

**NOTICE CONVENING THE EXTRAORDINARY GENERAL MEETING OF THE  
SHAREHOLDERS OF DTDC EXPRESS LIMITED**

To

The shareholders of DTDC Express Limited (“**Company**” or “**Transferee Company**”)

Notice is hereby given that the Extraordinary General Meeting (EGM) of the Members of the company will be held at 04:00 HOURS on 27th August, 2020 at No. 3, DTDC House, Victoria Road, Bengaluru – 560047 through video conferencing to transact the following business:

1.To consider, and if thought fit, to pass with or without any modification(s) the following as a special resolution:

To approve the scheme of arrangement and demerger between the Company and DTDC 3PL and Fulfilment Limited (“**Transferor Company**”) for the demerger of the e-commerce and logistics undertaking of the Transferor Company with the Company (“**Scheme**”):

**AS SPECIAL BUSINESS:**

“**RESOLVED THAT** pursuant to Section 233 of the Companies Act, 2013 (“**Act**”), enabling provisions in the Memorandum and Articles of Association of the Company and Companies (Compromise, Arrangement and Amalgamation) Rules, 2016 and the National Company Law Tribunal Rules, 2016 (“**Rules**”) and other applicable provisions, if any, of the Act and the Rules and subject to sanction by the Regional Director, South East Region, Ministry of Corporate Affairs or such other competent authority, as may be applicable, being obtained and subject to such terms and conditions and modification(s) as may be imposed, prescribed or suggested by the Regional Director, South East Region, Ministry of Corporate Affairs or such other competent authority, as may be applicable, the draft of the scheme of arrangement and demerger between DTDC 3PL and Fulfilment Limited (“**Transferor Company**”) and DTDC Express Limited (“**Transferee Company**”) for the demerger of the e-commerce and logistics undertaking of the Transferor Company with the Transferee Company laid before the meeting and initialled by the Chairman for the purpose of identification, be and is hereby approved.

**RESOLVED FURTHER THAT** the Directors of the Company be and are hereby authorized to sign, seal and deliver all documents, agreements and deeds and perform all such acts, matters and things and to take all such steps as may be necessary or desirable to give effect to this resolution.”

The abovementioned Scheme, if approved by the shareholders of the Company, will be subject to the subsequent approval of the Regional Director, South East Region, Ministry of Corporate Affairs.

Explanatory Statement under Section 230 read with Section 102 of the Companies Act, 2013 along with a copy of the Scheme and other annexures including attendance slip and other relevant documents are enclosed and can also be obtained free of charge at the registered office of the Company at No. 3, Victoria Road, Bangalore, Karnataka- 560047 during office hours on working days upto the date of the meeting between 10 A.M. and 5 P.M. Persons entitled to attend and vote at the meeting, may vote in person or through their representative.

**For DTDC Express Limited**  
**Sd/-**  
**Subhasish Chakraborty**  
**Chairman & Managing Director**  
**DIN 00175976**

**Notes:**

1. The EGM Notice is being sent to the Members electronically to their email IDs registered with the Company and put up on the website of the Company.
2. The Company intends to convene the EGM in compliance with applicable provisions of the Companies Act, 2013 read with Circular No.14/2020 dated 8<sup>th</sup> April, 2020, Circular No.17/2020 dated 13<sup>th</sup> April, 2020 and Circular No.22/2020 dated 15<sup>th</sup> June 2020.
3. Since the meeting is being held via video conferencing, pursuant to Circular No. 14/2020 dated 08.04.2020, facility of appointment of proxies by members will not be available.
4. The copies of the following documents as prescribed under Rule 25(3) of The Companies (Compromises, Arrangements And Amalgamations) Rules, 2016 are being circulated along with this notice and the same formulates an integral part of the notice:-
  - (i) Proposed scheme of arrangement and demerger;
  - (ii) Declaration of solvency in Form CAA 10;
  - (iii) Statement with prescribed disclosures under Rule 25(3)(a) read with Rule 6(3) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 as a part of explanatory statement.
5. Corporate members intending to send their authorized representatives are requested to send a duly certified copy of the board or governing body resolution authorizing the representatives to attend and vote at the EGM at least 48 hours before the meeting.
6. In all correspondence with the Company and/or the R&T Agent, Folio No./DP ID and Client ID no. must be quoted by the Members.
7. Relevant documents referred to in the accompanying Notice and the statement pursuant to Section 102(1) of the Companies Act, 2013 are available for inspection at the Registered Office as well as the Corporate Office of the Company during normal business hours on all working days upto the date of the EGM.
8. The Members require an electronic device such as computer or laptop or mobile phone with appropriate audio video facilities to participate in the EGM.
9. The Members shall click on the following link to join the EGM:  
[meet.google.com/pgh-wkys-bbh](https://meet.google.com/pgh-wkys-bbh)
10. The Members participating (Participants) in the EGM shall ensure that no person other than the concerned Member is attending or has access to the proceedings of the EGM.
11. Facility of Video Conferencing will be available 15 minutes before the time fixed for the meeting and will be closed on expiry of 15 minutes after the meeting.
12. Participants are requested to log in 15 minutes prior to the scheduled time of the meeting to ensure that the meeting can be started on time without any glitches.

13. Participants shall keep their audio muted during the meeting, unless they are speaking. However, they will be required to keep their videos on throughout the meeting.
14. Every Participant shall identify himself before speaking at the EGM.
15. Attendance of members through Video Conferencing will be counted for the purposes of reckoning quorum of the meeting.
16. Mr. Manjunatha Reddy M (Membership No FCS 8285, CP 7259), Practicing Company Secretary has been appointed as the Scrutinizer to scrutinize the voting of poll in a fair and transparent manner.
17. The said Mr. Manjunatha Reddy M shall scrutinize votes cast by Polling Paper at the Meeting and submit a report on votes cast to the Chairman of the Meeting.
18. The voting will be carried out at the meeting by sending signed Polling Papers to the Scrutinizer by email directly to the Scrutinizer's email id i.e. [reddy@legalmonk.com](mailto:reddy@legalmonk.com) after Chairman request you to vote.
19. The result of the voting shall be announced by Chairman of the Meeting on receipt of Scrutinizer's Report and same shall be displayed on the notice Board and website of the Company.
20. All the recordings of the proceedings at the said EGM would be made by Mr. M H Shyamaprasad, Company Secretary of the Company, as instructed by the Chairman of the Meeting, at the registered office of the Company.
21. In case of any difficulty faced by the members in joining the meetings via video conferencing, or in case any assistance is required by the members in using the technology, then members may reach out to Mr M H Shyamaprasad who will available at 9342280213 and 9880108388.
22. The result of the voting shall be declared at the EGM and shall also be put up on the website of the Company.
23. The recorded transcript of the meeting shall be made available on the website of the Company.

**For DTDC Express Limited**  
**Sd/-**  
**Subhasish Chakraborty**  
**Chairman & Managing Director**  
**DIN**  
**00175976**

**EXPLANATORY STATEMENT PURSUANT TO SECTION 102**  
**OF THE COMPANIES ACT, 2013**

Members are requested to note that the Board of Directors (“**Board**”), at their meeting held on 7<sup>th</sup> May, 2020 approved the scheme of arrangement and demerger of the e-commerce and logistics undertaking of the Transferor Company with the Transferee Company and their respective shareholders (“**Scheme**”), pursuant to Section 233 of the Act read with the Companies (Compromise, Arrangements and Amalgamations) Rules 2016 and other applicable provisions if any, under the Companies Act, 2013.

Members are further requested to note that the proposed Scheme would enable consolidation of the e-commerce and logistics business of the Transferor Company into the Company which will facilitate focused growth, operational efficiencies, business synergies and better supervision of the businesses of the group.

Members may further note that the proposed Scheme will not cause any prejudice to the creditors of the Company since it does not involve any financial outlay/outgo and also would not in any way adversely affect the ordinary operations of the Company or the ability of the Company to honour its commitments or to pay its debts in the ordinary course of business.

Accordingly, the Board recommends the aforementioned resolution for the approval of the members.

None of the directors, key managerial personnel and their relatives is concerned or interested, financially, or otherwise in the proposed resolutions.

**SCHEME OF ARRANGEMENT**  
**UNDER SECTIONS 233 AND OTHER APPLICABLE PROVISIONS**  
**OF THE COMPANIES ACT, 2013**  
**AMONGST**  
**DTDC EXPRESS LIMITED**  
**AND**  
**DTDC 3PL AND FULFILMENT LIMITED**  
**AND**  
**THEIR RESPECTIVE SHAREHOLDERS**

A. **PREAMBLE**

This scheme of arrangement (hereinafter referred to as the “**Scheme**”) provides for demerger of the Demerged Undertaking (as defined hereinafter) of DTDC 3PL and Fulfilment Limited and transfer of the same to DTDC Express limited and other matters consequential, supplemental, incidental and / or otherwise integrally connected therewith, pursuant to Section 233 and other applicable provisions of the Act (as defined hereinafter).

If the Central Government (defined below) does not confirm and refers this Scheme to NCLT (defined below) consequent to objections or suggestions from the jurisdictional Registrar of Companies or Official Liquidator or for any other reason, then NCLT may consider this Scheme as per provisions of Section 230 to Section 232 of the Act and pass an order accordingly. In such a scenario, (a) all references to Section 233 of the Act in this Scheme shall be deemed to be references to Section 230 to Section 232 of the Act; and (b) relevant references to the Central Government shall be deemed to be reference to the NCLT.

B. **BACKGROUND OF THE COMPANIES**

- (i) DTDC 3PL and Fulfilment Limited, the “**Demerged Company**” is a public company incorporated under the provisions of the Companies Act, 1956. The Demerged Company is engaged in primarily two business activities through the following undertakings, namely –Warehousing business consisting of 3PL and Ecommerce warehousing and Logistics business. The Demerged Company is a wholly owned subsidiary of the Resulting Company.
- (ii) DTDC Express Limited the “**Resulting Company**” is a public company incorporated under the provisions of the Companies Act, 1956. The Resulting Company is engaged, inter alia, in the business of courier, Ecommerce shipment delivery, cargo, logistics, freight forwarding and related services, both within India and outside. The Resulting Company is the parent entity of the Demerged Company.

