

THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY SCHEME PETITION NO.1 OF 2014.
CONNECTED WITH
COMPANY SUMMONS FOR DIRECTION NO. 799 OF 2013.
NORFOLK IT SOLUTIONS PRIVATE LIMITED,
....Petitioner/ First Transferor Company.
AND
COMPANY SCHEME PETITION NO.2 OF 2014.
CONNECTED WITH
COMPANY SUMMONS FOR DIRECTION NO. 805 OF 2013.
NORFOLK SOFT-TECH PRIVATE LIMITED,
....Petitioner/ Second Transferor Company.
AND
COMPANY SCHEME PETITION NO.3 OF 2014.
CONNECTED WITH
COMPANY SUMMONS FOR DIRECTION NO. 804 OF 2014.
NORTHSTAR SOFT-TECH PRIVATE LIMITED,
....Petitioner/ Third Transferor Company.
AND
COMPANY SCHEME PETITION NO.4 OF 2014.
CONNECTED WITH
COMPANY SUMMONS FOR DIRECTION NO. 803 OF 2014.
PETRON CONTRACTORS PRIVATE LIMITED,
....Petitioner/ Fourth Transferor Company.
AND
COMPANY SCHEME PETITION NO.5 OF 2014.
CONNECTED WITH
COMPANY SUMMONS FOR DIRECTION NO. 802 OF 2013.
SHENZHEN CONSTRUCTION ENGINEERING GROUP PRIVATE LIMITED
....Petitioner/ Fifth Transferor Company.
AND
COMPANY SCHEME PETITION NO.6 OF 2014.
CONNECTED WITH
COMPANY SUMMONS FOR DIRECTION NO. 801 OF 2013.
VIKATA ENGINEERING SERVICES PRIVATE LIMITED
....Petitioner/ Sixth Transferor Company.
WITH
COMPANY SCHEME PETITION NO.7 OF 2014.
CONNECTED WITH
COMPANY SUMMONS FOR DIRECTION NO. 800 OF 2013.
NECTAR MERCANTILE PRIVATE LIMITED
....Petitioner/ Transferee Company.

In the matter of the Companies Act, 1 of 1956;

Page 1 of 3

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AND

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

AND

In the matter of Scheme of Amalgamation Between NORFOLK IT SOLUTIONS PRIVATE LIMITED AND NORFOLK SOFT-TECH PRIVATE LIMITED AND NORTHSTAR SOFT-TECH PRIVATE LIMITED AND PETRON CONTRACTORS PRIVATE LIMITED AND SHENZHEN CONSTRUCTION ENGINEERING GROUP PRIVATE LIMITED AND VIKATA ENGINEERING SERVICES PRIVATE LIMITED WITH NECTAR MERCANTILE PRIVATE LIMITED and their respective shareholders and creditors

Called for hearing

Mr. Rajesh Shah with Mr. Chandrakant Mhadeshwar i/b Rajesh Shah & Co., Advocate for the Petitioners in all Petitions.

Mr. S. Ramakantha Official Liquidator, present in CSP Nos. 1 to 6 of 2014

Mr. M. S. Bhardwaj i/b Dr. H.P. Chaturvedi for Regional Director in all Petitions.

CORAM: S. J. Kathawalla, J.

DATE : 4th July, 2014

PC:

1. Heard learned counsel for the parties. No objector has come before the court to oppose the Scheme and nor any party has controverted any averments made in the Petition.
2. The sanction of the Court is sought to a Scheme of Amalgamation Between NORFOLK IT SOLUTIONS PRIVATE LIMITED AND NORFOLK SOFT-TECH PRIVATE LIMITED AND NORTHSTAR SOFT-TECH PRIVATE LIMITED AND PETRON CONTRACTORS PRIVATE LIMITED AND SHENZHEN CONSTRUCTION ENGINEERING GROUP PRIVATE LIMITED



AND VIKATA ENGINEERING SERVICES PRIVATE LIMITED WITH NECTAR MERCANTILE PRIVATE LIMITED and their respective shareholders and creditors, under Sections 391 to 394 of the Companies Act, 1956.

3. Learned Counsel for the Petitioners states that the First Transferor Company, Third Transferor Company, Fourth Transferor Company and Transferee Company are in business of Consultancy and Trading and Second Transferor Company, Fifth Transferor Company and Sixth Company are in business of Consultancy. The proposed scheme of Amalgamation will have the benefit that As the Transferor Companies and Transferee Company are having common shareholders forming a single group along with their associates it would be much more desirable to synchronize the activities of all the Transferor Companies and Transferee Company into a single entity and the amalgamation would provide synergistic linkages besides economics in cost by combining the total business functions and the related activities and operations and thus, contribute to the profitability of the Transferee Company and Amalgamation would facilitate the availability of financial resources, managerial and technical abilities and marketing expertise of the Transferor Companies to the Transferee Company and Amalgamation would facilitate a better co-ordination and



efficient operational and economic control in the conduct of the business of the Transferee Company and with the enhanced capabilities and resources consequent to the undertakings of Transferor Companies being consolidated with that of Transferee Company, the amalgamated Company will have greater flexibility to market and meet customer needs and will be able to compete more effectively, thus further strengthening its market position, particularly the global market, more effectively. Transferor Companies and Transferee Company has approved the said Scheme of Amalgamation by passing the Board Resolutions which are annexed to the respective Company Scheme Petitions.

