior to the Scheme being sanctioned by NCLT.

This Scheme has been drawn up to comply and come within the definition and conditions relating to "amalgamation" as specified under Section 2(1B) and Section 47 of the IT Act. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said sections of the IT Act, at a later date, including resulting from an amendment of law 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 defined in the IT Act. In such an event the clauses which are inconsistent shall be modified or if the need arises be deemed to be deleted and such modification/ deemed deletion shall however not affect the other parts of the Scheme.

21.3 If any provision in this Scheme shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention and understanding of the Transferor Company and the Transferee

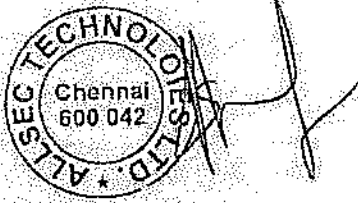


Company.

22. CONDITIONALITY OF THE SCHEME

Unless otherwise decided (or waived) by the concerned party, the effectiveness of this Scheme is and shall be conditional upon and subject to the fulfilment or waiver (to the extent permitted under the Applicable Law) of the following:

- (a) The Transferor Company and the Transferee Company filing the Scheme approved by their respective Board of Directors with the designated stock exchanges fixed by the Board of Directors of the Transferor Company and the Transferee Company, respectively, in terms of the SEBI Circular and receiving a 'no objection' and/ or 'observation' letter.
- (b) The approval of the Scheme by the requisite majority in number and value of such classes of persons including the respective members and/ or creditors of the Transferor Company and the Transferee Company as required under the Act and as may be directed by the Hon'ble NCLT, or any Appropriate Authority as may be applicable.
- (c) Approval of the shareholders of the Transferor Company and the Transferee Company through e-voting and/ or any other mode as may be required under any Applicable Law and the SEBI Circular. The Scheme shall be acted upon only if the votes cast by the public shareholders in favour of the proposal are more than the number of votes cast by the public shareholders of the Transferor Company and Transferee Company, against it as required under the SEBI Circular. The term 'public' shall carry the same meaning as defined under Rule 2 of the Securities Contracts (Regulation) Rules, 1957.
- (d) The requisite consent, approval or permission of the Government Authority or any other statutory or regulatory authority including stock exchanges, SEBI, which by law may be necessary for the implementation of this Scheme.
- (e) The sanction of the Scheme by the Hon'ble NCLT under Sections 230 to 232 of the Act and other applicable provisions of the Act in favour of the Transferor Company and the Transferee Company under the said provisions.
- (f) The certified copy of the order of the Hon'ble NCLT under Sections 230 to 232 of the Act sanctioning the Scheme is filed with the Registrar of Companies by the Transferor Company and the Transferee Company.
- (g) Each part in section of the Scheme shall be given effect to as per the chronology in which it has been provided for in the Scheme. However, failure of any one part of one section for lack of necessary approval from the shareholders/ creditors/



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statutory regulatory authorities shall not result in the whole Scheme failing. It shall be open to the concerned Board of Directors to consent to severing such part(s) of the Scheme and implement the rest of the Scheme as approved by the Hon'ble NCLT with such modification.

(h) Compliance with such other conditions as may be imposed by the Hon'ble NCLT;

23. EFFECT OF NON-RECEIPT OF APPROVALS

23.1 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 Transferor Company shall, in accordance with law, mutually 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 Hon'ble NCLT, 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, unless otherwise mutually agreed.

23.2 The Transferor Company and the Transferee Company through their respective Board, shall each be at liberty to withdraw from this Scheme (i) in case any condition or alteration imposed by any Appropriate Authority/ person is unacceptable to any of them or (ii) they are of the view that coming into effect of the respective parts to this Scheme could have adverse implications on the respective companies. Upon triggering of such event, 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, unless otherwise mutually agreed.

23.3 In the event of revocation/ withdrawal, no rights and liabilities whatsoever shall accrue to or be incurred *inter se* the Transferor Company and the Transferee Company or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or in accordance with the Applicable Law and in such case, the Transferor Company and the Transferee Company shall bear its own costs, unless otherwise mutually agreed.

24. 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 Company 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 respective companies.



25. MISCELLANEOUS

In case any doubt or difference or issue shall arise among the Transferor Company 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 Company or the Transferee Company, as to the construction of this Scheme or as to any account 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 amiably settled between the Board of Directors of the Transferor Company and the Transferee Company and the decision arrived at therein shall be final and binding on all concerned.

26. RESIDUAL PROVISIONS

26.1 In the event of any inconsistency between any of the terms and conditions of any earlier arrangement between Transferee Company and the Transferor Company and their respective Shareholders and the terms and conditions of this Scheme, the latter shall prevail.

26.2 Any error, mistake, omission, commission, which is apparent 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 herein above.

26.3 If any part or provision of this Scheme is found to be invalid, unenforceable or unworkable, for any reason whatsoever, the same shall not affect the validity or implementation of the other parts and/ or provisions of the Scheme and no rights or liabilities whatsoever shall accrue to or be incurred *inter se* by, the parties or their respective shareholders, creditors, employees or any other person with respect to such part of the Scheme which is invalid, unenforceable or unworkable.



