

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
CHENNAI BENCH
COMPANY APPLICATION NO. CA(CAA)/72(CHE)2022
IN THE MATTER OF THE COMPANIES ACT, 2013
AND
IN THE MATTER OF SECTIONS 230 TO 232 AND OTHER APPLICABLE
PROVISIONS OF THE COMPANIES ACT, 2013
AND
IN THE MATTER OF SCHEME OF AMALGAMATION
OF TRIL INFOPARK LIMITED (“TRANSFEROR COMPANY”)
WITH
INFOPARK PROPERTIES LIMITED (“TRANSFeree COMPANY”)
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

TRIL INFOPARK LIMITED

(CIN: U45200TN2008PLC066931)

Ramanujan IT City, Rajiv Gandhi Salai (OMR),

Taramani, Chennai – 600113, Tamil Nadu

.....Applicant / Transferor Company

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THE MEETING OF THE UNSECURED CREDITORS

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Dated 20th January, 2023

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
CHENNAI BENCH
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(CIN: U45200TN2008PLC066931)

Ramanujan IT City, Rajiv Gandhi Salai (OMR),

Taramani, Chennai – 600113, Tamil Nadu

.....Applicant / Transferor Company

REPORT OF RESULT OF MEETING BY THE CHAIRMAN

I, **Mr. V. Nallasenapathy**, the person appointed by this Hon'ble National Company Law Tribunal, Division Bench – II, Chennai Bench by its Order dated 09.12.2022, to act as Chairman of the meeting of the unsecured creditors of **M/s. TRIL Infopark Limited, Applicant / Transferor Company** (hereinafter to be referred as the “Company”) in **COMPANY APPLICATION NO. CA(CAA)/72(CHE)2022**, had summoned the convening of the meeting of the Unsecured Creditors, by issuing notices along with all requisite documents which were sent to the unsecured creditors by registered post on 17-12-2022, and a Public Notice of the meeting were duly published by way of newspaper advertisement made on 16-12-2022 in “Business Standard” (English) and “Makkal Kural” (Tamil -Vernacular Language) newspapers.



The Meeting was held on Wednesday, 18th day of January, 2023 at 11.00 A.M. at Registered office of the Company situated at Ramanujan IT City, Rajiv Gandhi Salai (OMR), Taramani, Chennai – 600113, Tamil Nadu and I do hereby report to this Hon'ble Tribunal as follows:

1. The said meeting was called to order at 11.00 A.M and 22 (Twenty-two) unsecured creditors were present. Since the requisite quorum of 72 Unsecured Creditors, as per order passed by the Hon'ble National Company Law Tribunal, Division Bench – II, Chennai Bench vide its Order dated 09.12.2022, were not present, the meeting was then adjourned to 11.30 A.M in compliance of the above referred order.
2. The meeting, then resumed at 11.30 A.M with **39 (Thirty-nine)** unsecured creditors having outstanding balance of **Rs. 22,83,09,722 /-** [Rupees Twenty-two Crore Eighty-three Lakhs Nine Thousand Seven Hundred and Twenty-two only] as on 31st August, 2022 were present at the adjourned meeting either in person or by proxy and **constituted the quorum for the meeting.**
3. The meeting was attended by **39 (Thirty-nine) unsecured creditors** personally / through their Authorized Representative / by proxy aggregating outstanding balance of Rs. 22,83,09,722 /- [Rupees Twenty-two Crore Eighty-three Lakhs Nine Thousand Seven Hundred and Twenty-two only] representing 10.06 % of the total value of 2,26,84,96,865 /- [Rupees Two Hundred and Twenty-six Crores Eighty-four Lakhs Ninety-six Thousand Eight Hundred and Sixty-five only] of Unsecured Creditors of the Applicant Company as on 31st August, 2022. The unsecured creditors present in the meeting constitute 22,83,09,722 [Twenty-two Crore Eighty-three Lakhs Nine Thousand Seven Hundred and Twenty-two] votes totally, based on the understanding that for every Re.1 (Rupee One) outstanding to the Unsecured Creditor, the Unsecured Creditor would be holding 1 (One) Vote in the said meeting.
4. I read out and explained the key highlights of the Scheme and its rationale to the unsecured creditors. No further queries or clarifications were sought for by the unsecured creditors. The Scheme of Amalgamation was then put to vote by poll by way of Ballot and the Summary of Poll results by way of Ballot is as follows:



Net Votes cast by the Unsecured Creditors (USC)

Particulars	No. of USC Voted	No. of Votes cast by USC As per Value of Debt
Total Votes Casted and their total value	39	39 (Rs. 22,83,09,722 /-)
"Less Invalid Votes Cast"	0	0
"Abstained" Cases	0	0
Net Valid Votes Casted and their total value	39	39 (Rs. 22,83,09,722 /-)

Votes cast by Unsecured Creditors in favour of the Resolution:

No. of Unsecured Creditors Voted	Value of Votes	Percentage
39	Rs. 22,83,09,722 /-	100%

Votes cast by Unsecured Creditors against the Resolution:

No. of Unsecured Creditors Voted	Value of Votes	Percentage
NIL	NIL	-

5. In the poll conducted at the venue of the meeting by means of ballot paper, 39 (Thirty-nine) Unsecured Creditors of the Applicant Company holding together a total number of 22,83,09,722 [Twenty-two Crore Eighty-three Lakhs Nine Thousand Seven Hundred and Twenty-two] Votes in the meeting of the said Applicant Company, aggregating to the total value of Rs. 22,83,09,722 /- [Rupees Twenty-two Crore Eighty-three Lakhs Nine Thousand Seven Hundred and Twenty-two only] participated and voted at the meeting, representing 10.06 % of the total value of the Unsecured Creditors of the Applicant Company.
6. **All the votes cast by the 39 (Thirty-nine) Unsecured Creditors** of the Applicant Company holding together a total number of 22,83,09,722 [Twenty-two Crore Eighty-three Lakhs Nine Thousand Seven Hundred and Twenty-two] Votes in the meeting of the Applicant Company, aggregating to the total value of Rs. 22,83,09,722 /- [Rupees Twenty-two Crore Eighty-three Lakhs Nine Thousand Seven Hundred and Twenty-two only], representing 10.06 %



of the total value of the Unsecured Creditors of the said Applicant Company **were in favour of the said resolution**. There was no unsecured creditor who voted against the said resolution and there was no invalid vote. Further, 17 Unsecured Creditors constituting 0.009% of the total value of the Unsecured Creditors of the said Applicant Company, who did not had any proper Authorization or Board Resolution were not allowed to participate in the Voting process.

7. In essence, all the Unsecured Creditors who attended the meeting in person or by proxy voted in favour of the said Scheme and the resolution presented at the meeting was approved unanimously.
8. The Scrutinizer's Report along with Ballot Papers and Attendance Slips is provided as **Annexure 1**. The approved Scheme of Amalgamation is annexed as **Annexure 2**.

Dated 20th January, 2023



**CHAIRMAN OF THE MEETING
OF THE UNSECURED CREDITORS**

MOHAMMED UMAR K
ADVOCATE
Mobile : +91 70101 89754
Email : umarbukhari12@gmail.com

Office: **Annexure - 1**
Plot No. 12, Flat No. S1, Second Floor,
Thirunavukarasu Street, Perambur,
Chennai - 600 011. **5**

BY EMAIL / HAND DELIVERY

19.01.2023

To

Mr. V. Nallasenepathy

Chairperson of
Meeting of Unsecured Creditors of
M/s. TRIL Infopark Limited

Sub: Submission of Scrutinizer's Report on the result of the Meeting of the Unsecured Creditors of the Transferor Company M/s. TRIL Infopark Limited, Chennai.

Respected Sir,

In pursuance of my appointment as Scrutinizer by the Hon'ble National Company Law Tribunal, Division Bench - II, Chennai Bench by Order dated 09.12.2022, I have duly executed my duties by way of monitoring and scrutinizing the voting process through Ballot Voting, during the meeting of the Unsecured Creditors of M/s. TRIL Infopark Limited held on Wednesday, 18th day of January, 2023 at 11.00 A.M. which was then adjourned to 11.30 AM for want of quorum at Registered office of the Company situated at Ramanujan IT City, Rajiv Gandhi Salai (OMR), Taramani, Chennai - 600113, Tamil Nadu, India.

I am herewith submitting my Report ("Scrutinizer's Report"), on the result of the Voting by the Unsecured Creditors, called for in respect of the Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company") and their respective Shareholders and Creditors.

Kindly acknowledge receipt of this Scrutinizer's Report along with Annexures.

**Thanking you,
Yours Sincerely**



**Mohammed Umar K
Advocate / Scrutinizer**

Encl:

- (1) Scrutinizer's Report dated 19.01.2023.
- (2) Annexures:
 - (a) Detailed List of Voting of the Unsecured Creditors during the Meeting held on 18.01.23.
 - (b) Copy of the Ballot Papers of the Voters List as per the Report
 - (c) Copy of the Attendance Slips and Proxy Forms of the Voters List as per the Report.

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REPORT OF THE SCRUTINIZER

1. The Hon'ble National Company Law Tribunal, Division Bench – II, Chennai Bench, appointed the undersigned, Mohammed Umar K, as the Scrutinizer by an Order dated 09.12.2022 passed in Company Application No. CA(CAA)/72(CHE)2022 filed under Secs.230 to 232 of the Companies Act 2013 in the matter of a Scheme of Merger by Absorption (hereinafter referred to as "Scheme").
2. The Hon'ble National Company Law Tribunal, Division Bench – II, Chennai Bench, directed that the Meeting of the Unsecured Creditors of the Transferor Company M/s. TRIL Infopark Limited to be held on 18.01.2023 at 11.00 A.M. and if the quorum fixed for the meeting not being present then, the meeting shall stand adjourned by 30 minutes and thereafter, the meeting shall be convened at the Registered Office of the Transferor Company or through Video Conferencing.
3. The Hon'ble National Company Law Tribunal, Division Bench – II, Chennai Bench, directed that the Voting on the proposed Scheme of Merger by Absorption of M/s. TRIL Infopark Limited ("Transferor Company") with M/s. Infopark Properties Limited ("Transferee Company") and their respective Shareholders and Creditors., shall be allowed by voting in person.
4. My appointment as Scrutinizer is in respect of monitoring and scrutinizing the Voting Process undertaken through Ballot Voting at the Meeting of the Unsecured Creditors of M/s. TRIL Infopark Limited (Transferor Company) on 18th day of January, 2023 at 11.00 A.M. and of reporting the results of the Voting to the Learned Chairperson appointed by the Hon'ble NCLT, Chennai Bench.
5. On 18.01.2023, in the presence of the Learned Chairperson, the Meeting of the Unsecured Trade Creditors commenced at about 11.00 AM and the Quorum present was 22 persons. Since the requisite quorum was not present as per the Order of the Hon'ble Tribunal, the Learned Chairperson adjourned the Meeting to 11.30 A.M.
6. Accordingly, the Adjourned Meeting of Unsecured Creditors of M/s. TRIL Infopark Limited (Transferor Company) was resumed at 11.30 AM and the Quorum present was 39 Unsecured Creditors of M/s. TRIL Infopark Limited either in person or by proxy. As per Clause (iii) of Para No. 12 of the above Order, the Chairperson proceeded with the Adjourned Meeting at 11.30 AM with 39 Unsecured Creditors of M/s. TRIL Infopark Limited as the requisite quorum.

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7. A brief information on the Scheme of Merger by Absorption was shared with the participating Unsecured Creditors of M/s. TRIL Infopark Limited and in particular, the intent of the Meeting and the procedure adopted for the process of Ballot Voting. The participants cast their ballot in the line of their seating arrangements. The entire Ballot Voting process came to be concluded at about 12.15 hours.
8. There were 39 participants in total for the Voting process, including valid Proxies, meeting the required quorum. The Attendance Slips and the Proxy Forms were duly collected at the time of the Meeting and are maintained separately for records and for hand over to the Learned Chairperson. It is pertinent to point out that 17 persons who attended the Meeting without any proper Authorization or Board Resolution were not allowed, to participate in the Voting process.
9. The List of the 39 Unsecured Creditors of M/s. TRIL Infopark Limited with their respective details, as validated with the Company records, are provided in the tabulation as attached to this report as **Annexure – A**.
10. The role of the Undersigned as the Scrutinizer is to ensure that the voting process by use of Ballot at the Unsecured Creditors Meeting, is conducted in a fair and transparent manner and render a Report of the total number of Votes cast in favour or against, if any, to the Ld. Chairperson.
11. The Undersigned has duly counted the Votes cast in the Ballot Papers by the 39 Unsecured Creditors M/s. TRIL Infopark Limited and has maintained the original Ballot papers in safe custody, for hand over to the Learned Chairperson along with the Scrutinizer's Report and its Annexures.
12. The Undersigned furnishes hereunder, the details of the votes casted by way of Ballot Voting with respect to the Special Resolution mentioned hereunder and proposed for the purpose of Voting by the Unsecured Creditors M/s. TRIL Infopark Limited ("Transferor Company").

REPORT ON THE RESULTS OF BALLOT VOTING BY UNSECURED CREDITORS OF M/S. TRIL INFOPARK LIMITED ("TRANSFEROR COMPANY"):

RESOLUTION — To approve the Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company") and their respective Shareholders and Creditors under Sections 230, 232 and 66 of the Companies Act, 2013, and other applicable provisions, if any.

