



POSTAL BALLOT NOTICE

[Pursuant to Section 110 of the Companies Act, 2013, read with Rule 22 of the Companies (Management and Administration) Rules, 2014]

To,
The Members

Notice is hereby given pursuant to the provisions of Section 110 and other applicable provisions, if any, of the Companies Act, 2013 ("Act") read with Rule 22 of the Companies (Management and Administration) Rules, 2014, (including any statutory modification or re-enactment thereof for the time being in force), for seeking consent of the members to pass the proposed resolution mentioned below through Postal Ballot including by way of Electronic Voting (e-voting).

SPECIAL BUSINESS

RESOLUTION NO. 1

To consider and approve the scheme of Amalgamation of Nesco Hospitality Private Limited ("Transferor Company") with Nesco Limited ("Transferee Company") and their respective shareholders and creditors under Section 233 of the Companies Act, 2013.

To consider and if thought fit, to pass with or without modification(s), if any, the following resolution to be passed by members with requisite value in terms of Section 233(1)(b) of the Companies Act, 2013 as **Special Resolution**:

"RESOLVED THAT pursuant to the provisions of Section 233 and other applicable provisions, if any, of the Companies Act, 2013, read with Rule 25 of Companies (Compromises, Arrangements and Amalgamation) Rules, 2016, including any statutory modifications, amendments, re-enactments thereof for the time being in force, applicable Regulations of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the provisions of Memorandum and Articles of Association of the Company and subject to requisite approvals, permissions from the Regional Director (Western Region), Ministry of Corporate Affairs or such other competent authority as may be applicable in this regard and such other conditions, if any, the Scheme of Amalgamation of Nesco Hospitality Private Limited ("Transferor Company") with Nesco Limited ("Transferee Company") and their respective shareholders and creditors be and is hereby approved.

RESOLVED FURTHER THAT Mr. Sumant J. Patel - Executive Chairman, Mr. Krishna S. Patel – Managing Director and Ms. Jinal J. Shah – Company Secretary and Compliance Officer of the Company be and are hereby severally authorised to do all acts, deeds and things as may be considered necessary to give effect to this resolution and to effectively implement the arrangements embodied in the Scheme and to accept such modifications, amendments, limitations and /or conditions, if any, which may be required and / or imposed by the statutory authorities under any law, or as may be required for the purpose of resolving any doubts or difficulties that may arise in giving effect to the Scheme, as may be deemed fit and proper."

By Order of the Board

For Nesco Limited

**Jinal J. Shah
Company Secretary and
Compliance Officer**

Registered Office:

Nesco Center,
Western Express Highway,
Goregaon (East),
Mumbai – 400063.

Mumbai
11 November 2019

NOTES –

1. An explanatory statement pursuant to Section 102 of the Act, setting out material facts and reasons for the proposed Special resolution are appended herein below.
2. Pursuant to the provisions of Section 110 of the Act read with the Companies (Management and Administration) Rules, 2014, a Company is mandatorily required to, in case of certain prescribed items of special business and has an option to in case of other items of special business, to seek the approval of the shareholders to certain resolution(s) through Postal Ballot, instead of getting it passed at a General Meeting. Accordingly, your approval is sought for the resolutions contained in this Notice through Postal Ballot.
3. Ms. Neeta H. Desai of M/s ND & Associates, Practicing Company Secretaries has been appointed as Scrutinizer for conducting the postal ballot process in accordance with the Act and the Rules made thereunder and in a fair and transparent manner.
4. Notice of the Postal Ballot may be served on the members through electronic means. Members who have registered their e-mail IDs with depositories or with the Company are being sent this Notice of Postal Ballot by e-mail and the members who have not registered their e-mail IDs will receive Notice of Postal Ballot along with the Postal Ballot Form by post.
5. The Postal Ballot Notice is being sent to all the shareholders whose names appear on the Register of Members/list of Beneficial Owners, as received from National Securities Depository Limited (NSDL)/Central Depository Services (India) Limited (CDSL) as on 18 November 2019.

Kindly note that the Members can opt for only one mode of voting i.e. either by Postal ballot or e-voting. However, in case Member(s) cast their vote both via Postal ballot and e-voting, then voting validly done through e-voting shall prevail and voting done by physical ballot shall be treated as invalid.

6. A Postal Ballot Form and a postage prepaid self-addressed business reply envelope are attached to this Notice. The self-addressed envelope bears the address to which duly completed Postal Ballot Form is to be sent.
7. The shareholders who do not receive the Postal Ballot Form may apply to the Company to receive the duplicate thereof.
8. The Scrutinizer will submit her final report to the Chairman as soon as possible after the last date of receipt for Postal Ballot Forms but not later than the closing of working hours on 31 December 2019.
9. The results of the voting by Postal Ballot will be declared by the Chairman at the registered office of the Company at Nesco Center, Western Express Highway, Goregaon (East), Mumbai – 400063 on or before 31 December 2019. The results will also be posted on the website of the Company at www.nesco.in and on the website of stock exchanges at www.bseindia.com and www.nseindia.com by way of intimation to the Stock Exchanges on which the Company is listed. The date of declaration of postal ballot results will be taken as the date of passing the resolution.
10. The Notice of Postal Ballot is placed on the website of the Company at www.nesco.in.

VOTING THROUGH ELECTRONIC MEANS

Pursuant to Section 108 of the Companies Act, 2013, Rule 20 of the Companies (Management and Administration) Rules, 2014 as amended from time to time and Regulation 44 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Company is pleased to provide e-Voting facility to all its Members, to enable them to cast their votes electronically instead of dispatching the physical Postal Ballot Form by post.

The Company has engaged Link Intime India Private Limited (LIIPL) as the authorized agency to provide e-voting facility to its members. The instructions for shareholders voting electronically are as under:

- i. The remote e-voting period begins on Saturday, 30 November 2019 at 9.00 A.M. and ends on Sunday, 29 December 2019 at 5.00 P.M. During this period shareholders of the Company holding shares either in physical form or in dematerialized form, as on the cut-off date (record date) of 18 November 2019 may cast their vote electronically. The e-voting module shall be disabled by LIIPL for voting thereafter.
- ii. Visit the e-voting system of LIIPL. Open web browser by typing the following URL: <https://instavote.linkintime.co.in>.
- iii. Click on "Login" tab, available under 'Shareholders' section.

- iv. Enter your User ID, password and image verification code (CAPTCHA) as shown on the screen and click on "SUBMIT".
- v. Your User ID details are given below:
 - a. **Shareholders holding shares in demat account with NSDL:** Your User ID is 8 Character DP ID followed by 8 Digit Client ID
 - b. **Shareholders holding shares in demat account with CDSL:** Your User ID is 16 Digit Beneficiary ID
 - c. **Shareholders holding shares in Physical Form (i.e. Share Certificate):** Your User ID is Event No + Folio Number registered with the Company
- vi. Your Password details are given below:
 - a. If you are using e-Voting system of LIIPL: <https://instavote.linkintime.co.in> for the first time or if you are holding shares in physical form, you need to follow the steps given below:

Click on "Sign Up" tab available under 'Shareholders' section register your details and set the password of your choice and confirm (The password should contain minimum 8 characters, at least one special character, at least one numeral, at least one alphabet and at least one capital letter).

| For Members holding shares in Demat Form and Physical Form | |
|---|--|
| PAN | <p>Enter your 10 digit alpha-numeric PAN issued by Income Tax Department (applicable for both demat shareholders as well as physical shareholders).</p> <ul style="list-style-type: none"> • Members who have not updated their PAN with depository Participant or in the company record are requested to use the sequence number which is printed on Ballot Form / Attendance Slip indicated in the PAN Field. |
| DOB / DOI | Enter the DOB (Date of Birth)/ DOI as recorded with depository participant or in the company record for the said demat account or folio number in dd/mm/yyyy format. |
| Bank Account Number | <p>Enter the Bank Account number as recorded in your demat account or in the company records for the said demat account or folio number.</p> <ul style="list-style-type: none"> • Please enter the DOB/ DOI or Bank Account number in order to register. If the above mentioned details are not recorded with the depository participants or company, please enter Folio number in the Bank Account number field as mentioned in instruction (v-c). |

- b. If you are holding shares in demat form and had registered on to e-Voting system of LIIPL: <https://instavote.linkintime.co.in>, and/or voted on an earlier voting of any company then you can use your existing password to login.
- vii. If Shareholders holding shares in Demat Form or Physical Form have forgotten password:
 - a. Enter User ID, select Mode and Enter Image Verification code (CAPTCHA). Click on "SUBMIT".
 - b. Incase shareholder is having valid email address, Password will be sent to the shareholders registered e-mail address. Else, shareholder can set the password of his/her choice by providing the information about the particulars of the Security Question & Answer, PAN, DOB/ DOI, Dividend Bank Details etc. and confirm. (The password should contain minimum 8 characters, at least one special character, at least one numeral, at least one alphabet and at least one capital letter)
- NOTE:** The password is to be used by demat shareholders for voting on the resolutions placed by the company in which they are a shareholder and eligible to vote, provided that the company opts for e-voting platform of LIIPL.
- viii. For shareholders holding shares in physical form, the details can be used only for voting on the resolutions contained in this Notice.
- ix. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential.

x. Cast your vote electronically

- a. After successful login, you will be able to see the notification for e-voting on the home page of INSTA Vote. Select/ View "Event No" of the company, you choose to vote.
- b. On the voting page, you will see "Resolution Description" and against the same the option "Favour/ Against" for voting. Cast your vote by selecting appropriate option i.e. Favour/Against as desired.
Enter the number of shares (which represents no. of votes) as on the cut-off date under 'Favour/Against'. You may also choose the option 'Abstain' and the shares held will not be counted under 'Favour/Against'.
- c. If you wish to view the entire Resolution details, click on the 'View Resolutions' File Link.
- d. After selecting the appropriate option i.e. Favour/Against as desired and you have decided to vote, click on "SUBMIT". A confirmation box will be displayed. If you wish to confirm your vote, click on "YES", else to change your vote, click on "NO" and accordingly modify your vote.
- e. Once you confirm your vote on the resolution, you will not be allowed to modify or change your vote subsequently.
- f. You can also take the printout of the votes cast by you by clicking on "Print" option on the Voting page.

xi. General Guidelines for shareholders:

- a. Institutional shareholders (i.e. other than Individuals, HUF, NRI etc.) and Custodian are required to log on to e-Voting system of LIIPL: <https://instavote.linkintime.co.in> and register themselves as '**Custodian / Mutual Fund / Corporate Body**'.
They are also required to upload a scanned certified true copy of the board resolution /authority letter/power of attorney etc. together with attested specimen signature of the duly authorised representative(s) in PDF format in the '**Custodian / Mutual Fund / Corporate Body**' login for the Scrutinizer to verify the same.
- b. During the voting period, shareholders can login any number of time till they have voted on the resolution(s) for a particular "Event".
- c. Shareholders holding multiple folios/demat account shall choose the voting process separately for each of the folios/demat account.
- d. In case the shareholders have any queries or issues regarding e-voting, please refer the Frequently Asked Questions ("FAQs") and Instavote e-Voting manual available at <https://instavote.linkintime.co.in>, under Help section or write an email to enotices@linkintime.co.in or Call us :- Tel : 022 - 49186000.

