

QUESS CORP LIMITED

Registered Office: 3/3/2, Bellandur Gate, Sarjapur Main Road, Bengaluru- 560103

Tel No.: 080- 6105 6000; **Fax No.:** 080- 6105 6406

CIN: L74140KA2007PLC043909

Email ID: investor@quesscorp.com; **Website:** www.quesscorp.com

NOTICE OF THE MEETING OF THE EQUITY SHAREHOLDERS OF QUESS CORP LIMITED CONVENED PURSUANT TO THE DIRECTIONS OF THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL BENGALURU BENCH

(Convened pursuant to an order dated 28th Day of June, 2019 passed by the National Company Law Tribunal, Bench at Bengaluru)

MEETING DETAILS:

Day	Tuesday
Date	August 20, 2019
Time	10:00 A.M.
Venue	Novotel Hotel, Opposite RMZ Ecospace Business Park, Sarjapur Outer Ring Road, Bengaluru - 560103

POSTAL BALLOT AND E-VOTING PERIOD:

Start Date and Time	Saturday, July 20, 2019 at 09.00 A.M.
Last Date and Time	Monday, August 19, 2019 at 05:00 P.M.

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Dated this 12th day of July 2019 at Bengaluru

For Quess Corp Limited

**Sd/-
Kundan Kumar Lal
VP-Legal & Company Secretary**

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL BENGALURU BENCH AT BENGALURU
ORIGINAL JURISDICTION**

IN THE MATTER OF COMPANIES ACT, 2013

AND

**IN THE MATTER OF SECTIONS 230 TO 232, 52, 55 AND 66 OF THE COMPANIES ACT, 2013 AND OTHER
APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013 READ WITH COMPANIES (COMPROMISES,
ARRANGEMENTS AND AMALGAMATION) RULES, 2016**

AND

IN THE MATTER OF QUESS CORP LIMITED

AND

**IN THE MATTER OF SCHEME OF ARRANGEMENT AND AMALGAMATION AMONGST THOMAS COOK
(INDIA) LIMITED AND TRAVEL CORPORATION (INDIA) LIMITED AND TC TRAVEL SERVICES LIMITED AND
TC FOREX SERVICES LIMITED AND SOTC TRAVEL MANAGEMENT PRIVATE LIMITED AND QUESS CORP
LIMITED AND THEIR RESPECTIVE SHAREHOLDERS**

CA (CAA) NO. 38 /BB/ 2019

QUESS Corp Limited

CIN: L74140KA2007PLC043909

Registered Office: 3/3/2, Bellandur Gate,
Sarjapur Main Road,
Bengaluru 560103

... APPLICANT COMPANY / RESULTING COMPANY NO. 2

FORM NO. CAA. 2

[Pursuant to Section 230(3) and Rule 6 and 7]

NOTICE CONVENING THE MEETING OF THE EQUITY SHAREHOLDERS OF QUESS CORP LIMITED

To,

The Equity Shareholders of

Quess Corp Limited (the "Applicant Company"),

Notice is hereby given that by an order dated June 28, 2019, the Bengaluru Bench of the National Company Law Tribunal (hereinafter referred as "**Tribunal**") has directed a meeting to be held of the equity shareholders of the Applicant Company, for the purpose of considering and if thought fit, approving with or without modification, the Composite Scheme of Arrangement and Amalgamation amongst Thomas Cook (India) Limited and Travel Corporation (India) Limited and TC Travel Services Limited and TC Forex Services Limited and SOTC Travel Management Private Limited and Quess Corp Limited and their respective Shareholders (hereinafter referred to as the '**Scheme**').

In pursuance of the said order and as directed therein, further notice is hereby given that separate meeting of the equity shareholders of the Applicant Company will be held as under, at which time and place the said equity shareholders are requested to attend.

Class of Meeting	Date of Meeting	Time (IST)	Place of Meeting
Equity Shareholders	Tuesday, August 20, 2019	10:00 A.M.	Novotel Hotel, Opposite RMZ Ecospace Business Park, Sarjapur Outer Ring Road, Bengaluru – 560103

The copy of the said Composite Scheme of Arrangement and Amalgamation amongst Thomas Cook (India) Limited and Travel Corporation (India) Limited and TC Travel Services Limited and TC Forex Services Limited and SOTC Travel Management Private Limited and Quess Corp Limited and respective Shareholders, Explanatory statement under sections 230, 232 and 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and form of proxy can be obtained free of charge at the Registered Office of the Applicant Company or at the office of its authorized representative Mr. Kundan K Lal, VP- Legal & Company Secretary at 3/3/2 Bellandur Gate, Sarjapur Main Road, Bengaluru 560103. The Persons entitled to attend and vote at the meeting, may vote in person or by proxy provided that, all proxies in the prescribed form are deposited at the registered office at 3/3/2, Bellandur Gate, Sarjapur Main Road, Bengaluru- 560 103 not later than

48 hours before the aforesaid meeting.

Forms of Proxy can be obtained from the registered office of the company.

The Tribunal has appointed Prof. Dr. R. Venkata Rao, Ex-Independent Director of Bharat Electronics Limited to be the Chairman of the said meetings of equity shareholders, secured creditors and unsecured creditors of the Applicant Company. The above-mentioned arrangement, if approved by the meeting, will be subject to the subsequent approval of the Tribunal.

As directed by the Tribunal, Ms. Manjula B.S., Practicing Cost Accountant has been appointed as the scrutinizer for the said meeting. The above-mentioned arrangement, if approved by the meeting, will be subject to the subsequent approval of the Tribunal.

Further Notice is hereby given to the equity shareholders of the Applicant Company [which includes the Public Shareholders of the Applicant Company as referred to in Circular No. CFD/DIL3/CIR/2017/21 dated 10th day of March 2017 issued by the Securities and Exchange Board of India ("**SEBI Circular**")]:

1. The Applicant Company has provided the facility of voting by postal ballot and e-voting so as to enable the equity shareholders, to consider and approve the Scheme. The Applicant Company has also provided the facility of voting system at the venue of the meeting. The Applicant Company has engaged the services of National Securities Depository Limited ("NSDL") for facilitating e-voting services;
2. In accordance with the provisions of Section 230- 232 of the Companies Act, 2013, the Scheme shall be acted upon only if a majority of persons representing three forth in value of the equity shareholders of the Applicant Company, voting in person or by proxy or by postal ballot or e-voting, agree to the Scheme. Further, in accordance the SEBI Circular, the Scheme shall be acted upon only if the number of votes cast by the Public Shareholders (through e-voting) in favour of the resolution for approval of the Scheme is more than the number of votes cast by the Public Shareholders against it;
3. The cut-off date for determining the eligibility of the equity shareholders for voting through postal ballot or e-voting of the meeting is July 11, 2019. A person, whose name is recorded in the register of members or in the register of beneficial owners maintained by the depositories as on the cut-off date only shall be entitled for voting. Persons who are not equity shareholders of the Applicant Company as on the cut-off date should treat this Notice for information purposes only;
4. Voting through postal ballot and e-voting by the equity shareholders will commence on July 20, 2019 at 9.00 a.m. and shall end on August 19, 2019 at 5.00 p.m.;
5. Duly completed and signed postal ballot form should reach the Scrutinizer on or before 5.00 p.m. on August 19, 2019. Any postal ballot form received after 5.00 p.m. on August 19, 2019 shall not be considered and shall be treated as if the reply from the equity shareholder has not been received. Further, e-voting module shall be disabled by NSDL for voting on August 19, 2019 at 05.00p.m.;
6. The Applicant Company has on July 17, 2019 completed the dispatch of Notice along with the postal ballot form with instructions and a self-addressed postage prepaid Business Reply Envelope amongst others to the equity shareholders (which includes Public Shareholders) holding, shares in physical form, as on the cut-off date i.e. July 11, 2019. As such, the Notice sent to the equity shareholders would also be deemed to be the Notice sent to the Public Shareholders of the Applicant Company;
7. The Notice including the postal ballot and e-voting instructions are available on the Applicant Company's website at www.quesscorp.com and on the website of NSDL at <https://evoting.nsdl.co.in>;
8. Ms. Manjula B. S. Practicing Cost Accountant has been appointed as the Scrutinizer to conduct the postal ballot and e-voting process and the voting at the venue of the meeting in a fair and transparent manner;

