

Ref: Samfin/BSE/83/2022-23

Date: January 12, 2023

To,
BSE Limited,
Phiroze Jeejeebhoy Towers,
Dalal Street, Mumbai 400 001

Dear Sir/Madam,

Ref: BSE Scrip Code: 958328

Subject: Intimation under Regulation 51(2) read with Schedule III Part B of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“LODR”) - Approval of Composite Scheme of Arrangement by NCLT

We hereby inform that the National Company Law Tribunal, Chennai Bench (“NCLT”) has approved the Composite Scheme of Arrangement (“Scheme”) for:

- (a) the slump sale (i.e., transfer and vesting) of the NBFC business of the Company as a going concern to Samunnati Finance Private Limited; and
- (b) post giving effect to (a) above, the amalgamation of Samunnati Agro Solutions Private Limited into the Company.

under the provisions of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 read with the Rules framed thereunder.

A certified copy of the order of the NCLT (“NCLT Order”) received by us today is enclosed.

We would like to bring to your notice that the Appointed Date and Effective Date for the Scheme would be the date on which Samunnati Finance Private Limited is in receipt of the Final Non-Banking Financial Company License from the Reserve Bank of India or filing the copy of the NCLT order approving the Scheme with the Registrar of Companies, whichever is later.

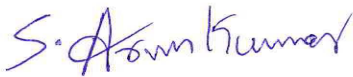
We will keep the Stakeholders and Stock Exchange informed of the same.

This is for your information and records.

Thanking you,

Yours faithfully,

For Samunnati Financial Intermediation & Services Private Limited



S Arun Kumar
Company Secretary & Compliance Officer

Enclosure: NCLT Order & Composite Scheme of Arrangement



**Samunnati Financial Intermediation
& Services Pvt. Ltd.**

Regd. Office & Corporate Office:
Baid Hi-Tech Park, 8th floor, No. 129-B,
ECR Road, Thiruvanimiyur, Chennai – 600041.

P +91-044-66762400
E info@samunnati.com
W www.samunnati.com

CIN - U65990TN2014PTC096252



**IN THE NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH-II, CHENNAI**

CP(CAA)/58(CHE)/2022

In

CA(CAA)/118(CHE)/2021

(Under Section 230 -232 of the Companies Act, 2013)

*In the matter of THE COMPOSITE SCHEME OF ARRANGEMENT
Between*

SAMUNNATI FINANCIAL INTERMEDIATION & SERVICES PVT LTD

CIN: U65990TN2014PTC096252

Reg. off:- Baid Hi Tech Park, 8th Floor, No. 129B,
East Coast Road, Thiruvanmiyur,
Chennai - 600 041

*... 1st Petitioner Company /
Transferee Company*

And

SAMUNNATI FINANCE PVT LTD

CIN: U65990TN2021PTC146392

Reg. off:- Baid Hi Tech Park, 7th Floor, No. 129B,
East Coast Road, Thiruvanmiyur,
Chennai - 600 041

... 2nd Petitioner Company

And

SAMUNNATI AGRO SOLUTIONS PVT LTD

CIN: U65990TN2014PTC096252

Reg. off:- Baid Hi Tech Park, 8th Floor, No. 129B,
East Coast Road, Thiruvanmiyur,
Chennai - 600 041

*... 3rd Petitioner Company /
Transferor Company*

And

THEIR RESPECTIVE SHAREHOLDERS

Order Pronounced on 23rd December, 2022

CORAM

**DR. DEEPTI MUKESH, MEMBER (JUDICIAL)
SAMEER KAKAR, MEMBER (TECHNICAL)**

For Petitioner(s): Navin Kumar Murthi, Advocate.





ORDER

Per: DR. DEEPTI MUKESH, MEMBER (JUDICIAL)

CP(CAA)/58(CHE)/2022 is a joint Company Petition filed by the Petitioner Companies viz., **SAMUNNATI FINANCIAL INTERMEDIATION & SERVICES PVT LTD** (for brevity "1st Petitioner Company"), **SAMUNNATI FINANCE PVT LTD** (for brevity "2nd Petitioner Company") and **SAMUNNATI AGRO SOLUTIONS PVT LTD** (for brevity "3rd Petitioner Company") under section 230-232 of Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 in relation to the composite scheme of arrangement (herein after referred as "SCHEME") proposed by the Petitioner Companies. The Said Scheme is also annexed as Annexure – 3 from Page No. 102 – 133 of the Company Petition. The 2nd and 3rd Petitioner Companies are wholly owned subsidiary of the 1st Petitioner Company.

2. 1ST MOTION APPLICATION

2.1 The Petitioner Companies filed a joint First Motion Application CA(CAA)/118(CHE)/2021, based on such an application moved under Sections 230-232 of the Companies Act, 2013; directions were issued by this Tribunal, vide order dated 29.03.2022, for holding/dispensation of meeting as follows;





	EQUITY SHAREHOLDERS	COMPULSORY CONVERTIBLE PREFERENCE SHAREHOLDERS	DEBENTURE HOLDERS
1ST APPLICANT COMPANY	<i>To hold meeting</i>	<i>To hold meeting</i>	<i>To hold meeting</i>
2ND APPLICANT COMPANY	<i>Dispensed with</i>	<i>N/A</i>	<i>N/A</i>
3RD APPLICANT COMPANY	<i>Dispensed with</i>	<i>N/A</i>	<i>N/A</i>

	SECURED LOAN CREDITORS	UNSECURED TRADE CREDITORS	UNSECURED LOAN CREDITORS
1ST APPLICANT COMPANY	<i>To hold meeting</i>	<i>To hold meeting</i>	<i>N/A</i>
2ND APPLICANT COMPANY	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>
3RD APPLICANT COMPANY	<i>To hold meeting</i>	<i>To hold meeting</i>	<i>To hold meeting</i>

2.2 In the said order, the meeting(s) for the respective category of members of the Petitioner Companies were directed to be convened. Mr. N.P. Vijay Kumar, Advocate, the chairperson appointed had filed the report of the said meeting(s) before the registry vide SR. No. 3102 on 10.05.2022. Subsequently, the Petitioner Companies have filed the present Company Petition on 13.05.2022 which is within the time prescribed. On 28.07.2022, this Tribunal passed an order directing issuance of notice to the Statutory Authorities concerned and had also directed issuance of publication in one 'Business Standard' (All India Edition) and 'Dina Mani' (Tamil Nadu Edition).



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2.3 Pursuant to the said directions, notices were duly served on the statutory authorities on 16.08.2022 and publications were also duly made on 26.08.2022. Two Affidavit of service dated 05.09.2022 & 13.09.2022 confirming the service and publication is also placed on record.

3. RATIONALE OF THE SCHEME

3.1 The proposed restructuring pursuant to the said Scheme is expected, inter alia, to result in following benefits:

- (a) Greater visibility on the performance of respective businesses by moving the Business Undertaking of 1st Petitioner Company to 2nd Petitioner Company, and absorbing the 3rd Petitioner Company into 1st Petitioner Company;
- (b) To create a platform to support wider collaboration across the banking system and assist in the origination of priority sector portfolio for banks;
- (c) Play the role of an 'ecosystem catalyst' by catalyzing a 'farmers' marketplace' towards the group's mission of making markets work for small holder farmers;
- (d) Long term value unlocking for businesses, and ensuring long term compliances with all applicable regulations; and
- (e) To focus on institution and capacity building of farmer producer organisations by converting 3rd Petitioner Company's ability to enable market linkages into a technology-enabled open marketplace platform that





connects farmers and farmer producer organisations to external markets.

4. STEPS INVOLVED

4.1 The Composite Scheme of Arrangement as contemplated between the Petitioner Companies involves two steps which are as below:

- I. The slump sale (transfer and vesting) of a business undertaking of the 1st Petitioner Company as a going concern into the 2nd Petitioner Company, thereafter;
- II. The amalgamation of the 3rd Petitioner Company into the 1st Petitioner Company.

5. STATUTORY AUTHORITIES

5.1 REGIONAL DIRECTOR

The Regional Director, Southern Region (*hereinafter referred to as 'RD'*) Chennai to whom the notice was issued, has filed his Report on 19.07.2022 before this Tribunal and has stated that they do not have any objection to the scheme. It is further observed that as per the report of RoC, Chennai, the Applicant Companies has filed its statutory returns up to 31.03.2021 and has reported that there is no prosecution / Inspection or Investigation is pending against the Companies.

5.2 INCOME TAX DEPARTMENT

5.2.1 The Income Tax Officer – Corporate Ward 6(1) (*hereinafter referred to as 'ITO'*) vide his communication dated 14.09.2022 has placed objections to the proposed Scheme. The ITO with respect to



the slump sale of the business of undertaking of the 1st Petitioner Company to the 2nd Petitioner Company appears to have presumed the said transaction as a "Demerger" under Section 2(19AA) of the Income Tax Act, 1961 and has finally concluded as under:

*"As out of the above conditions, many conditions are not fulfilled, **the proposed scheme of arrangement between M/s. Samunnati Financial Intermediation & Services Pvt. Ltd. (PAN:AAUCS6880M) (SamFin / 1st Petitioner Company) and M/s. Samunnati Finance Pvt. Ltd. (PAN:ABGCS8966H) i.e., transfer and vesting (slump sale) of the business undertaking of M/s. Samunnati Financial Intermediation & Services Pit. Ltd. (PANAAUCS6880M) with M/s. Samunnati Finance Pvt. Ltd. (PAN:ABGCS8966H) (New SamFin / 2nd Petitioner Company) cannot be construed as demerger as per the provisions of Income Tax Act, 1961."***

5.2.2. In response to the above objections, the Petitioner Companies has filed their Reply Affidavit dated 21.09.2022 and clarified before this Tribunal that the proposed transfer of the business undertaking of the 1st Petitioner Company into the 2nd Petitioner Company is by way of a "Slump Sale" as defined under Section 2(42C) of the Income Tax Act, 1961 and not by way of a "Demerger" as observed by the ITO.

5.2.3. The ITO with respect to the Amalgamation of the 3rd Petitioner Company with 1st Petitioner Company has concluded that the condition(s) in terms of the Income Tax Act, 1961 for "Amalgamation" under Section 2(1B) of the Income Tax Act, 1961 are not fulfilled, and thus the said transaction cannot be construed



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as "Amalgamation" as defined under the Income Tax Act, 1961.

The conclusion is extracted as under:

"As out of the above conditions, many conditions are not fulfilled, the proposed scheme of amalgamation of M/s. Samunnati Agro Solutions Pvt. Ltd. (PAN;AAXCS7233D) (SamAgro / 3rd Petitioner Company) with the remaining undertaking of M/s. Samunnati Financial Intermediation & Services (PAN:AAUCS6880M) (SanFin / 1st Petitioner Company) cannot be construed as amalgamation as per the provisions of Income Tax Act, 1961."

5.2.4 A perusal of the objections in this regard reveals that the ITO has expressed the following issues and as against same, the Petitioner Companies has clarified as below:

No.	Objection	Response
1.	Since the 3 rd Petitioner Company is a wholly owned subsidiary of the 1 st Petitioner Company and that the proposed scheme does not contemplate the issuance of shares of the 1 st Petitioner Company, the said arrangement does not satisfy the condition as stipulated under Section 2(1B) of the Income Tax Act, 1961.	It was submitted that Section 2(1B) of the Income Tax Act, 1961 prescribes allotment of shares to shareholders of amalgamating company or companies (other than shares already held therein immediately before the amalgamation by, or by a nominee for, the amalgamated company or its subsidiary). Since the 3 rd Petitioner Company is a wholly owned subsidiary of the 1 st Petitioner Company, the condition prescribed under Section 2(1B) is fulfilled and there is no non-compliance.
2.	The scheme does not clarify as to how the excess / deficit of investment held in 3 rd Petitioner Company by the 1 st Petitioner Company over the Net Asset Value of the 1 st Petitioner Company would be treated upon sanctioning of the proposed scheme in the books of the 1 st Petitioner Company.	The Petitioner referred to Clause 29 of the scheme, which details the "Accounting Treatment" of the proposed merger in the books of 1 st Petitioner.



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3.	That the entire scheme should not be a result of purchasing the assets of one company by the other.	The Petitioner duly submits that merger of 3 rd Petitioner Company into the 1 st Petitioner Company as contemplated under the scheme is by way of absorption and accordingly the question of merger resulting in purchasing of assets of one company by another does not arise.
4.	That the entire scheme should not be only for avoidance of Capital Gains Tax.	<p>The Petitioner duly submits that arrangement proposed in the Composite Scheme of Arrangement is for genuine business purpose and to enable the Petitioner Companies / Group companies to carry-out its business in a more structured manner.</p> <p>It is submitted that the arrangement proposed does not envisage any avoidance of capital gains tax.</p>
5.	That the entire scheme should not be only for avoiding payment of tax by merging loss making and profit making companies.	<p>The Petitioner submits that the arrangement proposed in the Composite Scheme of Arrangement is for genuine business purpose and not to avoid any taxes. It is stated that the purpose of the proposed reorganization is to enable the Petitioner Companies/ Group companies to carry-out its business in a more structured manner and the rationale of the proposed arrangement is detailed in the Scheme of Arrangement.</p> <p>The Petitioner clarifies that in order to avail the benefit of carry forward of losses of the amalgamating company, the companies must be engaged in the specified business as prescribed under section 72A of the Income Tax Act, 1961.</p> <p>Since the 3rd Petitioner Company is not engaged in any of the specified businesses outlined in the section, the said benefit will not be availed.</p>
	That no particular shareholder or shareholder group should be benefited without paying any Capital Gains tax.	The Petitioner submits that since there is no transfer of shares from amalgamating company to amalgamated company, the question of exemption under section 47(vii) of the Income Tax Act, 1961. does not arise.
	That no assets of the amalgamating companies should be re-valued prior to amalgamation.	The Petitioner state that none of the assets of the amalgamating company are being revalued prior to the amalgamation. Consequently, the proposed merger of the 3 rd Petitioner Company into the 1 st Petitioner Company shall comply with the conditions prescribed under section 2(1B) of the Income Tax Act, 1961.