ANNEXURE TO THE NOTICE

EXPLANATORY STATEMENT IN PURSUANCE OF SECTION 102(1) OF THE COMPANIES ACT, 2013

RESOLUTION NO. 1

To consider and approve the scheme of Amalgamation of Nesco Hospitality Private Limited ("Transferor Company") with Nesco Limited ("Transferee Company") and their respective shareholders and creditors under Section 233 of the Companies Act, 2013.

The scheme of Amalgamation of Nesco Hospitality Private Limited ("Transferor Company") with Nesco Limited ("Transferee Company") was approved by the Board of Directors of the Company at its meeting held on 24 May 2019.

The Transferor Company is wholly owned subsidiary of Transferee Company. In order to consolidate and effectively manage business groups across both the Companies as a single entity, which will help in provide several benefits including streamlined group structure by reducing the number of legal entities, reducing the multiplicity of legal and regulatory compliances, rationalizing costs, elimination of administrative functions and multiple record-keeping, thus reducing expenditure considerably. The amalgamation will thus eliminate a multi-layered structure and reduce managerial overlaps, which are necessarily involved in running multiple entities and will also prevent cost duplication that can erode financial efficiencies of a holding structure and the resultant operations would be substantially cost-efficient.

Section 233 of the Companies Act, 2013 provides for a fast track Amalgamation of a Wholly Owned Subsidiary with its Holding Company. Considering that Nesco Hospitality Private Limited ("Transferor Company") is a Wholly Owned Subsidiary of Nesco Limited ("Transferee Company"), it is proposed to amalgamate the Wholly Owned Subsidiary with the Holding Company under Section 233 of the Companies Act, 2013 with effect from the appointed date, i.e., 01 April 2019 which requires consent of the members.

The Draft scheme had also been filed with the Registrar of Companies and Official Liquidators at Mumbai, inviting objections or suggestions, if any, on the draft scheme. We have not received any objections or suggestions from Registrar of Companies and Official Liquidator on the draft scheme of Amalgamation.

Consent of the members with requisite value on the draft Scheme of Amalgamation by way of a special resolution is required.

Background:

1. Details of the Transferor Company: Nesco Hospitality Private Limited

- a. Corporate Identification Number (CIN): U55204MH2014PTC260414
- b. Permanent Account number (PAN No.): AAECN8134H
- c. Name of the Company: Nesco Hospitality Private Limited
- d. Date of Incorporation: 26 December 2014
- e. Type of Company: Private Limited
- f. Registered Office: Hall No. 1, Nesco Complex, Western Express Highway, Goregaon (East), Mumbai – 400063.
Email address: dipesh.singhania@nesco.in
- g. The main objects of the Transferor Company are as follows-

To carry on business of Kitchens, Food Courts, Food Kiosks, Mobile Food Kiosks, Mass Catering, Eating Houses, Restaurants, Cafeterias, Cafes, Taverns, Beer Houses, Micro Breweries, Refreshment Rooms, Permit Rooms, Tea and Coffee Houses, Cold Drink Houses, Bars, Clubs, Night-Clubs, Discos, Pubs, Restaurants, Star-Category Hotels, Serviced Apartments, Business Hotels, Guest Houses, Licensed Victuallers; serve and/or sell wine, beer and spirit products; to arrange for and provide entertainment, amusement, sports, recreational and educational facilities; to invest in or enter into a contract or joint venture with any Person(s), Partnership Firms, Association of Persons (AOP), Bodies Corporate, LLP, Companies or to take over or to undertake the management of any hotels, serviced apartments, restaurants, shops, canteens, food courts, kitchens, food and beverage dispensing areas, cafeterias, canteens, lodges, resorts, gymnasium, clubs that are engaged in mentioned business activities.

- h. i. Name Change: The name of the Transferor Company has not been changed since incorporation.
ii. Object Change: The main objects of the Transferor Company have not been changed since incorporation.

- iii. Registered Office Change: There has been no change in the Registered Office address of the Company since incorporation.
- i. The Authorized, Issued and Paid up Share Capital of the Transferor Company as on 01 April 2019 is as follows-

| Particulars | Amount (Rs.) |
|--|---------------------|
| Authorized Share Capital 10,00,000 Equity Shares of Rs. 10/- each | 1,00,00,000.00 |
| Issued, Subscribed and Paid-Up Share Capital 2,50,000 Equity Shares of Rs. 10/- each fully paid up | 25,00,000.00 |

There is no change in the capital structure of the Transferor Company after the Appointed Date.

- j. The name of the Promoters, Directors and KMPs with their addresses -

| Name | Promoter / Designation | Address |
|------------------------|-------------------------------|--|
| Mr. Krishna S. Patel | Director | A-5, May Fair Gardens, Little Gibbs Road, Malabar Hill, Mumbai – 400006. |
| Mr. Dipes R. Singhania | Director | 6/5, The Malad Co-op Hsg. Soc. Ltd. Poddar Park Road, Malad East, Mumbai – 400097. |
| Nesco Limited | Promoter | Nesco Center, Western Express Highway, Goregaon (East), Mumbai – 40006. |

- k. The pre amalgamation shareholding details of Transferor Company as on 01 November 2019 is as follows –

| Sr. No. | Name of the Shareholder | No. of shares @ Rs. 10/- each | Percentage (%) |
|----------------|---|--------------------------------------|-----------------------|
| 1. | Nesco Limited | 2,49,999 | 99.99 |
| 2 | Mr. Dipes R. Singhania (Nominee of Nesco Limited) | 1 | 00.01 |
| Total | | 2,50,000 | 100.00 |

- l. The Transferor Company is a Wholly Owned Subsidiary of Transferee Company. Hence Transferee Company will not issue any shares to the shareholders of the Transferor Company pursuant to Amalgamation.
- m. The Board of Directors of the Transferor Company has approved the scheme of Amalgamation in their Board meeting held on 15 May 2019.

Names of Directors who voted in favor of the resolution are:

Mr. Krishna S. Patel
Mr. Dipes R. Singhania

Names of the Directors who voted against the resolution: None

Names of the Directors who did not vote for the resolution: None

2. Details of the Transferee Company: Nesco Limited

- a. Corporate Identification Number (CIN): L17100MH1946PLC004886
- b. Permanent Account number (PAN): AAACN1222E
- c. Name of the Company: Nesco Limited
- d. Date of Incorporation: 15 April 1946
- e. Type of Company: Public Limited, Listed Company
Stock Exchange on which listed: BSE Limited
National Stock Exchange of India Limited
- f. Registered Office: Nesco Center, Western Express Highway, Goregaon (East), Mumbai – 400063.
Email address: companysecretary@nesco.in

- g. The main objects of the Transferee Company are as follows-

To carry on business of establishing and providing premises with or without related infrastructure for holding of exhibitions, conventions and programs including but not limited to meetings, trade fairs, assemblies, rallies, performances, concerts, examinations, weddings, religious events, social programs, cultural programs, seminars, conferences.

To deal in property, development of property, purchase, sale, lease, leave and license of lands, buildings, spaces with or without related infrastructure facilities for purposes of IT Parks, Commercial, Residential and Industrial offices, Factories, Warehousing, Service centres, Retail trade, Shopping malls, Multiplexes, Hotel, and other allied activities of the said nature.

To carry on and conduct the business of manufacture and sale of plant, machinery, systems, capital goods, castings, spares, abrasives, water supply engineers, printers, carriers and merchants, and to buy, sell, manufacture, import, export, repair, convert, alter, let on hire, and deal in other articles and goods of all classes, and kinds whatsoever and to carry on any other business (manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above, or otherwise calculated, directly or indirectly to enhance the value of any of the Company's property and rights for the time being.

To set up facilities, processing units, kitchens, packaging units for preparation of food and beverages including food and beverage ingredients, to serve and cater food and to carry on business of running Cafeterias, Dining halls, Star-Category Hotels, Motels, Guest Houses, Rest Rooms, Resorts, Villas, Holiday camps, Service Apartments, Business Hotels, Restaurants, Food Courts, Food Kiosks, Mobile Food Kiosks, Mass Catering, Eating Houses, Central Kitchens, Taverns, Beer Houses, Micro-Breweries, Refreshment Rooms, Permit Rooms, Bars, Clubs, Night Clubs, Discos, Pubs, serve and/or sell wine, beer and spirit products, sell packaged food and beverages; to invest in or enter into an agreement, contract, joint venture or collaboration with any Person(s), Partnership Firms, Association of Persons (AOP), Bodies Corporate, LLP, Companies or to take over or to undertake the management of any Hotels, Service Apartments, Restaurants, Shops, Canteens, Food Courts, Kitchens, Food and Beverage Dispensing Areas, Cafeterias, Canteens, Lodges, Resorts, Gymnasium, Clubs that are engaged in mentioned business activities.