C. **RATIONALE FOR THIS SCHEME**

The demerger and vesting of the Demerged Undertaking (*defined hereinafter*) of the Demerged Company (*defined hereinafter*) to the Resulting Company (*defined hereinafter*) pursuant to this Scheme shall, *inter alia*, result in following benefits:

- (i) help the Resulting Company in reorganising its business with the objective of consolidating the E-Commerce and Logistics business into a single entity;
- (ii) help the Demerged Company and the Resulting Company in achieving structural and operational efficiency, enhanced competitiveness and greater accountability;
- (iii) will enable the Resulting Company to achieve a strong financial position on account of alignment of assets and liabilities resulting in improved financial base, and capabilities that will help further growth and provide benefits to the shareholders, employees and customers;
- (iv) focused business approach and management attention to the respective line of business of both Demerged Company and Resulting Company; and

- (v) There is no likelihood that interests of any shareholder or creditor or employee of any of the Demerged Company or the Resulting Company would be prejudiced as a result of this Scheme.

#### D. **OVERVIEW AND OPERATION OF THIS SCHEME**

This Scheme provides for the demerger, transfer and vesting of the Demerged Undertaking from the Demerged Company to the Resulting Company on a going concern basis, and the consequent issue of shares by the Resulting Company in the manner set out in this Scheme, and in accordance with the provisions of Sections 233 of the Act (*as defined hereinafter*) and other applicable provisions of Applicable Law; and

The Demerged Companies will continue to pursue their interests in the Remaining Business (*as defined hereinafter*) as is presently being carried out.

#### E. **PARTS OF THIS SCHEME**

This Scheme is divided into the following parts:

- (i) **PART I** deals with the definitions of capitalized terms used in this Scheme and the share capital of the Demerged Company and the Resulting Company;
- (ii) **PART II** deals with the transfer and vesting of the Demerged Undertaking from the Demerged Company into the Resulting Company and the manner of vesting of the Demerged Undertaking; and
- (iii) **PART III** deals with the general terms and conditions that would be applicable to this Scheme.

### **PART I**

#### **DEFINITIONS AND SHARE CAPITAL**

##### **1. DEFINITIONS**

In this Scheme, unless inconsistent with the subject or context thereof, (i) capitalised terms defined by inclusion in quotations and/ or parenthesis have the meanings so ascribed; (ii) subject to (iii) below, all terms and words not defined in this Scheme shall have the same meaning ascribed to them under Applicable Laws; and (iii) the following expressions shall have the following meanings:

**“Act”** means the Companies Act, 2013 (including any statutory modifications(s) or re-enactment(s) thereof) and rules and regulations made thereunder, for the time being in force, and which may relate or are applicable to the arrangement;

**“Appointed Date”** means 1 April 2019 or such other date as may be agreed by the board of directors of the Demerged Company and the Resulting Company and approved by the Central Government or as directed or imposed by the Central Government;

**“Applicable Law”** means any applicable national, provincial, local or other law including all applicable provisions of all (a) constitutions, decrees, treaties, statutes, laws (including the

common law), codes, notifications, rules, regulations, policies, guidelines, circulars, directions, directives, ordinances or orders of any Appropriate Authority, statutory authority, court, tribunal having jurisdiction over the Parties; (b) Permits; and (c) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Appropriate Authority having jurisdiction over the Parties

**“Appropriate Authority”** means:

- (i) the government of any jurisdiction (including any national, state, municipal or local government or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, central bank, commission or other authority thereof;
- (ii) any public international organisation or supranational body and its institutions, departments, agencies and instrumentalities; and
- (iii) any governmental, quasi-governmental or private body or agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, tax, importing or other governmental or quasi-governmental authority including (without limitation) the Competition Commission of India, and the NCLT (*as defined hereinafter*).

**“Board”** in relation to each of the Demerged Company and the Resulting Company as the case may be, means the board of directors of such company, and shall include a committee of directors or any person authorized by the board of directors or such committee of directors duly constituted and authorized for the purposes of matters pertaining to the transfer and demerger, this Scheme or any other matter relating thereto.

**“Central Government”** means the jurisdictional Regional Director or any other government authority as may be notified by the Government for the purpose of Section 233 of the Act;

**“Demerged Company”** means DTDC 3PL and Fulfilment Limited, a public unlisted company incorporated under the Act under the corporate identity number U63010KA2007PLC043567 and having its registered office at DTDC House, No. 3, Victoria Road, Bangalore 560047;

**“Demerged Undertaking”** means the entire activities, operations, business division and undertaking of the Demerged Company pertaining to the E-Commerce and Logistics business which is being transferred to the Resulting Company on a going concern basis along with all related assets, liabilities, employees, rights, powers, of whatsoever nature and kind, and wheresoever situated, and shall include (without limitation) in particular the following –

- (a) all the movable and immovable properties, tangible or intangible, including all computers and accessories, software, applications and related data, equity shares, preference shares and other securities of associate/ subsidiary/ joint venture companies, plant and machinery, equipment, furniture, fixtures, vehicles, stocks and inventory, leasehold assets and other properties, real, corporeal and incorporeal, in possession or reversion, present and contingent assets (whether tangible or intangible) of whatsoever nature, assets including cash in hand, amounts lying in the banks, investments, escrow accounts, claims, powers, authorities, allotments, approvals, consents, letters of intent, registrations, contracts, engagements, arrangements, rights, credits, titles, interests, benefits, club memberships, advantages, freehold, leasehold rights, brands, sub-letting tenancy rights, with or



without the consent of the landlord as may be required by Applicable Law, goodwill, other intangibles, industrial and other licenses, approvals, Permits, authorisations, trademarks, trade names, patents, patent rights, copyrights, and other industrial and intellectual properties and rights of any nature whatsoever including know-how, websites, portals, domain names, or any applications for the above, assignments and grants in respect thereof, import quotas and other quota rights, right to use and avail of telephones, telex, facsimile, email, internet, leased lines and other communication facilities, connections, installations and equipment, utilities, electricity and electronic and all other services of every kind, nature and description whatsoever, provisions, funds, and benefits (including all work-in progress), of all agreements, arrangements, deposits, advances, recoverable and receivables, whether from government, semi-government, local authorities or any other person including customers, contractors or other counter parties, etc., all earnest monies and/ or deposits, privileges, liberties, easements, advantages, benefits (including but not limited to benefits of tax relief under the Income-tax Act, 1961 and includes credit for advance tax, taxes deducted at source, minimum alternate tax credit, benefits under the value added tax, benefits of any unutilised GST / CENVAT / service tax credits etc.), exemptions, licenses, privileges and approvals of whatsoever nature and wheresoever situated, belonging to or in the ownership, power or possession or control of or vested in or granted in favour of or enjoyed by the Demerged Company in relation to and pertaining to the E-Commerce and Logistics business;

- (b) all receivables, loans and advances, including accrued interest thereon, all advance payments, earnest monies and/ or security deposits, payment against warrants, if any, or other entitlements of the Demerged Company in relation to and pertaining to the E-Commerce and Logistics business;
- (c) all deposits and balances with government, semi government, local and other authorities and bodies, customers and other persons, all entitlements to tax and other credits, set offs, carry forward balances including in particular eligible losses under section 72A of the Income-tax Act, 1961, , investments (if any) pertaining to the E-Commerce and Logistics business, including securitised assets, earnest moneys and / or security deposits paid or received by the Demerged Company directly or indirectly in connection with or relating to the E-Commerce and Logistics business and where the amount of any entitlement, credit, set off or carry forward balance relating directly or indirectly to the E-Commerce and Logistics business cannot be separately identified, the same shall be deemed to be the proportion of such entitlement, credit, set off or carry forward balance as the proportion of the book value of the assets of the Demerged Undertaking to the total assets of the Demerged Company at the close of the day preceding the Appointed Date;
- (d) all employees of the Demerged Company engaged in or in relation to and pertaining to the E-Commerce and Logistics business along with all benefits under employment including gratuity, superannuation, pension benefits and the provident fund or other compensation or benefits of such employees;
- (e) all the debts, liabilities, duties and obligations including contingent liabilities of the Demerged Company in relation to and pertaining to the E-Commerce and Logistics business; and
- (f) all books, records, files, papers, engineering and process information, records of standard operating procedures, computer programs along with their licenses,

drawings, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information and other records whether in physical or electronic form, in connection with or relating to the E-Commerce and Logistics business of the Demerged Company;

It is clarified that the Demerged Undertaking does not include the assets, liabilities and obligations forming part of the Remaining Business (*as defined hereinafter*). In case, if any assets or liabilities or contracts or any other instrument of the Demerged Undertaking cannot be transferred to the Resulting Company for any reasons whatsoever, the Demerged Company shall continue to hold those assets or liabilities or contracts or any instrument on trust for the benefit of the Resulting Company in so far as it is permissible so to do, till such time as transfer is effected

Any question that may arise as to whether a specific asset or liability pertains or does not pertain to the Demerged Undertaking shall be decided by mutual agreement between the Board of the Demerged Company and the Resulting Company

**“Effective Date”** means the day on which means the last of the dates on which the certified copy of the confirmation order of this Scheme issued by the Central Government, is filed with the Registrar of Companies, Bengaluru. References in this scheme to the date of “coming into effect of this Scheme” or “upon the Scheme being effective” shall mean the Effective Date;

**“Encumbrance”** means (i) any charge, lien (statutory or other), or mortgage, any easement, encroachment, right of way, right of first refusal or other encumbrance or security interest securing any obligation of any person; (ii) pre-emption right, option, right to acquire, right to set off or other third party right or claim of any kind, including any restriction on use, voting, Transfer, receipt of income or exercise; or (iii) any equity, assignments hypothecation, title retention, restriction, power of sale or other type of preferential arrangements; or (iv) any agreement to create any of the above; the term **“Encumber”** shall be construed accordingly;

**“INR”** means Indian Rupee, the lawful currency of the Republic of India;

**“Parties”** shall mean collectively the Demerged Company and the Resulting Company and **“Party”** shall mean each of them, individually;

