



Corporate Office

Redington (India) Limited

"Redington House" Centre Point
Plot Nos. 8 & 11 (SP)
Thiru. V. Ka Industrial Estate,
Gandiy, Chennai- 600032.
Board No : + 91 - 44 - 42243353
Fax No : + 91 - 44 - 22253799
CIN : L52599TN1961PLC026768

15th April 2016

To,

The General Manager,
Department of Corporate Services,
National Stock Exchange of India Ltd.,
Exchange Plaza, C-1, Block G,
Bandra Kurla Complex,
Bandra (E)
Mumbai - 400 051

Dear Sir,

Sub: Approval for scheme of Arrangement (Merger) of Nook Micro Distribution Limited with Redington (India) Limited

Ref: Our Application dated 26th August 2015 under Clause 24(f) of the listing agreement and your observation letter Ref No. NSE/LIST/46036 dated 12th October 2015

This has reference to the aforesaid observation letter on the draft scheme of Arrangement (Merger) of Nook Micro Distribution Limited with Redington (India) Limited.

In this connection, we would like to inform you that the Honourable High Court of Madras has sanctioned the scheme of Arrangement (Merger) of Nook Micro Distribution Limited (transferor company) with Redington (India) Limited (transferee company). The order of High Court dated 11th March 2016 has been made effective on 15th April 2016 (being the date of filing the order of High Court with the Registrar of Companies, Chennai) with the Appointed Date being 1st April 2015.

In Compliance with the Observation letter, we submit herewith the following:

S.No	Particulars	Remarks
1	Copy of High Court approved Scheme	Attached
2	Result of voting by shareholders for approving the scheme	Not Applicable (Since SEBI Circular No. CIR/CDF/DIL/8/2013 dispenses with the requirement of Shareholder's approval through postal ballot or e-voting in the case of Wholly Owned Subsidiary).





3	Statement explaining changes, if any, and reasons for such changes carried out in the approved scheme viz-a-viz the draft scheme	There are no changes between the Court approved scheme and the draft scheme filed with you.
4	Status of compliance with the Observation letter/s of Stock Exchanges	Complied with
5	The application seeking exemption from Rule 19(2)(b) of SCRR, 1957, wherever applicable	Not Applicable
6	Compliance Report as per Annexure II of SEBI Circular CIR/CDF/DIL/S/2013	Attached

Request you to kindly take the above information on record and acknowledge the same.

Date: 15th April 2016
Place: Chennai

For Redington (India) Limited


M. Muthukumarasamy
Company Secretary

IN THE HIGH COURT OF JUDICATURE AT MADRAS
(ORIGINAL JURISDICTION)

Friday, the 11th day of March, 2016

THE HON'BLE MR.JUSTICE K.RAVICHANDRABAABU
COMP.PETN.NO.11 OF 2016

In the matter of the Companies Act, 1956 (1 of 1956)
and

In the matter of Section 391 and 394 of the
Companies Act, 1956

and

In the matter of Scheme of Arrangement (Merger) of Nook
Micro Distribution Limited with Redington (India) Limited

Nook Micro Distribution Limited,
a Company incorporated under the
Companies Act, 1956, having its
Registered Office at SPL Guindy
House, 95, Mount Road, Chennai-600032,
represented by its Director,
Mr.E.H.Kasturi Rangan .. Petitioner/Transferor Company

Vs.

Redington (India) Limited,
a Company incorporated under the
Companies Act, 1956, having its
Registered Office at SPL Guindy
House, 95, Mount Road, Chennai-600 032,
represented by its Whole Time Director,
Mr.M.Raghunandan .. Transferee Company

The Company Petitioner praying this Court

- a) That the Scheme of Arrangement (Merger) of Nook Micro Distribution Limited with Redington (India) Limited be sanctioned by the Hon'ble High Court with effect from 1st April 2015 so as to be binding on all the shareholders and creditors of the Petitioner Company namely, Nook Micro Distribution Limited and on the said Petitioner Company; and
- b) That the Petitioner Company namely, Nook Micro Distribution Limited be dissolved without winding up.

The Company Petition coming on this day before this Court for hearing in the presence of Mr.Subbaraya Aiyar, Advocate, for the petitioner herein and of

Mr.G.Venkatesan, Senior Central Government Standing Counsel appearing for Regional Director, Southern Region, Ministry of Company Affairs, Chennai, and of Mr.P.Atchutha Remeish, Official Liquidator, High Court, Madras, and upon reading the Petition and the affidavit of S.B.Gautam, Regional Director, Southern Region, Ministry of Company Affairs, Chennai, and the advertisements of the company petitions having been made in one issue of English Daily News Paper viz., "The Business Standard" dated 10/2/2016 and in one issue of Tamil Daily News Paper viz., "Makkal Kural" dated 10/2/2016 (both Chennai Editions) and this Court having dispensed with the convening, holding and conducting of meeting of the equity shareholders of the Applicant companies by an order dated 20.11.2015 made in C.A.Nos.1155&1156/2015 and the Official Liquidator having filed a report stating

> that the examination of the records of the transferor Company with the Registrar of Companies shows no adverse objection affecting the interest of the Company or its members or creditors or prejudicial to the public interest was noticed.