4. The learned Advocate for the Petitioners further states that, Petitioner Companies have complied with all the directions passed in Company Summons for Directions and that the Company Scheme Petitions have been filed in consonance with the orders passed in respective Company Summons for Directions and seeks sanction to the said proposed Scheme of Amalgamation.

5. The learned counsel appearing on behalf of the Petitioners have stated that the Transferor Companies and the Transferee Company have complied with all requirements as per directions of this Court and they have filed necessary Affidavits of



compliance in the Court. Moreover, Petitioner Companies undertake to comply with all statutory requirements if any, as required under the Companies Act, 1956 / 2013 and rule made there under whichever is applicable. The said undertaking is accepted.

6. The Official Liquidator has filed his report on 26th June, 2014 in Company Scheme Petition Nos. 1 of 2014 to 6 of 2014 stating that the affairs of the Transferor Companies have been conducted in a proper manner and that the Transferor Companies may be ordered to be dissolved.
7. The Regional Director has filed an Affidavit on 1st April, 2014 stating therein, save and except as stated in paragraph 6, it appears that the Scheme is not prejudicial to the interest of shareholders and public. In paragraph 6 of the said Affidavit, it is stated as under.

6. That the Deponent further submits that:-

(a) Clause 2.3 of the scheme provides for accounting treatment. In this regard, it is submits that in addition to compliance of AS 14 Transferee Company shall pass such accounting entries as may be necessary in connection with the scheme to comply with any other applicable accounting standards and the financial statement of the Transferee Company post amalgamation shall be in compliance with Schedule VI of the Companies Act, 1956.

(a) Deponent further respectfully submitted that the Tax issue, if any, arising out of this scheme shall be subject to final decision of Income Tax Authority and approval of the scheme by Hon'ble High Court may not deter the Income Tax Authority to examine the tax returns filed by the petitioner company inde-



pendently and the decision of Income Tax Authority is binding on the petitioner company."

8. So far as the observation in paragraph 6 (a) of the Affidavit of Regional Director is concerned, the Petitioner /Transferee Company through its counsel undertakes that in addition to compliance of Accounting Standard 14, the Transferee Company will pass such accounting entries which are necessary in connection with this Scheme to comply with any other Accounting Standards
9. So far as the observation in paragraph 6(b) of the Affidavit of Regional Director is concerned, the Petitioner Companies are bound to comply with all applicable provision of Income Tax Act, and all tax issues arising out of Scheme will be met and answered in accordance with law.
10. The Learned Counsel for Regional Director on instructions of Mr. Rajesh Dalmia, Deputy Director in the office of the Regional Director, Ministry of Corporate Affairs, Western Region, Mumbai states that they are satisfied with the undertaking given by the Advocate for the Petitioner Company. The undertaking given by the petitioner companies are accepted.
11. From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is



not contrary to public policy. None of the parties concerned has come forward to oppose the Scheme in the court.

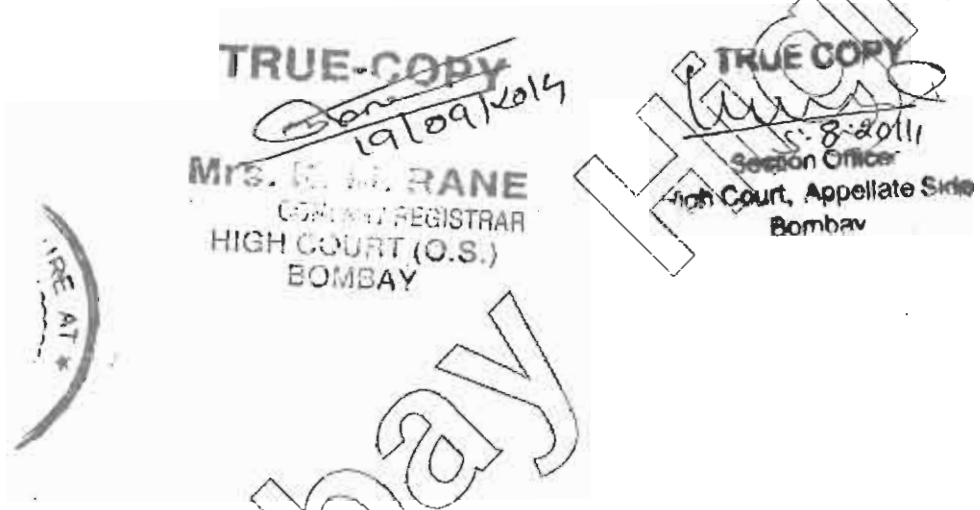
12. Since all the requisite statutory compliances have been fulfilled, Company Scheme Petition Nos. 1 of 2014, 2 of 2014, 3 of 2014, 4 of 2014, 5 of 2014 and 6 of 2014 are made absolute in terms of prayer clauses (a) to (d) and Company Scheme Petition No. 7 of 2014 are made absolute in terms of prayer clauses (a) to (c).
13. The Petitioner Companies to lodge a copy of this order and the Scheme duly authenticated by the Company Registrar, High Court (O.S.), Bombay, with the concerned Superintendent of Stamps, for the purpose of adjudication of stamp duty payable, if any, on the same within 60 days from the date of the order.
14. Petitioners are directed to file a copy of this order along with a copy of the Scheme of Amalgamation with the concerned Registrar of Companies, electronically, along with E-Form 21 or INC 28 in addition to physical copy as per the relevant provisions of the Companies Act, 1956/2013 whichever is applicable.
15. The Petitioner Companies to pay costs of Rs.10,000/- each to the Regional Director, Western Region, Mumbai and the Petitioners in the Company Scheme Petition Nos. 1 of 2014, 2 of 2014, 3 of 2014, 4 of 2014, 5 of 2014 and 6 of 2014 to pay costs of Rs.10,000/- each to the Official Liquidator, High Court,



Bombay. Costs to be paid within four weeks from the date of the Order.