**“Permits”** means all consents, licences, permits, permissions, authorisations, rights, clarifications, approvals, clearances, confirmations, declarations, waivers, exemptions, registrations, filings, whether governmental, statutory, regulatory under Applicable Law;

**“Person”** means an individual, a partnership, a corporation, a limited liability partnership, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or an Appropriate Authority;

**“Record Date”** means the date to be fixed by the Board of the Demerged Company in consultation with the Resulting Company, for the purpose of determining the shareholders of the Demerged Company for issue of the new equity shares pursuant to this Scheme;

**“Remaining Business”** means all the business, units, divisions, undertakings and their respective assets and liabilities other than those forming part of the Demerged Undertaking;

**“Resulting Company”** means DTDC Express Limited, a public unlisted company incorporated under the Companies Act, 1956 under the corporate identity number

U85110KA1990PLC011089, having its registered office at DTDC House, No. 3, Victoria Road, Bangalore 560047;

“**RoC**” means the relevant Registrar of Companies having jurisdiction over the Demerged Company and the Resulting Company, as the case may be;

“**Scheme**” means this Scheme of Arrangement, with or without any modification approved or imposed or directed by the Central Government;

“**Taxation**” or “**Tax**” means all forms of taxation and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions and levies and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value or otherwise and shall further include payments in respect of or on account of Tax, whenever and wherever imposed or attributable directly or primarily to the Demerged Company or the Resulting Company or any other Person and all penalties, charges, costs and interest relating thereto;

“**Tax Laws**” means all Applicable Laws and regulations dealing with Taxes including, the Income-tax Act, 1961, Central Goods and Services Tax Act, 2017, State Goods and Services Tax Act, 2017 as notified by respective States, Union Territory Goods and Services Tax Act, 2017, Integrated Goods and Services Tax Act, 2017 and Rules, Notifications, Amendments and Circulars issued under the respective Acts, the Central Sales Tax Act, 1956, any other State sales tax / value added tax laws, or service tax, or corporation tax;

“**Transfer**” means to transfer, sell, convey, assign, pledge, hypothecate, create a security interest in or Encumbrance on, place in trust (voting or otherwise), transfer by operation of law or in any other way subject to any Encumbrance or dispose of, whether or not voluntarily, and “**Transferring**” and “**Transferred**” have corresponding meanings;

“**Tribunal**” or “**NCLT**” means the National Company Law Tribunal, Bengaluru Bench having jurisdiction over the Demerged Company and the Resulting Company, as the case may be;

1.1 In this Scheme, unless the context otherwise requires:

1.1.1 words denoting singular shall include plural and vice versa;

1.1.2 headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;

1.1.3 references to the word “include” or “including” shall be construed without limitation;

1.1.4 a reference to an article, clause, section, paragraph or schedule is, unless indicated to the contrary, a reference to an article, clause, section, paragraph or schedule of this Scheme;

1.1.5 unless otherwise defined, the reference to the word “days” shall mean calendar days;

1.1.6 reference to a document includes an amendment or supplement to, or replacement or novation of, that document; and

1.1.7 word(s) and expression(s) elsewhere defined in this Scheme will have the meaning(s) respectively ascribed to them.

## 2. SHARE CAPITAL

2.1 The share capital structure of the Demerged Company as on 31 December 2019 is as follows:

	INR
<b>Authorised Share Capital</b>	
35,000,000 equity shares of INR 10 each	350,000,000
<b>Total</b>	<b>350,000,000</b>
<b>Issued, Subscribed and Paid-up Capital</b>	
31,000,000 equity shares of INR 10 each	310,000,000
<b>Total</b>	<b>310,000,000</b>

The Demerged Company is a wholly owned subsidiary of the Resulting Company. The equity shares of the Resulting Company are not listed on any Stock Exchange in India or elsewhere. Subsequent to 31 December 2019 and as on the date of this Scheme being approved by the Board of the Demerged Company, there is no change in the authorized, issued, subscribed and paid-up equity share capital of the Demerged Company.

2.2 The share capital structure of the Resulting Company as on 31 December 2019 is as follows:

	INR
<b>Authorised Share Capital</b>	
29,000,000 equity shares of INR 10 each	290,000,000
<b>Total</b>	<b>290,000,000</b>
<b>Issued, Subscribed and Paid-up Capital</b>	
11,456,765 equity shares of INR 10 each	114,567,650
<b>Total</b>	<b>114,567,650</b>

The Resulting Company is the parent entity of the Demerged Company. The equity shares of the Resulting Company are not listed on any Stock Exchange in India or elsewhere. Subsequent to 31 December 2019 and as on the date of this Scheme being approved by the Board of the Resulting Company, there is no change in the authorized, issued, subscribed and paid-up equity share capital of the Resulting Company.

## 3. DATE OF TAKING EFFECT AND IMPLEMENTATION OF THIS SCHEME

3.1 This Scheme as set out herein in its present form or with any modification(s), as may be approved or imposed or directed by the Central Government or made as per Clause 16 of this Scheme, shall become operative and effective from the Effective Date.

## PART II

### DEMERGER AND VESTING OF THE DEMERGED UNDERTAKING

## 4. DEMERGER AND VESTING OF THE DEMERGED UNDERTAKING

4.1 With effect from the Appointed Date, pursuant to the provisions of Sections 233 and all other

provisions of the Act, the Demerged Undertaking will be demerged and transferred from the Demerged Company and be transferred and vested unto the Resulting Company, without any further act, deed or matter, on a going concern basis, such that the Demerged Undertaking shall without any other order to this effect, become the properties, assets, rights, claims, title, interest, authorities, licenses, Permits, registrations, quotas, allocations, investments and liabilities of the Resulting Company simply by virtue of approval of this Scheme and in the manner provided in this Scheme and in accordance with the provisions of section 2(19AA) of the Income-tax Act, 1961.

- 4.2 Without prejudice to the generality of Clause 4.1 above and upon coming into effect of this Scheme the entire business and undertaking of the Demerged Undertaking, including the properties, claims, title, interest, assets of whatsoever nature such as Permits relating to the Demerged Undertaking and all other right, title, interest, contracts or powers of every kind, nature and description of whatsoever nature and where-so-ever situated, be and shall stand transferred to and vested in the Resulting Company as a going concern pursuant to the provisions of Section 233 of the Act, and other applicable provisions, if any, of the Act and pursuant to the order of the Central Government sanctioning this Scheme and without any further act or deed or instrument and subject to the manner contemplated in this Scheme.
- 4.3 In respect of such of the assets and properties forming part of the Demerged Undertaking as are movable in nature or are otherwise capable of transfer by delivery or possession, or by endorsement and/ or delivery, the same shall stand transferred by the Demerged Company upon coming into effect of this Scheme and shall, *ipso facto* and without any other order to this effect, become the assets and properties of the Resulting Company.
- 4.4 Without prejudice to the aforesaid, the Demerged Undertaking, including all immoveable property, whether or not included in the books of the Demerged Company, whether freehold or leasehold (including but not limited to land, buildings, sites and immovable properties and any other document of title, rights, interest and easements in relation thereto) of the Demerged Undertaking shall stand transferred to and be vested in the Resulting Company, without any act or deed to be done or executed by the Demerged Company and/ or the Resulting Company. For the purpose of giving effect to the vesting order passed under Section 233 of the Act in respect of this Scheme, the Resulting Company shall be entitled to exercise all rights and privileges and be liable to pay all Taxes and charges and fulfil all its obligations, in relation to or applicable to all such immovable properties, including mutation and/ or substitution of the ownership or the title to, or interest in the immovable properties which shall be made and duly recorded by the Appropriate Authority(ies) in favour of the Resulting Company pursuant to the sanction of the Scheme by the Central Government and upon the effectiveness of this Part II of this Scheme in accordance with the terms hereof without any further act or deed to be done or executed by the Demerged Company and/ or the Resulting Company. It is clarified that the Resulting Company shall be entitled to engage in such correspondence and make such representations, as may be necessary for the purposes of the aforesaid mutation and/ or substitution.

Notwithstanding any provision to the contrary, until the owned property, leasehold property and related rights thereto, license / right to use the immovable property, tenancy rights, liberties and special status are transferred, vested, recorded, effected and/ or perfected, in the records of the Appropriate Authority(ies), in favour of the Resulting Company, the Resulting Company is deemed to be authorized to carry on business in the name and style of the Demerged Company under the relevant agreement, deed, lease and/or license, as the case may be, and the Resulting Company shall keep a record and/or account of such transactions.

- 4.5 Notwithstanding anything contained in this Scheme, the immovable properties of the Demerged Company situated within the State of Karnataka and such other states as the Board of the Resulting Company may determine, whether owned or leased, for the purpose inter alia of payment of stamp duty, and vesting unto the Resulting Company and if the Board of the Resulting Company so decide, the concerned parties, whether executed before or after the Effective Date, shall execute and register or cause so to be done, separate deeds of conveyance or deed of assignment of lease, as the case may be, in favour of the Resulting Company in respect of such immovable properties. The execution of such conveyance shall form an integral part of the Scheme.
- 4.6 In respect of assets other than those dealt with in Clauses 4.3 and 4.4 above and forming part of the Demerged Undertaking, including but not limited to sundry debts, receivables, bills, credits, loans, advances and deposits if any, pertaining to the Demerged Undertaking, whether recoverable in cash or in kind or for value to be received, the same shall stand transferred to and vested in the Resulting Company without any notice or other intimation to any Person in pursuance of the provisions of the Section 233 read with other relevant provisions of the Act to the end and intent that the right of the Demerged Company to recover or realise the same stands transferred to the Resulting Company.
- 4.7 The Demerged Company shall, at its sole discretion but without being obliged, give notice in such form as it may deem fit and proper, to such Persons, as the case may be, that the said debt, receivable, bill, credit, loan, advance or deposit stands transferred and vested in the Resulting Company and that appropriate modification should be made in their respective books/ records to reflect the aforesaid changes and the Demerged Company shall provide all necessary assistance required in this regard to the Resulting Company.
- 4.8 In so far as the various incentives, tax exemption and benefits, tax losses and credits, subsidies, grants, special status and other benefits or privileges enjoyed, granted by any Appropriate Authority, or availed of by the Demerged Company, in relation to or in connection with the Demerged Undertaking, are concerned as on the Effective Date, including income-tax deductions, recognitions and exemptions under applicable provisions of the Income-tax Act, 1961, the same shall, without any further act or deed, vest with and be available to the Resulting Company on the same terms and conditions on and from the Effective Date.
- 4.9 All debts, liabilities, loans raised and used, obligations incurred, duties of any kind, nature or description (including contingent liabilities which arise out of the activities or operations of the Demerged Undertaking) of the Demerged Company as on the Appointed Date and relating to the Demerged Undertaking ("**Transferred Liabilities**") shall, without any further act or deed, be and stand transferred to and be deemed to be transferred to the Resulting Company to the extent that they are outstanding as on the Appointed Date and shall become the debts, liabilities, loans, obligations and duties of the Resulting Company which shall meet, discharge and satisfy the same. The term "**Transferred Liabilities**" shall include:
- 4.9.1 the liabilities which arise out of the activities or operations of the Demerged Undertaking;
- 4.9.2 the specific loans or borrowings (including debentures raised, incurred and utilized solely for the activities or operations of the Demerged Undertaking); and
- 4.9.3 in cases other than those referred to in Clauses 4.9.1 or 4.8.2 above, so much of the amounts of general or multipurpose borrowings, if any, of the Demerged Company, as stand in the same proportion which the value of the assets transferred pursuant to