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Net Votes cast by the Unsecured Creditors (USC)

Particulars	No. of USC Voted	No. of Votes cast by USC As per Value of Debt
Total Votes Casted	39	39
"Less Invalid Votes Cast"	0	0
"Abstained" Cases	0	0
Net Valid Votes Casted	39	39

Votes cast by Unsecured Creditors in favour of the Resolution:

No. of Unsecured Voted	Number of Votes	Percentage
39	39	100%

Votes cast by Unsecured Creditors against the Resolution:

No. of Unsecured Creditors Voted	Number of Votes	Percentage
NIL	NIL	-

CONCLUSION:

The Undersigned hereby submits this Scrutinizer Report, reporting the results of the Ballot Voting conducted during the meeting of the Unsecured Creditors of the Transferor Company M/s. TRIL Infopark Limited held on Wednesday, 18th day of January, 2023 at 11.00 A.M. at Registered office of the Company situated at Ramanujan IT City, Rajiv Gandhi Salai (OMR), Taramani, Chennai – 600113, Tamil Nadu India, as follows:

- The Voting results reveal that the Resolution in respect of the Scheme of Amalgamation has been voted in favour / approved unanimously (100%), without recommending any modifications, by the Unsecured Creditors of the Transferor Company M/s. TRIL Infopark Limited, who were present at the Meeting.
- The copies of the Ballot Papers as well as the Attendance Slips / Proxy Forms for all the 39 Unsecured Creditors are annexed with the Scrutinizer's Report for submission to the Learned Chairperson.
- The Original Ballot Papers as well as the Original Attendance Slips / Proxy Forms for all the 39 Unsecured Creditors are handed over to the Learned Chairperson for safe custody.


MOHAMMED UMAR K
Scrutinizer

Place : Chennai.
Date : 19.01.2023.

Annexure (a)

Sl. no.	Sl.no as per CA Certificate	Name of the Unsecured Creditor	PAN	Address	Amt in Rs. As on 31.08.2022	% of Balance	Voting %	Proxy (Y/N)
1	2	TATA REALITY AND INFRASTRUCTURE LIMITED	AACCT6242L	E BLOCK, VOLTAS PREMISES, T.B.KADAM MARG, CHICHPOKLI, MUMBAI - 33	82,87,373	0.365	3.63	NO
2	8	STANWORTH MANAGEMENT PRIVATE LIMITED	AATCS5459H	NEW NO.02 OLD NO.42 LUZ AVENUE, 4TH CROSS STREET, MYLAPORE, CHENNAI 600004	5,25,740	0.023	0.23	NO
3	13	SIMPLE SOLUTIONS	AHZPD0837C	50/4, APPARSAMY KOIL STREET, THIRUVOTTIYUR, CHENNAI 6000019	2,79,160	0.012	0.12	NO
4	16	TESPRO SYSTEM	BJPPS2371K	# A/215VM BALAKRISHNAN STREET ASHOK NAGAR, CHENNAI 600083	2,05,535	0.009	0.09	NO
5	24	SR AGRO	AHAPS4307D	NO.14 REDDY STREET VIRUGAMBAKKAM, CHENNAI 600098	1,57,880	0.007	0.07	NO

6	33	BALAJI FOODS	AAJFB1574F	NO.3/129,JAYALAK SHMI NAGAR MOULIVAKKAM PORUR, CHENNAI 600116	1,04,552	0.005	0.05	NO
7	1	CBRE SOUTH ASIA PVT. LTD	AAACC9308A	MGR NAGAR, PERUNGUDI, KANDANCHAVDI, CHENNAI 600096	83,34,593	0.367	3.65	NO
8	46	SHREE MAHALAKSHMI STORES	ADXFS2578K	97/46 TSV KOVIL STREET MYLAPORE, CHENNAI 600004	64,080	0.003	0.03	YES
9	51	RR TRANSPORT	BZBPS8434D	NO.38, PETERS ROAD ROYAPETTAH, CHENNAI 600014	57,184	0.003	0.03	NO
10	53	JAMES SEA FOODS	ASTPJ5421H	KASIMEDU, CHENNAI 600013	54,146	0.002	0.02	YES
11	54	GK FLORAL AGENCY AND CONSULTANT	AMSPG2220L	THE GRAND TULIPS FLOWER SHOP NO. 1 THANGAVELU THIRUMALAI ROAD T NAGAR CHENNAI 600017	53,060	0.002	0.02	YES
12	57	UNIQUE HOTEL NEEDS	ABMPH1411P	1 VELAYUTHA PANDIAN LANE OLD WASHERMENPET, CHENNAI 600021	51,274	0.002	0.02	YES

13	67	AKN PRINTERS	AALPI6184N	47, (OLD NO. 21/2), VADAMALAI PERAMBUR BARRACKS ROAD PURSAWALKAM CHENNAI 600007	46,020	0.002	0.02	YES
14	116	SIVA KUMAR FLOWER DECORATORS	JBYP33904P	34, NOOR VEERASWAMY STREET NUNGAMBAKKAM CHENNAI 600034	17,330	0.001	0.01	YES
15	119	PADMASRI CHEMICALS	ADBPV8894M	#5/253, M.M.D.A COLONY JJ NAGAR WEST, CHENNAI 600037	17,089	0.001	0.01	NO
16	127	V.M. ENTERPRISES	AIHPG1317P	OLD NO. 117A, NEW NO. 18A GILL NAGAR EXTN CHOOCLAIMEDU CHENNAI 600094	14,455	0.001	0.01	YES
17	130	ADINATH LIGHTING SOLUTION	ADQPR7379L	NO:09, NEWNO:12,AYYA MUDALI STOWCARPET, CHENNAI 600079	13,951	0.001	0.01	YES
18	141	ARAHAM MARBLES AND GRANITES	AOOPB1949R	NEW NO. 36 OLD NO. 41 KUPPU MUTHU STREET TRIPLICANE CHENNAI 600003	12,164	0.001	0.01	NO
19	160	MOKSHA MEDICAL & HOTEL NEEDS	ACFPN8962R	1, VINAYAKA MAISTRY STREET, SOWACARPET, CHENNAI 600079	8,764	0.000	0.00	NO
20	166	TRULY PEST SOLUTION PRIVATE LIMITED	AADCT2005N	75/40, KUMARAPPA STREET NUNGAMBAKKAM, CHENNAI 600034	7,560	0.000	0.00	NO

21	180	LMP H SHOP	APGPM8152A	3, AMBEDKAR STREET, MG NAGAR, TARAMANI, CHENNAI 600113	5,853	0.000	0.00	NO
22	220	SRI SAI SUDHAN FOODS	BZWPP7653N	NO:2/1233, 7TH MAIN ROAD, KARPAGA VINAYAGAM NAGAR OKKIAM THORIPAKKAM, KANCHIPURAM	1,567	0.000	0.00	NO
23	247	ENKAY CONVERGED TECHNOLOGIES LLP	AAGFE5189E	33/1, KONDHWA PISOLI ROAD, PISOLI, PUNE 411060	19,27,620	0.085	0.84	NO
24	248	HI TECH ENGINEERS & BUILDERS PVT	AADCH4977M	17, NORTH AVENUE, SRINAGAR, COLONY, SAIDAPET, CHENNAI 600015	17,71,014	0.078	0.78	NO
25	252	LRT INTERIOR DESIGNERS	AVIPR4167N	SUSHO FLATS, INDIRA GANDHI ROAD, ALWARTHIRUNAGAR, CHENNAI - 600087	11,42,400	0.050	0.50	NO
26	255	KAR CONSTRUCTIONS	AAMFK4761E	170, US APARTMENTS, VELACHERY MAIN ROAD, EAST TAMBARAM, CHENNAI 600059	6,08,304	0.027	0.27	NO
27	257	ENZOTECH SOLUTIONS PRIVATE LIMITED	AABCE6059M	21, SRINIVASA NAGAR, KANDACHA VADI, CHENNAI 600097	5,67,823	0.025	0.25	NO

28	262	E STAR ENGINEERS PVT LTD	AADCE3065B	26/2, TAYLORS ESTATE, KODAMABAKKAM, CHENNAI 600024	4,12,600	0.018	0.18	NO
29	263	DPA INFRASTRUCTURES	AXWPA8043N	82, 200 FEET ROAD, KOVILAMBAKKAM, CHENNAI 600089	3,50,407	0.015	0.15	NO
30	271	BOFFO TECH SERVICES	AARFB9263H	11/5 TEMPLE AVENUE, SRINAGAR COLONY, SAIDAPET, CHENNAI 600015	1,75,200	0.008	0.08	NO
31	287	CIVITECH INDIA PVT LTD	AAACC8645A	NO.7, INNER CIRCULAR ROAD, CHENNAI 600010	38,325	0.002	0.02	NO
32	288	NAKODA MARBLES & GRANITES	AADFN3458Q	46 NELSON MANICKAM ROAD, CHENNAI 600029	28,617	0.001	0.01	NO
33	289	CREATIVE ECO SOLUTIONS PVT LTD	AAHCC1368D	37/18, VELLALA STREET, CHENNAI 600084	26,460	0.001	0.01	NO
34	296	SIVAM ALUMINIUM GLAZER	AJFPC0138F	ANUSHYA PLAZA, EVR SALAI, ARUMBAKKAM, CHENNAI 600106	5,790	0.000	0.00	NO
35	301	AGILYSYS TECHNOLOGIES INDIA PRIVATE LIMITED	AAPCA1764P	3RD FLOOR,(MODULE 3), CAMBRIDGE TOWER, RAMANUJAM IT CITY, CHENNAI 600113	10,04,78,440	4.429	44.01	NO

36	315	DATATRACKS SERVICES LIMITED	AACCT8125C	RAJIV GANDHI SALAI 7TH FLOOR, HARDY TOWER, RAMANUJAM IT, CHENNAI 600113	1,85,54,419	0.818	8.13	NO
37	317	DOLLARS & POUNDS	AADF7285M	RAMANUJAM IT CITY, RAJIV GANDHI SALAI, TARAMANI (OMR) CHENNAI 600113	5,50,000	0.024	0.24	NO
38	335	INNOTRAC TECHNOLOGIES INDIA PRIVATE LIMITED (RADIAL OMNICHANNEL)	AADC19158F	RAMANUJAM IT CITY, RAJIV GANDHI SALAI, TARAMANI (OMR) CHENNAI 600113	1,28,22,600	0.565	5.62	NO
39	360	WOLTERS KLUWER ELM SOLUTIONS PRIVATE LIMITED	AADC2502L	RAMANUJAM IT CITY, RAJIV GANDHI SALAI, TARAMANI (OMR) CHENNAI 600113	7,05,30,374	3.109	30.89	NO
				Total	22,83,09,722	10.064	100	

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Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors

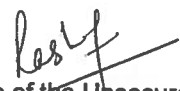
Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: Tata Realty and Infrastructure Limited	Address: E block, Voltas Premises, T. B. Kadam marg, Chinchpokli, Mumbai - 33
Total amount outstanding:	8287343
Name of the Authorised Representative:	Rashmi Jain
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: Chennai

Date: 18/01/23


Signature of the Unsecured Creditor /
Authorised Representative

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors

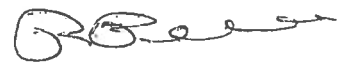
Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai - 600113, Tamil Nadu

Name of the Unsecured Creditor: Stanworth Management Pvt. Ltd.	Address: OLD NO 42, NEW NO: 2 LVZ AVENUE 4 th CROSS STREET CHENNAI - 600004.
Total amount outstanding:	525740
Name of the Authorised Representative:	Mr. Prasanna Venkatesh
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: Chennai

Date: 18-01-2023



Signature of the Unsecured Creditor /

Authorised Representative

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Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors


Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: SIMPLE SOLUTIONS	Address: 50/4, APPAR SAMY KOIL STREET TIRUNOOSIYUR CHENNAI - 600019
Total amount outstanding:	279160
Name of the Authorised Representative:	JAYADAL DAVID
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: Chennai

Date: 18/01/2023


Signature of the Unsecured Creditor /
Authorised Representative

18
16

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

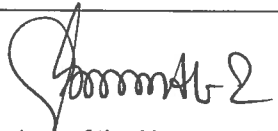
BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors

Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: M/s. TESPRO SYSTEM . V. Senthil Kumar	Address: Tepro Systems A/215, Balakrishnan St Ch-83
Total amount outstanding:	205535
Name of the Authorised Representative:	V. SETHIL KUMAR
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: Chennai
Date: 18/01/23


Signature of the Unsecured Creditor /
Authorised Representative

19
24

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors

Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai - 600113, Tamil Nadu

Name of the Unsecured Creditor: <i>S.R. ANRO</i>	Address: <i>NO: 14, Reddy Street, Virugambakkam, Chennai - 600 098</i>
Total amount outstanding:	<i>1,57,880</i>
Name of the Authorised Representative:	<i>R. SREKANTH</i>
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: _____

Date: _____

[Signature]
Signature of the Unsecured Creditor /

Authorised Representative

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33

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors

Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: BALAJI FOODS	Address: BALAJI FOODS. Tamil. 9/9. Jayalalitha Nagar mouli vada. Chennai
Total amount outstanding:	104552
Name of the Authorised Representative:	Rakesh
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: Chennai

Date: 18/1/23

Signature of the Unsecured Creditor /

Authorised Representative

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21

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors

Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: CBRE SOUTH ASIA PRIVATE LIMITED	Address: BRI & 7TH FLOOR, DLF SQUARE, M-BLOCK, JAGAJANDA MARG, DLF CITY, PHASE -II, GURGAON - 122002
Total amount outstanding:	RS 83,34,593/=
Name of the Authorised Representative:	(Rupees Eighty three Lakh, Thirty four Thousand five hundred fifty three only) I.V. RAMA CHANDRAN
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: Chennai

Date: 18-01-2023


Signature of the Unsecured Creditor /

Authorised Representative

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22

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors

Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: SHREE Maha Lakshmi Stones	Address: 97/46, TSV Koli Street, Mylapore Chennai, Chennai - 600004
Total amount outstanding:	64080
Name of the Authorised Representative:	Padma Tirumala
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: Chennai

Date: 18/01/23



Signature of the Unsecured Creditor /

Authorised Representative

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23

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors

Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: <i>R. R. Pragasam</i>	Address: <i>No. 38, Regoers Road Porceloth Chennai-14</i>
Total amount outstanding:	<i>57184</i>
Name of the Authorised Representative:	<i>M. Senthil</i>
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: Chennai

