

THE NATIONAL COMPANY LAW TRIBUNAL

PRINCIPAL BENCH,

AT NEW DELHI

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29/05/19
National Company Law Tribunal

COMPANY PETITION NO. CAA- 02 (PB)/ 2019

Under Section 230 to 232 and other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016

In the matter of
Scheme of Amalgamation of

Agarwal Meadows Private Limited

Transferor Company

WITH

Paisalo Digital Limited

Transferee Company

Judgment delivered on: 17.05.2019

CORAM:

CHIEF JUSTICE (RTD.) M.M. KUMAR, HON'BLE PRESIDENT

Mr. S. K. MOHAPATRA, HON'BLE MEMBER (T)

Present:

For Petitioners : Mr. Mr. P. Nagesh, Mr. Dhruv Gupta &

Mr. Harshal Kumar Advocates

For RD : Mr. C. Balooni, Company Prosecutor,

For OL : Ms. Swati Kaushal, Advocate

For ITD : Mr. Ajit Sharma & Mr. Ashutosh, Advocates

CAA- 02(PB)/ 2019



ORDER

S. K. Mohapatra, Member

1. This Joint application has been filed by the Petitioner Companies under Sections 230 to 232 of the Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and the National Company Law Tribunal Rules, 2016, for the purpose of the approval of the Scheme of Amalgamation of the Transferor Company into the Transferee Company. The copy of the Scheme of Amalgamation (hereinafter referred as the "Scheme") has been placed on record.
2. The "Transferor Company", M/s Agarwal Meadows Private Limited was incorporated on 08.12.1989 under the provisions of the Companies Act, 1956, having its Registered Office at CSC, Pocket-52, Chittaranjan Park, Near Police Station, New Delhi-110019.
3. The "Transferee Company", M/s Paisalo Digital Limited was incorporated on 05.03.1992 under the Companies Act, 1956, having its registered office situated at 101, CSC, Pocket - 52, CR Park, Near Police Station, New Delhi - 110019.



4. It is seen from the records that the First Motion application seeking dispensation from convening the meetings of Shareholders and Creditors of petitioner companies was filed before this Bench vide CA (CAA) No. 172 (PB) 2018 and based on such joint application moved under Sections 230-232 of the Companies Act, 2013, the meetings of Equity Shareholders, Secured Creditors of transferor company and secured creditors of transferee company were dispensed with, vide order dated 12.10.2018 passed by this Bench. Directions were also issued in the same order to convene meetings of equity shareholders, and unsecured creditors of Transferee Company.
5. Subsequently, in compliance of the order dated 12.10.2018 the aforementioned meetings were duly convened on 01.12.2018 and the proposed Scheme was unanimously approved by the members present and voting in the respective meetings. The reports of the Chairperson and Scrutinizer have also been placed on record.
6. Thereafter, on 19.02.2019 the Petitioners were directed to carry out publication in the newspapers "Business Standard" (English Delhi Edition) as well as in "Business



Standard” in Vernacular (Hindi Delhi Edition). In addition to the public notice, notices were directed to be served on the Regional Director (Northern Region), Official Liquidator, Registrar of Companies, NCT of Delhi and Haryana, the Income Tax Department and to other relevant sectoral regulators.

7. It is seen from the records that the Petitioner companies have filed an affidavit dated 20.03.2019, affirming compliance of the order dated 19.02.2019. A perusal of the affidavit discloses that the Petitioners have affected the newspaper publication as directed in one issue of the “Business Standard” English Edition as well as in “Business Standard” Hindi Edition on 08.03.2019, in relation to the date of hearing of the petition. Further, the affidavit also discloses that copies of the petition have been duly served to the Regional Director (Northern Region), Official Liquidator, Registrar of Companies, NCT of Delhi and Haryana, the Income Tax Department and to other relevant sectoral regulators in compliance of the order and in proof of the same acknowledgement made by respective offices have also been enclosed.



8. The Regional Director has filed its representation on 29.03.2019 wherein no objection has been raised against the Scheme. It is further stated in the report that Registrar of Companies has not received any compliant/ objection from shareholders, creditors or any other stakeholders of the Petitioner Companies. It is also stated that the transferor company and transferee company have filed their up to date Annual Return and Balance Sheet for the year ending 31.03.2018 and no prosecution, investigation or inspection has been conducted in respect of petitioner companies.
9. The Official Liquidator has filed its report dated 18.03.2019 wherein no specific objection has been raised against the approval of the Scheme. It is submitted in the report that the official liquidator has not received any complaint against the proposed Scheme from any person/party interested in the Scheme in any manner and that the affairs of the transferor company do not appear to have been conducted in a manner prejudicial to the interest of its members or to public interest.



10. The Department of Income Tax has also filed its report on 23.04.2019 wherein the Department has not raised any objection against the sanctioning of the Scheme.
11. However, in order to protect the interest of the Revenue it is clarified that there shall be no limitation on the power of the Income tax Department for recovery of pending Income Tax dues, including imposition of penalties etc. as provided in law.
12. In respect of Reserve Bank of India, the transferee company has filed affidavit dated 22.04.2019, stating that the Department of Non-Banking Supervision of RBI has issued no Objection Letter dated 04.04.2019, copy of which has been placed on record. It is also confirmed in the affidavit that till date of the affidavit no objection has been received by the petitioner companies from any objector or from their representative.
13. In the joint petition it has also been affirmed that no proceeding for inspection, inquiry or investigation under the provisions of the Companies Act, 2013 or under provisions of Companies Act, 1956 is pending against the Petitioner



Companies. It is stated that the appointed date as provided in the Scheme shall be 31st December, 2017.

14. Certificates of respective Statutory auditors of both the petitioner companies have been placed on record to the effect that Accounting Treatment proposed in the Scheme of Amalgamation is in conformity with the Accounting Standard notified by the Central Government as specified under the provisions of Section 133 of the Companies Act, 2013.

15. The shareholders of the applicant companies are the best Judges of their interest, fully conversant with market trends, and therefore, their decision should not be interfered with by Tribunal for the reason that it is not a part of judicial function to examine entrepreneurial activities and their commercial decisions. It is well settled that the Tribunal evaluating the Scheme of which sanction is sought under Section 230-232 of the Companies Act of 2013 will not ordinarily interfere with the corporate decisions of companies as approved by shareholders and creditors.

16. In the case of Hindustan Lever Employees Union Vs. Hindustan Lever Limited (1995) 5 SCC 491 the three Judges Bench of Hon'ble Supreme Court held that:

'A company court does not exercise appellate jurisdiction over a scheme and its jurisdiction is limited to ascertaining fairness, justness and reasonableness of the Scheme and to ensure that neither any law has been violated or public interest compromised in the process.'

17. Right to apply for the sanction of the Scheme has been statutorily provided under Section 230-234 of the Companies Act, 2013 and therefore, it is open to the applicant companies to avail the benefits extended by statutory provisions and the Rules.
18. It has also been affirmed in the petition that the Scheme is in the interest of the transferor company and the transferee company including their shareholders, creditors, employees and all concerned.
19. In view of the foregoing, upon considering the approval accorded by the members and creditors of all the Petitioner companies to the proposed Scheme, and the affidavits filed by the Regional Director, Northern Region, Ministry of Corporate Affairs including the report of official liquidator, Income Tax Department and RBI and also as no objection



from any quarter against the Scheme has been received; there appears to be no impediment in sanctioning the present Scheme.