> that the business of the transferor Company has not been carried on with intend to defraud or any other purpose or for any fraudulent purpose attracting the provisions of Section 542 of the Companies Act.

and

the Regional Director having filed and an affidavit stating

> that the scheme of amalgamation filed with the petition have been examined and it has been decided not to make any objection to the scheme;

and

this COURT having perused the Scheme filed in the company petition, wherein it is stated that there is no objectionable feature in the scheme of arrangement (merger) which is detrimental either to the employees of the transferor company or of the transferee company and is not violative of any statutory provisions and is fair, just, sound and is not against any public policy or public interest and that no proceedings are pending under Sections 231 to 237 of the Companies Act, 1956 and as all the statutory provisions are complied with,

This COURT doth hereby sanction the Scheme of Arrangement (Merger) annexed herewith with effect from 1/4/2015 and declare the same to be binding on all the shareholders and creditors of the petitioner company and on the said petitioner company and this COURT doth further order as follows:

(1) That, the Petitioner Company herein, do file with the Registrar of Companies, Chennai, a certified copy of the order within 30 days from this date.

(2) That, the parties to the Scheme of Arrangement (Merger) or any other person interested shall be at liberty to apply to this COURT for directions that may be necessary in regard for carrying out this Scheme of Arrangement (Merger) annexed herewith.

(3) That the transferor company viz., Nook Micro Distribution Limited, shall stand dissolved without winding up.

(4) That the learned Central Government Standing Counsel appearing for the Regional Director shall be paid a sum of Rs.10,000/- (Rupees ten thousand only) from the Transferor Company.

ANNEXURE:

-4-

CP 11 / 16

SCHEME OF ARRANGEMENT (MERGER)

BETWEEN

NOOK MICRO DISTRIBUTION LIMITED

("Transferor Company")

WITH

REDINGTON (INDIA) LIMITED

("Transferee Company")

AND

THEIR RESPECTIVE SHAREHOLDERS

(Under the provisions of Section 391 to 394 of the Companies Act, 1956)

I. PREAMBLE

A. Purpose of the Scheme

This Scheme of Arrangement (Merger) is presented under Sections 391 to 394 of the Companies Act, 1956 as amended and the corresponding provisions of the Companies Act, 2013. Upon the relevant sections of the Companies Act 2013 pertaining to schemes of arrangement, compromise or reconstruction of companies being notified by the Ministry of Corporate Affairs ("MCA"), the Scheme of Arrangement (Merger) shall be deemed to have been formulated and presented under sections 230 to 240 and other applicable provisions of the Companies Act, 2013. The references made to various provisions of the Companies Act, 1956 for the purposes of the Scheme shall be deemed to a reference to the provisions of the Companies Act, 2013 as and when they are notified by the MCA for merger of **NOOK MICRO DISTRIBUTION LIMITED** ("the Transferor Company") with **REDINGTON (INDIA) LIMITED** ("the Transferee Company"), and the dissolution of the Transferor Company without winding up.

Nook Micro Distribution Limited ("hereinafter referred to as "Nook" or the "Transferor Company"), was incorporated as a public limited company under the Companies Act, 1956, on 21st day of February 1990 in the name of Nook Holdings Private Limited and in the state of West Bengal.

For NOOK MICRO DISTRIBUTION LIMITED



Director

- 3 -

The name of transferor Company was changed from Nook Holdings Private Limited to Nook Holding Limited and a fresh certificate of incorporation for change of name was issued on 7th December 2007. Subsequently, the name of the Transferor Company was changed from Nook Holding Limited to Nook Micro Distribution Limited and a fresh certificate of incorporation consequent upon the change of name was issued on 30th October 2009. The registered office of the Company was changed from the state of West Bengal to the state of Tamil Nadu. The registered office of the Transferor Company is now situated at SPL Guindy House, 95 Mount Road, Guindy, Chennai 600032.

The Transferor Company is an unlisted public company and the entire issued, subscribed and paid up equity share capital is held by the Transferee Company. By virtue of the shareholding pattern, the Transferor Company is a wholly-owned subsidiary of the Transferee Company.

