

**MEMORANDUM
AND
ARTICLES
OF
ASSOCIATION**



THOMAS COOK (INDIA) LIMITED



सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Registrar of companies, Mumbai
Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002

Corporate Identity Number: L63040MH1978PLC020717

SECTION 13(1) OF THE COMPANIES ACT, 2013

**Certificate of Registration of the Special Resolution Confirming Alteration of
Object Clause(s)**

The shareholders of M/s THOMAS COOK (INDIA) LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 02-09-2016 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section 13(1) of the Companies Act, 2013.

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given under my hand at Mumbai this Eighth day of September Two thousand sixteen.

Ministry of
Corporate Affairs
- Govt of India

Digitally signed by Ministry of Corporate Affairs - Govt of India, DN: cn=Ministry of Corporate Affairs, ou=Govt of India, email=MOA@nic.gov.in, c=IN, o=Ministry of Corporate Affairs - Govt of India, serial=123456789, version=1.0, date=2016.09.08 12:00:00 +05'30'

SATYA PARKASH KUMAR
Registrar of Companies (STS)
Registrar of Companies
RoC - Mumbai

Mailing Address as per record available in Registrar of Companies office:

THOMAS COOK (INDIA) LIMITED

THOMAS COOK BUILDINGDR D N ROAD, FORT, MUMBAI, Maharashtra,
India, 400001



GOVERNMENT OF INDIA
MINISTRY OF COMPANY AFFAIRS

Maharashtra, Mumbai

Everest , 100, Marine Road, , Mumbai - 400002, Maharashtra, INDIA

Corporate Identity Number : **U63040MH1978PLC020717**

SECTION 18(1)(A) OF THE COMPANIES ACT, 1956

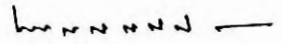
**Certificate of Registration of the Special Resolution Confirming Alteration
of Object Clause(s)**

The share holders of M/s THOMAS COOK [INDIA] LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 28/03/2006 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section (18)(1) of the Companies Act, 1956 (No. 1 of 1956).

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given under my hand at Mumbai this NINETEENTH day of JUNE TWO THOUSAND SIX.




Registrar of Companies
Maharashtra, Mumbai

No.11- 20717

(Section 18(1) of the Companies Act, 1956)

CERTIFICATE OF REGISTRATION OF
SPECIAL RESOLUTION PASSED FOR
ALTERATION OF OBJECTS

THOMAS COOK (INDIA) LIMITED

having by Special Resolution passed on 08/06/2001

altered the provisions of its Memorandum of Association

with respect to its objects, and a copy of the said

resolution having been filed with this office on 05/07/2001

I hereby certify that the Special Resolution passed

on 08/06/2001 together with the printed copy

of the Memorandum of Association, as altered, has this day

been registered.

Given under my hand at MUMBAI

this SEVENTEENTH day of JULY

Two thousand ONE



(Handwritten signature)
(A.W.ANSARI)
DEPUTY REGISTRAR OF COMPANIES,
MAHARASHTRA, MUMBAI

No. 20717/TA

CERTIFICATE OF CHANGE OF NAME
IN THE OFFICE OF THE REGISTRAR OF COMPANIES, UNDER
THE COMPANIES ACT, 1956.

IN THE MATTER OF THOMAS COOK (INDIA) PRIVATE LIMITED.

I do hereby certify that pursuant to the provisions of section 23 of Companies Act, 1956 and the Special Resolution passed by the company at its Extra-ordinary General meeting on the 7TH MARCH, 1979.

The name of "THOMAS COOK (INDIA) PRIVATE LIMITED
has this day been changed to THOMAS COOK (INDIA) LIMITED

** ** *

And that the said company has been duly incorporated as a company under the provisions of the said Act.

Dated this TWELFTH day of MARCH one
thousand nine hundred and seventy ~~SEVEN~~ NINE.



(V.A.VIJAYAN MENON)
Asstt. Registrar of Companies,
Maharashtra, Bombay.

E/

A/3877



प्रारूप० आई० आर०

Form i. R.

निगमन का प्रमाण-पत्र

CERTIFICATE OF INCORPORATION

ता०.....का सं०.....
No.....20717.....of 19.78.....

मैं एतद्वारा प्रमाणित करता हूँ कि आज.....

कम्पनी अधिनियम 1956 (1956 का 1) के अधीन नियमित की गई है और यह कम्पनी परिसीमित है।

I hereby certify that.....**THOMAS COOK (INDIA) PRIVATE LIMITED**.....

is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is limited.

मेरे हस्ताक्षर से आज ता०.....को दिया गया।

Given under my hand at.....**BOMBAY**.....this.....**TWENTY-FIRST**
day of.....**OCTOBER**.....and thousand nine hundred and.....**SEVENTY-EIGHT**.....



(Signature)
(D. J. BISWAS)
कम्पनियों का रजिस्ट्रार
Registrar of Companies

ब्र० एस्० सी०
J. S. C-I.

प्रभासपुरेक-55.....एडमिन/76-77-भासपुरेक-(सी-566)-7-1-77-10,000
MG IPTC-553-17 Genl. Admn./76-77-GIPTC-(C-566)-7-1-77-10,000.

THE COMPANIES ACT, 1956

COMPANY LIMITED BY SHARES MEMORANDUM OF ASSOCIATION OF THOMAS COOK (INDIA) LIMITED

- I. The name of the Company is THOMAS COOK (INDIA) LIMITED
- II. The registered office of the Company will be situated in the State of Maharashtra.
- III. (A) **MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION.**
 - (1) To acquire and take over as a going concern the business now carried on in India by Thomas Cook Overseas Limited, a company incorporated in the England and having its principal office at 45, Berkeley Street, London W1A 1EB, England, together with the goodwill thereof and all or any of its assets and liabilities and to carry on the said business and, for that purpose, to enter into appropriate agreement and take all necessary steps.
 - (2) To carry on the trades or business of general travel passenger, tourist and transport agents and contractors, organisers of travel by land, water or air, railroad, steam or other ship, overcrafts, aeroplanes, automobile and other automotive vehicle owners, charterers, hirers, contractors and agents, import and export agents, freight, baggage, storage and forwarding contractors and agents, recruitment and emigration agents, general carriers and contractors, wharfingers, carmen, owners and proprietors of bonded stores, warehouses and depositories of all kinds, removers of all kinds of goods by land, air or water, and provision of services in connection therewith hotel agents and caterers, insurance agents and providers of services, necessaries and articles of all kinds for travellers or tourists throughout the world and surveyors.
 - (3) To grant and issue letters of credit, and circular notes and to issue, sell and encash travellers cheques, to buy, sell and deal in foreign exchange, and to provide facilities of all types for remittance of funds.
 - (4) To act as tour operators and to organise conferences, conventions and seminars and tours, trips, excursions, sojourns, holiday camps, hikes, treks, expeditions, safaris to any sea, mountain, lake, forest or holiday resorts of tourist interest or any other place either in India or any part of the world and to prepare plans, maps, itineraries, routes for the same and to book tickets and accommodation and to provide all types of assistance to tourists and travellers.
 - (5) *To carry on the business of handling inward foreign tourist activity in India including independent and conducted tours, safaris, expeditions, conferences, meetings and other group movements and also to handle similar foreign tourist activity in other parts of the world through its own offices and agents and correspondents.
 - (6) *To carry on the business of designing, developing, establishing, maintaining, buying, importing, exporting, selling, trading, providing, licensing, implementing, consulting and

training in all kinds of software, hardware, systems, programs, products, applications and services, including handling of customer support services in relation to travel & tourism industry and travel related and allied services, by establishing business process outsource units, knowledge process outsource units, call centers, data centers and the like whether pertaining to own customers or clients customers from within India or outside, for requests received over telephone, fax, email, web, kiosk, post, video conferencing or any other mode and to set up research and development centers and train, educate in one or more of the above areas and to market the latest developments in national and international scenario and implement the same to economize and simplify the operations and to carry on the business of providing communication facilities either computer aided or telephone or any other mode in India or anywhere in world.

- (7) *To carry on the business of booksellers, stationers, publishers and restaurant proprietors, and to carry on the business of booking seats at theatres, cinemas and other places of amusements.
- (8) *To carry on the business of handling travel and tourist activity including organizing independent and conducted tours and safaris, expeditions, conferences, meetings and other group movements in India as well as other parts of the world through its own offices, agents and correspondents; to carry on business as tourist agents and contractors and to facilitate traveling, provide for tourist and travellers, conveniences of all kinds in the way of tickets of all types, hotel and lodging accommodation, guides and safe deposit facilities; to charter, book or reserve ships, trains, aeroplanes, omnibus, motorbus, motor lorries, motor cars, wagons, carts and carriages of every description and to book and to reserve accommodations and rooms in hotels, restaurants and boarding and/or lodging houses and to take houses on hire, furnished or unfurnished; to own, hire, let, ply, run and maintain cars, buses, coaches, aeroplanes, conveyance and other transport services for tourist and passengers in India and abroad; to carry on the business of providing business process outsourcing services in India or abroad of any and every description, using the latest IT - enabled tools, including electronic document and account management services, back office services, e-commerce services, development of consumer oriented e-commerce, web-base information systems, client server application, network management, software development services, computer related consultancy services, support services and any other similar or related services and to provide customer, technical and other support and for the purpose to act as representative, consultant, know how provider, sponsor, franchiser or licensor necessary for tour, travel, entertainment and leisure business; to carry on the business of marketing of various financial products, providing back office support like data processing, payroll accounting, accounting and such other financial services; providing for services of human resource development including recruitment of manpower and training and development, in India or elsewhere and for all the aforesaid activities to engage and deploy manpower to the customers.
- (9) *To act as money changers, brokers, dealers, agents, buyers and sellers of all foreign exchange in the form of currencies, travellers' cheques, bonds, notes, instruments, papers, documents, subject to the approval of the Reserve Bank of India and other competent authorities, wherever necessary; to take positions, hold and trade on the movements of foreign currencies on behalf of customers or otherwise, to hold, operate and transact in foreign currencies and/or exchange by maintaining foreign currency bank accounts or otherwise, and to issue or act as agents for travellers' cheques, credit cards, phone cards and all instruments in any currency, subject to all rules, regulations and approvals as may be necessary and to deal in documents related to import or export trade, payables or receivables or securities either within or outside India; to engage in the foreign exchange

money changing business, money transfer services in foreign exchange, either in the form of foreign currency notes / coins or travellers' cheques or any other negotiable instruments to or from India or abroad; to deal in currency or exchange options, swaps, futures, in foreign or Indian currencies in direct or derivative forms in India or abroad on the Company's own behalf or on behalf of its clients; to manage, acquire, hold, exchange, dispose of monies, foreign exchange, investments, funds, pools relating to and/or emanating from India or elsewhere on its own behalf or on behalf of its clients, customers, dealers, brokers, agents, trusts, funds, Government or other bodies; to do the business of broking in exchange, currencies.

- (10) *To acquire by purchase, lease, license, let/mortgage, exchange, rent, hire, or otherwise, and to own, hold, exploit, use, develop, operate, sell, sublet / underlet, assign, transfer, convey, exchange, create security interests in, take options over, pledge or otherwise dispose off or deal in and with, any property / assets, moveable or immovable and any rights or privileges of any kind over or in respect of any property / assets and to construct, decorate, develop, furnish, maintain, manage, operate, lease, rebuild, enlarge, alter or improve any building or other structure, now or hereafter erected on any such property.
- (11) *To carry on the business of selling, distributing, marketing or acting as a Commission Agent for all kinds of products, on the basis of a commission, remuneration or a fee.
- (12) *To carry on the business of an investment company and to buy, sell, underwrite, invest in, acquire, hold, shares, stock, debentures, debenture stock, bonds, obligations and securities of any kinds issued or guaranteed by any company constituted or carrying on business in India or elsewhere and debentures, debenture stock, bonds, obligations and securities issued or guaranteed by any government, State, public body or authority, supreme, municipal, local or otherwise, firm or person whether in India or elsewhere and to hold by way of investment, shares, stocks debentures, debenture stocks, bonds, obligations, units securities and other investments.
- (13) *To carry on the business of transport of general and special cargo animals or passengers from place to place either by air or by land or by sea or partly through sea and partly by land and air whether in planes, motor vehicles, animal drawn vehicles, cars, ships, or in any other manner whatsoever and to carry on all or any of the business as of general carriers, transporters, railway and forwarding agents, clearing agents, warehouseman, storekeepers bonded Carmen and common Carmen.
- (14) *To carry on in India or elsewhere, the business of full-fledged and / or restricted money changers and authorized dealers of all foreign currencies and to buy, sell and deal in foreign currencies of all kinds and types whether in the form of coins, bank notes or travelers cheques, to conduct transactions of all types and descriptions in foreign currencies and to convert foreign currencies into Indian rupees and vice versa, subject to the provisions of Foreign Exchange Management Act, the directions of the Reserve Bank of India and other applicable laws in force.
- (15) *Subject to approval of Reserve Bank of India and other authorities, to carry on the business in the domestic and international capital markets, to act as authorized dealers and full-fledged money changers, to undertake all types of foreign exchange operations, arrange for suppliers/ buyers credit, advice on foreign exchange cover operation, such as swap deals, cross currency foreign contracts / options, advice and guidance on foreign currency accounts, arranging foreign equity participation by individuals, companies, from institutions, arrange for and provide commercial, economic and financial information reports

to foreign and Indian Importers/ Exporters and to act as agent for the Money Transfer Business with International and Indian Agencies all over the world and to accept credit cards of all the agencies in credit card business and dispense the cash.

- (16) *To buy, sell, trade, exchange, deal, or otherwise engage in India or abroad, bill of exchange, letters of credit, promissory notes, cheques whether negotiable or not, currencies, drafts, travelers cheques, all kinds of units, coupons warrants, options and such other derivatives, issued or to be issued to companies, Government, Banks, firms, co-operatives, organizations, in India or abroad, and trade either as principal, broker, agent, dealer, stockiest, trader, consignee, or any other capacity and to act as Agent for issuing the travel related insurance services and to acquire membership, dealership, directorship, licenses, permits, registrations or such other positions in such other positions in such Associations, Exchange, Organizations and Bourses in India or abroad and carry on the business as members, dealers, license or any other capacity in any of these relating to money changing business.
- (17) *To carry on the business of constructing and running hotels, restaurants, desert parlours, fast-food outlets in India and abroad and to acquire or tie-up with International hotel groups and to run the business of hotelier, hotel proprietor, hotel manager, and operators, refreshment contractors and caterers, milk and snack bar proprietors and establish and carry on in India or elsewhere the business to acquire, undertake, promote, run, manage, own, lease out, convert, build, commercialize, handle, operate, renovate, construct, maintain, improve, exchange, furnish, recondition, hire, let on hire, develop, consolidate subdivide and / or organize hotels, restaurants, gourmets, clubs, physic Therapy Centers, Fitness Training Centre, Farm houses, resorts, Holiday Resorts, cafes, taverns, rest house, tea and coffee houses, beer houses, bars, flight carriers, lodging houses, refreshment rooms, hospitals, nursing homes, night clubs, cabarets, swimming pools, Turkish baths, lodges, apartments, house keeper services, cottages or grocers, poulterers, green grocers, licensed victuallers, discotheques, banquet halls, dressing room, laundries, hair-dresser shops, stores, libraries, writing and news paper rooms, places of amusement, places of recreation, art galleries, sports, entertainment, health clubs, travel agencies, motor cabs, theatrical and opera, box offices, cinemas, also agencies for railways, shipping and airplane companies and to prepare, retail, process, buy, sell, import, export, service, wholesale, retail, pack, repack, or otherwise, to deal in function as purveyors, of vegetables, cigarettes, cusserts and other food products, tobacco, soft drinks, ice creams, juices, cosmetics, clothes provisions, spices and other allied goods.

**Inserted Clauses 5 to 17 pursuant to the Composite Scheme of Arrangement and Amalgamation amongst TC Forex Services Limited, TC Travel Services Limited, Travel Corporation (India) Limited, SOTC Travel Management Private Limited, Thomas Cook (India) Limited, Qess Corp Limited and their respective shareholders*

B. OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS.

- (18) To undertake or carry on any other trade or business whatsoever which can, in the opinion of the Company, be advantageously or conveniently carried on by the Company, by way of extension of or in connection with any such business as aforesaid, or is calculated directly or indirectly to develop any branch of the Company's business or to increase the value of or turn to account any of the Company's assets, property or rights.
- (19) To acquire and take over the whole or any part of the business, property and liabilities of any person or persons, firm or corporation carrying on any business which this Company is authorised to carry on, or possessed of any property or rights suitable for the purposes of this Company.
- (20) To take or otherwise acquire and hold shares, stock, debentures, or other interests in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (21) To purchase, take on lease or in exchange, or otherwise acquire, any real or personal property, patents, licences, rights or privileges which the Company may think necessary or convenient for the purposes of its business, and to construct, maintain and alter any hotels, offices, buildings or works necessary or convenient for the purposes of the Company.
- (22) To borrow or raise or secure the payment of money by mortgage or by the issue of debentures or debenture stock, perpetual or otherwise, or in such other manner as the Company shall think fit, and for the purposes aforesaid to charge all or any of the Company's property or assets, present and future, including its uncalled capital, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (23) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bill of lading, warrants, debentures, and other negotiable, transferable or mercantile instruments.
- (24) ²To register, form, incorporate, establish, set up, organize various types of trust including charitable trust, Non Government Organization ('NGO'), HUF, firms or such other nature of entities, body corporate, in India or abroad or to subscribe, guarantee or contribute funds for any national, local, charitable, donation, philanthropy, benevolent, public object or to become a trustee/member of any type of trust, Non Government Organization ('NGO'), HUF, firms or such other nature of entities, body corporate registered, incorporated, set up, established, organized in India or abroad for undertaking various activities, deeds, events, promotion, trade, fair, exhibition etc., including donations which may be classified, directly or indirectly as Corporate Social Responsibility ('CSR') activities in accordance with such applicable laws, regulations, rules, directions, guidelines including those issued by Ministry of Corporate Affairs and/or such other concerned regulatory authority/(ies), from time to time, to the extent applicable and on such terms, conditions, stipulations and modifications as may be prescribed imposed or suggested.
- (25) To grant pensions, allowances, gratuities and bonuses to any Directors, officers or employees of the Company or its predecessors in business or persons who have held any such positions, or the relations, connections or dependants of any such persons, and to support or subscribe to any charitable or other institutions, clubs, societies or funds.

² *Substituted vide Special Resolution passed at the AGM dated 2nd September, 2016

- (26) To invest any moneys of the Company not required for the purposes of its business in such investments or securities (other than shares in the Company) as may be thought expedient.
- (27) To enter into any partnership or arrangement in the nature of a partnership with any person or persons or corporation engaged or interested or about to become engaged or interested in the carrying on or conduct of any business or enterprise which this Company is authorised to carry on or conduct or from which this Company would or might derive any benefit, whether direct or indirect.
- (28) To promote any company or companies for purpose of acquiring all or any of the property, rights and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (29) To amalgamate with any other company or companies having objects altogether or in part similar to those of this Company.
- (30) To manage or take part in the management and supervision or control of the business or operations of any company, person or firm, and for that purpose to appoint and remunerate any directors, managing directors, managers, trustees, accountants or other experts or agents.
- (31) To sell or dispose of the undertaking of the Company or any part thereof in such manner and for such consideration as the Company may think fit, and in particular for shares (fully or partly paid up), debentures, debenture stock or securities of any other company, whether promoted by the Company for the purpose or not, and to improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
- (32) To do all or any of the above things in any part of the world, either as principals, agents, trustees or otherwise, and either alone or in conjunction with others, and by or through agents, sub-contractors, trustees or otherwise.
- (33) To do all such other things as may be considered incidental or the Company may think conducive to the attainment of the above objects or any of them.
- (34) To enter into contracts, agreements and arrangements with any other company, firm or person for the carrying out by such other company, firm or person on behalf of the Company of the objects for which the Company is formed.
- (35) To enter into arrangement with any government or authorities, supreme, municipal, local or otherwise, or any person or company that may seem conducive to Company's objects, or any of them, and to obtain from any such government, authority, person or company any rights, privileges, charters, contracts, licenses and concessions which the Company may think fit, desirable to obtain and to carry out, exercise and comply therewith.
- (36) To act as agents of any body corporate, company, firm, undertaking or for any government, semi-government or autonomous body or any organization in the private or public sector either alone or jointly with other persons, firm or company for the exports and imports of all types of crops, commodities, manufactured and semi-manufactured goods, raw materials, plant, machinery, equipment, tools and other materials, minerals, substances, goods, articles and things in any part of the world.
- (37) To apply for, promote, and obtain any Act, charter, order, regulation, privilege, concession, licence or authorisation of any government, state or municipality or any authority or any corporation or any public body which may be empowered to grant for enabling the Company to carry any of its objects into effect or for extending any of the powers of the Company or for effecting any modification of the

Company's constitution or for any other purpose which may seem expedient, and to oppose any bills, proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests; and to appropriate any of the Company's shares, debentures or other securities and assets to defray the necessary cost, charges and expenses thereof.

- (38) To buy, sell, exchange, refine, repair, alter, improve, convert, manipulate, prepare for market, import, export and otherwise deal in all kinds of plants, machinery, apparatus, tools, utensils, receptacles, substances, ingredients and components, materials, articles, and things necessary or convenient for carrying on the business of the Company and things capable of being used in connection with any business of the Company.
 - (39) To establish branches or appoint agencies for or in connection with any of the objects of the Company, to carry on any business or branch of a business which the Company is authorised to carry on by means, or through the agency of, any subsidiary company or companies and to enter into any arrangement with such subsidiary company for taking the profits to and bearing the losses of any business or branch so carried on, or for financing any such subsidiary company or guaranteeing its liabilities, or to make any other arrangement which may seem desirable with reference to any business or branch so carried on including power at any time and either temporarily, to close any such branch or business.
 - (40) To apply for, purchase, or otherwise acquire, and protect and renew in any part of the world any patents, patent rights, brevets d'invention, trademarks, designs, licences, concessions, and the like conferring any exclusive or non-exclusive or limited right to their use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, and to use, exercise, develop or grant licences in respect of or otherwise, turn to account the property, rights, or information so acquired, and to expend money in experimenting upon, testing or improving any such patents, inventions or rights.
 - (41) To establish and maintain agencies, branch places and local registers and to procure registration or recognition of the Company and to carry on business in any part of the world and to take such steps as may be necessary to give the Company such rights and privileges in any part of the world as are possessed by local companies or partnerships or as may be thought desirable.
 - (42) To appoint Directors or Managers of any subsidiary company or of any other company in which this Company is or may be interested.
 - (43) To take part in the management, supervision and control of the business or operations of any company or undertaking.
 - (44) For the purpose mentioned in the preceding clause, to appoint and remunerate any Directors, Trustees, Accountants or other Experts or Agents.
 - (45) To pay out of the funds of the Company all expenses which the Company may lawfully pay with respect to the promotion, formation and registration of the Company or the issue of its capital including brokerage and commission for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities of the Company.
- ³*(45A) (i) To establish, maintain, operate and provide safe, efficient, adequate, economical and properly co-ordinated air transport services and lines of aerial conveyance (including scheduled and chartered domestic and international services) for the carriage of

³ *Inserted vide Special Resolution passed at the AGM dated 8th June, 2001

passengers, animals, baggage, mail, freight and other cargo of all kinds in India and abroad.

- (ii) To purchase, acquire, take on lease and/or hire or otherwise acquire, own, employ, maintain, work, manage, control, let in hire, charter, lease demise all forms of aerial transport, transportation or conveyance including aircrafts, overdrafts, helicopters for the purpose of transporting or carrying passenger, animals, baggage, mail, freight and cargo and merchandise of all kinds and description whether as principals, agents or otherwise and to set up flying services both as Private and Public carriers on national and international routes.
- (iii) To repair, assemble, fabricate, buy, acquire, sell, import, export, obtain on lease or hire, let on lease or hire, alter, modify, improve and deal in all kinds of aerial transport, transportation and conveyance aircraft, aero engines, airships, seaplanes, flying-boats, hydroplanes, gliders, balloons and aerial conveyances of every description and kind whether required for civil, commercial, military research, development, exploration purposes or otherwise.
- (iv) To carry on the business relating to parts and components of all kinds of aircrafts, aero engines, airships, seaplanes, flying boats, hydroplanes, gliders, balloons, and all kinds of materials, engines, machinery, tools, implements, accessories, equipment and apparatus for use in connection thereto.
- (v) To construct, establish, purchase, acquire, obtain on lease or hire and let on lease or hire provide and maintain hanger, garages, aerodromes, landing grounds, building yards and accommodation of all descriptions for or in relation to any aircraft or aerial conveyance of all kinds.
- (vi) To provide airport and allied services to domestic and international airlines in India and abroad with respect to ram handling, ticketing, flight planning, passengers, animals and cargo handling, catering, transportation of passengers and crew and other technical and maintenance services as required.
- (vii) To repair, assemble, fabricate, and deal in as lessors, lessees, hirers, repairers, cleaners, stores and warehouses of aircrafts, aerial conveyances of all descriptions and machines of all kinds capable of being flown in the air.
- (viii) To purchase, acquire, sell, import, export, hire, and deal in store and warehouse, engines, machinery, equipment, implements, utensils, appliances, apparatus, lubricants, solutions, enamels, paints and all things capable of being used in connection with aircrafts and/or aerial conveyances.
- (ix) To construct and maintain runways, air strips, landing grounds or any similar surface with all necessary or suitable buildings and facilities for the operation of landing and take off of aircraft whether such operation be commercial or by way of experiment, or research.
- (x) To provide for the instruction and training in matters connected with aircraft or flight by aircraft of persons employed, or desirous of being so employed either by the Company or by any other person.
- (xi) To set up institutes for training or to train or to pay for training in India or abroad of any employee of the Company or any of the Company's Directors, or any other persons in the interest of or for the furtherance of the Company's business.

- (xii) To acquire, hold or dispose of any property, whether movable or immovable or any airport, or air transport undertaking or facility.
 - (xiii) To repair, overhaul, reconstruct, assemble or recondition, aircrafts and/or their parts, accessories, instruments and also to manufacture such parts, accessories and instruments, whether they are for aircrafts owned by the Company or by any other person and to function as aircrafts maintenance engineers and technicians.
 - (xiv) To function as agents or contractors in relation to air transport services operated by any other person.
 - (xv) To extend air transport services nationally and internationally, including the development of feeder services.
 - (xvi) To undertake wet and dry charter flights and leases.
 - (xvii) To employ or otherwise appoint technical experts, pilots, cabin crew, mechanics, ground staff and other personnel required for the activities of the Company.
 - (xviii) To enter into interline and/or other Agreements with other Airlines/Aviation and/or Regulatory Authorities whether Domestic or International, for the promotion of the activities of the Company.
 - (xix) To appoint and/or act as General Sales Agents whether in India or abroad.
 - (xx) To enter into Agreement with domestic and/or international aviation reservation and ticketing systems, networks and organisations in pursuance of and in furtherance of the activities of the Company.
- ^{4*}(45B) (1) To undertake and carry on the business of insurance for accident liability, employers' liability, fidelity guarantee, third party, burglary or theft, fire, life, marine, storm, vehicle, travel, glass, plate glass, and mortgage or other investment insurance, or any of them, and to transact all or any other kinds of insurance and carry on all or any class of insurance business, and in particular:
- (i) Insurances against or upon the contingency of injury, damage, or loss to persons by theft, accident or misadventure of any kind;
 - (ii) Insurances to protect employers and principals against liability on account of injury, loss, or damage, either sustained or caused by workmen, servants, employees, or agents in their employment, or acting on their behalf;
 - (iii) Insurances to protect and indemnify principals or employers against loss or damage by the fraud, breach of trust or misconduct of their servants, agents, or others acting on their behalf, and to guarantee and provide security for the fidelity and good conduct of persons filling or about to fill offices or appointments and situations of trust or confidence, and also to protect and relieve private sureties

^{4*} Inserted vide Special Resolution passed at the AGM dated 28th March, 2006.

against loss arising to them from their liability as cautioners or guarantors for others;

- (iv) Insurances against claims upon the assured for injuries to the persons and property of third parties caused by the assured or his property, or by others for whom he is responsible;
 - (v) Insurances against loss of property by burglary or theft by housebreaking or larceny, and against loss, injury, or damage to property by or resulting from fire or lightning, or against loss, injury, or damage to the property or effects (carried on board ship) of mariners and marine passengers;
 - (vi) Insurances against loss or damage from breakage of plate glass or any other description of glass, whether in windows, fittings, mirrors, or in whatever way used;
 - (vii) Insurances against loss of monies, principal and interest, lent, invested, or secured on mortgages, debentures, deposits, and loans of every kind to banking, property, investment or financial companies at home or abroad;
 - (viii) Insurances against all manner of accidents, liability, and guarantee, and every other description of insurance business kindred to the above.
- (2) To grant, purchase, or sell endowments and annuities, either for lives or for years, or on survivorships, and either immediate, deferred, determinable, contingent, or reversionary and other estates, interests, and securities, whether in real or personal property, and generally to undertake and transact all matters and business which may be in any way connected with or depending on contingencies.
 - (3) To carry on business as insurance brokers and agents in respect of all classes of insurance including marine, fire, life, accident, burglary, workmen compensation, indemnity and motor.
 - (4) To effect as agents for others insurances of every kind and against every and any contingency.
 - (5) To create or set aside out of the capital or revenue of the company, a special fund, or special funds, and to give to any class of its policy-holders, annuitants, or creditors, any preferential right over any fund or funds so created, and for such or any other purposes of the company to place any portion of the company's property in the names or under control of trustees, and to give any class of insurers a right to participate in the profits of the company or any branch of its business.
 - (6) To apply out of the revenue or otherwise out of the funds of the company in each year until the first valuation of the company's risks any sum not exceeding the gross amount realized, irrespective of expenses, during the year, from interest on invested capital or other sources of income or profit, in or towards the payment of a dividend upon the capital called up and paid, and to spread any preliminary expenses, including such interest, over any subsequent years.
 - (7) To advance monies at interest on the security of any freehold, leasehold or other property in India or abroad, or of any estate or interest in any such property and on the security of any life insurance policy or the combined security of land and such policy.

- (8) To grant, either in India or abroad, policies or other instruments of insurance against, or assuring compensation or payment in case of death or injury to health or limb by railway accident or shipwreck, or other perils of the land, air or water, or any other accident or misadventure, or violence during any journey or voyage by land, air or water, or during any other limited or specified period.
- (9) To assure payment during sickness or incapacity, arising from general or other than the above causes.
- (10) To grant insurances upon the contingency of injury or total loss by reason of real and personal property of any kind.
- (11) To contribute to the funds of such hospitals or other institutions as efficiently serve or agree to serve the Company's clients in cases of accident or illness, and to pay such institutions for the said services.
- (12) To contribute to the funds of societies, institutions, or establishments which effect or promote the spread of sanitary science, and the practical application thereof to public or private use, and to pay for work done or services rendered by them to the company or the company's clients.
- (13) To insure houses, tenements, merchandise, and all other property and effects, real and personal, against loss or damage by fire, explosion, lightning, storm, tempest, flood, aircraft and things dropped there from, accident or otherwise, and to carry on the business of insuring property against all such loss or damage in all its branches.
- (14) To rebuild, repair, replace or reinstate, houses, buildings, machinery and every other description of property which may be insured by the company, and to carry on any kind of business necessary or expedient for any such purposes.
- (15) To join or subscribe to any salvage or protection association or committee, whether mutual or otherwise, in any way connected with any of the objects of the company.
- (16) To grant insurances of all kinds payable upon the happening of all or any of the following events, namely, the death or marriage, or birth or failure of issue of, or the attainment of a given age by any person or persons, or the expiration of any fixed or ascertainable period, or the occurrence of any contingency or event which would or might be taken to effect the interest (whether in possession, vested, contingent, expectant, prospective, or otherwise) of any person or persons in any property, or the loss or recovery of contractual or testamentary capacity in any person or persons.
- (17) Insurances on lives, payable on death or on the attainment of a certain age, or on any other contingency connected with the duration of life.
- (18) To grant annuities, immediate or deferred, payable for any fixed or other period, or contingent as to their commencement or determination upon the happening of all or any of the events above mentioned.

- (19) Generally to transact the business of a life insurance company, including the sale and purchase or re-purchase of annuities and reversionary interests, and life or other interests of uncertain duration or commencement, and endowments for children, and all other business appertaining to or commonly transacted by life insurance companies.
- (20) To insure against every description of marine risks and aerial navigation risks which may legally be undertaken, relating to the perils of the sea and air, fire, war, non-war hostilities, reprisals, riots, rebellion, civil unrest and all other risks of a like nature incidental to navigation (marine or aerial), ships, aeroplanes, vessels, and craft of all descriptions, and also the freights, goods, merchandise, cargo, earnings, and property whatsoever, in or on board of the same, whether the property of members of the company, or otherwise, howsoever, so far as the same may be effected or made according to law.
- (21) To insure all other matters and things which lawfully may or can be from time to time be insured, or be the subject of insurance against perils of the sea, water or air, and also generally to carry on at all other branches and departments of the Company, the business of marine and aerial navigation insurance.
- (22) To insure or give any guarantee in relation to any stock, shares, debentures, debenture stock, bonds, obligations or securities issued by or having any guarantee of any company or institution or of any Government or Governmental authority, Central, State, Municipal, Local or otherwise, or of any person or persons whomsoever, whether corporate or unincorporate.
- (23) To insure or give any guarantees against calls and demands for contribution in respect of any liability incident to the ownership of any shares, stocks, debentures or other securities in any company or undertaking.
- (24) To insure or guarantee the holders of, or persons interested in, or proposing or intending to become holders of any shares, stock, debentures or securities issued at a premium, or standing at a premium, against loss arising from redemption at par, depreciation or otherwise.
- (25) To insure or guarantee the safety of securities and property of all kinds placed on deposit with the company or elsewhere, or entrusted to the company or other persons or companies for transmission, or otherwise howsoever.
- (26) To insure and guarantee the due payment and performance of bills of exchange, promissory notes, other negotiable instruments, securities, debts, contracts and obligations of all kinds, on the del credere system or otherwise.
- (27) To grant indemnities to companies or their shareholders, debenture holders or the holders of any security against rights and damages arising from the loss of certificates or other documents of title and indemnities in respect of the loss of title deeds generally.
- (28) To carry on business as insurance brokers and agents, and underwriting agents in all classes of insurance and as insurance advisers, pensions advisers, and consultant assessors, valuers, surveyors and average adjusters and mortgage brokers, and to undertake the provisions of hire purchase and credit sale finance and to act as factors.

- (29) To carry on business as consultants, advisers and managers in relation to insurance and pension schemes.
 - (30) To carry on the business of insurance brokers and insurance agents and underwriting agents in all its branches and in particular and without prejudice to the generality of the foregoing to carry on the business of brokers and agents for those classes of insurance business comprising life and pension schemes.
 - (31) To act as agents or managers for any insurance company club or association, or for any individual underwriter in connection with its or his insurance or underwriting business (wherever the same may be carried on) or any branch of the same; and to make arrangements for all classes of insurance (including group, life and pension fund schemes) and to enter into any agreements for any of the purposes aforesaid with any such company, club, association or underwriter.
 - (32) To re-insure and counter insure all or any risks, and to undertake all kinds of re-insurance and counter insurance connected with any of the business aforesaid.
- ^{5*}(45C) To carry on business of call centre and to provide assistance, help or information or contact customers including prospective customers for the purpose of sales, of all kinds of products including travel related services, financial services, banking products, service/ sale of insurance products through telephone and / or other electronic communication medium and use of information system for monitoring and recording information on behalf of clients in India and abroad.

(C) OTHER OBJECTS

- (46) To construct, carry out, maintain, improve, manage, work, control and superintend any roadways, tramways, railways, branches or sidings, bridges, reservoirs, canals, docks, wharves, water courses, aerodromes or airstrips, factories, warehouses and other works and conveniences and contribute to subsidise or otherwise assist or take part in such maintenance, management, working control and superintendence.
- (47) To appropriate, use or lay out any land for housing, streets, parks, pleasure grounds, allotments and other conveniences and to present any such land so laid out to the public or to any persons or company conditionally or unconditionally as the Company may think fit.
- (48) To lend money to customers and others and to give any guarantee or indemnity in connection with such persons and customers as may seem expedient.
- (49) To construct, manufacture, hire, purchase, fitout, repair, rebuild, alter and work, ships, vessels or crafts and / or aircrafts and vehicles of any class and description, and to establish, maintain and work lines or regular services of aircrafts, steamships or other vessels, and vehicles of any class and description and to enter into contracts for the carriage of mails, passengers and cargo of all kinds by any means and either by the Company's own ships, vessels, crafts, aircrafts, railways and vehicles,

^{5*} Inserted vide Special Resolution passed at the AGM dated 28th March, 2006.

or by the ships, vessels, crafts, aircrafts, vehicles and railways of others.

- (50) To acquire concessions or licences for the establishment and working of lines of aircrafts, ships, or vessels or crafts of any description, between any ports or places of the world, or the formation or working of any wharf, quay, jetty, pier, dock, airport or other works, with the benefit of any subsidy attached to any such concession or licence or otherwise.
- (51) To fit up and furnish any property for the purpose of letting the same to visitors or guests, whether in single rooms, suites, chalets, cottages or otherwise.
- (52) To act as agents and brokers for sellers, buyers, exporters, importers, manufacturers, merchants, tradesmen, insurers and otherwise generally to undertake and carry out agency work and commission business.
- (53) To construct a cinematograph theatre, and other buildings and works and conveniences, for the purpose thereof and to manage, maintain and carry on the said theatre and to let out other buildings when so erected or constructed.
- (54) To carry on the business of proprietors and managers of theatre cinemas, picture places and concert halls and to provide for the production, representation, and performance (whether by mechanical means or otherwise) of operas, stage plays, operettas, vaudevilles, revues, ballets, pantomimes, spectacular pieces, promenades, and other concerts and other musical and dramatic performances and entertainments.
- (55) To manufacture films and other appliances and machines in connection with mechanical reproduction or transmission of pictures, movement, music and sounds, and to organise and conduct theatrical productions and entertainment of all kinds.
- (56) To enter into agreements with authors or other persons, for the dramatic or other rights of operas, plays, films, operettas, burlesque, vaudevilles', revues, ballet pantomimes, spectacular pieces, musical compositions, and other dramatic and musical performances and entertainments, or for the representation thereof in India and elsewhere, as well as of foreign rights and to enter into engagements of all kinds with artists and other persons.
- (57) To carry on business of hotel, restaurant, cafe, tavern, beer house or restaurant room owners, boarding and lodging, house keepers, licenced victuallers, wine beer, and spirit merchants, maltsters, manufacturers of aerated minerals and artificial waters and other drinks, purveyors, caterers for public amusements, generally coach, cab, carriage and motorcar proprietors, livery, stable and garage keepers, jobmasters, importers and brokers, of food, live and dead stock, hairdressers, perfumers, chemists, proprietors of clubs, baths, dressing rooms, laundries, reading, writing and newspaper rooms, libraries, grounds and places of amusements and recreation, sport, entertainment and instruction of all kinds, tobacco and cigar merchants, agents for railways, road, air and shipping companies and carriers, theatrical and opera office proprietors, general agents, and to provide services and facilities for all kinds on a commercial basis, that may be required for the tourist and entertainment industry.
- (58) To establish, maintain and operate shipping and road transport service, security service and all ancillary services and for this purpose or as independent undertakings, to purchase, take in exchange, charter, hire, build, construct or otherwise acquire, and to own, manage and trade with steam, sailing, motor and other ships, trawlers, drifters, tugs and vessels, motor and other vehicles, with all necessary and convenient equipment, engines, tackle, gear, furniture and stores or

in shares or interests in ships, vessels, motor and other vehicles including ships, stocks or securities of companies possessed of or interested in any ships, or vehicles or to maintain repair, fit out or refit, improve, insure, alter, sell, exchange or let out on hire or hire purchase or charter or otherwise deal with or dispose of any of the ships, vessels and vehicles, shares, stocks and securities or any of the engines, tackle gear, furniture, equipment and stores of the company.

- (59) To carry on the business of advertising contractors and agents; to acquire and dispose of advertising time, space or opportunities in any media; to undertake advertising and promotional campaigns of every nature, to acquire, manufacture and provide promotional requisites of every kind and description including apparatus, appliances, plant and material.
- (60) To carry on business of general, commercial, colour, kraft and process printers, lithographers, photographers, engravers, diemakers, publishers of newspapers, books, magazines, art and musical production, plan and chart printers, press and advertising agents, contractors, ink, die, colour and chemical manufacturers, manufacturers of metal and other signs, manufacturers of and dealers in containers and components and machinery, manufacturers and dealers in printing machinery, type and all printer's supplies, book binders and stationers and dealers in all kinds of supplies and equipment for mercantile and other uses.
- (61) To carry on business as financiers, commercial agents, mortgage brokers, financial agents and advisers and as registrar and transfer agents.
- (62) To carry on business of and dealers in merchandise, goods, products and things of all types and description whatsoever, and as railway, shipping, chartering, forwarding and transport agents, stevedores, wharfingers, carmen, carting contractor and agents, cargo, superintendents, packers, hauliers, warehousemen, custom's clearing agents, and to provide any accommodation or assistance to exporters and travellers and act as agents and brokers for sellers, buyers, exporters, importers, manufacturers, merchants, tradesmen, insurers and others and generally to undertake and carry out agency work and commission business.
- (63) To carry on business as insurance brokers and agents in respect of all classes of insurance including marine, fire, life, accident, burglary, workmen compensation, indemnity and motor.
- (64) To establish, provide, maintain and conduct, or otherwise subsidise research laboratories and experimental workshops for scientific and technical research and experiments and to undertake and carry on with all scientific and technical researches, experiments, and tests of all kinds and to promote studies and research, both scientific and technical, investigations or inventions by providing, subsidising, endowing or assisting laboratories, workshops, libraries, lectures, meetings and conferences and by providing for the remuneration of scientific or technical professors or teachers and by providing for the award of scholarships, prizes and grants to students or otherwise and generally to encourage, promote and reward studies, researches, investigations, experiments, tests and inventions of any kind.
- (65) To offer and enter into contracts and agreements for services in connection with the undertaking of market surveys and for development of markets in any part of the world, for any type of raw materials, minerals, substances, commodities, goods and articles, things and services of all kinds.
- (66) To enter into any link or barter business involving the exchange or purchases and sales of all types of crops, commodities, manufactured and semi-manufactured goods, raw materials, plant, machinery, equipment, tools and other materials, minerals, substances, goods, articles and things. And it is hereby declared that –
 - i. the objects incidental or ancillary to the attainment of the main objects of the

Company as aforesaid shall also be incidental or ancillary to the attainment of the other objects of the Company herein mentioned;

- ii. the objects set forth in each of the several clauses of paragraph III hereof, shall have the widest possible construction and shall extend to any part of the world;
- iii. subject to the provisions of the Companies Act, 1956, the objects set forth in any clause of sub-paragraph (C) above, shall be independent and shall be in no way limited or restricted by reference to or inference from the terms of the clauses of subparagraph (A). None of the clauses in sub-paragraph (C) or the objects therein specified or the powers thereby conferred, shall be deemed subsidiary or auxiliary merely to objects mentioned in any of the clauses of sub-paragraph (A).

IV. The liability of the members is limited.

V. 6#The Authorized Share Capital of the Company is Rs. 6,97,93,00,000 /- (Rupees Six Hundred Ninety Seven Crore Ninety Three Lakh only) divided into 1,97,93,00,000 (One Hundred Ninety Seven Crore Ninety Three Lakh) equity shares of Re. 1/- (Rupee One only) each aggregating to Rs. 1,97,93,00,000/- (Rupees One Hundred Ninety Seven Crore Ninety Three Lakh Only) of equity share capital and 50,00,00,000 (Fifty Crore) preference shares of Rs. 10/- (Rupees Ten only) each aggregating to Rs. 500,00,00,000/- (Rupees Five Hundred Crore Only) of preference share capital.

6 The Capital Clause has been amended vide following resolutions:

- First amended vide AGM Special Resolution dated 20th September, 1990.
- Amended vide AGM Special Resolution dated 17th May, 1995.
- Amended vide Resolution of Shareholders and Creditors at their meeting held on 14th November 2006 and pursuant to the Order of the Bombay High Court dated 12th January 2007.
- Amended vide Special Resolution passed by way of Postal Ballot approved on 28th April 2007.
- Amended vide Ordinary Resolution passed by way of Postal Ballot approved on 11th January 2008.
- Amended vide Ordinary Resolution passed at EGM dated 7th March 2014
- Amended pursuant to Order of High Court, Bombay, dated 2nd July 2015
- Amended vide Special Resolution passed at EGM dated 27th November 2015
- Amended pursuant to the Composite Scheme of Arrangement and Amalgamation amongst TC Forex Services Limited, TC Travel Services Limited, Travel Corporation (India) Limited, SOTC Travel Management Private Limited, Thomas Cook (India) Limited, Quess Corp Limited and their respective shareholders passed by the Hon'ble NCLT Mumbai and Bengaluru bench vide its order dated 10th October, 2019 and 7th November, 2019 respectively.

Deleted & Substituted vide Special Resolution passed at EGM dated 26th March 2021

COMPANY LIMITED BY SHARES
ARTICLES
OF
ASSOCIATION
OF
THOMAS COOK (INDIA) LIMITED

The following regulations comprised in these Articles of Association were adopted pursuant to members' resolution passed at the Extra Ordinary General Meeting of the Company held on 16th September, 2014 in substitution for, and to the entire exclusion of, the earlier regulations comprised in the extant Articles of Association of the Company.

1. TABLE 'F' EXCLUDED

- a) The Regulations contained in Table marked 'F' in schedule I of the Companies Act, 2013 shall not apply to the company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act.
- b) The regulation for the management of the company and for the observance by the members thereto and their representatives, shall, subject to any exercise of the statutory powers of the company with reference to the deletion or alteration of or addition to its regulations by resolution as prescribed or permitted by the companies Act, 2013, be such as are contained in these Articles.