- h. i. Name Change: The name of the Transferee Company has not been changed in the last five years.
- ii. Object Change: The main objects of the Transferee Company as specified in its Memorandum of Association were altered on 27 March 2018 by way of a special resolution to insert a new sub clause in addition to the existing one, as reproduced below:

"To set up facilities, processing units, kitchens, packaging units for preparation of food and beverages including food and beverage ingredients, to serve and cater food and to carry on business of running Cafeterias, Dining halls, Star-Category Hotels, Motels, Guest Houses, Rest Rooms, Resorts, Villas, Holiday camps, Service Apartments, Business Hotels, Restaurants, Food Courts, Food Kiosks, Mobile Food Kiosks, Mass Catering, Eating Houses, Central Kitchens, Taverns, Beer Houses, Micro-Breweries, Refreshment Rooms, Permit Rooms, Bars, Clubs, Night Clubs, Discos, Pubs, serve and/or sell wine, beer and spirit products, sell packaged food and beverages; to invest in or enter into an agreement, contract, joint venture or collaboration with any Person(s), Partnership Firms, Association of Persons (AOP), Bodies Corporate, LLP, Companies or to take over or to undertake the management of any Hotels, Service Apartments, Restaurants, Shops, Canteens, Food Courts, Kitchens, Food and Beverage Dispensing Areas, Cafeterias, Canteens, Lodges, Resorts, Gymnasium, Clubs that are engaged in mentioned business activities."

iii. Registered Office Change: There has been no change in the Registered Office address of the Company.

- i. The Authorized, Issued and Paid up Share Capital of the Transferee Company as on 01 April 2019 is as follows-

| Particulars | Amount (Rs.) |
|--|---------------------------------|
| Authorized Share Capital | |
| 7,37,50,000 Equity Shares of Rs. 2/- each 2,50,000 11% Cumulative Redeemable Preference Shares of Rs. 10/- each | 14,75,00,000.00 25,00,000.00 |
| Issued, Subscribed and Paid-Up Share Capital | |
| 7,04,59,960 Equity Shares of Rs. 2/- each fully paid up | 14,09,19,920.00 |

There is no change in the capital structure of the Transferee Company after the Appointed Date.

- j. The name of the Promoters, Directors and KMPs with their addresses -

| Name | Promoter / Designation | Address |
|--|-------------------------------------|---|
| Mr. Sumant J. Patel | Executive Chairman and Promoter | A-5, May Fair Gardens, Little Gibbs Road, Malabar Hill, Mumbai – 400006. |
| Mr. Krishna S. Patel | Managing Director and Promoter | A-5, May Fair Gardens, Little Gibbs Road, Malabar Hill, Mumbai – 400006. |
| Mrs. Sudha S. Patel | Non-executive Director and Promoter | A-5, May Fair Gardens, Little Gibbs Road, Malabar Hill, Mumbai – 400006. |
| Chandler & Price (India) Pvt. Ltd. | Promoter | 412, Nirman Kendra, Famous Studio Lane, Off. Dr. E. Moses Road, Mahalaxmi West, Mumbai – 400011. |
| Patel Consultancy Services Private Limited | Promoter | 412, Nirman Kendra, Famous Studio Lane, Off. Dr. E. Moses Road, Mahalaxmi West, Mumbai – 400011. |
| S. J. Patel (HUF) | Promoter | 412, Nirman Kendra, Famous Studio Lane, Off. Dr. E. Moses Road, Mahalaxmi West, Mumbai – 400011. |
| Engineering Global Pte Limited | Promoter | 1, North Bridge Road, # 1904/05, High Street Centre, Singapore 179094. |
| Mr. Mahendra K. Chouhan | Independent Director | A/1, Shitala Krupa, 277, L. J. Road, Mahim West, Mumbai – 400006. |
| Mr. K. Srinivasa Murty | Independent Director | Flat 27/B, Anita, Mount Pleasant Road, Mumbai – 400006. |
| Mr. Jai S. Diwanji | Independent Director | Flat No. 503, Belmont, 37-D, Nepean Sea Road, Mumbai – 400036. |
| Mr. Manu M. Parpia | Independent Director | Flat No. 72, Tenerife, Little Gibbs Road 2, Malabar Hil, Mumbai– 400006. |
| Ms. Amrita Verma Chowdhury | Independent Director | 24th Floor, Tytan Building, Dubhash Lane, Nepean Sea Road, Mumbai – 400006. |
| Mr. Dipes R. Singhania | Chief Financial Officer (KMP) | 6/5, The Malad Co-op Hsg. Soc. Ltd. Poddar Park Road, Malad East, Mumbai – 400097. |
| Ms. Jinal J. Shah | Company Secretary (KMP) | B-703, Maitri Residency – II, Borsapada, Opp. Poisar Gymkhana, Kandivali (West), Mumbai – 400067. |

- k. The pre amalgamation shareholding details of Transferor Company as on 01 November 2019 is as follows –

| Sr. No. | Name of the Shareholder | No. of shares @ Rs. 10/- each | Percentage (%) |
|----------------------|--|--------------------------------------|-----------------------|
| A | Promoters | | |
| 1. | Chandler & Private (India) Pvt. Ltd. | 1,94,46,442 | 27.60 |
| 2. | Mr. Sumant J. Patel | 90,07,335 | 12.78 |
| 3. | Patel Consultancy Services Private Limited | 52,58,000 | 7.46 |
| 4. | Mrs. Sudha S. Patel | 45,74,720 | 6.49 |
| 5. | Engineering Global Pte Limited | 44,72,000 | 6.35 |
| 6. | S J Patel HUF | 31,63,640 | 4.49 |
| 7. | Mr. Krishna S. Patel | 21,25,400 | 3.02 |
| Sub Total (A) | | 4,80,47,537 | 68.19 |
| B | Others | | |
| 1 | Public Shareholding | 2,24,12,423 | 31.81 |
| Sub Total (B) | | 2,24,12,423 | 31.81 |
| Total (A+B) | | 7,04,59,960 | 100.00 |

- l. The Transferor Company is a Wholly Owned Subsidiary of Transferee Company. Hence, Transferee Company will not issue any shares to the shareholders of the Transferor Company pursuant to Amalgamation. Hence, there will be no change in the shareholding pattern of Transferee Company post Amalgamation.
- m. The Board of Directors of the Transferee Company has approved the scheme of Amalgamation in their Board Meeting held on 24 May 2019.

Names of Directors who voted in favor of the resolution are:

Mr. Sumant J. Patel
Mr. Krishna S. Patel
Mr. Mahendra K. Chouhan
Mrs. Sudha S. Patel
Mr. Jai S. Diwanji
Mr. K. S. Srinivasa Murty
Ms. Amrita Verma Chowdhury

Names of the Directors who voted against the resolution: None

Names of the Directors who did not vote for the resolution:

Mr. Manu M. Parpia, since he could not attend the Board Meeting.

3. Disclosure about the effect of the Amalgamation on:

- a. Key Managerial Personnel (KMP): There are no Key Managerial Personnel in Transferor Company. There will be no impact of the Scheme of Amalgamation on the Key Managerial Personnel of Transferee Company.
 - b. Directors: By virtue of the Scheme of Amalgamation the entire Board of Directors of the Transferor Company shall cease to have any effect. However, they shall be absorbed in the Transferee Company at some other designation with continuity of services. There will be no impact of the Scheme of Amalgamation on the Directors of Transferee Company.
 - c. Promoters: Post amalgamation, the entire shareholding of the promoters of the Transferor Company (being the Transferee Company itself) shall stand cancelled.
 - d. Non-promoter members: None.
 - e. Depositors: There are no depositor in any of the Companies.
 - f. Creditors: Creditors of the Transferor Company will become the Creditors of the Transferee Company.
 - g. Debenture holders: There are no debenture holders in any of the Companies.
 - h. Employees of the Company: Employees of the Transferor Company will become the Employees of the Transferee Company.
4. The Scheme of Amalgamation, if approved by the appropriate authorities, shall not have any adverse impact or effect on the Key Managerial Persons, Directors, Promoters, Non-Promoter members, Creditors, whether secured or unsecured and employees of all the Companies involved in the amalgamation. The Companies do not have any Depositors or Debenture Holders.
 5. Investigation or proceedings, if any, pending against the Company under the Act: None
 6. Details of approval from regulatory authorities: Not Applicable
 7. Copy of the following documents will be open for inspection at the Registered Office of the Company at Nesco Limited, Nesco Center, Hall No. 1, Second Floor, Western Express Highway, Goregaon (East), Mumbai – 400063 from Monday to Friday from 09.30 a.m. to 05.30 p.m. and the same is also displayed on the website of the Company at www.nesco.in.
 - a. Notice to the Registrar of Companies and Official Liquidator in Form CAA – 9;
 - b. Memorandum and Articles of Association of the Transferee and Transferor Company;
 - c. Copies of Audited Financial Statements of Transferee and Transferor Company for the financial year ended on 31 March 2019;
 - d. Declaration of Solvency of Transferee and Transferor Company;
 - e. Copy of Board Resolutions passed by the respective Board of Directors of the Transferee and Transferor Companies;
 - f. The certificate issued by Auditor of the Company to the effect that the accounting treatment, if any, proposed in the Scheme of Amalgamation is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013; and
 - g. Copy of the Scheme of Amalgamation.
 8. In this regard the following documents are attached to this Notice and Explanatory Statement.
 - a. Scheme of Amalgamation as Annexure I as per Rule 25(3) of the Companies (Compromise, Arrangements and Amalgamations) Rules, 2016.
 - b. Declaration of Solvency by the Company in Form CAA 10 as Annexure II Rule 25(3)(b) of the Companies (Compromise, Arrangements and Amalgamations) Rules, 2016.