the demerger bear to the total value of the assets of the Demerged Company immediately prior to the Appointed Date.

- 4.10 In so far as any Encumbrance in respect of Transferred Liabilities is concerned, such Encumbrance shall, without any further act, instrument or deed being required be modified and shall be extended to and shall operate only over the assets comprised in the Demerged Undertaking which may have been encumbered in respect of the Transferred Liabilities as transferred to the Resulting Company pursuant to this Scheme. For the avoidance of doubt, it is hereby clarified that in so far as the assets comprising the Remaining Undertaking are concerned, the Encumbrance, if any, over such assets relating to the Transferred Liabilities, without any further act, instrument or deed being required, be released and discharged from the obligations and Encumbrances relating to the same. Further, in so far as the assets comprised in the Demerged Undertaking are concerned, the Encumbrance over such assets relating to any loans, borrowings or other debts which are not transferred to the Resulting Company pursuant to this Scheme and which shall continue with the Demerged Company, shall without any further act or deed be released from such Encumbrance and shall no longer be available as security in relation to such liabilities.
- 4.11 Any tax liabilities under any applicable Tax Laws to the extent not provided for or covered by any tax provision in the Demerged Company accounts, in relation to or in connection with the Demerged Undertaking, made as on the date immediately preceding the Appointed Date shall be transferred to the Resulting Company. Any surplus in the provision for taxation/ duties/ levies account as on the date immediately preceding the Appointed Date in relation to the Demerged Company will also be transferred to the account of and belong to the Resulting Company.
- 4.12 Any claims due to the Demerged Company from its customers or otherwise and which have not been received by the Demerged Company as on the date immediately preceding the Appointed Date as the case may be, in relation to or in connection with the Demerged Undertaking, shall also belong to and be received by the Resulting Company.
- 4.13 Without prejudice to the generality of the above, all benefits including under Tax Laws, to which the Demerged Company, in relation to or in connection with the Demerged Undertaking, is entitled to in terms of the applicable Tax Laws, including, but not limited to advances recoverable in cash or kind or for value, and deposits with any Appropriate Authority or any third party/ entity, shall be available to, and vest in, the Resulting Company.
- 4.14 All debentures, bonds, other debt securities and other instruments of like nature (whether convertible into equity shares or not) including non-convertible debentures issued to/ held by the Demerged Company, in relation to or in connection with the Demerged Undertaking, shall upon coming into effect of this Scheme pursuant to the provisions of Sections 233 and other relevant provisions of the Act, without any further act, instrument or deed shall stand transferred to and vested in or be deemed to have been transferred to and vested in the Resulting Company.
- 4.15 With respect to the investments made by the Demerged Company in shares, stocks, bonds, warrants, units of mutual fund or any other securities, shareholding interests in other companies, whether quoted or unquoted, by whatever name called, forming part of the Demerged Undertaking, the same shall, without any further act, instrument or deed, be transferred to and vested in and/ or be deemed to be transferred to and vested in the Resulting Company on the Appointed Date pursuant to the provisions of Section 233 of the Act.

- 4.16 It is hereby clarified that in case of any refunds, benefits, incentives, grants, subsidies, in relation to or in connection with the Demerged Undertaking, the Demerged Company shall, if so required by the Resulting Company, issue notices in such form as the Resulting Company may deem fit and proper stating that pursuant to the Central Government having sanctioned this Scheme under Sections 233 of the Act, the relevant refund, benefit, incentive, grant, subsidies, be paid or made good or held on account of the Resulting Company, as the person entitled thereto, to the end and intent that the right of the Demerged Company to recover or realise the same, stands transferred to the Resulting Company and that appropriate entries should be passed in their respective books to record the aforesaid changes.
- 4.17 On and from the Effective Date, and thereafter, the Resulting Company shall be entitled to operate all bank accounts of the Demerged Company, in relation to or in connection with the Demerged Undertaking, and realize all monies and complete and enforce all pending contracts and transactions and to accept stock returns and issue credit notes in respect of the Demerged Company, in relation to or in connection with the Demerged Undertaking, in the name of the Resulting Company in so far as may be necessary until the transfer of rights and obligations of the Demerged Undertaking to the Resulting Company under this Scheme have been formally given effect to under such contracts and transactions.
- 4.18 For avoidance of doubt and without prejudice to the generality of the applicable provisions of the Scheme, it is clarified that till such time that the name of the bank accounts of the Demerged Company, in relation to or in connection with the Demerged Undertaking, have been replaced with that of the Resulting Company, the Resulting Company shall be entitled to operate the bank accounts of the Demerged Company, in relation to or in connection with the Demerged Undertaking, in the name of the Demerged Company in so far as may be necessary. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Demerged Company, in relation to or in connection with the Demerged Undertaking, after the Effective Date shall be accepted by the bankers of the Resulting Company and credited to the account of the Resulting Company, if presented by the Resulting Company. The Resulting Company shall be allowed to maintain bank accounts in the name of the Demerged Company for such time as may be determined to be necessary by the Resulting Company for presentation and deposition of cheques and pay orders that have been issued in the name of the Demerged Company, in relation to or in connection with the Demerged Undertaking. It is hereby expressly clarified that any legal proceedings by or against the Demerged Company, in relation to or in connection with the Demerged Undertaking, in relation to the cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Demerged Company shall be instituted, or as the case maybe, continued by or against the Resulting Company after Part II of this Scheme coming into effect.
- 4.19 Without prejudice to the provisions of the foregoing Clauses of this Clause 4, and upon the effectiveness of Part II of this Scheme, the Demerged Company and the Resulting Company shall execute any and all instruments or documents and do all the acts and deeds as may be required, including filing of necessary particulars and/ or modification(s) of charge, with the RoC to give formal effect to the above provisions.
- 4.20 Notwithstanding anything contained in this Scheme, until any property, asset, license, approval, permission, contract, agreement and rights and benefits arising therefrom are transferred, vested, recorded, effected and/ or perfected, in the records of the Appropriate Authority(ies), regulatory bodies or otherwise, in favour of the Resulting Company, the Resulting Company is deemed to be authorized to enjoy the property, asset or the rights and benefits arising from the license, approval, permission, contract or agreement as if it were the



owner of the property or asset or as if it were the original party to the license, approval, permission, contract or agreement. It is clarified that till entry is made in the records of the Appropriate Authority(ies), the Demerged Company will continue to hold the property and / or the asset, license, permission, approval as the case may be in trust on behalf of the Resulting Company

- 4.21 The Resulting Company shall be entitled to get claim / credit of any Tax including that of eligible tax losses under section 72A of the Income-tax Act, 1961 pertaining to the Demerged Undertaking, refund regarding any tax paid and / or tax deduction at source certificates pertaining to the Demerged Undertaking. Further upon the effectiveness of Part II of this Scheme, both the Demerged Company and the Resulting Company shall be entitled to file / revise Income Tax Returns, TDS Certificates, TDS Returns and other statutory returns to the extent required

## **5. PERMITS**

- 5.1 With effect from the Effective Date, Permits relating to the Demerged Undertaking shall be transferred to and vested in the Resulting Company and the concerned licensor and grantors of such Permits shall endorse where necessary, and record the Resulting Company on such Permits so as to empower and facilitate the approval and vesting of the Demerged Undertaking in the Resulting Company and continuation of operations pertaining to the Demerged Undertaking in the Resulting Company without any hindrance, and shall stand transferred to and vested in and shall be deemed to be transferred to and vested in the Resulting Company without any further act or deed and shall be appropriately mutated by the Appropriate Authorities concerned therewith in favour of the Resulting Company as if the same were originally given by, issued to or executed in favour of the Resulting Company and the Resulting Company shall be bound by the terms thereof, the obligations and duties thereunder and the rights and benefits under the same shall be available to the Resulting Company.
- 5.2 The benefit of all Permits pertaining to the Demerged Undertaking shall without any other order to this effect, transfer and vest into and become available to the Resulting Company pursuant to the sanction of this Scheme.

## **6. CONTRACTS**

- 6.1 Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements and other instruments in relation to the Demerged Undertaking, to which the Demerged Company is a party and which is subsisting or having effect on or immediately before the Appointed Date shall remain in full force and effect against or in favour of the Resulting Company and shall be binding on and be enforceable by and against the Resulting Company as fully and effectually as if the Resulting Company had at all material times been a party or beneficiary or oblige thereto. The Resulting Company will, if required, enter into a novation agreement in relation to such contracts, deeds, bonds, agreements and other instruments as stated above.
- 6.2 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Demerged Undertaking occurs by virtue of this Scheme, the Resulting Company may, at any time after the coming into effect of this Scheme, in accordance with the provisions hereof, if so required under any Applicable Law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations, other writings or tripartite arrangements with any party to any contract or arrangement to which the Demerged Company is a party or any writings as may be necessary in order to give formal effect to the

provisions of this Scheme. With effect from the Appointed Date, the Resulting Company shall under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Demerged Company to carry out or perform all such formalities or compliances referred to above on the part of the Demerged Company.