INTERPRETATION

Interpretation clause

2. In these Articles, unless the context otherwise requires, expressions defined in the Act or any statutory modification thereof in force at the date at which these Articles have become binding on the Company, shall have the meanings so defined and words importing the singular shall include the plural, and vice versa, and words importing the masculine gender shall include female, and words importing persons shall include bodies corporate and the following words and expressions shall have the following interpretation, unless such interpretation is excluded by the subject or the context:--

"The Act"

Means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the application section thereof which is retable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable.

“Annual General Meeting”

“Annual General Meeting” means a general meeting of the members held in accordance with the provisions of Section 96 of the Act.

“Articles” or “Articles of Association”

means the articles of association of a company as originally framed or as altered from time to time or applied in pursuance of any previous company law or of this Act;

“Beneficial Owner”

“Beneficial Owner” means a beneficial owner as defined in Section 2(1)(a) of the Depositories Act 1996.

“Board” or “Board of Directors”

“Board” or “Board of Directors” means a meeting of the Directors duly called and constituted, or as the case may be, the Directors assembled at the Board of Directors of the Company collectively.

“Business”

shall mean the business of travel and foreign exchange including their related activities and such other business, in each case as approved by the Board of Directors in accordance with the provisions of these Articles.

“Bye-Laws”

“Bye-laws” means by-laws made by a Depository under Section 26 of the Depositories Act, 1996.

“Capital”

“Capital” means the share capital for the time being raised or authorised to be raised, for the purpose of the Company.

“Chairman”

“Chairman” means the chairman of Board of Directors and/or of the Company.

“The Company” or “this Company”

“The Company” or “this Company” means Thomas Cook (India) Limited.

“Debenture”

“Debenture” includes debenture stock, bonds or any other instrument of a company evidencing a debt, whether constituting a charge on the assets of the company or not;

“Depository”

“Depository” means a depository as defined in clause (e) of sub-section (1) of section 2 of the Depositories Act, 1996.

“Depositories Act, 1996”

“Depositories Act, 1996” means the Depository Act, 1996 (2 of 1996) including any statutory modification or re-enactment thereof including all the rules, notifications, circulars issued thereof and for the time being in force.

“Directors”

“Directors” means the Directors for the time being of the Company or, as the case may be, the Directors assembled at a Board.

“Dividend”

“Dividend” includes Interim Dividend.

“Extraordinary General Meeting”

“Extraordinary General Meeting” means an Extraordinary General Meeting of the members duly called and constituted and any adjourned holding thereof.

“Fairbridge Capital”

means Fairbridge Capital (Mauritius) Limited, a company incorporated and existing according to the laws of Mauritius, having its principal place of business at IFS Court, Twenty Eight, Cybercity, Ebene, Mauritius and shall include its successors and assigns.

“Fairbridge Group”

means Fairbridge Capital, its subsidiaries, its holding companies (*including Fairfax Financial Holdings Limited*) and any subsidiaries of such holding companies, and any companies in which the holding companies of Fairbridge Capital (*including Fairfax Financial Holdings Limited*) hold 51% or more of the share capital, in each case from time to time.

“In Writing” and “Written”

“In Writing” and “Written” include printing, lithography and other modes of representing or reproducing words in a visible form.

“Member”

“member”, in relation to a company, means—

- (i) the subscriber to the memorandum of the company who shall be deemed to have agreed to become member of the company, and on its registration, shall be entered as member in its register of members;
- (ii) every other person who agrees in writing to become a member of the company and whose name is entered in the register of members of the company;
- (iii) every person holding shares of the company and whose name is entered as a beneficial owner in the records of a depository;

“Meeting” or “General Meeting”

“Meeting” or “General Meeting” means a meeting of Members.

“Office”

“Office” means the registered office for the time being of the Company.

“Ordinary Resolution” and “Special Resolution”

“Ordinary Resolution” and “Special Resolution” shall have the meanings assigned thereto by Section 114 of Act.

“Paid-up”

“paid-up share capital” or “share capital paid-up” means such aggregate amount of money credited as paid-up as is equivalent to the amount received as paid-up in respect of shares issued and also includes any amount credited as paid-up in respect of shares of the company, but does not include any other amount received in respect of such shares, by whatever name called.

“Persons”

“Persons” includes an individual, an association of persons or body of individual, whether incorporated or not and a firm.

“Postal Ballot”

“postal ballot” means voting by post or through any electronic mode

“Record”

“Record” means and includes the records maintained in the form of books or stored in a computer or in such other form as may be determined by regulations made by SEBI Board.

“Register of Members”

“Register of Members” means the Register of Members to be kept pursuant to the Act.

“The Registrar”

“Registrar” means a Registrar, an Additional Registrar, a Joint Registrar, a Deputy Registrar or an Assistant Registrar, having the duty of registering companies and discharging various functions under this Act;

“Seal”

“Seal” means the Common Seal for the time being of the Company.

“SEBI”

“SEBI” means the Securities & Exchange Board of India established pursuant to Section 3 of the Securities and Exchange Board of India Act, 1992.

“The Secretary”

“Secretary” includes a temporary or Assistant Secretary or any person or persons appointed by the Board to perform any of the duties of a Secretary and a Company Secretary within the meaning of Clause (c) of Sub-Section (1) of Section 2 of the Company Secretaries Act, 1980 (56 of 1980) and includes any other individual possessing the prescribed qualifications and appointed to perform the duties which may be performed by a Secretary under the act and any other ministerial or administrative duties.

“Security”

“Security” means any securities as defined in clause (h) of section 2 of the Securities Contracts (Regulations) Act, 1956..

“Share”

“Share” means share in the share capital of the Company and includes stock except where a distinction between stock and share is expressed or implied.

“Financial year”

“financial year”, in relation to any company or body corporate, means the period ending on the 31st day of March every year, and where it has been incorporated on or after the 1st day of January of a year, the period ending on the 31st day of March of the following year, in respect whereof financial statement of the company or body corporate is made up.

“Marginal Notes”

The marginal notes used in these Articles shall not affect the construction hereof.

SHARE CAPITAL AND VARIATION OF RIGHTS

3. Shares under control of Board

Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.

4. Directors may allot shares otherwise than for cash

Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be.

5. Kinds of Share Capital

The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws:

- a. Equity share capital:
 - i. with voting rights; and / or
 - ii. with differential rights as to dividend, voting or otherwise in accordance with the Rules; and
- b. Preference share capital

6. Issue of certificate

- 1) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after allotment or within one month from the date of receipt by the Company of the application for the registration of transfer or transmission or within such other period as the conditions of issue shall provide –
 - a. one certificate for all his shares without payment of any charges; or
 - b. several certificates, each for one or more of his shares, upon payment of such charges as may be fixed by the Board for each certificate after the first.

2) **Certificate to bear seal**

Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.

3) **One certificate for shares held jointly**

In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

7. **Option to receive share certificate or hold shares with depository**

A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialized state with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share to enable the depository to enter in its records the name of such person as the beneficial owner of that share.

8. **Issue of new certificate in place of one defaced, lost or destroyed**

If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Board deems adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of fees for each certificate as may be fixed by the Board.

9. **Provisions as to issue of certificates to apply mutatis mutandis to debentures, etc**

The provisions of the foregoing Articles relating to issue of certificates shall mutatis mutandis apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company.

10. Power to pay commission in connection with securities issued

- 1) The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its securities, provided that the rate per cent. or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the Rules.

Rate of commission in accordance with Rules

- 2) The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules.

Mode of payment of commission

- 3) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

11. Variation of members' rights

- 1) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing, of such number of the holders of the issued shares of that class, or with the sanction of a resolution passed at a separate meeting of the holders of the shares of that class, as prescribed by the Act.

Provisions as to general meetings to apply mutatis mutandis to each meeting

- 2) To every such separate meeting, the provisions of these Articles relating to general meetings shall mutatis mutandis apply.

12. Issue of further shares not to affect rights of existing member

The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

13. Power to issue redeemable preference shares

Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act.

14. Allotment of Sweat Equity Shares

Subject to the provisions of the Act and any rules or guidelines made there under and subject to these Articles, the Directors may allot and issue shares in the Capital of the Company as sweat equity towards payment or part payment for any property or assets of any kind whatsoever sold or to be sold or transferred or to be transferred or for goods or machinery supplied or to be supplied or for services rendered or to be rendered or for technical assistance or know-how made or to be made available to the Company either in about the formation or promotion of the company or conduct of its business and any shares which may be so allotted may be issued as fully paid up or partly paid otherwise than for cash and if so issued shall be deemed to be fully paid up or partly paid up shares as aforesaid. The Directors shall cause returned to be filled of any such allotment as may be required under the Provisions of the Act.

15. Power to issue Shares under ESOS/ ESOPS

The Company may, from time to time, issue shares under the Employee Stock Option Scheme and Employee Stock Purchase Scheme and subject to Provisions of the Act and rules, guidelines and regulations issued by SEBI and other applicable laws.

16. Further issue of share capital

- 1) The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to –
 - (a) persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or
 - (b) employees under any scheme of employees' stock option; or
 - (c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.

Unless the terms of the offer or issuance of shares otherwise provide, the offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person.**Mode of further issue of shares**

- 2) A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.

17. Declaration by persons not holding beneficial interests in shares

Notwithstanding anything herein contained, a person whose name is at any time entered in the Register of Members of the Company as the holder of a share in the Company, but who does not hold the beneficial interest in such share shall, within such time and in such form as prescribed under the Act, make a declaration to the Company specifying the name and other particulars of the person or persons who hold the beneficial interest in such share in such manner as may be required under the provisions of the Act;

- (a) A person who holds a beneficial interest in a share or a class of shares of the company, shall within the time prescribed under the Act after his becoming such beneficial owner, make a declaration to the Company specifying the nature of his interest, particulars of the person in whose name the shares stand in the Register of members of the company and such other particulars as may be required under the provisions of the Act.
- (b) Whenever there is a change in the beneficial interest in share referred to above, the beneficial owner shall within the time prescribed under the Act from the date of such change make a declaration to the Company in such form and containing such particulars as may be required under the provisions of the Act.
- (c) Where any declaration referred to above is made to the company, the company shall make a note of such declaration in the Register of Members and file within the time prescribed from the date of receipt of the declaration, a return in the prescribed form with the Registrar with regard to such declaration.

LIEN

18. Company's lien on shares

1) The Company shall have a first and paramount lien –

- (a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and
- (b) on all shares (not being fully paid shares) standing registered in the name of a member, for all monies presently payable by him or his estate to the Company:

Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

Lien to extend to dividends, etc.

2) The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares for any money owing to the Company.

Waiver of lien in case of registration

3) Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien.

19. As to enforcing lien by sale

The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:

Provided that no sale shall be made—

- (a) unless a sum in respect of which the lien exists is presently payable; or
- (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or to the person entitled thereto by reason of his death or insolvency or otherwise.

20. Procedure for enforcing lien by sale

- 1) To give effect to any such sale, the Board may authorize some person to transfer the shares sold to the purchaser thereof.

Purchaser to be registered holder

- 2) The purchaser shall be registered as the holder of the shares comprised in any such transfer.

Validity of Company's receipt

- 3) The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share.

Purchaser not affected

- 4) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings with reference to the sale.

21. Application of proceeds of sale

- 1) The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.

Payment of residual money

- 2) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

22. Outsider's lien not to affect Company's lien

In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.

23. Provisions as to lien to apply mutatis mutandis to debentures, etc.

The provisions of these Articles relating to lien shall mutatis mutandis apply to any other securities including debentures of the Company.

CALLS ON SHARES

24. Board may make calls

- 1) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times.

Notice of call

- 2) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.

Board may extend time for payment

- 3) The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances.

Revocation or postponement of call

- 4) A call may be revoked or postponed at the discretion of the Board.

25. Call to take effect from date of resolution

A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by installments.

26. Liability of joint holders of shares

The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

27. When interest on call or installment payable

If a sum called in respect of a share is not paid before or on the day appointed for payment thereof (the "due date"), the person from whom the sum is due shall pay

interest thereon from the due date to the time of actual payment at such rate as may be fixed by the Board.

1) **Board may waive interest**

The Board shall be at liberty to waive payment of any such interest wholly or in part.

28. Sums deemed to be calls

1) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

2) **Effect of non-payment of sums**

In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

29. Payment in anticipation of calls may carry interest

The Board –

- (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and
- (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate as may be fixed by the Board. Nothing contained in this clause shall confer on the member (a) any right to participate in profits or dividends or (b) any voting rights in respect of the moneys so paid by him until the same would, but for such payment, become presently payable by him.

30. Installments on shares to be duly paid

If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by installments, then every such installment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder.

31. Calls on shares of same class to be on uniform basis

All calls shall be made on a uniform basis on all shares falling under the same class.

Explanation: Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.

32. Partial payment not to preclude forfeiture

Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided.

33. Provisions as to calls to apply mutatis mutandis to debentures, etc.

The provisions of these Articles relating to calls shall mutatis mutandis apply to any other securities including debentures of the Company.

TRANSFER OF SHARES

34. Instrument of transfer to be executed by transferor and transferee

- 1) The instrument of transfer of any share in the Company shall be duly executed by or on behalf of both the transferor and transferee.
- 2) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

35. Board may refuse to register transfer

The Board may, subject to the right of appeal conferred by the Act decline to register -

- (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
- (b) any transfer of shares on which the Company has a lien.

36. Board may decline to recognize instrument of transfer

In case of shares held in physical form, the Board may decline to recognise any instrument of transfer unless -

- (a) the instrument of transfer is duly executed and is in the form as prescribed in the Rules made under the Act;
- (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and

(c) the instrument of transfer is in respect of only one class of shares.

37. Transfer of shares when suspended

On giving of previous notice of at least seven days or such lesser period in accordance with the Act and Rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty five days in the aggregate in any year.

38. Provisions as to transfer of shares to apply *mutatis mutandis* to debentures, etc.

The provisions of these Articles relating to transfer of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company.

TRANSMISSION OF SHARES

39. Title to shares on death of a member

- 1) On the death of a member, the survivor or survivors where he member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognized by the Company as having any title to his interest in the shares.
- 2) **Estate of deceased member liable**
Nothing in clause (1) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

40. **Transmission Clause**

- 1) Any person becoming entitled to a share in consequence on the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided elect, either –
 - (a) to be registered himself as holder of the share; or
 - (b) to make such transfer of the share as the deceased or insolvent member could have made

Board's right unaffected

- 2) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

Indemnity to the Company

- 3) The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.

41. **Right to election of holder of share**

- 1) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.

Manner of testifying election

- 2) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

Limitations applicable to notice

- 3) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

42. **Claimant to be entitled to same advantage**

A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with

43. Provisions as to transmission to apply mutatis mutandis to debentures, etc.

The provisions of these Articles relating to transmission by operation of law shall *mutatis mutandis* apply to any other securities including debentures of the Company.

NOMINATION OF SHARES

44. Nomination of Shares

Notwithstanding anything contained hereinabove, every shareholder of the Company may at any time, nominate, in the prescribed manner, a person to whom his shares in the Company shall vest in the event of his death.

45. Nomination in case of Joint Holders

Where the shares in the Company are held by more than one person jointly, the joint holders may together nominate, in the prescribed manner, a person to whom all the rights in the shares in the company, shall vest in the event of death of all the joint-holders.

46. Notwithstanding anything contained in any other law for the time being in force or in any deposition, whether testamentary or otherwise, in respect of such shares in the Company, where a nomination made in the prescribed manner purports to confer on any person the right to vest the shares in the Company, the nominee shall, on the death of the shareholder or as the case may be, on the death of the joint holders become entitled to all the rights in such shares, to the exclusion of all other persons, unless the nomination is varied or cancelled in the prescribed manner.

47. Where the nominee is a minor, it shall be lawful for the holder of the shares, to make the nomination to appoint in the prescribed manner, any person to become entitled to shares in the Company, in the event of his death, during the minority.

TRANSMISSION OF SHARES BY NOMINEE

48. A nominee upon production of such evidence as may be required by the Board and subject as hereinafter provided elect either:

- a) to be registered himself/herself as holder of the share or

b) to make such transfer of the share or debenture as the deceased shareholder or debenture holder as the case may be could have made.

49. If the nominee elects to be registered as holder of the share himself/herself, as the case may be he/she shall deliver or send to the Company a notice in writing signed by him/her stating that he/she so elects and such notice shall be accompanied with the death certificate of the deceased shareholder.

50. A nominee upon becoming entitled to a share by reason of the death of the holder shall be entitled to the same dividends and other advantages to which he/she would be entitled to, if he/she were the registered holder of the share except that he/she shall not before being registered a member in respect of his share or debenture, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.

Provided further that the Board may, at any time, give notice requiring any such person to elect either to be registered himself/herself or to transfer the share and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable or rights accruing in respect of the share, until the requirements of the notice have been complied with.

51. Persons entitled may receive dividend without being registered as member

A person entitled to a share by transmission shall subject to the right of the Directors to retain such dividends or monies as hereinafter provided, be entitled to receive and may give a discharge for any dividends or other moneys payable in respect of the share.

52. Board may require evidence of transmission

Every transmission of a share shall be verified in such manner as the Directors may require and the Company may refuse to register any such transmission until the same be so verified or until or unless an indemnity be given to the Company with regard to such registration which the Directors at their discretion shall consider sufficient provided nevertheless that there shall not be any obligation on the Company or the Directors to accept any indemnity.

53. No fee on transfer or transmission

The Company shall not charge any fee for registration of transfer or transmission in respect of share or debentures of the Company.

54. Company not liable for disregard of a notice prohibiting registration of transfer

The Company shall incur no liability or responsibility whatsoever in consequence of their registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the register of members) to the prejudice of persons having or claiming any equitable right title or interest (to or in such shares notwithstanding that the Company may have received a notice prohibiting registration of such transfer and may have entered such notice as referred thereto in any book of the Company, and save as provided by Section 89 of the Act, the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting so to do though it may have been entered or referred to in some book of the Company but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto, if the Directors so think fit.

55. Register of transfers

The Company shall keep a book called the "Register of Transfer" and therein shall be fairly and distinctly entered the particulars of every transfer and transmission of any share in the Company.

56. The Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any shares or other securities or whose name appears as the Beneficial owner of shares or other securities in the records of Depository, as the absolute owner thereof.

FORFEITURE OF SHARES

57. If call or installment not paid notice must be given

If a member fails to pay any call, or installment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or installment or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non-payment.

58. Form of notice

The notice aforesaid shall:

- a. name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
- b. state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

59. In default of payment of shares to be forfeited

If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

60. Receipt of part amount or grant of indulgence not to affect forfeiture

Neither the receipt by the Company for a portion of any money which may from time to time be due from any member in respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited shares and not actually paid before the forfeiture.

61. Entry of forfeiture in register of members

When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof, shall forthwith be made in the register of members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid.

62. Effect of forfeiture

The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share.

63. Forfeited shares may be sold, etc.

- 1) A forfeited share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit.

Cancellation of forfeiture

- 2) At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

64. Members still liable to pay money owing at the time of forfeiture

- 1) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay,

and shall pay, to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.

Member still liable to pay money owing at time of forfeiture and interest

- 2) All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realisation. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part.

Cesser of liability

- 3) The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.

65. Certificate of forfeiture

- 1) A duly verified declaration in writing that the declarant is a director, the manager or the secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;

Title of purchaser and transferee of forfeited shares

- 2) The Company may receive the consideration, if any, given for the share on any sale, Re-allotment or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;

Transferee to be registered as holder

- 3) The transferee shall thereupon be registered as the holder of the share; and

Transferee not affected

- 4) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

66. Validity of sales

Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the register of members in respect of the shares sold and after his name has been entered in the register of members in respect of such shares the validity of the sale shall not be impeached by any person.

67. Cancellation of share certificate

Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect,

and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.

68. Surrender of share certificates

The Board may, subject to the provisions of the Act, accept a surrender of any share from or by any member desirous of surrendering them on such terms as they think fit.

69. Sums deemed to be calls

The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

70. Provisions as to forfeiture of shares to apply *mutatis mutandis* to debentures, etc.

The provisions of these Articles relating to forfeiture of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company.

ALTERATION OF CAPITAL

71. Power to alter share capital

1. Subject to the provisions of the Act, the Company may, by ordinary resolution-
 - a. increase the share capital by such sum, to be divided into shares of such amount as it thinks expedient;
 - b. consolidate and divide all or any of its share capital into shares of larger amount than its existing shares; Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act;
 - c. convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
 - d. sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
 - e. cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

Where shares are converted into stock

2. The holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same Articles under which, the shares from which the stock

arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose;

Right of stock Holders

3. The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage;
4. Such of these Articles of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder"/"member" shall include "stock" and "stock-holder" respectively.

72. Reduction of capital

The Company may, by resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act and the Rules, —

- a. its share capital; and/or
- b. any capital redemption reserve account; and/or
- c. any securities premium account; and/or
- d. any other reserve in the nature of share capital

JOINT HOLDERS

73. Joint Holders

Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles:

Liability of joint holders

1. The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or installments and other payments which ought to be made in respect of such share.

Death of one or more joint holders

2. On the death of any one or more of such joint holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the

share but the Directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability on shares held by him jointly with any other person.

Receipt of one sufficient

3. Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share.

Delivery of certificate and giving of notice to first named holder

4. Only the person whose name stands first in the register of members as one of the joint holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint holders.

Vote of joint holders

5.
 - i. Any one of two or more joint holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof but the other or others of the joint holders shall be entitled to vote in preference to a joint holder present by attorney or by proxy although the name of such joint holder present by any attorney or proxy stands first or higher (as the case may be) in the register in respect of shares.

Executors or administrators as

- ii. joint holders several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this clause be deemed joint holders.

Provisions as to joint holders as to shares to apply *mutatis mutandis* to debentures, etc.

- iii. The provisions of these Articles relating to joint holders of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company registered in joint names. Executors or administrators as joint holders.

BUY-BACK OF SHARES

74. Notwithstanding anything contained in these Articles but subject to all applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.

GENERAL MEETINGS

75. Extraordinary general meeting

All general meetings other than annual general meeting shall be called extraordinary general meeting.

76. Powers of Board to call extraordinary general meeting

The Board may, whenever it thinks fit, call an extraordinary general meeting.

PROCEEDINGS AT GENERAL MEETINGS

77. Presence of Quorum

- 1) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

Business confined to election of Chairperson whilst chair vacant

- 2) No business shall be discussed or transacted at any general meeting except election of Chairperson whilst the chair is vacant.

Quorum for general meeting

- 3) The quorum for a general meeting shall be as provided in the Act.

Provided however that so long as any entity or entities within the Fairbridge Group shall own, directly or indirectly, 51% or more of the equity share capital of the Company, such quorum must include at least one representative of Fairbridge Capital or Fairbridge Group, as the case may be, duly authorized in accordance with the provisions of Section 113 of the Act.

- 4) If the quorum is not present within half-an-hour from the time appointed for holding a meeting of the company—
 - a. the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other date and such other time and place as the Board may determine; or
 - b. the meeting, if called by requisitionists under section 100, shall stand cancelled:

Provided that in case of an adjourned meeting or of a change of day, time or place of meeting under clause (a), the company shall give not less than three days notice to the members either individually or by publishing an advertisement in the newspapers (one in English and one in vernacular language) which is in circulation at the place where the registered office of the company is situated.

- 5) If at the adjourned meeting also, a quorum is not present within half-an-hour from the time appointed for holding meeting, the members present shall be the quorum.

78. Chairperson of the meetings

The Chairperson of the Company shall preside as Chairperson at every general meeting of the Company.

79. Directors to elect a Chairperson

If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be the chairman of the meeting.

80. Members to elect a Chairperson

If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall, by poll or electronically, choose one of their members to be Chairperson of the meeting.

81. Casting vote of Chairperson at general meeting

On any business at any general meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairperson shall have a second or casting vote.

82. Minutes of proceedings of meetings and resolutions passed by postal ballot

- 1) The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered.

Certain matters not to be included in Minutes

- 2) There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting -
 - a. is, or could reasonably be regarded, as defamatory of any person; or
 - b. is irrelevant or immaterial to the proceedings; or
 - c. is detrimental to the interests of the Company.

Discretion of Chairperson in relation to Minutes

- 3) The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause.

Minutes to be evidence

- 4) The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.

83. Inspection of minute books of general meeting

- 1) The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by postal ballot shall:
 - a. be kept at the registered office of the Company; and
 - b. be open to inspection of any member without charge, during 11.00 a.m. to 1.00 p.m. on all working days other than Saturdays, Sundays and Public Holidays.

Members may obtain copy of minutes

- 2) Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board, with a copy of any minutes referred to in clause (1) above, Provided that a member who has made a request for provision of a soft copy of the minutes of any previous general meeting held during the period immediately preceding three financial years, shall be entitled to be furnished with the same free of cost.

84. Powers to arrange security at meetings

The Board, and also any person(s) authorised by it, may take any action before the commencement of any general meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the meeting concerned shall be subject to such decision.

85. Notice

Subject to the provisions of the Companies Act, 2013 ,notices and other documents of General Meeting of the Company may be given to every member of the Company by e-mail, provided that every member should be given an advanced opportunity to register their e-mail address and changes therein from time to time with the Company or its Registrar and Share Transfer Agents. In case any member has not registered his e-mail address with the Company, the service of notice and documents shall be in accordance with the provisions of section 20 of the Companies Act, 2013

ADJOURNMENT OF MEETING

86. Chairperson may adjourn the meeting

- 1) The Chairperson may, *suo motu*, adjourn the meeting from time to time and from place to place.

Business at adjourned meeting

- 2) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

Notice of adjourned meeting

- 3) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

Notice of adjourned meeting not required

- 4) Save as aforesaid, and save as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

VOTING RIGHTS

87. Entitlement to vote on show of hands and on poll

Subject to any rights or restrictions for the time being attached to any class or classes of shares –

- a. on a show of hands, every member present in person shall have one vote; and
- b. on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.

88. Voting through electronic means

A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once.

89. Vote of joint-holders

- 1) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

Seniority of names

- 2) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

90. How members *non compos mentis* and minor may vote

A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy. If any member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians.

91. Votes in respect of shares of deceased or insolvent members, etc.

Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to any shares may vote at any general meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.

92. Business may proceed pending poll

Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

93. Restriction on voting rights

No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid or in regard to which the Company has exercised any right of lien.

94. Restriction on exercise of voting rights in other cases to be void

A member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in the preceding Article.

95. Equal rights of members

Any member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other members of the same class.

PROXY

96. Member may vote in person or otherwise

- 1) Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting.

Proxies when to be deposited

- 2) The instrument appointing a proxy and the power-of attorney or other authority, if any, under which it is signed or a notarized copy of that power or authority, shall be

deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.

97. Form of proxy

An instrument appointing a proxy shall be in the form as prescribed in the Rules.

98. Proxy to be valid notwithstanding death of the principal

A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

BOARD OF DIRECTORS

99. Number of Directors

- 1) The number of Directors shall not be less than three and not more than fifteen (15).
- 2) At least one of the director shall be the resident of India, i.e. atleast one director who has stayed for minimum 182 days in India in a previous calendar year.
- 3) The Company shall appoint such number of woman director as may be required under the provisions of the Act and rules thereunder.

100. Appointment and election of Directors

- 1) So long as any entity or entities within the Fairbridge Group shall own, directly or indirectly, 51% or more of the equity share capital of the Company, Fairbridge Capital shall have the right by a notice in writing addressed to the Company, to appoint (and to remove and replace) such number of person or persons as shall, together with the Managing Director or Managing Directors, not exceed one-third of the total number of Directors for the time being of the Company (including the Managing Director) as Directors of the Company and to remove such persons from office and, on a vacancy being caused in such office from any cause, whether by death, resignation, removal or otherwise, of any such persons so appointed, to appoint others in the vacant places. The Directors appointed under this Article are herein referred to as "non-retiring Directors" and the term "non-retiring Directors" means the Directors for the time being in office under this Article. Subject to the provision of the Act, the non-retiring Directors shall not be liable to retire. The non-retiring Directors shall not be bound to hold any qualification shares.

- 2) Any appointment, removal and resignation of non-retiring Directors under this Article, shall be by a notice in writing addressed to the Company under the hand of any director of Fairbridge Capital and shall take effect forthwith upon such notice being delivered to the Company.
- 3) All Directors shall be elected by shareholders of the Company in General Meeting and all Directors other than the non-retiring Directors and Independent Directors shall be liable to retirement by rotation as herein provided.
- 4) Notwithstanding the foregoing provisions of this Article, if Fairbridge Capital does not intend to exercise its rights of appointing one or more non-retiring Director(s) pursuant to the rights available herein, Fairbridge Capital shall intimate in writing that it does not so wish to nominate any non-retiring Director(s) and upon such intimation being received, the Directors, acting in accordance with the provisions of these Articles, shall be entitled to appoint any individual person as a non-retiring Director(s). Provided however that before proceeding with any such appointment, the Board shall intimate Fairbridge Capital of its choice of the proposed appointee and shall not proceed with such appointment if Fairbridge Capital is not in agreement with the proposed appointment(s).
- 5) Committees: The Board shall have the right to constitute committees of the Board ("Board Committees") and shall have the right to determine their functions, powers, authorities and responsibilities. Subject to applicable regulations, each Board Committee so constituted shall however, so long as any entity or entities within the Fairbridge Group shall own, directly or indirectly, at least 51% of the equity share capital of the Company, have at least 1 (one) non-retiring Director (who is a nominee of Fairbridge Capital). All meetings of the Board Committees shall require a quorum of at least one non-retiring Director. The quorum and notice provisions set out in Articles in relation to the meetings of the Board shall apply to the meetings of the Board Committees.

101. **Power to-appoint ex-officio directors**

- 1) If and to the extent that Fairbridge Capital shall not have exercised the rights conferred upon it under Article 100 hereof and subject to the provisions of Section 152 of the Act, whenever the Directors enter into a contract with any Government, Central, State or Local, or any person or persons for borrowing any money or for providing any guarantee or security or for technical collaboration or assistance or for underwriting or enter into any other arrangement whatsoever, the Directors shall have, subject to the provisions of Section 152 of the Act, the power to agree that such Government, person or persons shall have the right to appoint or nominate by a notice in writing addressed to the Company one or more Directors on the Board for such period and upon such conditions as may be mentioned in the Agreement and that such Director or Directors may not be liable to retire nor be required to hold any qualification shares. The Directors may also agree that any such Director or Directors may be removed from time to time by the Government, person or persons entitled to appoint or nominate them and such person or persons may appoint another or others in his or their place and also fill in any vacancy, which may occur as a result of any such Director or Directors ceasing to hold that office for any reason whatever. The Directors so appointed or nominated shall be entitled to exercise and enjoy all or any of the rights and privileges exercised and enjoyed by the Directors of the Company including the payment of remuneration and travelling expenses to such Director or Directors as may be agreed by the Company with such person or persons aforesaid.

- 2) If it is provided by the Trust Deed, securing or otherwise, in connection with any issue of debentures of the Company, that any person or persons shall have power to nominate a Director of the Company, then in the case of any and every such issue of debentures, the person or persons having such power may exercise such power from time to time and appoint a Director accordingly. Any Director so appointed is herein referred to as "Debenture Director". A Debenture Director may be removed from office at any time by the person or persons in whom for the time being is vested the power under which he is appointed and another Director may be appointed in his place. A Debenture Director shall not be bound to hold any qualification shares.

102. Appointment of Alternate Directors

- 1) The Board may appoint an alternate director to act for a director (hereinafter in this Article called "the Original Director") during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of the Act.

Duration of office of Alternate Director

- 2) An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India.

Re-appointment provisions applicable to Original Director

- 3) If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.

103. Appointment of Additional Directors

- 1) Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.

Duration of office of Additional Director

- 2) Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act.

104. Appointment of Independent Directors

The Company shall appoint such number of directors as Independent directors as may be required under the provisions of the Act and rules thereunder.

105. Directors' power to fill casual vacancies

Appointment of director to fill casual vacancy

- 1) If the office of any director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board.

Duration of office of Director appointed to fill casual vacancy

- 2) The director so appointed shall hold office only upto the date upto which the director in whose place he is appointed would have held office if it had not been vacated

106. Qualification Shares of Directors

A Director shall not be required to hold any share qualification.

107. Remuneration of Directors.

- (1) The remuneration of the directors as may be decided by the Board of Directors from time to time.

Remuneration to require member's consent

- (2) The remuneration payable to the directors, including any managing or whole-time director or manager, if any, shall be determined in accordance with or Special Resolution as may be require under the law and subject to the provisions of the Act by an ordinary resolution passed by the Company in general meeting.

108. Travelling expenses incurred by Director not a bonafide resident or by Director going out on Company's business

The Board may allow and pay to any Director, who is not a bonafide resident of the place where the meeting of the board are ordinarily held and who shall come to such place for the purpose of attending any meeting, such sum as the Board may consider fair compensation for travelling, boarding, lodging and other expenses, in addition to his fee for attending such meeting as above specified; and if any Director be called upon to go or reside out of the ordinary place of his residence on the Company's business, he shall be entitled to be repaid and reimbursed any travelling or other expenses incurred in connection with business of the Company.

109. Directors may act notwithstanding any vacancy

The continuing Directors may act notwithstanding any vacancy in their body but if, and so long as their number is reduced below the minimum number fixed by these Article hereof the continuing Directors not being less than two may act for the purpose of increasing the number of Directors to that number, or of summoning a General Meeting, but for no other purpose. Provided however that so long as any entity or entities within the Fairbridge Group shall own, directly or indirectly, 51% or more of the equity share capital of the Company, the continuing Directors shall in the first instance refer the matter to Fairbridge Capital to enable it to exercise its rights under these Articles to ensure that the Company is compliant with the requirement of the minimum number of Directors.

110. When office of Directors to become vacant

- (1) Subject to Sections 167 and 188 of the Act the Office of a Director shall become vacant if :
- a) he incurs any of the disqualifications specified in section 164;
 - b) he absents himself from all the meetings of the Board of Directors held during a period of twelve months with or without seeking leave of absence of the Board;
 - c) he acts in contravention of the provisions of section 184 relating to entering into contracts or arrangements in which he is directly or indirectly interested;
 - d) he fails to disclose his interest in any contract or arrangement in which he is directly or indirectly interested, in contravention of the provisions of section 184;
 - e) he becomes disqualified by an order of a court or the Tribunal;
 - f) he is convicted by a court of any offence, whether involving moral turpitude or otherwise and sentenced in respect thereof to imprisonment for not less than six months:

Provided that the office shall be vacated by the director even if he has filed an appeal against the order of such court;

- g) he is removed in pursuance of the provisions of this Act;
 - h) he, having been appointed a director by virtue of his holding any office or other employment in the holding, subsidiary or associate company, ceases to hold such office or other employment in that company.
- (2) Subject to the provisions of the Act, a Director may resign his office at any time by Notice in writing addressed to the Company or to the Board of Directors.

111. Director may contract with Company

Subject to the provisions of section 188 of the Act no director shall be disqualified by his office from contracting with the Company for any purpose and in any capacity whatsoever including either as Vendor, purchaser, agent, broker, underwriter of shares and debentures of the Company or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason only of such Director holding that office, or of the fiduciary relationship thereby established, but it is hereby declared that nature of his interest must be disclosed by him as provided hereunder.

112. Disclosure of interest

- 1) Subject to the provision of the Act, every Director who is in any way whether directly or indirectly concerned or interested in any contract or arrangement or proposed contract or arrangement entered into or to be entered into by or on behalf of the Company as prescribed under section 184 of the Act shall disclose

the nature of his concern or interest at a meeting of the Board of Directors or as provided in these Articles hereof.

- a) In the case of a proposed contract or arrangement, the disclosure required to be made by a Director in article above shall be made at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration or if the Director was not at the date of the meeting, concerned or interested in the proposed contract or arrangement at the first, meeting of the Board after the Director becomes so concerned or interested.
- b) In the case of any other contract arrangement, the required disclosure shall be made at the first meeting of the Board held after the Director becomes concerned or interested in the contract or arrangement.

113. General Notice of Interest

A General Notice given to the Board by the Director, to the effect that he is a Director or member of a specified body corporate or is a member of a specified firm and is to be regarded as concerned or interested in any contract or arrangement which may, after the date of the notice, be entered into with that body corporate or firm, shall be deemed to be a sufficient disclosure of concern or interest in relation to any contract or arrangement so made. Any such general notice shall expire at the end of the financial year in which it is given but may be renewed for a further period of one financial year at a time by a fresh notice given in the last month of the financial year in which it would have otherwise expired. No such general notice, and no renewal thereof shall be of effect unless, either it is given at a meeting of the Board or the Director concerned takes reasonable steps to secure that it is brought up and read at the first meeting of the Board after it is given.

114. Register of Contracts in which Directors are interested

- (1) The Company shall keep one or more Registers in accordance with the provisions of the Act in which shall be entered separately particulars of all contracts or arrangements in which the directors interested. The Registers shall include details of the contracts and name of parties and such other details as may be required under the prevailing provisions of the Act.
- (2) The Register aforesaid shall also specify, in relation to each Director of the Company, the names of the firms and bodies corporate of which notice has been given by him General Notice of interest.
- (3) The Registers as aforesaid shall be kept at the Registered office of the Company and they shall be open to inspection at such office and extracts may be taken from any of them and copies thereof may be required by any member of the Company to the same extent in the same manner and on payment of the same fees as in case of the Register of Members.

115. Directors may be Directors of companies promoted by the Company

A Director of the Company may be or may become a Director of any Company promoted by the Company, or in which it may be interested as Vendor, member or otherwise and subject to the provisions of the Act and these Articles.

116. Retirement and rotation of Directors

- (1) Subject to the provision of the Act, at every Annual General Meeting of the Company, one-third of such of the Directors for the time being as are liable to retire by rotation or if their number is not three or a multiple of three, the number nearest to one third shall retire from office.
- (2) Not less than two-third of the total number of Directors of the Company as are liable to be retire by rotation under the Act, shall be persons whose period of office is liable to determination by retirement of Directors by rotation and save as otherwise expressly provided in the Act and these Articles, be appointed by the Company in General Meeting.
- (3) The remaining Directors shall be appointed in accordance with the provisions of the Act, and these Articles.
- (4) The expression "Retiring Director" means a Director retiring by rotation.

117. Ascertainment of Directors retiring by rotation and filling of vacancies

Subject to the Provisions of the Act and these Articles, the Directors to retire by rotation under the foregoing Article at every Annual General Meeting shall be those who have been longest in office since their last appointment, but as between person who become Directors on the same day, those who are to retire shall in default of an agreement among themselves be determined by lot. Subject to the provisions of the Act, a retiring Director shall remain in office until the conclusion of the meeting at which his reappointment is decided or his successor is appointed.

118. Eligibility for re-election

A retiring Director shall be eligible for re-election.

119. Company to appoint successors

The Company at the Annual General Meeting at which a Director retires in the manner aforesaid may fill up the vacated office by electing the retiring Director or some other person thereto.

120. Provision in default of appointment

- (a) If the place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday, at the same time and place.
- (b) If at the adjourned meeting also the place of the retiring Director is not filled up and that meeting has not expressly resolved not to fill the vacancy the retiring

Director shall be deemed to have been re-appointed at the adjourned meeting, unless –

- (i) at the meeting or at the previous meeting resolution for the reappointment of such Director has been put to the meeting and lost ;
- (ii) the retiring Director has, by a notice in writing addressed to the Company or its Board, expressed his unwillingness to be so re-appointed;
- (iii) he is not qualified or is disqualified for appointment;
- (iv) a resolution, whether special or ordinary, is required for the appointment or re-appointment by virtue of any provisions of the Act; or
- (v) the provision of the Section 162 of the Act is applicable to the case.

121. Company may increase the number of Directors

Subject to the provisions of the Act and these Articles, the Company may from time to time increase within the maximum limit permissible the number of Directors provided that any increase in the number of Directors exceeding the limit in that behalf provided by the Act shall not have any effect unless necessary approvals have been taken as may be prescribed under the Act.

122. Notice of Candidate for office of Director except in certain cases.

- (1) Subject to the provisions of the Act and these Articles any person who is not a retiring Director shall be eligible for appointment to the office of the Director at any General Meeting if he or some member intending to propose him has, at least fourteen clear days before the meeting, left at the Registered Office of the Company a notice in writing under his hand signifying his candidature for the office of Director or the intention of such member to propose him as a candidate for that office as the case may be along with a deposit such sum as may, from time to time, be prescribed by the law as security deposit, which shall be refundable only if the candidate in respect of whom the deposit is made has duly been elected as Directors
- (2) Every person (other than a Director retiring by rotation or otherwise or a person who has left at the office of the Company a notice under Section 160 of the Act signifying candidature for the office of a Director) proposed as a candidate for the office of a Director shall sign and file with the company, his consent in writing to act as Director if appointed.
- (3) On receipt of the notice referred to in this Article the Company shall inform its members of the Candidature of that person for the office of a Director or of the intention of a member to propose such person as a candidate for that office by serving individual notice on members not less than seven days before the meeting provided that it shall not be necessary for the Company to serve individual notices upon the members if the Company advertises such candidature or intention not less than seven days before the meeting in at least two newspapers circulating in the city, town or village in which the Registered Office

of the Company is situate of which one is published in the English language and the other in the regional language.

123. Register of Directors etc. and notification of change to Registrar

The Company shall keep at its Registered Office a Register containing the particulars of its Directors and Key Managerial Personnel mentioned in Section 170 of the Act along with Companies (Appointment and Qualification of Directors) Rules, 2014 and shall otherwise comply with the and provisions of the said Section in all respects.

124. Register of Shares or Debentures held by Directors and Key Managerial Personnel

The Company shall in respect of each of its Directors also keep at its Registered office a Register, as required by Section 170 of the Act along with Companies (Appointment and Qualification of Directors) Rules, 2014, and shall otherwise duly comply with the provisions of the said Section in all respects.

125. Disclosure by Director and Key Managerial Personnel of appointment to any other body corporate

Subject to the provision of section 184 of the Act, a Director and the Key Managerial Personnel of the Company shall within fifteen days of his appointment to or relinquishment of his office as Director and the Key Managerial Personnel in any other body corporate disclose to the Company the particular relating to his office in the other body corporate.

126. Disclosure by a Director and Key Managerial Personnel of his holdings of shares and debentures of the Company etc.

A Director and Key Managerial Personnel shall give notice in writing to the Company of his holding of shares and debentures of the Company, or its holding or its subsidiary or its associates, together with such particulars as may be prescribed under the Act. If such notice be not given at a meeting of the Board, the Director Key Managerial Personnel shall take all reasonable steps to secure that it is brought up and read at the meeting of the Board next after it is given. The Company shall enter the aforesaid particulars in a Register kept for their purpose in conformity with provisions of the Act.

MANAGING DIRECTOR

127. Managing Directors

Subject to the provisions of the Act and of these Articles, so long as any entity or entities within the Fairbridge Group shall own, directly or indirectly, 51% or more of the

equity share capital of the Company, Fairbridge Capital shall have the right by a writing signed by a director of Fairbridge Capital, and addressed to the Board of Directors of the Company, to designate one or more of the members of the Board as the Managing Director or Managing Directors of the Company and the Board shall within one week of the date of receipt of such letter, appoint such designate or designates as the Managing Director or Managing Directors of the Company. Fairbridge Capital shall have the right by a similar letter to require the Board to remove any Managing Director or Managing Directors of the Company and the Board shall within one week of the date of receipt of such letter take steps to remove such Managing Director or Managing Directors. On a vacancy being caused in the office of the Managing Director from any cause, whether by resignation, removal or otherwise, Fairbridge Capital shall have the right to designate another or other members for such appointment and the Board shall proceed to appoint such designate or designates in the same manner or prescribed above. The terms of appointment of the Managing Director or Managing Directors shall be such as are specified (with the power to vary such terms) by Fairbridge Capital from time to time and these shall be the terms on which the Managing Director or Managing Directors shall be appointed by the Board. The Managing Director or Managing Directors, as the case may be, so appointed, shall, subject to the provisions of these Articles, have such powers exercisable upon such conditions and subject to such restrictions as the Board may from time to time determine.

128. Certain persons not to be appointed Managing Directors

The Company shall not appoint or employ, or continue the appointment or employment of, a person as its Managing or whole time Director who –

- i. is below the age of twenty-one years or has attained the age of seventy years;
Provided that appointment of a person who has attained the age of seventy years may be made by passing a special resolution in which case the explanatory statement annexed to the notice for such motion shall indicate the justification for appointing such person;
- ii. is an undischarged insolvent, or has at any time been adjudged an insolvent;
- iii. has at any time suspended payment to his creditors or makes, or has at any time made, a composition with them; or
- iv. has at any time been convicted by a Court of an and sentenced for a period of more than six months.

129. Special position of Managing Director

A Managing Director shall ipso facto and immediately cease to be a Managing Director if he ceases to hold the office of a Director.

PROCEEDINGS OF THE BOARD OF DIRECTORS

130. Meetings of Directors

The Directors may meet together as a Board from time to time and shall hold a minimum number of four meetings of its Board of Directors every year in such a manner that not more than one hundred and twenty days shall intervene between two consecutive meetings of the Board.

131. Notice, Agenda and Minutes of Meetings

A Director or the Managing Director may at any time and the Secretary upon the request of a Director shall convene a meeting of the Directors. Notice of not less than seven days shall be issued in respect of every meeting of the Board in writing to every Director for the time being in India and at his usual address to the Company and to every other Director as may be required under relevant provisions of the Act. Provided that a meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that at least one independent director, if any, shall be present at the meeting

Save as may otherwise be agreed by a non-retiring Director appointed by Fairbridge Capital, the Company shall procure that the company secretary of the Company shall circulate to each of the non-retiring Directors appointed by Fairbridge Capital, a draft agenda setting out brief details of the business which is proposed to be transacted for a forthcoming board meeting not less than 7 ("Seven") Business Days prior to the proposed date of such board meeting.

Subject to the immediately preceding Article herein, the final form of the agenda of any board meeting will thereafter be agreed between a non-retiring Director appointed by Fairbridge Capital, the Chairman and the Managing Director as soon as practicable after the circulation of the draft agenda. Once agreed, it shall be promptly circulated and dispatched not less than 7 ("seven") Business Days prior to the date of the proposed meeting.

Agenda items submitted within 7 ("seven") Business Days of a board meeting shall only be included in a board agenda with the consent (intimated in writing) of a non-retiring Director appointed by Fairbridge Capital (not to be unreasonably withheld in the case of genuinely urgent business).

