

## **SCHEME OF ARRANGEMENT**

### **BETWEEN**

**PROTRANS SUPPLY CHAIN MANAGEMENT PRIVATE LIMITED (THE "TRANSFEROR COMPANY I")**

### **AND**

**AG-VET GENETICS PRIVATE LIMITED ("TRANSFEROR COMPANY II")**

### **AND**

**BARAMATI AGRO LIMITED (THE "TRANSFeree COMPANY")**

### **AND**

**THEIR RESPECTIVE SHAREHOLDERS**

**UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT, 2013**

### **GENERAL**

The objective of this Scheme of Arrangement and Merger by absorption ('the Scheme') is to reorganize the business operations of the Baramati Agro Limited with its Group companies and reorganisation/reclassification of shareholding structure of Baramati Agro Limited in the manner as laid down in this Scheme.

- I) The Scheme is divided into following parts:
- (a) Part A - deals with Description of Companies, Background**
  - (b) Part B - deals with Definitions & Share Capital**
  - (c) Part C - deals with the merger of Protrans Supply Chain Management Private Limited and Ag-vet Genetics Private Limited into Baramati Agro Limited**
  - (e) Part D - deals with Reclassification/Re-organisation of Share Capital of Baramati Agro Limited**
  - (f) Part E - General provisions**

### **PART A**

#### **Description of Companies and Background**

- I. PROTRANS SUPPLY CHAIN MANAGEMENT PRIVATE LIMITED, (CIN: U63090PN2011PTC140933) is a company incorporated under the Companies Act, 1956 having its registered office at Gunawadi, Baramati-Indapur Road, Tal Baramati, Pune 413102 (hereinafter referred to as the "Transferor Company I"). The Transferor Company I, is mainly engaged in the business of transportation.
- II. AG-VET GENETICS PRIVATE LIMITED, (CIN: U01200PN2012PTC142117) is a company incorporated under the Companies Act, 1956 having its registered office at FT. N. 23 Tejpratik Apartment, Tal. Baramati, Dist. Pune, Suryanagri, Baramati 413102 (hereinafter referred to as the "Transferor Company II"). The main operations of Transferor Company II are producing, selling, importing, exporting, storing, dealing, processing of the frozen bovine semen, bovine embryos and bovine bulls and to breed, raise, process, maintain, develop, buy, sell, import, export and deal in poultry, dairy, seeds and agricultural products.
- III. BARAMATI AGRO LIMITED, (CIN: U01134PN1988PLC045873) is a company incorporated under the Companies Act, 1956 having its registered office at At Post Pimpali Tal Baramati, Maharashtra 413102 (hereinafter referred to as the "Transferee Company"). The Transferee Company is engaged in the business of farming, agriculture and horticulture dairy, poultry and farm produce and products.
- IV. This Scheme of Arrangement and Merger by absorption provides for merger of transferor Company I and Transferor Company II with the Transferee Company pursuant to Sections 230 to 232 and other relevant provisions of the Companies Act, 2013 and other applicable provisions. This Scheme also provides for conversion of certain 'Series A' Equity shares held by the shareholders of Transferee Company as on Record Date into 9% Non-Cumulative Optionally Convertible Redeemable Preference Shares in the Transferee Company.

#### **V. Rationale for the Scheme**

The proposed merger/merger by absorption of the Transferor Companies with the Transferee Company would inter alia have the following benefits:

- (a) Transferor Company I & II have certain assets / business which include land at certain convenient location and are specialized transport vehicles used in transport services and has related infrastructures. The proposed merger will create a synergy to Transferor as well as Transferee which will enable these business activities to sustain as well as grow at a faster pace.
- (b) The merger of the Transferor Company I and Transferor Company II (herein after collectively referred as Transferor Companies) with the Transferee Company shall provide greater financial strength to the businesses of the Transferor Companies. The financial resources of the Companies will be conveniently merged and pooled together leading to a more effective and centralized management and reduction of administrative and manpower expenses and overheads, which are presently being multiplied because of separate entities.
- (c) The merger of the Transferor Companies with the Transferee Company shall create a company having diversified portfolio of businesses.
- (d) Cost savings are expected to flow from more focused operational efforts, standardization and simplification of business processes, and the elimination of duplication, and rationalization of administrative expenses.
- (e) Achieving economies of scale.
- (f) The proposed arrangement will provide greater integration and flexibility to Transferee Company and strengthen its position in terms of asset base, revenues & service range. It would also maximize returns to the shareholders.
- (g) The Transferee Company is having 21,675 Shareholders holding A Class Equity Shares. Out of 21,675, approximately 21,000 are individual shareholders holding small amount of equity shares in the Transferee Company. The smaller shareholders of the Transferee Company have been requesting for regular dividends on their investments since they are not interested in seeking management control or running the operations of the Transferee Company. Considering the shareholding pattern of the Transferee Company it is difficult to pass on the benefit of dividend to these small shareholders. The Transferee Company had received requests from some of its smaller shareholders to redeem their investments within a fixed timeframe and also to start paying dividends on such investments on a regular basis. In view of this, it is proposed to convert certain A class Equity Shares into 9% non cumulative optionally convertible redeemable Preference shares of Rs 10/- each.

In view of the aforesaid, the Board of Directors of the Transferor Companies and the Transferee Company have considered and proposed the merger of the entire undertaking and business of the Transferor Companies with and into the Transferee Company in order to benefit the stakeholders of all the aforesaid Companies. Accordingly, the Board of Directors of the Transferor Companies, and the Transferee Company have formulated this Scheme of Arrangement for the transfer and vesting of the entire undertaking and business of the Transferor Companies with and into the Transferee Company pursuant to the provisions of Section 230 to Section 232 and other relevant provisions of the Act.

## PART B

### DEFINITIONS AND SHARE CAPITAL

#### 1. DEFINITIONS

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

- 1.1. **"Act"** means the Companies Act, 2013 and will include any statutory modifications, re-enactments or amendments thereof for the time being in force;
- 1.2. **"Appointed Date"** For the purpose of this Scheme and for Income Tax Act, 1961, the "Appointed Date" means 1st April, 2018.
- 1.3. **"Board of Directors"** or **"Board"** means the board of directors of the Transferor Company I or Transferor Company II or the Transferee Company, as the case may be, and shall include a duly constituted committee thereof.
- 1.4. **"Competent Authority"** means any Governmental Authority, statutory, departmental or public body or authority, including the Regional Director, National company Law Appellate Tribunal, Registrar of Companies, Income Tax department.
- 1.5. **"Effective Date"** means the last of the dates on which the certified or authenticated copy of the order of the NCLT or any other Competent Authority, as the case may be, sanctioning the Scheme are filed with the Registrar of Companies by the Transferor Companies and by the Transferee Company. Any references in this Scheme to the date of **"coming into effect of this Scheme"** or **"effectiveness of this Scheme"** or **"Scheme taking effect"** shall mean the Effective Date;