Date: 18-1-2023

M. Senthil
Signature of the Unsecured Creditor /
Authorised Representative

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24

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors


Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor:	Address:
James Sea Foods	Kosimedu, Chennai -13
Total amount outstanding:	54146
Name of the Authorised Representative:	Padma Tirumala
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: Chennai

Date: 18/01/23


Signature of the Unsecured Creditor /
Authorised Representative

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25

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors


Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: Gik Floral Agency and Consultant	Address: The grand Tuups Flowers Shop No 1, Thangavelly, Thirumalai Road, T. Nagar, Chennai 600117
Total amount outstanding:	53060
Name of the Authorised Representative:	Padma Tirumala
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: Chennai

Date: 18/01/23


Signature of the Unsecured Creditor /
Authorised Representative

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26

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors


Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: Unique Hotel Needs	Address: 1 Velayutha Pandian lane, Old Washermen Pet, Chennai - 600021
Total amount outstanding:	51274
Name of the Authorised Representative:	Padma Tirumala
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: Chennai

Date: 18/01/23


Signature of the Unsecured Creditor /
Authorised Representative

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27

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors

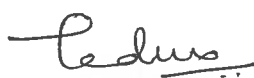
Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: AKN PRINTERS	Address: 47, (OLD No. 21/2), VADAMALAI PERAMBUR BARRACKS ROAD, POSAWALKEM - 600 007, CHENNAI
Total amount outstanding:	46,020/-
Name of the Authorised Representative:	PADMA TIRUMALA
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: CHENNAI

Date: 18/01/2023


Signature of the Unsecured Creditor /
Authorised Representative

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28

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)


BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors

Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: SIVAKUMAR FLOWERS DECORATER	Address: 34, NOOR VEERASWAMY STREET, NUNGAM BAKKAM, CHENNAI-600034
Total amount outstanding:	14,880/-
Name of the Authorised Representative:	PADMA TIRUMALA
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: CHENNAI
Date: 18/01/2023


Signature of the Unsecured Creditor /
Authorised Representative

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29

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors


Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: PADMASRI CHEMICALS	Address: 5/253, MMDA Colony, MOGAPPAIR WEST, CHENNAI - 600037.
Total amount outstanding:	17089
Name of the Authorised Representative:	J.V. Ramana.
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: Chennai

Date: 18/01/23


Signature of the Unsecured Creditor /
Authorised Representative

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30

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors

Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: V.M. ENTERPRISES	Address: OLD NO. 117A, NEW NO. 18A, GILL NAGAR, EXTN, CHADLAIMEDU - 600094, CHENNAI
Total amount outstanding: 14,456/-	
Name of the Authorised Representative:	PADMA TIROMALA
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: CHENNAI

Date: 18/01/2023



Signature of the Unsecured Creditor /

Authorised Representative

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31

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors

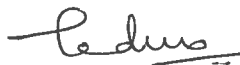
Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: Adinath lighting Solution	Address: old No : # 9, New No 12, Ayya Mudali St., Sowcarpet, Chennai 600079.
Total amount outstanding:	13951
Name of the Authorised Representative:	Padma Tirumala
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: Chennai

Date: 18/01/23


Signature of the Unsecured Creditor /
Authorised Representative

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32

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors


Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: Mahindra Sethia Abraham Marbles & Granites	Address: 36, Kuppumuthu Mudali St Triplicane, Chennai-5
Total amount outstanding:	12,164
Name of the Authorised Representative:	Mahindra Sethia
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: Chennai

Date: 18/1/2023


Signature of the Unsecured Creditor /
Authorised Representative

160
33

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors


Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: M/S MOKSHA MEDICAL & HOTEL NEEDS	Address: 1, VINAYAKA MAISTRY STREET, OPP GOPAL BAND, SOWCARPET, CHENNAI - 600079
Total amount outstanding:	Rs. 8764/-
Name of the Authorised Representative:	Nanendra Kumar Jain
Resolution No. 1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: Chennai

Date: 18-01-23


Signature of the Unsecured Creditor /
Authorised Representative

166
34

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors

Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: TRULY PEST SOLUTION PVT LTD.	Address: 29, LALA LASPAT RAI SARANI KOLKATA - 700020
Total amount outstanding:	7560
Name of the Authorised Representative:	PANKAJ KUMAR.
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: Chennai

Date: 18/01/23


Signature of the Unsecured Creditor /
Authorised Representative

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35

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors

Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: LMP M SHOP A. Mohan Kumar	Address: No. 3 AMBEKAR ST M.G. Nagar TARAMANI - 600113
Total amount outstanding: 5853	
Name of the Authorised Representative:	A. Mohan Kumar
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: Chennai

Date: 19.1.2023


Signature of the Unsecured Creditor /

Authorised Representative

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Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors

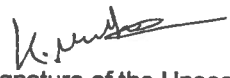
Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: SRI Sai Sudan Foods	Address: No 2 / 1233, 7 th
Total amount outstanding:	1567
Name of the Authorised Representative:	MUTHU KUMARAN
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: Chennai

Date: 18/1/22


Signature of the Unsecured Creditor /
Authorised Representative

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37

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors

Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: ENKAY CONVERGED TECHNOLOGIES TECHNOLOGIES LLP	Address: 83/2, KONDHNA, PISOLE ROAD PISOLE PUNE, - 411060
Total amount outstanding:	19,27,620.00
Name of the Authorised Representative:	AJAY THOMAS ABRAHAM
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: CHENNAI

Date: 18/1/23


Signature of the Unsecured Creditor /
Authorised Representative

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248

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors

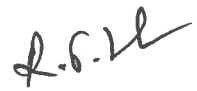
Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: HI-TECH ENGINEERS & BUILDERS PVT LTD.	Address: NO 17, NORTH AVENUE, SRINAGAR COLONY, SAIDAPET, CHENNAI – 600015.
Total amount outstanding:	1771014 / —
Name of the Authorised Representative:	RT. SURESH DIRECTOR.
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: CHENNAI

Date: 18-01-2023

 (RT. SURESH)
Signature of the Unsecured Creditor /
Authorised Representative

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39

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors

Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: <i>M/s. LRT interior designers</i>	Address: <i>NO-16, Susha Flats Indira Gandhi Road Alwarthirunagar Chennai - 600087</i>
Total amount outstanding:	<i>1142400</i>
Name of the Authorised Representative:	<i>U. Rajendhar</i>
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: Chennai.

Date: 18/01/23

U. Rajendhar
Signature of the Unsecured Creditor /
Authorised Representative

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Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors

Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: KAR INFRA AND SERVICES	Address: No. 170, U S Apparatments, Velachery main road, East Tambaram. Chennai - 600 059
Total amount outstanding:	6,08,304/=
Name of the Authorised Representative:	M. KARTHIKEYAN
Resolution No. 1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: Taramani
Date: 18-01-2023



Signature of the Unsecured Creditor /
Authorised Representative

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41

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors

Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: <i>ENV2OTECH SOLUTIONS PVT LTD</i>	Address: <i>NO: 21, SRIMVASA NAGAR KAN DAN CHAVADI CHENNAI- 97</i>
Total amount outstanding:	<i>IN 567,823/-</i>
Name of the Authorised Representative:	<i>S. SENTHILNATHAN</i>
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: Chennai

Date: 18/01/2023


Signature of the Unsecured Creditor /
Authorised Representative

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42

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

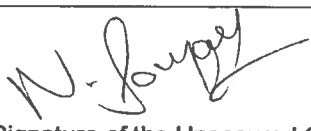
BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors

Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor:	Address: ESTAR ENGINEERS DD LTD 26/2, Taylor's estate II, Street, Kodambakkam, Chennai
Total amount outstanding:	412600
Name of the Authorised Representative:	N. SANJAY
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: Chennai
Date: 18/1/2023


Signature of the Unsecured Creditor /
Authorised Representative

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Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors

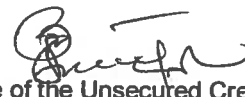
Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: DRA Infrastructures	Address: No. 82 - Zoo feet road, S. Kolathur Koriballuram Chennai 89.
Total amount outstanding: 350407	
Name of the Authorised Representative:	V. VAJJIRAVE LU. S. ANAND ARADV
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: Chennai

Date: 18/01/2023


Signature of the Unsecured Creditor /
Authorised Representative

271
44

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors

Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: M/S BOFFO TECH SERVICES	Address: 5, New No 11, Temple Avenue, SEENAGAR, COLONY, SAIDAPET, CHENNAI - 600015
Total amount outstanding:	1,75,200/- (Retention) 13,03,279/- (M. on 31 Dec 22)
Name of the Authorised Representative:	VAITEESWARAN PS
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: CHENNAI

Date: 18/01/22


Signature of the Unsecured Creditor /

Authorised Representative

288
45

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors

Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: <i>Civitech India Pvt Ltd.</i>	Address: <i>NO: 7, Inner Circular Road, Kilpauk Crowden, Chennai - 16</i>
Total amount outstanding:	<i>Rs. 38325.</i>
Name of the Authorised Representative:	<i>S. Kumaran (DGM)</i>
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: Chennai

Date: 18/1/23

S. Kumaran
Signature of the Unsecured Creditor /
Authorised Representative

31st Aug - 2022

289
46

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors

Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: <i>Hemanth</i> <i>Nakoda Marbles & Craniles</i>	Address: <i>No-46, Nelson Manickam road,</i> <i>Aminjikarai, Chennai - 600029</i>
Total amount outstanding:	<i>28617/-</i>
Name of the Authorised Representative:	<i>HEMANTH D</i>
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: Chennai

Date: 18.01.23

Hemanth D
Signature of the Unsecured Creditor /
Authorised Representative

47
290

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors

Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: <i>Creative Eco Solutions Pvt Ltd.</i>	Address: <i>No. 37/18, Vellala Street, Puarwalkam, Chennai - 600084.</i>
Total amount outstanding: <i>Rs.</i>	<i>Rs. 26,460/- (as per new ERP).</i>
Name of the Authorised Representative:	<i>Jitendar Bagmar. (M.D).</i>
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: Chennai

Date: 18 Jan 2023.


Signature of the Unsecured Creditor /

Authorised Representative

48
296

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors

Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor:	Address: M/s SIVAM ALUMINIUM GLAZERS GF, Anshya Plaza, EUSALAI ARUMBARKKAM.
Total amount outstanding:	5790
Name of the Authorised Representative:	C. NETHAJI PAPER.
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: Chennai.

Date: 18/1/23

Signature of the Unsecured Creditor /
Authorised Representative
(C. NETHAJI PAPER.)

302
49

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors

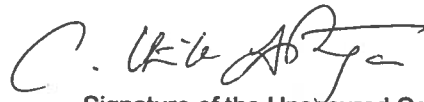
Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: AGILYSYS TECHNOLOGIES INDIA PVT LTD	Address: MODULE 3, 3 rd FLOOR, CAMBRIDGE TOWER, RAMANUJAN IT CITY, TARAMANI (H-11)
Total amount outstanding:	10,04,78,440/-
Name of the Authorised Representative:	KARTHIK ATHREYAN
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: Chennai

Date: 18-01-2023



Signature of the Unsecured Creditor /

Authorised Representative

314

50³¹⁴Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

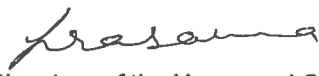
BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors

Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: DATATRACKS SERVICES PRIVATE LIMITED	Address: 7 TH FLOOR, HARDY TOWERS, RAMANUJAN IT CITY, THARAMANI CHENNAI
Total amount outstanding:	18554419
Name of the Authorised Representative:	BATHINA PRASANNA
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: CHENNAIDate: 18-01-2023


Signature of the Unsecured Creditor /

Authorised Representative

317
51

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors

Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

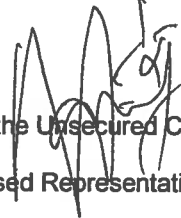
Name of the Unsecured Creditor: <i>DOLLARS & POUNDS</i>	Address: <i>RAMANUJAN IT CITY R.G. ROAD, TARAMANI CHENNAI - 600113.</i>
Total amount outstanding:	<i>5,50,000/-</i>
Name of the Authorised Representative:	<i>V.S. NAWAS</i>
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: CHENNAI

Date: 18 JAN 2023

Signature of the Unsecured Creditor /

Authorised Representative



335
52

Date: Wednesday, 18th day of January, 2023

TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)

BALLOT PAPER
National Company Law Tribunal convened Meeting of Unsecured Creditors


Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor: RADIAC OMNICHANNEL TECHNO LOGIES INDIA PVT LTD.	Address: MODULE-1, 5TH FLOOR, NEVILLE TOWER RAMANUJAN IT CITY RAJIV GANDHI SALAI, TARAMANI CHENNAI - 600113
Total amount outstanding:	1,28,22,600/-
Name of the Authorised Representative:	RAMESH SETTU.
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: CHENNAI

Date: 18/01/2023


Signature of the Unsecured Creditor /

Authorised Representative

Handwritten initials

360

360
53Date: Wednesday, 18th day of January, 2023TRIL INFOPARK LIMITED
(CIN: U45200TN2008PLC066931)**BALLOT PAPER**
National Company Law Tribunal convened Meeting of Unsecured Creditors

Time: 11.00 A.M.

Venue: Ramanujan IT City, Rajiv Gandhi Salai (OMR),
Taramani, Chennai – 600113, Tamil Nadu

Name of the Unsecured Creditor:	Address:
WOLTER & KLWER EM Solutions Pvt Ltd	Ramanujan IT Park.
Total amount outstanding:	INR 205,30,374/-
Name of the Authorised Representative:	T. ARSHAN
Resolution No.1: To approve Scheme of Merger by Absorption of TRIL Infopark Limited ("Transferor Company") with Infopark Properties Limited ("Transferee Company")	
<input checked="" type="checkbox"/> I hereby consent to the resolution	<input type="checkbox"/> I hereby dissent to the resolution

Place: ChennaiDate: 18/01/2023

T. Arshan

Signature of the Unsecured Creditor /

Authorised Representative

54
23
01

ATTENDANCE SLIP

TRIBUNAL CONVENED MEETING OF THE UNSECURED CREDITORS HELD ON Wednesday, 18th DAY OF JANUARY, 2023 AT 11.00 A.M. AT REGISTERED OFFICE OF THE COMPANY SITUATED AT RAMANUJAN IT CITY, RAJIV GANDHI SALAI (OMR), TARAMANI, CHENNAI – 600113, TAMIL NADU

PLEASE COMPLETE THIS ATTENDANCE SLIP AND HAND IT OVER AT THE ENTRANCE OF THE MEETING HALL.