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5.2.5 Based on the undertaking and clarification provided by the Petitioner Companies, this Tribunal considers the response of the Petitioners sufficient and not against the interest of the revenue. Even if the proposed scheme is sanctioned by this Tribunal, it is clarified that no provision of the scheme can override the operation of the existing provisions of the Income Tax Act, 1961. In any case, the above issues will come up for the consideration of the ITO at the time of assessment of the Petitioner companies, and the revenue can analyze the scheme and is entitled to take any decision as per the provisions of the Income Tax Act, 1961 on any issues including those discussed above.

5.2.6 Apart from the above, with respect to the 1st Petitioner Company, the ITO states that there are certain pending proceedings and outstanding demands as under:

Pending Proceeding(s)		
S No.	Income Tax Proceedings	A.Y.
1.	Scrutiny Assessment u/s. 143(3)	2020-21
2.	Penalty proceedings u/s. 271(1)(c)	2016-17
3.	Penalty proceedings u/s. 271AAC(1)	2017-18

Outstanding Demand(s)		
S No.	A.Y.	Outstanding Demand
1.	2016-17	Rs 81,36,060/-
2.	2017-18	Rs. 37,74,590/-
3.	2018-19	Rs. 2,85,297/-
Total		Rs.1,21,95,947/-





5.2.7 Against the same, the Petitioner Companies undertakes as follows:

"We humbly submit that pursuant to the Composite Scheme of Arrangement being made effective, SamFin 1st (Petitioner Company) shall continue to remain in existence and shall not be wound up. All the outstanding tax demands and pending tax proceedings of SamFin (1st Petitioner Company) will continue against SamFin (1st Petitioner Company) and there will not be any change or transfer of the same, hence the interest of the Income-tax Department will not result in any loss to the revenue of the Income-tax Department."


5.2.8 Based on the above undertaking, the 1st Petitioner Company has clarified that proceedings in relation to the 1st Petitioner Company will continue without any change. Thus, the interest of the revenue is not obstructed in any manner.

5.3 OFFICIAL LIQUIDATOR

5.3.1 In response to the notice served by the 3rd Petitioner Company, the Official Liquidator had engaged Chartered Accountants to verify the affairs of the 3rd Petitioner Company and has filed its Report dated 18.07.2022 before this Tribunal with SR No. 4431 on 18.07.2022. No objection is raised by the Official Liquidator with respect to the Scheme. The Official Liquidator has consequently sought to fix the remuneration payable to the Auditor who has investigated into the affairs of the 3rd Petitioner Company.

5.3.2 From the above observations made by the Chartered Accountant, the Official Liquidator sought to take the report of the





Chartered Accountant on record and has also sought to fix the remuneration payable to the Auditor who has investigated into the affairs of 3rd Petitioner Company. In this regard, this Tribunal hereby directs the 1st Petitioner Company to pay a sum of **₹50,000/-** plus GST.

6. VALUATION REPORT:

6.1 The Learned Counsel for the Petitioner Company invited the attention of this Tribunal to the Valuation Report obtained from a Registered Valuer which has been filed under SR No. 6132 on 21.11.2022 wherein it has been recommended as below:

"Basis of the information provided to us, cost of acquisition for the slump sale computed by us basis of net worth of the NBFC business of the company (As per the Carve out as on Sept. 30th, 2021 given by the company's management) is INR 1,199.71 MN. In the light of the above and on a consideration of all the relevant factors and circumstances as discussed and outlined hereinabove referred to earlier in this report, the Fair Value of NBC Business of SAMFIN works out to be IN 1,199.71 Million, to be settled by issuance of 119.971 million equity shares of SAMUNNATI FINANCE of INR 10/- each fully paid up.



Further, as SAMUNNATI FINANCE is a newly incorporated entity with no business operations at present and the proposed composite scheme of arrangement of transfer of NBC Business of SAMFIN into SAMUNNATI FINANCE has not come into effect till now hence, none of the valuation approaches are relevant in this case and the fair value per share would be the par value, i.e. INR 10/- per share. We have no obligation to update this report or our conclusion of value for information that comes to our attention after the date of report."



7. ACCOUNTING TREATMENT

7.1 it is submitted by the Petitioner Companies that the Statutory Auditor of the Petitioner companies has examined the Scheme and has certified that the Petitioner Companies has complied with proviso to Section 230 - 232 and the Accounting Treatment contained in the proposed Scheme of Arrangement is in compliance with the Applicable Indian Accounting Standards notified under section 133 of the Companies Act, 2013 read with the rules made there under and other generally accepted accounting principles in India. The Certificate(s) issued by the Statutory Auditor certifying the Accounting Treatment of all the Petitioner Companies are filed and placed on record in SR. No. 5319 on 15.09.2022.

8. OBSERVATIONS OF THIS TRIBUNAL

8.1. This Tribunal is of the considered view that the scheme as contemplated amongst the petitioner companies seems to be *prima facie* not, in any way detrimental to the interest of the shareholders of the Company. In view of the absence of any material objections from any statutory authorities and since all the requisite statutory compliances have been fulfilled, this Tribunal sanctions the Scheme of Arrangement appended as Annexure "3" with the Petition as well as the prayer made therein.

8.2 Notwithstanding the above, if there is any deficiency found or, the violation committed qua any enactment, statutory rule or





regulation, the sanction granted by this Tribunal will not come in the way of action being taken, albeit, in accordance with the law, against the concerned persons, directors and officials of the petitioners.

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

9. THIS TRIBUNAL DO FURTHER ORDER:

i. That all properties, rights and interests of the business undertaking of the 1st Petitioner Company shall, pursuant to Section 232(3) of the Companies Act, 2013 without further act or deed be transferred to and vest in or be deemed to have been transferred and vested in the 2nd Petitioner Company in terms of the Scheme.


ii. That all properties, rights and interests of the 3rd Petitioner Company shall, pursuant to Section 232(3) of the Companies Act, 2013 without further act or deed be transferred to and vest in or be deemed to have been transferred and vested in the 1st Petitioner Company in terms of the Scheme.

iii. That all the liabilities, powers, engagements, obligations and duties of the 1st Petitioner Company with respect to the its



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business undertaking shall pursuant to Section 232(3) of the Companies Act, 2013 without further act or deed be transferred to and vest in or be deemed to have been transferred and vested in the 2nd Petitioner Company in terms of the Scheme.

- iv. That all the liabilities, powers, engagements, obligations and duties of the 3rd Petitioner Company shall pursuant to Section 232(3) of the Companies Act, 2013 without further act or deed be transferred to and vest in or be deemed to have been transferred and vested in the 1st Petitioner Company in terms of the Scheme.
- v. That the Appointed date for the Scheme shall be the effective date of the scheme as mentioned in clause 2(iii) of Part - 1 of the Scheme, being as below.
- vi. The 'Effective date' shall mean the date on which the 2nd Petitioner Company is in receipt of the Final NBFC Licence or filing the copy of the order of Tribunal approving this Scheme with the jurisdictional Registrar of Companies, whichever is later.

That all proceedings now pending by or against the 3rd Petitioner Company be continued by or against the 1st Petitioner Company.

- viii. That all the employees / workmen of the 3rd Petitioner Company in service on the date immediately preceding the





date on which the Scheme finally takes effect shall become the employees of the 1st Petitioner Company without any break or interruption in their service with all the benefits.

- ix. That all the employees / workmen of the business undertaking with respect to the 1st Petitioner Company in service on the date immediately preceding the date on which the Scheme finally takes effect shall become the employees of the 2nd Petitioner Company without any break or interruption in their service with all the benefits.
- x. That the 1st Petitioner Company do without any further assent / notice allot such number of shares as specified in clause -16 of Part – 3 of the Scheme.
- xi. Since the 3rd Petitioner Company is a wholly owned subsidiary of the 1st Petitioner Company, there shall be no issue of shares as consideration for the amalgamation of the 3rd Petitioner Company with the 1st Petitioner Company.
- xii. That the 1st and 2nd Petitioner Companies shall file the revised Memorandum and Articles of Association with the jurisdictional Registrar of Companies.

That the Petitioner Companies, shall within thirty days of the date of receipt of this order cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, on such certified copy being so delivered, the 3rd Petitioner Company shall be



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dissolved without winding up and the Registrar of Companies shall place all documents relating to the 3rd Petitioner Company registered with him on the file kept by him in relation to all the 1st Petitioner Company and the files relating to all the said companies shall be consolidated accordingly.

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

10. Accordingly, the Company Petition is **allowed** on the aforementioned terms and stands disposed of.

- Sd -

SAMEER KAKAR
MEMBER (TECHNICAL)

- Sd -

DR. DEEPTI MUKESH
MEMBER (JUDICIAL)

V.Shreekumar

Certified to be True Copy



[Handwritten Signature] 4/1/2023

DEPUTY REGISTRAR
NATIONAL COMPANY LAW TRIBUNAL
CHENNAI BENCH
CORPORATE BHAVAN, 3rd FLOOR,
29, RAJAJI SALAI, CHENNAI-600001

COMPOSITE SCHEME OF ARRANGEMENT
BETWEEN
SAMUNNATI FINANCIAL INTERMEDIATION & SERVICES PRIVATE LIMITED
(SAMFIN)
AND
SAMUNNATI FINANCE PRIVATE LIMITED
(NEW SAMFIN)
AND
SAMUNNATI AGRO SOLUTIONS PRIVATE LIMITED
(SAMAGRO)
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT, 2013 AND OTHER
APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013

For Samunnati Financial Intermediation
& Services Private Limited

S. Arunkumar
Company Secretary

For SAMUNNATI FINANCE PRIVATE LIMITED

[Signature]
Director

For Samunnati Agro Solutions Pvt. Ltd.

[Signature]
Authorised Signatory



PREAMBLE & RATIONALE TO THE SCHEME

This composite scheme of arrangement ("Scheme") is presented under Sections 230 to 232 of the Companies Act, 2013, and other applicable provisions of the Companies Act, 2013 (including any statutory modifications or re-enactment or amendment thereof) as an integrated Scheme which subject to New SamFin receiving the Final NBFC Licence, provides for:

- (a) the slump sale (i.e., transfer and vesting) of the Business Undertaking of SamFin (*defined below*) as a going concern, into Samunnati Finance Private Limited ("New SamFin"), pursuant to the provisions of Section 230 to Section 232 of the Companies Act, 2013, and
- (b) Post giving effect to (a) above, the amalgamation of Samunnati Agro Solutions Private Limited ("SamAgro") into Samunnati Financial Intermediation & Services Private Limited ("SamFin"), pursuant to the provisions of Section 230 to Section 232 of the Companies Act, 2013.

upon completion of which, Samunnati Finance Private Limited *inter-alia* would carry on the business of the Business Undertaking of SamFin i.e. primarily the business of facilitating/providing credit facilities through long term, short-term loans and other relevant financial products, including bill discounting, hire purchase, leasing, loan against shares, bonds, debentures etc. to all sections of the society including poor and marginalized men, women and children, self - help groups, societies, merchants, traders, industries, commercial establishments, financial institutions, co-operative societies, non-government organizations, private, charitable, educational research institutions and related entities, while SamFin would *inter-alia* carry on the business of SamAgro and the Remaining Business (*defined below*). The Scheme is divided into the following parts:

1. Dealing with Introductions and Definitions;
2. Dealing with Share Capital, Rationale and date on which the Scheme will become effective and operative;
3. Dealing with the slump sale of the Business Undertaking of SamFin (*defined below*), into New SamFin;
4. Post giving effect to the slump sale above, dealing with amalgamation of SamAgro into SamFin; and
5. Dealing with general clauses, terms and conditions.

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For Samunnati Financial Intermediation
& Services Private Limited

S. Arun Kumar
Company Secretary

For SAMUNNATI FINANCE PRIVATE LIMITED


Director

For Samunnati Agro Solutions Pvt. Ltd.