The main objects of Transferor Company are as follows:

1. To purchase, take in exchange or on lease, hire, or otherwise acquire whether for investment or sale, or working the same any real or personal estates including lands, mines, business, buildings, factories, mills, houses, cottages, shops, office accommodation, depots, warehouses, machinery, plant, stock-in-trade mineral rights, concessions privileges, licenses, easements, or interest in or with respect to such property in consideration for a gross sum of rent or partly in one way or partly in the other or for any other consideration, and to turn into account, develop the same and dispose off or maintain the same and to build residential or office accommodation, township, group housing schemes, markets, or other buildings or conveniences there on and to equip the same of any part thereof with all or any amenities or conveniences, drainage facilities, electric, air conditioning, telegraphic, telephonic and television installations and to deal with the same in any manner whatsoever and to sell, lease let mortgage or otherwise dispose off the same on instalment basis, hire-purchase basis or by outright sale or partly in one way and partly in the other whether by private treaty or by auction or in any other mode of disposition, and to pull down, re-build, enlarge alter, develop and improve, existing houses, buildings, or works thereon and to convert into and appropriate any land for roads, streets, squares, gardens, and other conveniences, and generally to deal with and improve the property of the Company and other property.
2. To carry on and execute in any part of the world the business of mechanical, electrical, hydraulic, chemical and civil engineers, Government, military, railway, public works and civil constructors and as construction engineers and building and supervising contractors and/or turn-key jobs in respect of the same, also to undertake and execute maintenance contractors for multi storey and other buildings, bungalows, colonies, apartments, townships and other complexes whether belonging to the Company or not and in connection there with collect rents and income and to supply to tenants, occupiers, and others refreshments, attendants, messengers, light, waiting rooms, reading rooms,

For NOOK MICRO DISTRIBUTION LIMITED

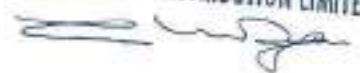


meeting rooms, lavatories, lifts, laundry, gasmeter pipes, tube-wells and water tanks, drains, water pumps, conveniences, electricity subsection, electric conveniences stables, garages and other advantages and to act as estate agents and brokers for lands, buildings, factories, godowns, flats, offices, shops, garages etc. and to acquire, develop, buy, sell, real estate, multi storeyed or other buildings and group housing schemes.

- 3. Subject to the provisions of the act and the Directive issued by R.B.I. To carry on the business of an investment company and to invest the capital and other moneys of the company in the purchase or upon the security of shares, stocks units, debentures, debenture stocks, bonds, mortgages, obligations and securities of any kind issued or guaranteed by any company, corporation or undertaking of whatever nature, whether incorporated or otherwise and wheresoever constituted or carrying on business and to buy, sell or otherwise deal in shares, stocks, debenture, debenture-stock bonds, notes, mortgages, obligations and other securities issued or guaranteed by any government, Sovereign ruler, commissioners, trust, municipal, local or other authority or body of whatever nature in India or abroad.
- 4. (a) To buy sell, import, export, manufacture, treat, prepare, distribute, service and deal in any manner in merchandise commodities and articles of all kinds and generally to carry on business as merchants, importers, exporters and agents
 - (b) To carry on business as agents, importers, exporters, manufacturers, service providers of and dealers in electronic data processing and various other systems and to purchase, sell, hire, lease and deal in information technology hardware, soft ware, telecom products, pharmaceutical products, consumer durables and various other electronic and electrical systems.
 - (c) To carry on in India and abroad consultancy, advisory and training services of computer programs and systems including development, implementation and maintenance and to render any other services in that connection

Redington (India) Limited ("hereinafter referred to as "REDIL" or the Transferee Company") was incorporated as G. Kewalram Private Limited on 2nd day of May 1961 with the Registrar of Companies, Maharashtra. The name of Transferee Company was changed from G. Kewalram Private Limited to Kewalram Private Limited and subsequently to Redington (India) Private Limited on 28th day of April 1987. The registered office of the Transferee Company was changed from the state of Maharashtra to the state of Tamilnadu by the Company Law Board's order dated 13th Day of July 1994. The name of the transferee Company was changed as Redington (India) Limited with effect from on 1st Day of October 1996 with the Registrar of Companies, Tamil Nadu on which date Transferee Company became a public limited company. Subsequently, on 10th Day of January 2002, the word "Private" was inserted in the name of Transferee Company pursuant to Section 43A (2A). The word "private" was deleted from the name of the Transferee Company pursuant to Section 44 (a) of the Companies Act, 1956,

For HOOK MICRO DISTRIBUTION LIMITED



- 7 -

and the Transferee Company became a public company with effect from 15th Day of March 2002. The registered office of the Transferor Company is now situated at SPL Guindy House, 95 Mount Road, Guindy, Chennai 600032. The equity shares of the Transferee Company are listed on the National Stock Exchange ("NSE") and Bombay Stock Exchange ("BSE").