- 16. Filing and issuance of the drawn up order is dispensed with.
- 17. All authorities concerned to act on a copy of this order along with Scheme duly authenticated by the Company Registrar, High Court (O. S.), Bombay.

(S. J. Kathawalla, J.)





SCHEME OF AMALGAMATION

BETWEEN

NORFOLK IT SOLUTIONS PRIVATE LIMITED

AND

NORFOLK SOFT-TECH PRIVATE LIMITED

AND

NORTHSTAR SOFT-TECH PRIVATE LIMITED

AND

PETRON CONTRACTORS PRIVATE LIMITED

AND

SHENZHEN CONSTRUCTION ENGINEERING GROUP PRIVATE LIMITED

AND

VIKATA ENGINEERING SERVICES PRIVATE LIMITED

WITH

NECTAR MERCANTILE PRIVATE LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

PREAMBLE

(A) Purpose of the Scheme

This Scheme of Amalgamation is presented under Sections 391 to 394 of the Companies Act, 1956 for Merger of Norfolk It Solutions Private Limited (“Norfolk IT”) and Norfolk Soft-Tech Private Limited (“Norfolk Soft-Tech”) and Northstar Soft-Tech Private Limited (“Northstar”) and Petron Contractors Private Limited

("Petron") and Shenzhen Construction Engineering Group Private Limited ("Shenzhen") and Vikata Engineering Services Private Limited ("Vikata") with Nectar Mercantile Private Limited ("Nectar") and this Scheme also provides for various other matters consequential or otherwise integrally connected therewith.

(B) Rationale

The Scheme of Amalgamation would consolidate the business operations of the Companies and have the following benefits:

- Integration of operations;
- Rationalisation of administrative, operative and marketing costs;
- Simplification of the group structure;
- Lesser administrative and procedural compliance;
- Enhanced financial strength and flexibility;
- Efficient management control and systems; and
- Cost saving in fees/ duties payable on statutory and procedural compliance



(C) Parts of the Scheme

The Scheme is divided into the following parts:

- (a) PART 1 deals with the Definitions and Share Capital;
- (b) PART 2 deals with the merger of the Transferor Companies into Nectar;
- (c) PART 3 deals with Other Terms and Conditions.

PART 1

DEFINITIONS AND SHARE CAPITAL

1.1. DEFINITIONS

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

- 1.1.1. "Act" or "the Act" means the Companies Act, 1956, or any statutory modification or re-enactment thereof for the time being in force;

- 1.1.2. "Appointed Date" means July 1, 2013 or such other date as may be decided by the High Court;
- 1.1.3. "Board of Directors" means the Board of Directors of the Transferee Company or the Transferor Companies or all as the context may require and includes a committee thereof.
- 1.1.4. "Court" or "High Court" means the High Court of Judicature at Bombay and shall include the National Company Law Tribunal, if applicable;
- 1.1.5. "Effective Date" means the last of the dates on which the certified copies of the Order of the High Court of Judicature at Bombay sanctioning the Scheme of Amalgamation is filed with the Registrar of Companies, Maharashtra, Mumbai by the Transferor Companies and the Transferee Company;
- 1.1.6. "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Amalgamation in its present form as submitted to the Honorable High Court of Judicature at Bombay or this Scheme with such modification(s), if any made;
- 1.1.7. "The Transferee Company" or "Nectar" means Nectar Mercantile Private Limited, a company incorporated under the Companies Act, 1956, and having its registered office at Office No 6 Ground Floor Shree Hanumanta Apartment Bamanwada Near Chakala Cigarette Factory Mumbai – 400099.
- 1.1.8. The following transferor companies are together referred to as "the Transferor Companies" :
- Norfolk IT Solutions Private Limited
- Norfolk Soft-Tech Private Limited
- Northstar Soft-Tech Private Limited
- Petron Contractors Private Limited
- Shenzhen Construction Engineering Group Private Limited
- Vikata Engineering Services Private Limited

1.1.8.1. "Norfolk It " or "the Transferor Company No. 1" means Norfolk It Solutions Private Limited, a company incorporated under the Companies Act, 1956, and having its registered office at Office No. 6, Shri Hanumanta Apt., SRA CHS Ltd, Bamanwada, M C Chagala Marg, Vile Parle (East), Mumbai - 400099;

1.1.8.2. "Norfolk Soft-Tech" or "the Transferor Company No. 2" means Norfolk Soft-Tech Private Limited, a company incorporated under the Companies Act, 1956, and having its registered office at Office No. 6, Shri Hanumanta Apt., SRA CHS Ltd, Bamanwada, M C Chagla Marg, Vile Parle (East), Mumbai - 400099;