Authorised Signatory



PART 1 – INTRODUCTIONS AND DEFINITIONS

1. INTRODUCTIONS

- (i) *SamFin* is a company incorporated under the provisions of the Companies Act, 2013 bearing CIN U65990TN2014PTC096252 and having its registered office at Baid Hi Tech Park, 8th Floor, No 129 B East Coast Road, Thiruvanimiyur, Chennai, Tamil Nadu – 600041, India. *SamFin* is engaged in the following business –
- (a) As of March 31, 2021, *SamFin* has achieved an asset size of INR 12,90,77,70,000 (Indian Rupees One Thousand Two Hundred and Ninety Crores Seventy Seven Lakhs and Seventy Thousand only) and therefore is a Systemically Important Non-Deposit taking Non-Banking Financial Company having certificate of registration numbered N-07.00815 dated February 25, 2016 from the RBI (“NBFC CoR”), and is engaged in the business of facilitating/providing credit facilities, and providing other services, to households and enterprises engaged in businesses within identified supply chains primarily related to agriculture and other allied services in India. *SamFin* has four wholly-owned subsidiaries, which are *SamAgro*, *New SamFin*, *Kamatan Farm Tech Pvt. Ltd. (“Kamatan”)* and *Samunnati Foundation*. *Samunnati Foundation* is a not-for-profit company formed under Section 8 of the Companies Act, 2013. *Kamatan* works with farmer-producer organisations (“FPOs”) and institutional buyers to procure bulk volumes and drive supply chain efficiency. In addition to the above, *Kamatan* offers an integrated suite of technology products to farmers and FPOs to drive efficiencies;
- (b) “**Remaining Business**” – means the undertakings, business activities and operations of *SamFin* other than those comprised in the Business Undertaking of *SamFin*, being transferred to *New SamFin* on the Appointed Date on a going concern basis.
- (ii) *New SamFin* is a company incorporated under the provisions of the Companies Act, 2013 bearing CIN U65990TN2021PTC146392 and having its registered office at Baid Hi Tech Park, 8th Floor, No. 129 B East Coast Road, Thiruvanimiyur, Chennai, Tamil Nadu – 600041, and is a wholly-owned subsidiary of *SamFin*.
- (iii) Currently, *New SamFin* is proposed to be primarily engaged in the business of facilitating/providing credit facilities through long term, short-term loans and other relevant financial products, including bill discounting, hire purchase, leasing, loan against shares, bonds, debentures etc. to all sections of the society including poor and marginalized men, women and children, self - help groups, societies, merchants, traders, industries, commercial establishments, financial institutions, co-operative societies, non-government organizations, private, charitable, educational research institutions and related entities. (“**New SamFin Business**”).
- (iv) *SamAgro* is a company incorporated under the provisions of the Companies Act, 2013 bearing CIN U74999TN2016PTC112925 and having its registered office at Baid Hi Tech Park, 8th Floor, No 129 B East Coast Road, Thiruvanimiyur, Chennai, Tamil Nadu – 600041, India, and is a wholly-owned subsidiary of *SamFin*.
- (v) Currently, *SamAgro* is primarily engaged in the business of: (a) cash and carry wholesale trading of agricultural commodities, including but not limited to fruits, vegetables, plantation crops, cereals, pulses and oilseeds; (b) acting as a catalyst in the transaction of sale of agricultural products by the sellers to the interested end buyers; and (c) sourcing the agricultural products from farmer producer organizations, aggregators, traders etc. and selling them to buyers who are generally processing units, exporters, modern retailers, and

For Samunnati Financial Intermediation
& Services Private Limited

S. Arunkumar
Company Secretary

For SAMUNNATI FINANCE PRIVATE LIMITED

V. [Signature]
Director

For Samunnati Agro Solutions Pvt. Ltd.

A. [Signature]
Authorised Signatory



wholesalers, at a margin ("SamAgro Business").

2. DEFINITIONS

In this Scheme, unless inconsistent with the subject or context, the following expressions shall have the following meanings. Capitalized terms used but not defined shall have the meaning ascribed to them in the articles of association of SamFin.

- (i) "Act" means the Companies Act, 2013, as applicable and the rules and regulations made thereunder and shall include any statutory modifications, re-enactment or amendment thereof.
- (ii) "Applicable Law" or "Law" includes all statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders, requirement or other governmental restrictions or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, of any government, statutory authority, tribunal, board, court having jurisdiction over the matter in question.
- (iii) "Appointed Date" shall mean the Effective Date.
- (iv) "Board of Directors" shall mean the board of directors of the relevant companies which are part of this Scheme.
- (v) "Business Day" means any day other than Saturday, Sunday or any day on which commercial banks in Chennai are generally closed for regular banking business or any other day that is declared as a holiday under the Negotiable Instruments Act, 1881.
- (vi) "Business of NBFC" means such business as are permitted to be carried out by New SamFin as per Chapter IIIB of the Reserve Bank of India Act, 1934 read with the rules, regulations, directions promulgated thereunder from time-to-time.
- (vii) "Business Undertaking of SamFin" means the entire activities, operations, business division and undertaking of SamFin pertaining to its business as a non-banking financial company and which is being transferred to New SamFin on a going concern basis, particularly the following -
 - (a) immovable property including land and building, movable and tangible assets such as appliances, accessories, furniture, fixtures and leasehold improvements, capital work in progress, advances, sundry debtors, cash and bank balances, receivable assets/loans forming part of the ordinary course of the business of the non-banking financial company, benefit of any deposits, financial assets, investments, benefit of any bank guarantees, whether such assets are real or personal, present, future or contingent and liabilities relating to the Business Undertaking of SamFin;
 - (b) all permits, rights under any customer contracts, supply contracts, insurance contracts, licenses or other vendor/supplier contracts or agreements in relation to the Business Undertaking of SamFin, bids, tenders, letters of intent, expressions of interest, subsidies, concessions, exemptions, remissions, tax deferrals, including brought forward losses and unabsorbed depreciation subject to permissibility under the applicable laws, tenancies in relation to office, lease rights, powers and facilities of every kind, nature



For Samunnati Financial Intermediation
& Services Private Limited

S. Anand Kumar
Company Secretary

For SAMUNNATI FINANCE PRIVATE LIMITED

[Signature]
Director

For Samunnati Agro Solutions Pvt. Ltd.

[Signature]
Authorised Signatory

and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity and other services, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Business Undertaking of SamFin;

- (c) all deposits and balances with Government in the nature of share of advance taxes, taxes deducted at source, deferred tax assets, subject to permissibility under the applicable laws, in connection with the business of the Business Undertaking of SamFin, entitlements to refund and/or credits of the service tax, central goods and services tax, state goods and services tax, integrated goods and services tax, Union territory goods and services tax ("GST") in connection with the Business Undertaking of SamFin, entitlements to refund and/or credits of the value added Tax (in all states) in connection with the Business Undertaking of SamFin and such other Tax credits as may pertain to the Business Undertaking of SamFin, semi-Government, local and other authorities and bodies, customers, other persons, earnest moneys and/or security deposits paid or received by SamFin, directly or indirectly in connection with or in relation to the Business Undertaking of SamFin;
- (d) all debts, borrowings, obligations, duties and liabilities both present and future (including deferred tax liabilities, contingent liabilities and the liabilities and obligations under any licenses or permits or schemes) of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized, whether secured or unsecured, whether in rupees or foreign currency, relating to the Business Undertaking of SamFin; and
- (e) all manuals, data, catalogues, quotations, sales and advertising material, lists of present and former customers and suppliers, other customer information, customer credit information, customer pricing information, and all other records and documents, whether in physical or electronic form relating to business activities and operations of the Business Undertaking of SamFin.

Notwithstanding the foregoing, or anything to the contrary contained in this Scheme, the term "Business Undertaking of SamFin" shall not include, or be deemed to include, the following:

- A. The intellectual property assets of SamFin, since such intellectual properties are to be held and capitalized in SamFin for the benefit of, and to meet the business/ objectives of SamFin and all its subsidiary companies;
- B. Certain employees of SamFin as may be identified by SamFin, who shall continue to be employed with SamFin upon the Scheme coming into effect.

It is hereby clarified that, any question that may arise as to whether a specific asset or liability pertains or does not pertain to the Business Undertaking of SamFin or whether it arises out of the activities or operations of the Business Undertaking of SamFin shall be decided by mutual agreement between the Board of Directors of SamFin and New SamFin, subject to intimation and/ or obtaining necessary approval from the Reserve Bank of India, as may be applicable.

- (viii) "Commencement of Business of the NBFC" means the date, duly fixed by the Board of New SamFin for the commencement of the Business of the NBFC, after



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S. Asim Kumar
Company Secretary

For SAMUNNATI FINANCE PRIVATE LIMITED

Director

For Samunnati Agro Solutions Pvt. Ltd

Aruno Abhayan

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receipt of the Final NBFC Licence.

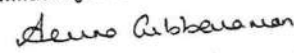
- (ix) "Companies" means SamFin, New SamFin and SamAgro collectively.
- (x) "Effective Date" shall mean the date on which New SamFin is in receipt of the Final NBFC Licence or filing the copy of the order of Tribunal approving this Scheme with the jurisdictional Registrar of Companies, whichever is later.
- (xi) "Encumbrance" means: (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance or interest of any kind securing, or conferring any priority of payment in respect of any obligation of any Person; (ii) a contract to give or refrain from giving any of the foregoing; (iii) any voting agreement, interest, option, right of first offer, refusal or transfer restriction in favour of any Person; and (iv) any adverse claim as to title, possession or use.
- (xii) "Final NBFC Licence" refers to the licence and certificate of registration as may be granted by the RBI in terms of Chapter IIIB of the Reserve Bank of India Act, 1934 and all rules, regulations and directions thereunder, to New SamFin in order to carry out the Business of NBFC.
- (xiii) "Government" means (a) the government of India or the government of any state or other political subdivision thereof in India; (b) any other governmental or quasi-governmental or statutory or regulatory authority, agency, department, board, commission or instrumentality of India or of any state or political subdivision thereof including without limitation the Reserve Bank of India; or (c) any court, tribunal, judicial or quasi-judicial authority of competent jurisdiction in India or any arbitration tribunal (including a sole arbitrator).
- (xiv) "New SamFin" means Samunnati Finance Private Limited, a company incorporated under the provisions of the Companies Act, 2013, bearing CIN U65990TN2021PTC146392 and having its registered office at Baid Hi Tech Park, 7th Floor, No 129 B East Coast Road, Thiruvanmiyur, Chennai, Tamil Nadu - 600041, India.
- (xv) "Person" shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under law.
- (xvi) "RBI" shall mean the Reserve Bank of India.
- (xvii) "SamAgro" means Samunnati Agro Solutions Private Limited, a company incorporated under the provisions of the Companies Act, 2013 bearing CIN U74999TN2016PTC112925 and having its registered office at Baid Hi Tech Park, 8th Floor, No 129 B East Coast Road, Thiruvanmiyur, Chennai, Tamil Nadu - 600041, India.
- (xviii) "SamAgro Employees" means all the permanent and/or temporary employees of SamAgro employed in SamAgro as on the Appointed Date.
- (xix) "SamFin" means Samunnati Financial Intermediation & Services Private Limited, a company incorporated under the provisions of Companies Act, 2013, bearing CIN U65990TN2014PTC096252 and having its registered office at Baid Hi Tech Park, 8th Floor, No 129 B East Coast Road, Thiruvanmiyur, Chennai, Tamil Nadu - 600041, India.



For SAMUNNATI FINANCE PRIVATE LIMITED


Director

For Samunnati Agro Solutions Pvt. Ltd.


Authorised Signatory

- (xx) "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Arrangement in its present form or with any modifications made under Paragraph 31 of Part 5 of the Scheme as approved or directed by the Tribunal.
- (xxi) "Shareholders" means the persons registered as holders of equity shares and persons registered as holders of preference shares of the respective Companies concerned.
- (xxii) "Slump Sale Consideration" means the consideration to be discharged to SamFin by New SamFin as set out in Paragraph 16 of this Scheme, in the form of equity shares issued by New SamFin to SamFin.
- (xxiii) "Tax" or "Taxes" means and includes without limitation all taxes (Indian, and where applicable, non-Indian), including income tax, dividend distribution tax, capital gains tax, equalization levy, sales tax, GST, value added tax, excise duty (including, without limitation, central and state excise), service tax, customs duty, local body tax, octroi, entry tax, wealth tax, gift tax, stamp duty, any tax in relation to collection, gains, franchise, property (whether immovable or movable), use, employment, license, imposts, payroll, occupation, transfer taxes, governmental charges, fees, charges, deductions or withholdings by whatever name they are called in the nature of tax, levies, statutory gratuity and provident fund payments or other employment benefit plan contributions and similar charges of any jurisdiction and shall include any interest, fines, penalties related thereto and, with respect to such taxes, any estimated tax, penalties and interest on such penalties,
- (xxiv) "Tax" and "Taxation" shall be construed accordingly.
- (xxv) "Tribunal" means the Honourable National Company Law Tribunal, Chennai Bench.
- (xxvi) "Undertaking of SamAgro" means the entire activities, operations, business division and undertaking of SamAgro and which is being transferred to SamFin on a going concern basis along with all related assets, liabilities, employees, rights, powers and shall include (without limitation), and in particular the following -
- (a) all assets (including appliances, accessories, furniture, fixtures and leasehold improvements, where applicable) whether movable or immovable, tangible or intangible, including all rights, titles and interest in connection with the land, and buildings thereon, whether corporeal or incorporeal, leasehold or otherwise, plant and machinery, capital work in progress, advances, sundry debtors, cash and bank balances, other fixed assets, trademark (including any right to use trademarks), brands (including right to use brands), benefit of any deposits, financial assets, investments, benefit of any bank guarantees, benefit of any insurance contracts, and all other assets whether real or personal, present, future or contingent and liabilities of SamAgro;
- (b) all permits, rights (including, without limitation, rights under any customer contracts, supply contracts, insurance contracts or other contracts or agreements), licenses (including, without limitation, approvals, authorizations, consents, tenancies, offices, trademarks, patents, copyrights, all other intellectual property rights, use of technology rights), software programs and data (whether proprietary or otherwise), entitlements, bids, tenders, letters of



For Samunnati Financial Intermediation
& Services Private Limited

S. Arjun Kumar
Company Secretary

For SAMUNNATI FINANCE PRIVATE LIMITED

J. Mohan
Director

For Samunnati Agro Solutions Private Limited

Aruno Aravamudan

Authorised Signatory

intent, expressions of interest, municipal and other statutory permissions, approvals, consents, licenses, registrations, subsidies, concessions, exemptions, remissions, tax deferrals, including bought forward losses and unabsorbed depreciation, tenancies in relation to office, lease rights, powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity and other services, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests of SamAgro;

- (c) all deposits and balances with Government (including share of advance taxes, taxes deducted at source, deferred tax assets, entitlements to refund and / or credits of the service tax and GST, entitlements to refund and / or credits of the value added tax (in all states) and other Tax credits), minimum alternate tax credit, semi-government, local and other authorities and bodies, customers, other persons, earnest moneys and/or security deposits paid or received by SamAgro, directly or indirectly;
- (d) all permanent employees of SamAgro as on the Effective Date;
- (e) all debts, borrowings, obligations, duties and liabilities both present and future (including deferred tax liabilities, contingent liabilities and the liabilities and obligations under any licenses or permits or schemes;) of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized, whether secured or unsecured, whether in rupees or foreign currency whether provided for or not in the books of accounts or disclosed in the balance sheet of SamAgro;
- (f) all current assets (including inventories, sundry debtors, bills of exchange, loans and advances), investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates), cash and bank accounts (including bank balances), contingent rights or benefits, benefits of any deposits, earnest monies, receivables, advances or deposits paid by or deemed to have been paid by SamAgro, financial assets, benefit of any bank guarantees, performance guarantees and letters of credit, leases (including lease rights), hire purchase contracts and assets; and,
- (g) all trade and service names and marks, patents, copyrights, designs and other intellectual property rights of any nature whatsoever, books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), drawings, manuals, data, catalogues, quotations, sales and advertising material, lists of present and former customers and suppliers, other customer information, customer credit information, customer pricing information, and all other records and documents, whether in physical or electronic form.