TAKE FURTHER NOTICE that in compliance with the provisions of (i) Section 230(4) read with Sections 108 and 110 of the Companies Act, 2013; (ii) Rule 6(3)(xi) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016; (iii) Rule 22 read with Rule 20 and other applicable provisions of the Companies (Management and Administration) Rules, 2014; (iv) Regulation 44 and other applicable provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015; and (v) Circular No.CFD/DIL3/CIR/2017/21 dated 10th March, 2017, issued by the Securities and Exchange Board of India, the Applicant Company has provided the facility of voting by postal ballot and e-voting so as to enable the equity shareholders, which includes the Public Shareholders, to consider and approve the Scheme by way of the aforesaid resolution. Accordingly, voting

by equity shareholders of the Applicant Company to the Scheme shall be carried out through (i) postal ballot or e-voting and (ii) ballot or polling paper at the venue of the meeting to be held on August 20, 2019.

The Scheme, if approved in the aforesaid meeting, will be subject to the subsequent approval of NCLT.

A copy of the Explanatory Statement, under Sections 230(3), 232(1) and (2) and 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, the Scheme and the other enclosures as indicated in the Index are enclosed.

Equity Shareholders are requested to attend to consider and if thought fit to pass, with or without modification(s), the following **Special Resolution**:

“RESOLVED THAT pursuant to the provisions of Sections 230 to 232 read along with Section 52 and 66 and other applicable provisions of the Companies Act, 2013, the rules, circulars and notifications made thereunder (including any statutory modification or re-enactment thereof) as may be applicable, the Securities and Exchange Board of India Circular No. CFD/DIL3/CIR/2017/21 dated 10th March, 2017, the observation letters issued by each of the BSE Limited dated May 21, 2019 and the National Stock Exchange of India Limited, dated May 22, 2019 and subject to the provisions of the Memorandum and Articles of Association of the Company and subject to the approval of Hon’ble National Company Law Tribunal, Bengaluru Bench (**“NCLT”**) and subject to such other approvals, permissions and sanctions of regulatory and other authorities, as may be necessary and subject to such conditions and modifications as may be prescribed or imposed by NCLT or by any regulatory or other authorities, while granting such consents, approvals and permissions, which may be agreed to by the Board of Directors of the Company (hereinafter referred to as the “Board”, which term shall be deemed to mean and include one or more Committee(s) constituted/ to be constituted by the Board or any person(s) which the Board may nominate to exercise its powers including the powers conferred by this resolution), the arrangement embodied in the Scheme of Arrangement amongst Thomas Cook (India) Limited and Travel Corporation (India) Limited and TC Travel Services Limited and TC Forex Services Limited and SOTC Travel Management Private Limited and Quess Corp Limited and their respective shareholders (**“Scheme”**) placed before this meeting and initialed by the Chairman of the meeting for the purpose of identification, be and is hereby approved.

RESOLVED FURTHER THAT the Board of Directors of the Company (hereinafter called the ‘Board’, which term shall be deemed to include any person (s) authorized and / or Committee which the Board may have constituted or hereinafter constitute to exercise its powers including the powers conferred by this Resolution), be and are hereby authorized to do all such acts, deeds, matters and things, as may be considered requisite, desirable, appropriate or necessary to give effect to this resolution and effectively implement the Scheme and to accept such modifications, amendments, limitations and/or conditions, if any, (including withdrawal of the Scheme), which may be required or directed by NCLT while sanctioning the Scheme or by any authorities under law or as may be required for the purpose of resolving any doubts or difficulties that may arise in giving effect to the Scheme, as the Board of Directors may deem fit and proper.”

For Quess Corp Limited

Sd/-

Kundan Kumar Lal

VP-Legal & Company Secretary

Dated this 12th day of July 2019

Registered Office:

**3/3/2, Bellandur Gate, Sarjapur Main Road,
Bengaluru- 560103**

NOTES:

1. Each equity shares constitute one vote as such the holder of such share can either opt for voting at the venue of the meeting of the equity shareholders of the Company or by exercise voting through e-voting mechanism. If you opt for e-voting, then do not vote at the venue of the meeting and vice-versa. In case of equity shareholders exercising their right to vote via both modes, i.e. at the venue of the meeting of the equity shareholders of the Company as well as e-voting, then e-voting shall prevail over voting by the said equity shareholder at the venue of the meeting of the equity shareholders and the vote cast at the venue of the meeting by that equity shareholder shall be treated as invalid.
2. A copy of the Composite Scheme of Arrangement, explanatory statement under Section 230 of the Companies Act, 2013, Form of Proxy and attendance slip are enclosed.
3. **A REGISTERED EQUITY SHAREHOLDER IS ENTITLED TO ATTEND AND VOTE AT THE MEETING AND IS ENTITLED TO APPOINT A PROXY TO ATTEND AND VOTE INSTEAD OF HIMSELF/HERSELF AND SUCH PROXY NEED NOT BE A MEMBER. THE INSTRUMENT APPOINTING THE PROXY, IN ORDER TO BE EFFECTIVE, MUST BE DEPOSITED AT THE COMPANY'S REGISTERED OFFICE, DULY COMPLETED AND SIGNED IN THE FORMAT SENT HERewith, NOT LESS THAN FORTY-EIGHT HOURS BEFORE THE COMMENCEMENT OF THE MEETING.**
4. As per Section 105 of the Companies Act, 2013 and rules made thereunder, a person can act as Proxy on behalf of not more than 50 (fifty) members holding in aggregate, not more than 10% (ten percent) of the total share capital of the Applicant Company carrying voting rights. Further, a member holding more than 10% of the total share capital of the Applicant Company carrying voting rights may appoint a single person as Proxy and such person shall not act as Proxy for any other person or shareholder.
5. All alterations made in the form of proxy should be initialled by equity shareholders.
6. NCLT by its Order has directed that a meeting of the equity shareholders of the Applicant Company shall be convened and held at Novotel Hotel, Opposite RMZ Ecospace Business Park, Sarjapur Outer Ring Road, Bengaluru – 560103 on Tuesday, August 20, 2019 at 10:00 A.M. for the purpose of considering, and if thought fit, approving, with or without modification(s), the arrangement embodied in the Scheme. Equity shareholders would be entitled to vote in the said meeting either in person or through proxy.
7. In compliance with the provisions of (i) Section 230(4) read with Sections 108 and 110 of the Companies Act, 2013; (ii) Rule 6(3)(xi) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016; (iii) Rule 22 read with Rule 20 and other applicable provisions of the Companies (Management and Administration) Rules, 2014; (iv) Regulation 44 and other applicable provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015; and (v) Circular No. CFD/DIL3/CIR/2017/21 dated 10th March, 2017 issued by the Securities and Exchange Board of India, the Applicant Company has provided the facility of voting by postal ballot and e-voting so as to enable the equity shareholders, which includes the Public Shareholders (as defined below), to consider and approve the Scheme by way of the aforesaid resolution. Accordingly, voting by equity shareholders of the Applicant Company to the Scheme shall be carried out through (i) postal ballot or e-voting and (ii) ballot or polling paper at the venue of the meeting to be held on August 20, 2019.
8. The equity shareholders of the Applicant Company whose names appear in the records of the Company as on July 11, 2019 shall be eligible to attend and vote at the meeting of the equity shareholders of the Applicant Company or cast their votes using remote e-voting facility. Any person who acquires shares of the Company and becomes member of the Applicant Company after the cut-off date i.e., July 11, 2019 shall not be eligible to vote either electronically or voting through postal ballot or at the NCLT Convened Meeting.
9. The voting by the equity shareholders (including the Public Shareholders) through the postal ballot or e- voting shall commence at 9.00 a.m. on July 20, 2019 and shall close at 5:00 p.m. on August 19, 2019.
10. The authorized representative of a Body Corporate or Foreign Institutional Investor ("FII") which is a registered equity shareholder of the Applicant Company may attend and vote at the meeting, provided a certified copy of the resolution of the Board of Directors or other governing body of such Body Corporate/ FII, authorizing

such representative to attend and vote at the meeting on behalf of such body corporate/ FII is deposited at the Registered Office of the Applicant Company not later than 48 (forty eight) hours before the commencement of the meeting.