- 1.6. **"Governmental Authority"** means any applicable central, state or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction over the territory of India;
- 1.7. **"NCLT"** means the National Company Law Tribunal, Mumbai Bench;
- 1.8. **"Record Date"** means the date to be fixed by the Board of Directors of the Transferee Company for the purpose of determining the names of the equity shareholders of the Transferor Companies, as applicable, who shall be entitled to shares of the Transferee Company under Clause 11 of Part C hereto, upon coming into effect of this Scheme;
- 1.9. **"Scheme"** means this Scheme of Arrangement between the Transferor Companies, and the Transferee Company and their respective shareholders as submitted to the NCLT together with any modification(s) approved or directed by the NCLT;
- 1.10. **"Transferor Company I"** means PROTRANS SUPPLY CHAIN MANAGEMENT PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having Corporate Identification Number U63090PN2011PTC140933 and having its registered office at Gunawadi, Baramati-Indapur Road, Tal Baramati, Pune 413102, Maharashtra, India;
- 1.11. **"Transferor Company II"** means AG-VET GENETICS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having Corporate Identification Number U01200PN2012PTC142117 and having its registered office at FT. N. 23 Tejpratik Apartment, Tal. Baramati, Dist. Pune, Suryanagri, Baramati 413102 Maharashtra, India;
- 1.12. **"Transferor Companies"** means Transferor Company I and Transferor Company II;
- 1.13. **"Transferee Company"** means BARAMATI AGRO LIMITED, a company incorporated under the Companies Act, 1956 having Corporate Identification Number U01134PN1988PLC045873 and having its registered office at Post Pimpali Tal Baramati, Maharashtra 413102;
- 1.14. **"Undertaking"** means the whole of the undertaking and entire business of the Transferor Companies as a going concern, including all assets, liabilities and business activities of the Transferor Companies on a going concern basis including (without limitation)
  - I. All the assets and properties (whether movable or immovable, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) of the Transferor Companies including but not limited to, plant and machinery, equipment, buildings and structures, offices, residential and other premises, vehicles, sundry debtors, furniture, fixtures, office equipment including computers, laptops, printers and servers, appliances, accessories, depots, deposits, all stocks, assets, investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units), and interests in its subsidiaries, cash in hand, balances and deposits with banks, loans, advances, disbursements, contingent rights or benefits, book debts, receivables, actionable claims, earnest moneys, advances or deposits paid by the Transferor Companies, financial assets, leases (including lease rights), hire purchase contracts and assets, leasing contracts and assets lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, municipal permissions, tenancies in relation to the office and/or residential properties for the employees or other persons, guest houses, godowns, warehouses, licenses, fixed and other assets, trade and service names and marks, patents, copyrights, and other intellectual property rights of any nature whatsoever, know how, good will, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, websites, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights including, title, interests, other benefits (including tax benefits such as Tax Credits), benefit of carried forward Tax losses, unabsorbed depreciation, easements, privileges, liberties, mortgages, hypothecations, pledges or other security interests created in favour of the Transferor Companies and advantages of whatsoever nature and wheresoever situated in India or abroad, belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Companies or in connection with or relating to the Transferor Companies and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Companies, whether in India or abroad;
  - II. All liabilities including, without being limited to, secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations of the Transferor Companies, of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised;

- III. All agreements, rights, contracts, entitlements, permits, licenses, approvals, authorizations, concessions, consents, quota rights, engagements, arrangements, assignments, authorities, allotments, security arrangements (to the extent provided herein), benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the business activities and operations of the Transferor Companies;
  - IV. All records, files, papers, computer programs, manuals, data, catalogues, sales material, lists of customers and suppliers, other customer information and all other records and documents relating to the business activities and operations of the Transferor Companies;
  - V. All permanent employees engaged by the Transferor Companies as on the Effective Date.
- 1.15 All capitalized terms not defined but used in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996 and other applicable laws, rules, regulations and byelaws, as the case may be, or any statutory amendment(s) or re-enactment thereof, for the time being in force.
- 1.16 The words importing the singular shall include the plural and words importing any gender shall include every gender.

## 2. SHARE CAPITAL

### 2.1. Transferor Company I:

The authorised, subscribed and paid-up share capital of the Transferor Company I as on March 31, 2018 was as under:

Particulars	Rs.
<b>Authorised Share Capital:</b>	
27,50,000 Equity Shares of Rs. 10/- each	2,75,00,000
32,50,000, 9% Redeemable non cumulative Preference Shares	3,25,00,000
<b>Total</b>	<b>60,00,000</b>
<b>Issued, and Subscribed and Paid up Share Capital:</b>	
27,12,500 Equity Shares of Rs. 10/- each	2,71,25,000
32,50,000, 9% Redeemable non cumulative non participating Preference Shares of Rs. 10/- each	32,50,000
<b>Total</b>	<b>59,625,000</b>

Subsequent to balance sheet date there is no change in capital structure of Transferor Company I.

### 2.2. Transferor Company II:

The authorised, subscribed and paid-up share capital of the Transferor Company II as on March 31, 2018 was as under:

Particulars	Rs.
<b>Authorised Share Capital:</b>	
7,50,000 equity shares of Rs.10/- each	75,00,000
<b>Subscribed and Paid up Share Capital:</b>	
7,068,754 equity shares of Rs.10/- each	70,687,540

Subsequent to balance sheet date there is no change in capital structure of Transferor Company II.

### 2.3. Transferee Company

The authorised, subscribed and paid-up share capital of the Transferee Company as on March 31, 2018 was as under:

Particulars	Rs.
<b>Authorised Share Capital:</b>	
3,83,43,000 ordinary equity shares ( Series A) of Rs.10/-each	38,34,30,000
1,26,57,000 'Series B' equity shares of Rs. 10/-each	12,65,70,000
70,00,000 preference shares of Rs. 10/- each	7,00,00,000
<b>(Total :- 58,00,000 Shares of Rs. 10/- each.)</b>	<b>580,000,000</b>
<b>Subscribed and Paid up Share Capital:</b>	
3,60,59,649 ordinary equity shares( Series A) of Rs.10/-each fully paid up	36,05,96,490
1,26,56,254 'Series B' equity shares of Rs. 10/-each fully paid up	12,65,62,540
53,98,385 6% Non cumulative Redeemable Preference Shares of Rs.10/- each	5,39,83,850
<b>Total 54,114,288 Shares of Rs. 10/- each</b>	<b>541,142,880</b>

Subsequent to balance sheet date there is no change in capital structure of Transferee Company.