(xxvii) Word(s) or expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed thereto. All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context thereof, have the meaning ascribed to them under the Act and the Income Tax Act, 1961 and other applicable laws, rules, regulations, bye-laws, as the case may be, including any amendment thereto or re-enactment thereof.

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For Samunnati Financial Intermediation
& Services Private Limited

S. Ananth Kumar
Company Secretary

For SAMUNNATI FINANCE PRIVATE LIMITED


Director

For Samunnati Agro Solutions Pvt. Ltd.


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PART 2 – SHARE CAPITAL AND RATIONALE

3. SHARE CAPITAL

(i) The share capital structure of SamFin as on September 30, 2021 is as follows:

Authorized Capital	Amount (INR)
7,50,000 equity shares of face value of INR 10/- (Indian Rupees ten each)	75,00,000
17,50,000 Preference Shares of face value of INR 10/- (Indian Rupees ten each)	1,75,00,000
Total	2,50,00,000

Issued, Subscribed and Paid up Capital	Amount (INR)
5,73,861 equity shares of face value of INR 10/- (Indian Rupees ten each)	57,38,610
16,83,819 Compulsorily Convertible Preference Shares of face value of INR 10/- (Indian Rupees ten each)	1,68,38,190
Total	2,25,76,800

(ii) The share capital structure of New SamFin as on September 30, 2021 is as follows:

Authorized Capital	Amount (INR)
25,00,000 equity shares of face value of INR 10/- (Indian Rupees ten each)	2,50,00,000
Total	2,50,00,000



For Samunnati Financial Intermediation & Services Private Limited
S. Anant Kumar
Company Secretary

For SAMUNNATI FINANCE PRIVATE LIMITED
[Signature]
Director

For Samunnati Agro Solutions Pvt. Ltd.
Aruno Subbarayan
Authorised Signatory

Issued, Subscribed and Paid up Capital	Amount (INR)
25,00,000 equity shares of face value of INR 10/- (Indian Rupees ten each)	2,50,00,000
Total	2,50,00,000

(iii) The share capital structure of SamAgro as on September 30, 2021 is as follows:

Authorized Capital	Amount (INR)
6,50,000 equity shares of face value of INR 10/- (Indian Rupees ten each)	65,00,000
Total	65,00,000

Issued, Subscribed and Paid up Capital	Amount (INR)
6,32,484 equity shares of face value of INR 10/- (Indian Rupees ten each)	63,24,840
Total	63,24,840

4. CHANGE IN CAPITAL STRUCTURE

Notwithstanding anything else contained in this Scheme, during the pendency of the Scheme, SamFin and/or New SamFin are expressly authorized to raise capital for the purpose of funding growth or any other purpose, in any manner as considered suitable by the Board of Directors of the respective Companies, whether by means of rights issue, preferential issue, or any other manner whatsoever. Further, such funds may be raised by means of any instrument considered suitable by the Board of Directors, including equity/ equity linked instruments, convertible and/or non-convertible preference shares, convertible and/or non-convertible debentures (listed/ unlisted)/ bonds, etc. It is also expressly clarified that New SamFin and/or SamFin and/ or SamAgro is/are expressly authorized to raise funds for the purpose of funding growth, capital expansion or any other business purpose, by way of Inter-Corporate Debt/ loans/ debt/ line of credit as approved or if not approved earlier, as may be subsequently approved by the Board of Directors of the respective Companies.

5. OBJECTIVE AND RATIONALE OF THE SCHEME

(i) The group proposes to conduct its financial services business in the wholly owned



For Samunnati Financial Intermediation & Services Private Limited

S. Anurag Kumar
Company Secretary

For SAMUNNATI FINANCE PRIVATE LIMITED

[Signature]
Director

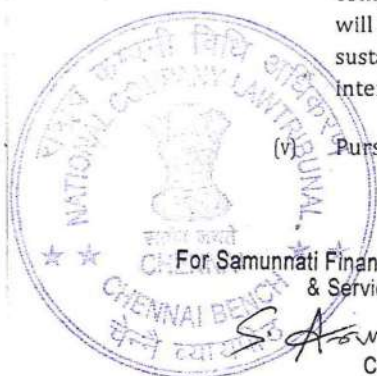
For Samunnati Agro Solutions Pvt. Ltd.

[Signature]

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subsidiary. Accordingly, to align the overall holding and operating structure, it is proposed to transfer the Business Undertaking of SamFin into New SamFin (a wholly owned subsidiary of SamFin). This Scheme also makes provision for various other matters consequential or related thereto and otherwise integrally connected therewith. The following key advantages have been foreseen by the Board of Directors of SamAgro, New SamFin and SamFin, respectively: -

- (a) greater visibility on the performance of respective businesses by moving the Business Undertaking of SamFin to New SamFin, and absorbing the SamAgro Business from SamAgro into SamFin;
 - (b) to create a platform to support wider collaboration across the banking system and assist in the origination of priority sector portfolio for banks;
 - (c) play the role of an 'ecosystem catalyst' by catalyzing a 'farmers' marketplace' towards the group's mission of making markets work for smallholder farmers;
 - (d) long term value unlocking of businesses, and ensuring long-term compliance with all applicable regulations; and
 - (e) to focus on institution and capacity building of farmer producer organisations by converting SamAgro's ability to enable market linkages into a technology-enabled open marketplace platform that connects farmers and farmer producer organisations to external markets.
- (ii) Overall, the Scheme is intended to bring about restructuring within the group of Companies wherein New SamFin houses the business of the non-banking financial company/financial services, and SamFin acquires the business of SamAgro within its direct management, and to enable better and more efficient management, control and running of its various businesses and offering opportunities to the management of both the Companies to vigorously pursue growth and expansion.
- (iii) Pursuant to the slump sale of the Business Undertaking of SamFin into New SamFin, New SamFin will carry on the business of the non-banking financial company/financial services. The objects of the Business Undertaking of SamFin include, *inter alia*, undertaking the business of a non-banking financial company, providing financial services to farmer producer organisations and agricultural enterprises, creating market linkages with a focus on creating a farmers' marketplace and driving productivity for farmers, and providing advisory services which includes bringing productivity enhancement interventions by collaborating with specialist players who provide these services thereby increasing the real incomes of the farmers.
- (iv) In addition to clause (i) of this Paragraph 5, the slump sale of the Business Undertaking of SamFin into New SamFin will aid SamFin in separating the technology and processing capability with respect to the agri-tech business to be carried out by SamFin after the Scheme comes into effect, from the financial services provided by the Business Undertaking of SamFin, and in reorganizing the group structure where the sector-focused technologies are owned and operated by SamFin and the business of non-banking financial company/financial services is proposed to be owned and operated by New SamFin. This will aid the group in being compliant with all regulatory requirements, strong governance, sustainable growth and achievement of the objectives listed above, and ensuring long-term interest of all stakeholders of SamFin and New SamFin.
- (v) Pursuant to the amalgamation of SamAgro with SamFin, SamFin will carry out its



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S. Anand Kumar
Company Secretary

For SAMUNNATI FINANCE PRIVATE LIMITED
Director

For Samunnati Agro Solutions Pvt. Ltd.
Deveno Subramanian
Authorised Signatory

Remaining Business and SamAgro Business. The objects of the SamAgro Business include, *inter alia*, the business of providing non-financial services to agricultural market value chain players and addressing market failures in terms of disaggregation and lack of market linkages. This amalgamation will aid SamFin in operating the Remaining Business and SamAgro Business at scale, based on the expertise of the key employees of SamFin and the SamAgro Employees who will become permanent employees of SamFin pursuant to the provisions of Paragraph 22. Further, the nature of similarities in the operations carried out by SamFin prior to the slump sale and the operations of SamAgro, will also result in better utilization of the skills of SamAgro Employees by SamFin, consequently aiding in better penetration of the market. Upon the coming into effect of the Scheme on the Appointed Date, the Memorandum of Association of SamFin will be amended in the manner set out in Paragraph 34 below.

- (vi) The Scheme will have beneficial results for the said Companies, their stakeholders and all concerned. The Scheme is proposed accordingly.
- (vii) The Scheme shall not in any manner be prejudicial to the interests of the concerned Shareholders, creditors, employees, other stakeholders and/ or general public at large, as the transfer of the Business Undertaking of SamFin to New SamFin, shall be on a 'going-concern' basis.

6. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme as set out herein in its present form or with any modification(s) approved or imposed or directed by the Tribunal shall be operative and effective from the Appointed Date.

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For Samunnati Financial Intermediation
& Services Private Limited

S. Anand Kumar
Company Secretary

For SAMUNNATI FINANCE PRIVATE LIMITED

[Signature]
Director

For Samunnati Agro Solutions Pvt. Ltd.

[Signature]
Authorised Signatory



**PART 3 – SLUMP SALE OF THE BUSINESS UNDERTAKING OF SAMFIN TO NEW
SAMFIN**

7. TRANSFER AND VESTING OF THE BUSINESS UNDERTAKING OF SAMFIN

With effect from the Appointed Date, the Business Undertaking of SamFin, would be transferred on a going concern basis to New SamFin. As from the Appointed Date, SamFin shall carry on the Remaining Business, along with SamAgro Business. The slump sale of the Business Undertaking of SamFin, into New SamFin under this Scheme will be effected under the provisions of Sections 230 to 232 of the Act as on the Appointed Date. This Scheme has been drawn up to comply with the conditions relating to "slump sale" as specified under Section 2(42C) of the Income Tax Act, 1961.

With the slump sale of the Business Undertaking of SamFin coming into effect from the Appointed Date:

- (i) the Business Undertaking of SamFin, as specified in Paragraph 2(vii) of Part 1 hereof, shall, pursuant to the provisions of Sections 230 to 232 and all other applicable provisions of the Act, without any further act or deed, stand transferred to and vested in, and shall be deemed to have been transferred to and vested in, New SamFin, as a going concern;
- (ii) all the properties of the Business Undertaking of SamFin being transferred by SamFin immediately before the slump sale, shall become the properties of New SamFin by virtue of the slump sale;
- (iii) all the liabilities related to the Business Undertaking of SamFin being transferred by SamFin, immediately before the slump sale, shall become the liabilities of New SamFin by virtue of the slump sale;
- (iv) all existing and future incentives, credits and exemptions and other statutory benefits, including in respect of Taxes including income-tax, value added tax, GST and service tax in relation to the Business Undertaking of SamFin in terms of the various statutes or schemes or policies, etc. of Union of India and/or State Governments shall be available to, and vest in, New SamFin;
- (v) all Taxes paid or payable by SamFin in respect of the operations and/or the profits of the Business Undertaking of SamFin, before the Appointed Date, shall be on the account of SamFin and, in so far as it relates to the Tax payment (including, without limitation, income-tax, tax on book profits, value added tax, etc.) whether by way of deduction at source, advance tax or otherwise, howsoever, by SamFin, in respect of the profits or activities or operation of the Business Undertaking of SamFin after the Appointed Date, the same shall be deemed to be the corresponding item paid by New SamFin and shall, in all proceedings, be dealt with accordingly;
- (vi) SamFin and New SamFin are expressly permitted to revise their respective Tax returns, as may be necessary, and New SamFin is expressly permitted to file its income-tax return including tax deducted at source certificates, sales tax/value added tax returns, GST returns, excise returns, service tax returns and other tax returns and to claim refunds/credits;
- (vii) all cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of SamFin pertaining to the Business Undertaking of SamFin after the Appointed Date, shall be accepted by the bankers of New SamFin and credited to the account of New SamFin, if presented by New SamFin;



For Samunnati Financial Intermediation
& Services Private Limited

S. Anand Kumar
Company Secretary

For SAMUNNATI FINANCE PRIVATE LIMITED

[Signature]
Director

For Samunnati Agro Solutions Private Limited

Aruno Chatterjee

Authorised Director

- (viii) the experience, track record and credentials of SamFin in relation to the Business Undertaking of SamFin in carrying out the non-banking financial company/financial services business prior to its transfer to New SamFin shall be taken into account and treated and recognized as the experience, track record and credentials in relation to such Business Undertaking of SamFin even after its transfer to New SamFin, including for the purpose of eligibility, standing, evaluation and participation of SamFin in all existing and future bids, tenders, contracts, request for proposals/quotation, of clients including Union of India, State government, statutory bodies or agencies thereof; and
- (ix) the transfer of the Business Undertaking of SamFin to New SamFin will be on a going concern basis.