The Company shall procure that board papers relating to the board agenda agreed pursuant to the foregoing provisions of this Article shall be circulated to the members of the Board not less than 7 ("seven") Business Days prior to the date of the meeting.

132. Quorum

The quorum for a Board meeting shall be as provided in the Act. Provided that no quorum shall be formed or constituted at a Meeting of the Board of Directors unless

one Director nominated or appointed by or representing Fairbridge Capital or an Alternate of such Director, is present.

133. Participation at Board Meetings.

The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.

134. Adjournment of meeting for want of Quorum

If a meeting of the Board of Directors cannot be held for want of quorum, then the meeting shall stand adjourned until such date and at such time and place as the Chairman may appoint and in default of such appointment to the same day in the next week at the same time and place or if that day is a public holiday till the next succeeding day which is not a public holiday, at the same time and place or to such day, time and place as the Directors present may determine.

135. When meeting to be convened

The Secretary shall, as and when directed by the Directors to do so, convene a meeting of the Board by giving a notice in writing to every other Director provided however that no meeting shall be convened unless advance intimation of at least seven days is provided for any such meeting unless such requirement is waived in writing by any non-retiring Director appointed pursuant to Article 100 hereof. The grant of waiver by any non-retiring Director as mentioned herein for any one meeting or a matter thereof shall not be deemed as consent for waiver for any subsequent meeting or for any other matter thereof.

Provided that a meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that at least one independent director, if any, shall be present at the meeting.

Provided further that in case of absence of independent directors from such a meeting of the Board, decisions taken at such a meeting shall be circulated to all the directors and shall be final only on ratification thereof by at least one independent director, if any.

136. Chairman

Fairbridge Capital shall by a writing addressed by any of its Directors to the Company, have the right to appoint one of the Directors of the Company to be the Chairman of the Board of Directors and the Director so appointed, shall be the Chairman of the Board of Directors. On each vacancy occurring in such office from any cause whether by death, removal, retirement or otherwise, Fairbridge Capital shall have the right by a similar writing to appoint another Director in the vacancy and the Director so appointed shall then be the Chairman. Provided however that if Fairbridge Capital has not exercised its rights under this Article to appoint the Chairman of the Board or if the Chairman so appointed by Fairbridge Capital is not present at the time scheduled for any meeting of the Board or of the Members, in such event and subject to the other provisions of these

Articles, the Board of Directors or the other Directors present at any such meeting, as the case may be, shall be entitled to appoint one amongst the Directors to be the Chairman of any such meeting. Provided further that the non-exercise of the rights vested under this Article by Fairbridge Capital shall not prevent Fairbridge Capital from exercising its rights under this Article (intimated in the manner as mentioned herein) at any time and upon exercise of its right under this Article, the Board shall immediately take note and give effect to the exercise of such right by Fairbridge Capital.

137. Who to preside over the meetings of the Board

The Chairperson of the Company shall be the Chairperson at meetings of the Board. In his absence, the Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.

138. Directors to elect a Chairperson

If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.

139. Questions at Board Meeting how decided

Questions arising at Meetings of the Board of Directors or a Committee thereof shall be decided by a majority of votes and in the case of an equality of votes, the Chairman shall have a second or casting vote: Provided, however, that no resolution shall be deemed to be passed by the Board or a Committee unless a Director appointed by Fairbridge Capital or his Alternate Director shall have voted in favour of such resolution unless Fairbridge Capital or the Director (including the concerned Alternate Director) appointed by Fairbridge Capital has conveyed in writing, waiver of the requirement set out under this Article, either in respect of any meeting or in respect of any particular matter on agenda at such meeting. In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

140. Directors not to act when number fallen below minimum

The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose.

141. Delegation of power

- 1) The Board may, subject to the provisions of the Act, delegate of powers delegate any of its powers to Committees consisting of such member or members of its body as it thinks fit.

Committee to conform to Board regulations

- 2) Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

Participation at Committee

- 3) The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.

142. **Chairperson of Committee**

- 1) A Committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee.
- 2) **Who to Preside at meetings of Committee**
If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.

143. **Committee Meetings**

- 1) A Committee may meet and adjourn as it thinks fit.
- 2) **Question at Committee meeting how decided**
Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present.
- 3) **Casting vote of Chairperson at Committee meeting**
In case of an equality of votes, the Chairperson of the Committee shall have a second or casting vote.
- 4) **Acts of Board or Committee valid notwithstanding defect of appointment**
Subject to the provision of these article, all acts done in any meeting of the Board or of a Committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified or that his or their appointment had terminated, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

144. **Resolution by circulation**

Save as otherwise expressly provided in the Act and subject to these Articles, a resolution in writing, signed, whether manually or by secure electronic mode, by a majority of the members of the Board or of a Committee thereof, for the time being entitled to receive notice of a meeting of the Board or Committee, shall be valid and effective as if it had been passed at a meeting of the Board or Committee, duly convened and held.

145. Telephonic / Video enabled Meeting and participation thereat

Subject to the provisions of the Act and other applicable laws, Directors may participate in Board or Committee meetings by telephone or video conferencing or any other means of contemporaneous communication, provided that each Director must acknowledge his presence for the purpose of the meeting and any Director not doing so shall not be entitled to speak or vote at the meeting. A Director may not leave the meeting by disconnecting his telephone or other means of communication unless he has previously obtained the express consent of the Chairman of the meeting and a Director shall conclusively be presumed to have been present and formed part of the quorum, voting, recording of minutes and all other relevant provisions in this regard, as may be permitted from time to time, at all times during the meeting unless he has previously obtained the express consent of the Chairman of the meeting to leave the meeting as aforesaid.

146. Minutes of proceedings of meetings of the Board

- 1) The Company shall cause minutes of the meeting of the Board of Directors and of Committees of the Board to be duly entered in a book or books provided for the purpose in accordance with the relevant provisions of section 118 of the Act. The minutes shall contain a fair and correct summary of the proceedings of the meeting including the following:
 - i. The names of the Directors present at the meeting of the Board of Directors or any Committee thereof;
 - ii. All orders made by the Board of Directors;
 - iii. All resolutions and proceedings of meetings of the Board of Directors and Committees thereof;
 - iv. In the case of each resolution passed at a meeting of the Board of Directors or Committee thereof the names of Directors if any, dissenting from or not concurring in the resolution.
- 2) All such minutes shall be signed by the Chairman of the Concerned meeting or by the person who shall preside as Chairman at the next succeeding meeting and all the minutes purported to be so signed shall for all actual purposes whatsoever be prima facie evidence of the actual passing of the resolution recorded and the actual and regular transaction or occurrence of the proceedings so recorded and of the regularity of the meetings at which the same shall appear to have taken place.

147. General Powers of Directors

The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the memorandum of association and these Articles or otherwise authorized to exercise and do, and, not hereby or by the statute or otherwise directed or required to

be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the memorandum of association and these Articles and to any regulations, not being inconsistent with the memorandum of association and these Articles or the Act from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made

148. Consent of company necessary for the exercise of certain powers

1) Subject to the provisions of section 180 the Act, the Board of Directors shall not exercise the following powers except with the consent of the Company accorded by a special resolution, namely:—

(a) to sell, lease or otherwise dispose of the whole or substantially the whole of the undertaking of the company or where the company owns more than one undertaking, of the whole or substantially the whole of any of such undertakings.

Explanation.—For the purposes of this clause,—

i. “undertaking” shall mean an undertaking in which the investment of the company exceeds twenty per cent. of its net worth as per the audited balance sheet of the preceding financial year or an undertaking which generates twenty per cent. of the total income of the company during the previous financial year;

ii. the expression “substantially the whole of the undertaking” in any financial year shall mean twenty per cent. or more of the value of the undertaking as per the audited balance sheet of the preceding financial year;

(b) to invest otherwise in trust securities the amount of compensation received by it as a result of any merger or amalgamation;

(c) to borrow money, where the money to be borrowed, together with the money already borrowed by the company will exceed aggregate of its paid-up share capital and free reserves, apart from temporary loans obtained from the company’s bankers in the ordinary course of business;

Provided that the acceptance by a banking company, in the ordinary course of its business, of deposits of money from the public, repayable on demand or otherwise, and withdrawable by cheque, draft, order or otherwise, shall not be deemed to be a borrowing of monies by the banking company within the meaning of this clause.

Explanation.—For the purposes of this clause, the expression “temporary loans” means loans repayable on demand or within six months from the date of the loan such as short-term, cash credit arrangements, the discounting of bills and the issue of other short-term loans of a seasonal character, but does not include loans raised for the purpose of financial expenditure of a capital nature;

(d) to remit, or give time for the repayment of, any debt due from a director

2) Every special resolution passed by the company in general meeting in relation to the exercise of the powers referred to in clause (c) of sub-section (1) shall specify the total amount up to which monies may be borrowed by the Board of Directors.

149. **Chief Executive Officer, Manager, Company Secretary and Chief Financial Officer**

1) **Chief Executive Officer, etc.**

Subject to the provisions of the Act:

- a) A chief executive officer, manager, company secretary and chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary and chief financial officer so appointed may be removed by means of a resolution of the Board; the Board may appoint one or more chief executive officers for its multiple businesses.
- b) The Chairman can be appointed as Managing Director or Chief Executive officer simultaneously.
- c) A Whole time Key Managerial Personnel of a Company shall not hold the office in more than one company except in its subsidiary company at the same time.

2) **Director may be chief executive officer, etc.**

A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

REGISTERS

150. **Statutory registers**

The Company shall keep and maintain at its registered office all statutory registers namely, register of charges, register of members, register of debenture holders, register of any other security holders, the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection during 11.00 a.m. to 1.00 p.m. on all working days, other than Saturdays, Sundays and Public Holidays at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules.

151. **Foreign register**

- a) The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit respecting the keeping of any such register.

- b) The foreign register shall be open for inspection and may be closed, and extracts may be taken therefrom and copies thereof may be required, in the same manner, mutatis mutandis, as is applicable to the register of members.

THE SEAL

152. The Seal its custody and use

- 1) The Board shall provide for the safe custody of the seal

2) **Affixation of seal**

The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or a Committee of the Board authorized by it in that behalf, and except in the presence of at least one Director and the Secretary or such other person as the Board may appoint for the purpose and such director or Affixation of seal manager or the secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

DIVIDENDS

153. Company in general meeting may declare dividends

The Board may, subject to the Act, recommend the amount of dividends to be paid by the Company. The Company in a General Meeting may declare dividends but no dividends shall exceed the amount recommended by the Board but the Company in general meeting may declare a lesser dividend.

154. Interim Dividend

Subject to the provisions of section 123 of the Act and subject to the confirmation/ratification by the members at the Annual General Meeting, the Board may from time to time pay to the Members such interim dividends as appear to it to be justified by the profits of the Company.

155. Dividends only to be paid out of profits

- (1) The Board may, before recommending any dividends, set aside out of the profits of the Company such sums as it thinks proper or that may be required under the Act as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, in its discretion, either be employed in the business of the Company or be invested in such investments (other than Shares of the Company) as the Board may, from time to time, think fit.

Carry forward of profits

- (2) Subject to the Act, the Board may also carry forward any profits which it may think prudent not to distribute as dividends, without setting them aside as a reserve.

156. Division of profits

- (1) Subject to the rights of persons, if any, entitled to Shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the Shares in respect whereof the dividends are paid.

Payments in advance

- (2) No amount paid or credited as paid on a Share in advance of calls shall be treated for the purposes of this regulation as paid on the Share.

Dividends to be apportioned

- (3) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the Shares during any portion or portions of the period in respect of which the dividends are paid; but if any Share is issued on terms providing that it shall rank for purposes of payment of dividends as from a particular date such Share shall rank for dividends accordingly.

157. No member to receive dividend whilst indebted to the Company and Company's right to reimbursement therefrom

- (1) The Board may deduct from any dividends payable to any Member all sums of money, if any, presently payable by such Member to the Company on account of calls or otherwise in relation to the Shares of the Company.

Retention of dividends

- (2) The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares.

158. Dividend how remitted

- (1) Any dividends, interest or other monies payable in cash in respect of Shares may be paid electronically or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of one of the joint holders who is first named on the Register of Members, or to such person and to such address as the holder or joint holders may in writing direct.

Instrument of payment

- (2) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

Discharge to Company

- (3) Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made.

159. Receipt of one holder sufficient

Any one of two or more joint holders of a Share may give receipts for any dividends, bonuses or other monies payable in respect of such Share.

160. No interest on dividends

No dividend shall bear interest against the Company.

161. Waiver of dividends

The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.

162. Capitalisation of profits

i) Capitalisation

The company by ordinary resolution in general meeting may, upon the recommendation of the Board, resolve:

- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
- (b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

ii) Sum how applied

The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards:

- (a) paying up any amounts for the time being unpaid on any shares held by such members respectively;
- (b) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
- (c) partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b);

- (d) a securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;
- (e) the Board shall give effect to the resolution passed by the company in pursuance of this regulation.

163. Powers of the Board for Capitalisation

- i) Whenever such a resolution as aforesaid shall have been passed, the Board shall:
 - (a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and
 - (b) generally do all acts and things required to give effect thereto.

ii) **Board's power to issue fractional certificate/coupon etc.**

The Board shall have power:

- (a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and
- (b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalized, of the amount or any part of the amounts remaining unpaid on their existing shares;

iii) **Agreement binding on members**

Any agreement made under such authority shall be effective and binding on such members.

ACCOUNTS

164. Inspection of Books of Accounts

1) Inspection by Directors

The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules.

2) Restriction on inspection by members

No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorised by the Board.

AUDIT

165. Accounts to be Audited

The Balance Sheet and Profit and Loss Account shall be audited by the Auditors in accordance with the provisions of the Act.

DOCUMENTS AND NOTICE

166. By Advertisement

A document or notice advertised in a newspaper circulating in the neighborhood of the Office shall be deemed to be duly served or sent on the day on which the advertisement appears on or to every member who has no registered address in India and has not supplied to the Company an address within India for the serving of documents on or the sending of notices to him.

167. On joint holders

A document or notice may be served or given by the Company on or to the joint holders of a share by serving or giving the document or notice on or to the joint-holder named first in the Register or Members in respect of the share.

168. On personal representatives etc.

A document or notice may be served or given by the Company on or to the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in prepaid letter addressed to them by name or by the title of representatives of the deceased, or assignee of the insolvent or by any like description, at the address (if any) in India supplied for the purpose by the persons claiming to be entitled, or (until such an address has been so supplied) by serving the document or notice in any manner in which the same might have been given if the death or insolvency had not occurred.

169. To whom documents or notices must be served or given

Documents or notices of every General Meeting shall be served or given in some manner herein before authorised on or to (a) every member, (b) every person entitled to a share in consequence of the death or insolvency of a member, and (c) the Auditor or Auditors for the time being of the Company.

170. Members bound by documents or notices served on or given to previous holders

Every person who, by operation of law, transfer or other means whatsoever, shall become entitled to any share, shall be bound by every document or notice in respect of such share, which previously to his name and address being entered on the Register of Members, shall have been duly served on or given to the person from whom he derives his title to such shares.

171. Document or notice by Company and Signature thereto

Any document or notice to be served or given by the Company may be signed by a director or some person duly authorised by the Board of Directors for such purposes and the signature thereto may be written, printed or lithographed.

172. Service of document or notice by member

All documents or notices to be served or given by members on or to the Company or any Officer thereof shall be served or given by sending it to the Company or Officer at the Office by post under a certificate of posting or by registered post, or by leaving it at the office.

WINDING-UP

173. Winding up of the Company

Subject to the provisions of Act and rules made thereunder:

- (1) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide among the Members, in specie or kind, the whole or any part of the assets of the Company, whether such assets consist of property of the same kind or not.
- (2) For the above mentioned purpose, the liquidator may set such value as the liquidator deems fair upon any property to be divided and may determine how such division shall be carried out as between the Members or different classes of Members.

- (3) The liquidator may, with such sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributors as the liquidator shall think fit, but so that no member shall be compelled to accept any shares or such other securities whereon there is any liability.

INDEMNITY AND RESPONSIBILITY

174. Directors' and officers' right to indemnity

- (1) Subject to the provisions of the Act, every director, managing director, whole-time director, manager, company secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such director, manager, company secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such director, manager, company secretary or officer or in any way in the discharge of his duties in such capacity including expenses.
- (2) Subject as aforesaid, every director, managing director, manager, company secretary or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.
- (3) **Insurance**
The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.

GENERAL POWER

175. General Power

Whenever in the Act, it has been provided that the Company shall have any right privileges or authority or that the Company could carry out any transaction only if the Company is authorized by its articles, then and in that case this regulation thereto authorizes and empowers the Company to have such rights, privilege or authority and to carry such transactions as have been permitted by the Act, without there being any specific regulation in that behalf herein provided.

SECRECY CLAUSE

176. Secrecy Clause

- (1) Every director, manager, auditor, trustee, member of a committee, officer, key managerial personnel, servant, agent, accountant or other person employed in the business of the Company, shall if so required by the Directors, before entering upon his duties, sign a declaration pledging himself to observe strict secrecy respecting all transaction and affairs of the Company with the customers and the state of the accounts with individuals and in realization thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained.
- (2) No member shall be entitled to visit or inspect the Company's works without the permission of the Directors or the Managing Director or to require discovery of any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process, which may relate to the conduct of the business of the Company and which in the opinion of the Director or the Managing Director it will be inexpedient in the interest of the members of the Company to communicate to the public.

CORPORATE SOCIAL RESPONSIBILITY

177. Corporate Social Responsibility

- 1) The Company under the requisite provisions of the Act undertake such Social Activities as may be required and for that purpose shall constitute a Corporate Social Responsibility Committee of the Board consisting of three or more directors:
- 2) The Corporate Social Responsibility Committee shall:
 - a. formulate and recommend to the Board, a Corporate Social Responsibility Policy which shall indicate the activities to be undertaken by the company as may be specified in the Act;
 - b. recommend the amount of expenditure to be incurred on the activities referred to in clause (a); and
 - c. monitor the Corporate Social Responsibility Policy of the company from time to time

- 3) The Board of Directors of shall:
 - a. after taking into account the recommendations made by the Corporate Social Responsibility Committee, approve the Corporate Social Responsibility Policy for the company and disclose contents of such Policy in its report and also place it on the company's website, if any, in such manner as may be prescribed under the Act; and
 - b. ensure that the activities as are included in Corporate Social Responsibility Policy of the company are undertaken by the company.
- 4) The Board shall ensure that the company spends, in every financial year, at least two percent of the average net profits of the company made during the three immediately preceding financial years, in pursuance of its Corporate Social Responsibility Policy.
- 5) The company shall give preference to the local area and areas around it where it operates, for spending the amount earmarked for Corporate Social Responsibility activities.

Name, Address, Description
and occupation of the Subscribers.

Chaitan Maniar
S/o. Manbhoy Maniar
Garden Cottage,
Chowpatty Bandstand,
Bombay : 400 007.
Solicitor & Advocate

Dilip Udeshi
S/o. Dwarkadas Udeshi
Shanti Apartments,
98, Walkeshwar Road,
Bombay 400 006.
Solicitor & Advocate

Name, Address, Description
and occupation of the Witness

Behroz D. Raja
W/o. Dossabhoy
Minocher Raja
Minoor Manor,
7, Cuffe Parade,
Bombay 400 005.
Solicitor & Advocate

Dated this 29th day of September, 1978.



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY PETITION NO. 724 OF 2006

WITH

COMPANY APPLICATION NO. 1025 OF 2006

In the matter of the Companies Act, 1936;

and

In the matter of Sections 391 to 394 of the Companies Act, 1936;

and

In the matter of LKP Forex Limited;

and

In the matter of Scheme of Amalgamation of LKP Forex Limited (Transferor Company) with Thomas Cook (India) Ltd., (Transferee Company) and their respective members and creditors.

LKP Forex Limited .. Petitioner

Mr. Harinder Toor i/b. Crawford Bayley & Co. for petitioner

Mr. K.V. Gautam, Dy. D.L. present

Mr. Parag Vyas i/b. Pankaj Kapoor for R.D.



① Certificate u/s 32(1) (b) of the Bombay Stamp Act, 1958.

M.V. - 13 2, 14, 74, 50, 940

Office of the Collector of stamps
Case No. Adl. / 256 / 07 / 18
Date: 25/11/18

Received from Shri. Thomas Cook (India) Ltd. residing at... stamp duty of Rs. 1,50,000/- (One Lakh Fifty Thousand only) vide challan No. 1... Dated: 25/11/18 Certified under Section 32 (1) (b) of the Bombay Stamp Act, 1958 that the full duty of Rs. 1,50,000/- (One Lakh Fifty Thousand only) with which this instrument is chargeable has been paid vide article No. 256(1) of schedule. This certificate is subject to the provision of section 53 (A) of Bombay Stamp Act, 1958.

Thousand one hundred Sixty only

One Lakh Thirty Two

Thousand one hundred Sixty only

Place: C.S.R.
Date: 25/11/18

Collector of stamps

HIGH COURT, BOMBAY

0513203

2

WITH

COMPANY PETITION NO.725 OF 2006

WITH

COMPANY APPLICATION NO.1026 OF 2006

In the Matter of Companies Act,
1956;

and

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

and

In the matter of Thomas Cook
(India) Limited, a company
incorporated under the provisions
of the Companies Act, 1956;

and

In the matter of the Scheme of
Amalgamation of LKP Forex
Limited, a company incorporated
under the Companies Act, 1956
(Transferor Company) with Thomas
Cook (India) Limited, a company
incorporated under the provisions
of the Companies Act, 1956
(Transferee Company)

Thomas Cook (India) Ltd., .. Petitioner

Mr.Gaurav Joshi with Ms.Dipti Sandhi i/b. AZB &
Partners.
Mr.Pankaj Vyas i/b. Pankaj Kapoor for R.D.



HIGH COURT, BOMBAY


0513204

3

CORAM : S.C.DHARMADHIKARI, J.

DATE : 12th January 2007.

P.C.



These petitions are under section 391 to 394 of Companies Act, 1956. These Company Petitions seek sanction of Scheme of Amalgamation between the petitioners in C.P.724 of 2006 and 725 of 2006. Mr.Saurav Joshi appearing for petitioner points out that if the scheme contemplates increase in authorised share capital or any amendment in that behalf, compliance with the requirements of law, insofar as filing of Form No:8 would be made by the petitioner in C.P.725 of 2006.

2. Petitioners have set out their objects so also the purpose of evolving the scheme. It is pointed out that the scheme, if sanctioned, would result in efficient and proper management of

HIGH COURT, BOMBAY

0513205

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business of companies. Petitioners have complied with the statutory provisions. They have also applied for either holding or dispensation of the concerned meetings and copies of the orders passed in that behalf are annexed. A copy of scheme is also enclosed and its salient features are pointed out. It is contended that if the scheme is sanctioned, it will be for the benefit of the Companies.



3. Since the compliance with the necessary provisions has been made and due declarations also set out, learned Counsel seeks sanction to the scheme of amalgamation.

4. The notice was duly served on the Regional Director and he has filed affidavits. The R.D. has called upon the petitioners to furnish requisite details for enabling him to arrive at a satisfaction that the scheme is not prejudicial to the interest of creditors, shareholders so also contrary to the public

HIGH COURT, BOMBAY

0513206

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interest. He has filed affidavit in which he has referred to the report from ROC, copy of which is annexed to the affidavit. Further, he has referred to the objects of the scheme and the relevant provisions therein. Thereafter, he has stated on oath that the scheme is not prejudicial to the interest of creditors, shareholders and the public.



5. The D.L. has also submitted his affidavit. It has been stated on the basis of the report of C.A. who has scrutinised the books of accounts and related papers, that the scheme is not contrary to the interest of shareholders, creditors and public at large.

6. I am satisfied from a perusal of the petition and the annexures as also the aforesaid affidavits that no prejudice will be caused if the scheme as proposed by the petitioners is sanctioned.

HIGH COURT, BOMBAY

0513207

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7. Accordingly, the Company Petition No.724 of 2006 is made absolute in terms of prayer clauses (a) to (v) and Company Petition No.725 of 2006 is made absolute in terms of prayer clauses (a) to (x). Cost of RD ~~600~~ and D.L. quantified at Rs.2,500/- each. Drawn up order dispensed with. All concerned to act on authenticated copy of this order.



[Handwritten signature]

(S.C. Dharmadhikari, J)

TRUE-COPY

[Handwritten signature]
M. D. NARVEKAR
COMPANY REGISTRAR
HIGH COURT (O.S.)
BOMBAY

TRUE COPY

[Handwritten signature]
Section Officer
High Court, Appellate Side
Bombay.

SCHEME OF AMALGAMATION

OF

LKP FOREX LIMITED

WITH

THOMAS COOK (INDIA) LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS

UNDER SECTIONS 391 AND 394 OF THE COMPANIES ACT, 1956

INDICATOR

SCHEME OF AMALGAMATION

OF

LKP FOREX LIMITED

WITH

THOMAS COOK (INDIA) LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS

UNDER SECTIONS 391 AND 394 OF THE COMPANIES ACT, 1956

This Scheme of Amalgamation provides for the amalgamation of LKP Forex Limited, a company incorporated under the Companies Act, 1956, having its registered office at 112 A, Embassy Centre, Nariman Point, Mumbai, 400 021 India (hereinafter referred to as the "Transferor Company") with Thomas Cook (India) Limited, a company incorporated under the Companies Act, 1956, having its registered office at Thomas Cook Building, Dr. D. N. Road, Fort Mumbai, 400 001 India (hereinafter referred to as the "Transferee Company"), pursuant to the relevant provisions of the Companies Act, 1956.

LKP Merchant Financing Limited and Mr. Mahendra Doshi have pursuant to Merger Agreement dated August 18, 2006 ("Merger Agreement") represented, warranted and covenanted to the Transferee Company in relation to the business and operations of the Transferor Company. The Transferor Company acknowledges that the shareholders of the Transferee Company will be approving this Scheme in reliance upon the representations and warranties set out in the Merger Agreement made by LKP Merchant Financing Limited and Mr. Mahendra Doshi.

1. DEFINITIONS

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



- 1.1 "Act" means the Companies Act, 1956, or any amendments, modification or re-enactment thereof, from time to time.
- 1.2 "Appointed Date" means 1st April, 2006 or such other date as may be mutually agreed by the Board of Directors of the Transferor Company and the Transferee Company.
- 1.3 "Class A Preference Shares" means 4.65% cumulative non-convertible redeemable preference shares of the Transferee Company having a face value of Rs. 10/- each;
- 1.4 "Class B Preference Shares" means 0.001% cumulative convertible / redeemable preference shares of the Transferee Company having a face value of Rs. 10/- each;
- "Class C Preference Shares" means 0.001% cumulative convertible / redeemable preference shares of the Transferee Company having a face value of Rs. 10/- each;
- "Earn Out Period" means a period of seven (7) calendar years commencing from January 1, 2007;
- 1.7 "Effective Date" means last of the dates specified in Clause 18 of this Scheme;
- 1.8 "EPS" means the basic earnings per equity share of the Transferee Company as computed in accordance with Accounting Standard 20 – "Earnings Per Share" issued by the Institute of Chartered Accountants of India, as adjusted for any extraordinary item of income / expense, considered in the audited accounts of the Transferee Company for that EPS Financial Year;
- 1.9 "EPS Financial Year" means a 12 (twelve) month period commencing on the 1st day of January every year during the Earn Out Period;
- 1.10 "Record Date" means the date to be fixed by the Board of Directors of the Transferee Company, after the Effective Date, for the purpose of allotment and issuance of equity shares / Preference Shares by the Transferee Company to the shareholders of the Transferor Company in terms of Clause 11 of the Scheme.
- 1.11 "Scheme" or "the Scheme" or "this Scheme" means the Scheme of Amalgamation of the Transferor Company with the Transferee Company, as contained herein, or as



sanctioned by the High Court of Judicature at Bombay or the Tribunal. as the case may be, with alterations / modifications made under Clause 17 of this Scheme.

1.12 "Transferee Company" shall mean Thomas Cook (India) Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Thomas Cook Building, Dr. D. N. Road, Fort Mumbai, 400 001 India.

1.13 "Transferor Company" shall mean LKP Forex Limited, a company incorporated under the Companies Act, 1956, and having its registered office at 112 A, Embassy Centre, Nariman Point, Mumbai, 400 021 India.

1.14 "Tribunal" means the National Company Law Tribunal.



2. NATURE OF BUSINESS

2.1 Nature of Business of the Transferor Company

The Transferor Company is, *inter alia*, a full fledged money changer engaged in the business of foreign exchange and money transfer.

2.2 Nature of Business of Transferee Company

The Transferee Company is, *inter alia*, engaged in the business of (i) management, supply and distribution of leisure travel products including in-bound, out-bound and domestic leisure travel; (ii) management, supply and distribution of business travel products including domestic and international booking of travel tickets by air, railways, or any other mode of transport; (iii) providing retail and wholesale foreign exchange services including the money changing services; (iv) providing financial services such as travelers' cheques, prepaid travel cards, credit cards, emergency service cards like IAPA cards, global service cards, ATM cards, money transfer services, and other such financial products; (v) providing insurance products for both life and general insurance; (vi) providing visa and passport processing services; (vii) providing car hire and rental services; (viii) providing cargo clearing, freight forwarding and logistics services; and (ix) providing call centre and BPO services in relation to travel and tourism.

3. SHARE CAPITAL

- 3.1 The details of Share Capital of the Transferor Company and that of the Transferee Company as on March 31, 2006 are as below:

Share Capital of the Transferor Company

Authorized Share Capital	Rs.
40,00,000 equity shares of Rs.10 each	4,00,00,000
1,00,000 Preference Shares of Rs 100 each	1,00,00,000
Issued, Subscribed and Paid-up Share Capital	
30,20,000 equity shares of Rs.10 each fully paid-up	3,02,00,000



3.2

Share Capital of the Transferee Company

Authorized Share Capital	Rs.
2,00,00,000 equity shares of Rs.10 each	20,00,00,000
Issued, Subscribed and Paid-up Share Capital	
1,45,83,333 equity shares of Rs.10 each	14,58,33,330

4. AMALGAMATION OF COMPANIES

- 4.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Transferor Company shall stand amalgamated with the Transferee Company, as provided in the Scheme, and, pursuant to the provisions of Sections 391 and 394 and other applicable provisions of the Act, all the assets and debts, outstandings, credits, liabilities, duties and obligations whatsoever concerning the Transferor Company, including but not limited to the entire undertaking of the Transferor Company, as on

the Appointed Date shall, accordingly, stand transferred to and vested in and/or be deemed to be and stand transferred to and vested in the Transferee Company, as under, without any further act or deed but subject to the changes affecting the same as on the Effective Date.

4.1.1 All the movable assets of the Transferor Company or such assets of the Transferor Company as are otherwise capable of transfer by manual delivery, including furniture and fixtures, cash on hand, etc., shall be physically handed over by manual delivery to the Transferee Company to the end and intent that the title and property therein shall pass to the Transferee Company on such delivery, without requiring any deed or instrument of conveyance for the same.

4.1.2 In respect of such of the assets belonging to the Transferor Company other than those referred to in sub-clause 4.1.1 above, the same shall, without any further act, instrument or deed, be transferred to and stand vested in and / or be deemed to be transferred to and stand vested in the Transferee Company pursuant to the provisions of Section 394 of the Act.

4.1.3 In relation to the assets belonging to the Transferor Company, which require separate documents of transfer, the parties will execute the necessary documents, as and when required.

4.1.4 The transfer and vesting of all the assets of the Transferor Company, as aforesaid, shall be subject to the existing charges, mortgages and encumbrances, if any, over or in respect of any of the assets or any part thereof, provided however that such charges, mortgages and/or encumbrances shall be confined only to the relative assets of the Transferor Company or part thereof on or over which they are subsisting on transfer to and vesting of such assets in the Transferee Company and no such charges, mortgages, and/or encumbrances shall be enlarged or extend over or apply to any other asset(s) of the Transferee Company. Any reference in any security documents or arrangements (to which the Transferor Company is a party) to any assets of the Transferor Company shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of the Transferee Company and the Transferee Company shall not be obliged to create any further or additional security thereof.

4.1.5 With effect from the Appointed Date, all debts, liabilities, duties and obligations of

the Transferor Company, shall, pursuant to the orders of the High Court of Judicature at Bombay, or the Tribunal, as the case may be, made under Section 394 of the Act, without any further act or deed, be transferred or deemed to be transferred to and vested in and assumed by the Transferee Company so as to become the debts, liabilities, duties and obligations of the Transferee Company. It shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which, such debts, liabilities, duties and obligations have arisen, in order to give effect to the provisions of this Clause.

5. **CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS**

5.1 As from the Appointed Date, and subject to the provisions of the Scheme, all memoranda of understanding, contracts, licences, insurance policies, guarantees, deeds, bonds, agreements, arrangements and other instruments of whatsoever nature to which the Transferor Company is a party or to the benefit of which the 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 favour of the Transferee Company, as the case may be, and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto.

5.2 The Transferee Company shall, if and to the extent required by law, enter into and/or issue and/or execute deeds, writings or confirmations, to give formal effect to the provisions of this Clause 5 and to the extent that the Transferor Company is required prior to the Effective Date to join in such deeds, writings or confirmations, the Transferee Company shall be entitled to act for and on behalf of and in the name of the Transferor Company.

6. **LEGAL PROCEEDINGS**

6.1 If any suit, actions, appeal, or other proceedings of whatever nature (hereinafter called the "Proceedings") by or against the Transferor Company be pending as on the Effective Date, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the Undertaking of the Transferor Company or of anything contained in the Scheme, but the Proceedings shall be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as they would or might have been continued,



prosecuted or enforced by or against the Transferor Company, if the Scheme had not been made.

7. SAVING OF CONCLUDED TRANSACTIONS

7.1 The transfer of the assets and liabilities of the Transferor Company under Clause 4 above, the continuance of Proceedings under Clause 6 above and the effectiveness of contracts and deeds under Clause 5 above, shall not affect any transaction or Proceedings already concluded by the Transferor Company on or before the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereof, as if done and executed on its behalf.

8. DATE WHEN THE SCHEME COMES INTO EFFECT

8.1 The Scheme, though operative from the Appointed Date, shall be effective from the Effective Date (as defined herein below).


9. CONDUCT OF BUSINESS BY THE TRANSFEROR COMPANY UNTIL THE EFFECTIVE DATE

9.1 With effect from the Appointed Date and up to and including the Effective Date, the following provisions shall be in force:

9.1.1 The Transferor Company shall carry on and be deemed to have carried on all its business and activities and shall be deemed to have held and been in possession of and shall hold and be in possession of all its assets for and on account of and in trust for the Transferee Company. The Transferor Company hereby undertakes to hold the said assets with reasonable prudence until the Effective Date.

9.1.2 All the profits or incomes taxes (including advance tax and tax deducted at source) or any costs, charges, expenditure accruing or arising to the Transferor Company or expenditure or losses arising, incurred or suffered by the Transferor Company, shall, for all purposes, be treated and deemed to be and accrue as the profits or incomes or expenditure or losses of the Transferee Company, as the case may be, including for the purpose of taxation.

- 9.2 The Transferor Company shall carry on its business and activities with reasonable diligence and business prudence and shall not, without the prior consent of the Transferee Company, alienate, charge, mortgage, encumber or otherwise deal with its fixed assets or any part thereof, except in the ordinary course of business, or pursuant to any pre-existing obligation(s) undertaken by the Transferor Company.
- 9.3 The Transferor Company shall not, without the prior consent in writing of the Board of Directors of the Transferee Company, undertake any new business, or discontinue any existing business.
- 9.4 The Transferor Company shall not vary the terms and conditions of employment of any of its employees, except in the ordinary course of business or without the prior consent of the Transferee Company or pursuant to any pre-existing obligation undertaken by the Transferor Company prior to the Appointed Date.



On and after the Appointed Date and until the Effective Date, the Transferor Company shall not without the prior written approval of the Board of Directors of the Transferee Company:

- 9.5.1 except as contemplated under the Scheme, issue or allot any further securities, either by way of rights or bonus or otherwise; or
- 9.5.2 utilize, subject to Clause 12 below, the profits, if any, for any purpose including of declaring or paying any dividend.

10. AMENDMENT TO MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE TRANSFEREE COMPANY

- 10.1 Upon coming into effect of the Scheme, Clause V of the Memorandum of Association of the Transferee Company be and is hereby replaced with the following:

"V. The authorized share capital is Rs. [1,50,00,00,000] divided into [3,45,82,706] equity shares of Rs.10/- each, [11,47,60,000] 'Class A', 4.65% cumulative non-convertible redeemable preference shares of Rs. 10 each, [3,55,294] 'Class B' 0.001% cumulative convertible / redeemable preference

shares of Rs. 10 each and [3,02,000] 'Class C' 0.001% cumulative convertible / redeemable preference shares of Rs. 10 each."

- 10.2 Upon coming into effect of the Scheme, Article 5 of the Articles of Association of the Transferee Company be and hereby replaced with the following:

'5 The Capital of the Company is as reflected in Clause V of the Memorandum of Association from time to time.'

It shall be deemed that the members of the Transferee Company have also resolved and accorded all relevant consents under Sections 31 and 94 of the Act or any other provisions of the Act to the extent the same may be considered applicable. It is clarified that there will be no need to pass a separate shareholders' resolution as required under the Act.

11. ISSUE OF SHARES BY TRANSFEE COMPANY

- 11.1 Upon the Scheme coming into effect, and without any further application, act or deed, the Transferee Company shall, in consideration of the amalgamation:

11.1.1 allot and issue 11 (eleven) equity shares of the face value of Rs.10 (Rupees Ten) each of the Transferee Company for every 20 (Twenty) equity shares of Rs.10 each, held by the shareholders of the Transferor Company, whose names are recorded in the Register of Members on the Record Date (the "said Shareholders"); and

11.1.2 allot and issue 38 (Thirty Eight) Class A Preference Shares allot for every 1 (one) equity share of Rs.10 each, held by the said Shareholders.

11.2 The Class A Preference Shares shall be compulsorily redeemed by the Transferee Company at the expiry of one (1) year from the Effective Date, provided that the Transferee Company shall have the right but not the obligation to redeem the Class A Preference Shares after the expiry of ninety (90) days from the Effective Date.

11.3 Upon the Scheme coming into effect, and in addition to the equity shares and the Class A Preference Shares issued by the Transferee Company pursuant to Clause 11.1 above, in further consideration of the amalgamation of the Transferor Company into

the Transferee Company in terms of the Scheme, the Transferee Company shall, subject to the provisions of the Scheme and without any further application, act or deed, allot and issue:

- 11.3.1 2 (Two) Class B Preference Shares for every 17 (Seventeen) equity shares of Rs.10 each, held by the said Shareholders; and
- 11.3.2 1 (One) Class C Preference Share for every 10 (Ten) equity shares of Rs.10 each, held by the said Shareholders.
- 11.4 If the EPS of the Transferee Company for any EPS Financial Year during the Earn Out Period first exceeds Rs. 30.30, each Class B Preference Share shall be converted into one (1) Equity Share of the Transferee Company within 6 (six) months from the expiry of the said EPS Financial Year. It is clarified that the number of Equity Shares to be issued upon conversion of the Class B Preference Shares pursuant to this Clause 11.4 shall be proportionately adjusted in case of any sub-division of Equity Shares or bonus issues of Equity Shares during the Earn Out Period of the Transferee Company. Provided however that, if the EPS of the Transferee Company does not exceed Rs. 30.30 for any EPS Financial Year comprised in the Earn Out Period, each Class B Preference Share shall be redeemed by the Transferee Company at par within six (6) months from the expiry the Earn Out Period.
- 11.5 If the EPS of the Transferee Company for any EPS Financial Year during the Earn Out Period first exceeds Rs. 36.40, each Class C Preference Share shall be converted into one (1) Equity Share of the Transferee Company within 6 (six) months from the expiry of the said EPS Financial Year. It is clarified that the number of Equity Shares to be issued upon conversion of the Class C Preference Shares pursuant to this Clause 11.5 shall be proportionately adjusted in case of any sub-division of Equity Shares or bonus issues of Equity Shares during the Earn Out Period of the Transferee Company. Provided however that, if the EPS of the Transferee Company does not exceed Rs. 36.40 for any EPS Financial Year comprised in the Earn Out Period, each Class C Preference Share shall be redeemed by the Transferee Company at par within six (6) months from the expiry the Earn Out Period.
- 11.6 It is clarified that the trigger levels of the EPS of the Transferee Company referred to in Clauses 11.4 and 11.5, as the case may be, shall be proportionately adjusted in case of one or more bonus issues, buy back of shares or the subdivision of shares made by



the Transferee Company during the Earn Out Period.

- 11.7 In case of any change in the equity capital structure of the Transferee Company (other than by way of bonus issues and/or subdivision of shares) during the Earn Out Period, if the authorised representatives of the shareholders of the Transferor Company and the Transferee Company cannot mutually agree on the proportionate adjustment of the trigger levels of the EPS of the Transferee Company given under Clauses 11.4 and 11.5 above, M/s. G. M. Kapadia & Co., Chartered Accountants, 1001 Raheja Chambers, 213 Nariman Point, Mumbai 400 021, shall decide the extent of the adjustment to be made to the trigger levels of the EPS of the Transferee Company given above, which decision shall be binding on the said shareholders and the Transferee Company. Further, in determining the adjusted EPS for the purpose of Clauses 11.4 and 11.5, if the authorized representatives of the Transferee Company and the shareholders of the Transferor Company cannot mutually agree on whether a particular item of income or expense is extraordinary in nature, M/s. G.M. Kapadia & Co., Chartered Accountants, 1001 Raheja Chambers, 213 Nariman Point, Mumbai 400 021, shall determine whether the same is extraordinary and which decision on the adjustments to the EPS shall be final and binding on the said shareholders and the Transferee Company.
- 11.8 Notwithstanding what is stated in Clauses 11.1 to 11.3 above, upon the Scheme coming into effect, the equity shares which the Transferee Company holds in the Transferor Company, if any, shall get cancelled, without any further application, act or deed.
- 11.9 No fractional certificates / coupons shall be issued by the Transferee Company in respect of the fractional entitlements, if any, to which the Shareholders of the Transferor Company may be entitled on allotment and issue of the equity shares / Preference Shares of the Transferee Company, as aforesaid. The Board of Directors or any Committee thereof, of the Transferee Company shall, instead, consolidate all such fractional entitlements to which the Shareholders of the Transferor Company may be entitled to, on allotment and issue of the equity shares / Preference Shares of the Transferee Company, as aforesaid, and thereupon allot and issue equity shares / Preference Shares in lieu thereof, to a designated Director or Officer of the Transferee Company, on the express understanding that, such Director or Officer to whom such equity shares / Preference Shares be allotted shall sell the same in the market at the best available price and deposit with the Transferee Company the net sale proceeds

thereof, whereupon the Transferee Company shall, subject to the approval of the Reserve Bank of India, wherever required, and subject to withholding tax, if any, distribute such net sale proceeds to the Shareholders of the Transferor Company in proportion to their fractional entitlements. Those Shareholders of the Transferor Company who would be entitled to less than 1 (one) Equity Share in the Transferee Company shall not be entitled to receive any share in the Transferee Company but shall receive the net sale proceeds in respect of their fractional entitlements as above.

- 11.10 In respect of the equity shares in the Transferor Company already held in dematerialized form, the equity shares to be issued by the Transferee Company in lieu thereof shall also be issued in dematerialized form with the shares being credited to the existing depository accounts of the members of the Transferor Company entitled thereto. In respect of the equity shares in the Transferor Company held in the physical form, each member of the Transferor Company holding such shares shall have the option, to be exercised by way of giving a notice to the Transferee Company on or before the Record Date, to receive the equity shares of the Transferee Company either in physical form or in dematerialized form. In the event that such notice has not been received by the Transferee Company in respect of any member, the equity shares of the Transferee Company shall be issued to such members in physical form.
- 11.11 The equity shares of Transferor Company held by its equity shareholders (both in physical and dematerialized form) whose names appear in the Register of Members and the records of the depository as on the Record Date, shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled. The said equity shares of the Transferor Company held in physical form shall be deemed to have been automatically cancelled without any requirement to surrender the certificates for shares held by the shareholders of the Transferor Company. The Transferee Company shall take such corporate actions in relation to the equity shares of the Transferor Company held in dematerialized form, as may be necessary.
- 11.12 The equity shares of the Transferee Company to be allotted and issued to the Shareholders of the Transferor Company as provided in this Clause 11 shall rank *pari-passu* in all respects with the equity shares of the Transferee Company after the Effective Date.
- 11.13 The allotment and issue of equity shares, Class A Preference Shares, Class B Preference Shares and Class C Preference Shares by the Transferee Company to the

shareholders of the Transferor Company as provided in this Scheme, shall be deemed to have been carried out as if the procedure laid down under Section 81(1A) and any other applicable provisions of the Act were duly complied with.

- 11.14 The equity shares of the Transferee Company issued in terms of the Scheme shall, subject to applicable regulations, be listed and/or admitted to trading on the relevant stock exchange(s) where the existing equity shares of the Transferee Company are listed and/or admitted to trading.

12. DIVIDENDS, PROFITS, BONUS / RIGHTS SHARES

- 12.1 Dividends (interim and / or final) in respect of the period commencing from the Appointed Date until the Effective Date may be declared or paid by the Transferor Company only with the prior consent of the Transferee Company in accordance with the Merger Agreement.

- 12.2 It is clarified, however, that the aforesaid provision in respect of declaration of dividend is an enabling provision only and shall not be deemed to confer any right on any member of the Transferor Company to demand or claim any dividend which shall be entirely at the discretion of the Boards of Directors of the Transferor Company and Transferee Company and subject to the provisions of the Act.

13. EMPLOYEES OF TRANSFEROR COMPANY

- 13.1 All employees in the employment of the Transferor Company on the Effective Date, shall, as from the said date, become the employees of the Transferee Company on the basis that their services have not been interrupted due to the vesting of the undertaking of the Transferor Company in the Transferee Company under the Scheme, and on the terms and conditions of service, not in any way less favourable to them than those subsisting with reference to the Transferor Company, immediately before the Effective Date.