11. During the period beginning 24 (twenty four) hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting, a member would be entitled to inspect the proxies lodged at any time during the business hours of the Company, provided that not less than 3 (three) days of notice in writing is given to the Company.
12. Registered equity shareholders are informed that in case of joint holders attending the meeting, only such joint holder whose name stands first in the Register of Members of the Transferee Company in respect of such joint holding will be entitled to vote.
13. Equity Shareholders are requested to hand over the enclosed Attendance Slip, duly signed in accordance with their specimen signature(s) registered with the Applicant Company for admission to the Meeting Hall. Equity Shareholders who hold shares in dematerialized form are requested to bring in their Client ID and DP ID numbers for identification.
14. The notice is being sent to all the equity Shareholders, whose name appeared in the Register of Members as on July 11, 2019. This notice of the Court Convened Meeting of the Shareholders of the Company is also displayed/posted on the website of the Company www.quessscorp.com and also of NSDL viz., <https://evoting.nsdl.co.in>
15. The Notice convening the aforesaid meeting will be published through advertisement in Business Standard in English language and in Hosadigantha in Kannada.
16. In terms of SEBI Circular No. CFD/DIL3/CIR/201721 dated 10th day of March 2017, the Company has provided the facility of e-voting to its Public Shareholders. NCLT, by its Order, has, *inter alia*, held that since the Company is directed to convene a meeting of its equity shareholders, which includes Public Shareholders.
17. In accordance with the provisions of Section 230-232 of the Companies Act, 2013, the Scheme shall be acted upon only if a majority in number representing three fourth in value of the equity shareholders of the Company, voting in person or by proxy and e-voting, agree to the Scheme.
18. Further, in accordance, with the SEBI circular, the Scheme shall be acted upon if the number of votes cast by the Public Shareholders (through e-voting) in favour of the aforesaid resolution for approval of Scheme is more than the number of votes cast by the Public Shareholders against it.
19. The material documents referred to in the accompanying Explanatory Statement shall be open for inspection by the Equity Shareholders at the Registered office of the Applicant Company on all working days between 11.00 a.m. to 1.00 p.m. The Applicant Company has engaged NSDL to provide remote e-voting facilities to the equity Shareholders of the Applicant Company to exercise votes on the business given in Notice, through electronic voting system to those shareholders holding shares as on July 11, 2019, being the cut-off date fixed for determining voting rights of shareholders entitled to participate in the remote e-voting process.
20. The results of voting will be declared to the Stock Exchanges viz., BSE Limited and National Stock Exchange of India Limited, after the aforesaid meeting. The results along with the Scrutinizer's Report shall also be placed on the website of the Applicant Company www.quessscorp.com and on the website of NSDL-<https://evoting.nsdl.co.in>
21. A postal ballot form along with self-addressed postage pre-paid envelope is also enclosed. Equity shareholders' voting in physical form is requested to carefully read the instructions printed in the attached postal ballot form. Equity shareholders who have received the postal ballot form by e-mail and who wish to vote through postal ballot form can download the postal ballot form from the Applicant Company's website www.quessscorp.com or seek duplicate postal ballot form from the Applicant Company.
22. Equity shareholders shall fill in the requisite details and send the duly completed and signed postal ballot form in the enclosed self-addressed postage pre-paid envelope to the scrutinizer so as to reach the scrutinizer before 5.00 p.m. on or before August 19, 2019. Postal ballot form, if sent by courier or by registered post/speed post at the expense of an equity shareholder will also be accepted. Any postal ballot form received after the said date and time period shall be treated as if the reply from the equity shareholders has not been received.

23. Incomplete, unsigned, improperly or incorrectly tick marked postal ballot forms will be rejected by the scrutinizer.
24. The vote on postal ballot cannot be exercised through proxy.
25. There will be only 1 (one) postal ballot form for every registered folio/client ID irrespective of the number of joint equity shareholders.
26. The postal ballot form should be completed and signed by the equity shareholders (as per specimen signature registered with the Applicant Company and/or furnished by the Depositories). In case, shares are jointly held, this form should be completed and signed by the first named equity shareholder and, in his/her absence, by the next named equity shareholder. Holder(s) of Power of Attorney ("POA") on behalf of an equity shareholder may vote on the postal ballot mentioning the registration number of the POA with the Applicant Company or enclosing a copy of the POA authenticated by a notary. In case of shares held by companies, societies etc., the duly completed postal ballot form should be accompanied by a certified copy of the board resolution/ authorization giving the requisite authority to the person voting on the postal ballot form.
27. Ms. Manjula B S, Practicing Cost Accountant has been appointed as the scrutinizer to conduct the postal ballot and e-voting process and voting at the venue of the meeting in a fair and transparent manner.
28. The scrutinizer will submit her combined report to the Chairman of the meeting after completion of the scrutiny of the votes cast by the equity shareholders, which includes Public Shareholders, of the Applicant Company through (i) e-voting process, (ii) postal ballot and (iii) ballot or polling paper at the venue of the meeting. The scrutinizer will also submit a separate report with regard to the result of the postal ballot and e-voting in respect of Public shareholders. The scrutinizer's decision on the validity of the vote (including e-votes) shall be final. The results of votes cast through (i) e-voting process, (ii) postal ballot and (iii) ballot or polling paper at the venue of the meeting including the separate results of the postal ballot and e-voting exercised by the Public Shareholders will be announced on or before August 22, 2019 at the registered office of the Applicant Company. The results, together with the scrutinizer's Reports, will be displayed at the registered office of the Applicant Company, on the website of the Applicant Company www.quessecorp.com and on the website of National Securities Depository Limited ("NSDL") <https://evoting.nsdl.co.in>, besides being communicated to BSE Limited, National Stock Exchange of India Limited.
29. The equity shareholders of the Applicant Company (which includes Public Shareholders) can opt only one mode for voting i.e. by postal ballot or e-voting or voting at the venue of the meeting. If an equity shareholder has opted for e-voting, then he/ she should not vote by postal ballot form also and vice versa. However, in case equity shareholder(s) (which includes Public Shareholder(s)) cast their vote both via postal ballot and e-voting, then voting validly done through e-voting shall prevail and voting done by postal ballot shall be treated as invalid.
30. The equity shareholders of the Applicant Company attending the meeting who have not cast their vote either through postal ballot or e-voting shall be entitled to exercise their vote at the venue of the meeting. Equity shareholders who have cast their votes through postal ballot or e-voting may also attend the meeting but shall not be entitled to cast their vote again.
31. The Applicant Company has engaged the services of National Securities Depository Limited ("NSDL") for facilitating e- voting for the said meeting to be held on August 20, 2019. Equity shareholders desiring to exercise their vote by using e-voting facility are requested to follow the instructions mentioned 32 below.
32. Voting through Remote e-voting :
 - I. In compliance with provisions of Section 108 of the Companies Act, 2013, Rule 20 of the Companies (Management and Administration) Rules, 2014 as amended by the Companies (Management and Administration) Amendment Rules, 2015 and Regulation 44 of SEBI (Listing Obligations and Disclosure Requirements), Regulations, 2015, the Company is pleased to provide members facility to exercise their right to vote on resolutions proposed to be considered at the aforesaid meeting by electronic means and the business may be transacted through e-Voting Services. The facility of casting the votes by the members using an electronic voting system from a place other than venue at the aforesaid meeting ("remote e-voting") will be provided by National Securities Depository Limited (NSDL).