It is hereby clarified that, if any terms or provisions of the Scheme are found or interpreted to be inconsistent with the above provisions at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said section of the Income Tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with conditions contained in Section 2(42C) of the Income Tax Act, 1961. Such modification will however not affect other parts of the Scheme.

8. TRANSFER OF ASSETS

With the slump sale of the Business Undertaking of SamFin coming into effect from the Appointed Date:

- (i) the entire business and undertaking comprising of the business activities, together with all the assets of the Business Undertaking of SamFin, shall, without further act or deed, but subject to the charges affecting the same be transferred and/or deemed to be transferred to, and vested in, New SamFin so as to become the properties of New SamFin.
- (ii) all assets and properties of the Business Undertaking of SamFin which are moveable in nature, or are otherwise capable of transfer by physical delivery or by endorsement and delivery, shall have been so transferred by SamFin, without requiring any deed or instrument of conveyance for the same and shall be deemed to be the property of New SamFin. SamFin shall have taken all steps as may be necessary to ensure that vacant, lawful, peaceful and unencumbered possession, right, title, leasehold rights, interest of immovable property, is given to New SamFin.
- (iii) all the incentives, service tax benefits, subsidies (including applications for subsidies), grants, special status and other benefits or privileges enjoyed, granted by any governmental body, local authority or by any other person, or availed of by SamFin shall, without any further act or deed, in so far as they relate to the Business Undertaking of SamFin, vest with and be available to New SamFin on the same terms and conditions.
- (iv) the insurance covers and/or benefits under the existing insurance policies providing insurance cover pertaining to the Business Undertaking of SamFin shall be extended to, vest with and be available to New SamFin on the same terms and conditions.

(v) all cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of SamFin pertaining to the Business Undertaking of SamFin after the Appointed Date shall be accepted by the bankers of New SamFin and credited to the account of New SamFin, if presented by New SamFin. Similarly, the banker of New SamFin shall honour all cheques issued by SamFin pertaining to the Business Undertaking of SamFin for payment after the Appointed Date; and




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& Services Private Limited

S. Arunkumar
Company Secretary

For SAMUNNATI FINANCE PRIVATE LIMITED


Director

For Samunnati Agro Solutions Pvt. Ltd.



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- (vi) all the intellectual property(ies) pertaining to the Business Undertaking of SamFin shall be deemed to have been licensed to New SamFin, on a non-exclusive basis to the extent necessary, without requirement of any further license deeds or agreements.

9. TRANSFER OF DEBTS AND LIABILITIES

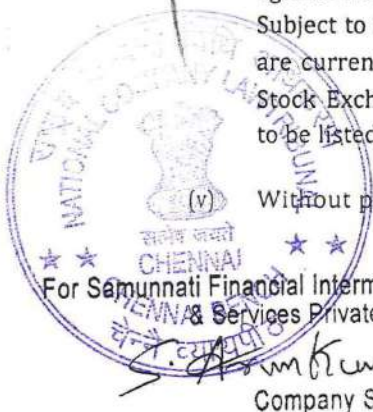
- (i) With the slump sale of the Business Undertaking of SamFin coming into effect from the Appointed Date, all the debts, liabilities, contingent liabilities, duties and obligations and any accretions and additions or reductions thereto of the Business Undertaking of SamFin, without any further act or deed, shall be deemed to be transferred to and vested in New SamFin so as to become the debts, liabilities, duties and obligations of New SamFin, and New SamFin undertakes to meet, discharge and satisfy the same in accordance with the terms and conditions laid down under the agreements/arrangements executed by SamFin in relation to the Business Undertaking of SamFin. It is hereby clarified that, save as otherwise provided in the Scheme, upon the Scheme becoming effective and the approval of the secured and unsecured creditors being obtained in writing or through the creditors' meeting (if necessary), it shall not be required to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen, in order to give effect to this Paragraph.

- (ii) Where any such debts, loans raised, liabilities, duties and obligations attributed to the Business Undertaking of SamFin as on the Appointed Date, have been discharged or satisfied by SamFin prior to the Appointed Date, such discharge or satisfaction shall be deemed to be for and on account of New SamFin with effect from the Appointed Date. All liabilities and obligations attributed to the Business Undertaking of SamFin, including its unsecured loans taken over by New SamFin, may be discharged by New SamFin as per the terms and conditions agreed with SamFin.

- (iii) All loans raised and used, and all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature and description attributable to the Business Undertaking of SamFin, incurred by SamFin prior to the Appointed Date, for the operations of the Business Undertaking of SamFin shall, without any further act or deed, be transferred to, or be deemed to be transferred to New SamFin so as to become from the Appointed Date, the debts, liabilities, contingent liabilities, duties and obligations of New SamFin, and shall be discharged by New SamFin as per the terms and conditions of the agreements, arrangements and understandings as originally entered into by SamFin.

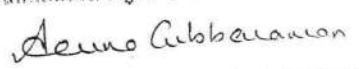
- (iv) Without prejudice to anything contained hereinabove, from the Appointed Date, all secured, redeemable, non-convertible debentures issued by SamFin, including but not limited to such non-convertible debentures as of September 30, 2021 aggregating to issue size of INR 73,00,00,000 (Indian Rupees Seventy Three Crores), issued pursuant to debenture trust deeds dated September 23, 2020 and March 31, 2021 and listed on the BSE Ltd. (the "Listed NCDs"), shall, without any further act, instrument or deed, become the Listed NCDs of New SamFin, on the same terms and conditions and all the rights, powers, duties and obligations in relation thereto shall be and stand transferred to and vested in and/or be deemed to have been transferred to and vested in and shall be exercised by or against New SamFin as if it was the issuer of such Listed NCDs, so transferred and vested. Subject to the requirements, if any, imposed by the stock exchanges where the Listed NCDs are currently listed ("Stock Exchanges"), and other terms and conditions agreed with the Stock Exchanges, the Listed NCDs which stand transferred to New SamFin, shall continue to be listed on the Stock Exchanges.

- (v) Without prejudice to anything contained hereinabove, from the Appointed Date, all



For SAMUNNATI FINANCE PRIVATE LIMITED

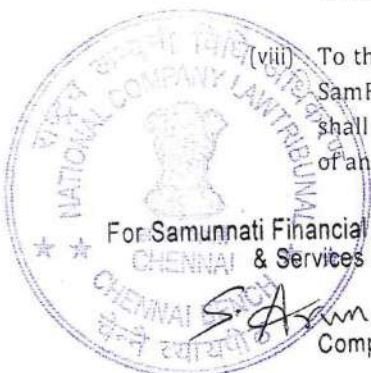
Director

For Samunnati Agro Solutions Private Limited

Authorised Director

secured, redeemable, non-convertible debentures currently aggregating to issue size of INR 45,00,00,000 (Indian Rupees Forty Five Crores) issued by SamFin to: (i) CSB Bank Limited; (ii) DCB Bank Limited; and (iii) Bank of India Limited, pursuant to the RBI's Targeted Long-Term Repo Operations 2.0 scheme announced on April 17, 2020 by the RBI ("TLTRO 2.0"), and listed on the BSE Limited (the "Listed TLTRO NCDs"), shall, without any further act, instrument or deed, become the Listed TLTRO NCDs of New SamFin, on the same terms and conditions and all the rights, powers, duties and obligations in relation thereto shall be and stand transferred to and vested in and/or be deemed to have been transferred to and vested in and shall be exercised by or against New SamFin as if it was the issuer of such Listed TLTRO NCDs, so transferred and vested. Subject to the requirements, if any, imposed by the stock exchanges where the Listed TLTRO NCDs are currently listed ("TLTRO Stock Exchanges"), and other terms and conditions agreed with the Stock Exchanges, the Listed TLTRO NCDs which stand transferred to New SamFin, shall continue to be listed on the TLTRO Stock Exchanges.

- (vi) The transfer and vesting of the Business Undertaking of SamFin as aforesaid, shall be subject to the existing securities, charges, hypothecation and mortgages, if any, subsisting in relation to any loans or borrowings of the Business Undertaking of SamFin, provided however, any reference in any security documents or arrangements, to which SamFin is a party, wherein the assets of the Business Undertaking of SamFin have been or are offered or agreed to be offered as security for financial assistance or obligations, shall be construed as reference only to the assets pertaining to the Business Undertaking of SamFin as are vested in New SamFin by virtue of this Scheme, to the end and intent that such security, charge, hypothecation and mortgage shall not extend or be deemed to extend, to any of the assets of SamFin or any of the assets of New SamFin, provided further that the securities, charges, hypothecation and mortgages (if any subsisting) over and in respect of the assets or any part thereof of New SamFin shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges, hypothecation or mortgages, and shall not extend or be deemed to extend, to any of the assets of the Business Undertaking of SamFin vested in New SamFin, provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by SamFin in relation to the Business Undertaking of SamFin which shall vest in New SamFin by virtue of the vesting of the Business Undertaking of SamFin with New SamFin, and New SamFin shall not be obliged to create any further or additional security therefore after the Scheme has become operative.
- (vii) All the loans, advances and other facilities sanctioned to SamFin in relation to the Business Undertaking of SamFin by its bankers and financial institutions prior to the Appointed Date, which are partly drawn or utilized shall be deemed to be the loans and advances sanctioned to New SamFin and the said loans and advances shall be drawn and utilized either partly or fully by SamFin from the Appointed Date and all the loans, advances and other facilities so drawn by SamFin in relation to the Business Undertaking of SamFin (within the overall limits sanctioned by their bankers and financial institutions) shall on the Appointed Date be treated as loans, advances and other facilities made available to New SamFin and all the obligations of SamFin in relation to the Business Undertaking of SamFin under any loan agreement shall be construed and shall become the obligation of New SamFin without any further act or deed on the part of New SamFin.

- (viii) To the extent that there are any inter-company loans or balances between New SamFin and SamFin, the obligations in respect thereof shall come to an end, and corresponding effect shall be given in the books of accounts and records of SamFin for the increase or reduction of any assets or liabilities, as the case may be.



For Samunnati Financial Intermediation
& Services Private Limited
CHENNAI
S. Arun Kumar
Company Secretary

For SAMUNNATI FINANCE PRIVATE LIMITED
Director

For Samunnati Agro Solutions Pvt. L.
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Authorised Signat

10. SECURITISATION TRANSACTIONS

- (i) In respect of any direct assignment and/or securitisation transactions entered into by SamFin prior to the Appointed Date it is clarified that:
- All minimum retention requirement positions (whether in the form of investments in securities or otherwise) shall stand transferred and shall be considered as part of the Business Undertaking of SamFin being transferred to New SamFin in terms of this Scheme, and
 - All credit enhancement exposures/ obligations of SamFin (including without limitation the related fixed deposits, if any) and / or collection and servicing agent obligations of SamFin shall stand transferred to New SamFin in terms of the Scheme.

Pursuant to the Scheme, SamFin will transfer inter alia the entire portfolio of loan assets to New SamFin. Accordingly, in the context of fresh direct assignment or securitisation transactions undertaken by SamFin after the approval of this Scheme by the Tribunal but on or before the Appointed Date, the holding period of such asset on the books of SamFin and New SamFin shall be aggregated for the purposes of the applicable minimum holding period requirements.

11. EMPLOYEES AND EMPLOYEE STOCK OPTIONS

- (i) Upon the Scheme becoming effective, all the staff, executives, workmen, and other employees, whether temporary or permanent, engaged in the Business Undertaking of SamFin other than those as may be identified by SamFin, who shall continue to be employed with SamFin upon the Scheme coming into effect (hereinafter referred to as the "Relevant Employees") as and from the Appointed Date, shall become the employees of New SamFin on the basis that:

- their service shall have been continuous and shall not have been interrupted by reason of the Scheme;
- the terms and conditions of service applicable to the said Relevant Employees after such transfer shall not in any way be less favourable to them than those applicable to them immediately before the transfer; and
- it is expressly provided that as far as provident fund, gratuity fund, superannuation fund or any other special fund created or existing for the benefit of the Relevant Employees, if any, are concerned, upon the Scheme becoming effective, New SamFin shall stand substituted for SamFin for all purposes whatsoever related to the administration or operation of such funds or in relation to the obligation to make contributions to the said funds in accordance with the provisions of such funds as per the terms provided in the respective trust deeds, if any. It is the aim and intent that all the rights, duties, powers and obligations of SamFin in relation to such funds shall become those of New SamFin and all the rights, duties and benefits of the Relevant Employees under such funds and trusts shall be protected. It is clarified that the services of the Relevant Employees, shall also be treated as having been continuous for the purpose of the aforesaid funds.

- (ii) Upon the slump sale coming into effect on the Effective Date, in respect of the stock options granted by SamFin to the employees under the employees' stock option scheme of SamFin, titled 'Employees Stock Option Plan 2019' ("Stock Option Plan"), the stock options which have been granted or committed, whether or not vested as of the Appointed Date, shall not



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Company Secretary

For SAMUNNATI FINANCE PRIVATE LIMITED
Director

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be affected in any manner, as: (a) the Stock Option Plan applies to all subsidiaries of SamFin; and (b) the options can be exercised in exchange for shares of SamFin only. It is further clarified that any employee stock options granted to any employees of SamFin who form part of the Relevant Employees ("Relevant ESOPs"), shall, for the benefit of such employees, not be deemed to stand cancelled nor be deemed to start afresh from the Effective Date; instead, all such Relevant ESOPs shall be treated as being continuously held since the applicable dates on which the Relevant ESOPs were granted, for the purpose of the Stock Option Plan. In no manner will the Companies' application to the Tribunal with this Scheme or its implementation on and from the Appointed Date; (a) be treated as a "Change in Capital Structure"¹ or "Corporate Action"² as defined under the Stock Option Plan; (b) trigger any event due to which any of the Relevant Employees holding any Relevant ESOPs may exercise the stock options; (c) trigger any change in the vesting period of the Relevant ESOPs.