None of the Directors, Key Managerial Personnel or any of their relatives, are deemed to be concerned or interested in the proposed resolution except to the extent of their shareholding, if any, in the Company.

After the Scheme is approved by the Equity Shareholders and Creditors of the Transferee Company, it will be subject to the approval / sanction of the Regional Director (Central Government) Western Region, Mumbai.

SCHEME OF ARRANGEMENT
BETWEEN
NESCO HOSPITALITY PRIVATE LIMITED
(TRANSFEROR COMPANY)
AND
NESCO LIMITED
(TRANSFeree COMPANY)
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS
FOR AMALGAMATION OF
NESCO HOSPITALITY PRIVATE LIMITED
(TRANSFEROR COMPANY)
WITH
NESCO LIMITED
(TRANSFeree COMPANY)

**UNDER SECTION 233 OF THE COMPANIES ACT, 2013 READ WITH RULE 25 OF
COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES,
2016**

Parts of the Scheme:

1. Part I - This part of Scheme contains Definitions, Capital Structure of the Transferor Company and Transferee Company.
2. Part II - This part of Scheme deals with Amalgamation of the Transferor Company with the Transferee Company in accordance with Section 233 of the Companies Act, 2013.
3. Part III - This part of Scheme deals with the Accounting Methodology adopted for the Amalgamation.
4. Part IV - This part of Scheme contains other terms and conditions applicable to the Scheme.

For NESCO LIMITED
Sangeet Paul
Authorised Signatory

For Nesco Hospitality Private Limited
Kiran Patel
Director / Authorised Signatory

SCHEME OF ARRANGEMENT

BETWEEN

**NESCO HOSPITALITY PRIVATE LIMITED
(TRANSFEROR COMPANY)**

AND

**NESCO LIMITED
(TRANSFeree COMPANY)**

AND

**THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS
FOR AMALGAMATION OF**

**NESCO HOSPITALITY PRIVATE LIMITED
(TRANSFEROR COMPANY)**

WITH

**NESCO LIMITED
(TRANSFeree COMPANY)**

**UNDER SECTION 233 OF THE COMPANIES ACT, 2013 READ WITH RULE 25 OF
COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016**

PREAMBLE

1. An overview of Scheme of Arrangement
 - 1.1. This Scheme of Arrangement is presented under the provisions of Section 233 of the Companies Act, 2013 read with Rule 25 of the Companies (Compromises, Arrangements & Amalgamations) Rules, 2016 under fast track route for amalgamation of Nesco Hospitality Private Limited ('Transferor Company' or 'Wholly Owned Subsidiary') with Nesco Limited ('Transferee Company').
 - 1.2. The Transferor Company is wholly owned subsidiary of Transferee Company hence, in consideration Transferee Company will not issue any shares under the scheme of Arrangement. The existing holding of Transferee Company in Transferor Company get cancel pursuant to the scheme of Arrangement.
 - 1.3. In addition, this Scheme of Arrangement also provides for various other matters consequential or otherwise integrally connected herewith.
2. Background and Description of Companies
 - 2.1. Nesco Hospitality Private Limited or NHPL or Transferor Company bearing CIN No. U55204MH2014PTC260414 was incorporated on 26 December 2014 in accordance with the provisions of the Companies Act, 2013. The registered office of the Transferor Company is situated at Hall No. 1, Nesco Complex, Western Express Highway, Goregaon (East), Mumbai –

For NESCO LIMITED

Authorised Signatory

For Nesco Hospitality Private Limited

Director / Authorised Signatory

400063. The Transferor Company is engaged in the business of Kitchens, Food Courts, Food Kiosks, Mass Catering, etc.

The main objects of the Transferor Company are set out in its Memorandum of Association.

Transferor Company is a wholly owned subsidiary of Transferee Company.

- 2.2. Nesco Limited or NESCO or Transferee Company bearing CIN L17100MH1946PLC004886 was incorporated on 15 April 1946 in accordance with the provisions of the Companies Act, 1956. The Registered Office of Transferee Company is situated at Nesco Center, Western Express Highway, Goregaon (East), Mumbai – 400063. The shares of the Company are listed on BSE Limited and National Stock Exchange of India Limited.

The Transferee Company is engaged in diversified business of Constructing an IT Park and providing space on license basis, providing space for trade fairs, exhibitions, conventions and conferences.

Apart from the aforesaid business, the Company is also engaged in the business of Kitchens, Food Courts, Food Kiosks, Mass Catering, etc.

The Company has also obtained all the necessary Licenses, Approval and Registrations required for running the business.

3. Objects and Rationale for the Scheme

- 3.1. The Transferor Company is wholly owned subsidiary of Transferee Company and engaged in similar nature of business. In order to consolidate the similar nature of business at one place and effectively manage the Transferor Company and Transferee Company as a single entity, which will provide several benefits including streamlined group structure by reducing the number of legal entities, reducing the multiplicity of legal and regulatory compliances, rationalizing costs, it is intended that the Transferor Company be amalgamated with Transferee Company.
- 3.2. The independent operations of the Transferor Company and Transferee Company leads to incurrence of significant costs and the amalgamation would enable economies of scale by attaining critical mass and achieving cost saving. The amalgamation will thus eliminate a multi-layered structure and reduce managerial overlaps, which are necessarily involved in running multiple entities and also prevent cost duplication that can erode financial efficiencies of a holding structure and the resultant operations would be substantially cost efficient. This Scheme would result in simplified corporate structure of the Transferee Company and its businesses, thereby leading to more efficient utilization of capital and creation of a consolidated base for future growth of the Transferee Company.
- 3.3. The amalgamation will contribute in furthering and fulfilling the objectives and business strategies of all the companies thereby accelerating growth, expansion and development of the respective businesses through the Transferee Company. The amalgamation will thus enable further expansion of the Transferee Company and provide a strong and focused base to undertake the business more advantageously. Further, this arrangement would bring concentrated management focus, integration, streamlining of the management structure, seamless implementation of policy changes and shall also help enhance the efficiency and control of the Transferor Company and Transferee Company.

For NESCO LIMITED

Savit Patel

Authorised Signatory

For Nesco Hospitality Private Limited



Director / Authorised Signatory

- 3.4. The synergies created by scheme of arrangement would increase operational efficiency and integrate business functions.
- 3.5. The proposed arrangement will provide greater integration and flexibility to the Transferee Company and strengthen its position in the industry, in terms of the asset base, revenues, product and service range.
- 3.6. The other benefits the proposed amalgamation include:
 - a) Optimum and efficient utilization and rationalization of capital, resources, assets and facilities;
 - b) Enhancement of competitive strengths including financial resources;
 - c) Obtaining synergy benefits;
 - d) Better management and focus on growing the businesses;
 - e) Reduction of overheads, administrative, managerial and other expenditure.
 - f) Simplify shareholding structure and reduce shareholding tiers.
- 4. In view of the above, it is considered desirable and expedient to amalgamate the Transferor Company with the Transferee Company in accordance with this Scheme, pursuant to Section 233 of the Companies Act, 2013.
- 5. The amalgamation of the Transferor Company with the Transferee Company, pursuant to and in accordance with this Scheme, under Sections 233 and other relevant provisions of the Companies Act, 2013, shall take place with effect from the Appointed Date and shall be in compliance with Section 2(18) of the Income Tax Act, 1961. If any terms or provisions of the scheme are found or interpreted to be inconsistent with the provisions of the said section/s /Act at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said section / act shall prevail and the scheme shall stand modified to the extent determined necessary to comply with the said section / act. Such modification will however not affect the other parts of the scheme.

PART - I

GENERAL PROVISIONS

1. Definitions

In this Scheme, unless repugnant to the subject or context or meaning thereof, the following expressions shall have the same meanings as set out herein below:

- 1.1. "Act": means the Companies Act, 2013 or the Companies Act, 1956 (to the extent applicable) and will include any statutory modifications, re-enactments or amendments thereof.
- 1.2. "Appointed Date": means 01 April 2019, the date with effect from which this scheme shall come into effect or such other date(s) as may be fixed or approved by the Central Government or Tribunal or any other competent authority.
- 1.3. "Board" or "Board of Directors": in relation to the Transferor Company, Transferee Company, as the case may be, means the Board of Directors of such Company, and shall include a Committee of Directors, if any constituted or appointed and authorized to take any decision for the implementation of this scheme on behalf of such Board of Directors.