## **7. EMPLOYEES**

Upon the effectiveness of Part II of this Scheme and with effect from the Effective Date, the Resulting Company undertakes to engage all the employees of the Demerged Company, engaged in or in relation to the Demerged Undertaking, on the same terms and conditions on which they are engaged by the Demerged Company without any interruption of service as a result of transfer of the Demerged Undertaking to the Resulting Company. The Resulting Company agrees that the services of all such employees with the Demerged Company prior to the demerger shall be taken into account for the purposes of all benefits to which the said employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits and to this effect the accumulated balances, if any, standing to the credit of the employees in the existing provident fund, gratuity fund and superannuation fund of which they are members will be transferred to such provident fund, gratuity fund and superannuation funds nominated by the Resulting Company and/ or such new provident fund, gratuity fund and superannuation fund to be established and caused to be recognized by the Appropriate Authorities, by the Resulting Company, or to the government provident fund in relation to the employees of the Demerged Company who are not eligible to become members of the provident fund maintained by the Resulting Company.

- 7.1 Pending the transfer as aforesaid, the provident fund, gratuity fund and superannuation fund dues of the employees would be continued to be deposited in the existing provident fund, gratuity fund and superannuation fund respectively of the Demerged Company.
- 7.2 The Resulting Company undertakes to continue to abide by any agreement/ settlement, if any, entered into or deemed to have been entered into by the Demerged Company with any employee / union of the Demerged Company who are engaged in or in relation to the Demerged Undertaking.

## **8. LEGAL PROCEEDINGS**

- 8.1 Upon the coming into effect of this Scheme, proceedings relating to the Demerged Undertaking shall not abate or be discontinued or be in any way prejudicially affected by reason of this Scheme or by anything contained in this Scheme but shall be continued and be enforced by or against the Resulting Company with effect from the Effective Date in the same manner and to the same extent as would or might have been continued and enforced by or against the Demerged Company.
- 8.2 The Resulting Company: (a) shall be replaced/ added as party to such proceedings relating to the Demerged Generation Undertaking; and (b) shall prosecute or defend such proceedings at its own cost and the liability of the Demerged Company shall consequently stand nullified.
- 8.3 It is clarified that except, as otherwise provided herein, the Demerged Company shall in no event be responsible or liable in relation to any proceedings relating to the Demerged Undertaking that stand transferred to the Resulting Company.

## **9. CONSIDERATION**

The Demerged Company is a wholly owned subsidiary of the Resulting Company as on the date of filing this Scheme with the Central Government. Accordingly, there would be no issue or allotment of shares of the Resulting Company to the shareholders of the Demerged Company and/or its nominees.

## **10. ACCOUNTING TREATMENT BY THE DEMERGED COMPANY AND THE RESULTING COMPANY IN RESPECT OF THEIR RESPECTIVE ASSETS AND LIABILITIES**

### **10.1 Accounting treatment in the books of the Demerged Company**

10.1.1 The accounts representing the assets and liabilities of the Demerged Undertakings shall stand closed on transfer to the Resulting Company.

10.1.2 The assets and liabilities of the Demerged Company relating to the Demerged Undertakings being transferred to the Resulting Company shall be at values appearing in the books of account of the Demerged Company as on the Appointed Date. Accordingly, the Demerged Company will reduce the book value of its assets and liabilities to the extent that they pertain to the Demerged Undertaking being transferred to the Resulting Company.

10.1.3 The difference between assets and liabilities transferred pursuant to the Scheme to the Resulting Company shall be adjusted against the available reserves of the Demerged Company;

### **10.2 Accounting treatment in the books of the Resulting Company**

10.2.1 The Resulting Company shall record the assets and liabilities of the Demerged Undertaking, transferred to and vested in it pursuant to this Scheme at their respective book values as appearing in the books of the Demerged Company at the close of business of the day immediately preceding the Appointed Date; and

10.2.2 The difference between the book value of the assets and value of liabilities acquired pursuant to the scheme, shall be adjusted to the book value of investment of the Demerged Undertaking held by the Resulting Company in the Demerged Company. The book value of investment of the Demerged Undertaking for the purpose of aforesaid adjustment, shall be computed based on the proportion of net assets of the Demerged Undertaking being transferred in the total net assets appearing in the books of the Demerged Company at the close of business of the day immediately preceding the Appointed date. Thereafter, the balance of investment of the demerged undertaking computed in the aforesaid manner, shall be debited/credited to Capital Reserve of the Resulting Company.

## **11. REMAINING BUSINESS**

11.1 The Remaining Business and all the assets, investments, liabilities and obligations of the Demerged Company, shall continue to belong to and be vested in and be managed by the Demerged Company.

11.2 All legal, Taxation and/ or other proceedings by or against the Demerged Company under any statute, whether pending on the Effective Date or which may be instituted at any time thereafter, and relating to the Remaining Business of the Demerged Company (including those

relating to any property, right, power, liability, obligation or duties of the Demerged Company in respect of the Remaining Business) shall be continued and enforced against the Demerged Company.

- 11.3 If proceedings are taken against the Resulting Company in respect of matters referred to in Clause 11.2 above relating to the Remaining Business, it shall defend the same in accordance with the advice of the relevant Demerged Company and at the cost of the Demerged Company, and the latter shall reimburse and indemnify the Resulting Company, against all liabilities and obligations incurred by the Resulting Company in respect thereof.
- 11.4 If proceedings are taken against the Demerged Company in respect of matters above relating to the Demerged Undertaking, it shall defend the same in accordance with the advice of the relevant Resulting Company and at the cost of the said Resulting Company, and the latter shall reimburse and indemnify the Demerged Company, against all liabilities and obligations incurred by the Demerged Company in respect thereof.

### **PART III**

#### **GENERAL TERMS & CONDITIONS**

#### **12. DIVIDEND**

- 12.1 The Demerged Company and the Resulting Company shall be entitled to declare and pay dividends, whether interim and/or final, to their respective shareholders prior to the Effective Date in accordance with past practice. Any other dividend shall be recommended / declared by the mutual consent of both the Demerged Company and Resulting Company
- 12.2 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 member of the Demerged Company and/or the Resulting Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Board of the Demerged Company and the Resulting Company and subject, wherever necessary, to the approval of the shareholders of the Demerged Company and the Resulting Company, respectively.

#### **13. APPLICATIONS/ PETITIONS TO THE CENTRAL GOVERNMENT, APPROPRIATE AUTHORITY**

- 13.1 The Parties shall dispatch, make and file all applications and petitions under Sections 233 and other applicable provisions of the Act before the Central Government and Appropriate Authority for sanction of this Scheme under the provisions of Applicable Law, and shall apply for such approvals as may be required under Applicable Law.
- 13.2 The Parties shall be entitled, pending the sanction of the Scheme, to apply to any Appropriate Authority, if required, under any Applicable Law for such consents and approvals which the Demerged Company and the Resulting Company may require to own the assets and/ or liabilities of the Demerged Undertaking and to carry on the business of the Demerged Undertaking.

#### **14. MODIFICATION OR AMENDMENTS TO THIS SCHEME**

- 14.1 On behalf of the Demerged Company and the Resulting Company, the Boards of the respective

companies acting themselves or through authorized persons, may consent jointly but not individually, on behalf of all persons concerned, to any modifications or amendments of this Scheme at any time and for any reason whatsoever, or to any conditions or limitations that the Central Government or any other Appropriate Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by both of them (i.e. the Boards of the Demerged Company and the Resulting Company) and solve all difficulties that may arise for carrying out this Scheme and do all acts, deeds and things necessary for putting this Scheme into effect.

- 14.2 For the purpose of giving effect to this Scheme or to any modification thereof the Boards of the Demerged Company and the Resulting Company acting themselves or through authorized persons may jointly but not individually, give and are jointly authorised to give such directions including directions for settling any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all Parties, in the same manner as if the same were specifically incorporated in this Scheme.

## **15. CONDITIONS PRECEDENT**

- 15.1 Unless otherwise decided by the Board of the Demerged Company and the Resulting Company, this Scheme shall be conditional upon and subject to:

15.1.1 approval of the Scheme by the requisite majority of shareholders of the Demerged Company and the Resulting Company, as applicable or as may be required under the Act and as may be directed by the Central Government;

15.1.2 the sanctions and orders of the Central Government under Sections 233 of the Act being obtained by the Demerged Company and the Resulting Company; and

15.1.3 certified copy/(ies) of the Order of the Central Government sanctioning the Scheme being filed with the Registrar of Companies by the Demerged Company and the Resulting Company.

## **16. EFFECT OF NON-RECEIPT OF PERMITS AND MATTERS RELATING TO REVOCATION/ WITHDRAWAL OF THIS SCHEME**

- 16.1 The Demerged Company and the Resulting Company acting through their respective Boards shall each be at liberty to withdraw from this Scheme: (a) in case any condition or alteration imposed by any Appropriate Authority is unacceptable to any of them; or (b) they are of the view that coming into effect of the respective parts to this Scheme could have adverse implications on the respective companies.

- 16.2 If this Scheme is not effective on or before 31 March 2021 or within such further period or periods as may be agreed upon between the Demerged Company and the Resulting Company through their respective Boards or their authorised representative, this Scheme shall become null and void and each Party shall bear and pay its respective costs, charges and expenses for and/ or in connection with this Scheme.

- 16.3 In the event of revocation/ withdrawal under Clause 18.1 or above, no rights and liabilities whatsoever shall accrue to or be incurred *inter se* the Demerged Company and the Resulting 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, each Party shall bear its own costs, unless otherwise mutually agreed.

- 16.4 If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Demerged Company and the Resulting Company through their respective Boards, affect the validity or implementation of the other parts and/or provisions of this Scheme.