20. Consequently, sanction is hereby granted to the Scheme under Section 230 to 232 of the Companies Act, 2013.

21. The Petitioners shall however remain bound to comply with the statutory requirements in accordance with law.

22. Notwithstanding the above, if there is any deficiency found or, violation committed qua any enactment, statutory rule or regulation, the sanction granted by this court to the scheme will not come in the way of action being taken, albeit, in accordance with law, against the concerned persons, directors and officials of the petitioners.

23. While approving the Scheme as above, we further clarify that this order should not be construed as an order in any way granting exemption from payment of stamp duty, taxes or any other charges, if any, and payment in accordance with law or in respect to any permission/compliance with any other requirement which may be specifically required under any law.



24.

THIS TRIBUNAL DO FURTHER ORDER

- i. *That the Transferor Company shall stand dissolved without following the process of winding-up; and*
- ii. *That all the property, rights and powers of Transferor Company, be transferred without further act or deed, to the transferee company and accordingly the same shall pursuant to Section 232 of the Companies Act, 2013, be transferred to and vest in the transferee company.*
- iii. *That all the liabilities and duties of Transferor Company, be transferred without further act or deed, to the transferee company and accordingly the same shall, pursuant to Section 232 of the Act, be transferred to and become the liabilities and duties of the transferee company; and*
- iv. *That all proceedings now pending by or against Transferor Company, be continued by or against the transferee company; and*



A handwritten signature or mark in black ink, appearing to be a stylized 'M' or similar character.

- v. *That all the employees of Transferor Company in service, on the date immediately preceding the date on which the scheme takes effect, i.e. the effective date shall become the employees of the transferee company on such date without any break or interruption in service and upon terms and condition not less favorable than those subsisting in the Transferor Company on the said date.*
- vi. *That Petitioner companies shall within thirty days of the date of the receipt of this order cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered Transferor Company shall be dissolved and the Registrar of Companies shall place all documents relating to Transferor Company registered with him on the file kept by him in relation to the transferee company and the files relating to both the petitioner companies shall be consolidated accordingly; and*



vii. That any person interested shall be at liberty to apply to the Tribunal in the above matter for any directions that may be necessary.

The petition stands disposed of in the above terms.

Let copy of the order be served to the parties.

Sd/-
17.05.2019
(M.M. KUMAR)

PRESIDENT

Sd/-
(S.K. MOHAPATRA)

MEMBER (T)

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Sully
29/05/19

सहायक पंजीयक
ASSISTANT REGISTRAR
राष्ट्रीय कम्पनी विधि अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
C.G.O. COMPLEX, NEW DELHI-110003

Sully
29/05/19
DD/DR/AR/Court Officer
National Company Law Tribunal
New Delhi

Deepak Kumar

ANNEXURE-P. 1

No. 51690
Date of Presentation
of application for Copy 21/05/19
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[Signature]
NDR/AR/Court Officer
National Company Law Tribunal
New Delhi

**SCHEME OF ARRANGEMENT/AMALGAMATION
UNDER SECTION 230 TO 232 AND OTHER APPLICABLE
PROVISIONS OF COMPANIES ACT 2013**

BETWEEN

**AGARWAL MEADOWS PRIVATE LIMITED
(TRANSFEROR COMPANY)**

AND

**PAISALO DIGITAL LIMITED
(TRANSFeree COMPANY)**

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

For PAISALO DIGITAL LIMITED

[Signature]
MANAGING DIRECTOR

For AGARWAL MEADOWS PVT. LTD.

[Signature]
Director



PART- I

PREAMBLE

1. AN OVERVIEW OF SCHEME OF ARRANGEMENT/ AMALGAMATION

This Scheme of the Arrangement/ Amalgamation (hereinafter referred to as the "Scheme") provides for the Amalgamation of

AGARWAL MEADOWS PRIVATE LIMITED

.....Transferor Company

WITH

PAISALO DIGITAL LIMITED

.....Transferee Company

Pursuant to applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (Hereinafter referred to as "the Act")

(The said Transferor Companies and Transferee Company shall hereinafter collectively be referred to as "the Companies" or "the Parties" as the context of this Scheme may require)

AND

Their Respective Shareholders and Creditors

2. BACKGROUND AND DESCRIPTION OF COMPANIES

2.1 Agarwal Meadows Private Limited (Transferor Company) was incorporated under the Companies Act, 1956 on December 8, 1989 in the National Capital Territory of Delhi bearing registration no. 038586. At present the Registered Office of the Company is situated at CSC, Pocket-52, Chittaranjan Park, Near Police Station New Delhi - 110019. The Corporate Identification Number of the Company is U70200DL1989PTC038586. The Transferor



For PAISALO DIGITAL LIMITED

[Signature]
MANAGING DIRECTOR

For AGARWAL MEADOWS

[Signature]
Director

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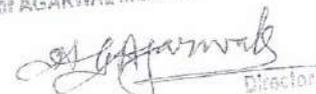
Company is engaged in the business of renting of commercial property.

2.2 **Paisalo Digital Limited (Transferee Company)** was originally incorporated on March 5, 1992 under the Companies Act, 1956 as S. E. Investments Private Limited, bearing Registration No. 120483 and was having its Registered Office at Agra (Uttar Pradesh). Subsequently, the Company became a Public Limited Company in pursuance to a special resolution passed by the members of the Company at the Extra Ordinary General Meeting held on February 24, 1995. A fresh Certificate of Incorporation consequent to change of name as a result of conversion to a public limited company was issued on March 1, 1995 by the Registrar of Companies, Kanpur. Subsequently, pursuant to Company Law Tribunal, Northern Region Bench Order C. P. No. 128/17/2002-CLB dated January 9, 2003 the Registered Office of the Company shifted from the State of Uttar Pradesh to National Capital Territory of Delhi and Certificate was issued by the Registrar of Companies, NCT of Delhi & Haryana on May 22, 2003. On January 12, 2018 the Company changed its name from M/s S. E. Investments Limited to M/s Paisalo Digital Limited. At present the Registered Office of the Company situated at 101, CSC, Pocket 52, CR Park, Near Police Station, New Delhi-110019 and the Corporate Identification Number of the Company is L65921DL1992PLC120483.

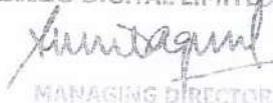
Paisalo Digital Limited is a Systemically Important Non Banking Financial Company, registered with Reserve Bank of India as Loan Company vide Certificate of Registration bearing registration No B-14.02997.

The Equity Shares of the Company are listed on National Stock Exchange of India Limited (NSE), and BSE Limited (BSE) and Global Depository Receipt are listed on Luxembourg Stock Exchange.

For AGARWAL MEADCO.


Director

For PAISALO DIGITAL LIMITED


MANAGING DIRECTOR

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Currently, the Transferee Company is engaged in the financing business.