For NESCO LIMITED



Authorised Signatory

For Nesco Hospitality Private Limited



Director / Authorised Signatory

- 1.4. "BSE" shall mean BSE Limited.
- 1.5. "NSE" shall mean National Stock Exchange of India Limited.
- 1.6. "Central Government": means the Government of India and vide Notification No. 5.0. 4090(E) dated 19 December 2016, Central Government has delegated powers vested in it under Section 233 of the Companies Act, 2013 to the Regional Director, Ministry of Corporate Affairs having jurisdiction.
- 1.7. "Effective Date": means the date on which the certified copy of the order(s) of the Regional Director under Sections 233 of the Act sanctioning the Scheme, is filed with the Registrar of Companies having jurisdiction.
Any references in this Scheme to the words "upon the Scheme becoming effective" or "effectiveness of this Scheme" or "date of coming into effect of the Scheme" or "Scheme coming into effect" shall mean the Effective Date.
- 1.8. "Equity Shares" means the equity shares of the Transferor Company or Transferee Company, as the case may be.
- 1.9. "IT Act" means the Income Tax Act, 1961 and any other statutory modifications, amendments, restatements or re-enactments thereof, from time to time and to the extent in force.
- 1.10. "Law" or "Applicable Law" includes all applicable statutes, enactments, acts of legislature or Parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government, Statutory Authority, Tribunal, Board, Court of India or any other Country or jurisdiction as applicable.
- 1.11. "Listing Regulations" means Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and includes any amendments, modification or any enactment thereof.
- 1.12. "Official Liquidator" or "OL": means Official Liquidator having jurisdiction over the Transferor Company and Transferee Company.
- 1.13. "Record Date": means date fixed by the Board of Directors or a Committee thereof of the Transferee Company for the purpose of determining the members of Transferor Company and the Transferee Company approving the scheme of Amalgamation.
- 1.14. "Regional Director:" means the Regional Director (Western Region), Ministry of Corporate Affairs at Mumbai, Maharashtra having jurisdiction over the Transferee Company.
- 1.15. "Registrar of Companies" or "ROC": means the Registrar of Companies at Mumbai, Maharashtra.
- 1.16. "Rules": means the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 as amended from time to time.
- 1.17. "Scheme" or "Scheme of Arrangement": means this Scheme of Arrangement for Amalgamation of Nesco Hospitality Private Limited ('Transferor Company') with Nesco Limited ('Transferee Company') under Sections 233 of the Companies Act, 2013 as approved by the Board of

For NESCO LIMITED

 Authorised Signatory

For Nesco Hospitality Private Limited

 Director / Authorised Signatory

Directors of all the Companies in its present form and with any modifications as may be approved by the Regional Director, Western Region.

1.18. "Stock Exchanges" shall mean BSE Limited (BSE) and National Stock Exchange of India Limited (NSE).

2. Date of Effect and Operative Date

The Scheme set out herein in its present form or with any modification(s), if any made as per Clause 3 of Part - IV of this Scheme shall be effective from the Appointed Date but shall come into force from the Effective Date.

3. Capital Structure

The Capital Structure of Transferee Company and Transferor Company as on appointed date i.e. 01 April 2019 and immediately before implementation of the scheme are as under:

3.1. Transferee Company

As on the Appointed Date i.e. 01 April 2019, the Share Capital of the Transferee Company was as under:

| Particulars | Amount (Rs.) |
|---|------------------------|
| Authorized Share Capital | |
| 7,37,50,000 Equity Shares of Rs. 2/- each | 14,75,00,000.00 |
| 2,50,000 11% Cumulative Redeemable Preference Shares of Rs. 10/- each | 25,00,000.00 |
| Issued, Subscribed and Paid-Up Share Capital | |
| 7,04,59,960 Equity Shares of Rs. 2/- each fully paid up | 14,09,19,920.00 |
| TOTAL | |
| | 14,09,19,920.00 |

There is no change in the capital structure of the Transferee Company after the Appointed Date.

3.2. Transferor Company

As on the Appointed Date i.e. 01 April 2019, the Share Capital of the Transferor Company was as under:

| Particulars | Amount (Rs.) |
|---|---------------------|
| Authorized Share Capital | |
| 10,00,000 Equity Shares of Rs. 10/- each | 1,00,00,000.00 |
| Issued, Subscribed and Paid-Up Share Capital | |
| 2,50,000 Equity Shares of Rs. 10/- each fully paid up | 25,00,000.00 |
| TOTAL | |
| | 25,00,000.00 |

There is no change in the capital structure of the Transferor Company after the Appointed Date.

For NESCO LIMITED



Sangeet Paul
Authorised Signatory

For Nesco Hospitality Private Limited



Director / Authorised Signatory

PART – II

AMALGAMATION, TRANSFER & VESTING OF UNDERTAKING

1. With effect from the Appointed Date and upon the Scheme becoming effective, the entire business and the whole of the undertaking(s), properties and liabilities of the Transferor Company shall, in terms of Section 233 and applicable provisions, if any, of the Companies Act, 2013 and pursuant to the orders of the Regional Director, Western Region or other appropriate authority or forum, if any, sanctioning the Scheme, without any further act, instrument, deed, matter or thing, stand transferred and vested in and/ or deemed to be transferred to and vested in Transferee Company as a going concern so as to become the undertaking(s), properties and liabilities of Transferee Company.
2. With effect from the Appointed Date and upon the Scheme becoming effective, the entire business and undertaking of Transferor Company shall stand transferred to and be vested in Transferee Company without any further deed or act, together with all their properties, assets, rights, benefits and interest therein, subject to existing charges thereon in favour of banks and financial institutions, as the case may be, in the following manner:
 3. Transfer of Assets
 - 3.1. With effect from the Appointed Date and upon the Scheme becoming effective all memberships, licenses, franchises, rights, privileges, permits, quotas, entitlements, allotments, approvals, consents, concessions, trademark licenses including application for registration of trade mark, patents, copyrights and their right to use available to Transferor Company as on the appointed date or subsequently taken after the appointed date but till the effective date, shall get transferred to Transferee Company without any further instrument, deed, act or payment of any further fee, charge or securities.
 - 3.2. With effect from the Appointed Date and upon the Scheme becoming effective all Certificate of Registrations as available with Transferor Company as on Appointed Date or subsequently obtained by Transferor Company after the Appointed Date but till the Effective Date shall get transferred to Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.
 - 3.3. With effect from the Appointed Date and upon the Scheme becoming effective all the assets of Transferor Company as are movable in nature including, but not limited to, stock of goods, raw materials available in the market / depots / Godown / factories, sundry debtors, investments, plants and equipments, machineries, outstanding loans and advances, insurance claims, advance tax, Minimum Alternate Tax (MAT) set-off rights, pre-paid taxes, levies/liabilities, CENVAT/VAT credits /GST credits, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, Semi-Government, local and other authorities and bodies, customers and other persons or any other assets otherwise capable of transfer by physical delivery would get transferred by physical delivery only and all others assets would get transferred by endorsement and delivery by vesting and recordable pursuant to this Scheme, shall stand vested in Transferee Company, and shall become the property and an integral part of Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.
 - 3.4. With effect from the Appointed Date and upon the Scheme becoming effective all incorporeal properties of Transferor Company as on Appointed Date or subsequently acquired after the

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For Nesco Hospitality Private Limited



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Appointed Date but till the Effective Date, shall get transferred to Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.

- 3.5. With effect from the Appointed Date and upon the Scheme becoming effective, all immovable properties including but not limited to land and buildings or any other immovable properties of Transferor Company, whether freehold or leasehold, and any documents of title, rights and easements in relation thereto shall stand transferred to and be vested in Transferee Company, without any further instrument, deed or act or payment of any further fee, charge or securities either by the Transferor Company or Transferee Company.
- 3.6. With effect from the Appointed Date, Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay ground rent, taxes and fulfil obligations, in relation to or applicable to such immovable properties. The mutation/substitution of the title to the immovable properties shall be made and duly recorded in the name of Transferee Company by the appropriate authorities pursuant to the sanction of the Scheme by the Regional Director (Central Government) and the Scheme becoming effective in accordance with the terms hereof.
- 3.7. With effect from the Appointed Date and upon the Scheme becoming effective, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to Transferor Company to which the Transferor Company is the party or to the benefit of which Transferor Company may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect against or in favour of Transferee Company and may be enforced as fully and effectually as if, instead of Transferor Company, Transferee Company had been a party or beneficiary or oblige thereto.
- 3.8. With effect from the Appointed Date and upon the Scheme becoming effective, all permits, quotas, rights, entitlements, licenses including those relating to trademarks, tenancies, patents, copyrights, privileges, software, powers, facilities of every kind and description of whatsoever nature in relation to Transferor Company to which Transferor Company is the party or to the benefit of which Transferor Company may be eligible and which are subsisting or having effect immediately before the effective date, shall be enforceable as fully and effectually as if, instead of Transferor Company, Transferee Company had been a party or beneficiary or oblige thereto.
- 3.9. With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, no objection certificates, eligibility certificates, fiscal incentives, permissions or approvals or consents required to carry on operations of Transferor Company or granted to Transferor Company shall stand vested in or transferred to Transferee Company without further act or deed, and shall be appropriately transferred or assigned by the statutory authorities concerned therewith in favour of Transferee Company upon the vesting of Transferor Companies business and Undertaking pursuant to this Scheme. The benefit of all statutory and regulatory permissions, licenses, approvals and consents including the statutory licenses, eligibility certificates, fiscal incentives, permissions or approvals or consents required to carry on the operations of Transferor Company shall vest in and become available to Transferee Company pursuant to this scheme.
- 3.10. With effect from the Appointed Date and upon the Scheme becoming effective, all motor vehicles of any description whatsoever of Transferor Company shall stand transferred to and be vested in the Transferee Company, and the appropriate Government and Registration Authorities shall substitute the name of Transferee Company in place of Transferor Company, without any further instrument, deed or act or any further payment of fee, charge or securities.

For NESCO LIMITED



Authorised Signatory

For Nesco Hospitality Private Limited



Director / Authorised Signatory

4. Transfer of Liabilities

- 4.1. With effect from the Appointed Date and upon the Scheme becoming effective, all debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, whether provided for or not in the books of accounts or disclosed in the balance sheet of Transferor Company, shall be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of Transferee Company.
- 4.2. Without prejudice to the generality of the provisions contained herein, all loans raised after the Appointed Date but till the Effective Date and liabilities incurred by Transferor Company after the Appointed Date but till the Effective Date for their operations shall be deemed to be of Transferee Company.
- 4.3. Transferee Company will, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangements in relation to Transferor Company to which Transferor Company is party, in order to give formal effect to the above provisions. Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of Transferor Company and to carry out or perform all such formalities or compliances referred to above on part of Transferor Company.
- 4.4. Loans or other obligations, if any, due either between Transferee Company and Transferor Company shall stand discharged and there shall be no liability in that behalf in so far as any securities, debentures or notes issued by the Transferor Company and held by the Transferee Company and vice versa are concerned, the same shall, unless sold or transferred by holder of such securities, at any time prior to the Effective Date, stand cancelled and shall have no further effect.