- 13.2 With regard to provident fund and gratuity fund or any other special funds or schemes created or existing for the benefit of such employees (hereinafter referred to as the "said Funds") of the Transferor Company, upon the Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever relating to the administration or operation of such schemes or

funds in relation to the obligations to make contributions to the said Funds in accordance with the provisions of such schemes or funds in the respective Trust Deeds or other documents. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Company in relation to such schemes, or funds shall become those of the Transferee Company. In the event that the Trustees are constituted as holders of any securities, trust funds or trust monies, in relation to any provident fund trust, gratuity trust or superannuation trust of the Transferor Company, such funds shall be transferred by such trustees of the trusts of the Transferor Company, to separate trusts and the trustees of the Transferee Company if set up for the same purpose and object and shall be deemed to be a transfer of trust property from one set of trustees to another set of trustees in accordance with the provisions of the relevant labour laws, Indian Trusts Act, 1882, the Income Tax Act, 1961 and relevant Stamp Legislations, as applicable. In such a case, appropriate deeds of trusts and/or documents for transfer of trust properties shall be executed upon the sanction of the Scheme in accordance with the terms hereof by the trustees of such trusts in favour of the trusts of the Transferee Company so as to continue the benefits of the employees. For this purpose, the trusts created by the Transferor Company shall be transferred and/or continued by the Transferee Company, if permitted by law, failing which the Transferee Company shall establish similar trusts ensuring that there is continuity in this regard. The Trustees, including the Board of Directors of the Transferor Company and the Transferee Company, shall be entitled to adopt such course of action in this regard, as may be advised, provided however that there shall be no discontinuation or breakage in the service of the employees of the Transferor Company.



- 13.3 It is clarified that the services of the permanent employees of the Transferor Company will be treated as continuous for the purpose of the aforesaid Funds or provisions.

14. APPLICATIONS TO THE HIGH COURT

- 14.1 The Transferor Company shall make applications / petitions under Sections 391 and 394 and other applicable provisions of the Act to the High Court of Judicature at Bombay or the Tribunal, as the case may be, for sanction of the Scheme and for dissolution of the Transferor Company without winding-up.
- 14.2 The Transferee Company shall make applications/ petitions under Sections 391 and

394 and other applicable provisions of the Act to the High Court of Judicature at Bombay or the Tribunal, as the case may be, for sanction of the Scheme under the provisions of the Act.

15. WINDING UP OF THE TRANSFEROR COMPANY

- 15.1 On the Scheme becoming effective, the Transferor Company shall stand dissolved without being wound up.
- 15.2 On and with effect from the Effective Date, the name of the Transferor Company shall be struck off from the records of the Registrar of Companies, Maharashtra, Mumbai. The Transferee Company shall make necessary filings in this regard.



16. ACCOUNTING TREATMENT

- 16.1 On and from the Appointed Date, all assets and liabilities, including statutory reserves, of the Transferor Company transferred to the Transferee Company under the Scheme shall be recorded in the books of the Transferee Company at the fair value or book value, whichever is applicable of respective identifiable assets and liabilities.
- 16.2 Upon the Scheme becoming effective, any loans or other obligations due between the Transferor Company and the Transferee Company, if any, shall stand discharged and there shall be no liability in that behalf.
- 16.3 The amount of the consideration to be paid by the Transferee Company by issue of shares as stated in Clause 11 above, shall be deducted from the fair value or book value, whichever is applicable of the net assets of the Transferor Company acquired by the Transferee Company. The resultant amount shall be appropriated against the balance of the General Reserve and the Profit and Loss Account of the Transferee Company in the books of the Transferee Company. The balances of the General Reserve and the Profit and Loss Account of the Company will stand reduced to the extent of such appropriation. The balance Goodwill, if any, after such appropriation shall be recognized as Goodwill in the books of accounts of the Transferee Company.
- 16.4 All the onetime expenses related to the merger including but not limited to the Legal Fees, Consultancy Charges and the like shall be appropriated against the balance of the General Reserve and the Profit and Loss Account of the Transferee Company in

the books of the Transferee Company.

- 16.5 On the Scheme becoming effective, the Transferee Company shall account for the amalgamation as per the 'the Purchase Method' of Accounting prescribed under Accounting Standard 14 – "Accounting for Amalgamation" issued by the Institute of Chartered Accountants of India.

17. MODIFICATIONS / AMENDMENTS TO THE SCHEME

- 17.1 The Transferor Company and the Transferee Company, through their respective Boards of Directors or any committee or sub-committee thereof in their full and absolute discretion, may assent to any modification or amendment to the Scheme including any modification which the High Court of Judicature at Bombay, or the Tribunal, as the case may be, shareholders of the Transferor Company and/ or Transferee Company and/or any other competent authority may deem fit to suggest/ impose and effect any other modification or amendment which the respective Boards or any committee / sub-committee thereof, in the best interest of the Transferor Company or Transferee Company, may consider necessary or desirable and give such directions as they may consider necessary or desirable for settling any question, doubt or difficulty arising under the Scheme or in regard to its implementation or in any matter connected therewith (including any question, doubt or difficulty arising in connection with any deceased or insolvent shareholder of the Transferor Company or the Transferee Company) and to do all acts, deeds and things as may be necessary, desirable or expedient for carrying the Scheme into effect.



18. SCHEME CONDITIONAL ON APPROVALS/ SANCTIONS

- 18.1 The Scheme is conditional upon and subject to:
- 18.1.1 the sanction or approval of all persons or authorities concerned being obtained and granted in respect of any of the matters provided for or relating to the Scheme for which such sanction or approval is required;
- 18.1.2 the approval of and agreement to the Scheme by the requisite majorities in number and value of such classes of persons of the Transferor Company and the Transferee Company as may be directed by the High Court of Judicature at Bombay, or the Tribunal, as the case may be, on the applications made for directions under Section

391 of the Act for calling meetings and necessary resolutions being passed under the Act for the purpose;

18.1.3 the sanction of the Scheme by the High Court of Judicature at Bombay or the Tribunal, as the case may be, under Sections 391 and 394 of the Act and necessary Order or Orders under Section 394 of the Act being obtained;

18.1.4 the approval of the Government of India and/or the Reserve Bank of India, if and to the extent required, being obtained under the provisions of the Foreign Exchange Management Act, 1999, and approvals of other concerned authorities, for allotment and issue of equity shares in the Transferee Company to the non-resident shareholders of the Transferor Company in accordance with the provisions of the Scheme.

18.1.5 the prior consent of the Stock Exchange, Mumbai and/or the National Stock Exchange of India Limited where such approval or consent is necessary.

18.2 This Scheme, although to come into operation from the Appointed Date, shall not become effective until the last of the following dates, namely:

18.2.1 That on which the last of the aforesaid consents, approvals, permissions, resolutions and orders as mentioned in Clause 18.1 shall be obtained or passed; or

18.3 That on which all necessary certified copies of orders under Sections 391 and 394 of the Act shall be duly filed with the appropriate Registrar of Companies, Maharashtra

The last of such dates shall be the "Effective Date" for the purpose of this Scheme.

19. REVOCATION OF THE SCHEME

In the event of any of the said sanctions and approvals referred to in Clause 18 not being obtained and/or complied with and/or satisfied and/or this Scheme not being sanctioned by the Hon'ble High Court of Judicature at Bombay or the Tribunal (as the case may be) and/or order or the said orders not being passed as aforesaid before June 30, 2007 or such other date as may be mutually agreed upon by the respective Board of Directors of the Transferor Company and the Transferee Company (who are hereby empowered and authorized to agree to and extend the aforesaid period from

time to time without any limitations in exercise of their powers through and by their respective delegate(s)), 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 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 of no effect if such boards are of view that the coming into effect of the Scheme in terms of the provisions of this Scheme or filing of the orders with any authority could have adverse implication on all/any of the companies.



COSTS AND EXPENSES

All costs, charges and expenses of the Transferor Company and of the Transferee Company in relation to or in connection with the Scheme shall be borne by the Transferee Company.

TRUE-COPY
M. D. Narvekar 20/1/72
M. D. NARVEKAR
REGISTRAR
HIGH COURT (S.S.)
BOMBAY

TRUE COPY
[Signature]
AZS & PARTNERS
Advocates & Solicitors
Mumbai.

IN THE HIGH COURT OF JUDICATURE
AT, BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY PETITION NO. 725 OF 2006
CONNECTED WITH
COMPANY APPLICATION NO. 1026 OF 2006

In the matter of
The Companies Act, 1956;
And

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

In the matter of:
Thomas Cook (India) Limited, a company
incorporated under the provisions of the
Companies Act, 1956 having its registered
office at Thomas Cook Building, Dr.
Dadabhai Naoroji Road, Fort, Mumbai-400
001;

AND

In the matter of:
The Scheme of Amalgamation of LKP Forex
Limited, a company incorporated under the
Companies Act, 1956 having its registered
office at 112A, Embassy Circle, Nariman
Point, Mumbai-400021, India ("Transferor
Company") with Thomas Cook (India)
Limited, a company incorporated under the
provisions of the Companies Act, 1956 having
its registered office at Thomas Cook Building,
Dr. Dadabhai Naoroji Road, Fort, Mumbai-
400 001 ("Transferee Company") and their
respective members.

Thomas Cook (India) Limited
...Petitioner Company

Authenticated copy of the Minutes of the Order dated
January 12, 2007 along with Scheme of Amalgamation

Dated this 30th day of January 2007

Applied on 17/01/2007
Engrossed
Filed
By Datta
Clerk
Received 18/01/2007
Delivered on 20-1-2007

AZB & Partners
Advocates for the Petitioner
23rd Floor, Express Towers.
Nariman Point
Mumbai - 400 021

HIGH COURT, BOMBAY

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY SCHEME PETITION NO. 99 OF 2015
WITH
COMPANY SUMMONS FOR DIRECTION NO. 892 OF 2014

In the matter of:

The Companies Act, 1956

And

In the matter of:

Sections 391 to 394 read with Sections 100 to 103 of the Companies Act, 1956 and Section 52 of the Companies Act, 2013.

And

In the matter of:

Thomas Cook Insurance Services (India) Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Thomas Cook Building, Dr. D.N. Road, Fort, Mumbai – 400 001.

And

In the matter of:

The Composite Scheme of Arrangement and Amalgamation between Sterling Holiday Resorts (India) Limited and Thomas Cook Insurance Services (India) Limited and Thomas Cook (India) Limited and Their Respective Shareholders and Creditors.

Thomas Cook Insurance Services (India) Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Thomas Cook Building, Dr. D.N. Road, Fort, Mumbai – 400 001

..... Petitioner Company

WITH

COMPANY SCHEME PETITION NO. 100 OF 2015
WITH
COMPANY SUMMONS FOR DIRECTION NO. 891 OF 2014

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HIGH COURT, BOMBAY

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In the matter of:

The Companies Act, 1956

And

In the matter of:

Sections 391 to 394 read with Sections 100 to 103 of the Companies Act, 1956 and Section 52 of the Companies Act, 2013.

And

In the matter of:

Thomas Cook (India) Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Thomas Cook Building, Dr. D.N. Road, Fort, Mumbai -- 400 001;

And

In the matter of:

The Composite Scheme of Arrangement and Amalgamation between Sterling Holiday Resorts (India) Limited and Thomas Cook Insurance Services (India) Limited and Thomas Cook (India) Limited and Their Respective Shareholders and Creditors.

Thomas Cook (India) Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Thomas Cook Building, Dr. D.N. Road, Fort, Mumbai – 400 001

....Petitioner Company

Mr. Janak Dwarkadas, Senior Advocate with Mr. Rohan Rajadhyaksha i/b. M/s. Rajesh Shah & Co. for Petitioners.
Mr. Shyam Mehta, Senior Advocate with S.I. Shah for Regional Director.
Mr. Arvind Pinto for Income-tax Department / Revenue.

CORAM : S.C. GUPTA, J.

2 JULY 2015

P.C. :

These petitions seek sanction of a composite scheme of arrangement and amalgamation of Sterling Holiday Resorts (India) Ltd. (SHRIL),

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which is a transferor company, with Thomas Cook Insurance Services (India) Ltd. (TCISIL), which is a resulting company (Resulting Company No.1) and Thomas Cook (India) Ltd. (TCIL) which is another resulting company (Resulting Company No.2), and their respective shareholders and creditors.

2 The transferor company, i.e. SHRIL, is a listed public company engaged in the business of vacation ownership and leisure hospitality. The company is primarily engaged in time share, resort business and holiday activities. The two transferee or resulting companies, namely, TCISIL and TCIL, are respectively engaged in the business of corporate agency for travel insurance, and integrated travel and travel related services. Whereas TCIL is a public limited company listed on the stock exchanges including BSE and NSE, TCISIL is also a public limited but unlisted company. The scheme consists of two parts, one of which ('Part B') consists of demerger of an undertaking of SHRIL pertaining to the time share and resort business on a going concern basis from SHRIL and its transfer and vesting in TCISIL, whilst the other part ('Part C') consists of amalgamation of the residual undertaking of SHRIL (i.e. exclusive of the demerged undertaking) with TCIL as a going concern. After demerger and amalgamation as aforesaid, the scheme envisages dissolution of SHRIL on and with effect from the effective date. The consideration of the demerger and amalgamation, respectively, is allotment of 116 equity shares of TCIL of Re.1/- fully paid up for every 100 equity shares of SHRIL of Rs.10/- fully paid up and 4 equity shares of TCIL of Re. 1/- to be paid up for every 100 equity shares of SHRIL of Rs.10/-. In pursuance of an order passed by this Court on 20 September 2014 dispensing with convening and holding of the meetings of equity shareholders, and secured and unsecured creditors, the transferee companies have presented this scheme petition for sanction of this Court under Sections 391 to 394 of the Companies Act, 1956.

3 The only opposition to the scheme is from the Regional Director, Western Region, Ministry of Corporate Affairs, Mumbai. The opposition is on the ground that having regard to the provisions of Section 394 of the Companies Act, only a transferee company can allot shares towards consideration of transfer, and



HIGH COURT, BOMBAY

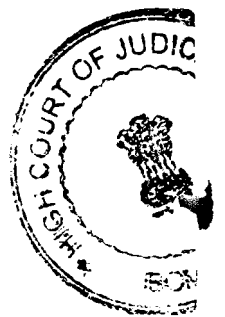
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not any other person, whereas for demerger and transfer of the undertaking of the resort business of SHRIL in the present case, the shares, namely, 116 equity shares of Re.1/- for every 100 shares of Rs.10/- of SHRIL, have been allotted by TCIL, which is a parent company of the transferee company, namely, TCISIL. It is submitted that TCISIL, which is the resulting company insofar as the demerger part is concerned, is not issuing any shares and therefore, the scheme is not in consonance with the provisions of the Companies Act, 1956. Secondly, the scheme is also against the provisions of Income-tax Act, 1961 having regard to the definitions of 'demerger' and 'resulting company' contained in Section 2(19AA) and 2(41A) read with Section 2(19AAA) of the Income-tax Act. The Income-tax Department's Counsel is present on notice and also supports the objections raised by the Regional Director with reference to the provisions of the Income-tax Act.

4 Mr.Mehta, learned Senior Counsel appearing for the Regional Director, submits that the scheme in the present case consists of two separate parts, Part B consisting of demerger and Part C consisting of amalgamation. It is submitted that each of these parts must separately satisfy the requirements of law insofar as the arrangement is concerned. It is submitted that whilst in the case of amalgamation, shares of the transferee company are being allotted to the shareholders of the transferor company, in the case of demerger, it is not the shares of TCISIL, which is the resulting or transferee company, but the shares of TCIL, which is a holding company of TCISIL, which are allotted to the shareholders of the demerged company. It is submitted that such allotment is in contravention of Clause (ii) of Section 394(1) of the Companies Act. Mr.Mehta submits that the scheme, thus, being against the provisions of the Companies Act, ought not to be sanctioned by this Court. Mr.Mehta further submits that the demerger contained in the present scheme is not a demerger within the meaning of Section 2(19AA) of the Income-tax Act read with Section 2(19AAA) and 2(41A). Mr.Mehta submits that it is stated in the scheme that the scheme complies with all provisions of the Income-tax Act and this statement is not correct, since the demerger contemplated in the scheme is not in accordance with the definition of 'demerger' contained in the Income-tax Act. It is submitted that if



this Court sanctions the scheme on the footing that it complies with the requirements of Income-tax Act and thereby puts its imprimatur on the position taken by the company regarding such compliance, the Income-tax Department would be bound by the position and that the companies would be entitled to claim tax benefits despite not being entitled to do so.

5 At the outset, we may deal with the objections raised with reference to the provisions of the Income-tax Act. It is firstly to be noted that there is no prohibition contained in the Income-tax Act to a scheme such as the one proposed here. It is merely that if a scheme of arrangement, which is otherwise permissible both under the Companies Act and the Income-tax Act, does not amount to 'demerger' within the meaning of the Income-tax Act, it may have certain tax implications for the companies in question. There is a provision in the present scheme that the part of the scheme, namely, the demerger, has been drawn up to comply with the conditions relating to demerger as specified under Section 2(19AA) of the Income-tax Act 1961. The scheme at the same time makes it clear that if any terms or provisions of the scheme are inconsistent with the provisions of Section 2(19AA) of the Income-tax Act 1961, the provisions of Section 2(19AA) of the Income-tax Act shall prevail and the scheme shall stand modified to the extent, if necessary, to comply with Section 2(19AA). It is thus very clear that the framing of the scheme and the corresponding sanction by this Court do not in any way prejudice the application of Section 2(19AA) of the Income-tax Act 1961. In any event, by sanctioning the present scheme, this Court is not in any way accepting the company's case that the scheme, as framed, complies with the provisions of 'demerger' within the meaning of 2(19AA). In fact, this Court is inclined to clarify that the sanction of the scheme, as proposed by this Court, does not in any way bind the Income-tax Department to take any particular view of the scheme of arrangement sanctioned by this Court insofar as the tax implications of the transaction are concerned. In the face of this clarification, learned Counsel for Regional Director and Income-tax Department have no further objections to the scheme on the ground of non-compliance with the provisions of the Income-tax Act referred to above.



6 Coming now to the main objection of the Regional Director to the present scheme, nameiy, its non-compliance with Section 394 of the Companies Act, it is pertinent to note at the very outset that provisions referred to in Clauses (i) to (vi) of sub-section (1) of Section 394, which the Court may make whilst sanctioning a scheme, are merely enabling provisions. The Company Court, while sanctioning the scheme, may or may not make any of the provisions contained in Clauses (i) to (vi) thereof. The provisions referred to in Clauses (i) to (vi) are not in the nature of conditions for exercise of power of the company court under Section 394. These enabling provisions, therefore, cannot be construed as compulsory in any sense. Clause (ii) provides that if and to the extent the compromise or arrangement provides for allotment or appropriation by the transferee company of any shares, debentures, policies or other like interests in that company as part of the consideration of the scheme, then the company court while sanctioning the scheme may make appropriate provision in respect of such allotment or appropriation. It is not that in every case the consideration for transfer of an undertaking as part of a scheme of arrangement must come in the form of an allotment of shares of a transferee company or for that matter allotment of any shares. The consideration for such transfer can be any legitimate consideration, which the transferor is entitled to accept for contract of transfer. The scheme may, thus, not provide for any allotment of shares at all or provide any other appropriate consideration including allotment of shares of a holding company of the transferee company. Acceptance of any particular consideration is part of the commercial wisdom to be exercised by the shareholders of the transferor company. As long as such consideration is not against public interest or in any other manner illegal or inappropriate, it is not for the company court to accept or reject such consideration. That is the principle of the decision of the Supreme Court in the case of **Miheer Mafatlal vs. Mafatlal industries Ltd.**¹

7 It is not the case of the Regional Director that there is any harm to public interest insofar as the transfer proposed in the scheme, or the consideration provided therefor, is concerned. In fact, the Regional Director makes it clear that there is no harm to public interest insofar as the present

¹ 1997 (1) SCC 579



scheme is concerned. If that is so, it is not for this Court to reject the consideration, which is accepted by the shareholders of the transferor company, who are parties to the present arrangement.

8 This Court as well as other High Courts have accepted several schemes where consideration for transfer of an undertaking is issued in the form of shares of a company other than the transferee company. This Court, in the case of **Pantaloon Retail (India) Limited**², approved a scheme of arrangement between Pantaloon Retail (India) Limited and two resulting companies, Future Mall Management Limited ('FMML') and Future Merchandising Limited ('FML') and their respective shareholders and creditors, wherein FMML alone issued shares to the shareholders of the demerged company. Similarly, in the case of **Keva Aromatics Private Limited**³ amalgamation and arrangement between Kelkar Investment Company Pvt.Ltd. and S H Kelkar and Company Pvt.Ltd. ('SHK') and Keva Aromatics Private Limited ('KAPL') and Keva Constructions Pvt.Ltd. (KCPL) and their respective shareholders and creditors was approved by this Court, where KAPL (one of the resulting companies) alone issued shares to the shareholders of SHK in lieu of transfer of business to itself and KCPL. The other courts including Delhi Court (in the case of **Seven Wonders Holidays Private Limited**⁴) and Andhra Pradesh High Court (in **M/s.IVRCL Limited**⁵) have also approved similar schemes, where as part of the consideration for transfer of undertaking, the shareholders of transferor company were issued shares by the holding company of the transferee. Thus, after considering the merits of the respective schemes in those cases, this Court as well as other High Courts have thought it fit to approve of the schemes, making provisions for consideration in terms of allotment of shares of companies other than the transferee companies including, for that matter, the holding companies of the transferee companies.

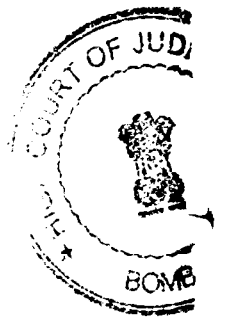
9 In that view of the matter, there is no merit in the objection raised by the Regional Director.

2 **Company Scheme Petition No.338/2010 decided on 24.8.2010**

3 **Company Application No.455/2013 decided on 10.12.2013**

4 **Company Petition Nos.184 & 185 of 2010 decided on 1.8.2010 (Delhi High Court)**

5 **Company Petition Nos.58, 59, 60 and 61 of 2012 decided on 2 July 2012**



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10 In the premises, both the scheme petitions are allowed

11 The Petitioner Companies are directed to lodge a copy of this order and Scheme, duly authenticated by the Company Registrar, High Court (O.S.), Bombay, with the concerned Superintendent of Stamps, for the purpose of adjudication of stamp duty payable, if any, on the same within 60 days from the date of receipt of the Order.

12 The Petitioner Companies are directed to file a copy of this order along with a copy of the Scheme with the concerned Registrar of Companies, electronically, along with E-Form INC 28 in addition to physical copy as per the provisions of the Companies Act 1956 / 2013.

13 The Petitioner Companies in both the Company Scheme Petitions to pay costs of Rs.10,000/- each to the Regional Director, Western Region, Mumbai within four weeks from the date of the order.

14 Filing and issuance of the drawn up order is dispensed with.

15 All concerned regulatory authorities to act on a copy of this order along with Scheme duly authenticated by the Company Registrar, High Court (O.S.), Bombay.

(S.C. Gupte, J.)

TRUE-COPY
K.K. Trivedi
(K. K. TRIVEDI)
COMPANY REGISTRAR
HIGH COURT (O.S.)
BOMBAY

TRUE COPY
Chellu Gupta
Section Officer 16.7.15
High Court, Appellate Side
Bombay



COMPOSITE SCHEME OF ARRANGEMENT AND AMALGAMATION

BETWEEN

STERLING HOLIDAY RESORTS (INDIA) LIMITED

AND

THOMAS COOK INSURANCE SERVICES (INDIA) LIMITED

AND

THOMAS COOK (INDIA) LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

(Under sections 391 to 394 and section 78 read with sections 100 to 103 of the Companies Act, 1956 or any corresponding provisions of Companies Act, 2013)

PREAMBLE

Description of Companies

1. Sterling Holiday Resorts (India) Limited ('SHRIL') is engaged in vacation ownership and is one of the leisure hospitality companies in India. SHRIL has built a network of leisure resorts at various holiday destinations in India and is primarily engaged in time share and resort business and holiday activities. The equity shares of SHRIL are listed on the BSE Limited and the Madras Stock Exchange Limited.
2. Thomas Cook (India) Limited ('TCIL'), is engaged in providing travel & related services which includes outbound travel, inbound travel, corporate travel, and also currency exchange, money transfer, remittance, travellers cheque, pay order, wire transfer, prepaid cards, visa and passport services, etc. The equity shares and debentures of TCIL are listed on the BSE Limited and the National Stock Exchange of India Ltd.
3. Thomas Cook Insurance Services (India) Limited ('TCIS') is engaged in the business of being a corporate agent for travel insurance. TCIS is an unlisted wholly-owned subsidiary of TCIL.

B. Rationale for the Composite Scheme of Arrangement and Amalgamation

- TCIL is one of the leading integrated travel and travel related services companies offering a broad spectrum of services that include corporate travel, leisure travel, foreign exchange and insurance. TCIL presently operates in over 99 cities across over 242 locations (including 23 airport counters).

TCIL has overseas operations in Sri Lanka and Mauritius. TCIL is supported by a strong partner network of 134 Gold Circle Partners and 165 Preferred Sales Agents in over 136 cities pan India. TCIL employs over 2,800 resources.

- Acquisition of the time share and resort business and holiday activities will help in expanding TCIL's business presence in travel and related services.
- TCIL proposes to consolidate the business operations of SHRIL into TCIL and its subsidiary company in a manner that the value for the shareholders of TCIL and SHRIL can be maximised. While the business of TCIL and SHRIL is complimentary in nature, the businesses are distinct from each other. Each of the business has got tremendous growth and profitability and will require focussed leadership and management attention. The nature of risk and competition involved in the business carried out by both the companies is distinct and the businesses carried on by both the companies are capable of attracting a different set of investors and strategic partners, lenders and other stakeholders.
- Accordingly, with a view of consolidating business under TCIL but at the same time housing the businesses in different entities, it is proposed that time share and resorts business of SHRIL be demerged and transferred to TCIS, a wholly owned subsidiary company of TCIL and SHRIL with its residual business, which mainly includes the holiday activities, be merged into TCIL. In consideration of the demerger and the merger, the equity shares of TCIL will be issued to the shareholders of SHRIL.
- The management of TCIL and SHRIL proposes to achieve the above pursuant to a Composite Scheme of Arrangement and Amalgamation under Sections 391 to 394 and Section 78 read with Sections 100 – 103 of the Companies Act, 1956 or any corresponding provisions of the Companies Act, 2013.
- The restructuring /consolidation will explicitly result in the following advantages:
 - Consolidation of business of SHRIL under TCIL, post completion of acquisition;
 - Focussed management attention to respective businesses; and
 - Long term value unlocking of businesses
- The Scheme is divided into the following parts:
 - PART A - Definition and Share Capital;
 - PART B - Transfer of Demerged Undertaking from SHRIL to TCIS;
 - PART C - Amalgamation of the Residual SHRIL into TCIL; and
 - PART D - General Terms and Conditions that would be applicable to the Scheme.

This Scheme also provides for various other matters consequential, incidental or otherwise integrally connected therewith.

PART A

DEFINITION AND SHARE CAPITAL

1. DEFINITIONS

In this scheme, unless inconsistent with the subject, the following expressions shall have the meanings respectively assigned against them:

1.1. **“Act”** means the Companies Act, 1956 and Companies Act, 2013 and shall include any statutory modification, re-enactment or amendments thereof for the time being in force.

1.2. **“Appointed Date”** means April 1, 2014 or such other date as may be approved by the High Court of Judicature at Bombay or High Court of Judicature at Madras or any other appropriate authority.

1.3. **“Board of Directors” or “Board”** means and includes the respective Board of Directors of SHRIL, TCIS and TCIL or any committee constituted by such Board of Directors for the purposes of the Scheme.

“Demerged Undertaking” or “Time Share and Resort Business” means the entire activities, operations, business division and undertaking of SHRIL pertaining to the time share and resort business on a going concern basis along with all related assets, liabilities, employees, rights, powers and shall include (without limitation) in particular the following:

- immovable properties, whether freehold, leasehold or otherwise relating to the Demerged Undertaking;
- all assets whether movable or immovable, tangible or intangible, including all rights, titles and interest in connection with the land and buildings thereon whether corporeal or incorporeal, leasehold or otherwise, plant and machinery, capital work in progress, advances, deposits, sundry debtors, cash and bank balances, other fixed assets, trademark, brands and other investments specifically relating to the resort and timeshare business, investments in Sterling Holidays (Ooty) Limited and Sterling Holiday Resorts (Kodaikanal) Limited, all other assets whether real or personal, present, future or contingent and liabilities relating to the Demerged Undertaking;
- all permits, rights, entitlements, bids, tenders, letters of intent, expressions of interest, municipal and other statutory permissions, approvals, consents, licenses, registrations, subsidies, concessions, exemptions, remissions, tax deferrals, including bought forward

losses and unabsorbed depreciation, tenancies in relation to office, bank accounts, lease rights, licenses, industrial and other licenses, if any, powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity and other services, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Demerged Undertaking;

- all debts, borrowings, obligations, duties and liabilities both present and future (including deferred tax liabilities, contingent liabilities and the liabilities and obligations under any licenses or permits or schemes) of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized, whether secured or unsecured, whether in rupees or foreign currency, relating to the Demerged Undertaking;
- For the purpose of this Scheme, it is clarified that liabilities pertaining to the Demerged Undertaking will include:
 - The liabilities which arise out of the activities or operations of the Demerged Undertaking;
 - Specific loans and borrowings raised, incurred and utilised solely for the activities or operation of the Demerged Undertaking; and
 - Liabilities other than those referred to above, being the amounts of general or multipurpose borrowings of SHRIL, allocated to the Demerged Undertaking in the same proportion in which the value of the assets transferred under this Scheme bear to the total value of the assets of SHRIL immediately before giving effect to this Scheme.
- All trade and service names and marks, patents, copyrights, designs and other intellectual property rights of any nature whatsoever, books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), drawings, computer programmes, manuals, data, catalogues, quotations, sales and advertising material, lists of present and former customers and suppliers, other customer information, customer credit information, customer pricing information, and all other records and documents, whether in physical or electronic form relating to business activities and operations of the Demerged Undertaking.
- All employees of the Demerged Undertaking, as identified by the Board of Directors of SHRIL, as on the Effective Date.
- Any question that may arise as to whether a specific asset or liability pertains or does not pertain to the Demerged Undertaking or whether it arises out of the activities or operations of the Demerged Undertaking shall be decided by mutual agreement between the Board of Directors of SHRIL and TCIS.



- 1.5. **“Effective Date”** means the later of the date on which the certified copies of the Orders of High Court of Judicature at Bombay and the High Court of Judicature at Madras, sanctioning the Schere are filed with the Registrar of Companies, Maharashtra, Mumbai and Registrar of Companies, Karnataka, Chennai respectively. Any references in this Scheme to the “date of coming into effect of this Scheme” or “effectiveness of the Scheme” or “Scheme taking effect” shall mean the Effective Date.
- 1.6. **“High Court(s)”** means the High Court of Judicature at Bombay and the High Court of Judicature at Madras and shall include the National Company Law Tribunal, if applicable.
- 1.7. **“Record Date”** means the date to be fixed by the Board of Directors of TCIL in consultation with the Board of Directors of SHRIL, for the purpose of determining the shareholders of SHRIL who shall be entitled to receive consideration as per Clause 5 and Clause 8 of the Scheme.



“Residual SHRIL” means all activities, operations, businesses, divisions and undertakings of SHRIL excluding Demerged Undertaking as defined under Clause 1.4 of the Scheme, on a going concern basis along with all related assets, liabilities, employees, rights, powers and shall include (without limitation) in particular the following:

- immovable properties, whether freehold, leasehold or otherwise relating to the Residual SHRIL;
- all assets whether movable or immovable, tangible or intangible, including all rights, titles and interest in connection with the land and buildings thereon whether corporeal or incorporeal, leasehold or otherwise, plant and machinery, capital work in progress, advances, deposits, sundry debtors, cash and bank balances, other fixed assets, trademark, brands and other investments, all other assets whether real or personal, present, future or contingent and liabilities relating to the Residual SHRIL;
- all permits, rights, entitlements, bids, tenders, letters of intent, expressions of interest, municipal and other statutory permissions, approvals, consents, licenses, registrations, subsidies, concessions, exemptions, remissions, tax deferrals, tenancies in relation to office, bank accounts, lease rights, licenses, industrial and other licenses, if any, powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity and other services, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Residual SHRIL;
- all debts, borrowings, obligations, duties and liabilities both present and future (including deferred tax liabilities, contingent liabilities and the liabilities and obligations under any

licenses or permits or schemes) of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized, whether secured or unsecured, whether in rupees or foreign currency, relating to the Residual SHRIL;

- all trade and service names and marks, patents, copyrights, designs and other intellectual property rights of any nature whatsoever, books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), drawings, computer programmes, manuals, data, catalogues, quotations, sales and advertising material, lists of present and former customers and suppliers, other customer information, customer credit information, customer pricing information, and all other records and documents, whether in physical or electronic form relating to business activities and operations of the Residual SHRIL.
- all employees of the Residual SHRIL, as identified by the Board of Directors of SHRIL, as on the Effective Date.

For the purpose of the Scheme, it is clarified that, the Residual SHRIL will specifically include the holiday activity business of SHRIL.

1.9. **"Resulting Companies"** means TCIL and TCIS.

1.10. **"Scheme" or "the Scheme" or "this Scheme" or "the Composite Scheme"** means this Scheme of Arrangement and Amalgamation in its present form or with any modification(s) made under Clause 20 of the Scheme as approved or directed by the jurisdictional High Court(s).

1.11. **"SEBI"** means Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992.

1.12. **"SEBI Circulars"** means Circular No. CIR/CFD/DIL/5/2013 dated February 4, 2013 and Circular No. CIR/CFD/DIL/8/2013 dated May 21, 2013, each issued by SEBI or any other circulars issued by SEBI applicable to a scheme of arrangement / amalgamation.

1.13. **"SHRIL"** means Sterling Holiday Resorts (India) Limited, a company incorporated under the Companies Act, 1956 and having its registered office at #7, 3rd Cross Street, "Citi Tower", Kasturba Nagar, Adyar, Chennai - 600 020. .

- 1.14. "TCIL" means Thomas Cook (India) Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Thomas Cook Building, Dr. D.N. Road, Fort, Mumbai – 400 001.
- 1.15. "TCIS" means Thomas Cook Insurance Services (India) Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Thomas Cook Building, Dr. D.N. Road, Fort, Mumbai – 400 001.
- 1.16. All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Securities Contract Regulation Act, 1956, the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.



DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) and amendments(s) made under Clause 20 of the Scheme, approved or imposed or directed by the jurisdictional High Court(s), shall be effective from the Appointed Date but shall be made operative from the Effective Date.

3. SHARE CAPITAL

The share capital of SHRIL as at June 25, 2014 is as under:

Particulars	Amount (Rs.)
Authorised	
92,500,000 Equity Shares of Rs. 10 each	925,000,000
Total	925,000,000
Issued Subscribed and Paid Up	
89,890,431 Equity Shares of Rs. 10 each fully paid-up	898,904,310
Total	898,904,310

The share capital of TCIS as at June 25, 2014 is as under:

Particulars	Amount (Rs.)
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Authorised	
40,000,000 Equity Shares of Rs. 10 each	400,000,000
Total	400,000,000
Issued Subscribed and Paid Up	
29,050,000 Equity Shares of Rs.10/- each fully paid up	290,500,000
Total	290,500,000

TCIS is a wholly-owned subsidiary of TCIL.

The share capital of TCIL as at June 25, 2014 is as under

Particulars	Amount (Rs.)
Authorised	
505,827,060 Equity Shares of Re. 1 each	505,827,060
114,760,000 Class 'A' 4.65% Cumulative Non-Convertible Redeemable Preference Shares of Rs. 10 each	1,147,600,000
355,294 Class 'B' 0.001% Cumulative Convertible/ Redeemable Preference Shares of Rs. 10 each	35,52,940
302,000 Class 'C' 0.001% Cumulative Convertible/ Redeemable Preference Shares of Rs.10 each	30,20,000
125,000,000 Preference Shares of Rs.10 each	1,250,000,000
Total	2,910,000,000
Issued Subscribed and Paid Up	
253,661,206 Equity Shares of Re. 1 each fully paid-up	253,661,206*
6,250,000 Compulsorily Convertible Preference Shares of Rs. 10 each fully paid-up	62,500,000
Total	316,161,206

* Does not include 19,763 equity shares of Re.1 each allotted on 20th June, 2014 upon exercise of Employee Stock Options. The Company is in the process of completing corporate action and listing of the said shares on the stock exchanges.




PART B

TRANSFER OF DEMERGED UNDERTAKING FROM SHRIL TO TCIS

4. TRANSFER AND VESTING OF DEMERGED UNDERTAKING FROM SHRIL TO TCIS

- 4.1 With effect from the Appointed Date and upon this Scheme coming into effect, the Demerged Undertaking (including all accretions and appurtenances) shall, without any further act, instrument or deed, be and stand de-merged from SHRIL and transferred to and vested in or be deemed to be transferred to and vested in TCIS as a going concern, so as to vest in TCIS, all the rights, titles and interests pertaining to Demerged Undertaking, pursuant to Sections 391 to 394 of the Act and any other relevant provisions of the Act or any corresponding provisions of Companies Act, 2013 and the order of the jurisdictional High Court(s) sanctioning the Scheme, subject however, to subsisting charges, if any.



Without prejudice to the provisions of Clause 4.1 above, in respect of such of the assets and properties (whether movable or immovable, tangible or intangible) of Demerged Undertaking, including cash in hand, capable of passing by manual delivery or by endorsement and delivery shall be so delivered or endorsed and delivered, as the case may be, and shall upon such delivery or endorsement and delivery, become the assets and properties of TCIS, without requiring any deed or instrument or conveyance for the same.

- 4.3 In respect of movable assets other than those specified in Clause 4.2 above, including sundry debtors, outstanding loans and advances, 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, the following methodology shall to the extent possible be followed:

TCIS shall give notice in such form as it may deem fit and proper to each person, debtor or depositor that pursuant to the jurisdictional High Court(s) having sanctioned this Scheme, the said debt, loan, advance or deposit be paid to or made good to or held on account of TCIS and that the right of SHRIL to recover or realize the same stands extinguished.

- 4.4 Upon this Scheme coming into effect, and with effect from the Appointed Date, and subject to the provisions of this Scheme, all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature and description of SHRIL pertaining or relating to Demerged Undertaking shall, without any further act, instrument or deed, be and stand transferred from

SHRIL and transferred to and vested in or be deemed to be transferred to and vested in and assumed by TCIS so as to become as and from the Appointed Date, the debts, liabilities, contingent liabilities, duties and obligations of TCIS, pursuant to Sections 391 to 394 of the Act or any corresponding provisions of Companies Act, 2013 and any other relevant provisions of the Act and the order of the jurisdictional High Court(s) sanctioning the Scheme, and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen in order to give effect to the provisions of this sub-clause.

4.5 With effect from the Appointed Date and upon this Scheme coming into effect, all permits, no objection certificates, contracts, permissions, approvals, consents, rights, entitlements, licenses, including those relating to tenancies, copyrights, intellectual property rights, privileges, powers, facilities of every kind and description of whatsoever nature in relation to Demerged Undertaking of which SHRIL is a party or to the benefit of which SHRIL may be eligible and which are subsisting or having effect on the Effective Date, shall stand transferred to and vested in TCIS without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of TCIS upon the vesting and transfer of Demerged Undertaking pursuant to this Scheme, and shall be and remain in full force, operative and effectual for the benefit of TCIS, and may be enforced by TCIS as fully and effectually as if, instead of SHRIL, TCIS had been the original party or beneficiary or obligee thereto.

4.6 This part of the Scheme has been drawn up to comply with the conditions relating to "Demerger" as specified under Section 2(19AA) of the Income-tax Act, 1961. If any terms or provisions of the Scheme is / are inconsistent with the provisions of Section 2(19AA) of the Income-tax Act, 1961, the provisions of Section 2(19AA) of the Income-tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent necessary to comply with Section 2(19AA) of the Income-tax Act, 1961; such modification to not affect other parts of the Scheme.

4.7 In accordance with Section 2(41A) of the Income-tax Act, 1961, TCIL and TCIS shall be considered as the resulting companies. Further, in accordance with Section 2(19AAA) of the Income-tax Act, 1961, SHRIL shall be considered as the demerged company.

5 CONSIDERATION

5.1 Upon this Scheme becoming effective and as consideration for the Scheme, TCIL shall, without any application or deed, issue and allot equity shares, credited as fully paid up, to the extent indicated below, to the equity shareholders of SHRIL and whose names appear in the Register of Members of SHRIL on the Record Date, or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of TCIL / SHRIL in consideration for the transfer of the Demerged Undertaking in the following proportion viz.:

"116 (hundred and sixteen) equity shares of TCIL of Re. 1 fully paid up for every 100 (hundred) equity shares of SHRIL of Rs. 10/- fully paid up".

"Notwithstanding what is contained above, the equity shares which TCIL or any subsidiary of TCIL holds in SHRIL (including equity shares in SHRIL acquired after the Appointed Date), if any, shall get cancelled, without any further application, act or deed"

5.2 The equity shares of TCIL to be issued and allotted as above shall be subject to the Memorandum and Articles of Association of TCIL in the same manner as the existing shareholders and shall rank *pari passu* with the existing equity shares of TCIL in all respects including dividends.



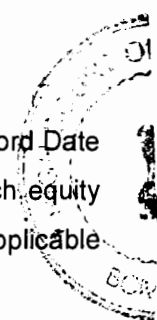
5.3 The equity shares of TCIL shall be issued and allotted in dematerialized form to those equity shareholders who hold shares of SHRIL in dematerialized form, in to the account in which SHRIL shares are held or such other account as is intimated by the equity shareholders to SHRIL and / or its Registrar. All those equity shareholders who hold equity shares of SHRIL in physical form shall also have the option to receive the equity shares, as the case may be, in dematerialized form provided the details of their account with the Depository Participant are intimated in writing to SHRIL and / or its registrar. In the event that TCIL has received notice from any person that equity shares are to be issued in physical form or if any person 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 person do not permit electronic credit of the equity shares, then TCIL shall issue equity shares in physical form to such person or persons.

5.4 The Board of Directors of TCIL shall, if and to the extent required, apply for and obtain any approvals from concerned Government / Regulatory authorities for the issue and allotment of equity shares pursuant to Clause 5.1 above of the Scheme.

5.5 Equity shares of TCIL to be issued and allotted to the equity shareholders of SHRIL pursuant to Clause 5.1 above of the Scheme will be listed and/or admitted to trading on the BSE Limited and the National Stock Exchange of India Limited, where the equity shares of TCIL are listed and/or admitted to trading in accordance with the applicable Laws including without limitation the SEBI Circulars. TCIL shall enter into such arrangements and give such confirmations

and/or undertakings as may be necessary in accordance with the applicable laws or regulations for complying with the formalities of the said stock exchanges.

- 5.6 In the event of there being any pending share transfers with respect to the application lodged for transfer by any shareholder of SHRIL, the Board of Directors or any committee thereof of SHRIL if in existence, or failing which the Board of Directors or any committee thereof of TCIL shall be empowered in appropriate case, even subsequent to the Record Date to effectuate such a transfer in SHRIL as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor or the transferee of the share(s) in SHRIL and in relation to the equity shares of TCIL after the Scheme becomes effective.
- 5.7 Equity shares to be issued and allotted by TCIL to the equity shareholders of SHRIL pursuant to Clause 5.1 above of this Scheme, in respect of any equity shares in SHRIL which are held in abeyance under the provisions of Section 206A of the Act or any corresponding provisions of Companies Act, 2013 or otherwise, pending allotment or settlement of dispute, by order of court or otherwise, be held in abeyance by TCIL.
- 5.8 If any equity shares of SHRIL held by the equity shareholders of SHRIL as on the Record Date are under any statutory lock-in, the equity shares issued and allotted by TCIL to such equity shareholders shall also be locked-in for the remainder of the lock-in period as per applicable laws.
- 5.9 Approval of this Scheme by the shareholders of TCIL shall be deemed to be the due compliance of the provisions of Section 81(1A) and the other relevant and applicable provisions of the Act or any corresponding provisions of Companies Act, 2013 (upon implementation) or any other applicable law for the issue and allotment of equity shares by TCIL, as provided in this Scheme.
- 5.10 The approval of this Scheme by the shareholders of TCIL, TCIS and SHRIL respectively, under Sections 391 and 394 of the Act or any corresponding provisions of Companies Act, 2013 shall be deemed to have the approval under Sections 16, 31 and other applicable provisions of the Act or any corresponding provisions of Companies Act, 2013 and any other applicable law, including but not limited to Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended and any other consents and approvals required in this regard.



6 ACCOUNTING TREATMENT IN THE BOOKS OF TCIS & TCIL

6.1 TCIS shall, upon the Scheme becoming effective, record the assets and liabilities of the Demerged Undertaking vested in it pursuant to this Scheme, at the respective book values, ignoring revaluations, if any, as at the Appointed Date.

6.2 The difference between the book value of net assets of the Demerged Undertaking recorded in books of TCIS in accordance with Clause 6.1 above and the value of investment in SHRIL in books of TCIS, shall be adjusted in the Securities Premium Account in the books of TCIS.

6.3 The reduction as aforesaid in Clause 6.2, shall be effected as a part of the Scheme only and in accordance with Section 78 read with Sections 101 to 103 of the Act or any corresponding provisions of Companies Act, 2013 as the same does not involve either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid up share capital and the order of the jurisdictional High Court(s) sanctioning the Scheme shall be deemed to be an order under Section 102 of the Act or any corresponding provisions of Companies Act, 2013 confirming the reduction.

Notwithstanding the reduction as mentioned above, TCIS shall not be required to add "and reduced" as a suffix to its name and shall continue in its existing name.

6.5 TCIL shall credit to the Share Capital Account in its books of account the aggregate face value of the equity shares of TCIL issued and allotted by it pursuant to Clause 5 on demerger of the Demerged Undertaking of SHRIL into TCIS to the shareholders of SHRIL pursuant to this Scheme and the amount equivalent to the face value of such equity shares issued will be debited to the Goodwill Account.