1.1.8.3. "Northstar" or "the Transferor Company No. 3" means Northstar Soft-Tech Private Limited, a company incorporated under the Companies Act, 1956, and having its registered office at 7th Floor, Raheja Point - I, Jawaharlal Nehru Marg, Vakola Market, Santa Cruz (East), Mumbai - 400055;

1.1.8.4. "Petron" or "the Transferor Company No. 4" means Petron Contractors Private Limited, a company incorporated under the Companies Act, 1956, and having its registered office at 6 / Gr. Floor, Shree Hanumanta Apt., Bamanwada, Near Chakala Cigarette Factory, Andheri (East), Mumbai – 400099;



1.1.8.5. "Shenzen" or "the Transferor Company No. 5" means Shenzhen Construction Engineering Group Private Limited, a company incorporated under the Companies Act, 1956, and having its registered office at 7th Floor, Raheja Point-1, Jawaharlal Nehru Marg, Vakola Market, Santacruz East, Mumbai – 400055;

1.1.8.6. "Vikata" or "the Transferor Company No. 6" means Vikata Engineering Services Private Limited, a company incorporated under the Companies Act, 1956, and having its registered office at 7th Floor, Raheja Point-1, Jawaharlal Nehru Marg, Vakola Market, Santacruz East, Mumbai – 400055;

1.1.9. Undertakings

"Undertakings" of the Transferor Companies shall mean and include:

1.1.9.1. All the assets, claims, estates, interests, powers, properties, rights and titles of every description of, or relating to, the Transferor Companies as on the Appointed Date (hereinafter referred to as "the said assets");

1.1.9.2. All the debts, duties, liabilities and obligations of every description of, or pertaining to, the Transferor Companies as on the Appointed Date, whether provided for or not in the books of account of the Transferor Companies in its Balance Sheet (hereinafter referred to as "the said liabilities").

1.1.9.3. Without prejudice to the generality of Clauses 1.1.9.1 & 1.1.9.2 above, the Undertakings of the Transferor Companies shall also mean and include advantages of whatsoever nature, agreements, allotments, approvals, arrangements, authorizations, benefits, capital work-in-progress, concessions, rights and benefit of all contracts, consents, current assets, easements, engagements, exemptions, fixed assets, industrial and intellectual property rights of any nature whatsoever and licenses in respect thereof, intangibles, investments, leasehold rights, liberties, ownership flats, patents, permits, purchase orders, letters of intent, pending orders, documents & records in physical or electronic form, utilities including electricity and water connections wheresoever available and deposits given for obtaining and continuing such utilities, powers of every kind, nature and description whatsoever, privileges, provision funds, quota rights, registrations, reserves, and all properties, movable and immovable, real, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wherever situated, right to use and avail of telephones, telexes, facsimile connections, installations and other communication facilities and equipments, tenancy rights, titles, trademarks, pending applications for trademarks, trade names, and any other utilities held by the Transferor Companies or to which the Transferor Companies is entitled to as on the Appointed Date and cash and bank balances, all earnest moneys, margin money and / or deposits including security deposits paid by the Transferor Companies and all other interests wherever situated, belonging to or in the

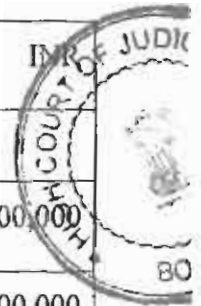
ownership, power or possession and in the control of or vested in or granted in favor of or enjoyed by or arising to the Transferor Companies.

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Securities Contract Regulation Act, 1956, the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

1.2. SHARE CAPITAL

1.2.1. The authorized, issued, subscribed and paid-up share capital of Norfolk IT is as under:

Particulars	
Authorised Capital	
10,000 Equity Shares of Rs 10 each	1,00,000
14,00,000 Preference Shares of Re. 1 each	14,00,000
Total	15,00,000
Issued, Subscribed & Paid Up Capital	
10,000 Equity Shares of Rs 10 each fully paid up	1,00,000
14,00,000, 10% Non Cumulative Redeemable Preference Shares of Re. 1 each fully paid up	14,00,000
Total	15,00,000



1.2.2. The authorized, issued, subscribed and paid-up share capital of Norfolk Soft-Tech is as under:

Particulars	INR
Authorised Capital	

10,000 Equity Shares of Rs 10 each	1,00,000
14,00,000 Preference Shares of Re. 1 each	14,00,000
Total	15,00,000
Issued, Subscribed & Paid Up Capital	
10,000 Equity Shares of Rs 10 each fully paid up	1,00,000
14,00,000, 10% Non Cumulative Redeemable Preference Shares of Re. 1 each fully paid up	14,00,000
Total	15,00,000

1.2.3. The authorized, issued, subscribed and paid-up share capital of Northstar is as under:

Particulars	INR
Authorised Capital	
10,000 Equity Shares of Rs 10 each	1,00,000
14,00,000 Preference Shares of Re. 1 each	14,00,000
Total	15,00,000
Issued, Subscribed & Paid Up Capital	
10,000 Equity Shares of Rs 10 each fully paid up	1,00,000
14,00,000, 10% Non Cumulative Redeemable Preference Shares of Re. 1 each fully paid up	14,00,000
Total	15,00,000