The main objects of Transferee Company are as follows:

1. To acquire and take over as a going concern the business now carried on at Bombay and Madras under the firm name "G.KEWALRAM" and all the assets and liabilities of the proprietors of that business in connection therewith and to enter into such agreements and do such deeds as may be necessary for the purpose and to carry on the same business as has hitherto been carried on by the said firm.
2. To buy, sell, import, export, manufacture, treat, prepare, distribute, service and deal in any manner in merchandise, commodities and articles of all kinds and generally to carry on business as merchants, importers, exporters and agents.
3. To carry on business as agents, importers, exporters, manufacturers, service providers of and dealers in electronic data processing and various other systems and to purchase, sell, hire, lease and deal in information technology hardware, software, telecom products, pharmaceutical products, consumer durables and various other electrical and electronic systems.
4. To carry on in India and abroad consultancy, advisory and training services of computer programs and systems including development, implementation and maintenance and to render any other services in that connection.
5. To carry on the business of leasing the movable and immovable properties including all types of industrial and office plant, facilities, equipments, machinery and vehicles of the Company and to sell, improve, manage, develop, exchange, lease, mortgage, dispose off, turn to account, or otherwise deal with, all or any part of the Company's property whether movable or immovable or any other kind whatsoever and rights of the Company thereof for the time being."
6. To construct, take on lease or hire warehouses, godowns, storehouses and other facilities for staking, storing various merchandise of third parties besides the products dealt with by the company and maintain them fit for sophisticated use including free movement of goods.
7. To undertake and carry out the work of loading, unloading, handling, forwarding and clearing agents for and behalf of the owners of goods, luggage, parcels, articles, commodities, merchandise, livestock and other movables of every description and nature whatsoever in India or in any part of the world.

B. RATIONALE FOR THE PROPOSED SCHEME

1. Redington (India) Limited ("Transferee Company") is into business of wholesale distribution of Information Technology products and Telecom products across India. It acts as a National Distributor or Regional Distributor for many of the leading brands.

With an objective to expand its business vertical to smaller towns, the Transferee Company ventured into last mile distribution through its Wholly Owned Subsidiary Nook Micro Distribution Limited (Transferor Company), during the year 2010.

Due to changes in Go To Market strategies ("GTM") adopted by various vendors in IT and Telecom Sector like Direct to Retail ("DTR"), National Distributor started playing the role of Regional Distributor/Micro Distributor etc., the relevance of addressing last mile distribution by Transferor Company is getting diminished. This resulted in both the Companies competing in the same market for similar opportunities, which shrunk the differentiation between these companies.

2. The Board of Directors of the Transferor and Transferee Company are of the opinion that merger of Nook with Redington would facilitate and provide the necessary impetus to optimize the resources and sustainability in the distribution business and to address the competition faced in the distribution industry. Upon merger, the ensuing benefits are expected to accrue to all the stake holders:
 - a. The Transferee Company shall achieve higher financial return, increased competitive strength, cost reduction and logistical advantageous.
 - b. Better network of the transferee company shall facilitate and provide adequate opportunities to mobilize the financial resources with lower cost for the growth of the Business.
 - c. Administrative and operational rationalization, efficiency in distribution coverage, delivering better value to the Vendor and Channel and optimum utilization of resources will strengthen the group to compete in the distribution market in a best way, thereby it will help in enhancing the shareholders value.

9

II. PARTS OF THE SCHEME

The Scheme is divided into the following parts:

- (a) Part I, which deals with the Definitions of the terms used in the Scheme as sets out and the Share Capital of Transferor Company and Transferee Company
- (b) Part II, which deals with the merger of the Transferor Company into the Transferee Company; and
- (c) Part III, which deals with general terms and conditions applicable to this Scheme and other matters consequent and integrally connected thereto