**17. COSTS AND TAXES**

- 17.1 All costs, charges and expenses (including, but not limited to, any taxes and duties, registration charges, etc.) of the Parties, respectively in relation to carrying out, implementing and completing the terms and provisions of this Scheme and/ or incidental to the completion of this Scheme shall be borne by the Resulting Company.

**FORM NO. CAA.10**  
**[Pursuant to section 233(1)(c) and rule 25(2)]**  
**Declaration of Solvency**

<b>1</b>	<b>(a)</b>	Corporate identity number (CIN) of company:	U85110KA1990PLC011089
	<b>(b)</b>	Global location number (GLN) of company:	NA
<b>2</b>	<b>(a)</b>	Name of the company:	DTDC EXPRESS LIMITED
	<b>(b)</b>	Address of the registered office of the company:	"DTDC HOUSE" NO.3, VICTORIA ROAD BANGALORE KARNATAKA 560047
	<b>(c)</b>	E-mail ID of the company:	company_secretary@dtdc.com
<b>3</b>	<b>(a)</b>	Whether the company is listed: Yes/No	No
	<b>(b)</b>	If listed, please specify the name(s) of the stock exchange(s) where listed:	NA
<b>4</b>		Date of Board of Directors' resolution approving the scheme	07-05- 2020

**Declaration of Solvency**

We, the Directors of **DTDC EXPRESS LIMITED** ("Company"), the transferee company, do solemnly affirm and declare that we have made a full enquiry into the affairs of the company and have formed the opinion that the Company is capable of meeting its liabilities as and when they fall due and that the Company will not be rendered insolvent within a period of one year from the date of making this declaration.

We append a statement of the Company's assets and liabilities as at 29<sup>th</sup> February, 2020 being the latest date of making this declaration.

We further declare that the Company's audited annual accounts including the Balance Sheet have been filed upto date with the Registrar of Companies, Karnataka, Bengaluru.

Signed for and behalf of the board of directors

- (1) Signature: Sd/-  
Name: Subhasish Chakraborty  
DIN: 00175976  
Designation: Director
- (2) Signature: Sd/-  
Name: Tapasi Chakraborty  
DIN: 00176209  
Designation: Director
- (3) Signature: Sd/-  
Name: Arpita C Mitra  
DIN: 00176337  
Designation: Director

### **Verification**

We solemnly declare that we have made a full enquiry into the affairs of the Company including the assets and liabilities of this Company and that having done so and having noted that the scheme of merger or amalgamation between **DTDC 3PL AND FULFILMENT LIMITED** and **DTDC EXPRESS LIMITED** is proposed to be placed before the shareholders and creditors of the company for approval as per the provisions of sub-section of (1) of section 233 of the Companies Act, 2013, we make this solemn declaration believing the same to be true.

Verified this day the 7<sup>th</sup> day of May, 2020

(1) Signature: Sd/-  
Name: Subhasish Chakraborty  
DIN: 00175976  
Designation: Director

(2) Signature: Sd/-  
Name: Tapasi Chakraborty  
DIN: 00176209  
Designation: Director

(3) Signature: Sd/-  
Name: Arpita C Mitra  
DIN: 00176337  
Designation: Director

The foregoing signatures are solemnly affirmed and declared at Bangalore the 7<sup>th</sup> day of May, 2020 before me.

Commissioner of Oaths and Notary Public

Attachments:

- a) Copy of board resolution
- b) Statement of assets and liabilities
- c) Auditor's report on the statement of assets and liabilities



**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE BOARD OF DIRECTORS MEETING HELD ON 7<sup>TH</sup> MAY, 2020 PLOT NO. 14, VIJAYNAGAR, WESTERN EXPRESS HIGHWAY, NEAR VIRVANI INDUSTRIAL ESTATE, GOREGAON (E), MUMBAI - 400063**

**Approval of demerger documents**

The Board was informed that the draft scheme of arrangement and demerger of the e-commerce and logistics undertaking from DTDC 3PL and Fulfilment Limited to the Company ("Scheme") and the notice of the Scheme to be given in Form CAA 9 to the Registrar of Companies, Bangalore, the Official Liquidator, Bangalore and the jurisdictional assessing officer was approved by the Board on 31 January 2020.

However, the Board was further informed that certain amendments were required to be made to the Scheme regarding the accounting treatment provided therein and accordingly, necessary changes were made to the Scheme. The revised Scheme and Form CAA 9 were required to be filed along with a statement of solvency in Form CAA 10, with the relevant authorities.

Accordingly, the Board, after discussions and consideration, decided to approve the revised draft of the Scheme and other documents related to the demerger and thereby passed the following resolutions unanimously:

**"RESOLVED THAT** the revised draft of the Scheme of Arrangement for demerger of e-commerce and logistics undertaking from DTDC 3PL and Fulfilment Limited to DTDC Express Limited initialled by the Chairperson for the purpose of identification and placed before the meeting, be and is hereby approved.

**RESOLVED FURTHER THAT** notice of the Scheme in Form CAA 9 to be provided to the Registrar of Companies, Bangalore, the Official Liquidator, Bangalore and the jurisdictional assessing officer, be and is hereby approved.

**RESOLVED FURTHER THAT** a statement of solvency in Form No. CAA 10 dated 7<sup>th</sup> May 2020 pursuant to Section 233 of the Companies Act, 2013 and Rule 25 of the Companies (Compromises, Arrangements and Amalgamation) Rules, 2016 placed before the meeting, be and is hereby approved.

**RESOLVED FURTHER THAT** the unaudited statement of assets and liabilities for the period ended 29<sup>th</sup> February 2020 and the statutory auditors' report to be submitted to the Regional Director, Southern Region (Central Government), be and is hereby approved.

**RESOLVED FURTHER THAT** Mr. Subhasish Chakraborty – Chairman & Managing Director, Mr. Abhishek Chakraborty – Executive Director, Mr. Suresh Kumar Bansal – Director, Mr. Santosh Abbimane - Finance Director, Mr. Surendra Ghosh - Chief Financial Officer and Mr. M H Shyamaprasad - Company Secretary of the Company, be and are hereby authorised to sign, execute, and deliver the revised Scheme, Form CAA-9, statement of solvency, statement of assets and liabilities and the auditors' report, and do all such other acts, matters, deeds, and things necessary or desirable in connection with or incidental to giving effect to the above resolutions or to otherwise give effect to the transaction contemplated as aforesaid."

CERTIFIED TO BE TRUE  
For DTDC EXPRESS LIMITED

Sd/-  
**M H Shyamaprasad**  
Company Secretary  
FCS:4702

**ANNEXURE**  
**Statement of assets and liabilities as at 29<sup>th</sup> February 2020**

Name of the company: **DTDC EXPRESS LIMITED**

**Assets**

Particulars	Book Value (INR in lakhs)	Estimated Realisable Value (INR in lakhs)
1. Balance at Bank	3,697	3,697
2. Cash in hand	23	23
3. Marketable securities	-	-
4. Bills receivables	18,466	18,466
5. Trade debtors	-	-
6. Loans & advances	11,186	11,186
7. Unpaid calls	-	-
8. Stock-in-trade	-	-
9. Work in progress	197	197
10. Freehold property	9	9
11. Leasehold property	1,348	1,348
12. Plant and machinery	1,536	1,536
13. Furniture, fittings, utensils, etc.	63	63
14. Patents, trademarks, etc.	-	-
15. Investments other than marketable securities	6,282	6,282
16. Other property	6,344	6,344
17. Deferred Tax assets	664	664
18. Other assets	803	803
Total INR	50,617	50,617

**Liabilities**

Estimated to rank of payment

Particulars	Amount (INR in lakhs)
1. Secured on specific assets	234
2. Secured by floating charge(s)	-
3. Estimated cost of liquidation and other expense including interest accruing until payment of debts in full.	-
4. Unsecured creditors (amounts estimated to rank for payment)	-
(a) Trade accounts	15,634
(b) Bills payable	-
(c) Accrued expense	481
(d) Other liabilities	15,185
e) Contingent liabilities	1801

Particulars	Amount (INR in lakhs)
Total estimated value of assets	50,617
Total liabilities	33,335
Estimated surplus after paying debts in full	17,282

Remarks: None

(1) Signature: Sd/-  
Name: Subhasish Chakraborty  
DIN: 00175976  
Designation: Director

(2) Signature: Sd/-  
Name: Tapasi Chakraborty  
DIN: 00176209  
Designation: Director

(3) Signature: Sd/-  
Name: Arpita C Mitra  
DIN: 00176337  
Designation: Director

Place: Bangalore  
Date: 7<sup>th</sup>May 2020

**Independent Auditor's Report on the Statement of Assets and Liabilities**

The Board of Directors  
DTDC Express Limited  
DTDC House No.3, Victoria Road  
Bengaluru – 560 047

1. This certificate is issued in accordance with the terms of our Service Scope Letter dated February 25, 2020 and master engagement agreement dated February 05, 2018 with DTDC Express Limited (referred herein "the Company").
2. We have been informed that the Company is in the process of filing a declaration of solvency with Registrar of Companies ('the ROC') in Form no.CAA.10 as per clause (c) of sub-section (1) of Section 233 read with rule 25 (2) of Companies (Compromises, Arrangements and Amalgamations) Rules 2016 with respect to the proposed demerger and vesting of a business undertaking of DTDC 3PL and Fulfilment Limited ("Demerged Company") to DTDC Express Limited (hereinafter referred to as the "Resulting Company") in terms of the provisions of Section 233 of the Act. In connection with this, the Company is required to submit an auditor's report on the Statement of assets and liabilities of the Resulting Company to be annexed with Form no. CAA.10. For this purpose, we have examined the attached Statement of Assets and Liabilities as on February 29, 2020 ("the Statement") based on our procedures as provided in paragraph 10 below. The Statement has been prepared by the Company and initialed by us for identification purpose only.

**Management's Responsibility**

3. The preparation of the Statement is the responsibility of the Management of the Company including the preparation and maintenance of all accounting and other relevant supporting records and documents. This responsibility includes the design, implementation and maintenance of internal control relevant to preparation and presentation of the Statement and applying an appropriate basis of preparation; and making estimates that are reasonable in the circumstances.
4. The Management is also responsible for ensuring that the Company complies with the requirements of the Act and for providing all relevant information to the ROC.