- II. The members who have cast their vote by remote e-voting prior to the aforesaid meeting may also attend the aforesaid meeting but shall not be entitled to cast their vote again.
- III. The remote e-voting period commences on July 20, 2019 (09:00 a.m.) and ends on August 19, 2019 (05:00 p.m.). During this period Equity Shareholders of the Company, holding shares either in physical form or in dematerialized form, as on the cut-off date of July 11, 2019 may cast their vote by remote e-voting. The remote e-voting module shall be disabled by NSDL for voting thereafter. Once the vote on a resolution is cast by the member, the Equity Shareholder shall not be allowed to change it subsequently.
- IV. The process and manner for remote e-voting are as under:

The way to vote electronically on NSDL e-Voting system consists of “Two Steps” which are mentioned below:

Step 1: Log-in to NSDL e-Voting system at <https://www.evoting.nsdl.com/>

Step 2: Cast your vote electronically on NSDL e-Voting system.

Details on Step 1 is mentioned below:

1. Visit the e-Voting website of NSDL. Open web browser by typing the following URL: <https://www.evoting.nsdl.com/> either on a Personal Computer or on a mobile.
2. Once the home page of e-Voting system is launched, click on the icon “Login” which is available under ‘Shareholders’ section.
3. A new screen will open. You will have to enter your User ID, your Password and a Verification Code as shown on the screen.

Alternatively, if you are registered for NSDL eservices i.e. IDEAS, you can log-in at <https://eservices.nsdl.com/> with your existing IDEAS login. Once you log-in to NSDL eservices after using your log-in credentials, click on e-Voting and you can proceed to Step 2 i.e. cast your vote electronically.

4. Your User ID details are given below :

Manner of holding shares i.e. Demat (NSDL or CDSL) or Physical	Your User ID is:
a) For Members who hold shares in demat account with NSDL.	8 Character DP ID followed by 8 Digit Client ID For example if your DP ID is IN300*** and Client ID is 12***** then your user ID is IN300***12*****.
b) For Members who hold shares in demat account with CDSL.	16 Digit Beneficiary ID For example if your Beneficiary ID is 12***** then your user ID is 12*****.
c) For Members holding shares in Physical Form.	EVEN Number followed by Folio Number registered with the company For example if folio number is 001*** and EVEN is 101456 then user ID is 101456001***

5. Your password details are given below:
 - a) If you are already registered for e-Voting, then you can use your existing password to login and cast your vote.
 - b) If you are using NSDL e-Voting system for the first time, you will need to retrieve the ‘initial password’ which was communicated to you. Once you retrieve your ‘initial password’, you need to enter the ‘initial password’ and the system will force you to change your password.

- c) How to retrieve your 'initial password'?
 - i) If your email ID is registered in your demat account or with the company, your 'initial password' is communicated to you on your email ID. Trace the email sent to you from NSDL from your mailbox. Open the email and open the attachment i.e. a .pdf file. Open the .pdf file. The password to open the .pdf file is your 8 digit client ID for NSDL account, last 8 digits of client ID for CDSL account or folio number for shares held in physical form. The .pdf file contains your 'User ID' and your 'initial password'.
 - ii) If your email ID is not registered, your 'initial password' is communicated to you on your postal address.
6. If you are unable to retrieve or have not received the "Initial password" or have forgotten your password:
 - a) Click on "**Forgot User Details/Password?**"(If you are holding shares in your demat account with NSDL or CDSL) option available on www.evoting.nsdl.com.
 - b) **Physical User Reset Password?**" (If you are holding shares in physical mode) option available on www.evoting.nsdl.com.
 - c) If you are still unable to get the password by aforesaid two options, you can send a request at evoting@nsdl.co.in mentioning your demat account number/folio number, your PAN, your name and your registered address.
 - d) Members can also use the OTP (One Time Password) based login for casting the votes on the e-Voting system of NSDL.
7. After entering your password, tick on Agree to "Terms and Conditions" by selecting on the check box.
8. Now, you will have to click on "Login" button.
9. After you click on the "Login" button, Home page of e-Voting will open.

Details on Step 2 is given below:

1. After successful login at Step 1, you will be able to see the Home page of e-Voting. Click on e-Voting. Then, click on Active Voting Cycles.
2. After click on Active Voting Cycles, you will be able to see all the companies "EVEN" in which you are holding shares and whose voting cycle is in active status.
3. Select "EVEN" of company for which you wish to cast your vote.
4. Now you are ready for e-Voting as the Voting page opens.
5. Cast your vote by selecting appropriate options i.e. assent or dissent, verify/modify the number of shares for which you wish to cast your vote and click on "Submit" and also "Confirm" when prompted.
6. Upon confirmation, the message "Vote cast successfully" will be displayed.
7. You can also take the printout of the votes cast by you by clicking on the print option on the confirmation page.
8. Once you confirm your vote on the resolution, you will not be allowed to modify your vote.

General Guidelines for shareholders

1. Institutional shareholders (i.e. other than individuals, HUF, NRI etc.) are required to send scanned copy (PDF/JPG Format) of the relevant Board Resolution/ Authority letter etc. with attested specimen signature of the duly authorized signatory(ies) who are authorized to vote, to the Scrutinizer by e-mail to mishra@snmassociates.in with a copy marked to evoting@nsdl.co.in.
2. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential. Login to the e-voting website will be disabled upon five unsuccessful

attempts to key in the correct password. In such an event, you will need to go through the “Forgot User Details/Password?” or “Physical User Reset Password?” option available on www.evoting.nsdl.com to reset the password.

3. In case of any queries, you may refer the Frequently Asked Questions (FAQs) for Shareholders and e-voting user manual for Shareholders available at the download section of www.evoting.nsdl.com or call on toll free no.: 1800-222-990 or send a request at evoting@nsdl.co.in

You can also update your mobile number and e-mail id in the user profile details of the folio which may be used for sending future communication(s).

The voting rights of members shall be in proportion to their shares of the paid up equity share capital of the Company as on the cut-off date of July 11, 2019.

If you are already registered with NSDL for remote e-voting then you can use your existing user ID and password for casting your vote. If you forgot your password, you can reset your password by using “Forgot User Details/Password?” or “Physical User Reset Password?” option available on www.evoting.nsdl.com or contact NSDL at the following toll free no.: 1800-222-990.

A Equity Shareholders may participate in the aforesaid meeting even after exercising his right to vote through remote e-voting but shall not be allowed to vote again at the aforesaid meeting.

The Results declared along with the report of the Scrutinizer shall be placed on the website of the Company www.quessecorp.com and on the website of NSDL, www.nsdl.com immediately after the declaration of result by the Chairman or a person authorized by him in writing. The results shall also be immediately forwarded to the stock exchanges.