### **3. DATE OF TAKING EFFECT AND OPERATIVE DATE AND COMPLIANCE WITH TAX LAWS**

- 3.1 The Scheme set out herein in its present form or with any modifications approved or imposed or directed by the NCLT shall be operative from the Appointed Date but shall be effective from the Effective Date.
- 3.2 The merger of Transferor Company I and Transferor Company II with and into the Transferee Company, pursuant to and in accordance with this Scheme, shall take place in accordance with the provision of Section 2(1B) of the Income Tax Act, 1961 such that,
  - (i) all the property of the Transferor Companies immediately before the merger becomes the property of the Transferee company by virtue of the merger ;
  - (ii) all the liabilities of the Transferor Companies immediately before the merger become the liabilities of the Transferee company by virtue of the merger ;
  - (iii) shareholders holding not less than three fourths in the value of the shares in Transferor Companies become shareholders of the Transferee Company by virtue of the merger (other than shares already held therein by the Transferee Company).

The Scheme has been drawn up to comply with the conditions relating to "amalgamation" as specified under Section 2(1B) of the Income Tax Act, 1961. If any term or provision of the scheme is found or interpreted to be inconsistent with the said provision at a later date, including resulting from an amendment of law or for any other reason whatsoever, the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income Tax Act, 1961. Such modification will however not affect other parts of the scheme. The power to make such amendment / modification as may be necessary shall vest with the Board of Directors of the Transferee Company, which power shall be exercised reasonably in the best interests of the companies and their shareholders and which power can be exercised at any time prior to the approval of the Scheme by the NCLT or any Competent Authority.

### **PART C**

Merger of Protrans Supply Chain Management Private Limited and Ag-vet Genetics Private Limited (Transferor Companies) into Baramati Agro Limited (Transferee Company)

#### **TRANSFER OF UNDERTAKING**

Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Undertaking pursuant to the sanction of this Scheme by the NCLT under and in accordance with the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, shall stand transferred to and be vested in or be deemed to have been transferred to and vested in the Transferee Company, as a going concern without any further act, instrument, deed, matter or thing to be made, done or executed so as to become, as and from the Appointed Date, the undertaking of the Transferee Company/ by virtue of and in the manner provided in this Scheme.

Without prejudice to the generality of above Clause, upon the coming into effect of this Scheme and with effect from the Appointed Date:

#### **1. Transfer of Assets:**

Upon the coming into effect of this Scheme and with effect from the Appointed Date:

- 1.1. All the assets and properties comprised in the Transferor Companies of whatsoever nature and wheresoever situated, including but not limited to tax credits, benefits of carried forward, tax losses including unabsorbed depreciation etc. shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act or deed, be and stand transferred to and vested in the Transferee Company or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become the assets and properties of the Transferee Company.
- 1.2. In respect of such of the assets and properties of Transferor Companies as are movable and immovable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and/ or delivery, the same shall be so transferred by the Transferor Companies and shall, upon such transfer, become the assets and properties of the Transferee Company as an integral part of the Undertaking, without requiring any separate deed or instrument or conveyance for the same.
- 1.3. In respect of movables including sundry debts, receivables, bills, credits, loans and advances of the Transferor Companies, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Governmental Authority or with any company or other person, the same shall on and from the Appointed Date stand transferred to and vested in the Transferee Company.
- 1.4. All the licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims including benefits of carried forward losses and unabsorbed depreciation, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Companies and all rights and benefits that have accrued or which may accrue to the Transferor Companies, whether before or after the Appointed Date, shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in or be deemed to be transferred to and vested in and be available to the Transferee Company and from the Appointed Date, all the licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company shall remain valid, effective and enforceable on the same terms and conditions.

- 1.5. All tax benefits of any nature, duties, cess or any other like payments or deductions available to Transferor Companies under Income Tax, Sales Tax, Value Added Tax, Service Tax, GST etc. or any Tax deduction/Collections at Source, MAT Credit, tax credits, benefits of CENVAT credits, benefits of input credits up to the Effective Date shall be deemed to have been on account of or paid by the Transferee Company and the relevant authorities shall be bound to transfer to the account of and give credit for the same to Transferee company upon the passing of the orders by the NCLT or other Competent Authority, as the case may be.
- 1.6. The Transferor Companies shall, if so required, also give notice in such form as it may deem fit and proper to the debtors, that pursuant to the sanction of this Scheme by the NCLT under and in accordance with Sections 230 to 232 and all other applicable provisions, if any, of the Act, the said debtors should pay to the Transferee Company the debt, loan or advance or make the same on account of the Transferor Companies and the right of the Transferor Companies to recover or realize the same stands vested in the Transferee Company.
- 1.7. All assets and properties of the Transferor Companies as on the Appointed Date, whether or not included in the books of the respective Transferor Companies and all assets and properties which are acquired by the Transferor Companies on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets and properties of the Transferee Company and shall under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme. Provided however that no onerous assets shall have been acquired by the Transferor Companies after the Appointed Date without the consent of the Transferee Company as provided for in this Scheme.

## **2. Transfer of Liabilities:**

- 2.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date all liabilities all secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations and undertakings of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised for its business activities and operations of the Transferor Companies (herein referred to as the "Liabilities"), shall, pursuant to the sanction of this Scheme by the NCLT or other Competent Authority, as the case may be under and in accordance with the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, along with any charge, encumbrance, lien or security thereon, and the same shall be assumed by the Transferee Company to the extent they are outstanding as on the Effective Date so as to become as and from the Appointed Date the liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Companies and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this Clause.
- 2.2 Where any such debts, loans raised, liabilities, duties and obligations as on the Appointed Date have been discharged or satisfied by the Transferor Companies after the Appointed Date and prior to the Effective Date, such discharge or satisfaction shall be deemed to be for and on account of the Transferee Company.
- 2.3 All debts, liabilities, duties and obligations of the Undertaking as on the Appointed Date, whether or not provided in the books of the respective Transferor Companies and all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Undertaking on or after the Appointed Date till the Effective Date, shall be deemed to be and shall become the debts, loans raised, duties, liabilities and obligations incurred by the Transferee Company by virtue of this Scheme.
- 2.4 Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Company and the Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the Transferee Company.

## **3. Encumbrances**

- 3.1 The transfer and vesting of the assets comprised in the Transferor Companies and in the Transferee Company under Clause 1 of Part C of this Scheme shall be subject to the mortgages and charges, if any, affecting the same, as and to the extent hereinafter provided.
  - i. All the existing securities, mortgages, charges, encumbrances or liens (the "Encumbrances"), if any, as on the Appointed Date and created by the Transferor Companies after the Appointed Date, over the assets comprised in the Undertaking or any part thereof transferred to the Transferee Company by virtue of this Scheme and in so far as such Encumbrances secure or relate to liabilities of the Transferor Companies, the same shall, after the Effective Date, continue to relate and attach to only such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferee Company, and such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company, provided however that no Encumbrances shall have been created by the Transferor Companies over its assets after the Appointed Date without the consent of the Transferee Company as provided for in this Scheme.