I / We hereby record my / our presence at the Meeting of the Unsecured Creditors of the Company, convened pursuant to the Orders dated 9th December, 2022 of the National Company Law Tribunal, Chennai Bench at Wednesday, 18th day of January, 2023 at 11.00 A.M. at Registered office of the Company situated at Ramanujan IT City, Rajiv Gandhi Salai (OMR), Taramani, Chennai – 600113, Tamil Nadu.

Name and Address of the Unsecured Creditors (IN BLOCK LETTERS):

Tata Realty and Infrastructure Limited
E block, Valtas Premises, T.B. Kadam Marg,
Chinchpokli, Mumbai - 37

Signature: 

Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS)

8287373

Signature: _____

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

Unsecured Creditors attending the Meeting in person or by Proxy or through authorized representative are requested to complete and bring the Attendance Slip and hand it over at the entrance of the meeting hall.

55
23
02

ATTENDANCE SLIP

TRIBUNAL CONVENED MEETING OF THE UNSECURED CREDITORS HELD ON Wednesday, 18th DAY OF JANUARY, 2023 AT 11.00 A.M. AT REGISTERED OFFICE OF THE COMPANY SITUATED AT RAMANUJAN IT CITY, RAJIV GANDHI SALAI (OMR), TARAMANI, CHENNAI - 600113, TAMIL NADU

PLEASE COMPLETE THIS ATTENDANCE SLIP AND HAND IT OVER AT THE ENTRANCE OF THE MEETING HALL.

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS):

STANWORTH MANAGEMENT PRIVATE LIMITED
R PRASANNA VENKATESH - SENIOR MGR & PMA.
OLD NO. 44 NEW NO. 2, LOZ AVENUE, CHENNAI - 600004

Signature: 

5,25,740
Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS)

Signature: _____

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

Unsecured Creditors attending the Meeting in person or by Proxy or through authorized representative are requested to complete and bring the Attendance Slip and hand it over at the entrance of the meeting hall.

32

56
23
03

ATTENDANCE SLIP

TRIBUNAL CONVENED MEETING OF THE UNSECURED CREDITORS HELD ON Wednesday, 18th DAY OF JANUARY, 2023 AT 11.00 A.M. AT REGISTERED OFFICE OF THE COMPANY SITUATED AT RAMANUJAN IT CITY, RAJIV GANDHI SALAI (OMR), TARAMANI, CHENNAI – 600113, TAMIL NADU

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS):

M/S. SIMPLE SOLUTIONS.
NO: 50/4, APPAR SAMY KOLL STREET
THIRUNOTTIYUR, CHENNAI - 600019.

Signature: Ant

279160

Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS)

Signature: Ant

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

Unsecured Creditors attending the Meeting in person or by Proxy or through authorized representative are requested to complete and bring the Attendance Slip and hand it over at the entrance of the meeting hall.

57
23
04

ATTENDANCE SLIP

TRIBUNAL CONVENED MEETING OF THE UNSECURED CREDITORS HELD ON Wednesday, 18th DAY OF JANUARY, 2023 AT 11.00 A.M. AT REGISTERED OFFICE OF THE COMPANY SITUATED AT RAMANUJAN IT CITY, RAJIV GANDHI SALAI (OMR), TARAMANI, CHENNAI - 600113, TAMIL NADU

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS):

V. SENTHILKUMAR
M/S. TESPRO SYSTEM
A/215, Balakrishnan St, Ch-83

Signature: _____ 

IN 205535/-

Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS)

Signature: _____

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

Unsecured Creditors attending the Meeting in person or by Proxy or through authorized representative are requested to complete and bring the Attendance Slip and hand it over at the entrance of the meeting hall.

58
23
05

ATTENDANCE SLIP

TRIBUNAL CONVENED MEETING OF THE UNSECURED CREDITORS HELD ON Wednesday, 18th DAY OF JANUARY, 2023 AT 11.00 A.M. AT REGISTERED OFFICE OF THE COMPANY SITUATED AT RAMANUJAN IT CITY, RAJIV GANDHI SALAI (OMR), TARAMANI, CHENNAI - 600113, TAMIL NADU

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS):

R. SRIRKANTH (SR ANZO)
KIDRI, REDDY STREET, SHARADHA NAGAR,
VIRUGAMBAKKAM,
CHENNAI - 600 098

Signature: [Signature]

157, 880

Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS)

Signature: _____

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

Unsecured Creditors attending the Meeting in person or by Proxy or through authorized representative are requested to complete and bring the Attendance Slip and hand it over at the entrance of the meeting hall.

47

59
23
06

ATTENDANCE SLIP

TRIBUNAL CONVENED MEETING OF THE UNSECURED CREDITORS HELD ON Wednesday, 18th DAY OF JANUARY, 2023 AT 11.00 A.M. AT REGISTERED OFFICE OF THE COMPANY SITUATED AT RAMANUJAN IT CITY, RAJIV GANDHI SALAI (OMR), TARAMANI, CHENNAI – 600113, TAMIL NADU

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS):

BATAL FOODS
9/9 SAYAJI K SHINI NAGAR
MOUVAKKAM CHENNAI 600125

Signature: TRAKESH

104552

Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS)

Signature: _____

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

Unsecured Creditors attending the Meeting in person or by Proxy or through authorized representative are requested to complete and bring the Attendance Slip and hand it over at the entrance of the meeting hall.

22

60
23
07

ATTENDANCE SLIP

TRIBUNAL CONVENED MEETING OF THE UNSECURED CREDITORS HELD ON Wednesday, 18th DAY OF JANUARY, 2023 AT 11.00 A.M. AT REGISTERED OFFICE OF THE COMPANY SITUATED AT RAMANUJAN IT CITY, RAJIV GANDHI SALAI (OMR), TARAMANI, CHENNAI – 600113, TAMIL NADU

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS):

CBRE SOUTH ASIA PRIVATE LIMITED
6TH & 7TH FLOOR, DLF SQUARE,
M-BLOCK, JACARANDA MARG,
DLF CITY PHASE II, GURGAON-122002

Signature: [Signature]

RS 83,34,593/-

Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS)

I.V. RAMACHANDRAN

Signature: [Signature]

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

Unsecured Creditors attending the Meeting in person or by Proxy or through authorized representative are requested to complete and bring the Attendance Slip and hand it over at the entrance of the meeting hall.

61
23
08

ATTENDANCE SLIP

TRIBUNAL CONVENED MEETING OF THE UNSECURED CREDITORS HELD ON Wednesday, 18th DAY OF JANUARY, 2023 AT 11.00 A.M. AT REGISTERED OFFICE OF THE COMPANY SITUATED AT RAMANUJAN IT CITY, RAJIV GANDHI SALAI (OMR), TARAMANI, CHENNAI - 600113, TAMIL NADU

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS): SURE MAHALAKSHMI STORES
97/46, ISV KOVIL STREET, MYLAPORE - 600004, CHENNAI

Signature: _____

^{64,080/-}
Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS) PADMA TIRUMALA

Signature: *P. Dur*

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

Unsecured Creditors attending the Meeting in person or by Proxy or through authorized representative are requested to complete and bring the Attendance Slip and hand it over at the entrance of the meeting hall.

62
23
09

ATTENDANCE SLIP

TRIBUNAL CONVENED MEETING OF THE UNSECURED CREDITORS HELD ON Wednesday, 18th DAY OF JANUARY, 2023 AT 11.00 A.M. AT REGISTERED OFFICE OF THE COMPANY SITUATED AT RAMANUJAN IT CITY, RAJIV GANDHI SALAI (OMR), TARAMANI, CHENNAI – 600113, TAMIL NADU

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS):

M. Senthil R. R. Idangott
No. 38, Pettem Road
Ramesh
Chennai - 600014

Signature: M. Senthil

M. Senthil
Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS)

Signature: _____

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

Unsecured Creditors attending the Meeting in person or by Proxy or through authorized representative are requested to complete and bring the Attendance Slip and hand it over at the entrance of the meeting hall.

63
23
⑩

ATTENDANCE SLIP

TRIBUNAL CONVENED MEETING OF THE UNSECURED CREDITORS HELD ON Wednesday, 18th DAY OF JANUARY, 2023 AT 11.00 A.M. AT REGISTERED OFFICE OF THE COMPANY SITUATED AT RAMANUJAN IT CITY, RAJIV GANDHI SALAI (OMR), TARAMANI, CHENNAI – 600113, TAMIL NADU

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS): JAMES SEA FOODS
Kaaimedu, CHENNAI - 600013

Signature: _____

54,1461-
Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS) PADMA TIRUNALA

Signature: Padma

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

Unsecured Creditors attending the Meeting in person or by Proxy or through authorized representative are requested to complete and bring the Attendance Slip and hand it over at the entrance of the meeting hall.

64
23
⑪

ATTENDANCE SLIP

TRIBUNAL CONVENED MEETING OF THE UNSECURED CREDITORS HELD ON Wednesday, 18th DAY OF JANUARY, 2023 AT 11.00 A.M. AT REGISTERED OFFICE OF THE COMPANY SITUATED AT RAMANUJAN IT CITY, RAJIV GANDHI SALAI (OMR), TARAMANI, CHENNAI - 600113, TAMIL NADU

PLEASE COMPLETE THIS ATTENDANCE SLIP AND HAND IT OVER AT THE ENTRANCE OF THE MEETING HALL.

I / We hereby record my / our presence at the Meeting of the Unsecured Creditors of the Company, convened pursuant to the Orders dated 9th December, 2022 of the National Company Law Tribunal, Chennai Bench at Wednesday, 18th day of January, 2023 at 11.00 A.M. at Registered office of the Company situated at Ramanujan IT City, Rajiv Gandhi Salai (OMR), Taramani, Chennai - 600113, Tamil Nadu.

Name and Address of the Unsecured Creditors (IN BLOCK LETTERS): CGK FLORAL AGENCY AND CONSULTANT
THE GRAND TULIPS FLOWER SHOP NO.1, THANGAVALU
THIRUMALA ROAD, T NAGAR, CHENNAI - 600017

Signature: _____

58,060/-
Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS) PADMA TIRUMALA

Signature: Padma

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

Unsecured Creditors attending the Meeting in person or by Proxy or through authorized representative are requested to complete and bring the Attendance Slip and hand it over at the entrance of the meeting hall.

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23
12

ATTENDANCE SLIP

TRIBUNAL CONVENED MEETING OF THE UNSECURED CREDITORS HELD ON Wednesday, 18th DAY OF JANUARY, 2023 AT 11.00 A.M. AT REGISTERED OFFICE OF THE COMPANY SITUATED AT RAMANUJAN IT CITY, RAJIV GANDHI SALAI (OMR), TARAMANI, CHENNAI - 600113, TAMIL NADU

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS): UNIQUE HOTEL NEERS
1 VELAYUTHA, PANDIAN LANE, OLD WASHHERMENPET,
CHENNAI - 600 021

Signature: _____

51,274/-
Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS) PADMA TIRUMALA

Signature: 

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

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23
13

ATTENDANCE SLIP

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS): AKN PRINTERS
47, (OLD No. 21/2), VADAMALAI, PERAMBUR BARRACKS ROAD,
PURSAWALKAM - 600 007, CHENNAI

Signature: _____

46,020/-
Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS) PADMA TIRUMALA

Signature: 

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

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67
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14

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS): SIVAKUMAR FLOWERS
84, NOOR VEERA SWAMY STREET, NUNGAMBAKKAM
CHENNAI - 600034

Signature: _____

17,880/-
Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS) PADMA TIRUMALA

Signature: Padma

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS):

PADMASRI CHEMICALS,
5/253, MMDA COLONY,
MOGAPPAIR WEST,
CHENNAI - 600037,

Signature: 

M. 17-089
Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS)

Signature: _____

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS): V.M. ENTERPRISES
OLD NO. 117A, NEW NO-18A, GILL NAGAR, EXTN
CHODLAIMEU, CHENNAI - 600094

Signature: _____

^{14,455/-}
Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS) PAOMA TIRUMALA

Signature: *Paoma*

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

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ATTENDANCE SLIP

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS): ADINATH LIGHTING SOLUTIONS
No. 9, NELLO No. 12, AYYA MUDALI, ST. SOW CARPET, CHENNAI- 600 501

Signature: _____

13,951/-
Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS) PADMA TIRUMALA

Signature: 

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS):

Mahindra Sethia
Abraham Marbles & Granite
No. 36, D.No. 41, Kuppukottu Street, Triplicane, Chennai - 3

Signature: K. Mahendra

12,64
Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS)

Signature: _____

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

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ATTENDANCE SLIP


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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS):

M/S MOKSHA MEDICAL & HOTEL NEEDS
A, VINAYAKA MAISTRY STREET,
OPP GOPAL BAND, SOWCARPET, CHENNAI - 600079

Signature:  18/1/23

Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS)

P. 8764
Signature: _____

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

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ATTENDANCE SLIP

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS):

TRULY PEST SOLUTION PVT. LTD.
29, LALA LALPAT RAI, SARANI - KOLKATA
700020.

Signature: _____



7560

Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS)

Signature: _____

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

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ATTENDANCE SLIP

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS):

A. MOHAN KUMAR
NO: 3 AMDEKAR ST - M.G. NAGAR
TARAMANI - 600113

Signature: A.M. LMP H S MOP

5853

Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS)

NO
Signature: A.M.