3. PURPOSE AND RATIONALE OF THE SCHEME OF ARRANGEMENT/AMALGAMATION

The Board of Directors of the Transferor Company and Transferee Company are of the opinion that the proposed arrangement between the Transferor Company with Transferee Company will be for the benefit of both the Companies in the following manner:-

- a) The amalgamation will enable pooling resource of the Companies involved in the amalgamation to their common advantage, resulting in more productive utilization of such resources, cost & operational efficiencies which would be beneficial for all stakeholders.
- b) The amalgamation would result in the creation of a Transferee Company with larger asset base and net worth with strong financials enabling further growth and development of the Company and enable the transferee Company to withstand with the growing competition in the market scenario.
- c) The proposed amalgamation will result in reduction in overhead and other expenses, reduction in administrative and procedural work and eliminate duplication of work and will enable the companies concerned to effect internal economies and optimize productivity.
- d) The proposed amalgamation if comes into effect then it will strengthen the credibility of transferee company with the financial institutions, banks and general public and which would eventually benefit the shareholders of the Transferee Company and Transferor Company.

There is no likelihood that interests of any shareholder or creditor of either the Transferor Company or the Transferee Company would be prejudiced as a result of the Scheme. The Scheme of



For PAYSALO DIGITAL LIMITED

[Signature]

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For AGARWAL MEADOWS

[Signature]

Arrangement/Amalgamation will not impose any additional burden on the members of the Transferor Company or the Transferee Company.

4. DEFINITIONS

In this Scheme unless repugnant to the meaning or context thereof, the following expressions shall have the meaning as mentioned herein below:-

- 4.1 'Act' or 'The Act' means the Companies Act, 2013 read with the applicable Rules made there under and any statutory amendments or re-enactment thereof, as may be prescribed or notified by Ministry of Corporate Affairs, from time to time.
- 4.2 'Applicable Laws' means any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, ruling, by-law, approval of any governmental authority, directive, guideline, policy, clearance, requirement or other governmental restriction or any similar form of decision or determination by, or any interpretation or administration having the force of law of any of the foregoing by any governmental authority having jurisdiction over the matter in question, whether in effect as of the date of the Scheme or at any time thereafter.
- 4.3 'Appointed Date' means closing hours of December 31, 2017 or such other date as may be approved by the National Company Law Tribunal, New Delhi Bench, New Delhi or such other appropriate authority.
- 4.4 'Appropriate Authority' means any government, statutory, regulatory, departmental or public body or authority of the jurisdiction of Delhi, including Registrar of Companies, NCT of Delhi and Haryana, New Delhi, Hon'ble NCLT, Securities and Exchange Board of India (SEBI) and Stock Exchanges(s) where the shares of Paisalo Digital Limited are listed, Reserve Bank of India (RBI)



For PAISALO DIGITAL LIMITED

[Signature]
MANAGING DIRECTOR

PAISALO DIGITAL LIMITED

[Signature]

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- 4.5 **'Board' or Board of Directors'** in relation to the Transferor Company and the Transferee Company, as the case may be, means the Board of Directors of such Company and include a duly authorized committee of the Board if constituted for the implementation of this Scheme.
- 4.6 **'NCLT' or 'Tribunal'** means Hon'ble National Company Law Tribunal at New Delhi ("NCLT") as constituted and authorized as per the provisions of the Companies Act, 2013 for approving any Scheme of Arrangement/Amalgamation Compromise or Reconstruction of Companies under section 230 read with section 232 of the Companies Act, 2013.
- 4.7 **'Transferor Company' or 'Amalgamating Company' or 'AMPL'** means Agarwal Meadows Private Limited, a Private Limited Company registered under the provisions of Companies Act, 2013 and having its registered office at, CSC Pocket-52, Chittaranjan Park, Near Police Station, New Delhi-110019.
- 4.8 **'Transferee Company' or 'Amalgamated Company' or 'PDL'** means Paisalo Digital Limited, a Public Limited Company registered under the provisions of the Companies Act, 2013 and having its registered office at 101, CSC Pocket-52, Chittaranjan Park, Near Police Station, New Delhi-110019.
- 4.9 **'The Effective Date'** for the Scheme of Arrangement/Amalgamation shall mean the date on which certified copies of the Order of the NCLT or any Appropriate Authority sanctioning this Scheme under the applicable provisions of the Companies Act, 2013 are filed with the Registrar of Companies NCT of Delhi and Haryana.
- 4.10 **'Record Date'** means any date after the Effective Date to be fixed by the Board of Directors of the Transferee Company for issuing shares of Transferee Company to the shareholders of the Transferor Company.



For PAISALO DIGITAL LIMITED

Muniragani
MANAGING DIRECTOR

For AGARWAL MEADOWS

Agarwal
Director

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- 4.11 **'Listing Regulations'** means SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and includes any amendments, modification or any enactment thereof.
- 4.12 **'Scheme of Arrangement'** or **'Scheme of Amalgamation'** or **'Scheme of Merger'** or **'Scheme'** or **"the Scheme"** or **'this Scheme'** means this Scheme of Amalgamation between Transferor Company and Transferee Company and their respective Shareholders and Creditors as approved by the Board of Directors of respective Companies, in its present form and with any modifications as may be approved by the NCLT.
- 4.13 **'Stock Exchanges'** shall mean BSE Limited (BSE) and/or National Stock Exchange of India Limited (NSE).
- 4.14 **'Swap Ratio'** means the ratio of exchange of shares between the Transferor Company and the Transferee Company. The share capital of the Transferor Company shall stand cancelled and the shareholders of the Transferor Company will receive shares of the Transferee Company based on the mutually accepted swap ratio between the Transferee Company and the Transferor Company.
- 4.15 **'Undertaking'** shall mean and include:
- 4.15.1 all the assets and property of all the undertakings of the Transferor Company as on the Appointed Date;
- 4.15.2 all the secured and unsecured debts, liabilities, duties and obligations of all the undertakings of the Transferor Company as on the Appointed Date;
- 4.15.3 Without prejudice to the generality of sub clause above, the Undertaking of the Transferor Company shall include all the assets and properties, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but not limited to land and building, all fixed and movable plant and machinery, vehicles, fixed assets, work in progress, current assets,



For PAISALO DIGITAL LIMITED

[Signature]
MANAGING DIRECTOR

For AGARWAL MEADOWS PVT. LTD.

[Signature]
Director

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investments, reserves, provisions, funds, licenses registrations, copyrights, patents, trade names, trademarks and other rights and licenses in respect thereof, applications for copyrights, patents, trade names, trademarks, leases, tenancy rights, premises, ownership flats, hire purchase and lease arrangements, lending arrangements, benefits of security arrangements, computers, insurance policies, office equipment, telephones, telexes, facsimile connections, communication facilities, equipment and installations and utilities, electricity, water and other service connections, benefits of agreements, contracts and arrangements, powers, authorities, permits, allotments, approvals, consents, privileges, liberties, advantages, easements and all the right, title, interest, goodwill, benefit and advantage, deposits, reserves, preliminary expenses, provisions, advances, receivables, deposits, funds, cash, bank balances, accounts and all other rights, benefits of all agreements, subsidies, grants, tax credits, sales tax, value added tax, goods and service tax and other claims and powers, of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Company, as on the Appointed Date.

4.16 'Registrar of Companies' or 'ROC' means the Registrar of Companies, NCT of Delhi & Haryana.