**Auditor's Responsibility**

5. It is our responsibility to provide limited assurance that the information given in the Statement is accurately extracted from the unaudited trial balance of the Company as at February 29, 2020.
6. We have conducted our examination of the Statement in accordance with the Guidance Note on Reports or Certificates for Special Purposes (Revised 2016) ("the Guidance Note") issued by the ICAI. The Guidance Note requires that we comply with the ethical requirements of the Code of Ethics issued by the ICAI.
7. Further, our scope of work did not involve performing audit tests for the purpose of expressing an opinion on the fairness or accuracy of any of the financial information or the financial statements of the Company, taken as a whole. We have not performed an audit, the objective of which would be to express an opinion on the specified elements, accounts or items thereof, for the purpose of this Certificate. Accordingly, we do not express such opinion. Nothing contained in this Certificate, nor anything said or done in the course of, or in connection with the services that are subject to this Certificate, will extend any duty of care that we may have in our capacity as the statutory auditors of any financial statements of the Company.
8. We have complied with the relevant applicable requirements of the Standard on Quality Control (SQC) 1, Quality Control for Firms that Perform Audits and Reviews of Historical Financial Information, and Other Assurance and Related Services Engagements.
9. We have issued an unmodified audit opinion vide our report dated August 14, 2019 on the financial statements for the year ended March 31, 2019.



# **S.R. BATLIBOI & ASSOCIATES LLP**

Chartered Accountants

10. A limited assurance engagement includes performing procedures to obtain sufficient appropriate audit evidence on the reporting criteria mentioned in paragraph 5 above. The procedures performed vary in nature and timing from, and are less in extent than for, a reasonable assurance. Consequently, the level of assurance obtained is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed. To provide limited assurance, we have performed the following procedures with respect to the Statement:
- a. We have traced the amounts appearing in column "Book Value" in the attached Statement, to the unaudited trial balance as on February 29, 2020 of the Company for the period April 01, 2019 to February 29, 2020.
  - b. The information regarding the realizable values of assets as given in the Statement is as certified and compiled by the Management and we have not done any independent procedures regarding the same and accordingly do not certify the same; and
  - c. Tested the arithmetical accuracy of the Statement.

## **Opinion**

11. Based on the information, explanation and Management representations provided and procedures performed by us, and read with matter stated in paragraph 10 (b) above as regards reliance on management estimates for realizable value of assets, nothing has come to our attention that causes us to believe that the details given as regards to the book value of assets as at February 29, 2020 as provided in the Statement is not correctly extracted from the unaudited trial balance as at February 29, 2020.

## **Restriction on Use**

12. This Certificate is addressed to and provided to the Board of Directors of the Company solely for the purpose of submission to ROC as mentioned in paragraph 2 above or the Regional Director ('RD') and should not be used by any other person or for any other purpose. Accordingly, we do not accept or assume any liability or any duty of care for any other purpose or to any other person to whom this Certificate is shown or into whose hands it may come without our prior consent in writing. This Certificate relates only to the items specified above and does not extend to any financial statements of the Company taken as a whole.

## **For S.R. Batliboi & Associates LLP**

ICAI Firm registration number: 101049W/E300004

Chartered Accountants

  
**Per Sunil Gaggar**  
Partner  
Membership No.: 104315



UDIN: 20104315AAAABD2202

Place: Bengaluru  
Date: June 05, 2020



**ANNEXURE**  
**Statement of assets and liabilities as at 29<sup>th</sup> February 2020**

Name of the company: **DTDC EXPRESS LIMITED**

**Assets**

Particulars	Book Value (INR in lakhs)	Estimated Realisable Value (INR in lakhs)
1. Balance at Bank	3,697	3,697
2. Cash in hand	23	23
3. Marketable securities	-	-
4. Trade receivables	18,466	18,466
5. Trade debtors	-	-
6. Loans & advances	11,186	11,186
7. Unpaid calls	-	-
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11. Leasehold property	1,348	1,348
12. Plant and machinery	1,536	1,536
13. Furniture, fittings, utensils, etc.	63	63
14. Patents, trademarks, etc.	-	-
15. Investments other than marketable securities	6,282	6,282
16. Other property	6,344	6,344
17. Deferred Tax assets	664	664
18. Other assets	803	803
<b>Total INR</b>	<b>50,617</b>	<b>50,617</b>

**Liabilities**

Estimated to rank of payment

Particulars	Amount (INR in lakhs)
1. Secured on specific assets	234
2. Secured by floating charge(s)	-
3. Estimated cost of liquidation and other expense including interest accruing until payment of debts in full.	-
4. Unsecured creditors (amounts estimated to rank for payment)	-
(a) Trade accounts	15,634
(b) Bills payable	-
(c) Accrued expense	481
(d) Other liabilities	15,185
e) Contingent liabilities	1,801

Particulars	Amount (INR in lakhs)
Total estimated value of assets	50,617
Total liabilities	33,335
Estimated surplus after paying debts in full	17,282

*S. Chandra Babu*      *Jhakarabarty*

*Jyoti Chakrabarty*

FOR IDENTIFICATION PURPOSES ONLY



## **STATEMENT OF DISCLOSURES AND EXPLANATORY STATEMENT**

*[pursuant to Section 233 and 230 (3) of the Companies Act, 2013 and Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016]*

1. In this statement, DTDC 3PL and Fulfilment Limited is hereinafter referred to as “**Transferor Company**” and DTDC Express Limited is referred to as “**Transferee Company**”. Where the context so requires, the Transferor Company and the Transferee Company are together referred to as the “**Companies**”.

2. Details of the Transferor Company:

- (a) Corporate Identification Number (CIN):U63010KA2007PLC043567
- (b) Permanent Account Number (PAN):AALCS0882L
- (c) Name of the Company: DTDC 3PL and Fulfilment Limited
- (d) Date of incorporation:10 August 2007
- (e) Type of company: Public company
- (f) Registered office address: DTDC HouseNo.3, Victoria Road, Bangalore, Karnataka 560047
- (g) E-mail address: [company\\_secretary@dtdc.com](mailto:company_secretary@dtdc.com)
- (h) Summary of main object as per the memorandum of association; and main business carried on by the Transferor Company:

The Transferor Company is engaged in the business of Warehousing business consisting of 3PL and Ecommerce warehousing and Logistics business. The main objectives of the Transferor Company as per the memorandum of association are:

“To carry on the business of Full Truck Loaders and carriers, engage in all types of business related to carrying goods, Clearing and Forwarding Agents. Consolidation and Monitoring and performing Services, tracking enabled and authentication for transport and logistics and Clearing and Forwarding agents, Contractors for Freight and insurance, Managers, Proprietors and Agents or rail, road, air and shipping lines, Shipping and other agents, pooling of vehicles, Consultants and advisors for all business connected with the worldwide movement, including within and between countries, of air cargo, sea freight, road, rail and other Shipments on behalf of any firm, Corporation, Central Government of State Government Bank or any local, public, Statutory or other body whether incorporated or not, or person or authority including one or any other combination of freight transportation.

To carry on the business of owning, hiring leasing, maintaining, running and operating Warehouses/ godowns for storing of goods, merchandise, livestock and other products on a worldwide basis and transportation of goods and plying of vehicles for public transportation..”

- (i) Details of change of name, registered office and objects of the Transferor Company during the last five years: Name of the Company changed from DTDC Supply Chain Solutions Ltd to DTDC 3PL and Fulfilment Ltd.

(j) Name of the stock exchange (s) where securities of the Transferor Company are listed: Not Applicable

(k) Details of the capital structure of the Transferor Company including authorized, issued, subscribed and paid up share capital as on 20<sup>th</sup> July, 2020:

<b>SHARE CAPITAL</b>	<b>INR</b>
<b>Authorised Share Capital</b>	
35,000,000 equity shares of INR 10 each	<b>350,000,000</b>
<b>Total</b>	<b>350,000,000</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
31,000,000 equity shares of INR 10 each	<b>310,000,000</b>

(l) Name of the promoters and directors along with their addresses:

Details of Promoters:

<b>Name</b>	<b>Address</b>
DTDC Express Limited	No 3, DTDC House, Victoria Road, Bengaluru-560047
Subhasish Chakraborty	Flat No. B-22, Sobha Ivory - II, 7/1, St. John's Road, Bangalore - 560042
Tapasi Chakraborty	Flat No. B-22, Sobha Ivory - II, 7/1, St. John's Road, Bangalore - 560042
Abhishek Chakraborty	1503/04, C-Wing, Raheja Sherwood, Goregaon East, Mumbai

Details of Directors:

<b>Name</b>	<b>Address</b>
Subhasish Chakraborty	Flat No. B-22, Sobha Ivory - II, 7/1, St. John's Road, Bangalore - 560042
Tapasi Chakraborty	Flat No. B-22, Sobha Ivory - II, 7/1, St. John's Road, Bangalore - 560042
Abhishek Chakraborty	1503/04, C-Wing, Raheja Sherwood, Goregaon East, Mumbai
Thiruvengadam Parthasarathi	201, Yadugiri Nest, 60, 11th Main Road, Malleswaram, Bangalore 560003
Suresh Kumar Bansal	House No.C-11, Old DLF, Sector-14, Gurgaon- 122001
Atul Jain	301, 3rd Floor, Joy Solitaire, N.S.Road, No.5, JVPD Saheme, Vile Parle (West), Mumbai - 400056



3. Details of the Transferee Company:

- (a) Corporate Identification Number (CIN):U85110KA1990PLC011089
- (b) Permanent Account Number (PAN): AAACD8017H
- (c) Name of the Company: DTDC Express Limited
- (d) Date of incorporation: 26 July 1990
- (e) Type of company: Public company
- (f) Registered office address: No. 3, Victoria Road, Bangalore, Karnataka-560047
- (g) E-mail address: company\_secretary@dtdc.com

(h) Summary of main object as per the memorandum of association; and main business carried on by the Transferee Company:

The Transferee Company is engaged in the business of courier, Ecommerce shipment delivery, cargo, logistics, freight forwarding and related services, both within India and outside. The main objectives of the Transferee Company as per the memorandum of association are:

“To acquire, operate, run or lease. (a) Courier Service. (b) Cargo Service. (c) Road Transport Service, Water Transport Service, Air Service for passenger and / or goods. (d) To act as agents for one or all such Services.