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS):

SRI SAI SUDAN FOODS
No: 2/1233 - 7m cross Street, KARPAGA Vinayagam Nagar
Thirai Ppattanam - Chennai - 600097
NAME: MUTTU KUMARAN
Signature: Y. Muttu

1567
Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS)

SRI SUDAN FOODS. SRI SAI SUDAN FOODS
Signature: K. muttu

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

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ATTENDANCE SLIP

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS):

ENICAY CONVERGED TECHNOLOGIES LP
33/1, KONDWA, PISOLI ROAD
PISOLI, PUNE
ASAY THOMAS ABRATHAN

Signature: _____

19,27,620/-

Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS)

Signature: _____

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

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ATTENDANCE SLIP

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS):

HI-TECH ENGINEERS & BUILDERS PVT LTD.
NO 17, NORTH AVENUE, SRINAGAR COLONY,
SAIDAPET, CHENNAI - 600 015.

Signature: R.S.H. (RT-SURESH)

B 1771014

Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS)

Signature: _____

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

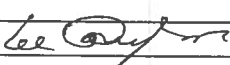
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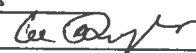
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Name and Address of the Unsecured Creditors **(IN BLOCK LETTERS)**:
U. RAJENDHAR / LAT INTERIOR DESIGNERS
NO- 16, SUSHO FLATS
ALWARTHURU NAGAR
CHENNAI 600087
Signature: 

1142400
Amount Due: Name of the Proxy Holders* **(IN BLOCK LETTERS)**
14 Laks
Signature: 

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

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ATTENDANCE SLIP

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS):

M/S. KARINERA AND SERVICES (formally known as KAR CONSTRUCTION)
No. 170, US Apartments,
Velachery main road,
East Tambaram, Chennai - 600 059
Signature: [Signature]

Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS)

~~No record with us~~ - 608,304/-
Signature: [Signature]

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS):

EN2OTECH SOLUTIONS PVT LTD
S. SENTHILNATHAN - FINANCE MANAGER
NO: 21, SRIMIVASA NAGAR, IANDAN CITA VADI
CHENNAI - 97

Signature: 

Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS)

M. 567823 / r

Signature: _____

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

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ATTENDANCE SLIP

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS):

N. SANJAY
26/2 DWD STREET
ESTAR ENGINEERING (P) LTD
KODAMBAKKAM CH-24

Signature: N. Sanjay 9940050973

412600

Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS)

Signature: _____

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

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ATTENDANCE SLIP

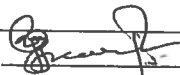
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I / We hereby record my / our presence at the Meeting of the Unsecured Creditors of the Company, convened pursuant to the Orders dated 9th December, 2022 of the National Company Law Tribunal, Chennai Bench at Wednesday, 18th day of January, 2023 at 11.00 A.M. at Registered office of the Company situated at Ramamujan IT City, Rajiv Gandhi Salai (OMR), Taramani, Chennai - 600113, Tamil Nadu.

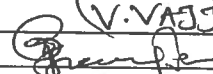
Name and Address of the Unsecured Creditors (IN BLOCK LETTERS):

PPA Infra Structures .
No. 82 - 200 feet road, S. Kalathur Kottamballan, Chennai - 69.

Signature: 

350407

Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS)

(V. VASJIRAVELU)
Signature: 

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

Unsecured Creditors attending the Meeting in person or by Proxy or through authorized representative are requested to complete and bring the Attendance Slip and hand it over at the entrance of the meeting hall.

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ATTENDANCE SLIP

TRIBUNAL CONVENED MEETING OF THE UNSECURED CREDITORS HELD ON Wednesday, 18th DAY OF JANUARY, 2023 AT 11.00 A.M. AT REGISTERED OFFICE OF THE COMPANY SITUATED AT RAMANUJAN IT CITY, RAJIV GANDHI SALAI (OMR), TARAMANI, CHENNAI - 600113, TAMIL NADU

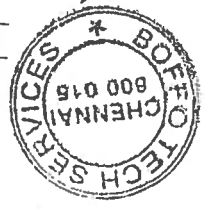
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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS):

VAITEESWARAN PS. HIS BOFFO TECH SERVICES,
FLAT NO 5, NEW NO 1A, TEMPLE AVENUE,
SRI NAGAR COLONY, SAIDAPET,
CHENNAI - 600 015

Signature: *[Signature]* M: 9246309400



Rs. 13,03,279/- (Details Attached)

Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS)

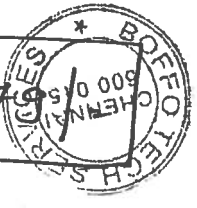
Signature: *[Signature]*
* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:
Unsecured Creditors attending the Meeting in person or by Proxy or through authorized representative are requested to complete and bring the Attendance Slip and hand it over at the entrance of the meeting hall.

Rs 1,75,200/- Retention as on 31st Aug 22
~~175200~~

Overall due as on 31st Dec 22

Rs 13,03,279/-



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ATTENDANCE SLIP

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS):

M/S Civitech India Pvt Ltd
7 INNER CIRCULAR ROAD, CHENNAI - 600010
S. Kumaran (DGM)

Signature: S. Kumaran

Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS)

38325.

Signature: _____

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

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32

ATTENDANCE SLIP

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Name and Address of the Unsecured Creditors **(IN BLOCK LETTERS)**:

HEMANTH - NAIKODA MARBLES & GRANITES
NO. 46/1, NELSON MANICKAM ROAD
AMINJIKKAI CHENNAI - 600029

Signature: _____ *fennell*

Amount Due: Name of the Proxy Holders* **(IN BLOCK LETTERS)**

28617

Signature: _____

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

Unsecured Creditors attending the Meeting in person or by Proxy or through authorized representative are requested to complete and bring the Attendance Slip and hand it over at the entrance of the meeting hall.

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33

ATTENDANCE SLIP

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS):

Creative Eco Solutions Pvt Ltd.
37/18, Vellala Street, Puzoswalam
Chennai - 600084, 8754477219.
044-42321823.

Signature: [Signature] 18.01.2023.

Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS)

Rs. 26,460/-
Signature: _____

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

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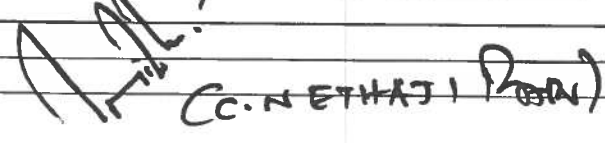
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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS):
M/S SIVAM ALUMINIUM GLAZERS
EVR SALAI, ANCHAYA PLAZA

Signature: 
5790
C. NETHAJI (P)

Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS)

Signature: _____

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

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35

ATTENDANCE SLIP

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS):

AGILYSYS TECHNOLOGIES INDIA PVT LTD
MODULE 3, 3rd FLOOR, CAMBRIDGE TOWER, RAMANUJAN IT
CITY, TARAMANI, CHENNAI - 600113.

Signature: C. H. K. [Signature]

Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS)

INR 10,04,78,440/-

Signature: _____

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

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36

ATTENDANCE SLIP

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS):

DATATRACKS SERVICES PRIVATE LIMITED
BATHINA PRASANNA
7TH FLOOR, HARDY TOWERS, RAMANUJAN IT CITY, TARAMANI - CHENNAI

Signature: *Prasanna*

18554419

Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS)

18

Signature: _____

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

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ATTENDANCE SLIP

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS): DOLLARS & POUNDS
RAMANUJAN IT CITY
R.G. Road
Taramani, Chennai - 600113
Signature: [Signature]

Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS)
5,50,000/-
Signature: _____

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS):

RADIA OMNICHANNEL TECHNOLOGIES INDIA PVT LTD
MODULE-1, 5th FLOOR, NEVILL TOWER
RAMANUJAN IT CITY, RAJIV GANDHI SALAI
CHENNAI - 600113

Signature: Ramesh

1,28,22,600/-

Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS)

RAMESH SETTU

Signature: Ramesh

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

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23
39

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Name and Address of the Unsecured Creditors (IN BLOCK LETTERS):

Motors Kluwer ELM Solutions Pvt Ltd
ARUNAV THEEGALA
Address: RAMANUJAN IT Park.

Signature: T. ABDUL

705,30,3746

Amount Due: Name of the Proxy Holders* (IN BLOCK LETTERS)

Nil
Signature: T. ABDUL

* (To be filled in by the Proxy in case he / she attends instead of the Unsecured Creditors)

Notes:

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SCHEME OF MERGER BY ABSORPTION
UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE
PROVISIONS OF THE COMPANIES ACT, 2013
OF
TRIL INFOPARK LIMITED
(TRANSFEROR COMPANY)
WITH
INFOPARK PROPERTIES LIMITED
(TRANSFeree COMPANY)
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

PREAMBLE

This Scheme of Merger by Absorption (herein after referred to as "*the Scheme*") is presented under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 for Merger by Absorption of TRIL Infopark Limited (Transferor Company) with Infopark Properties Limited (Transferee Company).

1. **Background of companies**

Transferor Company

- a) TRIL INFOPARK LIMITED (hereinafter referred to as 'TIL' or the 'TRANSFEROR COMPANY') bearing CIN - U45200TN2008PLC066931, is a public company incorporated

TRIL Infopark Limited
V. Vijay Kumar
Director/Authorised Signatory

Infopark Properties Limited
V. Vijay Kumar
Authorised Signatory

under the Companies Act, 1956 on the 20th March, 2008. The Registered Office of the company is situated at Ramanujan IT City, Rajiv Gandhi Salai (OMR), Taramani, Chennai, Tamil Nadu 600113, India. It is engaged, inter alia, in the business of promoting and developing Special Economic Zone (SEZ) for Information Technology at Taramani, Chennai and also operates an International Convention Centre with apartment hotel.

Transferee Company

b) **INFOPARK PROPERTIES LIMITED** (hereinafter referred to as 'IPL' or the 'Transferee Company') bearing CIN U70109TN2021PLC147646, is a company incorporated under the Companies Act, 2013 on 2nd November 2021. The Registered Office of the company is situated at 4th Floor, Paras Plaza No.30/1, Cathedral Garden Road, Nungambakkam, Chennai Tamil Nadu 600034, India. It is authorised to carry on the business of development and operation of real estate assets, operating and managing a special economic zone and infrastructure facilities.

2. **Rationale and purpose of the Scheme**

a. The Transferor and the Transferee Company belong to Tata Group and cater to the real estate business vertical of Tata Group. As a part of the group restructuring exercise in relation to the real estate vertical, it was envisaged that the businesses of the Transferor Company be carried out by the Transferee Company and hence with the ultimate objective of acquiring

TRIL Infopark Limited
V. Vijay Kumar
Director / Authorised Signatory

Infopark Properties Limited
V. Vijay Kumar
Authorised Signatory

the ongoing business carried on by the Transferor Company, the Transferee Company entered into a Share Purchase Agreement dated 08 April 2022 with the erstwhile shareholders of Transferor Company to acquire about 99.99% of the equity shares of the Transferor Company. This acquisition was completed on 27 June 2022 as a stepping-stone towards acquisition of the business undertaken by the Transferor Company.

b. Pursuant to the above referred acquisition, the Transferor Company became a subsidiary of the Transferee Company with effect from 27 June 2022, wherein the paid up share capital to the extent of 99.99% of the Transferor Company was held by the Transferee Company. Thus, with a view to achieve the main objective of consolidation of business carried on by the Transferor Company and in order to maintain a simple corporate structure and eliminate duplicate corporate procedures, it is desirable to amalgamate Transferor Company into the Transferee Company. The amalgamation of Transferor Company into the Transferee Company shall enable effective management and unified control of operations. Further, the amalgamation would create economies in administrative and managerial costs by consolidating operations and would substantially reduce duplication of administrative responsibilities and multiplicity of records and legal and regulatory compliances

TRIL Infopark Limited

V. V. Jay Kumar
Director/Authorised Signatory

Infopark Properties Limited

V. V. Jay Kumar
Authorised Signatory

c. The amalgamation of the Transferor Company into the Transferee Company with effect from the Appointed Date (as hereinafter defined) is in the interest of the shareholders, creditors, Employees and other stakeholders of the Transferor Company and the Transferee Company. Further, there is no likelihood that any creditor of the Transferor Company or the Transferee Company will be prejudiced as a result of the Scheme. The Scheme will neither impose any additional burden on the shareholders of the Transferor Company, nor will it adversely affect the interests of any of the shareholders or creditors of the Transferor Company and Transferee Company. Further, the Scheme is only for merger by absorption of the Transferor Company with the Transferee Company and is not an arrangement with the creditors of any of the entities involved. The Scheme is divided into the following sections:

Part A	Dealing with Definitions, Date of taking effect and Share Capital;
Part B	Dealing with the Transfer & Vesting of Transferor Company into Transferee Company, Consideration, Accounting Treatment, and Books & Records of Transferee Company.
Part C	Dealing with General Terms and Conditions of the Scheme.

TRIL Infopark Limited

V. Vijay Kumar
Director / Authorised Signatory

Infopark Properties Limited

V. Vijay Kumar
Authorised Signatory

PART A

DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

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

1.1. 'Act' or 'the Act' the Companies Act, 2013, rules made thereunder and all notifications and circulars issued thereunder, including any statutory modifications, re-enactments or amendments thereof for the time being in force as the case may be.

1.2. 'Appointed Date' means 27th June 2022 or such other date as approved by the NCLT;

1.3. 'Board of Directors' means and includes the respective Board of Directors of TIL and IPL as the case may be, or any committee constituted by the Board of Directors of any of the respective Companies for the purpose of this Scheme.

1.4. 'Effective Date' means the date or last of the dates on which the certified / authenticated copy of the order of the National Company Law Tribunal, Chennai ('NCLT') sanctioning this Scheme is filed with the Registrar of Companies, Chennai by the Transferor Company and the Transferee Company.

1.5. 'Government' means any applicable Central, State Government or local body, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board

TRIL Infopark Limited
V.Vij Kumar
Director / Authorised Signatory

Infopark Properties Limited
V.Vij Kumar
Authorised Signatory

(including Tamil Nadu Real Estate Regulatory Authority i.e TNRERA and Board of Approval i.e BOA on special economic zones i.e SEZs, Unit Approval Committee under the SEZ Act, 2005), Tamil Nadu Industrial Development Corporation , bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction over the territory of India.