1.2.4. The authorized, issued, subscribed and paid-up share capital of Petron is as under:

Particulars	INR

Authorised Capital	
10,000 Equity Shares of Rs 10 each	1,00,000
14,00,000 Preference Shares of Re. 1 each	14,00,000
Total	15,00,000
Issued, Subscribed & Paid Up Capital	
10,000 Equity Shares of Rs 10 each fully paid up	1,00,000
14,00,000, 10% Non Cumulative Redeemable Preference Shares of Re. 1 each fully paid up	14,00,000
Total	15,00,000

1.2.5. The authorized, issued, subscribed and paid-up share capital of Shenzhen is as under:

Particulars	
Authorised Capital	
10,000 Equity Shares of Rs 10 each	1,00,000
52,00,000 Preference Shares of Re. 1 each	52,00,000
Total	53,00,000
Issued, Subscribed & Paid Up Capital	
10,000 Equity Shares of Rs 10 each fully paid up	1,00,000
Total	1,00,000



1.2.6. The authorized, issued, subscribed and paid-up share capital of Vikata is as under:

Particulars	INR
Authorised Capital	
10,000 Equity Shares of Rs 10 each	1,00,000

14,00,000 Preference Shares of Re. 1 each	14,00,000
Total	15,00,000
Issued, Subscribed & Paid Up Capital	
10,000 Equity Shares of Rs 10 each fully paid up	1,00,000
14,00,000, 10% Non Cumulative Redeemable Preference Shares of Re. 1 each fully paid up	14,00,000
Total	15,00,000

1.2.7. The authorized, issued, subscribed and paid-up share capital of Nectar is as under:

Particulars	INR in Crores
Authorised Capital	
10,000 Equity Shares of Rs 10 each	1,00,000
Total	1,00,000
Issued, Subscribed & Paid Up Capital	
10,000 Equity Shares of Rs 10 each, fully paid up	1,00,000
Total	1,00,000

1.3. **DATE OF TAKING EFFECT AND OPERATIVE DATE**

The Scheme, set out herein in its present form or with any modifications(s) shall be effective from the Appointed Date unless the context requires otherwise.

PART 2

MERGER OF TRANSFEROR COMPANIES INTO NECTAR

2.1. **TRANSFER AND VESTING OF UNDERTAKING**

2.1.1. With effect from the opening of the business as on the Appointed Date, the entire business and whole of the undertakings of Transferor Companies including all its

properties and assets (whether movable or immovable, tangible or intangible) of whatsoever nature such as investments, licenses, permits, quotas, approvals, lease, tenancy rights, permissions, incentives if any, and all other rights, title, interest, contracts, consents, approvals or powers of every kind, nature and descriptions whatsoever shall under the provisions of Sections 391 to 394 of the Act and pursuant to the orders of the High Court of Judicature at Bombay or any other appropriate authority sanctioning this Scheme and without further act, instrument or deed, but subject to the charges if any, affecting the same as on the Effective Date shall stand transferred and/or deemed to be transferred to and vested in Nectar so as to become the properties and assets of the Nectar.

2.1.2. The transfer and vesting as aforesaid shall be subject to the existing charges / hypothecation / mortgages, if any, as may be subsisting and agreed to be created over or in respect of the said assets or any part thereof, provided however, any reference in any security documents or arrangements to which Transferor Companies are party wherein the assets of the Transferor Companies have been or are offered or agreed to be offered as security for any financial assistance or obligations shall be construed as reference only to the assets pertaining to the Transferor Companies and vested in Nectar by virtue of this Scheme to the end and intent that the charges shall not extend or deemed to extend to any assets of the Nectar.

Provided that the Scheme shall not operate to enlarge the security for the said liabilities of the Transferor Companies which shall vest in Nectar by virtue of the Scheme and Nectar shall not be obliged to create any further, or additional security thereof after the merger has become effective or otherwise.

2.1.3. The said liabilities The Transferor Companies shall also, without any further act, instrument or deed be transferred to and vested in and assumed by and/or deemed to be transferred to and vested in and assumed by Nectar pursuant to the provisions of Sections 391 to 394 of the Act, with same terms and conditions as it

was in the Transferor Companies, so as to become the liabilities of Nectar and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen, in order to give effect to the provisions of this Clause.

2.2. ISSUE AND ALLOTMENT OF SHARES

2.2.1. The entire issued, subscribed and paid-up equity share capital of Norfolk IT and Norfolk Soft-Tech is held by them inter-se and Nectar. Upon the Scheme becoming effective, no shares of Nectar shall be allotted in lieu or exchange of Norfolk IT, Norfolk Soft-Tech and Nectar holding in Norfolk IT and Norfolk Soft-Tech and whole of the equity share capital of Norfolk IT and Norfolk Soft-Tech shall stand cancelled.

2.2.2. The entire issued, subscribed and paid-up equity share capital of Vikata is held by Norfolk IT, Norfolk Soft-Tech and Nectar. Upon the Scheme becoming effective, no shares of Nectar shall be allotted in lieu or exchange of holding of Norfolk IT, Norfolk Soft-Tech and Nectar in Vikata and whole of the equity share capital of Vikata shall stand cancelled.

2.2.3. Nectar is holding 51% of issued, subscribed and paid-up equity share capital of Northstar, Petron and Shenzhen. Upon the Scheme becoming effective, no shares of Nectar shall be allotted in lieu or exchange of its holding in Northstar, Petron and Shenzhen and 51% of the equity share capital of Northstar, Petron and Shenzhen shall stand cancelled.