PART C

AMALGAMATION OF RESIDUAL SHRIL INTO TCIL

7 TRANSFER AND VESTING

7.1 With effect from the Appointed Date and upon this Scheme coming into effect, Residual SHRIL without any further act, instrument or deed, be and stand merged and transferred to and vested in or be deemed to be transferred to and vested in TCIL as a going concern, so as to vest in TCIL, all the rights, titles and interests pertaining to Residual SHRIL pursuant to the provisions of Sections 391 to 394 of the Act or any corresponding provisions of Companies Act, 2013 and pursuant to the orders of the jurisdictional High Court(s) sanctioning this Scheme.

7.2 Without prejudice to the provisions of Clause 7.1 above, in respect of such of the assets and properties (whether movable or immovable, tangible or intangible) of Residual SHRIL, including cash in hand, capable of passing by manual delivery or by endorsement and delivery shall be so delivered or endorsed delivered as the case may be, and shall upon such delivery or endorsement and delivery, become the assets and properties of TCIL, without requiring any deed or instrument or conveyance for the same.

7.3 In respect of movable assets other than those specified in Clause 7.2 above, including sundry debtors, outstanding loans and advances, 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, the following methodology shall to the extent possible be followed:

TCIL shall give notice in such form as it may deem fit and proper to each person, debtor or depositor that pursuant to the jurisdictional High Court(s) having sanctioned this Scheme, the said debt, loan, advance or deposit be paid to or made good to or held on account of TCIL and that the right of SHRIL to recover or realize the same stands extinguished.

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

Provided that the Scheme shall not operate to enlarge the security for the said liabilities of Residual SHRIL which shall vest in TCIL by virtue of the Scheme and TCIL shall not be obliged to create any further, or additional security thereof after the merger has become effective or otherwise. Further, the Scheme shall not operate to enlarge the security for any liabilities of TCIL, in as much as the security shall not extend to the assets transferred by Residual SHRIL to TCIL in terms of Clause 7.1 above.

7.5 Upon this Scheme coming into effect, and with effect from the Appointed Date, all debts, liabilities contingent liabilities, duties and obligations of every kind, nature and description of Residual SHRIL shall, without any further act, instrument or deed, be and stand transferred from SHRIL and transferred to and vested in or/ be and assumed by and/or deemed to be transferred

to and vested in and assumed by TCIL so as to become as and from the Appointed Date, the debts, liabilities, contingent liabilities, duties and obligations of TCIL, pursuant to Sections 391 to 394 of the Act or any corresponding provisions of Companies Act, 2013, and any other relevant provisions of the Act and the order of the jurisdictional High Court(s) sanctioning the Scheme, and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen in order to give effect to the provisions of this sub-clause.

7.6 TCIL may at any time after the coming into effect of the Scheme in accordance with the provisions of the Scheme, if so required, under any law or otherwise, execute necessary writings, in favour of the secured creditors of Residual SHRIL or in favour of any other party to any contract or arrangement to which Residual SHRIL is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. TCIL shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of Residual SHRIL and to implement or carry out all such formalities or compliance referred to above on the part of Residual SHRIL to be carried out or performed.



7.7 With effect from the Appointed Date and upon this Scheme coming into effect, all permits, no objection certificates, contracts, permissions, approvals, consents, rights, entitlements, licenses, including those relating to tenancies, copyrights, intellectual property rights, privileges, powers, facilities of every kind and description of whatsoever nature to which Residual SHRIL is a party or to the benefit of which SHRIL may be eligible and which are subsisting or having effect on the Effective Date, shall stand transferred to and vested in TCIL without any further act or deed and shall be appropriately mutated by the statutory authorities concerned therewith in favour of TCIL. Upon the vesting and transfer of Residual SHRIL pursuant to this Scheme and shall be and remain in full force, operative and effectual for the benefit of TCIL, and may be enforced by TCIL as fully and effectually as if, instead of SHRIL, TCIL had been the original party or beneficiary or obliged thereto.

7.8 This 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 terms or provisions of the Scheme is/are inconsistent with the provisions of Section 2(1B) of the Income-tax Act, 1961, the provisions of Section 2(1B) of the Income-tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent necessary to comply with Section 2(1B) of the Income-tax Act, 1961, such that the modification to not affect other parts of the Scheme.

8 CONSIDERATION

8.1 Upon this Scheme becoming effective and as consideration for the Scheme, TCIL shall, without any application or deed, issue and allot equity shares, credited as fully paid up, to the extent indicated below, to the equity shareholders of SHRIL and whose names appear in the Register of Members of SHRIL on the Record Date, or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of TCIL / SHRIL in consideration of the amalgamation of residual SHRIL into TCIL in the following proportion viz.:

"4 (four) equity shares of TCIL of Re. 1 fully paid up for every 100 (hundred) equity shares of SHRIL of Rs. 10/- fully paid up"

8.2 The equity shares of TCIL to be issued and allotted as above shall be subject to the Memorandum and Articles of Association of TCIL and shall rank *pari passu* with the existing equity shares of TCIL in all respects including dividends.

8.3 Upon the Scheme coming into effect, the equity shares which TCIL or any subsidiary of TCIL holds in SHRIL, "(including equity shares in SHRIL acquired after the Appointed date)" if any, shall get cancelled, without any further application, act or deed.

8.4 The equity shares of TCIL shall be issued and allotted in dematerialized form to those equity shareholders who hold shares of SHRIL in dematerialized form, in to the account in which SHRIL shares are held or such other account as is intimated by the equity shareholders to SHRIL and / or its Registrar. All those equity shareholders who hold equity shares of SHRIL in physical form shall also have the option to receive the equity shares, as the case may be, in dematerialized form provided the details of their account with the Depository Participant are intimated in writing to SHRIL and / or its registrar. In the event that TCIL has received notice from any person that equity shares are to be issued in physical form or if any person 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 person do not permit electronic credit of the equity shares, then TCIL shall issue equity shares in physical form to such person or persons.

8.5 The Board of Directors of TCIL shall, if and to the extent required, apply for and obtain any approvals from concerned Government / Regulatory authorities for the issue and allotment of equity shares pursuant to Clause 8.1 of the Scheme.

8.6 Equity shares of TCIL to be issued and allotted to the equity shareholders of SHRIL pursuant to Clause 8.1 of this Scheme will be listed and/or admitted to trading on the BSE Limited and

the National Stock Exchange of India Limited, where the equity shares of TCIL are listed and/or admitted to trading in accordance with the applicable laws including without limitation the SEBI Circulars. TCIL shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with the applicable laws or regulations for complying with the formalities of the said stock exchanges.

- 8.7 In the event of there being any pending share transfers with respect to the application lodged for transfer by any shareholder of SHRIL, the Board of Directors or any committee thereof of SHRIL if in existence, or failing which the Board of Directors or any committee thereof of TCIL shall be empowered in appropriate case, even subsequent to the Record Date to effectuate such a transfer in SHRIL as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor or the transferee of the share(s) in SHRIL and in relation to the equity shares of TCIL after the Scheme becomes effective.



Equity shares to be issued and allotted by TCIL to the equity shareholders of SHRIL pursuant to Clause 8.1 of this Scheme, in respect of any equity shares in SHRIL which are held in abeyance under the provisions of Section 206A of the Act or any corresponding provisions of Companies Act, 2013 or otherwise, pending allotment or settlement of dispute, by order of court or otherwise, be held in abeyance by TCIL.

- 8.9 If any equity shares of SHRIL held by the equity shareholders of SHRIL as on the Record Date are under any statutory lock-in, the equity shares issued and allotted by TCIL to such equity shareholders shall also be locked-in for the remainder of the lock-in period as per applicable laws.
- 8.10 Approval of this Scheme by the shareholders of TCIL shall be deemed to be the due compliance of the provisions of Section 81(1A) and the other relevant and applicable provisions of the Act or any corresponding provisions of Companies Act, 2013 or any other applicable law for the issue and allotment of equity shares by TCIL, as provided in this Scheme.
- 8.11 The approval of this Scheme by the shareholders of TCIL and SHRIL under Sections 391 and 394 of the Act or any corresponding provisions of Companies Act, 2013 shall be deemed to have the approval under Sections 16, 31 and other applicable provisions of the Act or any corresponding provisions of Companies Act, 2013 and any other applicable law, including but not limited to Securities and Exchange Board of India (Substantial Acquisition of Shares and

Takeovers) Regulations, 2011, as amended and any other consents and approvals required in this regard.

9 ACCOUNTING TREATMENT IN THE BOOKS OF TCIL

- 9.1 With effect from the Appointed Date, all the assets and liabilities of Residual SHRIL shall be transferred to and vested in TCIL and shall be recorded at their respective fair values as may be determined by Board of Directors of TCIL.
- 9.2 Inter-company balances, if any, will be cancelled.
- 9.3 Inter-company investments, if any, will be cancelled.
- 9.4 TCIL shall credit to the Share Capital Account in its books of account the aggregate face value of the equity shares of TCIL issued and allotted by it to Clause 8 on merger of Residual SHRIL to the shareholders of SHRIL pursuant to this Scheme.
- 9.5 The difference, between the fair value of net assets of Residual SHRIL transferred to TCIL and recorded by TCIL pursuant to the order of the jurisdictional High Court(s) in accordance with Clause 7 over the face value of equity shares allotted by TCIL pursuant to Clause 8 of this Scheme shall, in case of there being a deficit, be debited to Goodwill Account. In case of there being a surplus, the same shall be credited to Capital Reserve Account.
- 9.6 In case of any differences in accounting policy between SHRIL and TCIL, the accounting policies, as may be directed by the Board of Directors of the TCIL will prevail and the difference till the Appointed Date will be quantified and adjusted in the General Reserve Account or any other reserve as may be determined by the Board of Directors of TCIL, to ensure that the financial statements of TCIL reflect the financial position on the basis of consistent accounting policy.

10 COMBINATION OF AUTHORISED SHARE CAPITAL

- 10.1 Upon sanction of this Scheme, the authorised share capital of the TCIL shall stand increased without any further act, instrument or deed on the part of TCIL including payment of stamp duty and fees payable to Registrar of Companies, by the authorised share capital of SHRIL as on the Effective Date and the Memorandum of Association and Articles of Association of TCIL (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 of TCIL to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under the applicable provisions of the Act or any corresponding provisions of Companies Act, 2013 would be required to be separately passed, as the case may be and for this purpose the stamp duty and fees paid on the authorized share capital of SHRIL shall be utilized and applied to the increased authorized share capital of TCIL and there would be no requirement for any further payment of stamp duty and/or fee by TCIL for increase in the authorised share capital to that extent.

10.2 Accordingly upon sanction of this Scheme, Clause V of the Memorandum of Association of TCIL be and is hereby replaced with the following:

"V. The authorized share capital is Rs. Rs. 3,83,50,00,000 divided into 1,43,08,27,060 equity shares of Re. 1/- each, 11,47,60,000 'Class A', 4.65% cumulative non-convertible redeemable preference shares of Rs. 10 each, 3,55,294 'Class B' 0.001% cumulative convertible redeemable preference shares of Rs. 10 each, 3,02,000 'Class C' 0.001% cumulative convertible redeemable preference shares of Rs. 10 each and 12,50,00,000 preference shares of Rs. 10 each."

It is clarified that the approval of the members of TCIL to the Scheme shall be deemed to be their consent/ approval also to the alteration of the Memorandum and Articles of Association of TCIL as may be required under the Act or any corresponding provisions of Companies Act, 2013.

11 DISSOLUTION OF SHRIL

- 11.1 On the Scheme becoming effective, SHRIL shall stand dissolved without being wound-up.
- 11.2 On and with effect from the Effective Date, the name of SHRIL shall be struck off from the records of the Registrar of Companies, Chennai. TCIL shall make necessary filings in this regard.

PART D

GENERAL TERMS & CONDITIONS

12 CONSOLIDATION OF FRACTION ENTITLEMENT

- 12.1 Fractional entitlements, if any, by TCIL, to the equity shareholders of SHRIL at the time of issue and allotment of equity shares under Clause 5.1 and Clause 8.1 above shall be consolidated.
- 12.2 If as a result of consolidation of the fractional entitlement one whole share can be issued to the shareholder then TCIL shall issue the same to the shareholders of SHRIL. Balance fraction entitlement, if any shall be dealt with as mentioned in Clause 12.3 below.
- 12.3 In respect of all the balance fractional entitlements, after giving effect to Clause 12.1 and Clause 12.2 above, at the time of issue and allotment of equity shares the Board of Directors of TCIL shall consolidate all fractional entitlements, and allot equity shares in lieu thereof to a Director or such other authorized representative(s) as the Board of Directors of TCIL shall appoint in this behalf, who shall hold the equity shares issued in TCIL, in trust on behalf of the equity shareholders entitled to fractional entitlements with the express understanding that such director(s) or other authorized representative(s) shall sell the same in the market at such time or times and at such price or prices and to such person or persons, as it/he/they may deem fit, and pay to TCIL, the net sale proceeds thereof, whereupon TCIL shall distribute such net sale proceeds (after deduction of applicable taxes), to the equity shareholders in proportion to their respective fractional entitlements. The Board of Directors of TCIL, if it deems necessary, in the interests of allottees, approve such other method in this behalf as it may, in its absolute discretion, deem fit.

13 CHANGE OF NAME

Upon the Scheme becoming effective, with effect from the Appointed Date, the name of TCIS may be changed to "Sterling Holiday Resorts (India) Limited" or such other name as may be approved by the Registrar of Companies, subject to TCIS filing all necessary forms and applications with the Registrar of Companies in this regard. Approval of the shareholders of TCIL, TCIS and SHRIL to the Scheme shall be considered as the approval required under the provisions of Companies Act, 1956 or any corresponding provisions of the Companies Act, 2013 for such change of name.

14 CONDUCT OF BUSINESS TILL EFFECTIVE DATE

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

- 14.1 SHRIL shall, in respect of the Demerged Undertaking and the Residual SHRIL, be deemed to have been carrying on and shall carry on its business and activities and shall hold and stand possessed of and hold all its properties and assets for and on account of and in trust for TCIS

and TCIL respectively. SHRIL hereby undertakes to hold its said assets with utmost prudence until the Effective Date.

14.2 All the profits or income accruing or arising to SHRIL, in respect of the Demerged Undertaking and Residual SHRIL or expenditure or losses arising to or incurred by SHRIL in respect of the Demerged Undertaking and Residual SHRIL, shall for all purposes and intents be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses (as the case may be) of TCIS and TCIL respectively.

14.3 SHRIL shall carry on the business and activities with reasonable diligence and prudence and shall not without the prior written consent of TCIS and TCIL respectively, alienate, charge, mortgage, encumber or otherwise deal with or dispose-off, the Demerged Undertaking and Residual SHRIL, except in the ordinary course of business. SHRIL shall not undertake any new businesses within the Demerged Undertaking and Residual SHRIL except in the ordinary course of its business.

14.4 Where any of the liabilities and obligations attributed to the Demerged Undertaking and Residual SHRIL, has been discharged by SHRIL, on or after the Appointed Date but before the Effective Date, such discharge shall be deemed to have been for and on behalf of TCIS and TCIL respectively.

14.5 All loans raised and liabilities incurred by SHRIL, after the Appointed Date but before the Effective Date, for operations of the Demerged Undertaking and Residual SHRIL shall be discharged by TCIS and TCIL respectively on or after the Effective Date.

14.6 SHRIL shall not vary the terms and conditions of service of the employees or conclude settlements with unions or employees, except in the ordinary course of business or consistent with past practice or pursuant to any pre-existing obligation without the prior written consent of the Board of Directors of TCIS and TCIL respectively.

15 STAFF, WORKMEN & EMPLOYEES

15.1 On the Scheme becoming effective, all the employees of the Demerged Undertaking of SHRIL and employees of Residual SHRIL shall become the employees of TCIS and TCIL respectively, without any break or interruption in their services, on same (but in any case no less favourable) terms and conditions on which they are engaged as on the Effective Date. TCIS and TCIL further agree that for the purpose of payment of any retirement benefit / compensation, such

immediate uninterrupted past services with the Demerged Undertaking of SHRIL and Residual SHRIL, shall also be taken into account. TCIS and TCIL respectively undertake to continue to abide by the terms of agreement / settlement entered into by SHRIL, with employees' union / employee or associations of the Demerged Undertaking and Residual SHRIL.

15.2 The accounts/ funds of the employees whose services are transferred under Clause 15.1 above, relating to superannuation, provident fund and gratuity fund shall be identified, determined and transferred to the respective Trusts / Funds of TCIS and TCIL and such employees shall be deemed to have become members of such Trusts / Funds of TCIS and TCIL.

15.3 Employees Stock Options:

15.3.1 In respect of the stock options, stock purchase options granted by SHRIL or any other right to subscribe or purchase the equity shares of SHRIL (collectively referred to as "**Stock Options**") under the employees' stock options schemes, employees stock purchase schemes and agreements of SHRIL as of the Effective Date (collectively referred to as "**SHRIL Stock Options and Stock Purchase Schemes**"), to the employees engaged in the Demerged Undertaking and Residual SHRIL, respectively, the Stock Options, which have been granted but have not exercised as of the Record Date, by such employees, shall lapse (such lapsed options being hereafter referred to as "**Lapsed Options of SHRIL**", and such employees of SHRIL engaged in the Demerged Undertaking and Residual SHRIL, whose stock options granted under the SHRIL Stock Options and Stock Purchase Schemes would lapse being hereinafter collectively referred to as the "**Grantees of Lapsed Options**" and individually as "**Grantee of Lapsed Options**"). In respect of Stock Options, which have been exercised upto the Record Date, SHRIL shall issue and allot fully paid-up equity shares of SHRIL for exercised options as per the terms and conditions of SHRIL Stock Options and Stock Purchase Schemes or as decided by the Board of Directors of SHRIL.

15.3.2 In order to compensate the Grantees of Lapsed Options in respect of the Lapsed Options of SHRIL, TCIL shall grant, and shall be deemed to have granted, to each Grantee of Lapsed Options, on the Effective Date, in lieu of the Lapsed Options of SHRIL, in pursuance of this Scheme, in the following proportion in consideration for the transfer of the Demerged Undertaking and the amalgamation of Residual SHRIL (hereinafter referred to as "**TCIL Stock Options**"):

"120 (One hundred and twenty) stock options of TCIL for every 100 (One hundred) Lapsed Options of SHRIL"

This grant of TCIL Stock Options by TCIL to each Grantee of Lapsed Options shall be, and shall be deemed to be, at an exercise price equal to the exercise price at which such Grantee of Lapsed Options had been granted the Lapsed Options of SHRIL by SHRIL. The terms and

conditions of the TCIL Stock Options including vesting schedule, lock in period, and pricing shall be same as that provided for in the SHRIL Stock Options and Stock Purchase Schemes. The vesting period expired under the SHRIL Stock Options and Stock Purchase Schemes shall be taken into consideration for calculating the vesting period in relation to the TCIL Stock Options required under applicable law or under agreement or deed.

- 15.3.3 The consent of the shareholders of SHRIL and TCIL to this Scheme shall be deemed to be their consent in relation to all matters pertaining to the Stock Options and the TCIL Stock Options and all related matters as set out in this Scheme. No further approval of the shareholders of SHRIL and TCIL would be required in this connection under Section 81(1A) of the Act and Securities and Exchange Board of India (Employee Stock Option Scheme and Employee Stock Purchase Scheme) Guidelines, 1999.

16 LEGAL PROCEEDINGS

- 16.1 All legal proceedings of whatsoever nature by or against SHRIL pending and/or arising before the Effective Date and relating to the Demerged Undertaking and Residual SHRIL, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against TCIS and TCIL respectively, as the case may be in the same manner and to the same extent as would or might have been continued and enforced by or against SHRIL.

- 16.2 After the Appointed Date, if any proceedings are taken against SHRIL in respect to the matter referred in the preceding clause, they shall prosecute and defend the same, as the case may be, at the cost of TCIS and TCIL respectively, and the TCIS and TCIL respectively shall reimburse and indemnify SHRIL against all liabilities and obligations incurred by respective companies in respect thereof.

- 16.3 TCIS and TCIL, respectively, undertake to have all legal or other proceedings initiated by or against the Demerged Undertaking and Residual SHRIL referred in Clause 16.1 above transferred into their name and to have the same continued, prosecuted, defended and enforced as the case may be by or against TCIS and TCIL, respectively, to the exclusion of SHRIL.

17 CONTRACTS, DEEDS AND OTHER INSTRUMENTS

- 17.1 Subject to the other provisions of this Scheme, all contracts, deeds, bonds, insurance, letters of intent, undertakings, arrangements, policies, agreements (including shareholders agreements and investor agreements) and other instruments, if any, of whatsoever nature pertaining to the Demerged Undertaking and Residual SHRIL, to which SHRIL is a party and subsisting or

having effect on the Effective Date, shall be in full force and effect against or in favour of TCIS and TCIL respectively, as the case may be, and may be enforced by or against TCIS and TCIL respectively as fully and effectually as if, instead of SHRIL, TCIS and TCIL respectively had been a party thereto.

17.2 TCIS and TCIL shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which SHRIL will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or becomes necessary. TCIS and TCIL shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of SHRIL and to implement or carry out all formalities required on the part of SHRIL to give effect to the provisions of this Scheme.

17.3 Without prejudice to the aforesaid, it is clarified that if any assets (estate, claims, rights, title, interest in or authorities relating to such assets) or any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the Demerged Undertaking which SHRIL owns or to which SHRIL is a party to cannot be transferred to TCIS ("**Remaining Assets**") in the manner set out in this Scheme for any reason whatsoever, then the Remaining Assets shall form part of the Residual SHRIL and shall be transferred to TCIL in the manner set out in the Scheme and TCIL shall hold such asset or contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of TCIS, insofar as it is permissible so to do, till such time as the transfer is effected

18 **SAVING OF CONCLUDED TRANSACTIONS**

The transfer of properties and liabilities as envisaged in this Scheme and the continuance of proceedings by or against SHRIL shall not affect any transaction or proceedings already concluded by SHRIL on or after the Appointed Date till the Effective Date, to the end and intent that TCIS and TCIL accepts and adopts all acts, deeds and things done and executed by SHRIL in respect thereto as done and executed on behalf of TCIS and TCIL.

19 **APPLICATION TO HIGH COURT**

SHRIL, TCIS and TCIL shall make all necessary applications under Sections 391 to 394 and other applicable provisions of the Act or any corresponding provisions of Companies Act, 2013 to the High Court of Judicature at Bombay and High Court of Judicature at Madras, respectively for seeking approval of the Scheme and for dissolution of SHRIL without being wound up.

20 MODIFICATION OR AMENDMENTS TO THE SCHEME

SHRIL, TCIS and TCIL by their respective Boards of Directors (the "Board", which term shall include Committee thereof), may assent to/make and/or consent to any modifications/amendments to the Scheme or to any conditions or limitations that the jurisdictional High Court(s) and/or any other Authority under law may deem fit to direct or impose, or which may otherwise be considered necessary, desirable or appropriate as a result of subsequent events or otherwise by them (i.e. the Board). SHRIL, TCIS and TCIL by their respective Board are authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whatsoever for carrying the Scheme into effect, whether by reason of any directive or Order of any other authorities or otherwise howsoever, arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

21 CONDITIONALITY OF THE SCHEME

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

Receipt of approval from the Competition Commission of India for this Scheme in form and substance reasonable satisfactory to SHRIL, TCIS and TCIL or on the expiry of the statutory time period pursuant to which such approval is deemed to have been granted.

- 21.2 The Scheme being approved by the requisite, majorities in number and value of the various class of shareholders and/or creditors (where applicable) of SHRIL, TCIS and TCIL as may be directed by the jurisdictional High Court(s).
- 21.3 The Scheme being approved by the shareholders of SHRIL, TCIS and TCIL through a special resolution passed through postal ballot and e-voting and the votes cast by the public shareholders in favour of the Scheme being in accordance with the terms of the SEBI Circulars.
- 21.4 Receipt of pre-filing and post sanction approvals of the relevant Stock Exchanges and SEBI in terms of the SEBI Circulars, as applicable.
- 21.5 The Scheme being sanctioned by the jurisdictional High Court(s) or any other authority under Sections 391 to 394 and other applicable provisions of the Act or any corresponding provisions of Companies Act, 2013.

- 21.6 Certified copies of the Orders of the jurisdictional High Court(s) sanctioning the Scheme being filed with the Registrar of Companies, Chennai, by SHRIL and Registrar of Companies, Mumbai by TCIS, and TCIL respectively.
- 21.7 The requisite consent, approval or permission of any other statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme.
- 21.8 The provisions contained in this Scheme are inextricably inter-linked with the other provisions and the Scheme constitutes an integral whole. The Scheme would be given effect to only if is approved in its entirety unless specifically agreed otherwise by the Board of Directors / Committee of SHRIL, TCIS and TCIL.
- 21.9 Upon the sanction of this Scheme and upon this Scheme becoming effective, the following shall be deemed to have occurred on the Appointed Date and become effective and operative only in sequence and in the order mentioned hereunder:
- 21.9.1 Transfer of Demerged Undertaking from SHRIL to TCIS;
- 21.9.2 Amalgamation of the Residual SHRIL into TCIL.

22 EFFECT OF NON-RECEIPT OF APPROVALS

In the event of any of the said sanctions and approvals referred to in the preceding Clause not being obtained and/ or the Scheme not being sanctioned by the jurisdictional High Court(s) or such other competent authority and / or the Order not being passed as aforesaid before December 31, 2015 or within such further period or periods as may be agreed upon between SHRIL, TCIS and TCIL by their Boards of Directors (and which the Boards of Directors of the Company are hereby empowered and authorised to agree to and extend the Scheme from time to time without any limitation) this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law.

23 COSTS, CHARGES AND EXPENSES

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of SHRIL, TCIS and TCIL arising out of or incurred in connection

with and implementing this Scheme and matters incidental thereto shall be borne by TCIL and TCIS, as mutually agreed by Board of Directors of TCIL and TCIS.

24 SHAREHOLDING PATTERN

The shareholding pattern of TCIS, TCIL and SHRIL prior to and immediately upon implementation of the Scheme has been set out in **Annexure 1, Annexure 2 and Annexure 3**, respectively.

TRUE-COPY

[Handwritten signature]
(K. K. TRIVEDI)
CHIEF JUSTICE
HIGH COURT
BOMBAY

Certified to be TRUE COPY
For RAJESH SHAH & CO.

[Handwritten signature: Rajesh Shah]
Advocate for the Petitioner/Applicant



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY SCHEME PETITION NO. 100 OF 2015.
CONNECTED WITH
COMPANY SUMMONS FOR DIRECTION NO. 891 OF 2014.

In the matter of:
The Companies Act, 1956

And

In the matter of:
Sections 391 to 394 read with Sections 100 to 103 of
the Companies Act, 1956 and Section 52 of the
Companies Act, 2013.

And

In the matter of:
Thomas Cook Insurance Services (India) Limited, a
company incorporated under the provisions of the
Companies Act, 1956 and having its registered office
at Thomas Cook Building, Dr. D.N. Road, Fort,
Mumbai – 400 001.

And

In the matter of:
The Composite Scheme of Arrangement and
Amalgamation of Sterling Holiday Resorts (India)
Limited, a company incorporated under the provisions
of the Companies Act, 1956 and having its registered
office at #7, 3rd Cross Street, "Citi Tower", Kasturba
Nagar, Adyar, Chennai - 600 020. ("**Transferor
Company**") with Thomas Cook Insurance Services
(India) Limited, a company incorporated under the
provisions of the Companies Act, 1956 and having its
registered office at Thomas Cook Building, Dr. D.N.
Road, Fort, Mumbai – 400 001 ("**Resulting Company
No. 1**" or "**Petitioner Company**") Thomas Cook
(India) Limited, a company incorporated under the
provisions of the Companies Act, 1956 and having its
registered office at Thomas Cook Building, Dr. D.N.
Road, Fort, Mumbai – 400 001 ("**Resulting Company
No. 2**") and their respective shareholders and creditors.

Thomas Cook (India) Limited,
..... Petitioner Company.

AUTHENTICATED COPY OF ORDER DATED 2nd JULY,
2015 AND AMENDED COPY OF SCHEME OF
AMALGAMATION ANNEXED TO COMPANY SCHEME
PETITION.

Applied on..... 03/07/2015
Engrossed on..... 31/07/2015
Section Writer.....
Folios.....
Examined by.....
Corroperated with..... 01 AUG 2015
Ready on.....
Delivered on..... 01 AUG 2015

M/S RAJESH SHAH & CO.
Advocates for the Petitioner
16, Oriental Building,
30, Nagindas Master Road,
Flora Fountain, Fort,
Mumbai – 400 001.

IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH

C. P. (CAA) No.3339 of 2019

In

C. A. (CAA) No.2287 of 2019

In the matter of the Companies Act, 2013; and
In the matter of Sections 230 to 232 read with
Sections 52, 55 and 66 of the Companies Act,
2013 and other applicable provisions of the
Companies Act, 2013; and In the matter of
Composite Scheme of Arrangement and
Amalgamation amongst TC Forex Services
Limited and Travel Corporation (India)
Limited and TC Travel Services Limited and
SOTC Travel Management Private Limited and
Thomas Cook (India) Limited and Qess Corp
Limited and their respective shareholders
("the scheme")

TC FOREX SERVICES LIMITED ...the First Petitioner Company

TRAVEL CORPORATION (INDIA) LIMITED

...the Second Petitioner Company

TC TRAVEL SERVICES LIMITED ...the Third Petitioner Company

SOTC TRAVEL MANAGEMENT PRIVATE LIMITED

...the Fourth Petitioner Company

THOMAS COOK (INDIA) LIMITED ...the Fifth Petitioner Company

Order delivered on 10th October 2019

CORAM:

Hon'ble Shri Bhaskara Pantula Mohan, Member (Judicial)
Hon'ble Shri Shyam Babu Gautam, Member (Technical)

For the Petitioner(s): Mr. Hemant Sethi, i/b Hemant Sethi & Co.
Advocates

Per Shri Bhaskara Pantula Mohan, Member (Judicial)



ORDER

1. The sanction of this Tribunal is sought under Sections 230 to 232 of the Companies Act, 2013, to the Composite Scheme of Arrangement and Amalgamation amongst TC Forex Services Limited and Travel Corporation (India) Limited and TC Travel Services Limited and SOTC Travel Management Private Limited and Thomas Cook (India) Limited and Quess Corp Limited and their respective shareholders ("the scheme").
2. The said Composite Scheme was approved by the board in their meeting on 23rd April 2018 and 19th December 2018. Further, Quess Corp Limited (Quess) has issued its equity shares to Amazon.com NV Investment Holdings LLC, a foreign portfolio investor on a preferential issue basis on 26th September 2019. Quess has sought the approval from its shareholders for the said preferential issue on 8th August 2019. The CCI, BSE and NSE have also consented to the said preferential issue. As per clause 32.2 of the Scheme in case the capital structure of the Fifth Petitioner Company and/or Quess is altered prior to the Scheme being approved, then the share entitlement ratio for Part D of the Scheme shall be appropriately adjusted. The Board of Directors of the Petitioner Companies and Quess shall be required to adjust the share entitlement ratio appropriately. Accordingly, the Board of Directors of Petitioner Companies and Quess vide their resolution dated 3rd October 2019 and the powers delegated to them pursuant to Clause 32.2 which has been duly approved by the shareholders of Petitioner Companies and Quess, have adjusted the share entitlement ratio based on Valuation report dated 3rd October 2019 issued by TPG & Co. Chartered Accountant and Fairness Opinion dated 3rd October 2019 issued by RBSA Capital Advisors LLP, Category I Merchant Bankers. The copy of said Board Resolution, Valuation report, Fairness Opinion and updated Scheme is filed with this tribunal vide separate Additional Affidavit on 9th October 2019. The Board of Directors of the Petitioner Companies have approached the Tribunal for sanction of the updated Composite Scheme of Arrangement and Amalgamation as filed along with the abovementioned Additional Affidavit.



3. The First Petitioner Company is engaged in offering a complete range of travel related foreign exchange products. The wide range of products provided by TCF includes currency notes, travel cards and traveller's cheques etc. TCF is registered with the RBI as a Full Fledged Money Changer and deals in buying, selling and conversion of all types of foreign currencies. The Second Petitioner Company engaged in the business of handling inward foreign tourist activity in India including independent and conducted tours, safaris, expeditions, conferences, meetings and other group movements and also to handle similar foreign tourist activity in other parts of the world through its own offices and agents and correspondents. The Third Petitioner Company engaged in the business of travel and ticketing business and offers a wide range of services including airline ticketing, booking hotel accommodation, visa and passport facilitation, travel insurance etc. The Fourth Petitioner Company is engaged in the business travel agents and tour operators and booking and reserving accommodation, seats berths for passenger, persons, for carriage by air, sea, lands, waterways and work as agents for airlines, shipping, tour operators, railways, travel agencies, and cruises within India or outside India. The Fifth Petitioner Company engaged in the following broad segments either directly and/ or indirectly through its subsidiaries, joint ventures and associates:
- a. Financial services – which includes wholesale and retail purchase and sale of foreign currencies and paid documents including prepaid, forex cards, wire transfers, etc.;
 - b. Travel and related services – which includes tour operations, travel management, visa services, travel insurance, destination management services, MICE and other related services;
 - c. Vacation ownership and resorts business – which includes time share holiday's business, resort management, resort construction, etc.; and
 - d. Human resource services – which includes staffing services for conducting tours and other businesses, talent development and training, resource management business.



facilities management services, selection services, food services and engineering services

4. The Rational for Scheme –

1. TCIL is engaged in the following broad segments either directly and/ or indirectly through its subsidiaries, joint ventures and associates - financial services, travel and related services, vacation ownership and resorts business and human resource services.
2. TCI is a wholly owned subsidiary of TCIL and is engaged in the business of handling inward foreign tourist activity in India including independent and conducted tours, safaris, expeditions, conferences, meetings and other group movements and also to handle similar foreign tourist activity in other parts of the world through its own offices and agents and correspondents.
3. TCF is a wholly owned subsidiary of TCIL and is engaged in the business of providing complete range of travel related foreign exchange products. The wide range of products provided by TCF includes currency notes, travel cards and traveller's cheques etc. TCF is registered with the RBI as full-fledged money changer and deals in buying, selling and conversion of all types of foreign currencies.
4. TCTSL is a wholly owned subsidiary of TCIL and is engaged in the travel and ticketing business. TCTSL offers a wide range of services including airline ticketing, booking hotel accommodation, visa and passport facilitation, travel insurance etc.
5. SOTC TRAVEL is a wholly owned subsidiary of TCIL and is engaged in the business of travel agents and tour operators and allied services.
6. Quess is India's leading integrated business services provider and is engaged in providing services in the fields of: (i) industrial asset management, (ii) integrated facility management, (iii) human resource services, (iv) global technology solutions, and (v) internet business. Quess excels in helping large and emerging companies manage their core activities by leveraging its integrated service offerings



across industries and geographies which provides significant operational efficiencies to its client.

7. TCIL is streamlining its business and proposes to demerge its Human Resource Services Business and consolidate its travel related businesses carried on by its wholly owned subsidiaries viz. Transferor Companies. As part of this arrangement, the Inbound Business of TCI will be demerged into SOTC TRAVEL and thereafter, the residual business of TCI will be merged along with the other wholly owned subsidiaries viz. TCTSL and TCF with TCIL. This arrangement is in consonance with the global corporate practices which intend and seek to achieve flexibility and integration of size, scale and financial strength, in the business carried on by TCIL. Further, TCIL will demerge Demerged Undertaking 2 which is the Human Resource Services Business into Quess. Upon segregation of identified business undertakings and amalgamation, TCIL, SOTC TRAVEL and Quess shall achieve higher long-term financial returns, increased competitive strength, cost reduction and efficiencies, productivity gains, and logistical advantages, thereby significantly contributing to future growth in their respective business verticals. Apart from the various benefits/advantages stated and illustrated above, the management of TCIL, SOTC TRAVEL, Quess and Transferor Companies are of the opinion that the following benefits shall also be enjoyed and realized by all the stakeholders:

- (i) Streamlining businesses: Currently, TCIL along with its subsidiaries, joint ventures and associate companies is engaged in various businesses such as financial services, travel and related services, vacation ownership and resorts business and human resource services. SOTC TRAVEL is engaged in business of tours & travels, travel agents, tour operators etc. Further, Transferor Companies are engaged in business of forex, tours etc. Quess is India's leading integrated business services provider and is engaged in providing services in the field of: (i) industrial asset management, (ii) integrated facility management, (iii) human resource services, (iv) global



technology solutions, and (v) internet business. In order to streamline the business both from operating and management perspective, it is proposed to consolidate alike businesses into a single identified entity and segregate other businesses into another identified entity creating a niche dedicated and focused business segment without any risk or overlap of one business over the other. Accordingly, the Inbound Business of TCI will be demerged into SOTC TRAVEL and residual TCI, TCF and TCTSL will amalgamate into TCIL. The 'Human Resource Service Business' carried on by TCIL through itself and through Quess has significant potential for growth and profitability. The nature of risk, challenges, competition, opportunities for the 'Human Resource Service Business' is distinct and separate from the travel related business carried on by TCIL. The 'Human Resource Service Business' is capable of attracting a different set of investors, strategic partners and stakeholders. The proposed Scheme would create enhanced value for the stakeholders.

- (ii) Resources: The Scheme will improve organizational capability arising from the pooling of human capital that have diverse skills, talent, and vast experience, and facilitate mobility of human resources of Transferor Companies and the employees in the subsidiaries belonging to the Transferor Companies and vice versa, greater integration and greater employees' strength and flexibility for the amalgamated entity, which would result in maximizing overall shareholder value and will improve the competitive position of all the companies.
- (iii) Streamlining the holding in various operating companies of the group: The Scheme will result in administrative and operational rationalization, organizational efficiencies, and in economies of scale, reduction in overheads and other expenses and optimum utilization of resources, which will go a long way in strengthening the business model that would be competitive and cogent.



- (iv) Focused management: Pursuant to the Scheme, similar businesses will vest together thereby providing focused management and propel the growth of each business.
- (v) Efficiency in fund raising and de-risking businesses: With consolidation of like businesses, the companies can leverage on the combined strength of the businesses and raise funds efficiently as well as de-risk other businesses that are segregated.
- (vi) Reduction in number of companies and regulatory compliance thereof: TCI, TCF and TCTSL are wholly owned subsidiaries of TCIL. This will lead to a reduction of shareholding layers, overheads and facilitate administrative convenience.
8. The proposed corporate restructuring mechanism by way of a composite scheme of arrangement and amalgamation under the provisions of the Act is beneficial, advantageous and not prejudicial to the interests of the shareholders, creditors and other stakeholders of all the companies involved.
5. The authorised share capital of the First Petitioner Company as on 31st March 2019 is ₹ 200,000,000/- comprising of 20,000,000 equity shares of ₹ 10/- each and the Issued, Paid-up and Subscribed share capital is ₹ 118,451,330/- comprising of 11,845,133 equity shares of ₹ 10/- each.
6. The authorised share capital of the Second Petitioner Company as on 31st March 2019 is ₹ 194,300,000/- comprising of 19,430,000 equity shares of ₹ 10/- each and ₹ 3,000,000,000 comprising of 300,000,000 Preference Shares of ₹ 10/- each and the Issued, Paid-up and Subscribed share capital is ₹ 16,499,310/- comprising of 1,649,931 Equity Shares of ₹10 each and ₹ - 2,637,092,640 comprising of 263,709,264 Preference Shares of ₹ 10/- each.
7. The authorised share capital of the Third Petitioner Company as on 31st March 2019 is ₹ 250,000,000/- comprising of 25,000,000 equity shares of ₹ 10/- each and the Issued, Paid-up and



Subscribed share capital is ₹ 250,000,000/- comprising of 25,000,000 Equity Shares of ₹10 each.

8. The authorised share capital of the Fourth Petitioner Company as on 31st March 2019 is ₹ 100,000/- comprising of 10,000 equity shares of ₹ 10/- each and the Issued, Paid-up and Subscribed share capital is ₹ 100,000/- comprising of 10,000 Equity Shares of Rs. 10 each.
9. The authorised share capital of the Fifth Petitioner Company as on 31st March 2019 is ₹ 1,335,000,000/- comprising of 1,335,000,000 equity shares of ₹ 1/- each and ₹ 2,500,000,000 comprising of 250,000,000 Preference Shares of ₹ 10/- each and the Issued, Paid-up and Subscribed share capital is ₹ 370,728,308/- comprising of 370,728,308 Equity Shares of Rs. 1/- each.
10. Upon the coming into effect of this Scheme, and in consideration of the transfer and vesting of the Demerged Undertaking 1 (more clearly defined in the Scheme) of TCI in SOTC TRAVEL, SOTC TRAVEL shall, immediately following such transfer and vesting of the Demerged Undertaking 1 of TCI into SOTC TRAVEL as described in Clause 5 of the Scheme without any further application, act, instrument or deed, issue and allot NCOCPs to all the equity and preference shareholders of TCI, whose names appear in the register of members on the Record Date 1 (more clearly defined in the Scheme), in the following manner:
 - (i) 75 NCOCPs of SOTC TRAVEL of INR 10/- each fully paid up for 100 equity shares held in TCI of INR 10/- each fully paid up; and
 - (ii) 75 NCOCPs of SOTC TRAVEL of INR 10/- each fully paid up for 100 preference shares held in TCI of INR 10/- each fully paid up.

As all the Transferor Companies are wholly-owned subsidiaries of TCIL, no consideration shall be payable pursuant to the amalgamation of Transferor Companies into TCIL, and the equity shares and preference shares held by TCIL on its own and together with its nominees in the respective Transferor Companies, as



applicable, shall stand cancelled without any further act, application or deed.

Upon the coming into effect of this Scheme, and in consideration of the transfer and vesting of the Demerged Undertaking 2 (more clearly defined in the Scheme) of TCIL in Quess, Quess shall, immediately following the transfer and vesting of the Demerged Undertaking 2 of TCIL into Quess described in Clause 31 of the Scheme, without any further application, act, instrument or deed, issue and allot equity shares to all the equity shareholders of TCIL, whose names appear in the register of members as on the Record Date 2 (more clearly defined in the Scheme), fully paid up equity shares of Quess in the following manner ("Share Entitlement Ratio"):

"1889 equity shares of Quess of INR 10/- each fully paid up for every 10,000 equity shares held in TCIL of INR 1/- each fully paid up."

11. The Regional Director has filed his report dated 10th October, 2019 stating therein that, save and except as stated below, it appears that the Scheme is not prejudicial to the interest of shareholders and public. In paragraph IV of the said Report, it is stated that:

a) In compliance of AS-14 (IND AS-103), the Petitioner Companies shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards such as AS-5(IND AS-8) etc.

b) Petitioner Company have to undertake to comply with section 232(3)(i) of the Companies Act, 2013, where the transferor company is dissolved, the fee, if any, paid by the transferor company on its authorised capital shall be set-off against any fees payable by the transferee company on its authorised capital subsequent to the amalgamation and therefore, petitioners to affirm that they comply the provisions of the section.

c) As per Definition of the Scheme,



“Appointed Date” means 31st March, 2019 such other date as may be fixed or approved by the National Company Law Tribunal, Mumbai Bench or such other competent authority. And

“Effective Date” means the Appointed Date or the date on which the last of conditions referred to in Clause 48 hereof have been fulfilled, whichever is later.

In this regard, it is submitted that Section 232(6) of the Companies Act 2013 states that the scheme under this section shall clearly indicate as appointed date from which it shall be effective and the scheme shall be deemed to be effective from such date and not at a date subsequent to the appointed date. However, this aspect may be decided by the Hon’ble Tribunal taking into account its inherent powers.

Further, the Petitioners may be asked to comply with the requirement and clarified vide circular no F.No.7/12/2019/CL-1 dated 21.08.2019 issued by the Ministry of Corporate Affairs.

d) As per records available in Directorate’s office (Inspection Cell), the Deponent submits that, the Ministry has ordered inspection u/s. 206(5) of the Companies Act, 2013 against Thomas Cook (India) Limited, (Transferee Company -2) vide letter no F.No.5/15/2019/CL-II (NR) dated 23.07.2019, for analysing the pattern of debit and credit transactions executed with Arush Forex Private Limited (U74999DL2010PTC201297), in this regards, the Hon’ble Tribunal may pass the order deem fit.

12. In response to the above observations made by the Regional Director in his report, the Petitioner Companies undertakes and clarifies as under :

i. As far as the observations made in paragraph IV (a) of the Report of Regional Director is concerned, the Transferee Company undertakes that in addition to compliance of AS-14 (IND AS-103), to the extent applicable; the Transferee Company shall pass such accounting entries which are necessary in connection with the scheme to comply with other



applicable Accounting Standards such as AS-5(IND AS-8) etc.

- ii. As far as observations made in paragraph IV (b) of the Report of Regional Director is concerned, the Petitioner Companies states that, the Transferee Companies will be eligible for set-off of fees on the authorised share capital paid by the Transferor companies and thus comply with the provisions of Section 232(3)(i) of the Companies Act, 2013.
- iii. As far as the observations made in paragraph IV (c) of the Report of Regional Director is concerned, the Transferee Company confirms that as per Clause 1.4 of the Scheme, "Appointed Date" means April 1, 2019. Further, Clause 3.1 the Scheme specifies that the Scheme shall be effective from the Appointed Date but shall be operative from the Effective Date. In this regard, it is submitted that, in terms of provisions of section 232(6) of the Companies Act, 2013, the Scheme shall be deemed to be effective from 1st April 2019 i.e. the Appointed Date. Thus, the Petitioner Companies will be complying with the requirement and clarified vide circular no F.No.7/12/2019/CL-1 dated 21.08.2019 issued by the Ministry of Corporate Affairs.
- iv. As far as the observations made in paragraph IV (d) of the Report of Regional Director is concerned, Thomas Cook (India) Limited, (Transferee Company -2) states that they have filed a letter with the Ministry dated 9th October 2019 clarifying that
 - Post conclusion of the Scheme, TCIL, SOTC TRAVEL and Quesr will remain in existence and continue to operate and TCI, TCTSL and TCF will be amalgamated into TCIL and consequently dissolved without winding up.