- 1.6. **'NCLT'** means the National Company Law Tribunal, Chennai Bench having jurisdiction over TIL and IPL for the purpose of approving any scheme of compromises, arrangement and merger of companies under Sections 230 to 232 and other applicable sections of the Companies Act, 2013.
- 1.7. **'Scheme of Merger by absorption or 'Scheme' or 'the Scheme' or 'this Scheme' or 'Scheme of Amalgamation'** means this Scheme of Merger by absorption in its present form with any modification(s) made under Clause 16 of Part C of this Scheme as approved or directed by the NCLT.
- 1.8. **'Transferor Company'** means 'TRIL INFOPARK LIMITED' or 'TIL' bearing CIN U45200TN2008PLC066931.
- 1.9. **'Transferee Company'** means 'INFOPARK PROPERTIES LIMITED' or 'IPL' bearing CIN U70109TN2021PLC147646.
- 1.10. **'Undertaking of Transferor Company'** means and includes the whole of the undertaking and entire business of the respective Transferor Company on a going concern including:
- a) All the assets and properties, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but not limited to land and building

TRIL Infopark Limited
V. Vijay Kumar
Director / Authorised Signatory

Infopark Properties Limited
V. Vijay Kumar
Authorised Signatory

(freehold or leasehold), all plant and machinery, fixed assets, work in progress, current assets, reserves, provisions, funds, owned, leased, licenses, registrations, certificates, permissions, consents, approvals from state, central, municipal or any other authority for the time being in force, concessions, remissions, remedies, subsidies, guarantees, bonds, rights and licenses, tenancy rights, premises, hire purchase, lending arrangements, benefits of security arrangements, security contracts, computers, insurance policies, office equipment, telephones, telexes, facsimile connections, communication facilities, equipment and installations and utilities, electricity, water and other service connections, contracts and arrangements, technology/ technical agreements, powers, authorities, permits, allotments, privileges, liberties, advantages, easements and all the right, title, interest, goodwill, non-compete fee, benefit and advantage, deposits including security deposits, reserves, preliminary expenses, provisions, advances, receivables, deposits, funds, cash, bank balances, accounts and all other rights, benefits of all agreements, subsidies, grants, incentives, tax and other credits (including but not limited to credits in respect of income-tax, minimum alternate tax i.e. tax on book profits, tax deducted at source, tax collected at source, value added tax, central sales tax, sales tax, CENVAT, excise duty, service tax, goods and service tax etc.), all losses (including but not limited to brought forward tax losses, tax unabsorbed

TRIL Infopark Limited

V. Vijay Kumar

Director / Authorised Signatory

Infopark Properties Limited

V. Vijay Kumar

Authorised Signatory

depreciation, brought forward book losses, unabsorbed depreciation as per books), tax benefits and other claims and powers, all books of accounts, documents and records of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Company as on the Appointed Date;

- b) All intellectual property rights including patents, designs, copyrights, trademarks, brands (whether registered or otherwise), records, files, papers, computer programs, manuals, data, catalogues, sales material, lists of customers and suppliers, other customer information and all other records and documents relating to the Transferor Company business activities and operations;
- c) All powers, authorities, allotments, approvals, consents, rights, licenses, FSI, TDR, permits, quotas, subsidies and incentives, registrations, contracts, engagements, liberties, arrangements, rights, titles, interests, benefits and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession, and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company, including but not limited to any commercial rights of any nature whatsoever and licenses in respect thereof, privileges, liberties, easements, advantages benefits, leases, tenancy rights, leasehold rights, ownership flats, easements, authorisations, rights and benefits of all agreements, goodwill, receivables, benefits of any deposits, including any

TRIL Infopark Limited
V. V. Jay Kumar
Director / Authorized Signatory

Infopark Properties Limited
V. V. Jay Kumar
Authorized Signatory

direct tax, indirect tax, including any advance tax paid, refund receivable, credit for minimum alternate tax, credit for input tax, /service tax/CENVAT credit/CGST, SGST, IGST, tax deducted in respect of any income received, exemptions, benefits, concessions, incentives, right to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity and electronic and other services, reserves, provisions, funds, benefits of all agreements, contracts and arrangements letters of intent, memorandum of understanding, expressions of interest whether under agreement or otherwise and all other interests belonging to or in ownership, power or passion or in control of or vested in or granted in favour of or enjoyed by the Transferor Company.

- d) Right to any claim not preferred or made by the Transferor Company in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Company and any interest thereon, with regard to any law, act or rule or Scheme made by the Government, and in respect of set-off, carry forward of unabsorbed losses and/ or unabsorbed depreciation, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, etc. under the Income-tax Act, 1961, or taxation laws of other countries, or any other or like benefits under the said statute(s) or under and in accordance with any law or statute, whether in India or anywhere outside India;

TRIL Infopark Limited

V. Vijay Kumar
Director / Authorized Signatory

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Authorized Signatory

- e) All debts (secured and unsecured) and debt securities, convertible or non convertible instruments and whether listed or not, liabilities including contingent liabilities (past present or future) and litigations, duties, leases of the Transferor Company and all other obligations of whatsoever kind, nature and description. Provided that, any reference in the security documents or arrangements entered into by the Transferor Company and under which, the assets of the Transferor Company stand offered as a security, for any financial assistance or obligation, the said reference shall be construed as a reference to the assets pertaining those Transferor Company only as are vested in Transferee Company by virtue of the Scheme and the Scheme shall not operate to enlarge security for any loan, deposit or facility created by Transferor Company which shall vest in Transferee Company by virtue of the Scheme and Transferee Company shall not be obliged to create any further or additional security thereof after the Scheme has become effective;
- f) All other obligations of whatsoever kind, including liabilities of the Transferor Company with regard to their employees with respect to the payment of gratuity, pension benefits and the provident fund or compensation, if any, in the event of resignation, death, voluntary retirement or retrenchment; and
- g) All employees, as on the Effective Date, engaged by the Transferor Company.

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It is intended that the definition of Undertaking of the Transferor Company under this clause will enable the transfer of all property, assets, rights, duties, obligations, entitlements, benefits, employees and liabilities of Transferor Company into Transferee Company pursuant to this Scheme.

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning as prescribed to them under the Companies Act 2013, the Income-Tax Act, 1961, or any other applicable laws, rules, regulations, bye laws, as the case may be, including any statutory modification or re-enactment thereof from time to time.

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the NCLT, unless otherwise specified in the Scheme, shall be effective from the Appointed Date but shall be operative from the Effective Date. Therefore, for all regulatory and tax purposes, the merger would have been deemed to be effective from the Appointed Date of this Scheme.

3. SHARE CAPITAL

3.1. The authorized, issued, subscribed and paid-up share capital of the Transferor Company (TIL) as on 31st August 2022 is as under:

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Particulars	Amount (In Rs)
<u>Authorised Share Capital</u>	
2,000,000,000 Equity Shares of Rs. 10/- each	20,000,000,000
TOTAL	20,000,000,000
<u>Issued, Subscribed and Paid-up Share Capital</u>	
1,300,000,000 Equity Shares of Rs. 10/- each	13,000,000,000
TOTAL	13,000,000,000

3.2. The authorized, issued, subscribed and paid-up share capital of Transferee Company (IPL) as on 31st August, 2022 is as under:

Particulars	Amount (In Rs)
<u>Authorised Share Capital</u>	
9,00,00,000 Equity shares of Rs. 10 /- each	90,00,00,000
1,00,00,000 Compulsory Convertible Preference shares of Rs. 10 /- each	10,00,00,000
TOTAL	100,00,00,000
<u>Issued, Subscribed and Paid-up Share Capital</u>	
74,665,606 Equity shares of Rs. 10 /- each	746,656,060
588,235 Compulsory Convertible Preference shares of Rs. 10/- each	5,882,350
TOTAL	752,538,410

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PART B
MERGER BY ABSORPTION OF THE TRANSFEROR COMPANY WITH
THE TRANSFEREE COMPANY

1. TRANSFER AND VESTING OF THE Transferor Company INTO THE TRANSFEREE COMPANY

- 1.1. Subject to the provisions of this Scheme in relation to modalities of Merger by Absorption, upon the Effective Date and with effect from the Appointed Date, the Transferor Company including with the Undertaking of the Transferor Company, altogether with all its present and future properties, assets, investments, rights, obligations, liabilities, litigations, contingent liabilities (past, present or future), benefits and interest therein, whether known or unknown, shall amalgamate into and with Transferee Company, and all the present and future properties, assets, liabilities, investments, rights, obligations, liabilities, benefits and interest of the Transferor Company shall become the property of, and integral part of, the Transferee Company subject to the charges and encumbrances (to the extent they are outstanding on the Effective Date), if any, created by Transferor Company on their properties and assets in favour of lenders, as going concern, by operation of law pursuant to the vesting order of National Company Law Tribunal sanctioning this Scheme, without any further act or deed required by either of the above, in particular, the Transferor Company shall stand amalgamated into and with the Transferee Company, in the manner described in sub-paragraph (a) to (o):

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- a) With effect from the Appointed Date, all assets and liabilities of whatsoever nature and wheresoever situated, shall, under the provisions of Section 230 to Section 232 and all other applicable provisions, if any, of the Act, without any further act or deed (save as provided in Sub-clauses (b),(c), (d) and (e) below), be transferred to and vested in and/ or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become as from the Appointed Date the Undertaking of Transferor Company and to vest in the Transferee Company with all the rights, title, interest or obligations therein;
- b) Provided that for the purpose of giving effect to the vesting order passed under Section 232 in respect of this Scheme, the Transferee Company shall be entitled to get effected the change in the title and the appurtenant legal right(s) upon the vesting of such properties in accordance with the provisions of the Act, at the office of the respective concerned authority, where any such property is situated;
- c) The mutation of the ownership or title, or interest in the immovable properties if any in favor of the Transferee Company shall be made and duly recorded by the appropriate authorities pursuant to the sanction of this Scheme and it becoming effective in accordance with the terms of thereof and subject to requisite approvals from the appropriate authorities as may be required under law or under any contract entered into with them;
- d) All the movable assets including cash in hand, if any, capable of passing by actual delivery or constructive delivery or by endorsement and delivery, shall be so delivered or endorsed and

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delivered, as the case may be, to the Transferee Company, to the end and intent that the ownership and property therein passes to the Transferee Company on such handing over in pursuance of the provisions of Section 232 of the Act (as an integral part of the Undertaking of Transferor Company). The plant and machinery, which are fastened to land and/or buildings continue to remain movable properties inter alia because the said plant and machinery are fastened to land and/or buildings are only with a view to have better enjoyment of the movable properties and are not permanently fastened to the land and/or buildings.

- e) In respect of all movables, other than those specified in sub-clause (d) above, including trade receivables, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, local and other authorities and bodies, customers and other persons, the same shall, without any further act, instrument or deed, be transferred to and stand vested in and/or be deemed to be transferred to and stand vested in the Transferee Company under the provisions of the Act.
- f) In relation to the assets, properties and rights including rights arising from contracts, deeds, instruments and agreements, if any, which require separate documents of transfer including documents for attornment or endorsement, as the case may be, the Transferee Company will execute the necessary documents of transfer including documents for attornment or endorsement, as the case may be, as and when required or will enter into a novation agreement.

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- g) All debts, liabilities (including deferred tax liability), duties, guarantees, indemnities 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 shall also, under the provisions of the Act, without any further act or deed, be transferred to or be deemed to be transferred to the Transferee Company on the same terms and conditions, as applicable, so as to become as from the Appointed Date the debts, liabilities, duties, guarantees, indemnities and obligations of the Transferee Company 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, duties, guarantees, indemnities and obligations have arisen, in order to give effect to the provisions of this sub-clause.
- h) Without prejudice to the foregoing provisions of this Section, upon the coming into effect of the Scheme, all debt securities of the Transferor Company shall, pursuant to the provisions of Sections 230-232 and other relevant provisions of the Act, without any further act, instrument or deed, become the debt securities of the Transferee Company on the same terms and conditions except to the extent modified under the provisions of this Scheme and all rights, powers, duties and obligations in relation thereto shall be and stand transferred to and vested in or be deemed to have been transferred to and vested in and shall be exercised by or against the Transferee Company as if it was the issuer of such debt securities, so transferred and vested. If the debt securities (including the Non convertible debentures) are listed on any stock

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exchange, the same shall, subject to applicable law and regulations, be listed and/or admitted to trading on the relevant stock exchanges in India where the debt securities were listed and/or admitted to trading, on the same terms and conditions, subject to the requirements, if any, imposed by the Stock Exchanges, unless otherwise modified in accordance with applicable law. It is also clarified that where any of the debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations of the Transferor Company as on the Appointed Date deemed to be transferred to the Transferee Company have been discharged by Transferor Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company.

- i) However, the Transferee Company may, at any time, after the coming into effect of this Scheme in accordance hereof, if so required, under any law or otherwise, execute deeds of confirmation in favor of the creditors, or lenders, as the case may be, or in favor of any other party to the contract or arrangement to which the Transferor Company are a party or any writing, as may be necessary, in order to give formal effect to the provisions mentioned herein. The Transferee Company shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Company as well as to implement and carry out all such formalities and compliances referred to above.

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- j) The transfer and vesting of the Undertaking of the Transferor Company as aforesaid shall be subject to the existing securities, charges and mortgages, if any, subsisting, over or in respect of the property and assets or any part thereof of the Transferor Company.

Provided however, that any reference in any security documents or arrangements (to which Transferor Company are a party) pertaining to the assets of the Transferor Company offered or agreed to be offered as security for any financial assistance or obligations, shall be construed as reference only to such assets, as are offered or agreed to be offered as security, pertaining to the Transferor Company as is vested in the Transferee Company by virtue of the aforesaid clauses, to the end and intent that such security, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of the Transferor Company or any of the assets of the Transferee Company. Further, the filing of the certified copy of the order of the NCLT sanctioning this Scheme with the relevant Registrar of Companies, Chennai shall be deemed to be sufficient for creating or modifying the charges in favour of the secured creditors, if any, of the Transferor Company, as required as per the provisions of this Scheme.