2.2.4. Norfolk IT is holding 75% of issued, subscribed and paid-up preference share capital of Norfolk Soft-Tech. Upon the Scheme becoming effective, no shares of Nectar shall be allotted in lieu or exchange of Norfolk IT holding in Norfolk Soft-Tech and 75% of the preference share capital of Norfolk Soft-Tech shall stand cancelled.

2.2.5. Upon the Scheme becoming effective and upon transfer and vesting of the undertakings of the Transferor Companies into Nectar, Nectar shall, without any

further application or deed, issue and allot, at par, to the Equity Shareholders and Preference Shareholders of the Transferor Companies (remaining if any after taking effect of 2.2.1 to 2.2.4 above) whose name appears in the Register of Members of the Transferor Companies, as on the Effective Date or to their successors-in-title, fully paid up preference shares (terms and conditions are given in Schedule I) as the case may be, in the following ratio:

- 1 (One) 10%, non convertible, non cumulative redeemable preference share of the face value of Rs.10/- each of Nectar in respect of every 1 (One) equity share of the face value of Rs.10 each held in the Transferor Companies.
- 1 (One) 10%, non convertible, non cumulative redeemable preference shares of the face value of Rs.10/- each of Nectar in respect of every 10 (Ten) preference share of the face value of Re.1 each held in Transferor Companies.

2.2.6. Any fraction arising on issue of shares as above will be rounded off to the nearest integer.

2.2.7. The shares to be issued by Nectar pursuant to Clause 2.2.5 above shall be issued in physical form by Nectar, unless otherwise requested in writing by the shareholders of Transferor Companies.



2.2.8. The shares to be issued and allotted as above shall be subject to and in accordance with the Memorandum and Articles of Association of Nectar.

2.2.9. Nectar shall take necessary steps to increase or alter or re-classify, if necessary, its Authorized Share Capital suitably to enable it to issue and allot the shares required to be issued and allotted by it under this Scheme.

2.2.10. The approval of this Scheme by the shareholders of Nectar shall be deemed to be due compliance of all applicable provisions of the Act for the issue and allotment of shares by Nectar to the shareholders Transferor Companies, as provided in this Scheme.

2.3. ACCOUNTING TREATMENT

- 2.3.1. All the assets and liabilities of the Transferor Companies shall be recorded by Nectar at their respective fair values, as may be decided by the Board of Directors of Nectar;
- 2.3.2. Shares allotted pursuant to Clause 2.2.5 above shall be recorded as Share Capital;
- 2.3.3. Inter-company balances, investments and transactions if any, will stand cancelled;
- 2.3.4. The difference being excess of assets over liabilities recorded by Nectar after giving effect to Clause 2.3.1 to Clause 2.3.3 above be credited to the Capital Reserve Account. In case of there being a shortfall, the same shall be carried forward as Goodwill.
- 2.3.5. Disclosures as required by the Accounting Standard – 14 will be made by Nectar.
- 2.3.6. Notwithstanding the above, the Board of Directors of the Transferee Company, in consultation with its statutory auditors, is authorized to account any of the balances in any other manner, if the board of directors considers it desirable and if such accounting treatment is considered more appropriate.

2.4. BUSINESS AND PROPERTY IN TRUST FOR THE TRANSFERE COMPANY

- 2.4.1. During the period between the Appointed Date and the Effective Date,
- (a) The Transferor Companies shall carry on and deemed to have carried on their business and activities and shall stand possessed of their entire business and undertakings, in trust for the Nectar and shall account for the same to Nectar.
 - (b) All the income or profits accruing or arising to the Transferor Companies and all costs, charges, expenses or losses incurred by the Transferor

Companies shall for all purposes be treated the income, profits, costs, charges, expenses and losses as the case may be of Nectar.

- (c) The Transferor Companies shall carry on their business and activities with reasonable diligence and business prudence and shall not alter or diversify their respective businesses nor venture into any new businesses, nor alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business without the prior consent of Nectar 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 Companies and Nectar.

2.4.2. The Transferor Companies shall not utilise the profits or income for the purpose of declaring or paying any dividend or for any other purpose in respect of the period falling on and after the Appointed Date, without the prior written consent of Nectar.

2.4.3. Nectar shall be entitled, pending the sanction of the Scheme, to apply to the Central/State Government(s) and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which Nectar may require to carry on the business of the Transferor Companies.

2.5. PENDING SUITS, ETC.

2.5.1. If any suit, appeal or other proceeding of whatever nature by or against the Transferor Companies are pending, the same shall not abate or be discontinued or be in any way prejudicially affected by reason of the amalgamation by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against Nectar in the same manner and to the same extent as it would or might have been

continued, prosecuted and enforced by or against the Transferor Companies as if this Scheme had not been made.

2.6. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

2.6.1. Subject to the other provisions contained in this Scheme, all contracts, deeds, bonds, agreements and other instruments of whatever nature to which, the Transferor Companies are a party subsisting or having effect immediately before the Scheme coming into effect shall be in full force and effect against or in favor of Nectar, and may be enforced by or against Nectar as fully and effectually as if, instead of the Transferor Companies, Nectar had been a party thereto.