- ii. The existing Encumbrances over the assets and properties of the Transferee Company or any part thereof which relate to the liabilities and obligations of the Transferee Company prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Companies transferred to and vested in the Transferee Company by virtue of this Scheme.
- iii. Any reference in any security documents or arrangements (to which the Transferor Companies is a party) to the Transferor Companies and its assets and properties, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Companies transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferor Companies and the Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge(s), with the Registrar of Companies to give formal effect to the above provisions, if required.
- iv. Upon the coming into effect of this Scheme, the Transferee Company alone shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of the Scheme.
  - It is expressly provided that, no other term or condition of the Liabilities transferred to the Transferee Company is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.
  - The provisions of this Clause 3 of Part C shall operate in accordance with the terms of the Scheme, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings shall be deemed to stand modified and/or superseded by the foregoing provisions.

### **3.2 Inter - se Transactions:**

Without prejudice to the provisions of Clause 1 to 3 of Part C, with effect from the Appointed Date, all inter-party transactions between the Transferor Companies and the Transferee Company shall be considered as intra-party transactions for all purposes.

## **4. Contracts, Deeds, Etc.**

- 4.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements, assurances and other instruments of whatsoever nature or to the benefit of which the Transferor Companies may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect by, for or against or in favour of, as the case may be, the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary or obligee or obligor thereto or thereunder.
- 4.2 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or arrangements with any party to any contract or arrangement to which the Transferor Companies are a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Companies.
- 4.3 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Companies shall without any further act or deed, stand transferred to the Transferee Company, as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee 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 Transferee Company. The Transferee Company shall receive relevant approvals from the concerned Governmental Authorities as may be necessary in this behalf.

## **5. LEGAL PROCEEDINGS**

On and from the Appointed Date, all suits, actions, claims and legal proceedings by or against the Transferor Companies pending and/or arising on or before the Effective Date shall be continued and / or enforced as desired by the Transferee Company and on and from the Effective Date, shall be continued and / or enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been originally instituted and/or pending and/or arising by or against the Transferee Company. On and from the Effective Date, the Transferee Company shall have the right to initiate, defend, compromise or otherwise deal with any legal proceedings relating to the undertaking in the scheme same manner and to the same extent as would or might have been initiated by the Transferor Companies as the case may be, had the Scheme not been made; If any suit, appeal or other proceedings of whatever nature by or against the Transferor Companies be pending, the same shall not

abate or be discontinued or in any way be prejudicially affected by reason of the merger of the Transferor Companies or by anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Companies as if this Scheme had not been made.

## 6. Conduct Of Business Till Effective Date

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

- 6.1 The Transferor Companies shall carry on and shall be deemed to have carried on all its business and activities as hitherto and shall hold and stand possessed of the undertaking for the benefit of and in trust for the Transferee Company.
- 6.2 All the profits or income accruing or arising to the Transferor Companies and all expenditure or losses arising or incurred (including all taxes, if any, paid or accruing in respect of any profits and income) by the Transferor Companies shall, for all purposes, be treated and be deemed to be and accrue as the profits or income or as the case may be, expenditure or losses (including taxes) of the Transferee Company.
- 6.3 Any of the rights, powers, authorities and privileges attached or related or pertaining to and exercised by or available to the Transferor Companies shall be deemed to have been exercised by the Transferor Companies for and on behalf of and as agent for the Transferee Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Undertaking that have been undertaken or discharged by the Transferor Companies shall be deemed to have been undertaken or discharged for and on behalf of and as agent for the Transferee Company.
- 6.4 With effect from the date of filing of this Scheme with the NCLT or other Competent Authority, as the case may be and including the Effective Date:
- 6.5 The Transferor Companies shall preserve and carry on their business and activities with reasonable diligence and business prudence and shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for itself or on behalf of its group companies or any third party or sell, transfer, alienate, charge, mortgage or encumber or deal with the Undertaking or any part thereof save and except in each case in the following circumstances:
  - a) if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the NCLT or other Competent Authority, as the case may be; or
  - b) if the same is permitted by this Scheme; or
  - c) if consent of the Board of Directors of the Transferee Company has been obtained.
- 6.6 The Transferor Companies shall not take, enter into, perform or undertake, as applicable (i) any material decision in relation to its business and operations (ii) any agreement or transaction; and (iii) such other matters as the Transferee Company may notify from time to time save and except in each case in the following circumstances:
  - a) if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the NCLT or other Competent Authority, as the case may be; or
  - b) if the same is permitted by this Scheme; or
  - c) if consent of the Board of Directors of the Transferee Company has been obtained.
- 6.7 Without prejudice to the generality of Clause 6.6 of Part C referred above, the Transferor Companies shall not make any change in its capital structure, whether by way of increase (by issue of equity shares on a rights basis, bonus shares) decrease, reduction, reclassification, sub-division or consolidation, re-organisation, or in any other manner except by way of making calls on partly paid shares to make them as fully paid, which may, in any way, affect the Share Exchange Ratio as provided in Clause 11.1 of Part C except under any of the following circumstances
  - a. by mutual consent of the Board of Directors of the Transferor Companies and of the Transferee Company; or
  - b. as may be permitted under this Scheme.

## 7. Accounting Treatment Accounting treatment in the books of transferee Company

This Scheme of Arrangement and Merger by absorption shall be accounted for in accordance with accounting principles generally accepted in India including Indian Accounting Standard (Ind AS) specified under Section 133 of the Companies Act, 2013, read with Companies (Indian Accounting Standards) Rules, 2015 as amended.

7.1 In respect of Transferor Company I, the merger shall be accounted for as follows:

- a) All the assets and liabilities of the Transferor Company I shall stand transferred to and the same shall be recorded by, the Transferee Company at their respective carrying amount in the same form as appearing in the books of the account of the Transferor Company I.