4.17 In this Scheme, unless the context otherwise requires:

- a) reference to persons shall include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
- b) the headings are inserted for ease of reference only and shall not affect the construction or interpretation of this



Scheme;
For PAISALO DIGITAL LIMITED

Sumit Kumar
MANAGING DIRECTOR

For HARWAL BIRBROWS PVT. LTD.

Harwal Birbrows

- c) words in the singular shall include the plural and vice versa;
- d) any reference in the Scheme to “upon the Scheme becoming effective” or “effectiveness of the Scheme” shall mean the Effective date; and
- e) all terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have same meaning prescribed to them under the Act and other applicable laws, rules, regulations, bye laws, as the case may be, including any statutory modification or re-enactment thereof from time to time.

5. DATE OF TAKING EFFECT AND OPERATIVE DATE

Upon the occurrence of the Effective Date, the Scheme set out herein, its present form or with any modification(s) approved or imposed or directed by NCLT or any other Appropriate Authority, shall become operative with effect from the Appointed Date.

PART -II

6. SHARE CAPITAL AND FINANCIAL POSITION

6.1 The Authorized, Issued, Subscribed and Paid-up capital of the Transferor Company as on December 31,2017 is as follows:-

Particular	Amount (in Rupees)
Authorised Share Capital 100,000/- Equity Shares of Rs. 100/- each and	1,00,00,000
Issued Share Capital 29270 Equity Shares of Rs. 100/- each, Fully paid	29,27,000



For PATSALO DIGITAL LIMITED

[Signature]
MANAGING DIRECTOR

[Signature]

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Subscribed Share Capital 29270 Equity Shares of Rs. 100/- each, Fully paid	29,27,000
Paid-up Share Capital 29270 Equity Shares of Rs. 100/- each, Fully paid	29,27,000

Subsequent to December 31, 2017 there has been no change in the Authorized, Issued, Subscribed and Paid-up Capital of the Transferor Company.

6.2 The Authorized, Issued, Subscribed and Paid-up capital of the Transferee Company as on December 31, 2017 is as follows:-

Particular	Amount (in Rupees)
Authorised Share Capital 12,00,00,000/- Equity Shares of Rs. 10/- each and 50,00,000/- Preference Shares of Rs. 10/- each	1,25,00,00,000
Issued Share Capital 4,05,72,500 Equity Shares of Rs. 10 per Share	40,57,25,000
Subscribed Share Capital 4,05,72,500 Equity Shares of Rs. 10 per Share	40,57,25,000
Paid-up Share Capital 4,05,60,000 Equity Shares of Rs. 10 per Share fully paid up Share Forfeited a/c (Amount originally Paid up on 12,500 Equity* Shares of Rs. 10 each)	40,56,00,000 62,500



For PAISALO DIGITAL LIMITED

[Signature]
MANAGING DIRECTOR

For AGARWAL MEADOWS PVT. LTD.

[Signature]
Director

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*Shares forfeited by the company due to non payment of call and Company has given undertaking to stock exchange for not issuing these shares in the future.

Subsequent to December 31, 2017 there has been no change in the Authorized, Issued, Subscribed and Paid-up Capital of the Transferee Company. The Transferee Company's shares are listed in BSE, NSE and Depository Receipts on Luxembourg stock exchange respectively.

6.3 The Financial position of the Transferor Company as on December 31, 2017 and March 31, 2017 are as follows:-

Extract of Audited Profit and Loss Account:

(Amount in Rupees)

Particulars	31.12.2017	31.03.2017
Total Revenue	1,90,000	2,90,958
Total Expenses	10,96,514	31,08,758
PBT	(9,06,514)	(28,17,800)
PAT	(10,70,106)	(29,20,865)

Extract of Audited Balance Sheet:

(Amount in Rupees)

Particulars	As at 31.12.2017	As at 31.03.2017
Share Capital	29,27,000	29,27,000
Reserve & Surplus	(24,086)	10,46,020
Non Current Liabilities	1,02,66,657	1,01,03,065
Current Liabilities	4,64,90,410	4,54,11,417
Total Liability	5,96,59,981	5,94,87,502
Fixed Assets	5,08,50,698	87,38,918



For PAISALO DIGITAL LIMITED

[Signature]

MANAGING DIRECTOR

[Signature]

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Capital Work in Progress	-	-
Long Term Loans and Advances	37,57,036	37,57,036
Other Non Current Assets	-	-
Current Investments	-	-
Inventories	-	4,23,34,673
Trade Receivables	11,06,720	9,000
Cash & Cash equivalents	490412	13,80,677
Short term Loans & Advances	34,55,115	32,67,198
Other Current Assets	-	-
Total Assets	5,96,59,981	5,94,87,502

The books of accounts of the Transferor Company were audited by M/s R A K & Company Chartered Accountants. The Company's Auditor has not made any qualifications or adverse comments on financial statements of the Transferor Company.

The Transferor Company is not subject to any investigation or proceedings under the Act.

6.4 The Financial position of the Transferee Company as on March 31, 2017 and December 31, 2017 are as follows:-

Extract of Profit and Loss Account:

(Amount in Rupees)

Particulars	31.12.2017 for 9 months (Unaudited)	31.03.2017 (Audited)
Total Revenue	2,16,20,20,399	2,49,51,77,297
Total Expenses	1,50,42,29,464	1,72,33,16,246



For PAISALO DIGITAL LIMITED

[Signature]
MANAGING DIRECTOR

For AGARWAL MEADOWS PVT. LTD.

[Signature]
Director

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PBT	65,77,90,935	77,18,61,051
PAT	56,48,11,757	51,29,14,598

Extract of Balance Sheet:**(Amount in Rupees)**

Particulars	As at 31.12.2017 (Un-audited)	As at 31.03.2017 (Audited)
Share Capital	40,56,62,500	40,56,62,500
Reserve & Surplus	5,67,42,38,307	5,13,56,29,756
Non Current Liabilities	1,75,38,47,769	1,31,09,82,821
Current Liabilities	1,00,13,83,2239	8485171791
Total Liability	17,84,75,80,815	15,33,74,46,868
Fixed Assets	2,71,68,123	3,08,85,501
Non-Current Investments	66,14,21,800	66,14,21,800
Long Term Loans and Advances	20,07,80,659	20,10,11,945
Other Non Current Assets	6,19,32,550	9,84,92,622
Current Investments	32,91,999	81,55,824
Inventories	13,70,16,48,666	12,61,84,00,314
Cash & Cash equivalents	34,33,27,657	8,33,31,028
Short term loans & advances	88,43,69,527	59,45,53,156
Other Current Assets	1,96,36,39,834	1,04,11,94,678
Total Assets	17,84,75,80,815	15,33,74,46,868



For PAYSALO DIGITAL LIMITED

[Signature]
MANAGING DIRECTOR

For ADARWA, WEADGWS PVT. LTD.

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The books of accounts of the Transferee Company for the financial year ended March 31, 2017 were audited by M/s R. Lal & Co. Chartered Accountants. From April 1, 2017 till March 31, 2020 for three financial years M/s Mukesh Kumar & Co., Chartered Accountants have been appointed as Statutory Auditor of the Transferee Company. The Company's Auditor has not made any qualifications or adverse comments on financial statements of the Transferee Company.