- k) All existing and future incentives, unavailed credits and exemptions, benefit of carried forward losses, refunds available and other statutory benefits, including in respect of income tax (including tax deducted at source and advance tax), minimum alternate tax, excise (including MODVAT/ CENVAT), customs,

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VAT, sales tax, service tax (including input credit), goods and service tax etc. which Transferor Company are entitled to shall be available to and vest in Transferee Company.

- l) In so far as the various incentives, subsidies, special status and other benefits or privileges enjoyed (including minimum alternate tax, sales tax, excise duty, custom duty, service tax, value added tax, goods and service tax and other incentives), granted by any Government body, local authority or by any other person and availed of by the Transferor Company, the same shall vest with and be available to the Transferee Company on the same terms and conditions as presently available to the Transferor Company.
- m) Further no stamp duty shall be payable on the transfer of the immovable properties located in the SEZ on account of specific exemption.
- n) Upon coming into effect of this Scheme and till such time that the names of the bank accounts of the Transferor Company are replaced with that of the Transferee Company, the Transferee Company (through its authorised representatives) shall be entitled to operate the bank account of the Transferor Company, in their names, in so far as may be necessary.
- o) With effect from the Appointed Date, all permits, quotas, rights, entitlements, tenancies and licenses relating to brands, trademarks, patents, copy rights, privileges, powers, facilities of every kind and description of whatsoever nature in relation to the Undertaking of the Transferor Company and which are subsisting or having effect immediately before the Appointed Date, shall be and remain in full force and effect in favor of the Transferee

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Company and may be enforced fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a beneficiary or obligee thereto.

- p) With effect from the Appointed Date, any statutory licenses, permissions, approvals and/ or consents held by the Transferor Company as required to carry on its operations shall stand vested in, or transferred to, the Transferee Company without any further act or deed and shall be appropriately mutated by the statutory authorities or any other person concerned therewith in favor of the Transferee Company. The benefit of all statutory and regulatory permissions, licenses, environmental approvals and consents including the statutory licenses, permissions or approvals or consents required to carry on the operations of the Transferor Company shall vest in, and become available to, the Transferee Company upon the Scheme coming into effect.

- 1.2. All registrations, benefits, incentives, exemptions etc. which the Transferor Company are eligible for and / or which are actually availed by the Transferor Company will be transferred to the Transferee Company upon the Transferee Company intimating the concerned authority or undertaking the necessary actions for the transfer and / or the Board of Directors of the Transferee Company will be authorized to seek approval or enter into agreement with the concerned authority and /or undertake such other activity as is necessary for being eligible for such registrations, benefits, incentives, exemptions, etc. as were availed by the Transferor Company.

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1.3. The Transferee Company, under the provisions of this Scheme, is hereby authorized or be deemed to be authorized to execute all and any writings on behalf of the Transferor Company, to implement and carry out all formalities and compliances in relation to the above mentioned clause(s), if required.

2. CONSIDERATION

2.1. Upon coming into effect of the Scheme, and in consideration for the transfer of and vesting of the properties, assets, liabilities and Undertaking of the Transferor Company in the Transferee Company in terms of this Scheme;

(i) the Transferee Company shall without any further act or deed, issue and allot 1 (one) fully paid equity share of Rs. 10/- each for every 1 (one) equity shares of Rs. 10/- each held in the Transferor Company to the respective shareholders (other than the Transferee Company) of the Transferor Company, holding fully paid-up equity shares and whose names appear in the Register of Members of the Transferor Company on the Effective Date or to such of their respective heirs, executors, administrators, assignees, or other legal representatives or other successors in title as may be recognized by the Board of Directors of the Transferor Company.

2.2. Any fraction arising out of allotment of equity shares as per Clause 2.1 above shall be rounded off to the nearest integer such that the shareholders of the Transferor Company (other than the Transferee Company) receives at least one share in the

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- Transferee Company in order to protect the interest of the said shareholder and honour his entitlement.
- 2.3. The equity shares issued and allotted pursuant to Clause 2.2, shall be subject to the Memorandum and Articles of Association of the Transferee Company and would be with rights attached thereto.
- 2.4. The Transferee Company shall, if and to the extent required, apply for and obtain any approvals from the relevant authorities for the issue and allotment by the Transferee Company of equity shares to the equity shareholders of the Transferor Company pursuant to the Scheme.
- 2.5. The equity shareholders of the Transferor Company, to whom the equity shares are to be issued by the Transferee Company pursuant to Clauses 2.1 above, shall be issued these shares in dematerialized form.
- 2.6. The Transferee Company shall, if and to the extent required, increase and / or reclassify its Authorized share capital to facilitate issue of equity shares under this Scheme.
- 2.7. The issue and allotment of equity shares in the Transferee Company to the equity shareholders of the Transferor Company as provided in the Scheme, shall be deemed to have been carried out as if the procedure laid down under Section 62 of the Companies Act, 2013 and any other applicable provisions of the Act or any amendments thereto were duly complied with.

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2.8. As regards the shares to the extent held by the Transferee Company in the Transferor Company, they shall stand cancelled without any further act or deed and no equity shares shall be issued pursuant to the Scheme in this regard.

3. ACCOUNTING TREATMENT

Upon coming into effect of this Scheme and with effect from the Appointed Date, the Transferee Company, being an entity transitioned to joint control, shall account for amalgamation of the Transferor Company in its books of accounts in the following manner, in compliance with the Indian Accounting Standards as applicable, and notified under Section 133 of the 2013 Act, read with Rule 7 of the Companies (Accounts) Rules 2014 (as amended) and other generally accepted accounting principles in India.

3.1. All the assets, reserves and liabilities (including deferred tax impact, if any) of the Transferor Company and vested in the Transferee Company pursuant to the Scheme shall be recorded in the books of the Transferee Company at their respective carrying values as appearing in the books of Transferor Company, as on the Appointed Date.

3.2. The investments in equity share capital of Transferor Company in the financial statements of the Transferee Company shall stand cancelled since the Transferor Company is a subsidiary of the Transferee Company with 99.99% shareholding. Further, the

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Transferee Company shall issue and allot 1 (one) equity share of Rs. 10 each for every 1 (one) share held by the shareholders (other than the Transferee Company as the Transferee Company holds 99.99% equity share capital of the Transferor Company) of the Transferor Company. The Transferee company shall credit to its share capital account, the aggregate face value of the new shares issued by it pursuant to this Scheme.

3.3. Inter-company holdings and balances, if any, between the Transferee Company and the Transferor Company shall stand cancelled. Any inter-company balance(s) and inter-company investments, debts, borrowings (secured or unsecured), if any between the Transferor Company and the Transferee Company shall stand cancelled and corresponding effect shall be given in the books of account and the records of Transferee Company for the reduction of any assets or liabilities, as the case may be. There would be no accrual of interest or other charges and there shall be no obligation/outstanding in that behalf in respect of any such intercompany loans, debt, securities or balances with effect from the Appointed Date.

3.4. Upon the Scheme coming into effect, the surplus/deficit, if any, of the net asset value of assets, liabilities and reserves of the Transferor Company acquired and recorded by the Transferee Company in terms of clause 3.1 over the sum of (a) the face value of new shares on Amalgamation issued and allotted pursuant to clause 3.2; and (b) the value of investments cancelled pursuant to clause 3.2, shall be adjusted in available "Capital Reserve

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Account" in the financial statements of the Transferee Company.
Deficit in excess of the available capital reserve balance, if any, shall be recorded to Amalgamation Deficit Account under the head "Reserves and Surplus" in the balance sheet.

3.5. In case of any difference in any of the accounting policies between the Transferor Company and the Transferee Company, the impact of the same in the merger by absorption will be quantified and adjusted in the Revenue Reserves of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policies.

4. BOOKS AND RECORDS OF TRANSFEREE COMPANY

All books, records, files, papers, engineering and process information, building plans, business plans, databases, catalogues, quotations, advertising materials, if any, lists of present and former clients and all other books and records, whether in physical or electronic form, of the Transferor Company, to the extent possible and permitted under applicable laws, be handed over by them to the Transferee Company.

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PART C
GENERAL TERMS AND CONDITIONS

5. COMPLIANCE WITH TAX LAWS

5.1. This Scheme has been drawn up to comply with the conditions as specified under Section 2(1B) of the Income-tax Act, 1961 and other relevant provisions of the Income-tax Act, 1961 involving merger as aforesaid. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section at a later date including resulting from a retrospective amendment of law or for any other reason whatsoever, till the time the Scheme becomes effective, 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 Section 2(1B) of the Income-tax Act, 1961 and other relevant provisions of the Income-tax Act, 1961.

5.2. On or after the Effective Date, the Transferee Company is expressly permitted to revise their financial statements and returns along with prescribed forms, filings and annexure under the Income-tax Act, 1961, (including for the purpose of re-computing tax on book profits and claiming other tax benefits), service tax law, goods and service tax law and other tax laws, and to claim refunds and/or credits for taxes paid, and to claim tax benefits, etc., and for matters incidental thereto, if required to give effect to the provisions of the Scheme from the Appointed Date.

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5.3. All tax assessment proceedings/ appeals of whatsoever nature by or against the Transferor Company pending and/or arising at the Appointed Date and relating to the Transferor Company shall be continued and/or enforced until the Effective Date as desired by the Transferor Company. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company.

Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the merger of the Transferor Company with the Transferee Company or anything contained in the Scheme.

5.4. Any tax liabilities under the Income-tax Act, 1961, Customs Act 1962, Service Tax laws, Goods and Service Tax Laws and other applicable State Value Added Tax laws or other applicable laws / regulations dealing with taxes / duties / levies allocable or related to the Transferor Company to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to Transferee Company. Any surplus in the provision for taxation / duties / levies account including advance tax and tax deducted at source as on the date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company.

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- 5.5. Any refund under the Income-tax Act, 1961, Customs Act 1962, Service Tax laws, Goods and Service Tax Laws and other applicable State Value Added Tax laws or other applicable laws/regulations dealing with taxes/ duties/ levies allocable or related to the Transferor Company and due to the Transferor Company consequent to the assessment made on the Transferor Company for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.
- 5.6. All taxes/ credits including income-tax, tax on book profits, credit on Minimum Alternate Tax under section 115JAA of the Income-tax Act, 1961, sales tax, excise duty, custom duty, service tax, value added tax, goods and service tax or any other direct or indirect taxes as may be applicable, etc. paid or payable by the Transferor Company in respect of the operations and/ or the profits of the undertaking before the Appointed Date, shall be on account of the Transferor Company and, in so far as it relates to the tax payment (including, without limitation, income-tax, tax on book profits, sales tax, excise duty, custom duty, service tax, value added tax, goods and service tax etc.) whether by way of deduction at source, advance tax, MAT credit or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly. Further, any tax deducted at source by the Transferor Company/ Transferee Company on payables to

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Transferee Company/ the Transferor Company respectively which has been deemed not to be accrued, shall be deemed to be advance taxes paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

- 5.7. Obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company under the Income-tax Act, 1961, service tax laws, customs law, state value added tax, Goods and Service tax laws or other applicable laws / regulations dealing with taxes/ duties / levies shall be made or deemed to have been made and duly complied with by the Transferee Company.
- 5.8. Without prejudice to the generality of the above, all benefits, incentives, losses, credits (including, without limitation income tax, tax on book profits, service tax, applicable state value added tax, goods and service tax etc.) to which the Transferor Company are entitled to in terms of applicable laws, shall be available to and vest in the Transferee Company.
- 5.9. Upon this Scheme becoming effective and from the Appointed Date, the Transferee Company is expressly permitted to revise and file its income tax returns and other statutory returns, including tax deducted at source returns, services tax returns, excise tax returns, sales tax and value added tax returns, as may be applicable and has expressly reserved the right to make such provisions in its returns and to claim refunds or credits etc. if any. Such returns may be revised and filed notwithstanding that the statutory period for such revision and filing may have lapsed.

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5.10. Filing of the certified copy of the order of the NCLT sanctioning this Scheme with the relevant Registrar of Companies, Chennai shall be deemed to be sufficient for creating or modifying the charges in favour of the secured creditors, if any, of the Transferor Company, as required as per the provisions of this Scheme.

6. CONTRACTS, DEEDS, CONSENTS AND OTHER INSTRUMENTS

6.1. Upon the coming into effect of this Scheme and subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements, instruments, licenses, engagements, certificates, permissions, consents, approvals, concessions and incentives (minimum alternative tax, sales tax, excise duty, custom duty, service tax, value added tax, goods and service tax and other incentives), remissions, remedies, subsidies, guarantees and other instruments, if any, of whatsoever nature to which the Transferor Company are a party or to the benefit of which the Transferor Company may be eligible and which have not lapsed and are subsisting or having effect on the Effective Date shall be in full force and effect against or in favor of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto.

6.2. Upon the coming into effect of this Scheme and subject to the other provisions of this Scheme, the Transferee Company may

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enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which the Transferor Company will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or if so considered necessary. The Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.

6.3. The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Government, Central Government, State Government or any other agency, department or other authorities concerned as may be necessary under law, for such consents, approvals and sanctions which the Transferee Company may require to own and operate the Undertaking of the Transferor Company.

6.4. The above shall not affect any transaction or proceedings or contracts or deeds already concluded by the Transferor Company on or before the Appointed Date and after the Appointed Date till the Effective Date. The Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of itself.

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7. LEGAL AND OTHER PROCEEDINGS

- 7.1. Upon the Scheme becoming effective, all litigations, legal and other proceedings including before any statutory or quasi-judicial authority or tribunal of whatsoever nature by or against the Transferor Company pending and/or arising at the Appointed Date shall be continued and/or enforced by or against the Transferee Company only, to the exclusion of the Transferor Company in the same manner and to the same extent as would have been continued and enforced by or against the Transferor Company.
- 7.2. Further, the aforementioned proceedings shall not abate or be discontinued nor in any way be prejudicially affected by reason of merger by way of absorption of the Transferor Company into the Transferee Company or anything contained in the Scheme.
- 7.3. On and from the Effective Date, the Transferee Company shall and may, if required, initiate any legal proceedings in relation to the Transferor Company in the same manner and to the same extent as would or might have been initiated by the Transferor Company.