PART I

DEFINITIONS AND SHARE CAPITAL

A. DEFINITIONS

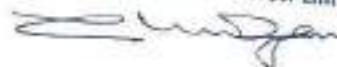
1. "Act" or "the Act" means the Companies Act, 1956 read with the applicable rules thereunder, and any statutory amendments or re-enactment thereof and the applicable provisions of Companies Act, 2013 read with applicable rules as may be prescribed or notified by the Government of India for the time being in force and/or any statutory modification or re-enactment thereof;
2. "Appointed Date" means the date from which this Scheme shall become operative viz., 1st Day of April 2015 or any other date as modified by the Court, then the same shall be the Appointed Date;
3. "Board of Director" means the Board of Directors of the Transferee Company and Transferor Company or both as the context may require and include any committee(s) constituted/ to be constituted by the Board of Directors of the Transferor and Transferee Companies or any other person authorized/ to be authorized by the Board of Directors of the Transferor and Transferee Companies or any committee thereof to exercise its power including the power in terms of this scheme;
4. "Court" or "High court" means High Court of Judicature at Madras under the Companies Act, 1956 or such other Tribunal (i.e) the National Company Law Tribunal ("NCLT") & the National Company Law Appellate Tribunal ("NCLAT") as constituted and authorized as per the provisions of the Companies Act, 2013 for approving any scheme of arrangement, compromise or reconstruction of companies under section 230 to 240 of the Companies Act, 2013;
5. "Effective Date" means the last of the dates on which the certified copies of the Order of the High Court of Judicature of Madras sanctioning the Scheme of Arrangement (Merger) is filed with the

10

Registrar of Companies, Tamil Nadu, Chennai by the Transferor Company and the Transferee Company. Reference in this Scheme to date of "coming into effect of this Scheme" or "Upon the Scheme becoming effective" and other similar expressions shall mean the Effective Date;

6. "Interim Period" shall mean the period from the Appointed Date and upto and including the Effective Date.
7. "Liabilities" shall mean all debts (secured and unsecured), deposit accepted, time and demand liabilities, rupee and foreign currency borrowings, bills payable, interest accrued and payable, capital reserves and surpluses whether statutory or not and all other liabilities including contingent liabilities, duties and obligations of the Transferor Company, as on or after the Appointed Date whether provided for or not in the Books of Accounts of such Transferor Company, and all other liabilities which may accrue or arise after the Appointed Date but which relate to the period on or upto the Appointed Date.
8. "RoC" shall mean the Registrar of Companies, Chennai Tamil Nadu.
9. "Scheme or "the Scheme" or "this Scheme" means this Scheme of Arrangement (Merger) in its present form as submitted to the Hon'ble High Court of Judicature at Madras or this Scheme with such modification(s), if any made;
10. "Transferor Company" means Nook Micro Distribution Limited, a public limited company having its registered office SPL Guindy House, 95 Mount Road, Chennai 600032.
11. "Transferee Company" means Redington (India) Limited, a public limited company having its registered office SPL Guindy House, 95 Mount Road, Chennai 600032.
12. "Undertaking" shall mean and include –
 - (a) All the assets and properties of the Transferor Company as on the Appointed Date (hereinafter referred to as 'the said assets');
 - (b) All the debts, liabilities, duties and obligations of the Transferor company including contingent liabilities as on the Appointed Date (hereinafter referred to as 'the said liabilities');
 - (c) Without prejudice to the generality of the sub-clause (a) above, the Undertaking of the Transferor Company shall include the Transferor Company's reserves, balances in the P&L A/c, movable and immovable properties including but not limited to land and building (whether owned, leased, licensed) computers and hardware, software, plant and machinery, equipments, furniture, fixtures, vehicles, stock and inventories, leasehold assets, real corporeal and incorporeal, in possession or reversion, present

For NOOK MICRO DISTRIBUTION LIMITED



and contingent assets (whether tangible or intangible) of whatsoever nature, assets including cash in hand, amounts lying in the banks to the credit of the Transferor Company, investments, claims, powers, authorities, allotments, approvals, consents, letters of intent, registrations, contracts, engagements, arrangements, rights, credits, titles, interests, benefits, club memberships, advantages, leasehold rights, brands, sub-letting tenancy rights, with or without the consent of the landlord as may be required by law, goodwill, other intangibles, industrial and other licences, permits, authorisations, quota rights, trademarks, trade names, patterns, copyrights and other industrial and intellectual properties and rights of any nature whatsoever including know-how, domain names, or any applications for patents, patent rights, trademarks, trade names, copyrights whether tangible or otherwise and licences, assignments and grants in respect thereof, import quotas and other quota rights, right to use and avail of telephones, telex, facsimile, and other communication facilities, connection, installation and equipment rights, utilities and electricity and electronic and all other services of every kind, nature and description whatsoever, reserves, provisions, funds, and benefits of all agreements, arrangements, deposits, advances, recoverables and receivables, whether from government, semi government, local authorities, or any other person including customers, contractors or other counter parties, etc, cash and bank balances, all earnest monies, tax holidays, tax relief under the Act, such as credit for advance and/or deposits, rights, titles, claims and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits, exemptions, and approvals of whatsoever nature (including but not limited to benefits of all taxes, taxes deducted at source, brought forward accumulated tax losses, unabsorbed depreciation etc; benefits under the Sales Tax Act, Sales Tax set-off, benefits of any unutilised modvat/cenvat credits, relief and refund etc) and wheresoever situated belonging to or in the ownership, power or possession or control of or vested in or granted in favour of or enjoyed by the Transferor Company as on the Appointed Date or thereafter:

13. 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 ascribed to them under the Act and other applicable laws, rules and regulations, as the case may be, including any statutory modification or re-enactment thereof from time to time.