The Transferee Company is not subject to any investigation or proceedings under the Act.

PART-III

AMALGAMATION OF AMPL WITH PDL

7. AMALGAMATION, TRANSFER & VESTING OF UNDERTAKING

7.1 With effect from the Appointed Date and upon the Scheme becoming effective, the Transfer and vesting of undertaking of the Transferor Company including all its properties, assets and liabilities of whatsoever nature shall under the provisions of Sections 230 to 232 of the Act and pursuant to order(s) of the NCLT or any other Appropriate Authority sanctioning the Scheme and without any further act, instrument, deed, matter or thing, stand transferred and vested in and/ or deemed to be transferred to and vested in Transferee Company so as to become the undertaking, properties, assets and liabilities of Transferee Company in accordance with the Section 2(1B) of the Income Tax Act, 1961, in the following manner:-

7.1.1 Transfer of Assets:

7.1.1.1 With effect from the Appointed Date and upon the Scheme becoming effective all memberships, licenses, rights, privileges, permits, quotas, rights, entitlements, allotments, approvals, consents, concessions, trade mark licenses including



For PAISALO DIGITAL LIMITED

[Signature]
MANAGING DIRECTOR

For AGARWAL MEADOWS PVT. LTD.

[Signature]

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application for registration of trade mark, Certificate of Registrations and their right to use available to Transferor Company as on appointed date or any which may be taken after the appointed date but till the effective date, shall get transferred to Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.

7.1.1.2 With effect from the Appointed Date and upon the Scheme becoming effective all the assets of Transferor Company as are movable in nature including, but not limited to, stock of goods, sundry debtors, investments, plants and equipments, motor vehicles, outstanding loans and advances, insurance claims, advance tax, Minimum Alternate Tax (MAT) set-off rights, pre-paid taxes, levies/liabilities, CENVAT/VAT credits /GST credits, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, Semi-Government, local and other authorities and bodies, customers and other persons or any other assets otherwise capable of transfer by physical delivery would get transferred by physical delivery only and all other assets would get transferred by endorsement and delivery by vesting and recordable pursuant to this Scheme, shall stand vested in Transferee Company, and shall become the property and an integral part of Transferee Company and if require appropriate Governmental and Registration authorities shall substitute the name of Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.



For PAISALO DIGITAL LIMITED

[Signature]
MANAGING DIRECTOR

For AGARWAL MEADOWS PVT. LTD.

[Signature]
Director

7.1.1.3 With effect from the Appointed Date and upon the Scheme becoming effective all incorporeal properties of Transferor Company as on Appointed Date or any other property which may be taken after the Appointed Date but till the Effective Date, shall get transferred to Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.

7.1.1.4 With effect from the Appointed Date and upon the Scheme becoming effective, all immovable properties including but not limited to land and buildings or any other immovable properties of Transferor Company, whether freehold or leasehold, and any documents of title, rights and easements in relation thereto shall stand transferred to and be vested in Transferee Company, without any further instrument, deed or act or payment of any further fee, charge or securities either by the Transferor Company or Transferee Company.

7.1.1.5 With effect from the Appointed Date and upon the Scheme becoming effective, Transferee Company shall be liable to pay ground rent, taxes and fulfill obligations, in relation to or applicable to such immovable properties. The mutation/substitution of the title to the immovable properties shall be made and shall be recorded in the name of Transferee Company by the appropriate authorities pursuant to the sanction of the Scheme by the NCLT or any other Appropriate Authority.

7.1.1.6 With effect from the Appointed Date and upon the Scheme becoming effective, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation



For PAISALO DIGITAL LIMITED

Sunita Aggarwal
MANAGING DIRECTOR

For AGARWAL MEADOWS PVT. LTD.

Aggarwal

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to Transferor Company to which the Transferor Company are the party or to the benefit of which Transferor Company may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect against or in favor of Transferee Company and may be enforced as fully and effectually as if, instead of Transferor Company, Transferee Company had been a party or beneficiary or obligee thereto.

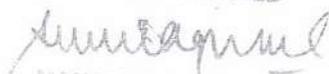
7.1.1.7 With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, no-objection certificates, permissions or approvals or consents required to carry on operations of Transferor Company or granted to Transferor Company shall stand vested in or transferred to Transferee Company without further act or deed, and shall be appropriately transferred or assigned by the statutory authorities concerned therewith in favor of Transferee Company upon vesting of Transferor Company Businesses and Undertakings pursuant to this Scheme. The benefit of all statutory and regulatory permissions, licenses, approvals and consents including the statutory licenses, permissions or approvals or consents issued or granted to Transferor Company shall vest in and become available to Transferee Company pursuant to this scheme.

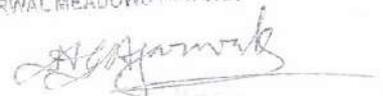
7.1.2 Transfer of Liabilities:

7.1.2.1 With effect from the Appointed Date and upon the Scheme becoming effective, all debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, whether provided for or not

For PAISALO DIGITAL LIMITED

For AGARWAL MEADOWS PVT. LTD.


MANAGING DIRECTOR





in the books of accounts or disclosed in the balance sheets of Transferor Company shall be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of Transferee Company.

7.1.2.2 Without prejudice to the generality of the provisions contained herein, all loans raised after the Appointed Date but till the Effective Date and liabilities incurred by Transferor Company after the Appointed Date but till the Effective Date for their operations shall be deemed to be of Transferee Company.

7.1.2.3 The transfer and vesting of the undertaking and assets of Transferor Company as aforesaid, shall be subject to the existing securities, charges and mortgages, if any, subsisting, over or in respect of the property and assets or any part thereof of Transferor Company, as the case may be.

Provided that the securities, charges and mortgages (if any subsisting) over and in respect of the part thereof, of Transferee Company shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of Transferor Company vested in Transferee Company pursuant to the Scheme.

Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by Transferor Company which shall vest in Transferee Company by virtue of the



For PAISALO DIGITAL LIMITED

[Signature]
MANAGING DIRECTOR

For AGARWAL MEADOWS LIMITED

[Signature]
Director

amalgamation of Transferor Company with Transferee Company and Transferee Company shall not be obliged to create any further or additional security there for after the amalgamation has become operative.

7.1.2.4 Transferee Company will, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangements in relation to Transferor Company to which Transferor Company is party, in order to give formal effect to the above provisions. Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of Transferor Company and to carry out or perform all such formalities or compliances referred to above on part of Transferor Company.

7.1.2.5 Loans or other obligations, if any, due either between Transferee Company and Transferor Company shall stand discharged and there shall be no liability in that behalf. In so far as any securities, debentures or notes issued by the Transferor Company and held by the Transferee Company and vice versa are concerned, the same shall, unless sold or transferred by holder of such securities, at any time prior to the Effective Date, stand cancelled and shall have no further effect.

7.1.2.6 Transferee Company will distribute the dividend as when declared on the proportionate basis keeping in mind the allotment/ transfer of shares to the Transferor Company's Shareholders.



For PAISALO DIGITAL LIMITED

[Signature] 19
MANAGING DIRECTOR

[Signature]

7.1.3 Legal Proceedings:

7.1.3.1 With effect from the Appointed Date, Transferee Company shall bear the burden and the benefits of any legal or other proceedings initiated by or against Transferor Company.