5. Legal Proceedings

- 5.1. With effect from the Appointed Date, Transferee Company shall bear the burden and the benefits of any legal or other proceedings initiated by or against Transferor Company. Provided however, all legal, administrative and other proceedings of whatsoever nature by or against Transferor Company pending in any court or before any authority, judicial, quasi-judicial or administrative, any adjudicating authority and/or arising after the Appointed Date and relating to Transferor Company or its respective properties, assets, liabilities, duties and obligations shall be continued and/or enforced until the Effective Date by or against Transferor Company; and from the Effective Date, shall be continued and enforced by or against Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against Transferor Company.
- 5.2. If any suit, appeal or other proceedings of whatever nature by or against Transferor Company be pending, the same shall not abate, be discontinued or in any way be prejudicially affected by reason of the transfer of the Transferor Companies business and undertakings or of anything contained in this scheme but the proceedings may be continued, prosecuted and enforced by or against Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against Transferor Company as if this Scheme had not been made.

For NESCO LIMITED



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For Nesco Hospitality Private Limited



Director / Authorised Signatory

6. Employee matters

On occurrence of the Effective Date, all persons that were employed by Transferor Company immediately before such date shall become employees of Transferee Company with the benefit of continuity of service on same terms and conditions as were applicable to such employees of Transferor Company immediately prior to such transfer and without any break or interruption of service. Transferee Company undertakes to continue to abide by agreement/settlement, if any, entered into by Transferor Company with any union/employee thereof. With regard to Provident Fund, Gratuity Fund, Superannuation fund or any other special fund or obligation created or existing for the benefit of such employees of Transferor Company upon occurrence of the Effective Date, Transferee Company shall stand substituted for Transferor Company, for all purposes whatsoever relating to the obligation 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. The existing Provident Fund, Gratuity Fund and Superannuation Fund or obligations, if any, created by Transferor Company for their employees shall be continued for the benefit of such employees on the same terms and conditions with effect from the Effective Date, Transferee Company will make the necessary contributions for such transferred employees of Transferor Company and deposit the same in Provident Fund, Gratuity Fund or Superannuation Fund or obligations, where applicable. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of Transferor Company in relation to such schemes or funds shall become those of Transferee Company.

7. Taxation and other matters

- 7.1. With effect from the Appointed Date, all the profits or income accruing or arising to Transferor Company, and all expenditure or losses arising or incurred by Transferor Company shall, for all purposes, be treated (including all taxes, if any, paid or accruing in respect of any profits and income) and be deemed to be and accrue as the profits or income or as the case may be, expenditure or losses (including taxes) of Transferee Company. Moreover, Transferee Company shall be entitled to revise its statutory returns relating to indirect taxes like sales tax/ service tax/excise, etc. and to claim refund/credits and/or set off all amounts under the relevant laws towards the transactions entered into by Transferee Company and Transferor Company which may occur between the Appointed Date and the Effective Date. The rights to make such revisions in the sales tax returns and to claim refunds/credits are expressly reserved in favour of Transferee Company.
- 7.2. Upon the Scheme becoming effective, the Transferor Company and the Transferee Company shall be entitled, wherever necessary and pursuant to the provisions of this Scheme, to file or revise their financial statements, tax returns, tax deduction at source certificates, tax deduction at source returns, and other statutory returns, and shall have the right to claim refunds, advance tax credits, credit for Minimum Alternate Tax, carry forward of losses and unabsorbed depreciation, deductions, tax holiday benefits, deductions or any other credits and / or set off of all amounts paid by the Transferor Company or the Transferee Company under the relevant laws relating to Income Tax, Wealth Tax, Value Added Tax, Service Tax, Central Sales Tax, Central Excise, Goods and Service Tax or any other tax, as may be required consequent to the implementation of the Scheme.
- 7.3. Transferee Company shall be entitled to revise its all Statutory returns relating to Direct taxes like income Tax and Wealth Tax and to claim refunds/advance tax credits and/or set off the tax liabilities of Transferor Company under the relevant laws and its rights to make such revisions in the statutory returns and to claim refunds, advance tax credits and/or set off the tax liabilities is expressly granted.

For NESCO LIMITED

Authorised Signatory

For Nesco Hospitality Private Limited

Director / Authorised Signatory

- 7.4. It is expressly clarified that with effect from the Appointed Date, all taxes payable by Transferor Company including all or any refunds of the claims/TDS Certificates shall be treated as the tax liability or refunds/claims/TDS Certificates as the case may be of Transferee Company.
- 7.5. From the Effective Date and till such time as the name of the Transferee Company would get entered as the account holder in respect of all the bank accounts and demat accounts of Transferor Company in the relevant bank's/DP's books and records, the Transferee Company shall be entitled to operate the bank/demat accounts of Transferor Company in their existing names.
- 7.6. Since each of the permissions, approvals, consents, sanctions, remissions, special reservations, incentives, concessions and other authorizations of Transferor Company shall stand transferred by the order of the Regional Director to Transferee Company, Transferee Company shall file the relevant intimations, for the record of the statutory authorities who shall take them on file, pursuant to the vesting orders of the sanctioning Regional Director (Central Government).

8. Conduct of Business

- 8.1. With effect from the Appointed Date and till the Scheme come into effect:
 - 8.1.1. Transferor Company shall be deemed to carry on all their businesses and activities and stand possessed of and deemed to have held and stood possessed of all its properties and assets for and on account of and in trust for Transferee Company; and all the profits accruing to Transferor Company and all taxes thereon or gains or losses arising or incurred by them shall, for all purposes, be treated as and deemed to be the profits or losses, as the case may be, of Transferee Company.
 - 8.1.2. Transferor Company shall carry on their businesses with due diligence and business prudence in the same manner as they had been doing hitherto, and Transferor Company shall not alter or substantially expand their businesses except with the concurrence of Transferee Company.
 - 8.1.3. Transferor Company shall not, without the written concurrence of Transferee Company, alienate charge or encumber any of their properties except in the ordinary course of business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of Transferee Company, as the case may be.
 - 8.1.4. Transferor Company shall not vary or alter, except in the ordinary course of their business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of Transferee Company the terms and conditions of employment of any of its employees, nor shall it conclude settlement with any union or its employees except with the written concurrence of Transferee Company.
 - 8.1.5. With effect from the Appointed Date, all debts, liabilities, duties and obligations of Transferor Company as on the close of business on the date preceding the Appointed Date, whether or not provided in their books and all liabilities which arise or accrue on or after the Appointed Date shall be deemed to be the debts, liabilities, duties and obligations of Transferee Company.
- 8.2. Upon the Scheme coming into effect, Transferee Company shall commence and carry on and shall be authorized to carry on the businesses carried on by Transferor Company.

For NESCO LIMITED

 Authorised Signatory

For Nesco Hospitality Private Limited

 Director / Authorised Signatory

- 8.3. For the purpose of giving effect to the vesting order passed under Sections 233 of the Companies Act, 2013 and Rule 25 of the Companies (Compromise, Arrangement and Amalgamation), Rules, 2016 in respect of this Scheme by the Regional Director (Central Government), Transferee Company shall, at any time pursuant to the orders on this Scheme, be entitled to get the record of the change in the legal right(s) upon the vesting of the Transferor Company businesses and undertakings in accordance with the provisions of Section 233 of the Companies Act, 2013. Transferee Company shall be authorized to execute any pleadings; applications, forms, etc. as are required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of this Scheme.

PART – III

CONSIDERATION & ACCOUNTING TREATMENT

1. Consideration
 - 1.1. Upon the Scheme coming into effect, all equity shares of the Transferor Company held by the Transferee Company (either directly or through nominees) shall stand cancelled without any further application, act or deed. It is clarified that no new shares shall be issued or payment made in cash whatsoever by the Transferee Company in lieu of shares of the Transferor Company.
 - 1.2. Upon coming into effect of this Scheme, the shares or the share certificates of the Transferor Company in relation to the shares held by the Transferee Company, as the case may be shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled and be of no effect without any necessity of them being surrendered.
2. Increase in Authorized Share Capital and Amendment to Memorandum of Association of the Transferee Company
 - 2.1. Upon the Scheme becoming effective, the Authorized Share Capital of the Transferor Company shall be deemed to be added to the Authorized Share Capital of the Transferee Company without any further act, deed or procedure, formalities or payment of any stamp duty and registration or filing fees. The face value of equity shares shall remain same as of the Transferee Company after increase of the Authorized Capital.
 - 2.2. Upon coming into effect of the Scheme, Clause V of the Memorandum of Association of the Transferee Company shall without any further act, deed or instrument be substituted as follows:

 The Equity Share Capital of the Company is Rs. 15,75,00,000/- (Rupees Fifteen Crores Seventy Five Lakhs only) divided into 7,87,50,000 (Seven Crores Eighty Seven Lakhs and Fifty thousand) Equity shares of Rs. 2/- (Rupees Two) each. The Preference Share Capital of the Company is Rs. 25,00,000/- (Rupees Twenty Five Lakhs only) divided into 2,50,000 (Two Lakhs Fifty Thousand) Preference shares of Rs. 10/- (Rupees Ten) each.
- 2.3. Upon coming into effect of this scheme, the resolutions and other actions undertaken by the Transferor Company, including approvals that may have been obtained by Transferor Company from its shareholders, if required, under the provisions of the Companies Act, 1956 or Companies Act, 2013 and which are valid subsisting on the effective date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolution have any monetary limits approved under the provisions of the said Acts or other applicable statutory provisions, than the said limit shall be added to the limits, if any, under like

For NESCO LIMITED

Authorised Signatory

For Nesco Hospitality Private Limited

Director / Authorised Signatory

- resolutions passed by the Transferee Company and shall constitute a part of the aggregate of the said limits in the Transferee Company.
- 2.4 Even after the scheme becomes effective, the Transferee Company shall be entitled to operate all bank accounts of the Transferor Company and realise all monies and complete and enforce all pending contracts and transactions in respect of the Transferor Company in the name of the Transferee Company in so far as may be necessary until the transfer of rights and obligations of the Transferor Company to the Transferee Company under this scheme is formally accepted by the parties concerned.