12. LEGAL PROCEEDINGS

- (i) With effect from the Appointed Date, New SamFin undertakes to have all the legal or other proceedings initiated by or against SamFin in respect of the Business Undertaking of SamFin and pending on the Appointed Date, transferred in its name and to have the same continued, prosecuted and enforced by or against New SamFin to the exclusion of SamFin. New SamFin also undertakes to deal with all legal or other proceedings which may be initiated by or against SamFin or New SamFin after the Appointed Date relating to the Business Undertaking of SamFin in respect of the period prior to the Appointed Date, in its own name and account and to the exclusion of SamFin, and further undertakes to indemnify, defend and hold harmless SamFin against any and all liabilities, losses, damages, demands, claims including third-party claims, actions, judgments or causes of action, assessments, interest, fines and penalties, which SamFin may be liable for or called upon to pay or secure in respect of any liability or obligation relating to the Business Undertaking of SamFin for the period up to the Appointed Date, and any reasonable costs or expenses (including without limitation, any amounts paid in settlement, court costs and all reasonable attorneys' fees and out of pocket expenses) incurred by SamFin in respect of such proceedings started by or against it relating to the period up to the Appointed Date upon submission of necessary evidence by SamFin to New SamFin for making such payment.

¹ Under the Stock Option Plan, "Change in Capital Structure" "means a change in the capital structure of the Company as a result of re-classification of Shares, sub-division of Shares, issue of bonus Shares, conversion of Shares into other shares or Securities of the Company and any other change in the rights or obligations in respect of Shares, issue of shares on rights basis and any other form of equity share issuance." For the purpose of this definition, 'Company' refers to SamFin.

² Under the Stock Option Plan, "Corporate Action" "means one of the following events:

- i. The merger, de-merger, spin-off, acquisition, consolidation, amalgamation, sale of business, dissolution or other reorganization of the Company in which the Shares are converted into or exchanged for:
 - a. A different class of Securities of the Company; or
 - b. Any Securities of any other issuer; or
 - c. Cash; or
 - d. Other property;
- ii. The sale, lease or exchange of all or substantially all of the assets or undertaking of the Company.
- iii. The adoption by the shareholders of the Company of a scheme of liquidation, dissolution or winding up.
- iv. Acquisition (other than acquisition pursuant to any other sub-clause of this clause) by any company, person, entity or group of a controlling stake in the Company. For this purpose, 'Controlling Stake' shall mean more than 50% of the voting share capital of the Company.
- v. Any other event, which in the opinion of the Board has a material impact on the business of the Company."



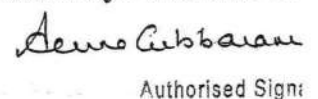
For Samunnati Financial Intermediation
& Services Private Limited

S. Anand Kumar
Company Secretary

For SAMUNNATI FINANCE PRIVATE LIMITED


Director

For Samunnati Agro Solutions Pvt.


Authorised Signatory

- (ii) All legal proceedings of whatsoever nature by or against properties, assets, debts, liabilities, duties and obligations with regard to the Business Undertaking of SamFin, pending and/or arising on the Appointed Date, shall be continued and/or enforced until the Appointed Date, as desired by New SamFin, and as and from the Appointed Date, shall be continued and enforced by or against New SamFin in the manner and to the same extent as would or might have been continued and enforced by or against SamFin.
- (iii) It is clarified that any amounts received by SamFin after the Appointed Date on account of any proceedings in relation to the Business Undertaking of SamFin, including proceedings under various tax laws shall be deemed to have been received in trust and on behalf of New SamFin and the same shall forthwith be remitted by SamFin to New SamFin upon the Scheme being operative from the Appointed Date.

13. CONTRACTS, DEEDS, ETC.

- (i) With effect from the Appointed Date, all contracts, deeds, bonds, agreements and other instruments, if any, of whatsoever nature, relating to the Business Undertaking of SamFin, or to the benefit of which the Business Undertaking of SamFin may be eligible, and subsisting or having effect on the Appointed Date, shall be in full force and effect against or in favour of New SamFin, as the case may be, and may be enforced by or against New SamFin as fully and effectually as if, instead of SamFin, New SamFin had been a party thereto.
- (ii) New SamFin shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which SamFin will, if necessary, also be party, in order to give formal effect to the provisions of this Scheme, if so required.
- (iii) Further, New SamFin shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of SamFin and to implement or carry out all formalities required on the part of the Business Undertaking of SamFin to give effect to the provisions of this Scheme.
- (iv) With effect from the Appointed Date, all permits, quotas, rights, entitlements, privileges (granted by any government body, local authority or by any other person) of every kind and description of whatsoever nature in relation to the Business Undertaking of SamFin, or to the benefit of which the Business Undertaking of SamFin may be eligible, or having effect immediately before the Appointed Date, shall be and remain in full force and effect in favour of or against New SamFin, as the case may be, and may be enforced fully and effectually as if, instead of SamFin, New SamFin had been a beneficiary or obligee thereto.
- (v) Subject to Paragraph 13 (vi) below, with effect from the Appointed Date, any statutory licences, permissions or approvals or consents required to hold, sell, or deal with in any manner with respect to the Business Undertaking of SamFin shall stand vested in or transferred to New SamFin without any further act or deed, and shall be appropriately mutated by the Company concerned therewith in favour of New SamFin. The benefit of all such statutory and regulatory permissions, licences, approvals and consents including statutory licences, approvals, permissions or consents required to hold, sell, deal with in any manner, and exercise any right as a holder of the Business Undertaking of SamFin shall vest in and become available to New SamFin pursuant to the Scheme becoming effective on the Appointed Date,



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& Services Private Limited
S. Anand Kumar
Company Secretary

For SAMUNNATI FINANCE PRIVATE LIMITED
S. Anand Kumar
Director

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S. Anand Kumar

- (vi) Provided that prior to the Appointed Date, New SamFin shall, and SamFin shall cooperate with New SamFin in order for New SamFin to make the requisite application with the RBI to obtain registration in terms of Section 45-IA of the Reserve Bank of India Act, 1934, as a 'Non-Deposit taking Non-Banking Financial Company'. After grant of the Final NBFC License by the RBI, SamFin undertakes to not carry on any business of a 'non-banking financial company' on and from the Appointed Date, and take all necessary steps and procedures as required under applicable law to surrender its NBFC CoR to the RBI in accordance with instructions as may be issued by RBI to SamFin.

14. TRANSACTIONS UP TO THE APPOINTED DATE

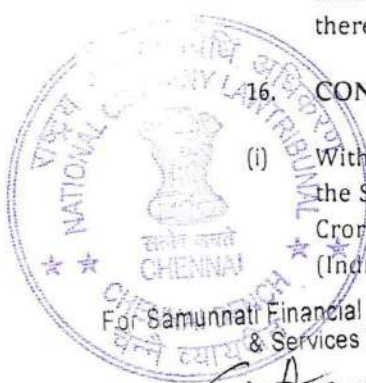
- (i) Up to the Appointed Date:
 - (a) SamFin shall carry on, and be deemed to have carried on, the business and activities in relation to the Business Undertaking of SamFin and shall be deemed to have held and stood possessed of and shall hold and stand possessed of the Business Undertaking of SamFin for and on account of and in trust for SamFin itself only;
 - (b) All the profits or income accruing* or arising to SamFin or expenditure or losses arising or incurred by SamFin in relation to the Business Undertaking of SamFin shall, for all purposes, be treated and deemed to be and accrue as the profits or income or expenditure or losses (as the case may be) of SamFin itself only;
 - (c) SamFin may (without the prior written consent of New SamFin) alienate, charge or otherwise deal with or dispose of the Business Undertaking of SamFin or any part thereof except in the usual course of business or pursuant to any pre-existing obligation undertaken prior to the Appointed Date;
 - (d) SamFin shall carry on the business and activities of the Business Undertaking of SamFin with reasonable diligence and business prudence.
- (ii) New SamFin shall be entitled, pending the sanction of the Scheme, to apply to the Central Government and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which New SamFin may require to carry on the business of the Business Undertaking of SamFin. On the Appointed Date, New SamFin shall commence and carry on and shall be authorized to carry on the businesses carried on by the Business Undertaking of SamFin.

15. SAVING OF CONCLUDED TRANSACTIONS

The transfer of properties and liabilities relating to the Business Undertaking of SamFin pursuant to this Scheme, and the continuance of proceedings by or against SamFin under Paragraph 12 above shall not affect any transaction or proceedings already concluded or liabilities incurred, or any liabilities discharged by SamFin in connection with the Business Undertaking of SamFin, till the Appointed Date, to the end and intent that New SamFin shall accept and adopt all acts, deeds and things done and executed by SamFin in respect thereto as done and executed on behalf of itself.

16. CONSIDERATION

- (i) Within 45 (Forty-Five) Business Days of the Appointed Date, New SamFin shall discharge the Slump Sale Consideration by way of issuance and allotment of 11,99,71,000 (Eleven Crores Ninety-Nine Lakhs Seventy One Thousand) equity shares of face value INR 10 (Indian Rupees Ten) each, to SamFin.



For Samunnati Financial Intermediaries & Services Private Limited
S. Arun Kumar
 Company Secretary

For SAMUNNATI FINANCE PRIVATE LIMITED
[Signature]
 Director

For Samunnati Agro Solutions Pvt. Ltd
[Signature]
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(ii) The Slump Sale Consideration shall be the value of Business Undertaking of SamFin which shall be subject to the following adjustments:

- a) The value of the Business Undertaking of SamFin, based on the valuation report dated October [•], 2021 issued by the registered valuer, is INR 1,19,97,10,000 (One Hundred and Nineteen Crores Ninety-Seven Lakhs and Ten Thousand Only) ("Base Value").
- b) Within 15 (Fifteen) Business Days of the Appointed Date, SamFin shall obtain a revised valuation report of the Business Undertaking of SamFin as on the Appointed Date, issued by a registered valuer, and provide the same to New SamFin.
- c) If the Base Value of the Business Undertaking of SamFin is more than the valuation of the Business Undertaking of SamFin as on the Appointed Date, then the Slump Sale Consideration shall be reduced by such differential amount. Accordingly, the number of equity shares to be issued by New SamFin to SamFin for discharging the Slump Sale Consideration shall therefore be reduced proportionately.
- d) If the Base Value of the Business Undertaking of SamFin is less than the valuation of the Business Undertaking of SamFin as on the Appointed Date, then the Slump Sale Consideration shall be increased by such differential amount. Accordingly, the number of equity shares to be issued by New SamFin to SamFin for discharging the Slump Sale Consideration shall therefore be increased proportionately.

17. ACCOUNTING TREATMENT

(i) In the books of SamFin –

- (a) With effect from the Appointed Date, the accounts representing the assets and liabilities of the Business Undertaking of SamFin as identified by the Board of Directors shall stand closed on transfer to New SamFin, including the loans and advances, trade payables, provisions, fixed assets, etc., relating to or pertaining to the Business Undertaking of SamFin which will be transferred in their entirety to New SamFin in accordance with the provisions of this Scheme.
- (b) SamFin shall, upon the slump sale becoming effective from the Appointed Date, record the transfer and vesting of the assets and liabilities of the Business Undertaking of SamFin to New SamFin pursuant to this Scheme in accordance with the accounting treatment given as per the Indian Accounting Standard (Ind-AS) 103 – Business Combinations and other applicable Ind-AS prescribed under section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015 (as amended from time to time) and other generally accepted accounting principles as applicable on the Appointed Date.

(ii) In the books of New SamFin –

- (a) New SamFin shall, upon the slump sale becoming effective from the Appointed Date, record the assets and liabilities of the Business Undertaking of SamFin transferred to and vested in it pursuant to this Scheme in accordance with the accounting treatment given as per the Indian Accounting Standard (Ind-AS) 103 – Business Combinations and other applicable Ind-AS prescribed under section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015 (as amended from time to time) and other generally accepted accounting principles as applicable on the Appointed Date.



For Samunnati Financial Intermediation
& Services Private Limited
S. Anand Kumar
Company Secretary

For SAMUNNATI FINANCE PRIVATE LIMITED


Director

For Samunnati Agro Solutions


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18. REMAINING BUSINESS

- (i) Save and except the Business Undertaking of SamFin and as expressly provided in this Scheme, nothing contained in this Scheme shall affect the Remaining Business which shall continue to belong to and be vested in and be managed by SamFin.

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For Samunnati Financial Intermediation
& Services Private Limited

S. Arun Kumar
Company Secretary

For SAMUNNATI FINANCE PRIVATE LIMITED For Samunnati Agro Solutions.F

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Director

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19. AMALGAMATION OF SAMAGRO WITH SAMFIN

Upon the amalgamation process under the Scheme coming into effect as on the Appointed Date, the Undertaking of SamAgro shall, be and stand transferred to and vested in or be deemed to have been transferred to and vested in SamFin, as a going concern without any further act, instrument, deed, matter or thing to be made, done or executed so as to become, as and from the Appointed Date, the undertaking of SamFin by virtue of and in the manner provided in this Scheme.