Provided however, all legal, administrative and other proceedings of whatsoever nature by or against Transferor Company pending in any court or before any authority, judicial, quasi judicial or administrative, any adjudicating authority and/or arising after the Appointed Date and relating to Transferor Company or its respective properties, assets, liabilities, duties and obligations shall be continued and/or enforced until the Effective Date by or against Transferor Company, and from the Effective Date, shall be continued and enforced by or against Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against Transferor Company.

7.1.3.2 If any suit, appeal or other proceedings of whatever nature by or against Transferor Company be pending, the same shall not abate, be discontinued or in any way be prejudicially affected by reason of the transfer of the Transferor Company undertaking or of anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against 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 Transferor Company as if this Scheme had not been made.



For PAISALO DIGITAL LIMITED

[Signature]
MANAGING DIRECTOR

For AGARWAL MEADOWS PVT. LTD.

[Signature]
Director

7.1.4 Taxation and Other Matters:

7.1.4.1 With effect from the Appointed Date, all the profits or income accruing or arising to Transferor Company and all expenditure or losses arising or incurred by Transferor Company shall, for all purposes, be treated (including all taxes, if any, paid or accruing in respect of any profits and income) and be deemed to be and accrue as the profits or income or as the case may be, expenditure or losses (including taxes) of Transferee Company. Moreover, Transferee Company shall be entitled to revise its statutory returns relating to indirect taxes like Goods and Service tax (GST) etc. and to claim refund/credits and/or set off all amounts under the relevant laws towards the transactions entered into by Transferee Company and Transferor Company which may occur between the Appointed Date and the Effective Date. The rights to make such revisions in the GST returns and to claim refunds/credits are expressly reserved in favor of Transferee Company.

7.1.4.2 Upon the Scheme becoming effective, the Transferor Company and the Transferee Company shall be entitled, wherever necessary and pursuant to the provisions of this Scheme, to file or revise their financial statements, tax returns, tax deduction at source certificates, tax deduction at source returns, and other statutory returns, and shall have the right to claim refunds, advance tax credits, credit for Minimum Alternate Tax, carry forward of losses and unabsorbed depreciation, deductions, tax holiday benefits, deductions or any



For PAISALO DIGITAL LIMITED

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MANAGING DIRECTOR

PAISALO DIGITAL LIMITED PVT. LTD.

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other credits and / or set off of all amounts paid by the Transferor Company or the Transferee Company under the relevant laws relating to Income Tax, Value Added Tax, Service Tax, Central Sales Tax, Goods and Service Tax or any other tax, as may be required consequent to the implementation of the Scheme.

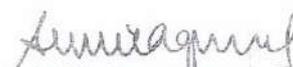
7.1.4.3 Transferee Company shall be entitled to revise its Statutory returns relating to Direct taxes like Income Tax and Wealth Tax and to claim refunds/advance tax credits and/or set off the tax liabilities of Transferor Company under the relevant laws and its rights to make such revisions in the statutory returns and to claim refunds, advance tax credits and/or set off the tax liabilities is expressly granted.

7.1.4.4 It is expressly clarified that with effect from the Appointed Date, all taxes payable by Transferor Company including all or any refunds of the claims/TDS Certificates shall be treated as the tax liability or refunds/claims/TDS Certificates as the case may be, of Transferee Company.

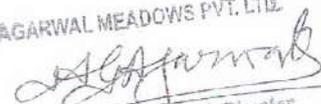
7.1.4.5 From the Effective Date and till such time as the name of the Transferee Company would get entered as the account holder in respect of all the bank accounts and demat accounts of Transferor Company in the relevant bank's/DP's books and records, the Transferee Company shall be entitled to operate the bank/demat accounts of Transferor Company in its existing name.



For PRAISALO DIGITAL LIMITED


MANAGING DIRECTOR

For AGARWAL MEADOWS PVT. LTD.


Director

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7.1.4.6 Since each of the permissions, approvals, consents, sanctions, special reservations, incentives, concessions and other authorizations of Transferor Company shall stand transferred, by the order of the NCLT or any other Appropriate Authority sanctioning the Scheme, to Transferee Company. Transferee Company shall file the relevant intimations, for the record of the statutory authorities who shall take them on file, pursuant to the vesting orders of NCLT or any other Appropriate Authority.

7.1.5 Conduct of Business:

With effect from the Appointed Date and till the Scheme come into effect

7.1.5.1 Transferor Company shall be deemed to carry on all their businesses and activities and stand possessed of their properties and assets for and on account of and in trust for Transferee Company and all the profits accruing to Transferor Company and all taxes thereon or gains or losses arising or incurred by them shall, for all purposes, be treated as and deemed to be the profits or losses, as the case may be, of Transferee Company.

7.1.5.2 Transferor Company shall carry on their businesses with reasonable diligence and in the same manner as they had been doing hitherto and Transferor Company shall not alter or substantially expand its businesses except with the concurrence of Transferee Company.



For PAISALO DIGITAL LIMITED

[Signature]
MANAGING DIRECTOR

For AGARWAL MEADOWS

[Signature]
DIRECTOR

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7.1.5.3 Transferor Company shall not without the written concurrence of Transferee Company, alienate charge or encumber any of its properties except in the ordinary course of business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of Transferee Company, as the case may be.

7.1.5.4 Transferor Company shall not vary or alter, except in the ordinary course of their business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of Transferee Company the terms and conditions of employment of any of its employees, except with the written consent of Transferee Company.

7.1.5.5 With effect from the Appointed Date, all debts, liabilities, duties and obligations of Transferor Company as on the closing business hours of Appointed Date, whether or not provided in their books and all liabilities which arise or accrue after the Appointed Date shall be deemed to be the debts, liabilities, duties and obligations of Transferee Company.

7.1.5.6 For the purpose of giving effect to the vesting order passed under Section 230 to 232 of the Companies Act, 2013 and rules made there under in respect of this Scheme by the NCLT, Transferee Company shall, at any time pursuant to the orders on this Scheme, be entitled to get the record of the change in the legal right(s) upon the vesting of the



For PAISALO DIGITAL LIMITED

[Signature]
MANAGING DIRECTOR

For AGARWAL MEADOWS PVT. LTD.

[Signature]
Director

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Transferor Company undertakings in accordance with the provisions of the Act. Transferee Company shall be authorized to execute any pleadings, applications, forms, etc. as are required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of this Scheme.

PART-III

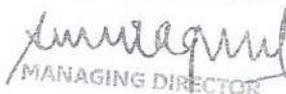
CONSIDERATION & ACCOUNTING TREATMENT

8. CONSIDERATION ON AMALGAMATION

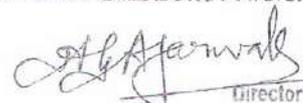
8.1 Transferee Company shall, without further application, act or deed, issue and allot to (whose names are registered in the Register of Members of the Transferor Company on the Record Date, or his/her/ its legal heirs, executors, administrators or successors), equity shares in the Transferee Company credited as fully paid up in the ratio of 5918 equity shares of Rs. 10/- each in the Transferee Company for every 100 equity share of Rs. 100/- each held as fully paid-up in the Transferor Company ("Share Exchange Ratio"). If any of the shareholders of the Transferor Company becomes entitled to receive fraction of such an Equity Share in the capital of the Transferee Company, such fraction shall be rounded off to the nearest integer.