- b) The identity of reserves shall be preserved and shall appear in the financial statements of the Transferee Company in the same form in which they appeared in the financial statements of the Transferor Company I.
- c) The amount of intercompany balances, transactions or investments, if any, between the Transferor Company I and the Transferee Company appearing in the books of accounts of the Transferor Company I and the Transferee Company, shall stand cancelled without any further act or deed.
- d) The Transferee Company shall credit to its share capital in its books of account, the aggregate face value of the equity shares issued by it to the member of the Transferor Company I pursuant to this scheme.
- e) In compliance with the Indian Accounting Standards (Ind AS), the difference between the Net Assets transferred by Transferor Company I to the Transferee Company and the consideration payable by the transferee company in the form of equity shares issued at nominal value, shall be credited/debited to Capital Reserve in accordance with the accounting principles prescribed in Ind AS. For the purpose of this clause, net assets transferred mean difference between the carrying value of the assets being transferred to the Transferee Company and the aggregate of carrying value of liabilities and reserves and surplus being transferred to Transferee Company.
- f) In case of any differences in accounting policy between the Transferor Company I and the Transferee Company, the accounting policies followed by the Transferee Company will prevail and the difference till the Appointed Date will be quantified and adjusted in the Capital Reserve Account to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.
- g) The financial information in the financial statements of the Transferee in respect of prior periods shall be restated as if the business combination with Transferor Company I had occurred from the beginning of the preceding period in the financial statements, irrespective of the actual date of the combination.

7.2 Accounting for Transferor Company II shall be as follows:

- a) All the assets and liabilities of the Transferor Company II, shall stand transferred to and be vested in the Transferee Company pursuant to the Scheme becoming effective and shall be recorded by the Transferee Company at cost which is allocated over the group of assets based on relative fair value from the effective date.
- b) The amount of intercompany balances, transactions or investments, if any, between the Transferor Company II and the Transferee Company appearing in the books of accounts of the Transferor Company II and the Transferee Company, shall stand cancelled without any further act or deed.
- c) The Transferee Company shall record at fair value the consideration issued in form of equity share capital to the members of the Transferor Company II pursuant to this scheme. More specifically, the equity shares issued by the Transferee Company shall be recorded in the books of account by credit to share capital the aggregate face value of the equity shares and the difference between the face value of the shares and fair value being credited to Securities Premium Account.

7.3. Conversion of certain 'Series A' Equity shares held by the shareholders of Transferee Company as on Record Date into 9% Non-Cumulative Optionally Convertible Redeemable Preference Shares in the Transferee Company shall be accounted for as per the provisions of applicable Indian Accounting Standard (Ind AS).

**8. Treatment of Taxes**

- 8.1 Any tax liabilities under the Income-tax Act, 1961 and all applicable indirect taxes , Wealth Tax Act, 1957, Customs Act, 1962, Central Excise Act, 1944, Maharashtra Value Added Tax Act, 2002, Central Sales Tax Act, 1956 , any other state Sales Tax / Value Added Tax laws, service tax, luxury tax, Goods and Services Tax (GST) stamp laws or other applicable laws/ regulations (hereinafter in this Clause referred to as "Tax Laws") dealing with taxes/ duties/ levies allocable or related to the business of the Transferor Companies to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to Transferee Company.
- 8.2 All taxes (including income tax & all indirect Taxes wealth tax, sales tax, excise duty, customs duty, service tax, GST, luxury tax, VAT, etc.) paid or payable by the Transferor Companies in respect of the operations and/or the profits of the business on and from the Appointed Date, shall be on account of the Transferee Company and, in so far as it relates to the tax payment (including without limitation income tax, wealth tax, sales tax, excise duty, customs duty, service tax, GST, luxury tax, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Companies in respect of the profits or activities or operation of the business on and from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and shall, in all proceedings, be dealt with accordingly.
- 8.3 Any refund under the Tax Laws due to Transferor Companies consequent to the assessments made on Transferor Companies and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.

8.4 Without prejudice to the generality of the above, all benefits including that of withholding tax (TDS) under the income tax, MAT credit under the Income Tax Act 1961 sales tax, excise duty, customs duty, service tax, luxury tax, VAT, etc., to which the Transferor Companies are entitled to in terms of the applicable Tax Laws of the Union and State Governments, shall be available to and vest in the Transferee Company.

## 9. EMPLOYEES

Upon the coming into effect of this Scheme:

9.1 All the permanent employees of the Transferor Companies and who are in its employment as on the Effective Date shall become the permanent employees of the Transferee Company with effect from the Effective Date without any break or interruption in service and on terms and conditions as to employment and remuneration not less favourable than those on which they are engaged or employed by the respective Transferor Companies. It is clarified that the employees of the Transferor Companies who become employees of the Transferee Company by virtue of this Scheme, shall not be entitled to the employment policies and shall not be entitled to avail of any schemes and benefits that may be applicable and available to any of the employees of the Transferee Company (including the benefits of or under any employee stock option schemes applicable to or covering all or any of the employees of the Transferee Company), unless otherwise determined by the Board of Directors of the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement/ settlement, if any, validly entered into by the Transferor Companies with any union/employee of the Transferor Companies (as may be recognized by the Transferor Companies).

9.2 The existing provident fund, gratuity fund and pension and/or superannuation fund or trusts or retirement funds or benefits created by the Transferor Companies or any other special funds created or existing for the benefit of the concerned permanent employees of the Transferor Companies (collectively referred to as the "Funds") and the investments made out of such Funds shall, at an appropriate stage, be transferred to the Transferee Company to be held for the benefit of the concerned employees. The Funds shall, subject to the necessary approvals and permission and at the discretion of the Transferee Company, either be continued as separate funds of the Transferee Company for the benefit of the employees of the Transferor Companies or be transferred to and merged with other similar funds of the Transferee Company. In the event that the Transferee Company does not have its own fund with respect to any such Funds, the Transferee Company may, subject to necessary approvals and permissions, continue to maintain the existing Funds separately and contribute thereto, until such time as the Transferee Company creates its own funds at which time the Funds and the investments and contributions pertaining to the employees of the Transferor Companies shall be transferred to such funds of the Transferee Company.

## 10. Saving Of Concluded Transactions

Subject to the terms of this Scheme, the transfer and vesting of the Undertaking of the Transferor Companies under Clause 1 & 2 of Part C of this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Companies on or before the Appointed Date or concluded after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Companies as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

## 11. Issue Of New Equity Shares By Transferee Company To The Transferor Companies And Cancellation Of Shares.

11.1 Upon coming into effect of this Scheme and in consideration of the transfer and vesting Transferor Companies in the Transferee Company, in terms of this scheme, the Transferee Company shall without any further application or deed, be required to issue and allot:

- a) to the equity shareholders of the Transferor Company I whose names appear in the register of members of the Transferor Company I as on the Record Date, 1 (one) fully paid-up equity share of the face value of Rs.10/- each in the Transferee Company, for every 8 fully paid-up equity shares of the face value of Rs. 10/- each held in the Transferor Company I.
- b) to the equity shareholders of the Transferor Company II whose names appear in the register of members of the Transferor Company II as on the Record Date, 8 (Eight) fully paid-up equity shares of the face value of Rs.10/- each in the Transferee Company, for every 69 (Sixty Nine) fully paid-up equity shares of the face value of Rs. 10/- each held in the Transferor Company II.