- Pursuant to the above mentioned Composite Scheme, no interest of any foreign shareholder is impacted in any manner. Also, none of the parts of the Scheme envisage any outward remittance of funds from India to outside India. Further, no inward remittance from outside India to India is also envisaged under any of the part of the Scheme.
 - Further, post the Scheme becomes effective, the Transferee Company 2 will continue to remain in existence and we will extend our full support to the authorities in respect of the said inspection.
13. The clarifications and undertakings given by the Petitioner Companies to the observations made in the Report of the Regional Director are considered by this Bench and those are hereby accepted. Subsequently, this Bench hereby directs the Petitioner Companies to comply with the provisions/statements which the Petitioner Companies undertakes herein.
14. The Official Liquidator has filed his report dated 25th September, 2019 stating that the affairs of the Transferor Companies has been conducted in a proper manner.
15. From the material on record, the Scheme appears to be fair and reasonable and is not in violation of any provisions of law and is not contrary to public policy.
16. Since all the requisite statutory compliances have been fulfilled, the Company Petition No. 3339 of 2019 filed jointly by the Petitioner Companies 2019 and the updated Scheme filed vide a separate Additional Affidavit by the Petitioner Companies on 9th October 2019 is made absolute in terms of prayer clause (a) of Company Petition No 3339 of 2019.
17. The Petitioner Companies are directed to file a copy of this Order along with a copy of the Scheme with the concerned Registrar of



Companies, electronically, along with E-Form INC-28, in addition to the physical copy within 30 days from the date of receipt of the Order from the Registry, duly certified by the Designated Registrar of the National Company Law Tribunal, Mumbai Bench.

18. The Petitioner Companies to lodge a copy of this Order and the Scheme duly certified by the Designated Registrar, of National Company Law Tribunal, Mumbai Bench, with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, if any, on the same, within 60 days from the date of receipt of the Order.
19. All authorities concerned, to act on a copy of this Order along with the Scheme duly certified by the Designated Registrar of, National Company Law Tribunal, Mumbai Bench.
20. Any person interested in this Scheme, is at liberty to apply to the Tribunal in these matters for any directions or modification that may be necessary.
21. The Scheme is sanctioned and the appointed date of the Scheme is fixed as 1st April, 2019.

Sd/-
SHYAM BABU GAUTAM
MEMBER (TECHNICAL)

Sd/-
BHASKARA PANTULA MOHAN
MEMBER (JUDICIAL)

Certified True Copy
Date of Application: 11.10.2019
Number of Pages: 13
Fee Paid Rs: 65
Applicant called for the copy on: 01.11.2019
Copy prepared on: 01.11.2019
Copy issued on: 01.11.2019


Assistant Registrar
National Company Law Tribunal, Mumbai Bench



COMPOSITE SCHEME OF ARRANGEMENT AND AMALGAMATION

AMONGST

THOMAS COOK (INDIA) LIMITED

AND

TRAVEL CORPORATION (INDIA) LIMITED

AND

TC TRAVEL SERVICES LIMITED

AND

TC FOREX SERVICES LIMITED

AND

SOTC TRAVEL MANAGEMENT PRIVATE LIMITED

AND

QUESS CORP LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS

**(UNDER SECTIONS 230 TO 232 READ WITH SECTIONS 52, 55
AND 66 AND OTHER RELEVANT PROVISIONS OF THE
COMPANIES ACT, 2013)**

I. PREAMBLE

1. This Composite Scheme of Arrangement and Amalgamation ("**Scheme**") is presented pursuant to the provisions of Sections 230 to 232 read with 52, 55 and 66 and other relevant provisions of the Companies Act, 2013, as may be applicable, and also read with Sections 2 (19AA), 2(1B), and other relevant provisions of the IT Act, as may be applicable, for the:



- (i) demerger of the Demerged Undertaking 1 (*more particularly defined hereinafter*) of Travel Corporation (India) Limited (“**TCI**”) into SOTC Travel Management Private Limited (“**SOTC TRAVEL**”) on a going concern basis;
- (ii) subject to the demerger of the Demerged Undertaking 1, amalgamation of residual TCI, TC Travel Services Limited (“**TCTSL**”) and TC Forex Services Limited (“**TCF**”) into Thomas Cook (India) Limited (“**TCIL**”) and consequent dissolution of TCI, TCTSL and TCF without winding up; and
- (iii) subject to demerger of the Demerged Undertaking 1 with SOTC TRAVEL and amalgamation of residual TCI, TCTSL and TCF with TCIL, demerger of Demerged Undertaking 2 (*more particularly defined hereinafter*) of TCIL into Qness Corp Limited (“**Qness**”) on a going concern basis.

II. BACKGROUND AND DESCRIPTION OF THE COMPANIES

1. TCIL is a public limited company incorporated on October 21, 1978 under the Companies Act, 1956 with CIN L63040MH1978PLC020717 and having its registered office at Thomas Cook Building, Dr. D. N. Road, Fort, Mumbai 400001, Maharashtra. The equity shares of TCIL are listed on BSE Limited (“**BSE**”) and National Stock Exchange of India Limited (“**NSE**”). TCIL is currently engaged in the following broad segments either directly and/ or indirectly through its subsidiaries, joint ventures and associates:
 - a. Financial services – which includes wholesale and retail purchase and sale of foreign currencies and paid documents including prepaid, forex cards, wire transfers, etc.;
 - b. Travel and related services – which includes tour operations, travel management, visa services, travel insurance, destination management services, MICE and other related services;



- c. Vacation ownership and resorts business – which includes time share holiday’s business, resort management, resort construction, etc.; and
- d. Human resource services – which includes staffing services for conducting tours and other businesses, talent development and training, resource management business, facilities management services, selection services, food services and engineering services.
2. Qness is a public limited company incorporated on September 19, 2007 under the Companies Act, 1956 with CIN L74140KA2007PLC043909 and having its registered office at 3/3/2, Bellandur Gate, Sarjapur Main Road, Bangalore 560103, Karnataka. The equity shares of Qness are listed on BSE and NSE. Qness is India’s leading integrated business services provider and is engaged in providing services in the fields of: (i) industrial asset management, (ii) integrated facility management, (iii) human resource services, (iv) global technology solutions, and (v) internet business. Qness excels in helping large and emerging companies manage their non-core activities by leveraging its integrated service offerings across industries and geographies which provides significant operational efficiencies to its client.
3. TCI is a public limited company incorporated on July 19, 1961 under the Companies Act, 1956 with CIN U63040MH1961PLC012067 and having its registered office at 324, Dr. D. N. Road, Fort, Mumbai 400001, Maharashtra. TCI is engaged in the business of handling inward foreign tourist activity in India including independent and conducted tours, safaris, expeditions, conferences, meetings and other group movements and also to handle similar foreign tourist activity in other parts of the world through its own offices and agents and correspondents. TCI is a wholly owned subsidiary of TCIL.
4. TCTSL (formerly known as TC Travel And Services Limited) is a public limited company incorporated on October 15, 2008 under the Companies Act, 1956 with CIN U63040MH2008PLC187559 and having its registered office at 324, Dr. D.N. Road, Fort, Mumbai 400001, Maharashtra. TCTSL is engaged in the business



of travel and ticketing business and offers a wide range of services including airline ticketing, booking hotel accommodation, visa and passport facilitation, travel insurance etc. TCTSL is a wholly owned subsidiary of TCIL.

5. TCF (formerly known as Tata Capital Forex Limited) is a public limited company incorporated on November 7, 2006 under the Companies Act, 1956 with CIN U65921MH2006PLC238745 and having its registered office at 324, Dr. D. N. Road, Fort, Mumbai 400001, Maharashtra. TCF is engaged in offering a complete range of travel related foreign exchange products. The wide range of products provided by TCF includes currency notes, travel cards and traveller's cheques etc. TCF is registered with the RBI as Full Fledged Money Changer and deals in buying, selling and conversion of all types of foreign currencies. TCF is a wholly owned subsidiary of TCIL.
6. SOTC TRAVEL (formerly known as SITA Travels and Tours Private Limited) is a private limited company incorporated on April 20, 2001 under the Companies Act, 1956 with CIN U63040MH2001PTC131693 and having its registered office at 7th Floor, Tower A, Urmi Estate 95, Ganpatrao Kadam Marg, Lower Parel (W), Mumbai 400013, Maharashtra. SOTC TRAVEL is engaged in the business of travel agents and tour operators and booking and reserving accommodation, seats berths for passenger, persons, for carriage by air, sea, lands, waterways and work as agents for airlines, shipping, tour operators, railways, travel agencies, and cruises within India or outside India. SOTC TRAVEL is a wholly owned subsidiary of TCIL.

III. RATIONALE AND PURPOSE OF THE SCHEME

1. TCIL is engaged in the following broad segments either directly and/ or indirectly through its subsidiaries, joint ventures and associates - financial services, travel and related services, vacation ownership and resorts business and human resource services.



2. TCI is a wholly owned subsidiary of TCIL and is engaged in the business of handling inward foreign tourist activity in India including independent and conducted tours, safaris, expeditions, conferences, meetings and other group movements and also to handle similar foreign tourist activity in other parts of the world through its own offices and agents and correspondents.
3. TCF is a wholly owned subsidiary of TCIL and is engaged in the business of providing complete range of travel related foreign exchange products. The wide range of products provided by TCF includes currency notes, travel cards and traveller's cheques etc. TCF is registered with the RBI as full-fledged money changer and deals in buying, selling and conversion of all types of foreign currencies.
4. TCTSL is a wholly owned subsidiary of TCIL and is engaged in the travel and ticketing business. TCTSL offers a wide range of services including airline ticketing, booking hotel accommodation, visa and passport facilitation, travel insurance etc.
5. SOTC TRAVEL is a wholly owned subsidiary of TCIL and is engaged in the business of travel agents and tour operators and allied services.
6. Quess is India's leading integrated business services provider and is engaged in providing services in the fields of: (i) industrial asset management, (ii) integrated facility management, (iii) human resource services, (iv) global technology solutions, and (v) internet business. Quess excels in helping large and emerging companies manage their non-core activities by leveraging its integrated service offerings across industries and geographies which provides significant operational efficiencies to its client.
7. TCIL is streamlining its business and proposes to demerge its Human Resource Services Business (more particularly defined hereinafter) and consolidate its travel related businesses carried on by its wholly owned subsidiaries viz. Transferor Companies. As part of this arrangement, the Inbound Business (more particularly defined hereinafter) of TCI will be demerged into SOTC TRAVEL and thereafter, the residual business of TCI will be merged along



with the other wholly owned subsidiaries viz. TCTSL and TCF with TCIL. This arrangement is in consonance with the global corporate practices which intend and seek to achieve flexibility and integration of size, scale and financial strength, in the business carried on by TCIL. Further, TCIL will demerge Demerged Undertaking 2 which is the Human Resource Services Business into Quess. Upon segregation of identified business undertakings and amalgamation, TCIL, SOTC TRAVEL and Quess shall achieve higher long-term financial returns, increased competitive strength, cost reduction and efficiencies, productivity gains, and logistical advantages, thereby significantly contributing to future growth in their respective business verticals. Apart from the various benefits/advantages stated and illustrated above, the management of TCIL, SOTC TRAVEL, Quess and Transferor Companies are of the opinion that the following benefits shall also be enjoyed and realized by all the stakeholders:

- (i) Streamlining businesses: Currently, TCIL along with its subsidiaries, joint ventures and associate companies is engaged in various businesses such as financial services, travel and related services, vacation ownership and resorts business and human resource services. SOTC TRAVEL is engaged in business of tours & travels, travel agents, tour operators etc. Further, Transferor Companies are engaged in business of forex, tours etc. Quess is India's leading integrated business services provider and is engaged in providing services in the field of: (i) industrial asset management, (ii) integrated facility management, (iii) human resource services, (iv) global technology solutions, and (v) internet business. In order to streamline the business both from operating and management perspective, it is proposed to consolidate alike businesses into a single identified entity and segregate other businesses into another identified entity creating a niche dedicated and focused business segment without any risk or overlap of one business over the other. Accordingly, the Inbound Business of TCI will be demerged into SOTC TRAVEL and residual TCI, TCF and TCTSL will amalgamate into TCIL. The 'Human Resource Service Business' carried on by TCIL



through itself and through Qness has significant potential for growth and profitability. The nature of risk, challenges, competition, opportunities for the 'Human Resource Service Business' is distinct and separate from the travel related business carried on by TCIL. The 'Human Resource Service Business' is capable of attracting a different set of investors, strategic partners and stakeholders. The proposed Scheme would create enhanced value for the stakeholders.

- (ii) Resources: The Scheme will improve organizational capability arising from the pooling of human capital that have diverse skills, talent, and vast experience, and facilitate mobility of human resources of Transferor Companies and the employees in the subsidiaries belonging to the Transferor Companies and vice versa, greater integration and greater employees' strength and flexibility for the amalgamated entity, which would result in maximizing overall shareholder value and will improve the competitive position of all the companies.
- (iii) Streamlining the holding in various operating companies of the group: The Scheme will result in administrative and operational rationalization, organizational efficiencies, and in economies of scale, reduction in overheads and other expenses and optimum utilization of resources, which will go a long way in strengthening the business model that would be competitive and cogent.
- (iv) Focused management: Pursuant to the Scheme, similar businesses will vest together thereby providing focused management and propel the growth of each business.
- (v) Efficiency in fund raising and de-risking businesses: With consolidation of like businesses, the companies can leverage on the combined strength of the businesses and raise funds efficiently as well as de-risk other businesses that are segregated.
- (vi) Reduction in number of companies and regulatory compliance thereof: TCI, TCF and TCTSL are wholly owned subsidiaries of



TCIL. This will lead to a reduction of shareholding layers, overheads and facilitate administrative convenience.

8. The proposed corporate restructuring mechanism by way of a composite scheme of arrangement and amalgamation under the provisions of the Act is beneficial, advantageous and not prejudicial to the interests of the shareholders, creditors and other stakeholders of all the companies involved.
9. This Scheme also provides for various other matters consequential or otherwise integrally connected herewith.
10. The Scheme will not in any manner be prejudicial to the interests of the concerned shareholders and creditors or general public at large.

IV. PARTS OF THE SCHEME

The Scheme is divided into the following parts:

1. **PART A** deals with definitions, interpretation, effective date and share capital;
2. **PART B** deals with the transfer of the Demerged Undertaking 1 from TCI and its vesting in SOTC TRAVEL for consideration and matters incidental thereto;
3. **PART C** deals with amalgamation of residual TCI, TCTSL and TCF into TCIL and matters incidental thereto;
4. **PART D** deals with the transfer of Demerged Undertaking 2 from TCIL and its vesting in Quess for consideration and matters incidental thereto; and
5. **PART E** deals with the general terms and conditions.



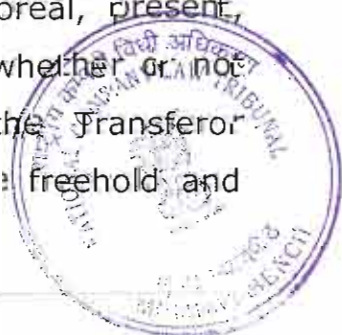
PART A

DEFINITIONS, INTERPRETATION, EFFECTIVE DATE AND SHARE CAPITAL

1. DEFINITIONS

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

- 1.1 **"Act"** means the Companies Act, 2013 and any rules, regulations, circulars or guidelines issued thereunder and shall, if the context so requires and as may be applicable, mean the Companies Act, 1956 and any rules, regulations, circulars or guidelines issued thereunder, as amended from time to time and shall include any statutory replacement or re-enactment thereof.
- 1.2 **"Amalgamated Undertaking"** means collectively: (i) with respect to TCI, all its assets, immovable properties (including lease rights, if any), identified investments, rights, approvals, brands, trademarks, licenses and powers, and all its debts, outstandings, liabilities, duties, obligations and employees other than relating to Demerged Undertaking 1, (ii) with respect to TCTSL, all its assets, immovable properties (including lease rights, if any), investments, rights, approvals, brands, trademarks, licenses and powers, and all its debts, outstandings, liabilities, duties, obligations and employees, (iii) with respect to TCF, all its assets, immovable properties (including lease rights, if any), investments, rights, approvals, brands, trademarks, licenses and powers, and all its debts, outstandings, liabilities, duties, obligations and employees, including, but not in any way limited to, the following in respect of each of the Transferor Companies:
- a) all the assets and properties (whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent of whatsoever nature), whether or not recorded in the books of accounts of the Transferor Companies (including, without limitation, the freehold and



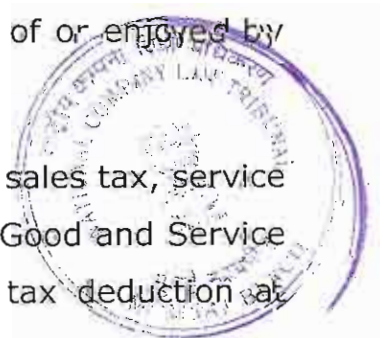
leasehold properties of the Transferor Companies), investments of all kinds (i.e., shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates), furniture, fixtures, machinery, office equipment, computers, fixed assets, current assets, wherever located), cash and bank accounts (including bank balances), contingent rights or benefits, benefits of any deposits, receivables, advances or deposits paid by or deemed to have been paid by the Transferor Companies, financial assets, vehicles, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, privileges, liberties and advantages of whatsoever nature and wheresoever situate 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;

- b) all Consents, benefits, registrations, rights, entitlements, credits, certificates, awards, sanctions, allotments, quotas, no objection certificates, exemptions, concessions, subsidies, liberties and advantages including those relating to privileges, powers, facilities of every kind and description of whatsoever nature and the benefits thereto;
- c) all contracts, agreements, purchase orders/service orders, operation and maintenance contracts, memoranda of understanding, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, minutes of meetings, bids, tenders, expressions of interest, letters of intent, supply contracts, hire and purchase arrangements, lease/license agreements, tenancy rights, agreements/



panchnamas for right of way, equipment purchase agreements, agreements with customers, purchase and other agreements with the supplier/manufacturer of goods/service providers, other arrangements, undertakings, deeds, bonds, schemes, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether written, oral or otherwise and all rights, title, interests, claims and benefits thereunder;

- d) all goodwill of the Transferor Companies associated with the Amalgamated Undertaking;
- e) all applications (including hardware, software, licenses, source codes, parameterization and scripts), registrations, licenses, trade names, service marks, trademarks, copyrights, brands, patents, domain names, designs, intellectual property rights (whether owned, licensed or otherwise, and whether registered or unregistered), trade secrets, research and studies, technical knowhow, confidential information and all such rights of whatsoever description and nature;
- f) all rights to use and avail telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interests held in trusts, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, liberties and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in control of or vested in or granted in favour of or enjoyed by the Transferor Companies and all other interests of whatsoever nature belonging to or in the ownership, power, possession or control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Companies;
- g) all the credits for taxes such as income tax, sales tax, service tax, Central Value Added Tax ("**CENVAT**"), Good and Service Tax ("**GST**") including but not limited to tax deduction at



source, Minimum Alternate Tax (“MAT”) credit and advance tax of the Transferor Companies;

- h) all books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), test reports, computer programs, drawings, manuals, data, databases including databases for procurement, commercial and management, catalogues, quotations, sales and advertising materials, product registrations, dossiers, product master cards, lists of present and former customers and suppliers including service providers, other customer information, customer credit information, customer/supplier pricing information, and all other books and records, whether in physical or electronic form;
- i) all debts, secured and unsecured, liabilities including contingent liabilities, duties, taxes and obligations of the Transferor Companies of whatsoever kind, nature and description and howsoever arising, raised, incurred or utilized;
- j) all staff and employees and other obligations of whatsoever kind, including liabilities of the Transferor Companies, with regard to their employees, with respect to the payment of gratuity, superannuation, pension benefits and provident fund or other compensation or benefits, if any, whether in the event of resignation, death, retirement, retrenchment or otherwise;
- k) all legal proceedings, including quasi-judicial, arbitral and other administrative proceedings, of whatsoever nature involving the Transferor Companies.

1.3 **“Applicable Law”** means (a) all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, listing agreements, notifications, guidelines or policies of any applicable country and/or jurisdiction; (b) writ, injunction, directions, directives, judgment, arbitral award



decree, orders or approvals of, or agreements with, any Governmental Authority or recognized stock exchange.

- 1.4 **"Appointed Date"** means April 1, 2019.
- 1.5 **"Board of Directors"** means the Board of Directors of TCIL, TCI, TCF, TCTSL, SOTC TRAVEL and/or Qness, as the context may require, and includes the Stakeholders Relationship Committee by whatever name called and committees of the Board (if any) empowered for the implementation of this Scheme.
- 1.6 **"BSE"** means BSE Limited.
- 1.7 **"Consent"** means any notice, consent, approval, authorization, waiver, permit, permission, clearance, license, exemption, no objection certificate, registration, with, of, from or to any Person.
- 1.8 **"Demerged Undertaking 1"** means the entire Inbound Business of TCI, as a going concern as of the Appointed Date, including all its assets, contracts, identified investments, rights, approvals, licenses and powers and all its debts, outstandings, liabilities, duties, obligations and employees pertaining to the Inbound Business including, but not in any way limited to, the following:
- a) all assets, as are movable in nature pertaining to and in relation to the Inbound Business, whether present or future or contingent, tangible or intangible (other than brands and trademarks), in possession or reversion, including electrical fittings, furniture, fixtures, appliances, accessories, power lines, office equipment, computers, communication facilities, installations, vehicles, inventory and tools and plants, actionable claims, current assets, earnest monies and sundry debtors, financial assets, identified investment, outstanding loans and advances recoverable in cash or in kind or for value to be received, provisions, receivables, funds, cash and bank balances and deposits including accrued interest thereto with Government, semi-Government, local and other authorities and bodies, banks, customers and other Persons, insurances, the benefits of any bank guarantees, performance guarantees and letters of credit, and tax related assets, including but not limited to service tax input credits, GST credits or set-offs;



- b) all Consents (including but not limited to IATA license), benefits, registrations, rights, entitlements, credits, certificates, awards, sanctions, allotments, quotas, no objection certificates, exemptions, concessions, subsidies, liberties and advantages including those relating to privileges, powers, facilities of every kind and description of whatsoever nature and the benefits thereto that pertain exclusively to the Inbound Business;
- c) all contracts, agreements, purchase orders/service orders, operation and maintenance contracts, memoranda of understanding, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, minutes of meetings, bids, tenders, expression of interest, letter of intent, hire and purchase arrangements, lease/license agreements, joint venture agreement, tenancy rights, agreements/panchnamas for right of way, equipment purchase agreements, agreement with customers, purchase and other agreements with the supplier/manufacturer of goods/service providers, other arrangements, undertakings, deeds, bonds, schemes, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether written, oral or otherwise and all rights, title, interests, claims and benefits thereunder pertaining to the Inbound Business;
- d) all rights to use and avail telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interests held in trusts, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, liberties and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in control of or vested in or granted in favour of or enjoyed by TCI pertaining to or in connection with the Inbound Business and all other interests of whatsoever nature belonging to or in the ownership, power, possession or control of or vested in or granted in favour of or held for the benefit of or enjoyed by TCI and pertaining to the Inbound Business;



- e) all the credits for taxes such as sales tax, service tax, CENVAT, GST that pertain to the Inbound Business. In case, there is any credit or GST, CENVAT, refunds, Service Exports from India Scheme ("**SEIS**") etc. pertaining to Inbound Business and paid or deemed to be paid by TCI but could not be transferred, such amounts shall be appropriately reimbursed by TCIL post amalgamation of residual TCI;
- f) all books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), test reports, computer programs, drawings, manuals, data, databases including databases for procurement, commercial and management, catalogues, quotations, sales and advertising materials, product registrations, dossiers, product master cards, lists of present and former customers and suppliers including service providers, other customer information, customer credit information, customer/supplier pricing information, and all other books and records, whether in physical or electronic form that pertain to the Inbound Business;
- g) all debts, liabilities, duties, taxes and obligations of TCI pertaining to the Inbound Business;
- h) all employees of TCI employed/engaged in the Inbound Business as on the Effective Date; and
- i) all legal proceedings, including quasi-judicial, arbitral and other administrative proceedings of whatsoever nature relating to the Inbound Business.

Explanation:

In case of any question that may arise as to whether a specific asset or liability or employee pertains or does not pertain to the said Demerged Undertaking 1 or whether it arises out of the activities or operations of the Demerged Undertaking 1 shall be decided by a mutual agreement between the Board of Directors of TCI, TCIL and SOTC TRAVEL.



1.9 **“Demerged Undertaking 2”** means the entire Human Resource Services Business of TCIL, as a going concern as of the Appointed Date, including all its assets, investments (including the shares of Ques held by TCIL), rights, contracts, approvals, licenses and powers and all its debts, outstandings, liabilities, duties, obligations and employees pertaining to the Human Resources Services Business including, but not in any way limited to, the following:

- a) all assets, as are movable in nature pertaining to and in relation to the Human Resources Services Business, whether present or future or contingent, tangible or intangible, in possession or reversion, including electrical fittings, furniture, fixtures, appliances, accessories, power lines, office equipment, computers, communication facilities, installations, tools, plants, vehicles, inventory and stock in trade and merchandise, wherever lying, actionable claims, current assets, earnest monies and sundry debtors, financial assets, investment (including in subsidiaries, associates, joint ventures, whether in India or abroad), outstanding loans and advances recoverable in cash or in kind or for value to be received, provisions, receivables, funds, cash and bank balances and deposits including accrued interest thereto with Government, semi-Government, local and other authorities and bodies, banks, customers and other persons, insurances, the benefits of any bank guarantees, performance guarantees and letters of credit, and service tax input credits, GST credits or set-offs, that pertain to the Human Resources Services Business;
- b) all Consents (including but not limited to IATA license), benefits, registrations, rights, entitlements, credits, certificates, awards, sanctions, allotments, quotas, no objection certificates, exemptions, concessions, subsidies, liberties and advantages including those relating to privileges, powers, facilities of every kind and description of whatsoever nature and the benefits thereto that pertain exclusively to the Human Resources Services Business;



- c) all contracts, agreements (including but not limited to the agreement with Amadeus IT Group, S.A.), purchase orders/service orders, operation and maintenance contracts, memoranda of understanding, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, minutes of meetings, bids, tenders, expressions of interest, hire and purchase arrangements, agreements/panchnamas for right of way, equipment purchase agreements, agreements with customers, purchase and other agreements with the supplier/ service providers, other arrangements, undertakings, deeds, bonds, schemes, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether written, oral or otherwise and all rights, title, interests, claims and benefits thereunder pertaining to the Human Resources Services Business;
- d) all applications (including hardware, software, licenses, source codes, parameterization and scripts), registrations, licenses, trade names, service marks, trademarks, copyrights, patents, domain names, designs, intellectual property rights (whether owned, licensed or otherwise, and whether registered or unregistered), trade secrets, research and studies, technical knowhow, confidential information and all such rights of whatsoever description and nature that pertain exclusively to the Human Resources Services Business;
- e) all rights to use and avail telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interests held in trusts, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, liberties and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in control of or vested in or granted in favour of or enjoyed by TCIL pertaining to or in connection with the Human Resources Services Business and all other interests of whatsoever nature belonging to or in the ownership, power or possession or control of or vested in or granted in favour of or



held for the benefit of or enjoyed by TCIL and pertaining to the Human Resources Services Business;

- f) all the credits for indirect taxes such as sales tax, service tax, CENVAT, GST that pertain to the Human Resources Services Business;
- g) all books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), test reports, computer programs, drawings, manuals, data, databases including databases for procurement, commercial and management, catalogues, quotations, sales and advertising materials, product registrations, dossiers, product master cards, lists of present and former customers and suppliers including service providers, other customer information, customer credit information, customer/supplier pricing information, and all other books and records, whether in physical or electronic form that pertain to the Human Resources Services Business;
- h) all debts, liabilities, duties, taxes and obligations of TCIL pertaining to the Human Resources Services Business;
- i) all employees of TCIL employed/engaged in the Human Resources Services Business as on the Effective Date; and
- j) all legal or other proceedings of whatsoever nature relating to the Human Resources Services Business.

Explanation:

In case of any question that may arise as to whether any particular asset or liability and/or employee pertains or does not pertain to the Human Resources Services Business or whether it arises out of the activities or operations of the Human Resources Services Business, the same shall be decided by mutual agreement between the Board of Directors of TCIL and Qess.

- 1.10 **“Effective Date”** means the Appointed Date or the date on which the last of conditions referred to in Clause 48 hereof have been fulfilled, whichever is later.



- 1.11 **“Encumbrance”** means : (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance or interest of any kind securing, or conferring any priority of payment in respect of any obligation of any Person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law; (ii) a contract to give or refrain from giving any of the foregoing; (iii) any voting agreement, interest, option, right of first offer, refusal or transfer restriction in favour of any Person; and (iv) any adverse claim as to title, possession or use; and the term **“Encumbered”/ “Encumber”** shall be construed accordingly.
- 1.12 **“ESOP Schemes”** shall mean the following employee stock option schemes of TCIL: (i) Thomas Cook Employees Stock Option Plan 2007, (ii) Thomas Cook Employees Stock Option Plan 2013, (iii) Sterling Holiday Resorts (India) Limited Employee Stock Option Scheme 2012, (iv) Thomas Cook Employees Stock Option Scheme 2018 – Execom, and (v) Thomas Cook Employees Stock Option Scheme 2018 – Management.
- 1.13 **“Governmental Approvals”** means any Consent of any Governmental Authority.
- 1.14 **“Governmental Authority”** means any government authority, statutory authority, regulatory authority, agency, government department, board, commission, the RBI, SEBI, Stock Exchanges, administrative authority, tribunal or court or any authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, having or purporting to have jurisdiction on behalf of the Republic of India or any state or province or other political subdivision thereof or any municipality, district or other subdivision thereof or in any other nation over TCIL and/ or Qess, as the context may require.
- 1.15 **“Human Resource Services Business”** means business of TCIL relating to staffing/ human resource services for conducting tours and other businesses, talent development and training, resource



management, facilities management services, selection services, food services and engineering services.

- 1.16 **"IATA"** means International Air Transport Association.
- 1.17 **"Inbound Business"** means the business of TCI consisting of handling inward foreign tourist activity in India, including independent and conducted tours, safaris, expeditions, conferences, meetings and other group movements and also to handle similar foreign tourist activity in other parts of the world through its own offices and agents and correspondents.
- 1.18 **"IT Act"** means the Indian Income-tax Act, 1961 and shall include any statutory modifications, re-enactments or amendments thereof for the time being in force.
- 1.19 **"NCLT"** means, the National Company Law Tribunal, Mumbai Bench having jurisdiction in relation to TCIL, TCF, TCI, SOTC TRAVEL, TCTSL and the National Company Law Tribunal, Bengaluru Bench having jurisdiction in relation to Quess, or such other forum or authority as may be vested with any of the powers of the above mentioned tribunal under the Act for approving any scheme of arrangement, compromise or reconstruction of a company under Sections 230 to 232 of the Act.
- 1.20 **"NCLT Order"** means all order(s) passed by the NCLT sanctioning the Scheme and includes any order passed by NCLT or any other Governmental Authority's order(s) for extension of time or condonation of delay in filing of the requisite forms with the Registrar of Companies in relation to this Scheme, if applicable.
- 1.21 **"NCOCPs"** means non-cumulative optionally convertible redeemable preference shares of face value of Rs. 10/- each to be issued by SOTC TRAVEL on the terms and conditions set out in **Schedule 1**.
- 1.22 **"NSE"** means National Stock Exchange of India Limited.
- 1.23 **"Person"** means any individual or other entity, whether a corporation, firm, company, joint venture, trust, association,



organization, partnership or proprietorship, including any governmental agency or regulatory body.

- 1.24 **"Quess"** means Quess Corp Limited.
- 1.25 **"RBI"** means Reserve Bank of India.
- 1.26 **"Record Date 1"** means the date to be mutually fixed by the Board of Directors of TCI, TCIL and SOTC TRAVEL, for the purpose of determining the shareholders of TCI who shall be entitled to receive shares of SOTC TRAVEL pursuant to and as contemplated under this Scheme.
- 1.27 **"Record Date 2"** means the date to be mutually fixed by the Board of Directors of TCIL and Quess, for the purpose of determining the shareholders of TCIL who shall be entitled to receive shares of Quess pursuant to and as contemplated under this Scheme.
- 1.28 **"Registrar of Companies"** means the Registrar of Companies, Mumbai having jurisdiction over TCIL, TCI, TCF, TCTSL, SOTC TRAVEL and the Registrar of Companies, Bengaluru having jurisdiction over Quess.
- 1.29 **"Remaining Business 1"** with respect to TCI means the business, assets, and liabilities of TCI other than the Demerged Undertaking 1.
- 1.30 **"Remaining Business 2"** with respect to TCIL means the business, assets and liabilities of TCIL other than the Demerged Undertaking 2.
- 1.31 **"Rupees"** or **"Rs."** or **"INR"** means the lawful currency of India.
- 1.32 **"Scheme"** or **"the Scheme"** or **"this Scheme"** means this Composite Scheme of Arrangement and Amalgamation in its present form or with any modification(s) approved or imposed or directed by the NCLT or any other Governmental Authorities.
- 1.33 **"SEBI"** means Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992.



- 1.34 **"SEBI Circular"** means (i) Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017, (ii) Circular No. CFD/DIL3/CIR/2017/26 dated March 23, 2017, (iii) Circular No. CFD/ DIL3/CIR/2017/105 dated September 21, 2017, (iv) Circular No. CFD/DIL3/CIR/2018/2 dated January 3, 2018 issued by SEBI or any other circulars issued by SEBI applicable to schemes of arrangement from time to time.
- 1.35 **"SOTC TRAVEL"** means SOTC Travel Management Private Limited.
- 1.36 **"Stock Exchanges"** means BSE and NSE collectively.
- 1.37 **"TCF"** means TC Forex Services Limited.
- 1.38 **"TCI"** means Travel Corporation (India) Limited.
- 1.39 **"TCIL"** means Thomas Cook (India) Limited.
- 1.40 **"TCTSL"** means TC Travel Services Limited.
- 1.41 **"Transferor Companies"** means collectively, TCF, TCTSL and TCI (with respect to the Remaining Business 1).

2. **INTERPRETATION**

- 2.1 In addition to the above terms, certain terms may be defined elsewhere in this Scheme and wherever such terms are used in this Scheme, they shall have the meaning so assigned to them.
- 2.2 The terms referred to in this Scheme shall, unless defined otherwise in this Scheme or inconsistent with the context or meaning thereof, bear the meaning ascribed to them under the relevant statute/legislation.
- 2.3 All references in this Scheme to statutory provisions shall be construed as meaning and including references to:
- (a) any statutory modification, consolidation or re-enactment made after the date of approval this Scheme by the Board of Directors of TCIL, TCI, TCTSL, TCF and Quess and for the time being in force;
 - (b) all subordinate legislation made from time to time under



that provision (whether or not amended, modified, re-enacted or consolidated);

- (c) all statutory instruments or orders made pursuant to a statutory provision;
- (d) any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.

- 2.4 Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 2.5 Headings, subheadings, titles, subtitles to clauses, sub-clauses, sections and paragraphs are for information only and shall not form part of the operative provisions of this Scheme or the schedules hereto and shall be ignored in construing the same.
- 2.6 References to clauses, and schedules are, unless the context otherwise requires, references to clauses, and schedules to this Scheme.
- 2.7 Reference to days, months and years are to calendar days, calendar months and calendar years, respectively.
- 2.8 Any reference to "writing" shall include printing, typing, lithography and other means of reproducing words in visible form.
- 2.9 The words "include" and "including" are to be construed without limitation.
- 2.10 Where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.

3. **DATE OF TAKING EFFECT**

- 3.1 The Scheme shall be effective from the Appointed Date mentioned herein but shall be operative from the Effective Date. The various parts of the Scheme shall be deemed to have taken effect in following sequence:

- 3.1.1 Firstly, Part B of the Scheme (relating to demerger of the Demerged Undertaking 1 of TCI into SOTC TRAVEL) shall be



deemed to have taken effect, prior to Part C or Part D of the Scheme;

3.1.2 Thereafter, Part C of the Scheme (relating to amalgamation of the Amalgamated Undertaking into TCIL) shall be deemed to have taken effect, after Part B of the Scheme, and prior to Part D of the Scheme; and

3.1.3 Lastly, Part D of the Scheme (relating to demerger of Demerged Undertaking 2 into Qness) shall be deemed to have taken effect, after Part B and Part C of the Scheme.

4. **SHARE CAPITAL**

4.1 The share capital of TCIL as on March 31, 2018 is as follows:

Particulars	Amount in INR
Authorised:	
Equity Shares: 1,335,000,000 Equity Shares of Re. 1 each	1,335,000,000
Preference Shares: 250,000,000 Preference Shares of Rs. 10 each	2,500,000,000
Total	3,835,000,000
Issued, Subscribed and Paid-up:#	
Equity Shares: 370,207,374 Equity Shares of Re. 1 each	370,207,374
Total	370,207,374

Certain employee stock options granted to employees of TCIL through ESOP Schemes may get exercised before the Effective Date. Further, the details of unexercised employee stock options (net of cancellation) of the employees of TCIL as on March 31, 2018 are set out below:



Unexercised stock options	Amount in INR
2,131,539 options entitling equivalent Equity Shares of Re. 1 each	2,131,539
Total	2,131,539

In addition to the above, the Board may grant additional 6,074,091 options under the Thomas Cook Employees Stock Option Plan 2013, Thomas Cook (India) Limited Employee Stock Option Scheme 2018 – Execom and the Thomas Cook (India) Limited Employee Stock Option Scheme 2018 – Management.

4.2 The share capital of TCI as on March 31, 2018 is as follows:

Particulars	Amount in INR
Authorised:	
Equity Shares: 19,430,000 Equity Shares of Rs. 10 each	194,300,000
Preference Shares: 300,000,000 Preference Shares of Rs. 10 each	3,000,000,000
Total	3,194,300,000
Issued, Subscribed and Paid-up:	
Equity Shares: 1,649,931 Equity Shares of Rs. 10 each	16,499,310
Preference Shares: 263,709,264 Preference Shares of Rs. 10 each	2,637,092,640
Total	2,653,591,950

4.3 The share capital of TCTSL as on March 31, 2018 is as follows:



Particulars	Amount in INR
Authorised:	
Equity Shares:	
25,000,000 Equity Shares of Rs. 10 each	250,000,000
Total	250,000,000
Issued, Subscribed and Paid-up:	
Equity Shares:	
25,000,000 Equity Shares of Rs. 10 each	250,000,000
Total	250,000,000

4.4 The share capital of TCF as on March 31, 2018 is as follows:

Particulars	Amount in INR
Authorised:	
Equity Shares:	
20,000,000 Equity Shares of Rs. 10 each	200,000,000
Total	200,000,000
Issued, Subscribed and Paid-up:	
Equity Shares:	
11,845,133 Equity Shares of Rs. 10 each	118,451,330
Total	118,451,330

4.5 The share capital of SOTC TRAVEL as on March 31, 2018 is as follows:

Particulars	Amount in INR
Authorised:	
Equity Shares:	
10,000 Equity Shares of Rs. 10 each	100,000
Total	100,000
Issued, Subscribed and Paid-up:	



Equity Shares:	
10,000 Equity Shares of Rs. 10 each	100,000
Total	100,000

4.6 The share capital of Quess as on March 31, 2018 is as follows:

Particulars	Amount in INR
Authorised:	
200,000,000 Equity Shares of Rs. 10 each	2,000,000,000
Total	2,000,000,000
Issued, Subscribed and Paid-up: ##	
145,484,178 Equity Shares of Rs. 10 each	1,454,841,780
Total	1,454,841,780

Certain employee stock options granted to employees of Quess may get exercised before the Effective Date. The details of unexercised employee stock options (net of cancellation) of the employees of Quess as on March 31, 2018 are set out below:

Unexercised stock options	Amount in INR
1,502,675 options entitling equivalent Equity Shares of Rs. 10 each	15,026,750
Total	15,026,750

PART B

TRANSFER AND VESTING OF DEMERGED UNDERTAKING 1 OF TCI INTO SOTC TRAVEL

5. TRANSFER AND VESTING OF THE DEMERGED UNDERTAKING 1

5.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Demerged Undertaking 1 shall, subject to the terms and conditions of this Scheme and, without any further



act, instrument or deed, be demerged from TCI and stand transferred to and vested in and/ or deemed to have been demerged from TCI and stand transferred to and vested in SOTC TRAVEL, so as to become the undertaking of SOTC TRAVEL by virtue of and in the following manner:

- 5.1.1 All assets of TCI in relation to the Demerged Undertaking 1 that are movable in nature and/or otherwise capable of transfer by physical or constructive delivery, novation and/or endorsement and delivery or by operation of law, pursuant to the NCLT Order, shall be vested in SOTC TRAVEL. Upon this Scheme becoming effective, the title of such property shall be deemed to have been mutated and recognized as that of SOTC TRAVEL, absolutely and forever.
- 5.1.2 In respect of such of the assets of TCI in relation to the Demerged Undertaking 1 other than those referred to in Clause 5.1.1 above, outstanding loans and advances, if any, all kind of banking accounts including but not limited to current and saving accounts, term deposits, recoverable in cash or in kind or for value to be received, deposits, if any, with Governmental Authorities and other authorities and bodies, shall, without any further act, instrument or deed, be and stand transferred to and vested in SOTC TRAVEL and/or be deemed to be transferred to and vested in SOTC TRAVEL on the Appointed Date upon effectiveness of the Scheme. SOTC TRAVEL shall upon sanction of the Scheme be entitled to the delivery and possession of all documents of title of such movable property in this regard.
- 5.1.3 All the assets, rights, title, interests and investments of TCI in relation to the Demerged Undertaking 1 shall also without any further act, instrument or deed stand transferred to and vested in and be deemed to have been transferred to and vested in SOTC TRAVEL upon the coming into effect of this Scheme.
- 5.1.4 Upon the Scheme coming into effect, all debts (secured and unsecured), liabilities, bonds, debentures (including contingent liabilities), duties and obligations of every kind, nature and description of TCI in relation to the Demerged Undertaking 1 shall without any further act, instrument or deed, be and stand



transferred to and vested in and/or be deemed to have been and stand transferred to and vested in, SOTC TRAVEL, so as to become on and from the Appointed Date, the debts, liabilities, bonds, debentures (including contingent liabilities), duties and obligations of SOTC TRAVEL on the same terms and conditions as were applicable to TCI, and further that it shall not be necessary to obtain the Consent of any Person who is a party to contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this Clause. Necessary modification, as may be required would be carried out to the debt instrument issued by TCI in relation to the Demerged Undertaking 1.

5.1.5 Subject to the other provisions of this Scheme, in so far as the assets of the Inbound Business are concerned, Encumbrance over such assets, to the extent they relate to any loans or borrowings of the Remaining Business 1 of TCI, shall without any further act, instrument or deed be released and discharged from the same and shall no longer be available as Encumbrance in relation to those liabilities of TCI which are not transferred to SOTC TRAVEL. The absence of any formal amendment which may be required by a bank and/ or financial institution in order to affect such release shall not affect the operation of this Clause.

5.1.6 In so far as the assets of the Remaining Business 1 are concerned, the Encumbrance over such assets, to the extent they relate to any loans or borrowings of the Inbound Business shall, without any further act, instrument or deed be released and discharged from such Encumbrance. The absence of any formal amendment which may be required by a bank and/ or financial institution in order to affect such release shall not affect the operation of this Clause.

5.1.7 In so far as the existing Encumbrance in respect of the loans and other liabilities relating to the Remaining Business 1 are concerned, such Encumbrance shall, without any further act, instrument or deed be continued with TCI only on the assets that are remaining with TCI.



- 5.1.8 All Governmental Approvals and other Consents, quotas, rights, authorizations, entitlements, no objection certificates and licenses, including those relating to tenancies, privileges, powers and facilities of every kind and description of whatsoever nature, to which TCI in relation to the Demerged Undertaking 1 is a party or to the benefit of which TCI in relation to the Demerged Undertaking 1 may be entitled to use or which may be required to carry on the operations of TCI in relation to the Demerged Undertaking 1, and which are subsisting or in effect immediately prior to the Effective Date, shall be, and remain, in full force and effect in favour of or against SOTC TRAVEL and may be enforced as fully and effectually as if, instead of TCI, SOTC TRAVEL had been a party, a beneficiary or an obligee thereto and shall be appropriately mutated by the relevant Governmental Authorities in favour of SOTC TRAVEL. In so far as the various incentives, service tax benefits, subsidies (including applications for subsidies), rehabilitation schemes, grants, special status, rights, and other benefits or privileges enjoyed, granted by any Governmental Authority or by any other Person, or availed of by TCI in relation to the Demerged Undertaking 1 are concerned, the same shall, without any further act or deed, vest with and be available to SOTC TRAVEL on the same terms and conditions as are available to TCI in relation to the Demerged Undertaking 1.
- 5.1.9 All registrations, licenses, copyrights, domain names, applications for copyrights, etc. pertaining to TCI in relation to the Demerged Undertaking 1, if any, shall stand vested in SOTC TRAVEL without any further act, instrument or deed, upon the sanction of the Scheme and upon this Scheme becoming effective.
- 5.1.10 All taxes (including but not limited to value added tax, sales tax, service tax, GST etc.) payable by or refundable to TCI in relation to the Demerged Undertaking 1 with effect from the Appointed Date, including all or any refunds or claims shall be treated as the tax liability or refunds/claims, etc. as the case may be, of SOTC TRAVEL, and any tax incentives, advantages, privileges, exemptions, credits, holidays, remissions, reductions, service tax input credits, GST input credits etc., as would have been available to TCI in relation to the Demerged Undertaking 1, shall pursuant



to this Scheme becoming effective, be available to SOTC TRAVEL. In case, any credit or tax deduction at source, advance tax, MAT, GST, CENVAT, refunds, SEIS, etc. pertaining to Inbound Business and paid or deemed to be paid by TCI but could not be transferred shall be appropriately reimbursed by TCIL post amalgamation of residual TCI.

5.1.11 Any third party or Governmental Authority required to give effect to any provisions of this Scheme, shall take on record the NCLT Orders sanctioning the Scheme on its file and duly record the necessary substitution or endorsement in the name of SOTC TRAVEL as successor in interest, pursuant to the sanction of this Scheme by the NCLT, and upon this Scheme becoming effective. For this purpose, SOTC TRAVEL shall file certified copies of such NCLT Order and if required file appropriate applications or forms with relevant authorities concerned for statistical and information purposes only and there shall be no break in the validity and enforceability of Governmental Approvals, Consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses (including the licenses granted by any Governmental Authorities for the purpose of carrying on its business or in connection therewith), and certificates of every kind and description of whatsoever nature.