92

14. "Interpretation" reference to transfer, transferred, vest, vested in and their derivative form in this scheme shall mean changes in ownership creation of interest (whether actual or beneficial, legal or equitable) on terms and in a manner to the agreed between the transferor and the transferee company.

B. SHARE CAPITAL

i. The Authorized, Issued and Subscribed share capital of the Transferee Company as on 31st March 2015 is as follows:


Particulars	Rupees
Authorized Share Capital	
Equity (425,000,000 Equity share of Rs. 2 each)	850,000,000
Preference	NIL
TOTAL	850,000,000
Issued, subscribed and paid-up Share Capital	
Equity (399,702,790 Equity share of Rs. 2 each)	799,405,580
Preference	NIL
TOTAL	799,405,580

ii. The Authorized, Issued and Subscribed share capital of the Transferor Company as on 31st March 2015 is as follows:

Particulars	Rupees
Authorized Share Capital	
Equity (20,000,000 Equity shares of Rs.10 each)	200,000,000
Preference	NIL
TOTAL	200,000,000
Issued, subscribed and paid-up Share Capital	
Equity (20,000,000 Equity shares of Rs.10 each)	200,000,000
Preference	NIL
TOTAL	200,000,000

The entire equity share capital of the Transferor Company is held by the Transferee Company. Therefore, by virtue of the shareholding pattern, the Transferee Company is the Holding Company and the Transferor Company is the wholly-owned subsidiary.

For NOOK MICRO DISTRIBUTION LIMITED


Director

18

Subsequent to March 31st 2015, there has been no change in the Authorised, Issued, Subscribed and Paid-up Capital of the Transferor Company.

III. **Date of taking effect and operative date**

The scheme, set out herein in its present form or with any modification(s) shall be effective from the Appointed Date unless the context requires otherwise.

PART 2

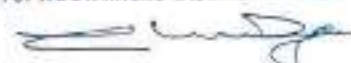
A. MERGER AND VESTING OF MERGED UNDERTAKING OF THE TRANSFEROR COMPANY IN THE TRANSFEREE COMPANY

1. TRANSFER AND VESTING OF MERGED UNDERTAKING

- a. With effect from the opening of the business as on the Appointed Date, the entire business and whole of the undertakings of the Transferor Company shall under the provisions of sections 391 to 394 of the Act and pursuant to the orders of the High Court of Judicature at Madras or any other appropriate authority sanctioning this scheme and without further act, instruments or deed, stand transferred and/or deemed to be transferred to and vested in the Transferee Company so as to become the properties and assets of the Transferee Company.
- b. The liabilities shall also, without further act, instruments or deed be transferred to and vested in and assumed by and/or deemed to be transferred to and vested in and assumed by the Transferee Company pursuant to the provisions of Section 391 to 394 of the Act, so as to become the liabilities of the Transferee Company and further that 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 liabilities have arisen, in order to give effect to the provisions of this Clause.

2. PENDING SUITS, ETC.

- a. If any suits, appeals, assessment or other proceedings of whatever nature by or against the Transferor Company is pending, the same shall not abate or be discontinued or be in any way prejudicially affected by reason of the Merger of transferor company with transferee Company by anything contained in this scheme, but said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made.



- b. In case of any litigation, suits, recovery proceedings which are to be initiated or may be initiated against the Transferor Company after the Appointed Date, the Transferee Company shall be made party thereto and any payment and expenses made thereto shall be the liability of the Transferee Company.

3. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

- a. Subject to the other provisions contained in this Scheme, all contracts, deeds, bonds, agreements and other instruments of whatever nature to which, the Transferor Company is a party and subsisting or having effect immediately before the Scheme coming into effect shall be in full force and effect against or in favour of the Transferee Company, the fully and effectually as if, instead of the Transferor Company, the Transferee Company has been a party thereto.

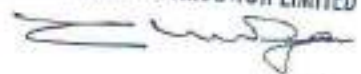
4. SAVING OF CONCLUDED TRANSACTIONS

- a. The transfer of properties and liabilities and the continuance of proceedings by or against the Transferee Company under clause 1 and 2 of Part 2 respectively shall not affect any transaction or proceedings already concluded by the Transferor Company on or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of itself.