The fully paid-up equity shares of the face value of Rs.10/- each issued by the transferee company together be hereinafter referred to as the "New Equity Shares."

- c) The preference shares held by transferee company aggregating to Rs. 3,25,00,000 (32,50,000 share of Rs. 10/- each) of the Transferor Company I would be cancelled in totality.

11.2 It is clarified that no special resolution under Section 62(1) (c) of the Companies Act, 2013 and any other applicable provisions of the Act will be required to be passed by the Transferee Company separately in a general meeting for issue of New Equity Shares to the shareholders of the Transferor Companies under this Scheme and on the members of the Transferee Company approving this Scheme, it shall be deemed that they have given their consent to the issue of equity shares of the Transferee Company to the shareholders of the Transferor Companies.

11.3. No certificates shall be issued by the Transferee Company in respect of the fractional entitlements, if any, to which the shareholders of the Transferor Companies may be entitled. The fractional entitlements arising, if any, shall be ignored and the shareholders of Transferor Companies shall not claim any right, title or interest in such fractional entitlements.

## 12. Amendment to the Memorandum Of Association of the Transferee Company

In order to carry on the activities currently being carried on by the Transferor Companies, upon coming into effect of the Scheme, the main objects in the memorandum of association of each Transferor Company shall be added to the main objects of the memorandum of association of the Transferee Company, to the extent such objects are not already covered by those of the Transferee Company. Revised Objects are enclosed to this scheme as Annexure 1.

### Part D

#### Re-classification/re-organisation of Share Capital of Baramati Agro Limited

### 1. Equity Share Capital of Transferee Company

The 'Series A' equity shareholders of the Transferee Company who holds 250 or less 'Series A' equity shares of Transferee Company as on the Record Date, shall be issued 9% fully paid-up Non-Cumulative Optionally Convertible Redeemable Preference Shares of the face value of Rs.10/- each in the Transferee Company in place of the Equity Shares held by them in the ratio of 1:1.

Accordingly, 52,48,614 'Series A' Equity Shares of Rs. 10/- each would be converted in to 52,48,614 9% fully paid-up Non-Cumulative Optionally Convertible Redeemable Preference Shares of the face value of Rs.10/- each and the fully paid-up Preference shares of the value of Rs. 10/- each to be issued by the Transferee Company be hereinafter referred as the "New Preference Shares".

Upon this Scheme coming into effect, all the shareholders whose names shall appear on the Register of Members of Transferee Company on such Record Date fixed as aforesaid, if so, required by Transferee Company, shall surrender their cancelled equity share certificates to Transferee Company for cancellation thereof. Alternatively, the share certificates in relation to the equity shares held by them in Transferee shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled and cease to be negotiable and be of no effect having any commercial value, on and from the Record Date. Transferee Company shall credit Preference shares in dematerialized form to the specified 'Series A' Equity shareholders.

The Revised Capital Structure after reorganization the 'Series A' Equity Paid-up Share Capital of the Transferee Company would be as follows;

Particulars	Rs.
<b>Authorised Share Capital:</b>	
3,30,94,386 ordinary equity shares ( Series A) of Rs.10/-each	33,09,43,860
1,26,57,000 'Series B' equity shares of Rs. 10/-each	12,65,70,000
52,48,614 9% fully paid-up Non-Cumulative Optionally Convertible Redeemable Preference Shares of Rs. 10/- each	5,24,86,140
70,00,000 preference shares of Rs. 10/- each	7,00,00,000
<b>(Total :- 5,80,00,000 Shares of Rs. 10/- each.)</b>	<b>58,00,00,000</b>
<b>Subscribed and Paid up Share Capital:</b>	
3,08,11,035 ordinary equity shares (Series A) of Rs.10/-each fully paid up	30,81,10,350
1,26,56,254 'Series B' equity shares of Rs. 10/-each fully paid up	12,65,62,540
53,98,385 6% Non-cumulative Redeemable Preference Shares of Rs.10/- each	5,39,83,850
52,48,614 9% Non-Cumulative Optionally Convertible Redeemable Preference Shares	5,24,86,140
<b>Total Subscribed and Paid-Up Capital (5,41,14,288 Shares of Rs. 10/- each)</b>	<b>54,11,42,880</b>

Cancellation of the Equity share capital of Transferee Company pursuant to conversion of 'Series A; Equity Shares into Non-Cumulative Optionally Convertible Redeemable Preference Shares shall be done as an integral part of the Scheme and not in accordance with Section 66 of the Act as the same does not involve either diminution of liability in respect of any unpaid share capital or payment to any shareholder of any paid-up share capital.

## PART E

### General provisions:

#### 1. Increase in authorised, share capital and amendment to the object clause of the Transferee Company

Upon the Scheme coming into effect, the authorised share capital of the Transferee Company in terms of its Memorandum of Association and Articles of Association shall automatically stand enhanced by the authorized capital of Transferor Companies without any further act, instrument or deed on the part of the Transferee Company, including payment of stamp duty and fees payable to Registrar of Companies and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under sections 9, 13, 61 and 64 of the Companies Act 2013, would be required to be separately passed. For this purpose, the filing fees and stamp duty already paid by the Transferor Companies on their respective authorised share capital shall be utilized and applied to the increased share capital of the Transferee Company and shall be deemed to have been so paid by the Transferee Company on such combined authorised share capital and accordingly, the Transferee Company shall not be required to pay any fees / stamp duty on the authorised share capital so increased.

Accordingly, in terms of this Scheme, the authorised share capital of the Transferee Company shall stand enhanced to an amount of Rs. 71,50,00,000 divided into 4,33,44,386 'Series A' Ordinary equity shares of Rs. 10/- each and 1,26,57,000 'Series B' Equity Shares of Rs.10/- each and 1,54,98,614 Preference Shares of Rs.10/-each.

The capital clause being Clause V of the Memorandum of Association and Clause 2 of the Articles of Association of the Transferee Company shall on the Effective Date stand substituted to read as follows:

Altered Capital clause from the Memorandum of Association of the Transferee Company:

*"The Authorised Share Capital of the Company is Rs. 71,50,00,000 divided into 4,33,44,386 'Series A/Ordinary equity shares of Rs. 10/- (Rs. Ten) each and 1,26,57,000 'Series B' Equity Shares of Rs.10/- each and 1,54,98,614 Preference Shares of Rs.10/-each."*

Altered Capital clause from the Articles of Association of the Transferee Company:

*The Authorised Share Capital of the Company is as per Clause V of the Memorandum of Association of the Company.*

#### 1.1. Issue of shares :

Upon the issue of Equity Shares and Preference Shares as provided in this Scheme, the equity shares and/ or Preference Shares of the Transferor Companies in Dematerialized form, shall be deemed to have been automatically cancelled and be of no effect on and from the Record Date.