5.1.12 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 (including registration / approval from IATA), certificates, power of attorneys given by, issued to or in favour of TCI in relation to the Demerged Undertaking 1 shall stand transferred to SOTC TRAVEL, as if the same were originally given by, issued to or executed in favour of SOTC TRAVEL, and SOTC TRAVEL shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to SOTC TRAVEL.

5.1.13 SOTC TRAVEL shall, at any time after this Scheme coming into effect, in accordance with the provisions hereof, if so required under any Applicable Law or otherwise, execute appropriate deeds of confirmation or other writings or arrangements with any party



to any contract or arrangement in relation to which TCI in relation to the Demerged Undertaking 1 have been a party, including any filings with the regulatory authorities, in order to give formal effect to the above provisions. SOTC TRAVEL shall for this purpose, under the provisions hereof, be deemed to have been authorized to execute any such writings on behalf of TCI in relation to the Demerged Undertaking 1 and to carry out or perform all such formalities or compliances referred to above on the part of TCI in relation to the Demerged Undertaking 1.

5.1.14 For avoidance of doubt and without prejudice to the generality of any applicable provisions of this Scheme, it is clarified that in order to ensure (i) implementation of the provisions of the Scheme; (ii) uninterrupted transfer of the relevant Consents, patents, certificates etc.; and (iii) continued vesting of the benefits, exemptions available to TCI in relation to the Demerged Undertaking 1 in favour of SOTC TRAVEL, the Board of Directors of TCI, TCIL and SOTC TRAVEL shall be deemed to be authorized to execute or enter into necessary documentations with any regulatory authorities or third parties, if applicable and the same shall be considered as giving effect to the NCLT Order and shall be considered as an integral part of this Scheme.

6. **CONSIDERATION**

6.1 Upon the coming into effect of this Scheme, and in consideration of the transfer and vesting of the Demerged Undertaking 1 of TCI in SOTC TRAVEL, SOTC TRAVEL shall, immediately following such transfer and vesting of the Demerged Undertaking 1 of TCI into SOTC TRAVEL described in Clause 5 of this part without any further application, act, instrument or deed, issue and allot NCOCPs to all the equity and preference shareholders of TCI, whose names appear in the register of members on the Record Date 1, in the following manner:

- (i) 75 NCOCPs of SOTC TRAVEL of INR 10/- each fully paid up for 100 equity shares held in TCI of INR 10/- each fully paid up; and



- (ii) 75 NCOCPs of SOTC TRAVEL of INR 10/- each fully paid up for 100 preference shares held in TCI of INR 10/- each fully paid up
- 6.2 The NCOCPs to be issued by SOTC TRAVEL pursuant to Clause 6.1 above in respect of such equity shares of TCI which are held in abeyance under the provisions of Section 126 of the Act (erstwhile Section 206A of the Companies Act, 1956) or otherwise shall, pending allotment or settlement of the dispute by order of a court or otherwise, also shall be kept in abeyance by SOTC TRAVEL.
- 6.3 The NCOCPs issued pursuant to Clause 6.1 above, shall be issued to the shareholders of TCI in physical form.
- 6.4 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholders of TCI, the Board of Directors, shall be empowered prior to the Record Date 1, to effectuate such transfers in TCI as if such changes in registered holders were operative as on the Record Date 1, in order to remove any difficulties arising in relation to the NCOCPs to be issued by SOTC TRAVEL pursuant to Clause 6.1 above after the Scheme is effected. The Board of Directors of TCI shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new members in SOTC TRAVEL on account of difficulties faced in the transition period.
- 6.5 The NCOCPs issued and allotted by SOTC TRAVEL, in terms of Clause 6.1 above, shall be subject to the provisions of the Memorandum and Articles of Association of SOTC TRAVEL and shall rank *pari passu* in all respects with the then existing NCOCPs of SOTC TRAVEL, if any.
- 6.6 It is clarified that upon the approval of this Scheme by the shareholders of TCI and SOTC TRAVEL under Sections 230 and 232 of the Act, the shareholders shall be deemed to have approved this Scheme under Sections 13, 14, 62, 188 and any other applicable provisions under the Act and that no separate



approval from the shareholders to that extent shall be required to be sought for the matters specified in this Scheme.

- 6.7 Fractional entitlements, if any, by SOTC TRAVEL, to the equity and preference shareholders of TCI at the time of issue and allotment of NCOCPs under Clause 6.1 above shall be ignored.

7. **ACCOUNTING TREATMENT**

- 7.1 Notwithstanding anything to the contrary herein, upon this Scheme becoming effective, TCI and SOTC TRAVEL shall give effect to the accounting treatment in its books of account in accordance with the accounting standards specified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, and more particularly, IND AS 103, or any other relevant or related requirement under the Act, as applicable on the Effective Date.

7.2 **Accounting treatment in the books of TCI:**

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

- 7.2.1 TCI, as on the Appointed Date, shall reduce the carrying value of assets and liabilities pertaining to the Inbound Business, transferred to and vested in SOTC TRAVEL from the carrying value of assets and liabilities in its books;
- 7.2.2 The difference, if any, between the assets and liabilities transferred to SOTC TRAVEL pursuant to Clause 7.2.1 shall be transferred to 'Reserve on restructuring' account in the books of TCI.

7.3 **Accounting treatment in the books of SOTC TRAVEL:**

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

- 7.3.1 SOTC TRAVEL, as on the Appointed Date, shall record the assets and liabilities pertaining to the Demerged Undertaking transferred to and vested in it pursuant to this Scheme at their respective carrying values, if any, as appearing in the books of



TCI in accordance with 'Pooling of Interest' method as prescribed in IND AS 103.

7.3.2 SOTC TRAVEL shall credit to its share capital in its books of account, the aggregate face value of the new NCOCPs issued by it to the members of TCI pursuant to this Scheme.

7.3.3 The difference, if any, between the assets and liabilities, consideration issued (as per Clause 7.3.2 above) shall be transferred to capital reserve account in the books of SOTC TRAVEL.

8. **SAVING OF CONCLUDED TRANSACTIONS**

8.1 Subject to the terms of the Scheme, the transfer and vesting of the Demerged Undertaking 1 and continuance of proceedings by or against SOTC TRAVEL, as provided herein, shall not affect any transactions or proceedings already concluded by TCI before the Effective Date, to the end and intent that SOTC TRAVEL accepts and adopts all acts, deeds and things done and executed by and/or on behalf of TCI in relation to the Demerged Undertaking 1 as acts, deeds and things done and executed by and on behalf of SOTC TRAVEL.

9. **CONTRACTS, DEEDS, AND OTHER INSTRUMENTS**

9.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, understandings whether written or oral and other instruments, if any, of whatsoever nature, in relation to the Demerged Undertaking 1, to which TCI is a party or to the benefit of which TCI may be eligible and which are subsisting or having effect on the Appointed Date, without any further act, instrument or deed, shall be in full force and effect against or in favour of SOTC TRAVEL, as the case may be, and may be enforced by or against SOTC TRAVEL as fully and effectively as if, instead of TCI, SOTC TRAVEL had been a party or beneficiary or obligee thereto.

9.2 Without prejudice to other provisions of this Scheme and notwithstanding the fact that the vesting of the Demerged Undertaking 1 occurs by virtue of this Scheme itself, SOTC



TRAVEL may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any Applicable Law or otherwise, execute deeds of confirmation in favour of any party to any contract or arrangement, to which TCI is a party in relation to the Demerged Undertaking 1, as may be necessary to be executed in order to give formal effect to the above provisions. SOTC TRAVEL shall be deemed to be authorised to execute any such writings on behalf of and to carry out or perform all formalities or compliances required for the purposes referred to above on the part of TCI.

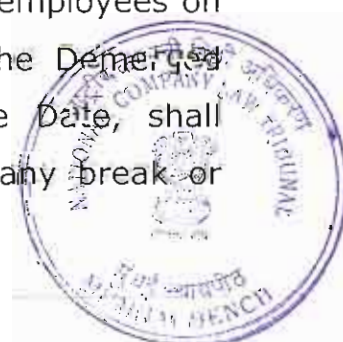
10. **LEGAL PROCEEDINGS**

10.1 All legal proceedings relating to the Demerged Undertaking 1 of whatsoever nature by or against TCI pending and/or arising before the Effective Date, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against SOTC TRAVEL, as the case may be, in the same manner and to the same extent as would or might have been continued and enforced by or against TCI. It is hereby expressly clarified that any legal proceedings by or against TCI in relation to cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of TCI and pertaining to the Demerged Undertaking 1 shall be instituted, or as the case may be, continued, by or against, SOTC TRAVEL after the coming into effect of the Scheme.

10.2 All legal or other proceedings initiated by or against the Demerged Undertaking 1 referred in Clause 10.1 above shall stand transferred to the name of SOTC TRAVEL and the same shall be continued, prosecuted, defended and enforced as the case may be by or against SOTC TRAVEL, to the exclusion of TCI.

11. **STAFF, EMPLOYEES & WORKMEN**

11.1 Upon the coming into effect of this Scheme, all the employees on the payroll of TCI engaged in or in relation to the Demerged Undertaking 1 immediately prior to the Effective Date, shall become the employees of SOTC TRAVEL without any break or



interruption of service and with the benefit of continuity of service on terms and conditions which are not less favourable than the terms and conditions as were applicable.

11.2 SOTC TRAVEL agrees that the service of all employees engaged in or in relation to the Demerged Undertaking 1 immediately prior to the Effective Date shall be taken into account for the purpose of all retirement benefits to which they may be eligible in TCI immediately prior to coming into effect of this Scheme. SOTC TRAVEL further agrees that for the purpose of payment of any retrenchment compensation, gratuity, grants, stock options or other terminal benefits, such past service with TCI, shall also be taken into account and agrees and undertakes to pay the same as and when payable.

11.3 Upon the coming into effect of this Scheme, SOTC TRAVEL shall make all the necessary contributions for such transferred employees engaged in or in relation to the Demerged Undertaking 1 and deposit the same in provident fund, gratuity fund or superannuation fund or any other special fund or staff welfare scheme or any other special scheme. SOTC TRAVEL will also file relevant intimations to the statutory authorities concerned who shall take the same on record and substitute the name of SOTC TRAVEL for TCI.

11.4 Subject to the Applicable Law, the existing provident fund, gratuity fund and pension and /or superannuation fund/trusts, retirement funds or employees state insurance schemes or pension scheme or employee deposit linked insurance scheme or any other benefits, if any, created by TCI for employees engaged in or in relation to the Demerged Undertaking 1, shall be continued on the same terms and conditions and will be transferred to the necessary funds, schemes or trusts of SOTC TRAVEL without any separate act, deed or approval and till the time such necessary funds, schemes or trusts are created by SOTC TRAVEL, all contribution shall continue to be made to the existing funds, schemes or trusts of TCI.

12. **TREATMENT OF THE SCHEME FOR THE PURPOSES OF IT ACT**



12.1 This part of the Scheme has been drawn up to comply with the conditions relating to "Demerger" as specified under Section 2(19AA) of the IT Act. If any of the terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said section shall prevail and the Scheme shall stand modified to the extent necessary to comply with the Section 2(19AA) of the IT Act. Such modification will however not affect other parts of the Scheme.

13. **COSTS**

13.1 Until the Effective Date, TCI and the SOTC TRAVEL shall respectively bear their own costs, charges and expenses, in relation to or in connection with or incidental to the Scheme. Provided however that all stamp duty charges with respect to the issuance and allotment of shares contemplated under this Part of the Scheme, payment of all stamp duty and registration charges and other transfer charges in relation to this Part of the Scheme and the matters contemplated herein shall be borne and paid by SOTC TRAVEL.

14. **INCREASE IN AUTHORISED SHARE CAPITAL OF SOTC TRAVEL**

14.1 In terms of Clause 6 of the Scheme, upon the scheme becoming effective, and in consideration of the demerger of the Inbound Business and the transfer and vesting thereof into SOTC TRAVEL, SOTC TRAVEL shall issue and allot fully paid up 0.01% NCOCPs to the equity shareholders of TCI, as on the Record Date 1 in terms of the Scheme. To accommodate such issue and allotment of 0.01% NCOCPs by SOTC TRAVEL, which would result in increase in its paid up share capital, the authorized equity and preference share capital of SOTC TRAVEL shall be adequately enhanced by transferring from the authorized preference share capital of TCI, an amount of Rs. 300,00,00,000/- (Rupees Three Hundred Crores only) to the authorized preference share capital of SOTC TRAVEL as an integral part of the Scheme, and consequently, upon the Scheme becoming effective, the authorized equity and preference



share capital of SOTC TRAVEL set out in Clause 4.5 of the Scheme hereinabove shall stand enhanced to Rs. 300,01,00,000/- (Rupees Three Hundred Crores and One Lakh only) divided into 30,00,00,000 (Thirty Crores only) preference shares of face value of Rs. 10/- (Rupees Ten) each and 10,000 (Ten Thousand only) equity shares of face value of Rs. 10/- each, without any further act, instrument or deed by SOTC TRAVEL and without any liability for payment of additional fee or stamp duty in respect thereof since the stamp duty and fee already paid by TCI on the said authorized equity and preference share capital so transferred the benefit of which shall accordingly stand transferred in favour of SOTC TRAVEL pursuant to Scheme becoming effective.

- 14.2 Subsequent to enhancement of authorized share capital of SOTC TRAVEL as contemplated herein, existing clause V. of the memorandum of association of SOTC TRAVEL (pertaining to authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 13, 61 and 232 and other applicable provisions of the Act as the case may be and be replaced by the following clause:

V. "The Authorized Share Capital of the Company is Rs. 300,01,00,000 (Rupees Three Hundred Crores and One Lakh only) divided into 30,00,00,000 (Thirty Crores only) Preference Shares of Rs. 10/- (Rupees Ten only) each and 10,000 (Ten Thousand only) Equity Shares of Rs. 10/- (Rupees Ten only) each. The Company has the power, from time to time, to increase or reduce its capital and to divide the shares in the capital for the time being into other classes and to attach thereto respectively such preferential, deferred, qualified or other special rights, privileges, conditions or restrictions, as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify or abrogate any such right, privilege or condition or restrictions in such manner as may for the time being be permitted by the Articles of Association of the Company or the legislative provisions of the time being in force in that behalf."



14.3 Further, the existing clause 3. of the Articles of Association of SOTC TRAVEL shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 14, 61 and 232 and other applicable provisions of the Act as the case may be and be replaced by the following clause:

"3. The Capital of the Company is as reflected in Clause V of the Memorandum of Association from time to time."

14.4 It is hereby clarified that for the purposes of Clauses 14.1, 14.2 and 14.3 above, the consent of the shareholders of SOTC TRAVEL to the Scheme shall be deemed to be sufficient for the purposes of effecting the above amendment and increase in the authorized share capital of SOTC TRAVEL, and no further resolutions or actions under Section 13, 14 or 61 of the Act would be required to be separately passed or taken. However, SOTC TRAVEL shall file the requisite documents with the relevant Registrar of Companies, which has jurisdiction over SOTC TRAVEL, for such increase of its authorized share capital, as aforesaid.

15. **REMAINING BUSINESS 1**

15.1 The Remaining Business 1 and all the assets, liabilities and obligations pertaining thereto shall continue to belong solely to and continue to be vested solely in and be managed by TCI.

15.2 All legal, tax and other proceedings by or against TCI under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, whether or not in respect of any matter arising before the Effective Date, which does not specifically pertain or relate to TCI (including those relating to any right, power, liability, obligation or duty, of TCI in respect of the Remaining Business 1) shall be continued and enforced solely by or against TCI only, without any liability arising on SOTC TRAVEL or its shareholders.

16. TCI shall carry on all business and activities pertaining or relating to the Remaining Business 1 in its own name and on its own account and its own behalf in all respects.

17. **CONDUCT OF BUSINESS TILL EFFECTIVE DATE**



With effect from the date of approval of the Scheme by the Board of Directors of TCI and SOTC TRAVEL and up to the Effective Date:

- 17.1 TCI shall, in respect of the Demerged Undertaking 1, be deemed to have been carrying on and shall carry on its business and activities and shall hold and stand possessed of and hold all its properties and assets for and on account of and in trust for SOTC TRAVEL. TCI hereby undertakes to hold its said assets with utmost prudence until the Effective Date.
- 17.2 On or after the Appointed Date but before the Effective Date, all the profits or income accruing or arising to TCI, in respect of the Demerged Undertaking 1 or expenditure or losses arising to or incurred by TCIL in respect of the Demerged Undertaking 1, shall for all purposes and intents be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses (as the case may be) of SOTC TRAVEL.
- 17.3 TCI shall carry on the business and activities with reasonable diligence and prudence and shall not without the prior written consent of SOTC TRAVEL, alienate, charge, mortgage, Encumber or otherwise deal with or dispose-off, the Demerged Undertaking 1, except in the ordinary course of business. TCI shall not undertake any new businesses within the Demerged Undertaking 1 except in the ordinary course of its business.
- 17.4 Where any of the liabilities and obligations attributed to the Demerged Undertaking 1, has been discharged by TCI, on or after the Appointed Date but before the Effective Date, such discharge shall be deemed to have been for and on behalf of SOTC TRAVEL.
- 17.5 All loans raised and liabilities incurred by TCI, after the Appointed Date but before the Effective Date and subsisting as on the Effective Date, for operations of the Demerged Undertaking 1 shall be discharged by SOTC TRAVEL on or after the Effective Date.
- 17.6 TCI shall not vary the terms and conditions of service of the employees or conclude settlements with unions or employees, except in the ordinary course of business or consistent with past



practice or pursuant to any pre-existing obligation without the prior written consent of the Board of Directors of SOTC TRAVEL.

PART C

TRANSFER AND VESTING OF AMALGAMATED UNDERTAKING INTO TCIL

18. TRANSFER AND VESTING OF THE AMALGAMATED UNDERTAKING

18.1 Upon coming into effect of the Scheme and with effect from the Appointed Date (after Part B is deemed to have taken effect) and subject to the provisions of the Scheme, the Amalgamated Undertaking shall, subject to the terms and conditions of this Scheme and, without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in TCIL so as to become the undertaking of TCIL by virtue of and in the following manner:

18.1.1 All assets of the Transferor Companies that are movable in nature and/or otherwise capable of transfer by physical or constructive delivery, novation and/or endorsement and delivery or by operation of law, pursuant to the NCLT Order, shall be vested in TCIL. Upon this Scheme becoming effective, the title of such property shall be deemed to have been mutated and recognised as that of TCIL, absolutely and forever.

18.1.2 In respect of such of the assets of the Transferor Companies in relation to the Amalgamated Undertaking other than those referred to in Clause 18.1.1 above, outstanding loans and advances, if any, all kind of banking accounts including but not limited to current and saving accounts, term deposits, recoverable in cash or in kind or for value to be received, deposits, if any, with Governmental Authorities and other authorities and bodies, shall, without any further act, instrument or deed, be and stand transferred to and vested in TCIL and/or be deemed to be



transferred to and vested in TCIL on the Appointed Date upon effectiveness of the Scheme. TCIL shall upon sanction of the Scheme be entitled to the delivery and possession of all documents of title of such movable property in this regard.

18.1.3 All immovable properties of the Transferor Companies, including land together with the buildings and structures standing thereon and rights and interests in immovable properties of the Transferor Companies, whether freehold or leasehold or otherwise and all documents of title, rights and easements in relation thereto shall stand vested in and/or be deemed to have been vested in TCIL, by operation of law pursuant to the sanctioning of the Scheme and upon the Scheme becoming effective. Such assets shall stand vested in TCIL and shall be deemed to be and become the property as an integral part of TCIL by operation of law. TCIL shall upon the NCLT Order sanctioning the Scheme and upon this Scheme becoming effective, be always entitled to all the rights and privileges attached in relation to such immovable properties and shall be liable to pay appropriate rent, rates and taxes and fulfill all obligations in relation thereto or as applicable to such immovable properties. Upon this Scheme becoming effective, the title to such properties shall be deemed to have been mutated and recognised as that of TCIL and the mere filing thereof with the appropriate registrar or sub-registrar or with the relevant Governmental Authority shall suffice as record of continuing titles with TCIL and shall be constituted as a deemed mutation and substitution thereof. TCIL shall upon the Scheme becoming effective be entitled to the delivery and possession of all documents of title to such immovable property in this regard. It is hereby clarified that all the rights, title and interest of the Transferor Companies in any leasehold properties shall without any further act, instrument or deed, be vested in or be deemed to have been vested in TCIL. Further, at the discretion of TCIL, such immovable properties including leasehold rights can be vested pursuant to a separate conveyance or any other agreement as well.

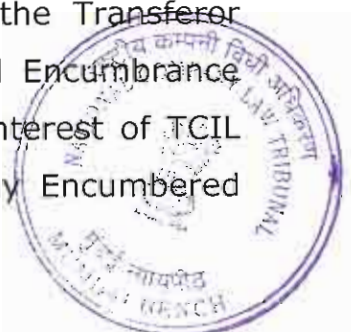
18.1.4 All the other assets, brands, trademarks, rights, title, interests and identified investments of the Transferor Companies shall also



without any further act, instrument or deed stand transferred to and vested in and be deemed to have been transferred to and vested in TCIL upon the coming into effect of this Scheme.

18.1.5 Upon the Scheme coming into effect, all debts (secured and unsecured), liabilities, bonds, debentures (including contingent liabilities), duties and obligations of every kind, nature and description of the Transferor Companies shall without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in TCIL, so as to become on and from the Appointed Date, the debts, liabilities, bonds, debentures (including contingent liabilities), duties and obligations of TCIL on the same terms and conditions as were applicable to TCIL, and further that it shall not be necessary to obtain the Consent of any Person who is a party to contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this Clause. Necessary modification, as may be required would be carried out to the debt instrument issued by the Transferor Companies, if any.

18.1.6 Upon this Scheme becoming effective, the secured creditors of the Transferor Companies and/or other holders of Encumbrance over the properties of the Transferor Companies shall be entitled to Encumbrance only in respect of the properties, assets, rights, benefits and interest of the Transferor Companies, as existing immediately prior to the amalgamation of the Transferor Companies with TCIL and the secured creditors of TCIL and and/or other holders of Encumbrance over the properties of TCIL shall be entitled to Encumbrance only in respect of the properties, assets, rights, benefits and interest of TCIL, as existing immediately prior to the amalgamation of the Transferor Companies with TCIL. It is hereby clarified that pursuant to the amalgamation of the Transferor Companies with TCIL, (a) the secured creditors of the Transferor Companies and/or other holders of Encumbrance over the properties of the Transferor Companies shall not be entitled to any additional Encumbrance over the properties, assets, rights, benefits and interest of TCIL and therefore, such assets which are not currently Encumbered



shall remain free and available for creation of any Encumbrance thereon in future in relation to any current or future indebtedness of TCIL; and (b) the secured creditors of TCIL and/or other holders of Encumbrance over the properties of TCIL shall not be entitled to any additional Encumbrance over the properties, assets, rights, benefits and interest of the Transferor Companies and therefore, such assets which are not currently Encumbered shall remain free and available for creation of any Encumbrance thereon in future in relation to any current or future indebtedness of TCIL.

18.1.7 On and from the Effective Date, and thereafter, TCIL shall be entitled to operate all bank accounts, demat accounts, if any, of the Transferor Companies and realize all monies and complete and enforce all pending contracts and transactions and to accept stock returns and issue credit notes in respect of the Transferor Companies in the name of TCIL in so far as may be necessary until the transfer of rights and obligations of the Transferor Companies to TCIL under this Scheme have been formally given effect to under such contracts and transactions.

18.1.8 With effect from the Effective Date, the borrowing and investment limits of TCIL under the Act shall be deemed without any further act or deed to have been enhanced by the borrowing and investment limits of the Transferor Companies, such limits being incremental to the existing limits of TCIL.

18.1.9 Any corporate approvals obtained by the Transferor Companies, whether for the purposes of compliance or otherwise, shall stand transferred to TCIL and such corporate approvals and compliance shall be deemed to have been obtained and complied with by TCIL.

18.1.10 All Governmental Approvals and other Consents, quotas, rights, authorizations, entitlements, no objection certificates and licenses, including those relating to tenancies, privileges, powers and facilities of every kind and description of whatsoever nature, to which the Transferor Companies are a party or to the benefit of which the Transferor Companies may be entitled to use or which may be required to carry on the operations of the Transferor



Companies, and which are subsisting or in effect immediately prior to the Effective Date, shall be, and remain, in full force and effect in favour of or against TCIL and may be enforced as fully and effectually as if, instead of the Transferor Companies, TCIL had been a party, a beneficiary or an obligee thereto and shall be appropriately mutated by the relevant Governmental Authorities in favour of TCIL. In so far as the various incentives, service tax benefits, subsidies (including applications for subsidies), rehabilitation schemes, grants, special status, rights, and other benefits or privileges enjoyed, granted by any Governmental Authority or by any other Person, or availed of by the Transferor Companies are concerned, the same shall, without any further act or deed, vest with and be available to TCIL on the same terms and conditions as are available to the Transferor Companies.

18.1.11 All registrations, licenses, trademarks, brands, copyrights, domain names, applications for copyrights, trade-names and trademarks, etc. pertaining to the Transferor Companies, if any, shall stand vested in TCIL without any further act, instrument or deed, upon the sanction of the Scheme and upon this Scheme becoming effective.

18.1.12 All taxes (including but not limited to advance tax, tax deducted at source, MAT credits, dividend distribution tax, securities transaction tax, taxes withheld/paid in a foreign country, value added tax, sales tax, service tax, GST etc.) payable by or refundable to the Transferor Companies with effect from the Appointed Date, including all or any refunds or claims shall be treated as the tax liability or refunds/claims, etc. as the case may be, of TCIL, and any tax incentives, advantages, privileges, exemptions, credits, holidays, remissions, reductions, service tax input credits, GST input credits etc., as would have been available to the Transferor Companies, shall pursuant to this Scheme becoming effective, be available to TCIL. In case, any credit or tax deduction at source, advance tax, MAT, GST, CENVAT, refunds, SEIS etc. pertaining to Demerged Undertaking 1 and paid or deemed to be paid by TCI but could not be transferred shall be appropriately reimbursed by TCIL (post amalgamation of residual TCI into TCIL) to SOTC TRAVEL.



18.1.13 Any third party or Governmental Authority required to give effect to any provisions of this Scheme, shall take on record the NCLT Order sanctioning the Scheme on its file and duly record the necessary substitution or endorsement in the name of TCIL as successor in interest, pursuant to the sanction of this Scheme by the NCLT, and upon this Scheme becoming effective. For this purpose, TCIL shall file certified copies of such NCLT Order and if required file appropriate applications or forms with relevant authorities concerned for statistical and information purposes only and there shall be no break in the validity and enforceability of Governmental Approvals, Consents, exemptions, quotas, rights, entitlements, licenses (including the licenses granted by any Governmental Authorities for the purpose of carrying on its business or in connection therewith), and certificates of every kind and description of whatsoever nature.

18.1.14 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, certificates, clearances, authorities, power of attorneys given by, issued to or in favour of Transferor Companies shall stand transferred to TCIL, as if the same were originally given by, issued to or executed in favour of TCIL, and TCIL shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to TCIL.

18.1.15 TCIL shall, at any time after this Scheme coming into effect, in accordance with the provisions hereof, if so required under any Applicable Law or otherwise, execute appropriate deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to which the Transferor Companies have been a party, including any filings with the regulatory authorities, in order to give formal effect to the above provisions. TCIL shall for this purpose, under the provisions hereof, be deemed to have been authorized 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.



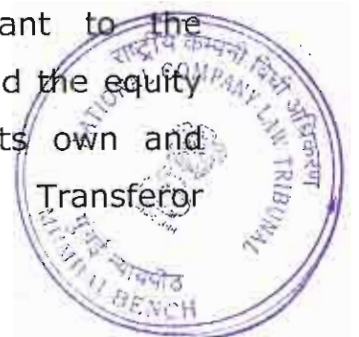
18.1.16 With effect from the Effective Date, all inter se contracts solely between the respective Transferor Companies and TCIL shall stand cancelled and cease to operate, and appropriate effect shall be given to such cancellation and cessation in the books of accounts and records of TCIL.

18.1.17 With effect from the Effective Date, there will be no accrual of income or expense on account of any transactions, including inter alia any transactions in the nature of sale or transfer of any goods, materials or services, between the Transferor Companies and TCIL. For avoidance of doubt, it is hereby clarified that with effect from the Effective Date, there will be no accrual of interest or other charges in respect of any inter se loans, deposits or balances between the Transferor Companies and TCIL.

18.1.18 For avoidance of doubt and without prejudice to the generality of any applicable provisions of this Scheme, it is clarified that in order to ensure (i) implementation of the provisions of the Scheme; (ii) uninterrupted transfer of the relevant Consents, patents, certificates etc.; and (iii) continued vesting of the benefits, exemptions available to the Transferor Companies in favour of TCIL, the Board of Directors of the Transferor Companies and TCIL shall be deemed to be authorized to execute or enter into necessary documentations with any regulatory authorities or third parties, if applicable and the same shall be considered as giving effect to the NCLT Order and shall be considered as an integral part of this Scheme. Further, TCIL shall be deemed to be authorized to execute or enter into necessary documentations with any regulatory authorities or third parties, if applicable, on behalf of Transferor Companies and to carry out or perform all such formalities or compliance required for the purpose of implementation of the provisions of the Scheme.

19. **CONSIDERATION**

19.1 As all the Transferor Companies are wholly-owned subsidiaries of TCIL, no consideration shall be payable pursuant to the amalgamation of Transferor Companies into TCIL, and the equity shares and preference shares held by TCIL on its own and together with its nominees in the respective Transferor



Companies, as applicable, shall stand cancelled without any further act, application or deed.

20. **ACCOUNTING TREATMENT**

20.1 **Accounting treatment in the books of TCIL:**

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

20.1.1 TCIL shall account for the amalgamation of the Transferor Companies on the basis of 'Pooling of Interest' method as stated in Ind AS -103 Business Combination;

20.1.2 All the assets and liabilities of Transferor Companies shall be recorded at their respective carrying amounts and no adjustments are made to reflect fair values, or re-organize any new assets or liabilities.

20.1.3 The carrying value of investment in TCI shall be split between SOTC TRAVEL and TCI (new shares received as per Clause 6.1) in the books of accounts of TCIL in the ratio of assets and liabilities transferred to SOTC TRAVEL and retained by TCI.

20.1.4 The value of investments in the equity shares of the Transferor Companies post considering the effect in Clause 20.1.3 above held by TCIL shall stand cancelled in the books of the TCIL without any further act or deed.

20.1.5 The balance of the reserves appearing in the financial statements of Transferor Companies is aggregated with the corresponding balance appearing in the financial statements of TCIL.

20.1.6 The difference, if any, arising between carrying value of assets and liabilities and reserves pertaining to the Transferor Companies and the carrying value of investments in the books of TCIL shall be transferred to 'Reserve on restructuring' account in the books of TCIL.

21. **SAVING OF CONCLUDED TRANSACTIONS**

21.1 Subject to the terms of the Scheme, the transfer and vesting of the Amalgamated Undertaking and continuance of proceedings by



or against TCIL, as provided herein, shall not affect any transactions or proceedings already concluded by the Transferor Companies before the Effective Date, to the end and intent that TCIL accepts and adopts all acts, deeds and things done and executed by and/or on behalf of Transferor Companies in relation to the Amalgamated Undertaking as acts, deeds and things done and executed by and on behalf of TCIL.

22. **CONTRACTS, DEEDS, AND OTHER INSTRUMENTS**

22.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, understandings whether written or oral and other instruments, if any, of whatsoever nature to which the Transferor Companies are a party or to the benefit of which the Transferor Companies may be eligible and which are subsisting or having effect on the Appointed Date, without any further act, instrument or deed, shall be in full force and effect against or in favour of TCIL, as the case may be, and may be enforced by or against TCIL as fully and effectively as if, instead of TCIL, the Transferor Companies had been a party or beneficiary or obligee thereto.

22.2 Without prejudice to other provisions of this Scheme and notwithstanding the fact that the vesting of the Amalgamated Undertaking occurs by virtue of this Scheme itself, TCIL may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any Applicable Law or otherwise, execute deeds of confirmation in favour of any party to any contract or arrangement to which the Transferor Companies are a party as may be necessary to be executed in order to give formal effect to the above provisions. TCIL shall be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and to carry out or perform all formalities or compliances required for the purposes referred to above on the part of the Transferor Companies.

23. **LEGAL PROCEEDINGS**

23.1 All legal proceedings relating to the Amalgamated Undertaking of whatsoever nature by or against the Transferor Companies



pending and/or arising before the Effective Date, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against TCIL, as the case may be, in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Companies. It is hereby expressly clarified that any legal proceedings by or against the Transferor Companies in relation to cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Companies and pertaining to the Amalgamated Undertaking shall be instituted, or as the case may be, continued, by or against, TCIL after the coming into effect of the Scheme.

- 23.2 All legal or other proceedings initiated by or against the Amalgamated Undertaking referred in Clause 23.1 above shall stand transferred to the name of TCIL and the same shall be continued, prosecuted, defended and enforced as the case may be by or against TCIL, to the exclusion of the Transferor Companies.

24. **STAFF, EMPLOYEES & WORKMEN**

- 24.1 Upon the coming into effect of this Scheme, all the employees on the payroll of the Transferor Companies engaged in or in relation to the Amalgamated Undertaking immediately prior to the Effective Date, shall become the employees of TCIL without any break or interruption of service and with the benefit of continuity of service on terms and conditions which are not less favourable than the terms and conditions as were applicable.
- 24.2 The Transferor Companies agree that the service of all employees of the Transferor Companies immediately prior to the Effective Date shall be taken into account for the purpose of all retirement benefits to which they may be eligible in TCIL immediately prior to the coming into effect of this Scheme. TCIL further agrees that for the purpose of payment of any retrenchment compensation, gratuity, grants, stock options or other terminal benefits, such past service with the Transferor Companies, shall also be taken



into account and agrees and undertakes to pay the same as and when payable.

24.3 Upon the coming into effect of this Scheme, TCIL shall make all the necessary contributions for such transferred employees and deposit the same in provident fund, gratuity fund or superannuation fund or any other special fund or staff welfare scheme or any other special scheme. TCIL will also file relevant intimations to the statutory authorities concerned who shall take the same on record and substitute the name of the respective Transferor Companies for TCIL.

24.4 Subject to the Applicable Law, the existing provident fund, gratuity fund and pension and /or superannuation fund/trusts, retirement funds or employees state insurance schemes or pension scheme or employee deposit linked insurance scheme or any other benefits, if any, created by the Transferor Companies for their employees, shall be continued on the same terms and conditions and will be transferred to the necessary funds, schemes or trusts of TCIL without any separate act, deed or approval and till the time such necessary funds, schemes or trusts are created by TCIL, all contribution shall continue to be made to the respective existing funds, schemes or trusts of the Transferor Companies.

25. **TREATMENT OF THE SCHEME FOR THE PURPOSES OF IT ACT**

25.1 This part of the Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified under Section 2(1B) of the IT Act. If any of the terms or provisions of the Scheme is/are found or interpreted to be inconsistent with the provisions of Section 2(1B) of the IT Act at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of Section 2(1B) of the IT Act shall prevail and the Scheme shall stand modified to the extent necessary to comply with the provisions of Section 2(1B) of the IT Act. Such modification will however not affect other parts of the Scheme.



26. **DISSOLUTION OF TRANSFEROR COMPANIES**

26.1 Upon the Scheme becoming effective, each of the Transferor Companies shall stand dissolved without being wound up without any further act or deed.

27. **CONSOLIDATION OF AUTHORISED SHARE CAPITAL OF TCIL**

27.1 Upon Scheme becoming effective, the authorised share capital of TCIL shall stand increased without any further act, instrument or deed on the part of TCIL including payment of stamp duty and fees payable to Registrar of Companies, by the authorised share capital of all the Transferor Companies (post giving effect to Clause 14) amounting to Rs. 644,300,000 /- (Rupees Sixty Four Crores and Three Lakhs Only) comprising of 644,300,000 Equity Shares of Re. 1/- each and the memorandum of association and articles of association of TCIL (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 of TCIL to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Section 61 of the Act would be required to be separately passed, as the case may be and for this purpose the stamp duty and fees paid on the authorized capital of Transferor Companies shall be utilized and applied to the increased authorized share capital of TCIL and there would be no requirement for any further payment of stamp duty and / or fee by TCIL for increase in the authorised share capital to that extent.

27.2 Consequently, the existing clause V of the memorandum of association of TCIL shall stand appropriately amended, without any further act, instrument or deed be and stand altered, modified and amended pursuant to Sections 13 and 61 and 232 and other applicable provisions of the Act as the case may be and be replaced by the following clause:

"V. The Authorized Share Capital of the Company is Rs. 4,479,300,000/- (Rupees Four Hundred Forty Seven Crores and Ninety Three Lakhs only) divided into 1,979,300,000/- (One Hundred and Ninety Seven Crores Ninety Three Lakhs only)



Equity Shares of Re. 1/- (Rupee One only) each and 250,000,000 (Twenty Five Crores only) Preference Shares of Rs. 10/- (Rupees Ten only) each.

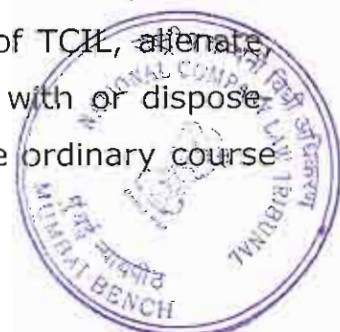
28. **COSTS**

- 28.1 Until the Effective Date, TCIL and the Transferor Companies shall respectively bear their own costs, charges and expenses, in relation to or in connection with or incidental to the Scheme. Provided however that all stamp duty, registration charges and other transfer charges in relation to the Scheme and the matters contemplated herein shall be borne and paid by TCIL.

29. **CONDUCT OF BUSINESS TILL EFFECTIVE DATE**

With effect from the date of approval of the Scheme by the Board of Directors of TCIL and Transferor Companies up to the Effective Date:

- 29.1 The respective Transferor Companies shall, in respect of the Amalgamated Undertaking, be deemed to have been carrying on and shall carry on their respective business and activities and shall hold and stand possessed of and hold all their respective properties and assets for and on account of and in trust for TCIL. The Transferor Companies hereby undertake to hold the said assets with utmost prudence until the Effective Date.
- 29.2 On or after the Appointed Date but before the Effective Date, all the profits or income accruing or arising to the Transferor Companies, in respect of the Amalgamated Undertaking or expenditure or losses arising to or incurred by the Transferor Companies in respect of the Amalgamated Undertaking, shall for all purposes and intents be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses (as the case may be) of TCIL.
- 29.3 The Transferor Companies shall carry on their respective business and activities with reasonable diligence and prudence and shall not without the prior written consent of TCIL, alienate, charge, mortgage, Encumber or otherwise deal with or dispose off, the Amalgamated Undertaking, except in the ordinary course



of business. The Transferor Companies shall not undertake any new businesses within the Amalgamated Undertaking except in the ordinary course of its business.

29.4 Where any of the liabilities and obligations attributed to the Amalgamated Undertaking, has been discharged by the Transferor Companies, on or after the Appointed Date but before the Effective Date, such discharge shall be deemed to have been for and on behalf of TCIL.

29.5 All loans raised and liabilities incurred by the Transferor Companies, after the Appointed Date but before the Effective Date and subsisting as on the Effective Date, for operations of the Amalgamated Undertaking shall be discharged by TCIL on or after the Effective Date.

29.6 The Transferor Companies shall not vary the terms and conditions of service of the employees or conclude settlements with unions or employees, except in the ordinary course of business or consistent with past practice or pursuant to any pre-existing obligation without the prior written consent of the Board of Directors of TCIL.

30. **AMENDMENT TO MEMORANDUM OF ASSOCIATION OF TCIL, VALIDITY OF EXISTING RESOLUTIONS ETC.**

30.1 In order to carry on the activities currently being carried on by the Transferor Companies upon coming into effect of the Scheme, applicable main objects in the memorandum of association of the Transferor Companies shall be added to the matters which are necessary for furtherance of the objects of the memorandum of association of TCIL, to the extent such objects are not already covered by those of TCIL. The objects clause as set out in **Schedule 2** shall be added to the memorandum of association of TCIL and the memorandum of association of TCIL shall be further reformatted and renumbered as per the applicable provisions of the Act.

30.2 It shall be deemed that the members of TCIL have also resolved and accorded all relevant Consents under Section 13 of the Act. It is clarified that there will be no need to pass a separate



shareholders' resolution as required under Section 13 of the Act for the amendment to the memorandum of association of TCIL.

- 30.3 Upon the coming into effect of the Scheme and with effect from the Appointed Date, the resolutions of the Board of Directors of respective Transferor Companies, including resolutions of any committees authorized by and comprising inter alia of members of the Board of Directors of Transferor Companies, as are considered necessary by the Board of Directors of TCIL and which are validly subsisting, shall be considered as resolutions of TCIL.
- 30.4 With effect from the Effective Date, the security creation, borrowing and investment limits of TCIL under the Act shall be deemed without any further act or deed to have been enhanced by the security creation, borrowing and investment limits of the Transferor Companies, such limits being incremental to the existing limits of TCIL.
- 30.5 Any corporate approvals obtained by the Transferor Companies, whether for purposes of compliance or otherwise, shall stand transferred to TCIL and such corporate approvals and compliance shall be deemed to have been obtained and complied with by TCIL.

PART D

TRANSFER AND VESTING OF DEMERGED UNDERTAKING 2 OF TCIL INTO QUESS

31. TRANSFER AND VESTING OF THE DEMERGED UNDERTAKING 2

- 31.1 Upon coming into effect of the Scheme and with effect from the Appointed Date (after Part B and Part C are deemed to have taken effect) and subject to the provisions of the Scheme, the Demerged Undertaking 2 shall, subject to the terms and conditions of this Scheme and, without any further act or instrument or deed, be demerged from TCIL and stand transferred to and vested in and/ or deemed to have been



demerged from TCIL and stand transferred to and vested in Qness, so as to become the undertaking of Qness by virtue of and in the following manner:

31.1.1 All assets of TCIL in relation to the Demerged Undertaking 2 that are movable in nature and/or otherwise capable of transfer by physical or constructive delivery, novation and/or endorsement and delivery or by operation of law, shall be vested in Qness. Upon this Scheme becoming effective, the title of such property shall be deemed to have been mutated and recognised as that of Qness, absolutely and forever.

31.1.2 In respect of such of the assets of TCIL in relation to the Demerged Undertaking 2 other than those referred to in Clause 31.1.1 above, outstanding loans and advances, if any, all kind of banking accounts including but not limited to current and saving accounts, term deposits, recoverable in cash or in kind or for value to be received, deposits, if any, with Governmental Authorities and other authorities and bodies, shall, without any further act, instrument or deed, be and stand transferred to and vested in Qness and/or be deemed to be transferred to and vested in Qness from the Appointed Date upon effectiveness of the Scheme. Qness shall upon sanction of the Scheme be entitled to the delivery and possession of all documents of title of such movable property in this regard.

31.1.3 All the assets, rights, title, interests and investments of TCIL in relation to the Demerged Undertaking 2 shall also without any further act, instrument or deed stand transferred to and vested in and be deemed to have been transferred to and vested in Qness upon the coming into effect of this Scheme. Any assets acquired by TCIL after the Appointed Date but prior to the Effective Date pertaining to the Demerged Undertaking 2 shall upon the coming into effect of this Scheme also without any further act, instrument or deed stand transferred to and vested in or be deemed to have been transferred to or vested in Qness upon the coming into effect of this Scheme.

31.1.4 Upon the Scheme coming into effect, all debts (secured and unsecured), liabilities, bonds, debentures (including contingent



liabilities), duties and obligations of every kind, nature and description of TCIL in relation to the Demerged Undertaking 2 shall without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in, Ques, so as to become on and from the Appointed Date, the debts, liabilities, bonds, debentures (including contingent liabilities), duties and obligations of Ques on the same terms and conditions as were applicable to TCIL, and further that it shall not be necessary to obtain the Consent of any Person who is a party to contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this Clause. Necessary modification, as may be required would be carried out to the debt instrument issued by TCIL in relation to the Demerged Undertaking 2.

31.1.5 Subject to the other provisions of this Scheme, in so far as the assets of the Demerged Undertaking 2 are concerned, the Encumbrances over such assets, to the extent they relate to any loans or borrowings of the Remaining Business 2 of TCIL, shall without any further act, instrument or deed be released and discharged from the same and shall no longer be available as Encumbrances in relation to those liabilities of TCIL which are not transferred to Ques. The absence of any formal amendment in order to affect such release shall not affect the operation of this Clause. It is hereby clarified that in case of any existing Encumbrances over the assets of Demerged Undertaking 2 this Scheme shall not operate to enlarge such Encumbrances over other assets of Ques and Ques shall not be obliged to create any further or additional Encumbrances thereof after the demerger of Demerged Undertaking 2 has become effective or otherwise.

31.1.6 In so far as the assets of the Remaining Business 2 are concerned, the Encumbrances over such assets, to the extent they relate to any loans or borrowings of the Demerged Undertaking 2 shall, without any further act, instrument or deed be released and discharged from such Encumbrances. The absence of any formal amendment which may be required by a



bank and/ or financial institution in order to affect such release shall not affect the operation of this Clause.

31.1.7 In so far as the existing Encumbrance in respect of the loans and other liabilities relating to the Remaining Business 2 are concerned, such Encumbrance shall, without any further act, instrument or deed be continued with TCIL only on the assets that are remaining with TCIL.