2.7. SAVING OF CONCLUDED TRANSACTIONS

2.7.1. The transfer of properties and liabilities under Clause 2.1 above and the continuance of proceedings by or against Nectar under Clause 2.5 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 Nectar 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.

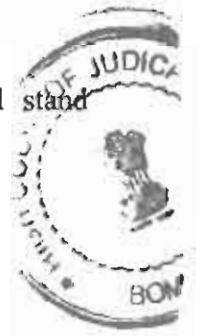
2.8. STAFF, WORKMEN & EMPLOYEES

2.8.1. On the Scheme becoming operative, all staff, workmen and employees of the Transferor Companies (if any) in service on the Effective Date shall be deemed to have become staff, workmen and employees of Nectar without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with Nectar shall not be less favorable than those applicable to them with reference to the Transferor Companies on the Effective Date.

2.8.2. It is expressly provided that, on the Scheme becoming effective, the provident fund, gratuity fund, superannuation fund or any other special fund or trusts created or existing for the benefit of the staff, workmen and employees of the Transferor Companies shall become the trusts/ funds of Nectar for all purposes whatsoever in relation to the administration or operation of such fund or funds or in relation to the obligation to make contributions to the said fund or funds in accordance with the provisions thereof as per the terms provided in the respective trust deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Companies in relation to such fund or funds shall become those of the Nectar. It is clarified that the services of the staff, workmen and employees of the Transferor Companies will be treated as having been continuous for the purpose of the said fund or funds.

2.9. **WINDING UP**

2.9.1. On the Scheme becoming effective, the Transferor Companies shall stand dissolved without being wound up.



PART 3

OTHER TERMS AND CONDITIONS

3.1. **COMBINATION OF AUTHORISED CAPITAL**

3.1.1. Upon sanction of this Scheme, the authorised share capital of the Transferee Company shall automatically stand increased without any further act, instrument or deed on the part of the Transferee Company including payment of stamp duty and fees payable to Registrar of Companies, by the authorised share capital of the Transferor Companies amounting to Rs. 1,28,00,000 (Rupees one crore & twenty eight lacs) comprising of 60,000 (Sixty Thousand) equity shares of Rs. 10 each and 1,22,00,000 (One crore twenty two lacs) preference shares of Re.1 each and the Memorandum of Association shall, without any further act, instrument or deed, be and stand altered, modified and amended, and the consent

of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Sections 16, 31, 94 and 394 and other applicable provisions of the Act would be required to be separately passed, as the case may be and for this purpose the stamp duties and fees paid on the authorised capital of the Transferor Companies shall be utilized and applied to the increased authorised share capital of the Transferee Company and there would be no requirement for any further payment of stamp duty and/or fee by the Transferee Company for increase in the authorised share capital to that extent.

3.1.2. Consequent upon the Amalgamation, the authorised share capital of the Transferee Company will be as under:

<u>Authorised Capital</u>	Amount in INR
70,000 Equity Shares of Rs 10 each	7,00,000
12,20,000 Preference Shares of Rs. 10 each	1,22,00,000
Total	1,29,00,000

It is clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent / approval also to the alteration of the Memorandum of the Transferee Company as may be required under the Act, and Clause V(a) of the Memorandum of Association of the Transferee Company shall respectively stand substituted by virtue of the Scheme to read as follows:

Clause V(a) of the Memorandum of Association of the Transferee Company:

“V(a). The Authorised Share Capital of the Company is Rs. 1,29,00,000 (Rupees One Crore Twenty Nine lacs only) divided into 70,000 (Seventy Thousand) Equity Shares of Rs.10 (Rupees Ten) each, 12,20,000 (Twelve Lacs Twenty Thousand) Preference Shares of Rs.10 (Rupee Ten) each.”

3.2. TREATMENT OF TAXES

3.2.1. Any tax or other sum due under the Income-tax Act 1961 and other applicable laws / regulations dealing with taxes/duties/levies (hereinafter in this clause referred to as "Tax Laws") allocable or related to the Transferor Companies whether or not provided for or covered by tax provisions in accounts of the Transferor Companies made as on the date immediately preceding the Appointed Date shall be transferred to and become the amount due by the Transferee Company. Any surplus in the provision for taxation/duties/levies account including the benefit of any advance tax and tax deducted at source (TDS) as on the date immediately preceding the Appointed Date, will also be transferred to and become the advance tax and / or TDS of the Transferee Company.

3.2.2. Any refund under the Tax Laws due to the Transferor Companies consequent to the assessment made on the Transferor Companies whether before or after the Appointed Date whether or not no credit is taken in the accounts of the Transferor Companies as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.



3.2.3. All taxes (including income tax, service tax etc.) paid or payable by the Transferor Companies in respect of the operations and/or the profits of the Transferor Companies before the Appointed Date, shall subject to Clause 3.2.1 and 3.2.3 above be on account of the Transferor Companies and in so far as it relates to the tax payment (including without limitations income tax, services tax etc.) whether by way of deduction at source, advance tax, or otherwise howsoever, by the Transferor Companies in respect of the profits or activities or operation of the business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

3.3. APPLICATION TO HIGH COURT

3.3.1. The Transferor Companies and the Transferee Company shall as may be required make applications and/or petitions under Sections 391 to 394 of the Act and other applicable provisions of the Act to the High Court of Judicature at Bombay for sanction of this Scheme and all matters ancillary or incidental thereto.