The ordinary Equity Shares and Preference Shares to be issued by the Transferee Company pursuant to Clause 11 of Part C and entire Part D shall be issued in Dematerialized form, provided details of shareholders of transferor companies and such other confirmations as may be required are furnished by such members of the Transferor Companies and to the Transferee Company on or before the Record Date.

Wherever the shares are held in physical form, the Share Certificates held by the Shareholders of the Transferor Companies shall automatically stand cancelled without any necessity of them being surrendered to the Transferee Company. The new Shares would be issued/ allotted/ credited in Dematerialized form for the requisite number of shares shall be issued by the Transferee Company.

After reclassification/reorganization and post of allotment of new issue of shares pursuant to this scheme, Final share capital structure of the Transferee Company would be as follows:-

Particulars	Rs.
<b>Authorised Share Capital:</b>	
4,33,44,386 ordinary equity shares ( Series A) of Rs.10/-each	43,34,43,860
1,26,57,000 'Series B' equity shares of Rs. 10/-each	12,65,70,000
1,54,98,614 preference shares of Rs. 10/- each	15,49,86,140
<b>(Total :- 71,50,00,00 Shares of Rs. 10/- each.)</b>	<b>71,50,00,000</b>
<b>Subscribed and Paid up Share Capital:</b>	
3,19,68,757 ordinary equity shares (Series A) of Rs.10/-each fully paid up	31,96,87,570
1,26,56,254 'Series B' equity shares of Rs. 10/-each fully paid up	12,65,62,540
53,98,385 6% Non-cumulative Redeemable Preference Shares of Rs.10/- each	5,39,83,850
52,48,614 9% Non-Cumulative Optionally Convertible Redeemable Preference Shares	5,24,86,140
<b>Total Subscribed and Paid-Up Capital ( 5,52,72,010 Shares of Rs. 10/- each)</b>	<b>55,27,20,100</b>

## **1.2. Pending share transfers, etc.:**

1.2.1 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Transferor Companies, the Board of Directors of the Transferee Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer as if such changes in the registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor or transferee of equity shares in the Transferor Companies, after the effectiveness of this Scheme;

1.2.2 The ordinary Equity Shares or Preference Shares to be issued by the Transferee Company pursuant to this Scheme in respect of any equity shares of the Transferor Companies and which are held in abeyance under the provisions of Section 126 of the Companies Act, 2013 or otherwise shall pending allotment or settlement of dispute by order of Court or otherwise, be held in abeyance by the Transferee Company.

### **1.2.3 New Shares subject to same terms:**

The ordinary Equity Shares or preference Shares issued and allotted by the Transferee Company in terms of this Scheme shall be subject to the provisions of the Memorandum and Articles of Association of the Transferee Company and shall inter-se rank paripassu in all respects with the then existing equity shares of the same class or preference shares of the Transferee Company of the same class, including in respect of dividend, if any, that may be declared by the Transferee Company on or after the Effective Date;

## **2. Cancellation Of Shares**

Upon the Scheme becoming effective, the Equity Shares and/or the Preference Shares held by the Transferee Company in the Transferor Company I shall stand cancelled.

## **3. Dissolution Of Transferor Companies And General Terms And Conditions.**

On the coming into effect of this Scheme, the Transferor Company I and II shall stand dissolved without winding-up, and the Board of Directors and any committees thereof of the Transferor Companies shall without any further act, instrument or deed be and stand dissolved.

## **4. Validity Of Existing Resolution, Etc.**

Upon the coming into effect of this Scheme the resolution, if any, of the Transferor Companies, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolution of the Transferee Company and if any such resolution have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like resolution passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

## **5. Declaration Of Dividend**

5.1 During the period between the Appointed Date and up to and including the Effective Date, the Transferor Companies may declare and pay any dividend to its shareholders, whether interim or final, out of its profits and available cash.

5.2 For the avoidance of doubt, it is hereby declared that nothing in the Scheme shall prevent the Transferee Company from declaring and paying dividends, whether interim or final, to its equity shareholders as on the Record Date for the purpose of dividend and the shareholders of the Transferor Companies shall not be entitled to dividend, if any, declared by the Transferee Company prior to the Effective Date.

5.3 For the avoidance of doubt, it is also clarified that the aforesaid provisions in respect of declaration of dividends of the Transferor Companies and Transferee Company are enabling provisions only and shall not be deemed to confer any right on any member of the respective companies to demand or claim dividend which, subject to the provisions of the Act, shall be entirely at the discretion of the Board of Directors of the respective companies.

## **6 Modification Of Scheme.**

6.1 Subject to approval of NCLT or other Competent Authority, as the case may be, the Transferor Companies and the Transferee Company by their respective Board of Directors or any director/executives or any committee authorised in that behalf (hereinafter referred to as the "Delegate") may assent to, or make, from time to time, any modification(s) or addition(s) to this Scheme which the NCLT or other Competent Authority, as the case may be or any authorities under law may deem fit to approve of or may impose and which the Board of Directors of the Transferor Companies and the Transferee Company may in their discretion accept, such modification(s) or addition(s) as the Board of Directors of the Transferor Companies and the Transferee Company as the case may be, their respective Delegate may deem fit, or required for the purpose of resolving any doubts or difficulties that may arise in carrying out this Scheme. The Transferor Companies and the Transferee Company by their respective Boards of Directors or Delegates are authorised to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect, or review the position relating to the satisfaction of the conditions of this Scheme and if necessary, waive any of such conditions (to the extent permissible in law) for bringing this Scheme into effect, and/or give such consents as may be required in terms of this Scheme. In the event that any conditions are imposed by the NCLT or other Competent Authority or any Governmental Authorities,

as the case may be, which the Board of Directors of the Transferor Companies or the Transferee Company find unacceptable for any reason, then the Transferor Companies and the Transferee Company shall be at liberty to withdraw the Scheme.

- 6.2 For the purpose of giving effect to this Scheme or to any modification(s) thereof or addition(s) thereto, the Delegates (acting jointly) of the Transferor Companies and Transferee Company may give and are authorised to determine and give all such directions as are necessary for settling or removing any question of doubt or difficulty that may arise under this Scheme or in regard to the meaning or interpretation of any provision of this Scheme or implementation thereof or in any matter whatsoever connected therewith (including any question or difficulty arising in connection with any deceased or insolvent shareholders or depositors, if any of the Transferor Companies) or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any such conditions (to the extent permissible in law) and such determination or directions or waiver, 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. For the avoidance of doubt it is clarified that where this Scheme requires the approval of the Board of Directors of the Transferor Companies or the Transferee Company to be obtained for any matter, the same may be given through their Delegates.