20. TRANSFER OF ASSETS

(i) Upon the amalgamation process under the Scheme coming into effect on the Appointed Date, all the estate, assets, rights, claims, title, interest and authorities including accretions and appurtenances comprised in the Undertaking of SamAgro of whatsoever nature and wheresoever situated shall, under the provisions of Sections 230 to 232 of the Act and all other provisions of applicable law, if any, without any further act or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in SamFin as a going concern so as to become as and from the Appointed Date, the estate, assets, rights, claims, title, interest and authorities of SamFin.

(ii) In respect of such of the assets and properties of SamAgro, as are movable in nature or are otherwise capable of transfer by delivery of possession or by endorsement and delivery, the same may be so transferred by SamAgro, upon the coming into effect of the amalgamation process under the Scheme on the Appointed Date, and shall become the assets and property of SamFin with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act and all other provisions of applicable Law, if any, without requiring any deed or instrument of conveyance for transfer of the same.

(iii) In respect of such of the assets and properties belonging to SamAgro, including sundry debtors, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any governmental authority, quasi-government, local or other authority or body or with any company or other person the same shall, as more particularly provided in Paragraph 20 (i) above, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party, be transferred to and vested in and/or be deemed to be transferred to and vested in SamFin upon the amalgamation coming into effect from the Appointed Date, pursuant to the provisions of Sections 230 to 232 of the Act and all other provisions of applicable Law, if any.

(iv) All assets, rights, title, interest, investments and properties of SamAgro and any assets, right, title, interest, investments and properties acquired by SamAgro, up to the Appointed Date shall also, without any further act, instrument or deed, stand transferred to and vested in and be deemed to have been transferred to and vested in SamFin upon the coming into effect of this Scheme on the Appointed Date, pursuant to the provisions of Sections 230 to 232 of the Act, and all other provisions of applicable law, if any.

(v) All the consents licenses, permits, entitlements, quotas, approvals, permissions, registrations, incentives, tax deferrals, exemptions and benefits (including sales tax, GST and service tax), subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by SamAgro, and all rights and benefits that have accrued or which may accrue to SamAgro, whether on, before or after the Appointed Date, including income tax



For Samunnati Financial Intermediation & Services Private Limited
 Chennai
 S. Arun Kumar
 Company Secretary

For SAMUNNATI FINANCE PRIVATE LIMITED
 Director

For Samunnati Agro Solutions Pvt. Ltd.
 Deven Arbbasman
 Authorised Signatory

benefits and exemptions shall, under the provisions of Sections 230 to 232 of the Act and all other provisions of applicable Law, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in and/or be deemed to be transferred to and vested in and be available to SamFin so as to become the consents, licenses, permits, entitlements, quotas, approvals, permissions, registrations, incentives, tax deferrals, exemptions and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of SamFin and shall remain valid, effective and enforceable on the same terms and conditions.

- (vi) From the Appointed Date and till such time that the names of the bank accounts of SamAgro is replaced with that of SamFin, SamFin shall be entitled to operate the bank accounts of SamAgro, in its name, in so far as may be necessary.
- (vii) All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of SamAgro after the Appointed Date shall be accepted by the bankers of SamFin and credited to the account of SamFin, if presented by SamFin.

21. TRANSFER OF LIABILITIES AND ENCUMBRANCES

- (i) Upon the amalgamation coming into effect on the Appointed Date, all liabilities relating to and comprised in the Undertaking of SamAgro, including all secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations and undertakings of SamAgro, of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised for their business activities and operations, including SamAgro's obligations to indemnify, defend and hold harmless any party (hereinafter respectively referred to as the "SamAgro Liabilities"), shall, pursuant to the sanction of this Scheme by the Tribunal and under the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in SamFin, along with any charge, encumbrance, lien or security thereon, and the same shall be assumed by SamFin to the extent they are outstanding on the Appointed Date so as to become as and from the Appointed Date, the liabilities of SamFin on the same terms and conditions as were applicable to SamAgro, and SamFin shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such SamAgro Liabilities that have arisen in order to give effect to the provisions of this Paragraph 21.
- (ii) Upon the amalgamation coming into effect on the Appointed Date, all debts, liabilities, duties and obligations of SamAgro as on the Appointed Date, whether or not provided in the respective books of SamAgro, and all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to SamAgro, up to the Appointed Date, without any further act or deed, shall be deemed to be and shall become the debts, loans raised, duties, liabilities and obligations incurred by SamFin by virtue of this Scheme.
- (iii) With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature, description, whether or not provided for in the books of accounts and whether disclosed or undisclosed in the balance sheet of SamAgro, shall also, under the provisions of Sections 230 to 232 of the Act, without any further act or deed, be transferred to or be deemed to be transferred to SamFin so as to become as from the Appointed Date, the debts, liabilities, contingent liabilities, duties and obligations of SamFin and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen, in order to give effect to the



For Samunnati Financial Intermediation & Services Private Limited

S. Arun Kumar

For SAMUNNATI FINANCE PRIVATE LIMITED

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For Samunnati Agro Solutions Pvt. Ltd.

Aruno Subbaraman

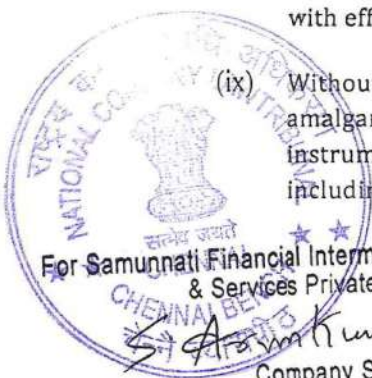
provisions of this sub-clause, except that consents may be required from such secured and/or unsecured creditors of SamAgro, wherever such consents are specifically required as per the terms of contract entered into by such secured and/or unsecured creditors with SamAgro, or on the directions of the Tribunal. SamFin may, at any time, after the coming into effect of this Scheme in accordance hereof, if so required, under any law, any contract or otherwise, execute deeds of confirmation in favour of the secured and/or unsecured creditors of SamAgro, as the case may be, or in favour of any other party to the contract or arrangement to which SamAgro is a party or any writing, as may be necessary, in order to give formal effect to the above provisions. SamFin shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of SamAgro, as the case may be, as well as to implement and carry out all such formalities and compliances referred to above.

- (iv) With effect from the Appointed Date, the security interest including mortgage, hypothecation, lien, pledge, if any, that were created and lying in favour of SamAgro, shall stand transferred in favour of SamFin without any further act or deed. Upon the Scheme coming into effect, SamFin shall become the successor-in-interest for all mortgage deeds executed by SamAgro, if any. The mortgage deeds registered by SamAgro would be serviced by SamFin as a successor-in-interest of SamAgro. Upon the Scheme coming into effect, SamFin shall be entitled to sue and recover the dues under the loan/mortgage documents.
- (v) The transfer and vesting of the Undertaking of SamAgro, as aforesaid shall be subject to the existing securities, charges and mortgages, if any subsisting, over or in respect of the property and assets or any part thereof of SamAgro.

Provided further that the securities, charges and mortgages (if any subsisting) over and in respect of the assets or any part thereof of SamFin shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charges and mortgages shall not extend or be deemed to extend, to any of the assets of SamAgro vested in SamFin.

- (vi) Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by SamAgro which shall vest in SamFin by virtue of the amalgamation of SamAgro with SamFin and SamFin shall not be obliged to create any further or additional security therefore, after the amalgamation has become operative.
- (vii) Loans or other obligations, if any, due between or amongst SamAgro and SamFin, shall stand discharged and there shall be no liability in that behalf. In so far as any shares, securities, debentures or notes issued by SamAgro in favour of SamFin, and held by SamFin, at any time prior to the Appointed Date, shall stand cancelled as on the Appointed Date, and shall have no effect and SamAgro or SamFin, shall have no further obligation outstanding in that behalf.
- (viii) Where any such debts, loans raised, liabilities, duties and obligations of SamAgro, as on the Appointed Date, have been discharged or satisfied by SamAgro, prior to the Appointed Date, such discharge or satisfaction shall be deemed to be for and on account of SamFin with effect from the Appointed Date.

- (ix) Without prejudice to the foregoing provisions and upon the effectiveness of the amalgamation on the Appointed Date, SamAgro and SamFin shall execute any instrument/s and/or document/s and/or do all the acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the



For Samunnati Financial Intermediation
& Services Private Limited
Company Secretary

For SAMUNNATI FINANCE PRIVATE LIMITED

Director

For Samunnati Agro Solutions Private Limited

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respective Registrar of Companies to give formal effect to the above provisions, if required.

- (x) Upon the amalgamation coming into effect on the Appointed Date, SamFin alone shall be liable to perform all obligations in respect of the SamAgro Liabilities which have been transferred to it in terms of this Scheme.
- (xi) It is expressly provided that, save as mentioned in this Paragraph 21, no other term or condition of SamAgro Liabilities transferred to SamFin as part of the Scheme is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.
- (xii) Subject to the necessary consents being obtained, if required, in accordance with the terms of this Scheme, the provisions of this Paragraph 21 shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document, all of which instruments, deeds or writings shall stand modified and/or superseded by the foregoing provisions.

22. EMPLOYEES

Upon the amalgamation coming into effect on the Appointed Date:

- (i) All SamAgro Employees shall become the permanent employees of SamFin, and, subject to the provisions hereof, on terms and conditions not less favourable than those on which they are engaged by SamAgro, and without any interruption of, or break in service as a result of the transfer of the Undertaking of SamAgro. SamFin agrees that for the purpose of payment of any compensation, gratuity and other terminal benefits, the past services of the SamAgro Employees and such benefits to which the SamAgro Employees are entitled in SamAgro shall also be taken into account, and SamFin agrees and undertakes to pay the same as and when payable.
- (ii) SamFin undertakes to continue to abide by any agreement/settlement, if any, entered into or deemed to have been entered into by SamAgro with any of their respective employees or trade unions.
- (iii) Insofar as the provident fund, gratuity fund, trusts, retirement fund or benefits and any other funds or benefits created by SamAgro for the SamAgro Employees or to which SamAgro is contributing for the benefit of the SamAgro Employees, and other such funds, trusts, the benefits of which the SamAgro Employees enjoy (the "Employee Benefit Funds"), all the contributions made to such Employee Benefit Funds and the investments made by the Employee Benefit Funds shall be transferred to SamFin and shall be held for the benefit of the concerned SamAgro Employees. In the event SamFin has its own funds in respect of any of the Employee Benefit Funds, such contributions and investments in the Employee Benefit Funds shall, subject to the necessary approvals and permissions and at the discretion of SamFin, be transferred to the relevant funds of SamFin and shall be held for the benefit of the concerned SamAgro Employees. In the event that SamFin does not have its own funds in respect of any of the above or if deemed appropriate by SamFin and SamAgro may, subject to necessary approvals and permissions, maintain the existing funds separately and contribute thereto until such time that SamFin creates its own funds, at which time the Employee Benefit Funds and the investments and contributions pertaining to the SamAgro Employees shall be transferred to the funds created by SamFin.

- (iv) In relation to those SamAgro Employees for whom SamAgro is making contributions to the government provident fund, SamFin shall stand substituted for SamAgro, for all purposes whatsoever, including relating to the obligation to make contributions to the said



For Samunnati Financial Intermediation & Services Private Limited
S. Arun Kumar
 Company Secretary

For SAMUNNATI FINANCE PRIVATE LIMITED
[Signature]
 Director

For Samunnati Agro Solutions Pvt. Ltd.
[Signature]
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fund in accordance with the provisions of such fund, bye laws, etc. in respect of such SamAgro Employees.

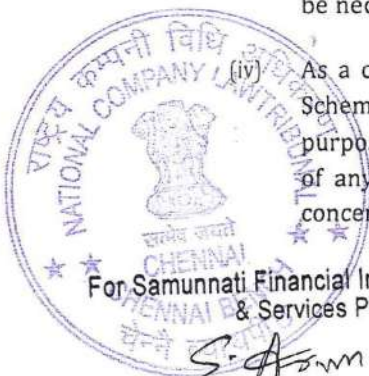
23. LEGAL PROCEEDINGS

- (i) On and from the Appointed Date, all suits, actions, claims and legal proceedings by or against SamAgro, pending and/or arising on or before the Appointed Date shall be continued and/or enforced as desired by SamFin and on and from the Appointed Date, shall be continued and/or enforced by or against SamFin as effectually and in the same manner and to the same extent as if the same had been originally instituted and/or pending and/or arising by or against SamFin.
- (ii) It is clarified that any amounts received by SamAgro, on account of any proceedings, including proceedings under various tax laws, shall be deemed to have been received on behalf of SamFin upon the amalgamation becoming effective from the Appointed Date.

24. CONTRACTS, DEEDS, ETC.

- (i) Upon the amalgamation process under the Scheme coming into effect on the Appointed Date and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature, to which SamAgro is a party or to the benefit of which SamAgro may be eligible, and which are subsisting or have effect immediately before the Appointed Date, shall continue in full force and effect against or in favour, as the case may be, of SamFin and may be enforced as fully and effectually as if, instead of SamAgro, SamFin had been a party or beneficiary or obligee thereto.
- (ii) Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Undertaking of SamAgro occurs by virtue of this Scheme itself, SamFin may, at any time after the amalgamation process under the Scheme coming into effect on the Appointed Date in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which SamAgro is a party or any writings as may be necessary in order to give formal effect to the above provisions. SamFin shall, under the provisions of Part 3 of this Scheme, be deemed to be authorised to execute any such writings on behalf of SamAgro, and to carry out or perform all such formalities or compliances referred to above on the part of SamAgro to be carried out or performed.
- (iii) For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the amalgamation coming into effect on the Appointed Date, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of SamAgro in relation to the Undertaking of SamAgro, shall stand transferred to SamFin as if the same were originally given by, issued to or executed in favour of SamFin, and SamFin shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to SamFin. SamFin shall make applications to any governmental authority as may be necessary in this behalf.