5. STAFF, WORKMEN & EMPLOYEES

- a. On the scheme becoming operative, all staff, workmen and employees of the Transferor Company in service on the Effective Date shall be deemed to have become staff, workmen and employees of the Transferee Company without any break in their services and on the basis of continuity of services, and the terms and conditions of their employment with the Transferee Company shall not be less favourable than those applicable to them with reference to the Transferor Company on the Effective Date.
- b. It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund, or any other Special Fund or Trust created or existing for the benefit of the Staff, workmen and employees of the Transferor Company shall become the trusts/ funds of 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 Trust Deeds, if any, to the end and instant 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. It is clarified that the services of the Staff, workmen and employees of

For HOOK MICRO DISTRIBUTION LIMITED



Director

15
the Transferor Company will be treated as having been continuous for the purpose of the said Fund or Funds.

6. CONSIDERATION

The entire equity share capital of the Transferor Company is held by the Transferee Company. Therefore, by virtue of the shareholding pattern, the Transferee Company is the Holding Company and the Transferor Company is the wholly-owned subsidiary. Accordingly, pursuant to the scheme no shares of the Transferee Company shall be allotted in respect of its holding in Transferor Company.

7. CANCELLATION OF SHARE CAPITAL OF THE TRANSFEROR COMPANY

- a. The entire issued, subscribed and paid up capital of the Transferor Company is or will be held by the Transferee Company and its nominees. Upon the Scheme becoming effective, no shares of the Transferee Company shall be allotted in lieu or exchange of its holding in the Transferor Company and the share capital including authorized share capital, issued, subscribed and paid up share capital of the Transferor Company shall stand cancelled.
- b. Upon the coming into effect of this Scheme, the share certificate, representing the shares held by the Transferee Company and its nominees in the Transferor Company shall be deemed to be cancelled without any further act or deed for cancellation thereof by the Transferee Company.

8. TAX TREATMENT

The merger of Transferor Company with the Transferee Company in terms of this scheme shall take place with effect from the Appointed Date and shall be in accordance with the provisions of Section 2(18) of the Income Tax Act, 1961 and Section 47 of Income Tax Act, 1961.

9. ACCOUNTING TREATMENT

1. The transferee company shall account for the amalgamation which is in the nature of merger in accordance with the "Pooling of Interest Method of Accounting" laid down by Accounting Standard 14 (Accounting for Amalgamations).
2. With effect from the Appointed Date, all the assets and liabilities, including accumulated losses of the Transferor Company shall be recorded in the books of the Transferee Company at their existing carrying values and in the same form.
3. Inter-company balances, if any, will stand cancelled.

For NOOK MICRO DISTRIBUTION LIMITED



16

4. The difference between the share capital of the transferor company and the investment in the transferor company as recorded in the books of the transferee company shall be adjusted in the General Reserve Account.
5. The accumulated losses of the transferor company up to March 31, 2015 would be set-off against the surplus in the statement of profit & loss of the transferee company, such that the identity of the reserve is preserved.
6. In the case of any differences in accounting policy between the Transferor Company and the Transferee Company, the accounting policies followed by the Transferee Company will prevail and the difference till the Appointed Date will be quantified and adjusted in the General Reserve Account to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

10. TRANSACTIONS BETWEEN APPOINTED DATE AND EFFECTIVE DATE

- I. During the period between the Appointed Date and the Effective Date
 - a. The Transferor Company shall carry on and deemed to have carried on its business and activities of undertaking and shall stand possessed of their entire business and undertakings, in trust for the Transferee Company and shall account for the same to the Transferee Company.
 - b. All the income or profits accruing or arising to the Transferor Company and all cost, charges, expenses or losses incurred by the Transferor Company shall for all purpose be treated the income, profits, costs, charges, expenses and losses as the case may be of the Transferee Company.
 - c. The Transferor Company shall carry on its business and activities with reasonable diligence and business prudence and shall not alter or diversify its respective businesses, not venture into any new businesses, not borrow, alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business without the prior consent of the Transferee Company or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the respective Board of Directors of the Transferor Company and the Transferee Company.
 - d. The Transferor Company shall not utilize the profits or income for the purpose of declaring or paying any dividend in respect of the period

For NOOK MICRO DISTRIBUTION LIMITED



Director

137

falling on or after the appointed date, without the prior written consent of the Transferee Company.

- e. Where any of the liabilities of the transferor company which are on the Appointed Date transferred to the Transferee company have been discharged by such 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;
- f. All loans raised and utilized and all debts, duties, undertakings, liabilities and obligations incurred or undertaken by the transferor company after the appointed date and prior to the effective date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee company and to that extent they are outstanding on the effective date, shall, pursuant to the provisions of section 394 of the Act, without any further act, instruments or deed be and stand transferred to or vested in or be deemed to be transferred to and vested in the transferee company and shall become the liabilities and obligations of the transferee company and the transferee company shall discharge and satisfy the same.
- g. All assets, rights, titles, interest and authorities accrued to and/ or acquired by the transferor Company in relation to or in connection with the Undertakings of such Transferor Company after the Appointed Date and prior to the effective date shall be deemed to have been accrued to and/ or acquired for and on behalf of such transferee company and shall, pursuant to the provisions of section 394 of the act, without any further act, instrument or deed or conveyance, be and stand transferred to or vested in or be deemed to be transferred to or vested in the Transferee Company to that extent and shall become the assets, rights, title, interests and authorities of the transferee company. The transferor company shall hold the aforesaid assets with utmost prudence until the effective date.