31.1.8 All Governmental Approvals and other Consents, quotas, rights, authorizations, entitlements, including those relating to tenancies, privileges, powers and facilities of every kind and description of whatsoever nature, to which TCIL in relation to the Demerged Undertaking 2 is a party or to the benefit of which TCIL in relation to the Demerged Undertaking 2 may be entitled to use or which may be required to carry on the operations of TCIL in relation to the Demerged Undertaking 2, and which are subsisting or in effect immediately prior to the Effective Date, shall be, and remain, in full force and effect in favour of or against Qess and may be enforced as fully and effectually as if, instead of TCIL, Qess had been a party, a beneficiary or an obligee thereto and shall be appropriately mutated by the relevant Governmental Authorities in favour of Qess. In so far as the various incentives, service tax benefits, subsidies (including applications for subsidies), rehabilitation schemes, grants, special status, rights, and other benefits or privileges enjoyed, granted by any Governmental Authority or by any other Person, or availed of by TCIL in relation to the Demerged Undertaking 2 are concerned, if any, the same shall, without any further act or deed, vest with and be available to Qess on the same terms and conditions as are available to TCIL in relation to the Demerged Undertaking 2.

31.1.9 All registrations, licenses, trademarks, copyrights, domain names, applications for copyrights, trade-names and trademarks, etc. pertaining to TCIL in relation to the Demerged Undertaking 2, if any, shall stand vested in Qess without any further act, instrument or deed, upon the sanction of the Scheme and upon this Scheme becoming effective.



31.1.10 All taxes (including but not limited to value added tax, sales tax, service tax, GST etc.) payable by or refundable to TCIL in relation to the Demerged Undertaking 2 with effect from the Appointed Date, including all or any refunds or claims shall be treated as the tax liability or refunds/claims, etc. as the case may be, of Quess, and any tax incentives, advantages, privileges, exemptions, holidays, remissions, reductions, service tax input credits, GST input credits etc., as would have been available to TCIL in relation to the Demerged Undertaking 2, shall pursuant to this Scheme becoming effective, be available to Quess.

31.1.11 Any third party or Governmental Authority required to give effect to any provisions of this Scheme, shall take on record the NCLT Orders sanctioning the Scheme on its file and duly record the necessary substitution or endorsement in the name of Quess as successor in interest, pursuant to the sanction of this Scheme by the NCLT, and upon this Scheme becoming effective. For this purpose, Quess shall file certified copies of such NCLT Order and if required file appropriate applications or forms with relevant authorities concerned for statistical and information purposes only and there shall be no break in the validity and enforceability of Governmental Approvals, Consents, quotas, rights, entitlements, licenses (including the licenses granted by any Governmental Authorities for the purpose of carrying on its business or in connection therewith), and certificates of every kind and description of whatsoever nature.

31.1.12 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, certificates, power of attorneys given by, issued to or in favour of TCIL in relation to the Demerged Undertaking 2 shall stand transferred to Quess, as if the same were originally given by, issued to or executed in favour of Quess, and Quess shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to Quess.

31.1.13 Quess shall, at any time after this Scheme coming into effect, in accordance with the provisions hereof, if so required under any



Applicable Law or otherwise, execute appropriate deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to which TCIL in relation to the Demerged Undertaking 2 have been a party, including any filings with the regulatory authorities, in order to give formal effect to the above provisions. Qness shall for this purpose, under the provisions hereof, be deemed to have been authorized to execute any such writings on behalf of TCIL in relation to the Demerged Undertaking 2 and to carry out or perform all such formalities or compliances referred to above on the part of TCIL in relation to the Demerged Undertaking 2.

31.1.14 For avoidance of doubt and without prejudice to the generality of any applicable provisions of this Scheme, it is clarified that in order to ensure (i) implementation of the provisions of the Scheme; (ii) uninterrupted transfer of the relevant contracts, Consents, patents, registrations, certificates etc.; and (iii) continued vesting of the benefits, exemptions available to TCIL in relation to the Demerged Undertaking 2 in favour of Qness, the Board of Directors of TCIL and Qness shall be deemed to be authorized to execute or enter into necessary documentations with any regulatory authorities or third parties, if applicable and the same shall be considered as giving effect to the NCLT Order and shall be considered as an integral part of this Scheme.

32. **CONSIDERATION**

32.1 Upon the coming into effect of this Scheme, and in consideration of the transfer and vesting of the Demerged Undertaking 2 of TCIL in Qness, Qness shall, immediately following the transfer and vesting of the Demerged Undertaking 2 of TCIL into Qness described in Clause 31, without any further application, act, instrument or deed, issue and allot equity shares to all the equity shareholders of TCIL, whose names appear in the register of members as on the Record Date 2, fully paid up equity shares of Qness in the following manner ("**Share Entitlement Ratio**"):

1889 equity shares of Qness of INR 10/- each fully paid up for every 10,000 equity shares held in TCIL of INR 1/- each fully paid up.



- 32.2 In the event of any increase in the issued, subscribed or paid up share capital of Quess and/or TCIL or issuance of any instruments convertible into equity shares or restructuring of its equity share capital including by way of share split/ consolidation/ issue of bonus shares or other similar action in relation to the share capital of Quess and/or TCIL at any time before the Record Date 2, the Share Entitlement Ratio (defined above) shall be adjusted appropriately and the same shall be approved by the Boards of both Quess and TCIL.
- 32.3 The equity shares issued pursuant to Clause 32.1 above, shall be issued to the shareholders of TCIL in demat form, that is, dematerialized shares and in the demat account in which TCIL shares are held or such other account as is intimated by the equity shareholders to TCIL and/or its registrar. All those shareholders who hold equity shares of TCIL in physical form shall also have the option to receive the equity shares, as the case be, in dematerialized form provided the details of their account with the depository participant are intimated in writing to Quess and/or its registrar. In the event Quess has received notice from any person that equity shares are to be issued in physical form or if the person 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 person do not permit electronic credit of the equity shares, then Quess will issue equity shares in physical form to such person or persons.
- 32.4 The equity shares to be issued by Quess pursuant to Clause 32.1 above in respect of such equity shares of TCIL which are held in abeyance under the provisions of Section 126 of the Act (erstwhile Section 206A of the Companies Act, 1956) or otherwise shall, pending allotment or settlement of the dispute by order of a court or otherwise, also shall be kept in abeyance by Quess.
- 32.5 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholders of TCIL, the Board of Directors of TCIL, and/or the stakeholders relationship committee shall be empowered prior to the Record Date 2, to effectuate such



transfers in TCIL as if such changes in registered holders were operative as on the Record Date 2, in order to remove any difficulties arising in relation to the shares to be issued by Qess pursuant to Clause 32.1 above after the Scheme is effected. The Board of Directors of TCIL shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new members in Qess on account of difficulties faced in the transition period.

- 32.6 It is clarified that presently, TCIL holds 71,323,496 (Seven Crores Thirteen Lakhs Twenty Three Thousand Four Hundred and Ninety Six) shares in Qess, out of which 18,015,604 (One Crore Eighty Lakhs Fifteen Thousand Six Hundred and Four) shares in Qess are locked-in under Applicable Law ("**Locked in Shares**"). Consequently, in terms of SEBI Circular, post issuance and allotment of equity shares by Qess under Clause 32.1, 18,015,604 (One Crore Eighty Lakhs Fifteen Thousand Six Hundred and Four) equity shares to be issued to Fairbridge Capital (Mauritius) Limited ("**FCML**") shall be under locked in category for the remainder of the period for which the Locked in Shares are currently subject to lock in.
- 32.7 Upon issuance and allotment of equity shares by Qess to the promoter of TCIL i.e. FCML pursuant to Clause 32.1, FCML shall become the promoter of Qess in place of TCIL. The other existing promoters of Qess i.e., Ajit Isaac and Net Resources Investments Private Limited shall continue to be promoters of Qess, post demerger. Further, upon the coming into effect of this Scheme, all existing arrangements, between Ajit Isaac and/or Net Resources Investments Private Limited and TCIL in relation to Qess shall stand novated in favour of FCML, in place of TCIL.
- 32.8 The equity shares issued and allotted by Qess, in terms of Clause 32.1 above, shall be subject to the provisions of the Memorandum and Articles of Association of Qess and shall rank *pari passu* in all respects with the then existing equity shares of Qess, including the rights in respect of dividend and bonus shares, if declared, by Qess on or after the Effective Date. Further, Qess shall, if required, take all necessary steps for



increase of authorized share capital for issue of equity shares pursuant to Clause 32.1 above.

32.9 It is clarified that upon the approval of this Scheme by the shareholders of TCIL and Quess under Sections 230 and 232 of the Act read with Section 52, 55 and 66 of the Act, the shareholders shall be deemed to have approved this Scheme under Sections 13, 14, 62, 188 and any other applicable provisions under the Act and that no separate approval from the shareholders to that extent shall be required to be sought for the matters specified in this Scheme.

32.10 Fractional entitlements, if any, by Quess, to the equity shareholders of TCIL at the time of issue and allotment of equity shares under Clause 32.1 above shall be consolidated and shall be dealt with as mentioned in Clause 32.11 below.

32.11 After giving effect to Clause 32.10 above, at the time of issue and allotment of equity shares the Board of Directors of Quess shall consolidate all fractional entitlements, and allot equity shares in lieu thereof to a corporate trustee or such other authorized representative(s) as the Board of Directors of Quess shall appoint in this behalf, who shall hold the equity shares issued in Quess, in trust on behalf of the equity shareholders entitled to fractional entitlements with the express understanding that such corporate trustee or other authorized representative(s) shall sell the same in the market at such time or times and at such price or prices and to such person or persons, as it/he/they may deem fit, and pay to Quess, the net sale proceeds thereof, whereupon Quess shall distribute such net sale proceeds (after deduction of applicable taxes, if any), to the equity shareholders in proportion to their respective fractional entitlements. The Board of Directors of Quess, if it deems necessary, in the interests of allottees, approve such other method in this behalf as it may, in its absolute discretion, deem fit.

32.12 The equity shares allotted and issued in terms of Clause 32.1 above, shall be listed and/or admitted to trading on the Stock Exchanges, where the equity shares of Quess are listed and/or



admitted to trading; subject to Qness obtaining the requisite Governmental Approvals pertaining to their listing.

33. **ACCOUNTING TREATMENT**

33.1 Notwithstanding anything to the contrary herein, upon this Scheme becoming effective, TCIL and Qness shall give effect to the accounting treatment in its books of account in accordance with the accounting standards specified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, and more particularly, IND AS 103, or any other relevant or related requirement under the Act, as applicable on the Effective Date.

33.2 **Accounting treatment in the books of TCIL:**

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

33.2.1 TCIL, as on the Appointed Date, shall reduce the carrying value of assets and liabilities pertaining to the Demerged Undertaking 2, transferred to and vested in Qness from the carrying value of assets and liabilities in its books;

33.2.2 The difference, being excess / shortfall of carrying value of assets over the carrying value of liabilities of the Demerged Undertaking 2 shall be transferred to 'Reserve on restructuring' account in the books of TCIL.

33.3 **Accounting treatment in the books of Qness:**

33.3.1 Upon coming into effect of this Scheme, transfer of Demerged Undertaking 2 of TCIL into Qness shall be accounted for in the books of Qness in accordance with the applicable accounting standard prescribed under Section 133 of the Act and / or as per generally accepted accounting principles.

33.3.2 Upon coming into effect of this Scheme, Qness shall record the assets and liabilities, of the Demerged Undertaking 2 vested in Qness pursuant to this Scheme, at their respective carrying values of TCIL.



33.3.3 The difference, if any, between the carrying value of assets and liabilities under Clause 33.3.2 above transferred to Qess and the consideration discharged by way of new shares issued to the shareholders of TCIL in lieu of Demerged Undertaking 2 shall be recorded as capital reserve in the books of Qess.

33.3.4 In case of any difference in the accounting policy between Qess and Demerged Undertaking 2 of TCIL, the impact of the same will be quantified and adjusted in the capital reserves of Qess to ensure that the financial statements of Qess reflect the financial position on the basis of consistent accounting policy.

33.3.5 Transaction costs including stamp duty and other regulatory fee/charges due to issue of new shares shall be accounted in accordance of IND AS 32 Financial Instruments – Presentation.

34. **SAVING OF CONCLUDED TRANSACTIONS**

34.1 Subject to the terms of the Scheme, the transfer and vesting of the Demerged Undertaking 2 and continuance of proceedings by or against Qess, as provided herein, shall not affect any transactions or proceedings already concluded by TCIL before the Effective Date, to the end and intent that Qess accepts and adopts all acts, deeds and things done and executed by and/or on behalf of TCIL in relation to the Demerged Undertaking 2 as acts, deeds and things done and executed by and on behalf of Qess.

35. **CONTRACTS, DEEDS, AND OTHER INSTRUMENTS**

35.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, understandings whether written or oral and other instruments, if any, of whatsoever nature, in relation to the Demerged Undertaking 2, to which TCIL is a party or to the benefit of which TCIL may be eligible and which are subsisting or having effect on the Appointed Date, without any further act, instrument or deed, shall be in full force and effect against or in favour of Qess, as the case may be, and may be enforced by or against Qess as fully and effectively as if, instead of TCIL, Qess had been a party or beneficiary or obligee thereto.



35.2 Without prejudice to other provisions of this Scheme and notwithstanding the fact that the vesting of the Demerged Undertaking 2 occurs by virtue of this Scheme itself, Qness may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any Applicable Law or otherwise, execute deeds of confirmation in favour of any party to any contract or arrangement, to which TCIL is a party in relation to the Demerged Undertaking 2, as may be necessary to be executed in order to give formal effect to the above provisions. Qness shall be deemed to be authorised to execute any such writings on behalf of TCIL and to carry out or perform all formalities or compliances required for the purposes referred to above on the part of TCIL.

36. **LEGAL PROCEEDINGS**

36.1 All legal proceedings relating to the Demerged Undertaking 2 of whatsoever nature by or against TCIL pending and/or arising before the Effective Date, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against Qness, as the case may be, in the same manner and to the same extent as would or might have been continued and enforced by or against TCIL. It is hereby expressly clarified that any legal proceedings by or against TCIL in relation to cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of TCIL and pertaining to the Demerged Undertaking 2 shall be instituted, or as the case may be, continued, by or against, Qness after the coming into effect of the Scheme.

36.2 All legal or other proceedings initiated by or against the Demerged Undertaking 2 referred in Clause 36.1 above shall stand transferred to the name of Qness and the same shall be continued, prosecuted, defended and enforced as the case may be by or against Qness, to the exclusion of TCIL.



37. **STAFF, EMPLOYEES & WORKMEN**

37.1 Upon the coming into effect of this Scheme, all the employees on the payroll of TCIL engaged in or in relation to the Demerged Undertaking 2 immediately prior to the Effective Date, shall become the employees of Qness without any break or interruption of service and with the benefit of continuity of service on terms and conditions which are not less favourable than the terms and conditions as were applicable.

37.2 Qness agrees that the service of all employees engaged in or in relation to the Demerged Undertaking 2 immediately prior to the Effective Date shall be taken into account for the purpose of all retirement benefits to which they may be eligible in TCIL immediately prior into coming into effect of this Scheme. Qness further agrees that for the purpose of payment of any retrenchment compensation, gratuity, grants, or other terminal benefits, such past service with TCIL, shall also be taken into account and agrees and undertakes to pay the same as and when payable. Further, it is hereby clarified that the employees of TCIL engaged in or in relation to the Demerged Undertaking 2 are neither holding any stock options of TCIL nor shall be granted any stock options by TCIL.

37.3 Upon the coming into effect of this Scheme, Qness shall make all the necessary contributions for such transferred employees engaged in or in relation to the Demerged Undertaking 2 and deposit the same in provident fund, gratuity fund or superannuation fund or any other special fund or staff welfare scheme or any other special scheme. Qness will also file relevant intimations to the statutory authorities concerned who shall take the same on record and substitute the name of Qness for TCIL.

37.4 Subject to the Applicable Law, the existing provident fund, gratuity fund and pension and /or superannuation fund/trusts, retirement funds or employees state insurance schemes or pension scheme or employee deposit linked insurance scheme or any other benefits, if any, created by TCIL for employees engaged in or in relation to the Demerged Undertaking 2, shall be continued on the same terms and conditions and will be



transferred to the necessary funds, schemes or trusts of Qess without any separate act, deed or approval and till the time such necessary funds, schemes or trusts are created by Qess, all contribution shall continue to be made to the existing funds, schemes or trusts of TCIL.

38. **EMPLOYEE STOCK OPTIONS**

- 38.1 Details of the employee stock options ("**ESOPs**") under the ESOP Schemes are provided in **Schedule 3** to this Scheme.
- 38.2 As on 5 Business Days prior to the Effective Date, all ESOPs which have not been granted under the (i) Thomas Cook Employees Stock Option Plan 2007 and (ii) Sterling Holiday Resorts (India) Limited Employee Stock Option Scheme 2012, shall lapse automatically without any further act, instrument or deed by TCIL, or its employees and without any approval or acknowledgment of any third party.
- 38.3 With respect to the outstanding ESOPs as referred to in **Schedule 3** ("**Outstanding ESOPs**") as on 5 Business Days prior to the Effective Date, TCIL shall, for the exercise of the Outstanding ESOPs, set up an employee benefit trust ("**ESOP Trust**") for the benefit of the relevant grantees of such Outstanding ESOPs ("**Relevant Employees**") (as approved by the Nomination & Remuneration Committee and as defined in each of the respective ESOP Schemes mentioned in **Schedule 3**), for the sole purpose of implementing the provisions of this Clause. Further, the Outstanding ESOPs as referred to in **Schedule 3** shall be reduced by any equity shares allotted pursuant to exercise of options that are exercised between March 31, 2018 and 5 Business Days before the Effective Date.
- 38.4 On or after the Effective Date but before the Record Date 2, (i) all Outstanding ESOPs shall stand accelerated in accordance with the terms of the respective ESOP Schemes ("**Acceleration**"), (ii) TCIL shall, as per Section 67 of the Act, Rule 16 of Companies (Share Capital and Debenture) Rules, 2014, SEBI (Share Based Employee Benefits) Regulations 2014 ("**SEBI ESOP Regulations**"), and other applicable provisions of the Act, SEBI ESOP Regulations and



- rules, regulations, circulars and notifications framed thereunder, grant an interest free loan (“**ESOP Loan**”) to the ESOP Trust to enable the ESOP Trust to pay, the price (determined as per IT Act) towards the exercise of Outstanding ESOPs, (iii) the ESOP Trust shall immediately on receipt of the ESOP Loan, pay the entire amount of the ESOP Loan to TCIL as payment of the price towards Outstanding ESOPs, (iv) TCIL shall allot equity shares of TCIL to the ESOP Trust against the Outstanding ESOPs, and (v) the ESOP Schemes shall be subsumed under the ESOP Trust.
- 38.5 If the ESOP Trust is a shareholder of TCIL as on the Record Date 2, upon coming into effect of the Scheme, Qness shall issue and allot equity shares to the ESOP Trust as per the Share Entitlement Ratio and in accordance with Clause 32 (Consideration) of the Scheme. The equity shares issued and allotted by Qness to the ESOP Trust, in terms of Clause 38.4 above, shall be subject to the provisions of the Memorandum and Articles of Association of Qness and shall rank *pari passu* in all respects with the then existing equity shares of Qness.
- 38.6 Once equity shares have been issued to the ESOP Trust as per the above Clause, the Relevant Employees whose Outstanding ESOPs were vested prior to the Acceleration, shall be entitled to the equity shares of TCIL and Qness held by the ESOP Trust, only on payment of the exercise price to the ESOP Trust as set out in the applicable ESOP Schemes. The Relevant Employees whose Outstanding ESOPs were not vested prior to the Acceleration, shall on completion of the remaining vesting period as per the applicable ESOP Schemes, be entitled to the equity shares of TCIL and Qness held by the ESOP Trust, only on payment of the exercise price to the ESOP Trust, as set out in the applicable ESOP Schemes. The ESOP Trust shall use the exercise price paid by the Relevant Employee to repay the ESOP Loan to TCIL. The above should be deemed to be amendment to ESOP Schemes.
- 38.7 It is further clarified that each of the Relevant Employee will be entitled to the equity shares of Qness based on the Share Entitlement Ratio as mentioned in Clause 32 of the Scheme, based on TCIL shares received by them.



- 38.8 Fractional entitlements arising, if any, in respect of equity shares of Quess at the time of transfer by ESOP Trust to any Relevant Employee based on the Share Entitlement Ratio as mentioned in Clause 32 of the Scheme shall be dealt in accordance with following clause.
- 38.9 In respect of all the fractional entitlements, ESOP Trust shall consolidate all fractional entitlements, and transfer equity shares of Quess in lieu thereof to a trustee(s) of the ESOP Trust ("**Trustee**") or such other authorized representative(s) as the Trustee shall appoint in this behalf, who shall hold the equity shares of Quess, in trust on behalf of the Relevant Employee entitled to fractional entitlements with the express understanding that such Trustee or other authorized representative(s) shall sell the same in the market at such time or times and at such price or prices and to such person or persons, as he may deem fit, and pay to ESOP Trust, the net sale proceeds thereof, whereupon ESOP Trust shall distribute such net sale proceeds (after deduction of applicable taxes, if any) to the Relevant Employee in proportion to their respective fractional entitlements. The Trustee, if it deems necessary, in the interests of Relevant Employees, approve such other method in this behalf as it may, in its absolute discretion, deem fit.
- 38.10 It is clarified that subject to Applicable Law, the consent to the Scheme by the shareholders of TCIL shall be deemed to be Consent, as an integral part of this Scheme, to (i) the amendment to the ESOP Schemes; (ii) setting up of the ESOP Trust; (iii) grant and repayment of the ESOP Loan; and (iv) the implementation of the ESOP Schemes and the exercise of the Outstanding ESOPs as per the requirements of the Act, SEBI ESOP Regulations or any other Applicable Law.
- 38.11 TCIL shall take such actions and execute such further documents as may be necessary or desirable for the purpose of giving effect to the provisions of this Clause.
- 38.12 For the purposes of this Clause 38, the term "**Business Day**" means a day (excluding Saturdays, Sundays and public holidays)



on which banks are generally open in Mumbai for the transaction of normal banking business.

39. **TREATMENT OF THE SCHEME FOR THE PURPOSES OF IT ACT**

39.1 This part of the Scheme has been drawn up to comply with the conditions relating to "Demerger" as specified under Section 2(19AA) of the IT Act. If any of the terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said section shall prevail and the Scheme shall stand modified to the extent necessary to comply with the Section 2(19AA) of the IT Act. Such modification will however not affect other parts of the Scheme.

40. **COSTS**

40.1 Until the Effective Date, TCIL and Qness shall bear their own costs, charges and expenses, in relation to or in connection with or incidental to the Scheme. Provided however that all stamp duty charges with respect to the issuance and allotment of shares contemplated under this Part of the Scheme, payment of all stamp duty and registration charges and other transfer charges in relation to this Part of the Scheme and the matters contemplated herein shall be borne and paid by TCIL and Qness as applicable in their respective States.

41. **REMAINING BUSINESS 2**

41.1 The Remaining Business 2 and all the assets, liabilities and obligations relating or pertaining thereto shall continue to belong solely to and continue to be vested solely in and be managed by TCIL.

41.2 All legal, tax and other proceedings by or against TCIL under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, whether or not in respect of any matter arising before the Effective Date, which does not specifically pertain or relate to the Demerged Undertaking 2 (including those relating to any right, power, liability, obligation or



duty, of TCIL in respect of the Remaining Business 2) shall be continued and enforced solely by or against TCIL only, without any liability arising on Qness or its shareholders.

41.3 TCIL shall carry on all business and activities pertaining or relating to the Remaining Business 2 in its own name and on its own account and its own behalf in all respects.

42. **CONDUCT OF BUSINESS TILL EFFECTIVE DATE**

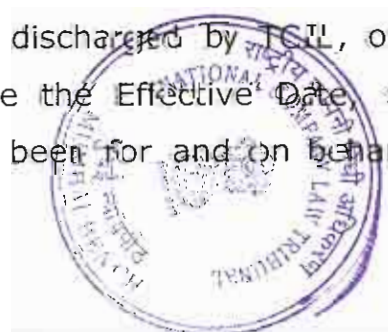
With effect from the date of approval of the Scheme by the Board of Directors of TCIL and Qness and up to the Effective Date:

42.1 TCIL shall, in respect of the Demerged Undertaking 2, be deemed to have been carrying on and shall carry on its business and activities and shall hold and stand possessed of and hold all its properties and assets for and on account of and in trust for Qness. TCIL hereby undertakes to hold its said assets with utmost prudence until the Effective Date.

42.2 On or after the Appointed Date but before the Effective Date, all the profits or income accruing or arising to TCIL, in respect of the Demerged Undertaking 2 or expenditure or losses arising to or incurred by TCIL in respect of the Demerged Undertaking 2, shall for all purposes and intents be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses (as the case may be) of Qness.

42.3 TCIL shall carry on the business and activities with reasonable diligence and prudence and shall not without the prior written consent of Qness, alienate, charge, mortgage, Encumber or otherwise deal with or dispose-off, the Demerged Undertaking 2, except in the ordinary course of business. TCIL shall not undertake any new businesses within the Demerged Undertaking 2 except in the ordinary course of its business.

42.4 Where any of the liabilities and obligations attributed to the Demerged Undertaking 2, has been discharged by TCIL, on or after the Appointed Date but before the Effective Date, such discharge shall be deemed to have been for and on behalf of Qness.



- 42.5 All loans raised and liabilities incurred by TCIL, after the Appointed Date but before the Effective Date and subsisting as on the Effective Date, for operations of the Demerged Undertaking 2 shall be discharged by Qess on or after the Effective Date.
- 42.6 TCIL shall not vary the terms and conditions of service of the employees or conclude settlements with unions or employees, except in the ordinary course of business or consistent with past practice or pursuant to any pre-existing obligation without the prior written consent of the Board of Directors of Qess.

PART E

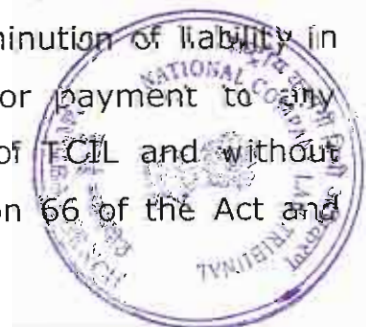
GENERAL TERMS & CONDITIONS

43. APPLICATIONS TO NCLT

- 43.1 TCIL, TCI, TCTSL, TCF, SOTC TRAVEL and Qess, shall, with all reasonable dispatch, simultaneously, make necessary applications/ petitions to the NCLT, where the registered offices of TCIL, TCF, TCTSL, SOTC TRAVEL, TCI and Qess are situated, for sanctioning this Scheme and all matters ancillary or incidental thereto under Sections 230 to 232 read with Sections 52, 55 and 66 and other applicable provisions of the Act.

44. CAPITAL REORGANIZATION OF TCIL, TCI AND QESS

- 44.1 The balance in the 'Reserve on restructuring' account in the books of TCIL (as per Clause 33.2.2 and Clause 20.1.6 above), shall be transferred to capital redemption reserve (to the extent available) and the balance, if any, to securities premium account of TCIL. The said reduction (i.e. of capital redemption reserve and/ or securities premium account) shall be in accordance with the provisions of Section 230 read with Sections 52, 55 and 66 of the Act as the same does not involve either diminution of liability in respect of unpaid share capital of TCIL or payment to any shareholder of any paid up share capital of TCIL and without having to follow the procedure under Section 66 of the Act and



- the NCLT Order(s) sanctioning the Scheme shall be deemed to be an order under the relevant provisions of the Act confirming such reduction of share capital of TCIL.
- 44.2 Further, the balance in the 'Reserve on restructuring' account in the books of TCI created as per Clause 7.2.2 above, shall be transferred to capital redemption reserve (to the extent available) and the balance, if any, to securities premium account of TCI. The said reduction (i.e. of capital redemption reserve and/ or securities premium account) shall be in accordance with the provisions of Section 230 read with Sections 52, 55 and 66 of the Act as the same does not involve either diminution of liability in respect of unpaid share capital of TCI or payment to any shareholder of any paid up share capital of TCI and without having to follow the procedure under Section 66 of the Act and the NCLT Order(s) sanctioning the Scheme shall be deemed to be an order under the relevant provisions of the Act confirming such reduction of share capital of TCI.
- 44.3 Pursuant to the provisions of Sections 230 to 232 read with Section 66 of the Act upon the Scheme coming into effect, the shares of Qness received pursuant to transfer of Demerged Undertaking 2 shall stand cancelled and reduced without any further act or deed. The said reduction shall be in accordance with the provisions of Section 230 of the Act and without having to follow the procedure under Section 66 of the Act and the NCLT Order(s) sanctioning the Scheme shall be deemed to be an order under the relevant provisions of the Act confirming such reduction of share capital of Qness.
- 44.4 Further, the balance in capital reserve account created in the books of Qness as per clause 33.3.3 shall be utilized (to the extent available) towards the cancellation of shares in Qness received pursuant to transfer of Demerged Undertaking 2 as per Clause 44.3 above. The difference, if any, shall be transferred to general reserve. The said utilization of capital reserve shall be in accordance with the provisions of Section 230 read with Section 66 of the Act without having to follow the procedure under Section 66 of the Act, as the said utilization of capital reserve



does not involve payment to any shareholder and the NCLT Order(s) sanctioning the Scheme shall be deemed to be an order under the relevant provisions of the Act confirming such utilization of capital reserve in the books of Ques.

45. **CHANGE OF NAME OF TCIL AND SOTC TRAVEL**

45.1 Upon sanction of this Scheme, the name of TCIL shall automatically stand changed without any further act, instrument or deed on the part of TCIL to "**TC Travel Services Limited**" or any other name approved by Registrar of Companies and the memorandum of association and articles of association of TCIL 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 Section 13, 14 and Section 16 of the Act or any other applicable provisions of the Act, would be required to be separately passed.

45.2 Upon sanction of this Scheme, the name of SOTC TRAVEL shall automatically stand changed without any further act, instrument or deed on the part of SOTC TRAVEL, to "**Travel Corporation (India) Limited**" or any other name approved by Registrar of Companies and the memorandum of association and articles of association of SOTC TRAVEL 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 Section 13, 14 and Section 16 of the Companies Act, 2013 or any other applicable provisions of the Act, would be required to be separately passed.

45.3 Upon coming into effect of this scheme, SOTC TRAVEL shall be converted into a public company in compliance of Section 14 of the Act; and SOTC TRAVEL shall adopt a new set of articles of association as may be approved by its Board of Directors or shall adopt the articles of association as that of TCI 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 Section 14 of the Act or any other applicable provisions of the Act, would be required to be separately passed.

46. **MODIFICATIONS OR AMENDMENTS TO THE SCHEME**

46.1 TCIL, TCI, TCTSL, TCF, SOTC TRAVEL and Quess by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize including any committee or sub-committee thereof, may, collectively, make and/or Consent to any modifications/ amendments to the Scheme or to any conditions or limitations that the NCLT or any other Governmental Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them. TCIL, TCI, TCTSL, TCF, SOTC TRAVEL and Quess by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize including any committee or sub-committee thereof, shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith. In case, post approval of the Scheme by the NCLT, there is any confusion in interpreting any clause of this Scheme, or otherwise, the Board of Directors of TCIL, TCI, TCTSL, TCF, SOTC TRAVEL and Quess shall jointly have complete power to take the most sensible interpretation so as to render the Scheme operational.

47. **WITHDRAWAL OF THE SCHEME**

47.1 TCIL, TCI, TCTSL, TCF, SOTC TRAVEL and Quess shall be at liberty to withdraw this Scheme at any time as may be mutually agreed by all of the Board of Directors of TCIL, TCI, TCTSL, TCF, SOTC TRAVEL and Quess prior to the Effective Date. In such a case, TCIL, TCI, TCTSL, TCF, SOTC TRAVEL and Quess shall respectively bear their own cost or as may be mutually agreed. It is hereby clarified that notwithstanding anything to the contrary contained in this Scheme, TCIL, TCI, TCTSL, TCF, SOTC TRAVEL



or Quess shall not be entitled to withdraw the Scheme unilaterally without the prior written Consent of the other.

48. **SCHEME CONDITIONAL ON APPROVALS/ SANCTIONS**

48.1 The Scheme is and shall be conditional upon and subject to the following:

48.1.1 The requisite Consents, no-objections and approvals of the Stock Exchanges and SEBI to the Scheme in terms of the SEBI Circular and/or SEBI (Listing Obligations and Disclosures Requirements) Regulations, 2015, on terms acceptable to TCIL, TCI, TCTSL, TCF, SOTC TRAVEL and Quess;

48.1.2 The Scheme being approved by respective requisite majorities in numbers and value of such classes of members and creditors of the companies as may be directed by the NCLT;

48.1.3 The Scheme being approved by the majority of shareholders including non-interested Promoter or Promoter group (members) of Quess (by way of e-voting) as required under the SEBI Circular;

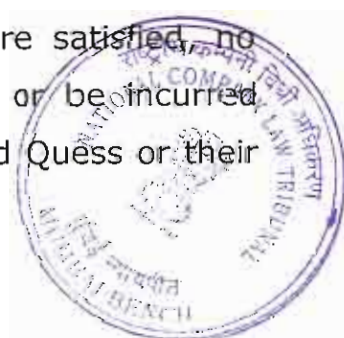
48.1.4 TCIL having received an approval from the RBI for making investment in non-financial services activities overseas.

48.1.5 The Scheme being sanctioned by the NCLTs under Section 230 to 232 read with Section 52, 55 and 66 of the Act, on terms acceptable to TCIL, TCI, TCTSL, TCF, SOTC TRAVEL and Quess; and

48.1.6 Last of the certified copies of the NCLT Order(s) being filed with the Registrar of Companies by TCIL, TCI, TCTSL, TCF, SOTC TRAVEL and Quess respectively.

49. **EFFECT OF NON-RECEIPT OF APPROVALS / SANCTIONS**

49.1 The Scheme shall not come into effect unless the aforementioned conditions mentioned in Clause 48.1 above are satisfied and in such an event, unless each of the conditions are satisfied, no rights and liabilities whatsoever shall accrue to or be incurred inter se TCIL, TCI, TCTSL, TCF, SOTC TRAVEL and Quess or their



respective shareholders or creditors or employees or any other Person.

50. **SCHEME AS AN INTEGRAL WHOLE AND SEVERABILITY**

50.1 The provisions contained in this Scheme are inextricably inter-linked with the other provisions and the Scheme constitutes an integral whole. The Scheme would be given effect to only if it is approved in its entirety unless specifically agreed otherwise by the respective Board of Directors of TCIL, TCI, TCTSL, TCF, SOTC **TRAVEL and Quess.**

51. **MISCELLANEOUS**

51.1 If any part and/ or provision of this Scheme hereof is invalid, ruled illegal by any court or tribunal of competent jurisdiction or unenforceable under present or future laws, then it is the intention of the parties to the Scheme that such provision shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such part and/ or provision shall cause this Scheme to become materially adverse to any party, in which case the parties to the Scheme shall attempt to bring about a modification in the Scheme, as will best preserve for such parties the benefits and obligations of the Scheme, including but not limited to such part and/ or provision.



SCHEDULE 1

TERMS AND CONDITIONS OF NCOCPs

1.	Dividend	0.01% p.a.
2.	Face value	Rs. 10 each
3.	Terms of conversion	Convertible at the option of the issuer (SOTC TRAVEL)
4.	Conversion	One (1) NCOCPs of Rs. 10/- each will be converted into One (1) equity share of Rs. 10/- each
5.	Redemption	Preference shares outstanding at the end of 20 years shall be converted into equity shares as per the above conversion ratio
6.	Call Option	Issuer (SOTC TRAVEL) will have an option to convert the NCOCPs or redeem the NCOCPs at any time after the end of one (1) year from the date of allotment



SCHEDULE 2

The following objects clause shall be added to the matters which are necessary for furtherance of the objects specified in Clause III.(A)(4) of the memorandum of association of TCIL :

1. To carry on the business of handling inward foreign tourist activity in India including independent and conducted tours, safaris, expeditions, conferences, meetings and other group movements and also to handle similar foreign tourist activity in other parts of the world through its own offices and agents and correspondents.
2. To carry on the business of designing, developing, establishing, maintaining, buying, importing, exporting, selling, trading, providing, licensing, implementing, consulting and training in all kinds of software, hardware, systems, programs, products, applications and services, including handling of customer support services in relation to travel & tourism industry and travel related and allied services, by establishing business process outsource units, knowledge process outsource units, call centers, data centers and the like whether pertaining to own customers or clients customers from within India or outside, for requests received over telephone, fax, email, web, kiosk, post, video conferencing or any other mode and to set up research and development centers and train, educate in one or more of the above areas and to market the latest developments in national and international scenario and implement the same to economize and simplify the operations and to carry on the business of providing communication facilities either computer aided or telephone or any other mode in India or anywhere in world.
3. To carry on the business of booksellers, stationers, publishers and restaurant proprietors, and to carry on the business of booking seats at theatres, cinemas and other places of amusements.
4. To carry on the business of handling travel and tourist activity including organizing independent and conducted tours and



safaris, expeditions, conferences, meetings and other group movements in India as well as other parts of the world through its own offices, agents and correspondents; to carry on business as tourist agents and contractors and to facilitate traveling, provide for tourist and travellers, conveniences of all kinds in the way of tickets of all types, hotel and lodging accommodation, guides and safe deposit facilities; to charter, book or reserve ships, trains, aeroplanes, omnibus, motorbus, motor lorries, motor cars, wagons, carts and carriages of every description and to book and to reserve accommodations and rooms in hotels, restaurants and boarding and/or lodging houses and to take houses on hire, furnished or unfurnished; to own, hire, let, ply, run and maintain cars, buses, coaches, aeroplanes, conveyance and other transport services for tourist and passengers in India and abroad; to carry on the business of providing business process outsourcing services in India or abroad of any and every description, using the latest IT - enabled tools, including electronic document and account management services, back office services, e-commerce services, development of consumer oriented e-commerce, web-base information systems, client server application, network management, software development services, computer related consultancy services, support services and any other similar or related services and to provide customer, technical and other support and for the purpose to act as representative, consultant, know how provider, sponsor, franchiser or licensor necessary for tour, travel, entertainment and leisure business; to carry on the business of marketing of various financial products, providing back office support like data processing, payroll accounting, accounting and such other financial services; providing for services of human resource development including recruitment of manpower and training and development, in India or elsewhere and for all the aforesaid activities to engage and deploy manpower to the customers.

5. To act as money changers, brokers, dealers, agents, buyers and sellers of all foreign exchange in the form of currencies,



travellers' cheques, bonds, notes, instruments, papers, documents, subject to the approval of the Reserve Bank of India and other competent authorities, wherever necessary; to take positions, hold and trade on the movements of foreign currencies on behalf of customers or otherwise, to hold, operate and transact in foreign currencies and/or exchange by maintaining foreign currency bank accounts or otherwise, and to issue or act as agents for travellers' cheques, credit cards, phone cards and all instruments in any currency, subject to all rules, regulations and approvals as may be necessary and to deal in documents related to import or export trade, payables or receivables or securities either within or outside India; to engage in the foreign exchange money changing business, money transfer services in foreign exchange, either in the form of foreign currency notes / coins or travellers' cheques or any other negotiable instruments to or from India or abroad; to deal in currency or exchange options, swaps, futures, in foreign or Indian currencies in direct or derivative forms in India or abroad on the Company's own behalf or on behalf of its clients; to manage, acquire, hold, exchange, dispose of monies, foreign exchange, investments, funds, pools relating to and/or emanating from India or elsewhere on its own behalf or on behalf of its clients, customers, dealers, brokers, agents, trusts, funds, Government or other bodies; to do the business of broking in exchange, currencies.

6. To acquire by purchase, lease, license, let/mortgage, exchange, rent, hire, or otherwise, and to own, hold, exploit, use, develop, operate, sell, sublet / underlet, assign, transfer, convey, exchange, create security interests in, take options over, pledge or otherwise dispose off or deal in and with, any property / assets, moveable or immovable and any rights or privileges of any kind over or in respect of any property / assets and to construct, decorate, develop, furnish, maintain, manage, operate, lease, rebuild, enlarge, alter or improve any building or other structure, now or hereafter erected on any such property.



7. To carry on the business of selling, distributing, marketing or acting as a Commission Agent for all kinds of products, on the basis of a commission, remuneration or a fee.
8. To carry on the business of an investment company and to buy, sell, underwrite, invest in, acquire, hold, shares, stock, debentures, debenture stock, bonds, obligations and securities of any kinds issued or guaranteed by any company constituted or carrying on business in India or elsewhere and debentures, debenture stock, bonds, obligations and securities issued or guaranteed by any government, State, public body or authority, supreme, municipal, local or otherwise, firm or person whether in India or elsewhere and to hold by way of investment, shares, stocks debentures, debenture stocks, bonds, obligations, units securities and other investments.
9. To carry on the business of transport of general and special cargo animals or passengers from place to place either by air or by land or by sea or partly through sea and partly by land and air whether in planes, motor vehicles, animal drawn vehicles, cars, ships, or in any other manner whatsoever and to carry on all or any of the business as of general carriers, transporters, railway and forwarding agents, clearing agents, warehouseman, storekeepers bonded Carmen and common Carmen.
10. To carry on in India or elsewhere, the business of full-fledged and I or restricted money changers and authorized dealers of all foreign currencies and to buy, sell and deal in foreign currencies of all kinds and types whether in the form of coins, bank notes or travelers cheques, to conduct transactions of all types and descriptions in foreign currencies and to convert foreign currencies into Indian rupees and vice versa, subject to the provisions of Foreign Exchange Management Act, the directions of the Reserve Bank of India and other applicable laws in force.
11. Subject to approval of Reserve Bank of India and other authorities, to carry on the business in the domestic and international capital markets, to act as authorized dealers



and full-fledged money changers, to undertake all types of foreign exchange operations, arrange for suppliers/ buyers credit, advice on foreign exchange cover operation, such as swap deals, cross currency foreign contracts / options, advice and guidance on foreign currency accounts, arranging foreign equity participation by individuals, companies, from institutions, arrange for and provide commercial, economic and financial information reports to foreign and Indian Importers/ Exporters and to act as agent for the Money Transfer Business with International and Indian Agencies all over the world and to accept credit cards of all the agencies in credit card business and dispense the cash.

12. To buy, sell, trade, exchange, deal, or otherwise engage in India or abroad, bill of exchange, letters of credit, promissory notes, cheques whether negotiable or not, currencies, drafts, travelers cheques, all kinds of units, coupons warrants, options and such other derivatives, issued or to be issued to companies, Government, Banks, firms, co-operatives, organizations, in India or abroad, and trade either as principal, broker, agent, dealer, stockiest, trader, consignee, or any other capacity and to act as Agent for issuing the travel related insurance services and to acquire membership, dealership, directorship, licenses, permits, registrations or such other positions in such other positions in such Associations, Exchange, Organizations and Bourses in India or abroad and carry on the business as members, dealers, license or any other capacity in any of these relating to money changing business.
13. To carry on the business of constructing and running hotels, restaurants, desert parlours, fast-food outlets in India and abroad and to acquire or tie-up with International hotel groups and to run the business of hotelier, hotel proprietor, hotel manager, and operators, refreshment contractors and caterers, milk and snack bar proprietors and establish and carry on in India or elsewhere the business to acquire, undertake, promote, run, manage, own, lease out, convert, build, commercialize, handle, operate, renovate, construct,



maintain, improve, exchange, furnish, recondition, hire, let on hire, develop, consolidate subdivide and I or organize hotels, restaurants, gourmets, clubs, physic Therapy Centers, Fitness Training Centre, Farm houses, resorts, Holiday Resorts, cafes, taverns, rest house, tea and coffee houses, beer houses, bars, flight carriers, lodging houses, refreshment rooms, hospitals, nursing homes, night clubs, cabarets, swimming pools, Turkish baths, lodges, apartments, house keeper services, cottages or grocers, poulterers, green grocers, licensed victuallers, discotheques, banquet halls, dressing room, laundries, hair-dresser shops, stores, libraries, writing and news paper rooms, places of amusement, places of recreation, art galleries, sports, entertainment, health clubs, travel agencies, motor cabs, theatrical and opera, box offices, cinemas, also agencies for railways, shipping and airplane companies and to prepare, retail, process, buy, sell, import, export, service, wholesale, retail, pack, repack, or otherwise, to deal in function as purveyors, of vegetables, cigarettes, cusserts and other food products, tobacco, soft drinks, ice creams, juices, cosmetics, clothes provisions, spices and other allied goods.



SCHEDULE 3

DETAILS OF EMPLOYEE STOCK OPTIONS

Sr. No.	Name of the Scheme	Status as of March 31, 2018			
		Options approved by the Shareholders	Exercised	Lapsed / Cancelled / Forfeited	Outstanding ESOPs
1.	Thomas Cook Employees Stock Option Plan 2007	1,08,00,000	43,83,548	54,33,907	9,82,545
2.	Thomas Cook Employees Stock Option Plan 2013	47,71,896	30,91,489	Nil	16,80,407
3.	Sterling Holiday Resorts (India) Limited Employee Stock Option Scheme 2012	4,30,326	1,87,056	1,27,050	1,16,220
4.	Thomas Cook Employees Stock	17,54,458	Nil	Nil	17,54,458



Sr. No.	Name of the Scheme	Status as of March 31, 2018			
		Options approved by the Shareholders	Exercised	Lapsed / Cancelled/ Forfeited	Outstanding ESOPs
	Option Scheme 2018 – Execom				
5.	Thomas Cook Employees Stock Option Scheme 2018 – Management	36,72,000	Nil	Nil	36,72,000
Total					82,05,630

Note: Outstanding ESOPs shall be adjusted for any equity shares allotted pursuant to exercise of options between March 31, 2018 and 5 Business Days before the Effective Date.



**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH
COMPANY SCHEME PETITION NO.3339OF 2019
IN**

In the matter of the Companies Act, 2013

AND

In the matter of Sections 230 to 232 read with Sections 52, 55 and 66 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013;

AND

In the matter of Composite Scheme of Arrangement and Amalgamation amongst TC Forex Services Limited and Travel Corporation (India) Limited and TC Travel Services Limited and SOTC Travel Management Private Limited and Thomas Cook (India) Limited and Qess Corp Limited and their respective shareholders ("the scheme").

Thomas Cook (India) LimitedFifth Petitioner Company

**CERTIFIED COPY OF ORDER DATED 10th
OCTOBER, 2019 AND THE SCHEME ANNEXED
TO THE PETITION**



HS

**HEMANT SETHI & CO
ADVOCATES FOR PETITIONER
+91 9820244453**