- 2.5 On approval of the Scheme by the members of Transferee Company pursuant to Section 233 of the Act, it shall be deemed that the said members have also accorded all relevant consents under Sections 13, 14, 61 and other applicable provisions of Companies Act, 2013 as may be applicable for the purpose of amendment of the Memorandum of Association of the Transferee Company as above it is clarified that there will be no need to pass a separate shareholders' resolution as required under Sections 13, 14 and 61 of the Act for amendment of the Memorandum of Association of the Transferee Company.

3. Reclassification of Authorised Share Capital of Transferee Company

With effect from the Appointed Date and upon the Scheme becoming effective, without any further acts or deeds on the part of the Transferee Company and notwithstanding anything contained in Section 13 and 61 of Companies Act, 2013, the post-amalgamation Authorized Share Capital of the Transferee Company as added equity share capital of Transferor Company i.e., Rs. 1,00,00,000/- (Rupees One Crore only) divided into 10,00,000 (Ten Lakhs) equity shares of face value of Rs. 10/- (Rupees Ten) each will be reclassified as 50,00,000 (Fifty Lakhs) equity shares of Rs. 2/- (Rupees Two) each.

The Clause V of the Memorandum of Association of the Transferee Company shall stand altered to give effect to the same with effect from the Effective Dates upon coming into effect of the Scheme and reclassification of shares of Transferee Company, Clause V of the Memorandum of Association of the Transferee Company shall without any further act, deed or instrument be substituted as follows:

The Authorized Share Capital of the Company is Rs. 16,00,00,000/- (Rupees Sixteen Crores only) divided into 7,87,50,000 (Seven Crores Eighty Seven Lakhs Fifty Thousand) Equity Shares of Rs. 2/- (Rupees Two only) each and 2,50,000 (Two Lakhs Fifty Thousand) eleven percent Cumulative Redeemable Preference Shares of Rs. 10/- (Rupees Ten only) each with power to increase and/or reduce the capital of the Company and to divide the shares in capital for the time being into several classes and to attach thereto respective preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of the Company for the time being and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be permitted by the Act or provided by the Articles of Association of the Company.

4. Accounting Treatment for Amalgamation

Upon the coming into effect of this Scheme, the amalgamation of the Transferor Company with the Transferee Company shall be accounted for as per the "Indian Accounting Standard (Ind AS)103 for Business Combination and its appendix C" prescribed under Section 133 of the Companies Act, 2013, as notified under the Companies (Indian Accounting Standard) Rules, 2015, (if applicable), as may be amended from time to time such that:

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- 4.1. The Transferee Company shall, record all the assets and liabilities, including reserves of the Transferor Company — vested in it pursuant to this Scheme, at their respective book values as appearing in the books of the Transferor Company on the Appointed Date.
- 4.2. If at the time of amalgamation, the Transferor Company and the Transferee Company have conflicting accounting policies, a uniform accounting policy shall be adopted by the Transferee Company following the amalgamation. The effect on the financial statements of any change in accounting policies shall be in accordance with Ind AS 8 Accounting Policies, Changes in Accounting Estimates and Errors and disclosed in line with Ind AS 1, Presentation of Financial Statements.
- 4.3. Investment, if any, in the equity share capital of the Transferor Company or vice versa, as appearing in the books of accounts of the Transferee Company, if not transferred before the Effective Date, shall stand cancelled and there shall be no further obligation /outstanding in that behalf.
- 4.4. The loans and advance or payables or receivables of any kind, held inter se, if any between the Transferor Company and the Transferee Company, as appearing in its respective books of accounts shall stand discharged prior to Effective Date.
- 4.5. The balance of retained earnings appearing in the financial statements of the Transferor Company is aggregated with the corresponding balance appearing in the financial statement of the Transferee Company. Alternately those are transferred to General Reserve if any.
- 4.6. The identity of the reserves shall be preserved and shall appear in the financial statement of the transferee in the same form in which they appeared in the financial statements of transferor.

5. Saving of Concluded Transactions

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

6. Dissolution of Transferor Company

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

PART - IV

OTHER PROVISIONS

1. Application to Registrar:

- 1.1. Transferor Company and Transferee Company shall, with all reasonable dispatch, make application to the Registrar and Official Liquidator of relevant jurisdiction, under Section 233 and other applicable provisions of the Act read with Rule 25 of the Companies (Compromise, Arrangement and Amalgamation) Rules, 2016, for sanctioning the Scheme with such modifications as may be approved by the Regional Director.

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For Nesco Hospitality Private Limited



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1.2. On the Scheme being agreed to by the requisite majorities of all the classes of the members and/or creditors of Transferor Company and Transferee Company shall, with all reasonable dispatch, apply to the Regional Director (Central Government), for sanctioning the Scheme under Section 233 and other applicable provisions of the Act read with Rule 25 of the Companies (Compromise, Arrangement and Amalgamation) Rules, 2016, and for such other orders, as the said Regional Director (Central Government) may deem fit for carrying this Scheme into effect and for dissolution of Transferor Company without winding up.

2. Listing Agreement and SEBI Compliances

- 2.1. Since the Transferee Company is a Listed Company, this Scheme is subject to the compliances of all the requirements under the Listing Regulations and all statutory directives of the Securities Exchange Board of India ('SEBI') in so far as they relate to sanction and implementation of the Scheme.
- 2.2. SEBI vide Notification No. SEBI/LAD/NRO/GN/2016-17/029 dated 15 February 2017 has inserted Regulation 37(6) in the Listing Regulations and relaxed the requirement of obtaining prior approval or no objection / observation letter of the Stock Exchanges and SEBI in case of amalgamation of wholly owned subsidiary with its holding company. The draft schemes shall be filed with the Stock Exchange for disclosure purpose in compliance with the above notification.

3. Conditionality of Scheme:

The Scheme is conditional upon and subject to:

- 3.1. The observations/objections of Registrar of Companies and Official Liquidator in terms of Section 233;
- 3.2. The Scheme being agreed to by the requisite majority of members and creditors of the Transferor Company and Transferee Company;
- 3.3. The Scheme being approved by the Regional Director (Central Government) at Mumbai, Maharashtra / Regional Director (Central Government) of Relevant Jurisdiction;
- 3.4. The Confirmation Order of the Regional Director (Central Government) sanctioning this Scheme being filed with the Registrar of Companies having jurisdiction over the Transferee Company;
- 3.5. All other sanctions and approvals, as may be required by law, in respect of this Scheme being obtained.

4. Modification or Amendment of the Scheme and Revocation of the Scheme

- 4.1. The Transferee Company, Transferor Company by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize, including any committee or sub-committee thereof, may make and/or consent to any modifications or amendments to the Scheme or to any conditions or limitations that the Regional Director/Registrar/ Official Liquidator and/or other authority may deem fit to direct or impose or which may otherwise be considered necessary or desirable. The Transferee Company and the Transferor Company, by their respective Board of Directors, or such other person or persons, as the respective Board of Directors may authorize, including any committee or sub-committee

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For Nesco Hospitality Private Limited

Director / Authorised Signatory

thereof, shall be authorized to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubt, difficulties or questions whether by reason of any order(s) of the Regional Director or of any directive or order(s) of any other authority or otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith.

- 4.2. Transferor Company and Transferee Company shall be at liberty to withdraw from this Scheme in case any condition or alteration imposed by the Regional Director or any other authority is not on terms acceptable to them.
- 4.3. In the event of any of the said sanctions / approvals / conditions referred hereinabove not being obtained and/or complied with and/or satisfied and/or this Scheme not being sanctioned by the Regional Director and/or order or orders not being passed as aforesaid and/or the Scheme failing to be made effective, this Scheme shall stand revoked, cancelled and be of no effect and in that event, no rights and liabilities whatsoever shall accrue to or be incurred inter se the Transferor Company and the Transferee Company or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the applicable law and in such case, each company shall bear its own costs unless otherwise mutually agreed. Further, the Board of Directors of the Transferor Company and the Transferee Company shall be entitled to revoke, cancel and declare the Scheme to be of no effect if such boards are of the view that the coming into effect of the Scheme in terms of the provisions of this Scheme or filing of the drawn-up orders with any authority could have adverse implication on all/any of the Company.

5. Costs

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

For NESCO LIMITED

Sandeep Panigrahi

Authorised Signatory

For Nesco Hospitality Private Limited

Kumar Patel

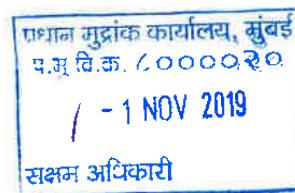
Director / Authorised Signatory



महाराष्ट्र MAHARASHTRA

● 2019 ●

WA 323610



FORM NO. CAA.10

[Pursuant to section 233(1)(c) and rule 25(2)]

Declaration of Solvency

श्री राजेश म. पटेल

| | | |
|----|--|--|
| 1. | Corporate identity number (CIN) of Company: | L17100MH1946PLC004886 |
| | Global location number (GLN) of Company: | Not Applicable |
| 2. | Name of the Company: | Nesco Limited |
| | Address of the registered office of the Company: | Nesco Center, Western Express Highway, Goregaon (East), Mumbai – 400063. |
| | E-mail ID of the Company: | companysecretary@nesco.in |
| 3. | Whether the Company is listed: | Yes |
| | If listed, please specify the name(s) of the stock exchange(s) where listed: | BSE Limited National Stock Exchange of India Limited |
| 4. | Date of Board of Directors' resolution approving the scheme: | 24 May 2019 |





Declaration of Solvency

We, the directors of Nesco Limited do solemnly affirm and declare that we have made a full enquiry into the affairs of the Company and have formed the opinion that the Company is capable of meeting its liabilities as and when they fall due and that the Company will not be rendered insolvent within a period of one year from the date of making this declaration.