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL BENGALURU BENCH AT BENGALURU
ORIGINAL JURISDICTION**

IN THE MATTER OF COMPANIES ACT, 2013

AND

**IN THE MATTER OF SECTIONS 230 TO 232, 52, 55 AND 66 OF THE COMPANIES ACT, 2013 AND OTHER
APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013 READ WITH COMPANIES (COMPROMISES,
ARRANGEMENTS AND AMALGAMATION) RULES, 2016**

AND

IN THE MATTER OF QUESS CORP LIMITED

AND

**IN THE MATTER OF SCHEME OF ARRANGEMENT AND AMALGAMATION AMONGST THOMAS COOK
(INDIA) LIMITED AND TRAVEL CORPORATION (INDIA) LIMITED AND TC TRAVEL SERVICES LIMITED AND
TC FOREX SERVICES LIMITED AND SOTC TRAVEL MANAGEMENT PRIVATE LIMITED AND QUESS CORP
LIMITED AND THEIR RESPECTIVE SHAREHOLDERS**

CA (CAA) NO. 38 /BB/ 2019

QUESS Corp Limited

CIN: L74140KA2007PLC043909

Registered Office: 3/3/2, Bellandur Gate,
Sarjapur Main Road,
Bengaluru 560103

.. APPLICANT COMPANY / RESULTING COMPANY NO. 2

**EXPLANATORY STATEMENT PURSUANT TO SECTION 102, 230 AND 232 OF THE COMPANIES ACT, 2013
READ WITH RULE 6 OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS)
RULES, 2016 TO THE NOTICE CALLING THE MEETING OF EQUITY SHAREHOLDERS OF THE APPLICANT
COMPANY (INCLUDING PUBLIC SHAREHOLDERS) PURSUANT TO ORDER DATED JUNE 28, 2019 OF THE
HON'BLE NATIONAL COMPANY LAW TRIBUNAL, BENGALURU BENCH**

1. Pursuant to the Order dated June 28, 2019 passed by the Bengaluru Bench of National Company Law Tribunal in the Company Application referred to hereinabove. Separate meetings of the Equity Shareholders, Secured and Unsecured Creditors of the Applicant Company is to be held on Tuesday, August 20, 2019 at 10:00 A.M., 11:30 A.M. & 12:00 P.M., at Novotel Hotel, Opposite RMZ Ecospace Business Park, Sarjapur Outer Ring Road, Bengaluru, Karnataka 560103. For the purpose of considering and, if thought fit, approving with or without modification(s) the Composite Scheme of Arrangement and Amalgamation amongst Thomas Cook (India) Limited and Travel Corporation (India) Limited and TC Travel Services Limited and TC Forex Services Limited and SOTC Travel Management Private Limited and Quess Corp Limited their respective shareholders.
2. In this statement, Quess Corp Limited is hereinafter referred to as Applicant Company.
3. A copy of the Scheme setting out in detail the terms and conditions of the arrangement, inter alia, providing for the proposed Composite Scheme of Arrangement and Amalgamation amongst Thomas Cook (India) Limited and Travel Corporation (India) Limited and TC Travel Services Limited and TC Forex Services Limited and SOTC Travel Management Private Limited and Quess Corp Limited and their respective shareholders, which was initially approved by the Board of Directors of the Applicant Company at its meetings held on April 23, 2018 and then subsequently amended and approved by the Administration and Investment Committee of Board of Directors on December 19, 2018 is attached to this explanatory statement and forms part of this statement as **Annexure A**.
4. Background of the Applicant Company and Transferee Company (ies) is as under:
 - I. The Applicant Company was incorporated on September 19, 2007 under the name and style "IRIS Capital Solutions Private Limited" with the Registrar of Companies, Karnataka at Bengaluru with registration no. U74140KA2007PTC043909 and PAN AABC17601M. Thereafter, the name was changed to "IKYA Human Capital Solutions Private Limited" with effect from October 15, 2007. Subsequently, it was converted to a public limited company with the name "IKYA Human Capital Solutions Limited" with effect from July 2, 2013.

Thereafter, the name was changed to “Quess Corp Limited” with effect from January 2, 2015. The Applicant Company is engaged in the business of People & Services, Global Technology Solutions, Integrated Facility Management & Industrial Asset Management.

The Registered office of the Applicant Company is situated at 3/3/2, Bellandur Gate, Sarjapur Main Road, Bangalore – 560 103.

Equity shares of the Applicant Company No. 1 are listed on BSE Limited (“**BSE**”) and National Stock Exchange of India Limited (“**NSE**”) and Secured, Rated, Listed, Redeemable, Non-convertible Debentures are listed on BSE Limited (“**BSE**”).

- II. Thomas Cook (India) Limited (hereinafter also referred to as the “**TCIL**”) was incorporated on October 21, 1978 under the provisions of the Companies Act, 1956, with CIN L63040MH1978PLC020717 and PAN No. AAAC4050C. TCIL is engaged in the business of Financial service, travel related services, vacation ownership and resorts business, human resource services, The equity shares and debentures of TCIL are listed on BSE Limited (“**BSE**”) and National Stock Exchange of India Limited (“**NSE**”).

The Registered Office of the Thomas Cook Building is situated at Dr. D. N. Road, Fort, Mumbai 400001, Maharashtra.

- III. Travel Corporation (India) Limited (hereinafter also referred to as the “**TCI**”) was incorporated on July 19, 1961 under the provisions of the Companies Act, 1956, with CIN U63040MH1961PLC012067 and PAN No. AAAC6856T. TCI is engaged in the business of handling inward foreign tourist activity in India including independent and conducted tours, safaris, expeditions, conferences, meetings and other group movements and also to handle similar foreign tourist activity in other parts of the world through its own offices and agents and correspondents. TCI is a wholly owned subsidiary of TCIL.

The Registered office of the TCI is situated at 324, Dr. D. N. Road, Fort, Mumbai 400001, Maharashtra.

- IV. TC Travel Services Limited (hereinafter also referred to as the “**TCTSL**”) was incorporated on October 15, 2008 under the provisions of the Companies Act, 1956, under the name and style “TC Travel And Services Limited”. Later the name was changed to the present name with effect from July 25, 2018. The CIN is U63040MH2008PLC187559 and PAN No. AADCT0440M. TCTSL is engaged in the business of travel and ticketing business and offers a wide range of services including airline ticketing, booking hotel accommodation, visa and passport facilitation, travel insurance etc. TCTSL is a wholly owned subsidiary of TCIL.

The Registered office of the TCTSL is situated at 324, Dr. D. N. Road, Fort, Mumbai 400001, Maharashtra.

- V. TC Forex Services Limited (hereinafter also referred to as the “**TCF**”) was incorporated on November 07, 2006 under the provisions of the Companies Act, 1956, under the name and style of “T T Holdings & Services Private Limited”. The name was later changed to Tata Capital Forex Limited and to the present name with effect from October 30, 2017 with CIN U63040MH2008PLC187559 and PAN No. AACCT6156D. TCF is engaged in the business of travel and ticketing business offering a complete range of travel related foreign exchange products. The wide range of products provided by TCF includes currency notes, travel cards and traveller's cheques etc. TCF is registered with the RBI as Full Fledged Money Changer and deals in buying, selling and conversion of all types of foreign currencies. TCF is a wholly owned subsidiary of TCIL.

The Registered office of the TCF is situated at 324, Dr. D. N. Road, Fort, Mumbai 400001, Maharashtra.

- VI. SOTC Travel Management Private Limited (hereinafter also referred to as the “**SOTC**”) was incorporated on April 20, 2001 under the provisions of the Companies Act, 1956, under the name and style SITA Travels and Tours Private Limited. The name was later changed to the present name with effect from August 05, 2016 with CIN U63040MH2001PTC131693 and PAN AAGCS6728Q. SOTC is engaged in the business of travel agents and tour operators and booking and reserving accommodation, seats berths for passenger, persons, for carriage by air, sea, lands, waterways and work as agents for airlines, shipping, tour operators, railways, travel agencies, and cruises within India or outside India. SOTC TRAVEL is a wholly owned subsidiary of TCIL.