8.2 The Equity Shares in the Transferee Company to be issued to the shareholders of the Transferor Company (herein "New Equity Shares") shall rank pari passu in all respect, with the existing equity shares in the Transferee Company and shall be subject to the Memorandum and Articles of Association of the Transferee Company.

For PAISALO DIGITAL LIMITED


MANAGING DIRECTOR

For AGARWAL MEADOWS PVT. LTD.


Director

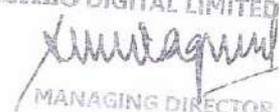


- 8.3 New Equity Shares to be issued by the Transferee Company pursuant to Clause 8.1 above shall be issued in dematerialized form by the Transferee Company. In that relation, the shareholders of the Transferor Company shall be required to have an account with a depository participant and shall be required to provide details thereof and such other confirmations as may be required. In the event any shareholder has not provided the requisite details relating to his/her/its account with a depository participant or other confirmations as may be required or if the details furnished by any shareholder do not permit electronic credit of the share of the Transferee Company, then the Transferee Company shall issue New Equity Shares in physical form to such shareholder or shareholders.
- 8.4 The New Equity Shares to be allotted shall, subject to applicable laws, be listed and admitted to trading on the Stock Exchanges.
- 8.5 The issue and allotment of equity shares by the Transferee Company to the shareholders of the Transferor Company pursuant to clause 8.1 above is an integral part of this Scheme.
- 8.6 The approval of this Scheme by the shareholders of the Transferee Company shall be deemed to be due compliance of the provisions of Section 62 of the Companies Act, 2013 and other relevant and applicable provisions of the Act for the issue and allotment of equity shares by the Transferee Company to the shareholders of the Transferor Company as provided in this Scheme.

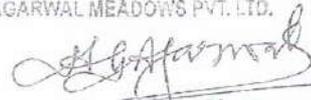
9. **AUTHORIZED SHARE CAPITAL OF THE TRANSFEEE COMPANY**

- 9.1 Upon the Scheme becoming effective, the Authorized Share Capital of the Transferee Company shall not be affected and would be same as it as at present.



For PAISALO DIGITAL LIMITED

 MANAGING DIRECTOR
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For AGARWAL MEADOWS PVT. LTD.


 Director

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10. ACCOUNTING TREATMENT FOR AMALGAMATION

- 10.1 Upon coming into effect of this Scheme, the amalgamation of the Transferor Company with the Transferee Company shall be accounted for as per the "Accounting Standard 14: Accounting for Amalgamations" as prescribed in the Companies (Accounting Standards) Amended Rules, 2016 issued by the Ministry of Corporate Affairs.
- 10.2 The Transferee Company shall, record all the assets at its fair value as agreed between the transferor company and transferee company and liabilities as appearing in the books of the Transferor Company on the Appointed Date.
- 10.3 If at the time of amalgamation, the Transferor Company and the Transferee Company have conflicting accounting policies, a uniform accounting policy shall be adopted by the Transferee Company following the amalgamation. The effect on the financial statements of any change in accounting policies shall be reported in accordance with applicable Accounting Standard 5, 'Prior Period and Extraordinary Items and changes in accounting policies'.
- 10.4 Investment, if any, in the equity share capital of the Transferor Company or vice versa, as appearing in the books of accounts of the Transferee Company, if not transferred before the Effective Date, shall stand cancelled and there shall be no further obligation / outstanding in that behalf.

11. STAFF, WORKMEN AND EMPLOYEE

- 11.1 On the Scheme becoming effective, all staff, workmen and employee of the Transferor Company, if any, in service on the Effective Date shall become the staff, Workmen and employee of the Transferee Company with effect from the Appointed Date without any break, discontinuance or interruption in their services and on the basis of continuity of services, and the terms and



For PAISALO DIGITAL LIMITED

[Signature] 27
MANAGING DIRECTOR

For AGARVAI INFOSYS PVT. LTD.

[Signature]

conditions of their employment with Transferee Company shall not be less favorable than those applicable to them with reference to the Transferor Company, on the Effective date.

12. SAVING OF CONCLUDED TRANSACTIONS

12.1 The transfer of properties and liabilities and the continuance of proceedings by or against Transferor Company as envisaged in above shall not affect any transaction or proceedings already concluded by Transferee Company on or before the Appointed Date and after the Appointed Date till the Effective Date, to the end and intent that Transferor Company accept and adopts all acts, deeds and things done and executed by Transferee Company in respect thereto as done and executed by Transferor Company in respect thereto as done and executed on that behalf.

13. DISSOLUTION OF TRANSFEROR COMPANY

13.1 On occurrence of the Effective Date, Transferor Company shall, without any further act or deed, shall stand dissolved without winding up.

PART-IV

OTHER PROVISIONS

14. APPLICATION TO NCLT

14.1 Transferor Company and Transferee Company shall, with all reasonable dispatch, make Joint application to the NCLT of relevant jurisdiction, under Sections 230 to 232 and other applicable provisions of the Act read with applicable provisions of Companies (Compromise, Arrangement and Amalgamation) Rules, 2016, for sanctioning the Scheme with such modifications as may be approved by the NCLT.

14.2 On the Scheme being agreed to by the requisite majorities of all the classes of the shareholders and/or creditors of Transferor Company and Transferee Company shall, with all reasonable dispatch, apply

For PAISALO DIGITAL LIMITED

For AGARWAL MEADOWS PVT. LTD.



to the NCLT, for sanctioning the Scheme under Sections 230 to 232 and other applicable provisions of the Act read with applicable provisions of the Companies (Compromise, Arrangement and Amalgamation) Rules, 2016, and for such other orders, as the said NCLT may deem fit for carrying this Scheme into effect and for dissolution of Transferor Company without winding-up,

15. LISTING AGREEMENT AND SEBI COMPLIANCES

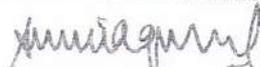
- 15.1 Since the Transferee Company is a listed company, this Scheme is subject to the compliances of all the requirements under the Listing Regulations and all statutory directives of the Securities Exchange Board of India ('SEBI') in so far as they relate to sanction and implementation of the Scheme.
- 15.2 Regulation 10 of SEBI (Acquisition of Shares And Takeover) Regulations, 2011, exempts from the obligation to make an open offer under regulation 3 and regulation 4 in regard of acquisition pursuant to a scheme of arrangement/amalgamation involving the target company as a transferor company or as a transferee company, or reconstruction of the target company, including amalgamation, merger or demerger, pursuant to an order of a court or a competent authority under any law or regulation, Indian or foreign.

16. CONDITIONALITY OF SCHEME

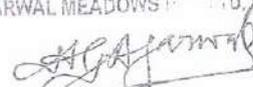
- 16.1 Unless otherwise decided by the Board of the Transferor Company and the Transferee Company, the Scheme is conditional upon and subject to:-

- 16.1.1 Obtaining no-objection/observation letter from the Stock Exchanges in relation to the Scheme under the Regulation 37 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015;

For PAISALO DIGITAL LIMITED


MANAGING DIRECTOR

For AGARWAL MEADOWS PVT. LTD.