3.4. MODIFICATION OR AMENDMENTS TO THE SCHEME

3.4.1. The Transferor Companies and the Transferee Company by their respective Board of Directors (which term shall include any duly constituted Committee thereof) may assent to any modifications/amendments to the Scheme or to any conditions or limitations that the Court and/or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of Directors) subject to the approval of the Hon'ble High Court where so required by law or any other authorities under applicable law. The Transferor Companies and the Transferee Company by their respective Board of Directors be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

3.5. CONDITIONALITY OF THE SCHEME

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

- 3.5.1. The Scheme being approved by the requisite majorities in number and value of such classes of persons including the members and / or creditors of the Transferor Companies as may be directed by the Hon'ble High Court of Judicature at Bombay or any other competent authority, as may be applicable.
- 3.5.2. The Scheme being sanctioned by the High Court of Judicature at Bombay or any other authority under Sections 391 to 394 of the Act.



3.5.3. Certified copies of the Orders of the High Court of Judicature at Bombay sanctioning the Scheme being filed with the Registrar of Companies, Maharashtra, at Mumbai by the Transferor Companies and the Transferee Company.

3.6. EFFECT OF NON-RECEIPT OF APPROVALS

3.6.1. In the event of any of the said sanctions and approvals referred to in the preceding clause not being obtained and/ or the Scheme not being sanctioned by the Bombay High Court or such other competent authority and / or the Order not being passed as aforesaid before December 31, 2014 or within such further period or periods as may be agreed upon amongst the Transferor Companies and the Transferee Company by their Boards of Directors (and which the Boards of Directors of the companies are hereby empowered and authorised to agree to and extend the Scheme from time to time without any limitation), this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law.



3.7. COSTS, CHARGES & EXPENSES

3.7.1. All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) arising out of, or incurred in carrying out and implementing this Scheme and matters incidental thereto, shall be borne by the Transferee Company.

TRUE-COPY
19/09/2014
Mrs. K. M. RANE
COMPANY REGISTRAR
HIGH COURT (O.S.)
BOMBAY

Certified to be TRUE COPY
For RAJESH SHAH & CO.
Rajesh Shah
Advocate for the Petitioner/Applicant

SCHEDULE - I

KEY TERMS AND CONDITIONS FOR ISSUE OF PREFERENCE SHARES

Issuer	Nectar Mercantile Private Limited
Instrument	10% Non Convertible, Non Cumulative Redeemable Preference Shares
Face value	Rs. 10 per Preference Share issued
Redemption	To be redeemed at par at the end of 20 years from the date of allotment
Call option to issuer	<p>Nectar Mercantile Private Limited will have an option to redeem the Preference Shares at any time after the end of 12 months from the date of allotment ("Call Option"). If Nectar Mercantile Private Limited exercises its Call Option, it will be liable to pay the amount of the face value of the Preference Shares along with dividend declared and unpaid, if any, up to the date on which it exercises the Call Option ("Redemption Amount").</p> <p>In case Nectar Mercantile Private Limited exercises the Call Option, its liability to the Preference Shareholders shall stand extinguished from the date of dispatch of the cheques / pay order for the Redemption Amount.</p>
Put option to shareholder	<p>The preference shares issued pursuant to the Scheme shall be redeemable at par the option of the shareholders at any time before the expiry of twenty years from date of allotment by giving not less than seven days notice.</p> <p>In the event of shareholders not exercising the put option, the same shall be redeemed by the Nectar Mercantile Private Limited at the end of twenty years from the date of the allotment.</p>



~~TRUE COPY~~
19/09/2019
Mrs. K. M. RANE
 COMPANY REGISTRAR
 HIGH COURT (O.S.)
 BOMBAY

Certified to be TRUE COPY
 For RAJESH SHARMA CO.
Rajesh Sharma
 Advocate for the Petitioner/Applicant





IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY SCHEME PETITION NO. 5 OF 2014.

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO. 802 OF 2013.

In the matter of the Companies Act, 1 of 1956;

AND

In the matter of Sections 391 to 394 of the
Companies Act, 1956

AND

In the matter of Scheme of Amalgamation between
NORFOLK IT SOLUTIONS PRIVATE LIMITED
AND NORFOLK SOFT-TECH PRIVATE LIMITED
AND NORTHSTAR SOFT-TECH PRIVATE
LIMITED AND PETRON CONTRACTORS PRIVATE
LIMITED AND SHENZHEN CONSTRUCTION OF
ENGINEERING GROUP PRIVATE LIMITED AND
VIKATA ENGINEERING SERVICES PRIVATE
LIMITED WITH NECTAR MERCANTILE PRIVATE
LIMITED and their respective shareholders and
creditors.



SHENZHEN CONSTRUCTION ENGINEERING
GROUP PRIVATE LIMITED,

... Petitioner Company.

Authenticated copy of the Minutes of the Order dated
4th July, 2014 alongwith Scheme

M/S.RAJESH SHAH & CO

Advocates for the Petitioner

16, Oriental Building,
30, Nagindas Master Road,
Flora Fountain,
Mumbai-400 001.

Registered on 05/07/2014
Registered on 18/09/2014
Section Written
Folio
Examined by [Signature]
Compared with [Signature]
Ready on 19 SEP 2014
Returned on 20 SEP 2014