The Registered office of the SOTC is situated at 7th Floor, Tower A, Urmi Estate 95, Ganpatrao Kadam Marg, Lower Parel (W), Mumbai 400013, Maharashtra

VII. Capital Structure

- a. The Authorized, Issued, Subscribed and Paid-Up share capital of the Applicant Company as on March 31, 2019, was as follows:

Authorized Capital	Amount (in Lakhs)
20,00,00,000 Equity shares of Rs. 10 each	20,000.00
Issued, Subscribed and Paid-up Capital##	Amount (in Lakhs)
14,60,84,833 Equity shares of Rs. 10 each, fully paid up	14,608.48

Certain employee stock options granted to employees of Quess may get exercised before the Effective Date. The details of unexercised employee stock options (net of cancellation) of the employees of Quess as on March 31, 2019 are set out below:

Unexercised stock options	Amount in INR
836,126 options entitling equivalent Equity Shares of Rs. 10 each	83,61,260
Total	83,61,260

- b. The Authorised, Issued, Subscribed and Paid-Up share capital of the TCIL as on 31st March 2019, was as follows:

Authorised Capital	Amount (In Lakhs)
1,335,000,000 Equity Shares of Re. 1 each	13,350.0
250,000,000 Preference Shares of Rs. 10 each	25,000.0
Total	38,350.00
Issued, Subscribed and Paid-up capital:	Amount (In Lakhs)
370,728,308 Equity Shares of Re. 1 each fully paid up	3,707.3

#The paid up capital may change due to exercise of employee stock options before and after the Effective Date and the total outstanding employee stock options under the various ESOP schemes of TCIL as on March 31, 2019 are set out below:

Outstanding stock options	Amount (In Lakhs)
76,77,190 options entitling equivalent Equity Shares of Re. 1 each	76,77,190
Total	76,77,190

- c. The Authorised, Issued, Subscribed and Paid-Up share capital of the TCI as on 31st March 2019, was as follows:

Authorised Capital	Amount (In Lakhs)
19,430,000 Equity Shares of Rs. 10 each	1943.0
300,000,000 Preference Shares of Rs. 10 each	30,000.0
Total	31,943.0
Issued, Subscribed and Paid-up capital:	Amount (In Lakhs)
1,649,931 Equity Shares of Rs. 10 each fully paid up	164.99
263,709,264 Preference Shares of Rs. 10 each fully paid up	26370.92
Total	26535.91

- d. The Authorised, Issued, Subscribed and Paid-Up share capital of the TCTSL as on 31st March 2019, was as follows:

Authorised Capital	Amount (In Lakhs)
25,000,000 Equity Shares of Rs. 10 each	2500.00
Issued, Subscribed and Paid-up capital:	Amount (In Lakhs)
25,000,000 Equity Shares of Rs. 10 each fully paid up	2500.00

- e. The Authorised, Issued, Subscribed and Paid-Up share capital of the TCF as on 31st March 2019, was as follows:

Authorised Capital	Amount (In Lakhs)
2,00,00,000 Equity Shares of Rs. 10 each	2000.00
Issued, Subscribed and Paid-up capital:	Amount (In Lakhs)
11,845,133 Equity Shares of Rs. 10 each fully paid up	1184.51

- f. The Authorised, Issued, Subscribed and Paid-Up share capital of the SOTC as on 31st March 2019, was as follows:

Authorised Capital	Amount (In Lakhs)
10,000 Equity Shares of Rs. 10 each	1.00
Issued, Subscribed and Paid-up capital:	Amount (In Lakhs)
10,000 Equity Shares of Rs. 10 each fully paid up	1.00

VIII. The Board of Directors of the Applicant Company have approved and adopted the Composite Scheme of Arrangement and Amalgamation amongst Thomas Cook (India) Limited and Travel Corporation (India) Limited and TC Travel Services Limited and TC Forex Services Limited and SOTC Travel Management Private Limited and Quess Corp Limited and their respective shareholder at its meeting held on April 23, 2018 and the Scheme was amended by the Administration & Investment Committee of the Board of Directors at their meeting held on December 19, 2018. The extract of the Board Resolutions dated April 23, 2018 and the meeting of Administration & Investment Committee held on December 19, 2018 is enclosed.

VOTING DETAILS FOR THE BOARD MEETING DATED APRIL 23, 2018

Sr. No.	Name of the Director	Attended (Yes/ No)	Voted (Favour/ Against)
1.	Mr. Ajit Isaac	Yes	Favour
2.	Mr. Subrata Nag	Yes	Favour
3.	Mr. Chandran Ratnaswami	No	--
4.	Mr. Madhavan Menon	No	--
5.	Mr. Pratip Chaudhuri	Yes	Favour
6.	Mr. Pravir Kumar Vohra	Yes	Favour
7.	Ms. Revathy Ashok	Yes	Favour
8.	Mr. Sanjay Anandaram	Yes	Favour

VOTING DETAILS FOR THE ADMINISTRATION AND INVESTMENT COMMITTEE MEETING DATED DECEMBER 19, 2018

Sr. No.	Name of the Director	Attended (Yes/ No)	Voted (Favour/Against)
1.	Mr. Ajit Isaac	Yes	Favour
2.	Mr. Subrata Nag	Yes	Favour

IX. BSE & NSE have issued their respective observation letters for the proposed Composite Scheme of Arrangement and Amalgamation amongst Thomas Cook (India) Limited and Travel Corporation (India) Limited and TC Travel Services Limited and TC Forex Services Limited and SOTC Travel Management Private Limited and Quess Corp Limited and their respective shareholders.

X. REPORT UNDER SECTION 230 AND 232 OF THE COMPANIES ACT 2013

A. Under the proposed Scheme, the entire assets and liabilities of the Demerged undertaking 2 (as defined clause 1.9 of the scheme) is proposed to be transferred to and vested in Quess Corp Limited. The said scheme will be effective from April 1, 2019 the Appointed Date.

B. Rationale and Purpose of the Scheme:

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

Undertaking 2 which is the Human Resource Services Business into Quess. Upon segregation of identified business undertakings and amalgamation, TCIL, SOTC TRAVEL and Quess shall achieve higher long-term financial returns, increased competitive strength, cost reduction and efficiencies, productivity gains, and logistical advantages, thereby significantly contributing to future growth in their respective business verticals. Apart from the various benefits/advantages stated and illustrated above, the management of TCIL, SOTC TRAVEL, Quess and Transferor Companies are of the opinion that the following benefits shall also be enjoyed and realized by all the stakeholders:

- i) **Streamlining businesses:** Currently, TCIL along with its subsidiaries, joint ventures and associate companies is engaged in various businesses such as financial services, travel and related services, vacation ownership and resorts business and human resource services. SOTC TRAVEL is engaged in business of tours & travels, travel agents, tour operators etc. Further, Transferor Companies are engaged in business of forex, tours etc. Quess is India's leading integrated business services provider and is engaged in providing services in the field of: (i) industrial asset management, (ii) integrated facility management, (iii) human resource services, (iv) global technology solutions, and (v) internet business. In order to streamline the business both from operating and management perspective, it is proposed to consolidate alike businesses into a single identified entity and segregate other businesses into another identified entity creating a niche dedicated and focused business segment without any risk or overlap of one business over the other. Accordingly, the Inbound Business of TCI will be demerged into SOTC TRAVEL and residual TCI, TCF and TCTSL will amalgamate into TCIL. The 'Human Resource Service Business' carried on by TCIL through itself and through Quess has significant potential for growth and profitability. The nature of risk, challenges, competition, opportunities for the 'Human Resource Service Business' is distinct and separate from the travel related business carried on by TCIL. The 'Human Resource Service Business' is capable of attracting a different set of investors, strategic partners and stakeholders. The proposed Scheme would create enhanced value for the stakeholders.
 - ii) **Resources:** The Scheme will improve organizational capability arising from the pooling of human capital that have diverse skills, talent, and vast experience, and facilitate mobility of human resources of Transferor Companies and the employees in the subsidiaries belonging to the Transferor Companies and vice versa, greater integration and greater employees' strength and flexibility for the amalgamated entity, which would result in maximizing overall shareholder value and will improve the competitive position of all the companies.
 - iii) **Streamlining the holding in various operating companies of the group:** The Scheme will result in administrative and operational rationalization, organizational efficiencies, and in economies of scale, reduction in overheads and other expenses and optimum utilization of resources, which will go a long way in strengthening the business model that would be competitive and cogent.
 - iv) **Focused management:** Pursuant to the Scheme, similar businesses will vest together thereby providing focused management and propel the growth of each business.
 - v) **Efficiency in fund raising and de-risking businesses:** With consolidation of like businesses, the companies can leverage on the combined strength of the businesses and raise funds efficiently as well as de-risk other businesses that are segregated.
 - vi) **Reduction in number of companies and regulatory compliance thereof:** TCI, TCF and TCTSL are wholly owned subsidiaries of TCIL. This will lead to a reduction of shareholding layers, overheads and facilitate administrative convenience.
8. The proposed corporate restructuring mechanism by way of a composite scheme of arrangement and amalgamation under the provisions of the Act is beneficial, advantageous and not prejudicial to the interests of the shareholders, creditors and other stakeholders of all the companies involved.