8. STAFF, WORKMEN AND EMPLOYEES

- 8.1. On the Scheme coming into effect, all staff, workmen and employees (if any, including those on sabbatical / maternity leave) of the Transferor Company in service on the Effective Date shall stand transferred and vested and / or be deemed to have become staff, workmen and employees of the Transferee Company with effect from the Effective Date without any break or

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interruption in their service and on the terms and conditions not less favorable than those applicable to them with reference to the Transferor Company on the Effective Date.

8.2. It is expressly provided that, in so far as the gratuity fund, provident fund and super annuation fund (hereinafter referred as "Fund or Funds") created or existing for the benefit of the staff, workmen and employees of the Transferor Company are concerned, upon the Scheme coming into effect, the Transferor Company shall be substituted by the Transferee Company for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Fund or Funds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such Fund or Funds shall become those of the Transferee Company and all the rights, duties and benefits of the staff, workmen and employees of the Transferor Company under such Fund or Funds shall be protected, subject to the provisions of law for the time being in force. It is clarified that the services of the staff, workmen and employees of the Transferor Company will be treated as having been continuous for the purpose of the Fund or Funds and for other benefits such as long service awards.

8.3. In so far as the Fund or Funds created or existing for the benefit of the employees of the Transferor Company are concerned, upon the coming into effect of this Scheme, balances lying in the accounts of the employees of the Transferor Company in the

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Fund or Funds as on the Effective Date shall stand transferred from the respective Fund or Funds of the Transferor Company to the corresponding Fund or Funds set up by the Transferee Company.

9. SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of Undertaking of Transferor Company and/ or Undertaking of Transferor Company under Clauses on - Transfer And Vesting of Transferor Company into Transferee Company above, the effectiveness of contracts and deeds under Clause 7 - Contracts, Deeds, Consents and Other Instruments above and continuance of proceedings by or against the Transferee Company under Clause 8 - Legal and Other Proceedings above shall not affect any transaction or proceedings or contracts or deeds already concluded by the Transferor Company on or before the Appointed Date and after the Appointed Date till the Effective Date. The Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of itself.

10. BUSINESS AND PROPERTY IN TRUST FOR TRANSFEE COMPANY

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

- a) The Transferor Company shall carry on and be deemed to have carried on its business and activities and shall stand

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possessed of whole of its Undertaking of Transferor Company and Undertaking of the Transferor Company, in trust for the Transferee Company and shall account for the same to the Transferee Company.

- b) Any income or profit accruing or arising to the Transferor Company and all costs, charges, expenses and losses (including brought forward losses, book losses, etc.) or taxes (including but not limited to advance tax, tax deducted at source, minimum alternative tax, credit, taxes withheld, etc.), incurred by the Transferor Company shall for all purposes be treated as the income, profits, costs, charges, expenses and losses or taxes, as the case may be, of the Transferee Company and shall be available to the Transferee Company for being disposed off in any manner as it thinks fit.

11. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

- 11.1 With effect from the Appointed Date and up to the Effective Date, the Transferor Company shall carry on their business with reasonable diligence, business prudence and in the same manner as they have been doing hitherto in normal course
- 11.2 With effect from the Effective Date, the Transferee Company shall commence and carry on and shall be authorized to carry on the businesses carried on by the Transferor Company.
- 11.3 The Transferor Company shall continue to comply with the provisions of the Act, including those relating to preparation, presentation, circulation and filing of accounts as and when they become due for compliance.

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11.4 The Transferor Company shall not make any modification to its capital structure either by an increase (by issue of rights shares, bonus shares, convertible debentures or otherwise), decrease, reclassification, sub-division or re-organization, or in any other manner whatsoever, except by consent of the Board of Directors of Transferor Company, the Board of Directors and unanimous consent of the shareholders of the Transferee Company in accordance with its articles of association, as the case may be.

12. CONSOLIDATION OF AUTHORISED SHARE CAPITAL AND AMENDMENT OF MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE TRANSFEEE COMPANY

12.1 Upon this Scheme becoming effective, the aggregate of authorized share capital of Transferor Company, as mentioned in clause 3.1 of Part A i.e. Rs. 20,000,000,000/- shall be added to the Authorized Share Capital of the Transferee Company and the Transferee Company shall accordingly increase its authorized share capital and reclassify the shares into equity shares and/or preference shares of the Transferee Company as on the effective date, without any further act or deed and without any further payment of the stamp duty or the registration fees and accordingly Clause V of the Memorandum of Association (MOA) and clause 2 of Articles of Association (AOA) of the Transferee Company (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended.

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- 12.1. Pursuant to the scheme, the Transferee company shall file the requisite forms with the Registrar of Companies for Alteration of MOA and AOA and increase and/or reclassification of its Authorised Share Capital.
- 12.2. Upon the Scheme becoming effective, in order to enable the Transferee Company to carry on the business activities of the Transferee Company, relevant object clause of the Transferor Company's Memorandum of Association which is not found / present in the Transferee Company's Memorandum of Association, shall be added to the existing main objects of the Transferee Company as clause in its Memorandum of Association to facilitate the Transferee Company to carry on the business of the Transferor Company pursuant to the amalgamation.
- 12.3. Pursuant immediately to the increase of authorized share capital and the addition of main objects as envisaged above, the Memorandum of Association / Articles of Association of Transferee Company shall automatically stand amended and altered accordingly.
- 12.4. Under the accepted principle of Single Window Clearance, it is hereby provided that the above referred amendment in the MOA and AOA of the Transferee Company, viz. Change in the Authorised Share Capital Clause and Change in Object Clause shall become operative on the scheme being effective by virtue of the fact that the Shareholders of the Transferee Company, while approving the scheme as a whole, have also resolved and

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accorded the relevant consents as required respectively under Section 13, 14, 61 and 230-232 of the Companies Act, 2013 or any other provisions of the Act and shall not be required to pass separate resolutions as required under the Act.

12.5. It is clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent/approval to the increase and/or reclassification to the Authorised Share Capital and Change in Object Clause and consequently, alteration of the above to the MOA and AOA of the Transferee Company as may be required under the Act.

13. DIVIDENDS AND PROFITS

13.1. The Transferor Company and the Transferee Company shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period prior to the Effective Date.

13.2. It is clarified, however, that the aforesaid provisions in respect of declaration of dividend are enabling provisions only and shall not be deemed to confer any right on any member of the Transferor Company to demand or claim any dividend which subject to the provisions of the Act, shall be entirely at the discretion of the Board of Directors and subject, wherever necessary, to the approval of the shareholders of the Transferee Company.

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14. DISSOLUTION OF THE TRANSFEROR COMPANY

- 14.1. Pursuant to the Effective Date, the Transferor Company shall, without any further act or deed, matter or thing, stand dissolved without winding up.
- 14.2. Even after the Scheme becomes effective, the Transferee Company shall be entitled to operate all bank accounts relating to Transferor Company and realize all the monies and complete and enforce all pending contracts and transactions in the name of Transferor Company insofar as may be necessary until the transfer and vesting of rights and obligation of Transferor Company to the Transferee Company under this Scheme is formally effected by the parties concerned.

15. APPLICATIONS TO THE NCLT OR SUCH OTHER APPROPRIATE AUTHORITY

- 15.1. The Transferor Company and the Transferee Company shall, with all reasonable dispatch, make Applications to the NCLT or such other appropriate authority under Sections 230 of the Act, seeking orders for dispensing with or convening, holding and conducting of the meetings of the respective classes of the shareholders of the Transferor Company and the Transferee Company as may be directed by the NCLT or such other appropriate authority.
- 15.2. On the Scheme being agreed to by the requisite majorities of the classes of the shareholders and of the Transferor Company and the Transferee Company, whether at a meeting or otherwise, as prescribed under law and / or as directed by the NCLT or such

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other appropriate authority, the Transferor Company and the Transferee Company shall, with all reasonable dispatch, apply to the NCLT or such other appropriate authority for sanctioning the Scheme under Sections 230 to 232 of the Act, and for such other order or orders, as the said NCLT or such other appropriate authority may deem fit for carrying this Scheme into effect and for dissolution of the Transferor Company without winding-up.

16. MODIFICATIONS / AMENDMENTS TO THE SCHEME

16.1. The Transferor Company and the Transferee Company, through unanimous approval by their Board of Directors and unanimous approval of the shareholders of the Transferee Company may consent on behalf of all persons concerned, to any modifications or amendments of this Scheme or to any conditions which the NCLT and/or any other authorities under law may deem fit to approve of or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise in carrying out this Scheme and do all acts, deeds and things as may be necessary, desirable or expedient for putting this Scheme into effect, including but not limited to withdrawal of the Scheme before the Scheme is approved by the NCLT.

16.2. For the purpose of giving effect to this Scheme or to any modification, amendment or condition thereof, the Board of Directors of the Transferee Company are authorized to give such directions and/or to take such step as may be necessary or

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desirable including any directions for settling any question or doubt or difficulty whatsoever that may arise.

17. CONDITIONALITIES TO THE SCHEME

17.1. This Scheme is conditional upon and subject to:

- a) The approval of the Scheme by the requisite majority of the shareholders and creditors of the Transferor Company and the Transferee Company, unless the meeting of the shareholders and creditors of either or all the companies is dispensed with by the order of the NCLT; and
- b) Sanctions under the provisions of Sections 230 and 232 of the Act and the necessary orders of NCLT under Section 232 of the Act being obtained and filed with the Registrar of Companies, Chennai.
- c) Any other approval required from Government authorities under applicable laws or as may be applicable as per the terms and conditions separately entered with them (including Tamil Nadu Real Estate Regulatory Authority i.e TNRERA and Board of Approval i.e BOA on special economic zones i.e SEZs, Unit Approval Committee under the SEZ Act, 2005) and Tamil Nadu Industrial Development Corporation.

18. EFFECT OF NON RECEIPT OF APPROVALS / SANCTIONS AND / OR REVOCATION OF THE SCHEME

18.1. In the event of necessary sanctions and approvals not being obtained and/or complied with and/or satisfied and/or this Scheme not being sanctioned by the NCLT and/or order or orders

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not being passed by such date as may be mutually agreed upon by the respective Board of Directors of the Transferor Company and the Transferee Company and unanimously approved by the shareholders of the Transferee Company, this Scheme shall stand revoked, cancelled and be of no effect.

18.2. In the event of revocation under Clause 18.1 above, no rights and liabilities whatsoever shall accrue to or be incurred inter se the Transferor Company and the Transferee Company or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the Applicable law and in such case, each Company shall bear its own costs unless otherwise mutually agreed.

18.3. The Board of Directors of the Transferor Company and the Transferee Company (with the unanimous consent of the shareholders of the Transferee Company) shall be entitled to withdraw this Scheme anytime prior to the Effective Date.

18.4. Further, the Board of Directors of the Transferor Company and the Transferee Company (with the unanimous consent of the shareholders of the Transferee Company) shall be entitled to revoke, cancel and declare the Scheme of no effect if the Board of Directors of the Transferor Company and the Transferee Company are of view that the coming into effect of the Scheme in terms of the provisions of this Scheme or filing of the drawn up

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orders with any authority could have an adverse implication(s) on all or any of the Transferor Company or the Transferee Company.

- 18.5. If any part of this Scheme hereof is invalid, ruled illegal by any NCLT of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Transferor Company and the Transferee Company that such part shall be severable from the remainder of the Scheme. Further, if the deletion of such part of this Scheme may cause this Scheme to become materially adverse to the any of the Transferor Company and /or the Transferee Company, then in such case the Transferor Company and /or the Transferee Company shall attempt to bring about a modification in the Scheme, as will best preserve for the Transferor Company and the Transferee Company the benefits and obligations of the Scheme, including but not limited to such part.

19. REMOVAL OF DIFFICULTIES

The Transferor Company and the Transferee Company may, through mutual consent and acting through the respective Board of Directors (along with the unanimous consent of the shareholders of the Transferee Company), agree to take steps, as may be necessary, desirable or proper, to resolve all doubts, difficulties or questions, whether by reason of any orders of the National Company Law Tribunal or any directives or orders of any governmental authorities or otherwise arising out of, under or by the virtue of this scheme in relation to the arrangement contemplated in this scheme and / or matters concerning or connected therewith.

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20. SEVERABILITY

If any part of this scheme is invalid, ruled illegal by any court / governmental authority, or unenforceable under present or future laws, then it is the intention of the Transferee Company and the Transferor Company that such part shall be severable from the remainder of this scheme and this scheme shall not be affected thereby, unless the deletion of such part shall cause this scheme to become materially adverse to either the Transferee Company or any of the Transferor Company, in which case the Transferee Company and Transferor Company may, through mutual consent and acting through their respective Board of Directors (alongwith the unanimous consent of the shareholders of the Transferee Company), attempt to bring about appropriate modification to this scheme, as will best preserve for each of them, the benefits and obligation of this scheme, including but not limited to such part.

21. REPEAL AND SAVINGS

21.1. The Transfer of assets, liabilities and business to, and the continuance of proceedings by or against, the Transferee Company as envisaged in this scheme shall not affect any transaction or proceedings already concluded by the Transferor Company or the Transferee Company on or before the Effective Date, to the end and intend that the Transferee Company shall be automatically deemed to accept and adopt all such acts, deed and things done or executed by Transferor Company.

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22. COSTS, CHARGES AND EXPENSES

22.1. All taxes including duties (including the adjudication charges/ fees and stamp duty, if any, applicable in relation to this Scheme), levies and all other similar expenses, if any (save as expressly otherwise agreed) of the Transferor Company and the Transferee Company arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne and paid by the Transferee Company.

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