We append an audited statement of Company's assets and liabilities as at 30 September 2019 being the latest date of making this declaration.

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

Signed for and on behalf of the board of directors

For Nesco Limited

Mr. Suman J. Patel
Executive Chairman

Mrs. Sudha S. Patel
Director

Mr. Mahendra K. Chouhan
Director

Mr. Manu M. Parpia
Director

Ms. Amrita Verma Chowdhury
Director

Date : 11 November 2019
Place : Mumbai



Ram
13/11/19
RAMESH CHANDRA TIWARI
ADVOCATE & NOTARY
GOVT. OF INDIA
Res. 129, A-Wing, Appli Ekta Hsg. Soc
Nav Pada, Marol Naka, A. K. Road,
Andheri (E), Mumbai-400 059.



Verification

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

Verified this day the Monday of 11th Day of November 2019

For Nesco Limited

SJP

Mr. Suman J. Patel
Executive Chairman

Sudha Patel

Mrs. Sudha S. Patel
Director

Chouhan

Mr. Mahendra K. Chouhan
Director

MM

Mr. Manu M. Parpia
Director

Amrita Verma Chowdhury

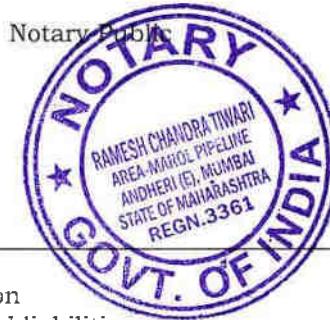
Ms. Amrita Verma Chowdhury
Director

Date : 11 November 2019
Place : Mumbai



Solemnly affirmed and declared at Mumbai, the 11th day of November, 2019
before me.

Commissioner of Oaths and



BEFORE ME

RAMESH CHANDRA TIWARI
ADVOCATE & NOTARY
GOVT. OF INDIA
Res. 129, A-Wing, Appli Ektahg. Soc.
Nav Pada, Marol Naka, A. K. Road,
Andheri (E), Mumbai-400 059.

Attachments:

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



NESCO LIMITED
Nesco Center
Western Express Highway
Goregaon (East)
Mumbai 400063

T +91 22 6645 0123
F +91 22 6645 0101
E contact@nesco.in
W www.nesco.in

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD
OF DIRECTORS OF THE COMPANY HELD ON 11 NOVEMBER 2019**

Board was informed that the Scheme of Amalgamation of Nesco Hospitality Private Limited with Nesco Limited filed with the Registrar of Companies, Mumbai was approved by the Registrar of Companies and there were no objections or suggestions from their side.

Board was further informed that the Company has to file a Statement of Solvency along with the Statement of Assets and Liabilities with the Registrar before obtaining approval from the shareholders.

Statement of Solvency as required under Section 233 of the Companies Act, 2013 read with the Companies (Compromise, Arrangements and Amalgamation) Rules, 2016 along with Assets and Liabilities Statement as at 30 September 2019 was placed before the meeting for approval of the Board. After discussion the following resolution was passed unanimously:

"RESOLVED THAT pursuant to Section 233(1)(c) and Rule 25 (2) of the Companies (Compromise, Arrangements and Amalgamation) Rules, 2016, Statement of Solvency in Form No. CAA 10 along with Statement of Asset and Liabilities as at 30 September 2019 placed before the Board be and is hereby approved.

RESOLVED FURTHER THAT all the directors physically present in the meeting be and are hereby authorised to sign the same on behalf of the Company.

RESOLVED FURTHER THAT Mr. Sumant J. Patel – Executive Chairman, Mr. Krishna S. Patel – Managing Director and Ms. Jinal J. Shah - Company Secretary and Compliance Officer of the Company be and are hereby authorised to sign and submit necessary Forms with the Registrar of Companies along with any other documents as and when required on behalf of the Company."

Certified True Copy

For Nesco Limited

Jinal J. Shah
Company Secretary and
Compliance Officer



15 November 2019



ANNEXURE

Statement of assets and liabilities as at 30 September 2019

Name of the Company : **Nesco Limited (Transferee Company)**

(₹ In Lakhs)

| Sr. No. | ASSETS | Book Value (₹) | Estimated Realisable Value (Not less than) (₹) |
|----------------|---|-----------------------|---|
| 1. | Balance at Bank | 971.70 | 971.70 |
| 2. | Cash in hand | 15.87 | 15.87 |
| 3. | Marketable securities | 57,219.08 | 57,219.08 |
| 4. | Bills receivables | NIL | NIL |
| 5. | Trade debtors | 2,741.24 | 2,741.24 |
| 6. | Loans & advances | 437.07 | 437.07 |
| 7. | Unpaid calls | NIL | NIL |
| 8. | Stock-in-trade | 332.04 | 332.04 |
| 9. | Work in progress | 210.70 | 210.70 |
| 10. | Freehold property | 63,199.65 | 63,199.65 |
| 11. | Leasehold property | NIL | NIL |
| 12. | Plant and machinery | 11,234.97 | 11,234.97 |
| 13. | Furniture, fittings, utensils, etc. | 2,591.28 | 2,591.28 |
| 14. | Patents, trademarks, etc. | NIL | NIL |
| 15. | Investments other than marketable securities | 26.23 | 26.23 |
| 16. | Other property- Other Assets | 6,657.40 | 6,657.40 |
| | Total | 1,45,637.23 | 1,45,637.23 |
| | LIABILITIES | | |
| | | | Estimated to rank for payment (to the nearest rupee) |
| 1. | Secured on specific assets | | NIL |
| 2. | Secured by floating charge(s) | | NIL |
| 3. | Estimated cost of liquidation and other expense including interest accruing until payment of debts in full. | | NIL |
| 4. | Unsecured creditors (amounts estimated to rank for payment) | | |
| (a) | Trade accounts | | 2,629.24 |





| | | |
|--|--|------------------|
| (b) Bills payable | | NIL |
| (c) Accrued expense | | 596.64 |
| (d) Other liabilities | | 16,574.03 |
| (e) Contingent liabilities | | NIL |
| Total | | 19,799.91 |
| | | |
| Total Estimated value of Assets | | 1,45,637.23 |
| Total Liabilities | | 19,799.91 |
| Estimated Surplus after paying debts in full | | 1,25,837.32 |
| | | |

Remarks

For NESCO Limited

S. Patel

Mr. Suman J. Patel
Executive Chairman

Sudha S. Patel

Mrs. Sudha S. Patel
Director

M. Chouhan

Mr. Mahendra K. Chouhan
Director

/

Mr. Manu M. Parpia
Director

Amrita Verma Chowdhury

Ms. Amrita Verma Chowdhury
Director

Place: Mumbai

Date: 11 November 2019



RAMESH CHANDRA TIWARI
ADVOCATE & NOTARY
GOVT. OF INDIA

Res. 129, A-Wing, Appli Ekta Hsg. Soc
Nav Pada, Marol Naka, A. K. Road,
Andheri (E), Mumbai-400 059.

Ram
13/11/19

Manubhai & Shah LLP

Chartered Accountants

INDEPENDENT AUDITOR'S REVIEW REPORT ON THE STATEMENT OF ASSETS AND LIABILITIES AS ON 30th SEPTEMBER 2019.

To
The Board of Directors of Nesco Limited

We have verified the accompanying Statement of Assets and Liabilities of Nesco Limited ("the Company") as on 30th September 2019 (the Statement) that contains details as required pursuant to requirement of Section 233(1)(c) of the Companies Act, 2013 read with Rule 25(2) of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, which we have initialed for identification purpose only as Annexure.

Management's Responsibility for the Statement

The statement is prepared by the management of the Company by extracting book values of assets and liabilities from the Statement of Assets & Liabilities submitted by the Company to Stock Exchanges ("Base Statement") pursuant to the requirement of Regulation 33 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended. The Base Statement was prepared by the management in accordance with the recognition and measurement principles laid down in Indian Accounting Standard 34, (Ind AS 34) "Interim Financial Reporting" prescribed under Section 133 of the Companies Act, 2013, as amended, read with relevant rules issued thereunder and other accounting principles generally accepted in India and was approved by the Board of Directors of the Company at their meeting held on 11th November, 2019.

The management believes that the estimated net realizable / payable values of such assets and liabilities to be same as the aforesaid book values except for Fixed Assets (which would be higher than book value) and thus they have considered book values as the estimated realizable values in the Statement.

Auditor's Responsibility

We conducted our review of the Base Statement in accordance with the Standard on Review Engagements (SRE) 2410 "Review of Interim Financial Information Performed by the Independent Auditor of the Entity", issued by the Institute of Chartered Accountants of India and issued our review report dated 11th November, 2019 on the base statement. This standard requires that we plan and perform the review to obtain moderate assurance as to whether the Base Statement is free of material misstatement. A review is limited primarily to inquiries of company personnel and analytical procedures applied to financial data and thus provide less assurance than an audit. We have not performed an audit and accordingly, we do not express an audit opinion.

Opinion

Based on our examination, as above, and according to the information and explanations provided to us by the Management of the Company, we are of the opinion, that the amounts in the Statement in respect of the assets and liabilities have been accurately extracted and are in agreement with the books of account and other relevant records and documents maintained by the Company for the period ended 30th September 2019.

FOR MANUBHAI & SHAH LLP
CHARTERED ACCOUNTANTS
FRN: 106041W/ W100136


ASHISH SHAH
PARTNER
Membership No. 103750

UDIN: 19103750AAAAGP7975



Mumbai, November 11, 2019

Manubhai & Shah LLP, a Limited Liability Partnership with LLP identity No.AAG-0878

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