9. This Scheme also provides for various other matters consequential or otherwise integrally connected herewith.
10. The Scheme will not in any manner be prejudicial to the interests of the concerned shareholders and creditors or general public at large.

The valuation report issued by Talati & Talati, Chartered Accountants is enclosed herewith.

C. Consideration

Upon the coming into effect of this Scheme, and in consideration of the transfer and vesting of the Demerged Undertaking 2 (as defined under clause 1.9 of the Scheme) of TCIL in Qess, Qess shall, immediately following the transfer and vesting of the Demerged Undertaking 2 of TCIL into Qess described in Clause 31, without any further application, act, instrument or deed, issue and allot equity shares to all the equity shareholders of TCIL, whose names appear in the register of members as on the Record Date 2 (as defined under clause 1.27 of the Scheme), fully paid up equity shares of Qess in the following manner ("**Share Entitlement Ratio**"):

1886 equity shares of Qess of INR 10/- each fully paid up for every 10,000 equity shares held in TCIL of INR 1/- each fully paid up.

XI. SUMMARY OF ASSETS AND LIABILITIES

- A. A summary of the assets and liabilities of the Applicant Company as per the Audited Balance Sheet as on March 31, 2019 are as follows:

Liabilities	Amount (In Rs. Lakh)	Assets	Amount (In Rs. Lakh)
Share capital	14608.48	Fixed Assets	5081.56
Reserves and surplus	244888.04	Non-Current Assets	207383.1
Non-Current liabilities	22098.13	Current Assets	159989.59
Current liabilities	90859.60		
TOTAL	372454.25	TOTAL	372454.25

- B. As per the Audited balance sheet made up to March 31, 2019, the summarized position of the Assets and Liabilities of the TCIL was as follows:

Liabilities	Amount (In Rs. Lakh)	Assets	Amount (In Rs. Lakh)
Share capital	3707.3	Non-current assets	158,264.7
Reserves and surplus	168,043.8	Current assets	127,622.8
Non-current liabilities	1,275.1		
Current liabilities	112,861.3		
Total	285,887.5	Total	285,887.5

- C. As per the Audited balance sheet made up to March 31, 2019, the summarized position of the Assets and Liabilities of the TCI was as follows:

Liabilities	Amount (In ₹ Lakh)	Assets	Amount (In ₹ Lakh)
Share capital	165.0	Non-current assets	33,789.6
Preference Share Capital	26,370.9	Current assets	35,083.7
Reserves and surplus	(941.8)		
Non-current liabilities	4014.0		
Current liabilities	39,265.2		
Total	68,873.3	Total	68,873.3

- D. As per the Audited balance sheet made up to March 31, 2019, the summarized position of the Assets and Liabilities of the TCTSL was as follows:

Liabilities	Amount (In ₹ Lakh)	Assets	Amount (In ₹ Lakh)
Share capital	2,500	Non-current assets	371.6
Reserves and surplus	(2,617.7)	Current assets	2,804.6
Non-current liabilities	-		
Current liabilities	3,293.9		
Total	3,176.2	Total	3,176.2

- E. As per the Audited balance sheet made up to March 31, 2019, the summarized position of the Assets and Liabilities of the TCF was as follows:

Liabilities	Amount (In ₹ Lakh)	Assets	Amount (In ₹ Lakh)
Share capital	1,184.5	Non-current assets	543.7
Reserves and surplus	(1,062.4)	Current assets	4,490.1
Non-current liabilities	127.6		
Current liabilities	4,784.1		
Total	5,033.8	Total	5,033.8

- F. As per the Audited balance sheet made up to March 31, 2019, the summarized position of the Assets and Liabilities of the SOTC was as follows:

Liabilities	Amount (In ₹ Lakh)	Assets	Amount (In ₹ Lakh)
Share capital	1.0	Non-current assets	9.0
Reserves and surplus	(0.9)	Current assets	-
Non-current liabilities	-		
Current liabilities	8.9		
Total	9.0	Total	9.0

- XII. Details of the Directors and Promoters and Promoters Group of the Applicant Company No. 1 along with their addresses as on March 31, 2019, are as follows:

LIST OF DIRECTORS					
Sl. No	DIN	Name	Designation	Address	No. of shares
1.	00087168	Mr. Ajit Abraham Isaac	Chairman & Managing Director	#242 3 rd Main ,4 th Cross,1 st Block, Koramangala,Near Wipro Park Bangalore 560034	17654674
2.	02234000	Mr. Subrata Nag	Executive Director & CEO	A2,303,Ganga Block, NGV, Koramangala, Bangalore 560047	68154
3.	00109215	Mr. Chandran Ratnaswami	Director	177 Mckee Avenue, Ontario, M2n4c6 Toronto M2n4c6 Ca	Nil
4.	00008542	Mr. Madhavan Menon	Director	Flat No.702, Supreme Pearl,17 th Road Khar West Mumbai 400052	Nil

LIST OF DIRECTORS					
Sl. No	DIN	Name	Designation	Address	No. of shares
5.	00082545	Mr. Pravirkumar Vohra	Independent Director	E602, Oberoi Splendor, Opp Majas Depot Jogeshwari Vikhroli Link Road, Jogeshwar I East Mumbai 400060	1000
6.	00915201	Mr. Pratip Chaudhuri	Independent Director	H-1591 Chittaranjan Park New Delhi 110019	Nil
7.	00057539	Ms. Revathy Ashok	Independent Director	No.139/6-2,Domlur Layout, Sharadamma Layout Bengaluru 560071	150
8.	00579785	Mr. Sanjay Anandaram	Independent Director	709, Pine Block,Raheja Residency 3 rd Block, 8 th C Main, Koramangala Bengaluru 560034	Nil

LIST OF PROMOTER & PROMOTER GROUP AS ON 31 MARCH , 2019					
Sl. No	DIN/ CIN	Name	Designation	Address	No. of shares
1	00087168	Mr. Ajit Abraham Isaac	Chairman & Managing Director	#242 3 rd Main ,4 th Cross,1 st Block, Koramangala , Near Wipro Park Bangalore 560034 Ka In	17654674
2	L63040MH1978PLC020717	Thomas Cook (India) Limited	-	Thomas Cook Building, Dr D N Road Fort Mumbai 400001	71323496
3	U72200TN2000PTC122502	Net Resources Investments Private Limited	-	New No.29, Old No.33 X block, 5 th Street, Annanagar Chennai Chennai TN 600040 IN	15365824

XIII. Disclosure about the effect of the compromise or amalgamation on:

S . No.	Particulars	Effect
i.	Key managerial personnel	No Effect except Equity shareholding in the Applicant Company
ii.	Directors	No Effect except Equity shareholding in the Applicant Company
iii.	Promoters	Only to the extent of their shareholding
iv.	Non-promoter members	Only to the extent of their shareholding
v.	Depositors	No Effect as the Companies have not accepted any deposits
vi.	Creditors	No Effect
vii.	Debenture holders	No Effect
viii.	Deposit trustee and debenture trustee	No Effect
ix.	Employees of the Company	No adverse effect

XIV. Disclosure about the effect of the compromise or arrangement on material interests:

S . No.	Particulars	Effect
i.	Key managerial personnel	No Effect except Equity shareholding in the Applicant Company
ii.	Directors	No Effect except Equity shareholding in the Applicant Company
iii.	Debenture trustee	No Effect

XV. The amount due towards unsecured creditors as on May 17, 2019 is INR 27,11,93,954.

XVI. No investigation proceedings have been instituted or are pending in relation to the Companies under Sections 210 to 229 of Chapter XIV of the Act or under the corresponding provisions of the Act of 1956. Further, no proceedings are pending under the Act or under the corresponding provisions of the Act of 1956 against any of the Companies.