## **7 Filing Of Applications**

The Transferor Companies and the Transferee Company shall use their best efforts to make and file all applications and petitions under Sections 230 to 232 and other applicable provisions of the Act, before the NCLT or other Competent Authority, as the case may be having jurisdiction for sanction of this Scheme under the provisions of law, and shall apply for such approvals as may be required under law.

## **8 Approvals**

The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority, if required, under any law for such consents and approvals which the Transferee Company may require to own the Undertaking and to carry on the business of the Transferor Companies.

## **9 Scheme Conditional Upon Sanctions, Etc.**

This Scheme is conditional upon and subject to:

- 9.1 The Scheme being agreed to by the requisite majority of the respective classes of members of the Transferor Companies and of the Transferee Company as required under the Act and the requisite orders of the NCLT or other Competent Authority, as the case may be being obtained; and
- 9.2 The requisite consents, approvals or permissions if any of the Government Authority or any other Statutory Agencies which by law may be necessary for the implementation of this Scheme.
- 9.3 The certified copies of the orders of the NCLT sanctioning this Scheme being filed with the Registrar of Companies, Pune Maharashtra.
- 9.4 In the event of this Scheme failing to take effect finally by appointed date, or by such later date as may be agreed by the respective Board of Directors of the Transferor Companies and the Transferee Company or their respective Delegates, this Scheme shall become null and void and be of no effect and in that event no rights and liabilities whatsoever shall accrue to or be incurred or claimed inter- se by the parties or their shareholders or creditors or employees or any other person. In such case, each company shall bear its own costs, charges and expenses or as may be mutually agreed.

## **10 Costs, Charges, Expenses And Stamp Duty**

All costs, charges and expenses (including any taxes and duties) incurred or payable by the Transferor Companies and Transferee Company in relation to or in connection with this Scheme and incidental to the completion of the amalgamation of the Transferor Companies and with the Transferee Company in pursuance of this Scheme, including stamp duty on the orders of the NCLT or other Competent Authority, as the case may be, if any and to the extent applicable and payable, shall be borne and paid by the Transferee Company and shall be accounted for in accordance with the provision of applicable Accounting Standard notified under Section 133 of the Companies Act, 2013.

**Terms And Conditions Of Non-Cumulative Optionally Convertible Redeemable Preference Shares (NCOCRPS). The NCOCRPS shall be subject to provisions of the Companies Act, 2013 and the Rules thereof, Memorandum and Articles of Association of the Company.**

(to be printed on the reverse of the Preference share certificate of Baramati Agro Limited-BAL )

### **1. Number of Preference Shares and tenure:**

54,20,304 (Fifty Four Lakhs Twenty Thousand Three Hundred and Four) Non-Cumulative Optionally Convertible Redeemable Preference Shares upto Ten years.

### **2. Nominal Value of shares (Rs.)**

Non-Cumulative Optionally Convertible Redeemable Preference Shares of Rs. 10/-

### 3. Ranking

They shall rank in priority in the event of winding up of the company but behind any creditors of the company

### 4. Dividend to be paid

A fixed rate of dividend shall be paid to such holders of Preference Shares carrying a preferential right of such dividend payment. Dividend shall be fixed at 9 % p.a. to be paid on the Preference shares. Dividend right is Non-Cumulative in nature.

### 5. Redemption of Preference Shares

A. **Term:** 10 years from the issue of the respective NCOCRPS;

B. **Early Redemption:** The redemption prior to the Term will be possible at the option of the company and not at the option of the NCOCRPS holders;

At the discretion of the company, prior to the actual date of redemption, which would be ten years from the date of issue of the respective shares, the Company may redeem shares as it may think fit in one or more installments at a price which would be at least equal to the face value of the shares.

#### C. Other conditions of redemption:

(i) The shares may be redeemed at a premium provided out of profits or out of securities premium account at the option of the Company.

(ii) In the event the NCOCRPS are redeemed out of profits, a sum equal to nominal amount of the shares redeemed shall be transferred to Capital Redemption Reserve.

(iii) **Conversion Terms:** The conversion of the shares will be at the option of the company and may be suitably decided by the company. The terms may be decided and modified as per the necessity. The each NCOCRPS of Rs.10/-each shall be converted into 1(one) Equity Shares (Series A) of Rs.10/-each at the option of the Company

### 6. Re-payment in case of Winding up

In the event of winding up of the Company, the holders of Preference shares shall be entitled to receive, in preference to holders of Equity Shares, an amount equal to the capital paid up by such holders. The holders of the preference capital shall be not entitled to participate in the distribution of the remaining assets of the company.

### 7. Voting Rights

The holders will have the right to vote only on those matters which is of their concern i.e. which directly affect the rights attached to such preference share. Each share will carry one vote.

### 8. Transfer of shares

The Provisions of the Articles of Association of the Company would apply to the transfer of Preference shares.

## Annexure

### Main object clause of Transferee Company post-merger pursuant to this present composite scheme.

1. To carry on the business of farming, agriculture and horticulture in their respective forms and branches and to grow, produce, manufacture, process, prepare, refine, extract, manipulate, hydrolyze, deodrise, grind, bleach, hydrogenate, buy, sell or otherwise deal in kinds of agricultural, horticultural dairy, poultry and farm produce and products including food grains, cereals, seeds, plants, flowers, vegetables, fruits, vegetable and edible oils, meat, fish, eggs and foods and food products and preparation of any nature or description whatsoever.
2. To breed, raise, buy, sell and deal in kinds of poultry, poultry and seeds; to establish develop and maintain and aid in the establishment and maintenance of poultry and seed farms and ancillary operations like hatcheries, breeder house, egg producing and distributing centers, green house and stores.
3. To carry on the business of producing, selling, importing, exporting, storing, dealing, processing of the frozen bovine semen, bovine embryos and bovine bulls and to breed, raise, process, maintain, develop, buy, sell, import, export and deal in poultry, dairy, seeds and agricultural products.
4. To carry on the business of running, establishing, maintaining, let on hire, buy and sale for hire purchase, exchanging, replacing, repairing, servicing, assembling, coach or body building, booking of motor lorries, motor taxies, trucks, tankers, tractors, cranes, jeeps, trailers, trolleys, lorries coaches, cars, buses, oil and patrol tankers, milk tankers, cargo and movers, heavy and medium vehicles, vans, rickshaws, animal drawn vehicles, utility vehicles, temperature control trucks and vans, light and all types of passenger transport, combines, motor omnibuses tank, and to undertake transportation activity in various types of transport including road, air, sea, and to provide logistic facilities which includes all types of warehousing, godowns, cold storages, material handling equipments and machineries, packing equipments in India and Abroad and to act as a transporter, lorry operator, lorry and vehicle operators, packers, movers, job masters, store keepers, warehousemen's, cargo and mover operators, passenger operators, carriers and forwarding agents, travel agents, arranger and tours operators.