Director



- 16.1.2** Approval of the Scheme by the requisite majority of the shareholders of the Transferor Company and Transferee Company and such classes of the persons of the said companies, if any, as applicable or as may be required under the Act and as may be directed by the NCLT;
- 16.1.3** The Parties, as the case may, complying with the other provisions of the SEBI circular, including seeking approval of the shareholders of the Transferee Company through e-voting, as applicable. The Scheme shall be acted upon only if the votes cast by the public shareholders in favor of the proposal are more than the number of votes cast by the public shareholders, of the Transferee Company, against it as required under the SEBI circular. The term 'public' shall carry the same meaning as defined under Rule 2 of Securities Contracts (Regulation) Rules, 1957;
- 16.1.4** The sanctions and orders of the NCLT, under Sections 230 to 232 of the Act being obtained by the Transferor Company and Transferee Company;
- 16.1.5** Certified/Authenticated copies of the orders of the NCLT, sanctioning the Scheme, being filed with the concerned Registrar of Companies NCT of Delhi and Haryana;
- 16.1.6** All other sanctions and approvals, as may be required by law, in respect of this Scheme being obtained.
- 16.1.7** It is hereby clarified that submission of this Scheme to the NCLT and to the Appropriate Authorities for their respective approvals is without prejudice to all rights, interest, titles or defenses that the Transferor Company and Transferee Company may have under or pursuant to all Applicable Laws.
- 16.1.8** On the approval of this Scheme by the shareholders of the Transferor Company and Transferee Company and such



For PAISALO DIGITAL LIMITED

[Signature]
MANAGING DIRECTOR 30

For AGARWAL MEADOWS PVT. LTD.

[Signature]
Director

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other classes of Persons of the said parties, if any, pursuant to Clause mentioned herein above shall also be deemed to have resolved and accorded all relevant consent under the Act or otherwise to the same extent applicable in relation to the amalgamation set out in this Scheme, related matters and this Scheme itself.

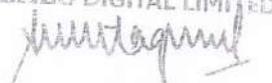
17. DIVIDENDS

- 17.1 Notwithstanding the above Clause 7, until the Effective Date, the Transferor Company and Transferee Company shall be entitled to declare and pay dividends, whether interim or final, to its shareholders in respect of the accounting period prior to the Effective Date out of its income/cash, if any, lying with Transferor Company and Transferee Company.
- 17.2 The holders of shares of Transferor Company and Transferee Company shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective Articles of Association including the right to receive dividends.
- 17.3 It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any shareholder of the Transferor Company and/or Transferee Company to demand or claim any dividend which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Board of Directors of Transferor Company and Transferee Company respectively, and subject to the approval, if required, of the shareholders of the Transferor Company and/or Transferee Company

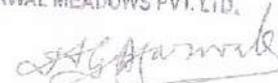
18. MODIFICATION OR AMENDMENT OF THE SCHEME AND REVOCATION OF THE SCHEME

- 18.1 The Transferee Company and the Transferor Company by their respective Board of Directors or such other person or persons, as

For PAISALO DIGITAL LIMITED


MANAGING DIRECTOR

For AGARWAL MEADOWS PVT. LTD.


Director



the respective Board of Directors may authorize, including any committee or sub-committee thereof, may make and/or consent to any modifications or amendments to the Scheme or to any conditions or limitations that the NCLT/Registrar/ Official Liquidator and/or other authority may deem fit to direct or impose or which may otherwise be considered necessary or desirable. The Transferee Company and the Transferor Company, by their respective Board of Directors, or such other person or persons, as the respective Board of Directors may authorize, including any committee or subcommittee thereof, shall be authorized to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubt, difficulties or questions whether by reason of any order(s) of the Regional Director or of any directive or order(s) of any other authority or otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith.

18.2 The Transferor Company and Transferee 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.

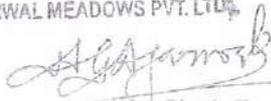
18.3 In the event of any of the said sanctions / approvals / conditions referred hereinabove not being obtained and/or complied with and/or satisfied and/or this Scheme not being sanctioned by the NCLT and/or order or orders not being passed as aforesaid and/or the Scheme failing to be made effective, this Scheme shall stand revoked, cancelled and be of no effect and in that event, no rights and liabilities whatsoever shall accrue to or be incurred *inter se* the Transferor Company and the Transferee Company or their respective shareholders or creditors or employees or any other



For PAISALO DIGITAL LIMITED

 MANAGER

For AGARWAL MEADOWS PVT. LTD.


 Director

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 in accordance with the applicable law and in such case, each company shall bear its own costs unless otherwise mutually agreed. Further, the Board of Directors of the Transferor Company and the Transferee Company shall be entitled to revoke, cancel and declare the Scheme to be of no effect if such boards are of the view that the coming into effect of the Scheme in terms of the provisions of this Scheme or filing of the drawn-up orders with any authority could have adverse implication on all/any of the companies.

19. COSTS

19.1 All costs, charges, fees, taxes including duties (including the stamp duty, if any, applicable in relation to this Scheme), levies and all other expenses, if any (save as expressly otherwise agreed) arising out of or incurred in carrying out and implementing the terms and conditions or provisions of this Scheme and matters incidental thereto shall be borne and paid by Transferee Company. All such costs, charges, fees, taxes, stamp duty including duties (excluding the stamp duty, if any, paid on this scheme which shall be pro rata added to the value of the immovable properties), levies and all other expenses, shall be debited to the Profit and Loss Account of Transferee Company.

20. APPLICABILITY OF PROVISIONS OF INCOME TAX ACT,1961

If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the Income –Tax Act,1961, at a later date, including resulting from an amendment of any Applicable Law or for any other reason whatsoever, the Scheme shall stand modified/amended to the extent determined necessary to comply and come within the definition and conditions relating to “Amalgamation” as specified in the Income-tax Act, 1961. In such an event the clauses which are inconsistent shall be



For RAYSALO DIGITAL LIMITED
[Signature]
MANAGING DIRECTOR

For AGARWAL MEADOWS PVT. LTD.
[Signature]
Director

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read down or if the need arises be deemed to be deleted and such modification/reading down or deemed deletion shall however not affect the other parts of the Scheme.

Any refund, under the Income Tax Act,1961, service tax laws, central sales tax, excise duty laws, duties, levies due to Transferor Companies consequent to the assessment made to the Transferor Companies and for which no credit is taken in the account as on the date immediately preceding the Appointed Date shall also belong to and received by the Transferee Company upon this Scheme becoming effective.

For Paisalo Digital Limited
(TRANSFEEEE COMPANY)

For PAISALO DIGITAL LIMITED
Muneemul
MANAGING DIRECTOR

FOR Agarwal Meadows Private Limited
(TRANSFEROR COMPANY)

For AGARWAL MEADOWS PVT. LTD.
Agarwal
Director

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Sukh
29/5/19
सहायक पंजीयक
ASSISTANT REGISTRAR
राष्ट्रीय कम्पनी विधि अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
C.G.O. COMPLEX, NEW DELHI-110003

Sukh
29/5/19
DD/DR/AR/Court Officer
National Company Law Tribuna
New Delhi