11. WINDING UP OF THE TRANSFEROR COMPANY WITHOUT DISSOLUTION

On the Scheme becoming effective, the Transferor Company shall stand dissolved without being wound up.

18

PART 3

A. OTHER TERMS AND CONDITIONS

I. APPLICATION TO HIGH COURT

- a. The Transferor Company and the Transferee Company shall as may be required make applications and/or petitions under Sections 391 to 394 of the Act and other applicable provisions of the Act to the High Court of Judicature at Madras for sanction of this Scheme and all matters ancillary or incidental thereto.

II. MODIFICATION OR AMENDMENTS TO THE SCHEME

- a. The Transferor Company and the Transferee Company by their respective Board of Directors may assent to any modifications/ amendments to the Scheme or to any conditions or limitations that the Court and/or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of Directors) subject to, where applicable, the approval of the Hon'ble High Court or any other authorities under applicable law. The Transferor Company and the Transferee Company by their respective Board of Directors or through authorised representatives be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubt, difficulties or question whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

III. CONDITIONALLY OF THE SCHEME

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

- a. This Scheme being approved by the requisite majorities in number and value of such classes of persons including the members and/or creditors of the Transferor Company and Transferee Company as may be directed by the Hon'ble High Court of Judicature of Madras or any other competent authority, as may be applicable.
- b. The Scheme being approved by the High Court of Judicature at Madras or any other authority under Sections 391 to 394 of the Act.
- c. Certified copies of the orders of the High Court of Judicature at Madras sanctioning the scheme being filed with the Registrar of Companies, Tamil Nadu, at Chennai by the Transferor Company and the Transferee Company

For HOOK MICRO DISTRIBUTION LIMITED



Director

IV. EFFECT OF NON-RECEIPT OF APPROVALS

- a. In the event of any of the said sanctions and approvals referred to in the preceding clause not being obtained or the scheme not being approved by any other competent authority and/or the order not being passed within such period as may be agreed upon between the Board of Directors of Transferor Company and the Transferee Company, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law.

V. COST, CHARGES & EXPENSES

- a. All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) arising out of, or incurred in carrying out and implementing this scheme and matters incidental thereto, shall be borne by the Transferee Company.

3 - 2a -

WITNESS, The Hon'ble Thiru SANJAY KISHAN KAUL, The Chief Justice of Madras High Court, aforesaid this the 11th day of March, 2016.

Sd/-

DEPUTY REGISTRAR(O.S).

//CERTIFIED TO BE A TRUE COPY//
DATED THIS THE 12th DAY OF April

2016.

[Signature]
12/4/16.

COURT OFFICER.

From 25th September 2008 the Registry is issuing certified copies of the Orders/Judgments/Decree in this format.

Kan/4/4/2016

COMP.PETN.NO.11 OF 2016

ORDER DATED:11.03.2016

THE HON'BLE MR.JUSTICE
K.RAVICHANDRABABU

FOR APPROVAL ON:04/04/2016

APPROVED ON:04/04/2016

COPY TO:-

1. The Regional Director,
Southern Region,
5th Floor, Ministry of
Corporate Affairs,
No.26, Haddows Road,
Chennai-6.
2. The Registrar of
Companies, II Floor,
No.26, Haddows Road,
Chennai-6.
3. The Official Liquidator,
High Court, Madras.

HIGH COURT, MADRAS

ORIGINAL SIDE

C.A. No. 3515

Applied..... 15/3/16

Stamp called for 12/4/16

Stamps put in 12/4/16

Ready..... 12/4/16

✓

12/4/16



Complaints Report

For the period between 23rd September 2015 to 15th April 2016

Part A

Sr. No.	Particulars	Number
1	Number of complaints received directly	0
2	Number of complaints forwarded by Stock exchanges	0
3	Total Number of complaints/comments received (1+2)	0
4	Number of complaints resolved	N/A
5	Number of complaints pending	N/A

Part B

Sr. No.	Name of complainant	Date of Complaint	Status (Resolved/pending)
		N/A	

Date: 15th April 2016
Place: Chennai

For Redington (India) Limited

M Muthukrishnan
Company Secretary