- (iv) As a consequence of the amalgamation of SamAgro with SamFin in accordance with this Scheme, the recording of change in name from SamAgro to SamFin, whether for the purposes of any licence, permit, approval or any other reason, or whether for the purposes of any transfer, registration, mutation or any other reason, shall be carried out by the concerned statutory or regulatory or any other authority without the requirement of



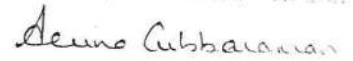
For Samunnati Financial Intermediation
& Services Private Limited

S. Anand Kumar
Company Secretary

For SAMUNNATI FINANCE PRIVATE LIMITED


Director

For Samunnati Agro Solutions Pvt. Ltd.


Authorised Signator

payment of any transfer or registration fee or any other charge or imposition whatsoever.

- (v) For the removal of doubts, it is expressly made clear that the dissolution of SamAgro without the process of winding up as contemplated hereinafter, shall not, except to the extent set out in the Scheme, affect the previous operation of any contract, agreement, deed or any instrument or beneficial interest to which SamAgro is a party thereto and shall not affect any right, privilege, obligations or liability, acquired, or deemed to be acquired prior to the Appointed Date and all such references in such agreements, contracts and instruments to SamAgro shall be construed as reference only to SamFin with effect from the Appointed Date.

25. CONDUCT OF BUSINESS UP TO THE APPOINTED DATE

- (i) Up to and including the Appointed Date:
- (a) SamAgro shall preserve and carry on its business and activities with reasonable diligence and business prudence and it may undertake any additional financial commitments or investments of any nature whatsoever, borrow any amounts and incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for itself or on behalf of its group companies or any third party or sell, transfer, alienate, charge, mortgage or encumber or deal with the Undertaking of SamAgro, or any part thereof, in the ordinary course of its business.
- (b) Without prejudice to the generality of Paragraph 25 (i)(a) above, SamFin may make any change in its capital structure, whether by way of increase, decrease, reduction, reclassification, sub-division or consolidation, re-organisation, or in any other manner (including but not limited to pursuant to the Stock Option Plan (*as defined hereinafter*) of SamFin or the conversion of the convertible securities issued by SamFin.

26. SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of this Scheme, the transfer and vesting of the Undertaking of SamAgro, in the manner set out in Part 3 of this Scheme shall not affect any transactions or proceedings already concluded by SamAgro on or before the Appointed Date, to the end and intent that SamFin accepts and adopts all acts, deeds and things made, done and executed by SamAgro, as acts, deeds and things made, done and executed by or on behalf of SamFin in accordance with this Scheme.

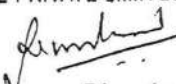
27. CONSIDERATION

- (i) Upon the effectiveness of the Scheme on the Effective Date, the Undertaking of SamAgro shall be transferred to and vested in SamFin in terms of the Scheme, without any further application, act, instrument or deed other than as required under applicable Law, for nil consideration, as the effect of the amalgamation is for SamFin to completely absorb SamAgro i.e. a wholly-owned subsidiary of SamFin.

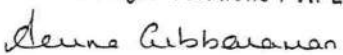
- (ii) The entire share capital of SamAgro is held by SamFin and its nominees, i.e. SamAgro is a wholly-owned subsidiary of SamFin. Upon the Scheme coming into effect, all the shares of SamAgro held by SamFin (either directly or through nominees) shall stand cancelled without any further application, act or deed. It is clarified that no new shares shall be issued or payment shall be made in cash whatsoever by SamFin in lieu of cancellation of such shares of SamAgro.



For SAMUNNATI FINANCE PRIVATE LIMITED


Director

For Samunnati Agro Solutions Pvt. Ltd.



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28. DISSOLUTION OF SAMAGRO

On the amalgamation process under the Scheme coming into effect on the Effective Date, SamAgro shall stand dissolved without winding-up, and the Board of Directors and any committees thereof of SamAgro shall without any further act, instrument or deed be and stand dissolved.

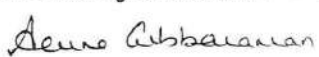
29. ACCOUNTING TREATMENT

- (i) All the assets, including but not limited to the fixed assets, intangibles and any other assets of SamAgro, subject to paragraph 29(iv) below, shall be recorded in the books by SamFin at its respective book values as at the close of the business as on the day immediately preceding the Appointed Date.
- (ii) All the reserves, liabilities of SamAgro subject to paragraph 29(iv) below, shall be recorded in the books by SamFin at its respective book values as at the close of the business as on the day immediately preceding the Appointed Date.
- (iii) The carrying amount of investments in the shares of SamAgro to the extent held by SamFin and its nominees shall stand cancelled in the books of SamFin, without any further act or deed.
- (iv) The amount of any inter-company balances, amounts between SamAgro and SamFin, appearing in the books of account of SamFin and SamAgro shall stand cancelled without any further act or deed, upon the Scheme coming into effect.
- (v) The surplus/ deficit arising out of the value of assets as recorded in paragraph 29(i) above over the value of reserves and liabilities as recorded in paragraph 29(ii) above and after making adjustments as mentioned in paragraphs 29(iii) and 29(iv) will be adjusted in accordance with the "Pooling of Interest method" as prescribed under Appendix C of Ind AS 103 "Business Combinations" prescribed under the Act.
- (vi) In case of any differences in accounting policies between SamFin and SamAgro, the accounting policies followed by SamFin shall prevail to ensure that the financial statements reflect the financial position on the basis of consistent accounting policies.
- (vii) The amalgamation of SamAgro with SamFin pursuant to and in accordance with this Scheme, shall take place with effect from the Appointed Date and shall be in accordance with Section 2(1B) of the Income tax Act, 1961. This Scheme has been drawn up to comply with the conditions relating to "amalgamation" as specified under Section 2(1B) of the Income-tax Act, 1961. At a later date, if any term or provision of the Scheme is found or interpreted to be inconsistent with any provision thereof, including resulting from an amendment of law or for any reason whatsoever, the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income-tax Act, 1961. Such modification will however not affect other parts of the Scheme.



For SAMUNNATI FINANCE PRIVATE LIMITED

Director

For Samunnati Agro Solutions Private Limited

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PART 5 – GENERAL CLAUSES, TERMS AND CONDITIONS

30. APPLICATION TO TRIBUNAL

SamFin, New SamFin and SamAgro shall with all reasonable dispatch make all necessary applications under Sections 230 to 232 of the Act and other applicable provisions of the Act to the Tribunal for seeking approval of the Scheme.

31. MODIFICATION OR AMENDMENTS TO THE SCHEME

- (i) SamFin, New SamFin and SamAgro, by their respective Boards of Directors or any persons or Committees of persons authorized by them, may assent to any modifications/amendments to the Scheme or to any conditions or limitations that the Tribunal and/or any other authority may deem fit to direct or impose, or make such modifications/amendments which may otherwise be considered necessary, desirable or appropriate by them in their sole discretion (i.e. the Board of Directors).
- (ii) SamFin, New SamFin, and SamAgro, by their respective Board of Directors, or any such persons or Committees of persons as authorized by the Board of Directors, be and are hereby authorised to take all such steps as may be necessary, desirable or proper for the purposes of implementing the Scheme and to resolve any doubts, difficulties or questions regarding the implementation of this Scheme or otherwise arising under this Scheme, whether by reason of any directive or orders of any other authorities or otherwise, howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

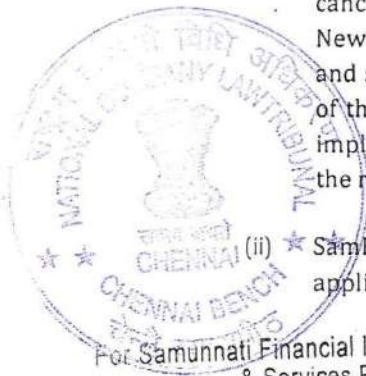
32. CONDITIONALITY OF THE SCHEME

- (i) This Scheme is and shall be conditional upon and subject to -
- (a) the sanctioning of this Scheme by the Tribunal, whether with any modifications or amendments as the Tribunal may deem fit; and
- (b) the filing of the certified copies of the order sanctioning the Scheme with the Registrar of Companies by SamFin, New SamFin and SamAgro; and
- (c) the receipt of the Final NBFC Licence from the RBI by New SamFin;
- (d) receiving the consent of the shareholders and creditors of SamFin, New SamFin and SamAgro; and
- (e) discharge of Slump Sale Consideration by New SamFin in favour of SamFin.

33. REVOCATION OF THE SCHEME

- (i) The Board of Directors of SamFin, New SamFin, SamAgro shall be entitled to revoke, cancel and declare the Scheme of no effect if such Boards of Directors of SamFin and/or New SamFin and/or SamAgro are of the view that the coming into effect of amalgamation and slump sale on the Appointed Date, in terms of the provisions of this Scheme or filing of the drawn up/certified/authenticated orders with any authority could have adverse implication on all/any of the Companies or in case any condition or alteration imposed by the relevant adjudicating body or any other authority is not on terms acceptable to them.

- (ii) SamFin, New SamFin or SamAgro may, at any time prior to the Appointed Date, make an application to the Tribunal for withdrawing the Scheme if SamFin, New SamFin and/or



For Samunnati Financial Intermediation & Services Private Limited

S. Arunkumar
Company Secretary

For SAMUNNATI FINANCE PRIVATE LIMITED

[Signature]
Director

For Samunnati Agro Solutions Pvt. Ltd.

Aruno Arubaraman
Authorised Signatory

SamAgro is of the view that the coming into effect of the amalgamation and slump sale on the Appointed Date in terms of the provisions of this Scheme could have adverse implication on any of the Companies.

34. AMENDMENT TO THE MEMORANDUM OF ASSOCIATION OF SAMFIN

(i) Upon coming into effect of this Scheme on the Appointed Date, the Memorandum of Association of SamFin shall stand altered, modified and amended in the following manner:

(a) The existing clause 3(a) shall stand deleted with effect from the Appointed Date and following clause shall be replaced in place of the aforesaid deleted clause with effect from the Appointed Date:

i. *"To carry on the business of i) wholesale trading of all types of agri-inputs and commodities including food grains, fruits, vegetables, herbs, flowers, fluids, condensed milk and powdered milk, cream, cheese, butter, cash crops and provision of inputs of all kinds, including corn, hay and straw, seeds and to buy, sell and trade in any goods usually traded in any of the above business or any other business including staple foods and medicinal preparations from vegetable and animal products or any substitute for any of them (ii) horticulture, floriculture, apiculture, and cultivation of vegetables, mushrooms; (iii) development and production of seeds and planting material; (iv) animal husbandry, dairy, pisciculture, aquaculture; sericulture, (v) services related to agro and allied sectors (vi) plantation business for tea, coffee, rubber, cardamom, palm oil and olive oil (vii) millers, grinders, rollers, processors, cold storers, canners, preservers and other such items as may be permissible by law and at all times in compliance with applicable law;*

ii. *To carry on business of establishing, organizing, managing, promoting, providing, operating, conducting and developing the business of Consultants, providing Quality Certifications, Training agencies, back end services in India or elsewhere on all matters relating to the dairy, milk food and milk processing sectors and carry on, engage in and undertake dairy animal management, breeding, manufacture or arrange feed for animals, distribution/packaging/processing/ sales of dairy products and its ingredients, setting up cold storage and distribution facilities to ensure storage and distribution of the same and all other business, activities or measures to improve the efficiency of supply chains by linking a network of supply chain entities and attain higher scale of operations and to design, develop, process, render technical know-how, information and services concerning agricultural production, processing, distribution, packaging, marketing, warehousing, Quality Certifications, other related services and to improve the productivity of agricultural and allied sectors including livestock and to arrange, own, acquire or retain necessary resources and infrastructure for executing the foregoing activities and services;*

iii. *To provide services i) in the nature of distribution channels, delivery lines and network for entities and all ancillary business, financial or otherwise including agency for spot, future and commodity trading, mutual fund instruments, remittance facilities, insurance brokers and/ or soliciting or procuring insurance business as Corporate Agent, stockists for stock, funds, shares, debentures, debenture stock, bonds, obligations, securities and investments of all kinds, distributors, commission agents or premises funders, buying, selling and dealing in gold bullion and commodities of any kind whatsoever as may be permitted by law including but not limited to insurance, trading, stocking, broking, investment, distributors, commission, agents for companies ii) other support services and/or consultants, advisers and researchers in any agricultural process and logistics including on inputs,*



For Samunnati Financial Intermediation
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CHENNAI
Company Secretary

For SAMUNNATI FINANCE PRIVATE LIMITED
Director

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cultivation, storage, transport, marketing and branding, and obtain membership of exchanges (spot and derivative) or terminal markets (public or private) or set up brokerages for the same, and undertake all activities relating to the foregoing at all times in compliance with and to the extent permitted under applicable law."

37. COSTS, CHARGES & EXPENSES

(i) All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto shall be borne by SamFin.

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For Samunnati Financial Intermediation & Services Private Limited

S. Anand Kumar
Company Secretary

For SAMUNNATI FINANCE PRIVATE LIMITED

[Signature]
Director

For Samunnati Agro Solutions Pvt. Ltd.

[Signature]
Authorised Signatory