To carry on business of Travel Agents, Tour Organisers.”

- (i) Details of change of name, registered office and objects of the Transferee Company during the last five years: NIL
- (j) Name of the stock exchange (s) where securities of the Transferee Company are listed: Not Applicable
- (k) Details of the capital structure of the Transferee Company including authorized, issued, subscribed and paid up share capital as on 20<sup>th</sup> July, 2020:

SHARE CAPITAL	INR
<b>Authorised Share Capital</b>	
29,000,000 equity shares of INR 10 each	290,000,000
<b>Total</b>	290,000,000
<b>Issued, Subscribed and Paid-up Share Capital</b>	
11,456,765 equity shares of INR 10 each	114,567,650
<b>Total share capital</b>	<b>114,567,650</b>

- (l) Name of the promoters and directors along with their addresses:

Details of Promoters:

<b>Name</b>	<b>Address</b>
Subhasish Chakraborty	Flat No. B-22, Sobha Ivory - II, 7/1, St. John's Road, Bangalore - 560042
Tapasi Chakraborty	Flat No. B-22, Sobha Ivory - II, 7/1, St. John's Road, Bangalore - 560042
Abhishek Chakraborty	1503/04, C-Wing, Raheja Sherwood, Goregaon East, Mumbai
Arpita C Mitra	D. C. Dey Road, "ACTIVE ACRES", Tower - 3, 10E, Kolkata - 700015

Details of Directors:

<b>Name</b>	<b>Address</b>
Subhasish Chakraborty	Flat No. B-22, Sobha Ivory - II, 7/1, St. John's Road, Bangalore - 560042
Tapasi Chakraborty	Flat No. B-22, Sobha Ivory - II, 7/1, St. John's Road, Bangalore - 560042
Arpita C Mitra	D. C. Dey Road, "ACTIVE ACRES", Tower - 3, 10E, Kolkata - 700015
Abhishek Chakraborty	1503/04, C-Wing, Raheja Sherwood, Goregaon East, Mumbai
Thiruvengadam Parthasarathi	201, Yadugiri Nest, 60, 11 <sup>th</sup> Main Road, Malleswaram, Bangalore 560003
Suresh Kumar Bansal	House No.C-11, Old DLF, Sector-14, Gurgaon- 122001
Atul Jain	301, 3rd Floor, Joy Solitaire, N.S.Road, No.5, JVPD Saheme, Vile Parle (West), Mumbai - 400056
Pranab Mahendra Shah	516, DILL, Pointe Drive Severna Park, Maryland 21146, USA
Benjamin Robert Demoge	26, rue Guynemer - 92130 Issy-les-Moulineaux FRANCE

4. Facts and details of any relationship subsisting between the Transferor Company and the Transferee Company: The Transferor Company is a wholly owned subsidiary of the Transferee Company.
5. Details of meeting of the board of directors of the Companies at which the resolution approving the scheme was passed:

The Board of Directors of the Transferor Company and Transferee Company have unanimously approved the scheme of arrangement and demerger and have each passed resolutions dated 7<sup>th</sup> May, 2020 with respect thereto.

<b>S. No.</b>	<b>Name of the Company</b>	<b>Name of Director</b>	<b>Approved the Scheme</b>
---------------	----------------------------	-------------------------	----------------------------

1.	DTDC 3PL and Fulfilment Limited (Transferor Company)	Abhishek Chakraborty	Yes
		Atul Jain	Yes
2.	DTDC Express Limited (Transferee Company)	Subhaish Chakraborty	Yes
		Abhishek Chakraborty	Yes
		Suresh Kumar Bansal	Yes
		Arpita C Mittra	Yes
		Pranab Shah	Yes
		Benjamin Demoge	Yes
		Atul Jain	Yes
		Thiruvengadam Parthasarathi	Yes

6. Explanatory Statement disclosing details of the scheme or amalgamation:

(a) Parties involved in such arrangement:

*Transferor Company:* DTDC 3PL and Fulfilment Limited, a public limited company incorporated under the Companies Act, 1956, having CINU63010KA2007PLC043567.

*Transferee Company:* DTDC Express Limited, a public limited company incorporated under the Companies Act, 1956, having CINU85110KA1990PLC011089.

(b) Appointed date: 1 April 2019.

(c) Effective date: The last of the dates on which the certified copy of the confirmation order of the Scheme, is filed with: (i) the Registrar of Companies, Karnataka at Bengaluru by the Transferor Company, and (ii) Registrar of Companies Karnataka at Bengaluru by the Transferee Company.

(d) Share exchange ratio: Considering that the Transferor Company is a wholly owned subsidiary of the Transferee Company, there does not arise any requirement for allotment of shares upon demerger.

(e) Summary of valuation report (if applicable) including basis of private valuation and fairness opinion of the registered valuer, if any:

Considering that the Transferor Company is a wholly owned subsidiary of the Transferee Company, there does not arise any requirement for allotment of shares upon demerger. Hence, there is no need for valuation report.

(f) Details of capital/debt restructuring, if any: None

(g) Rationale for the compromise or arrangement:

The demerger and vesting of the e-commerce and logistics undertaking of the Transferor Company to the Transferee Company pursuant to this Scheme shall, *inter alia*, result in following benefits:

- (i) help the Transferee Company in reorganising its business with the objective of consolidating the e-commerce and logistics business into a single entity;
- (ii) help the Transferee Company and the Transferor Company in achieving structural and operational efficiency, enhanced competitiveness and greater accountability;
- (iii) will enable the Transferee Company to achieve a strong financial position on account of alignment of assets and liabilities resulting in improved financial base, and capabilities that will help further growth and provide benefits to the shareholders, employees and customers;
- (iv) focused business approach and management attention to the respective line of business of both the Transferor Company and the Transferee Company; and
- (v) there is no likelihood that interests of any shareholder or creditor or employee of any of the Transferor Company or the Transferee Company would be prejudiced as a result of this Scheme.

(h) Benefits of the compromise or arrangement as perceived by the Board of directors to the companies involved, members, creditors and others (as applicable): As set out in item 6 (g) above.

(i) Amount due to unsecured creditors by the Transferor Company as of 20<sup>th</sup> July 2020: INR 37710530

(j) Amount due to unsecured creditors by the Transferee Company as of 20<sup>th</sup> July 2020: INR 568016461

(k) Disclosures of the effect of the Scheme on:

- (i) Key managerial personnel: None.
  - (ii) Directors: None.
  - (iii) Promoters: None.
  - (iv) Non-promoter members: None.
  - (v) Depositors: None.
  - (vi) Creditors: All subsisting liabilities of the Transferor Company will be transferred to the Transferee Company in accordance with the Scheme.
  - (vii) Debenture holders: None.
  - (viii) deposit trustee and debenture trustee: None.
  - (ix) employees of the Transferor Company: All employees of the Transferor Company will be transferred to the rolls of the Transferee Company.
  - (x) general disclosure of effect of the scheme: Transferor Company to be dissolved upon successful implementation of the scheme.
- (l) The amalgamation shall not have any adverse effect on material interests of directors and Key Managerial Personnel (KMP) of the Companies.
- (m) Details of investigation or proceedings, if any, pending under the Act against the companies involved: Upon the coming into effect of this Scheme, proceedings relating to the demerged undertaking shall not abate or be discontinued or be in any way prejudicially affected by reason of this Scheme or by anything contained in this Scheme but shall be continued and be enforced by or against the Transferee Company with effect from the effective date of the Scheme in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferee Company.
- (n) Details of the availability of the following documents for obtaining extract from or for making/obtaining copies of or for inspection by the members and creditors, namely:
- (i) latest audited financial statements of the company including consolidated financial statements: Available
  - (ii) copy of scheme of compromise or arrangement: Available
  - (iii) contracts or agreements material to the compromise or arrangement: Available.
  - (iv) the certificate issued by Auditor of the company to the effect that the accounting treatment if any proposed in the scheme of arrangement and demerger is in conformity with the Accounting standards prescribed under section 133 of the Companies Act, 2013: Available
  - (v) such other information or documents as the Board or management believes necessary and relevant for making decision for or against the scheme: Available

*Note: All documents will be available during office working hours.*

(o) Details of approvals, sanctions or no-objection(s), if any, form regulatory or any other government authorities required, received or pending for the purpose scheme of compromise or arrangement: NIL

**Persons to whom the notice is sent may vote in the meeting either in person or by the authorized representatives of corporate members.**

**Dated this 20<sup>th</sup> day of July 2020.**

For DTDC Express Limited  
Sd/-  
Subhasish Chakraborty  
Chairman & Managing Director  
DIN 00175976

**Form No. MGT-12**

**Polling Paper**

Pursuant to section 109(5) of the Companies Act, 2013 and rule 21(1)(c) of the Companies (Management and Administration) Rules, 2014]

Name of the Company: DTDC Express Limited

Registered office: No. 3, Victoria Road, Bangalore, Karnataka-560047

**BALLOT PAPER**

S No	Particulars	Details		
1	Name of the First Named Shareholder (In Block Letters)			
2	Postal address			
3	Registered folio No. / *Client ID No. (*Applicable to investors holding shares in dematerialized form)			
4	Class of Share			
I hereby exercise my vote in respect of <u>Ordinary</u> / Special resolution enumerated below by recording my assent or dissent to the said resolution in the following manner:				
No	Item No.	No. of shares held by me	I assent to the resolution	I dissent from the resolution
1	Approval of Scheme of Arrangement between DTDC Express Limited (Transferee/Resulting Company) and DTDC 3PL and Fulfilment Limited (Transferor/ Demerged Company) for the demerger of the e-commerce and logistics undertaking of the Transferor Company with the Transferee Company			

Place:

Date:

(Signature of the shareholder)

## ROUTE MAP FOR THE VENUE OF THE MEETING