XVII. The Scheme does not involve any capital or debt restructuring and therefore the requirement to disclose details of capital or debt restructuring is not applicable.

XVIII. To the knowledge of the Companies, no winding up proceedings have been filed or are pending against them under the Act or the corresponding provisions of the Act of 1956

XIX. The copy of the proposed Scheme has been filed by the Applicant Company before the concerned Registrar of Companies on July 18, 2019

XX. Inspection of the following documents may be taken at the Registered Office of the Applicant Company on any working day (except Saturday and Sunday) prior to the date of the aforesaid meeting between 10.00 A.M. to 4.00 P.M.

- (a) Order dated June 28, 2019 passed by the Hon'ble Tribunal passed in Company Application No CA (CAA) 38/BB of 2019, directing the convening of the meetings of Equity Shareholders, Secured and Unsecured Creditors of the Applicant Company.
 - (b) Composite Scheme of Arrangement and Amalgamation amongst Thomas Cook (India) Limited and Travel Corporation (India) Limited and TC Travel Services Limited and TC Forex Services Limited and SOTC Travel Management Private Limited and Quess Corp Limited and their respective shareholders.
 - (c) Memorandum and Articles of Associations of the Applicant Company.
 - (d) Latest audited financial statement of the Applicant Company for the year ended March 31, 2019.
 - (e) Contracts or agreements material to the compromise or arrangement.
 - (f) The certificate issued by Auditor of the Company to the effect that the accounting treatment is in conformity with the Accounting standards prescribed under Section 133 of the Companies Act, 2013
5. This statement may also be treated as an Explanatory Statement under Section 102 of the Companies Act, 2013.
6. After the Scheme of Arrangement is approved by Shareholders, it will be further subject to the approval by the Hon'ble Bengaluru & Mumbai Bench of National Company Law Tribunal.

For Quess Corp Limited

Sd/-
Kundan Kumar Lal
VP-Legal & Company Secretary

Dated this 12th day of July 2019 at Bengaluru

Registered Office:
3/3/2, Bellandur Gate,
Sarjapur Main Road,
Bengaluru- 560 103

COMPOSITE SCHEME OF ARRANGEMENT AND AMALGAMATION

AMONGST

THOMAS COOK (INDIA) LIMITED

AND

TRAVEL CORPORATION (INDIA) LIMITED

AND

TC TRAVEL SERVICES LIMITED

AND

TC FOREX SERVICES LIMITED

AND

SOTC TRAVEL MANAGEMENT PRIVATE LIMITED

AND

QUESS CORP LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS

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

I. PREAMBLE

1. This Composite Scheme of Arrangement and Amalgamation ("**Scheme**") is presented pursuant to the provisions of Sections 230 to 232 read with 52, 55 and 66 and other relevant provisions of the Companies Act, 2013, as may be applicable, and also read with Sections 2 (19AA), 2(1B), and other relevant provisions of the IT Act, as may be applicable, for the:
 - (i) demerger of the Demerged Undertaking 1 (*more particularly defined hereinafter*) of Travel Corporation (India) Limited ("**TCI**") into SOTC Travel Management Private Limited ("**SOTC TRAVEL**") on a going concern basis;
 - (ii) subject to the demerger of the Demerged Undertaking 1, amalgamation of residual TCI, TC Travel Services Limited ("**TCTSL**") and TC Forex Services Limited ("**TCF**") into Thomas Cook (India) Limited ("**TCIL**") and consequent dissolution of TCI, TCTSL and TCF without winding up; and
 - (iii) subject to demerger of the Demerged Undertaking 1 with SOTC TRAVEL and amalgamation of residual TCI, TCTSL and TCF with TCIL, demerger of Demerged Undertaking 2 (*more particularly defined hereinafter*) of TCIL into Qess Corp Limited ("**Qess**") on a going concern basis.

II. BACKGROUND AND DESCRIPTION OF THE COMPANIES

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

- d. Human resource services – which includes staffing services for conducting tours and other businesses, talent development and training, resource management business, facilities management services, selection services, food services and engineering services.
2. Quess is a public limited company incorporated on September 19, 2007 under the Companies Act, 1956 with CIN L74140KA2007PLC043909 and having its registered office at 3/3/2, Bellandur Gate, Sarjapur Main Road, Bangalore 560103, Karnataka. The equity shares of Quess are listed on BSE and NSE. Quess is India's leading integrated business services provider and is engaged in providing services in the fields of: (i) industrial asset management, (ii) integrated facility management, (iii) human resource services, (iv) global technology solutions, and (v) internet business. Quess excels in helping large and emerging companies manage their non-core activities by leveraging its integrated service offerings across industries and geographies which provides significant operational efficiencies to its client.
3. TCI is a public limited company incorporated on July 19, 1961 under the Companies Act, 1956 with CIN U63040MH1961PLC012067 and having its registered office at 324, Dr. D. N. Road, Fort, Mumbai 400001, Maharashtra. TCI is engaged in the business of handling inward foreign tourist activity in India including independent and conducted tours, safaris, expeditions, conferences, meetings and other group movements and also to handle similar foreign tourist activity in other parts of the world through its own offices and agents and correspondents. TCI is a wholly owned subsidiary of TCIL.
4. TCTSL (formerly known as TC Travel And Services Limited) is a public limited company incorporated on October 15, 2008 under the Companies Act, 1956 with CIN U63040MH2008PLC187559 and having its registered office at 324, Dr. D.N. Road, Fort, Mumbai 400001, Maharashtra. TCTSL is engaged in the business of travel and ticketing business and offers a wide range of services including airline ticketing, booking hotel accommodation, visa and passport facilitation, travel insurance etc. TCTSL is a wholly owned subsidiary of TCIL.
5. TCF (formerly known as Tata Capital Forex Limited) is a public limited company incorporated on November 7, 2006 under the Companies Act, 1956 with CIN U65921MH2006PLC238745 and having its registered office at 324, Dr. D. N. Road, Fort, Mumbai 400001, Maharashtra. TCF is engaged in offering a complete range of travel related foreign exchange products. The wide range of products provided by TCF includes currency notes, travel cards and traveller's cheques etc. TCF is registered with the RBI as Full Fledged Money Changer and deals in buying, selling and conversion of all types of foreign currencies. TCF is a wholly owned subsidiary of TCIL.

6. SOTC TRAVEL (formerly known as SITA Travels and Tours Private Limited) is a private limited company incorporated on April 20, 2001 under the Companies Act, 1956 with CIN U63040MH2001PTC131693 and having its registered office at 7th Floor, Tower A, Urmi Estate 95, Ganpatrao Kadam Marg, Lower Parel (W), Mumbai 400013, Maharashtra. SOTC TRAVEL is engaged in the business of travel agents and tour operators and booking and reserving accommodation, seats berths for passenger, persons, for carriage by air, sea, lands, waterways and work as agents for airlines, shipping, tour operators, railways, travel agencies, and cruises within India or outside India. SOTC TRAVEL is a wholly owned subsidiary of TCIL.

III. RATIONALE AND PURPOSE OF THE SCHEME

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

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

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

stakeholders. The proposed Scheme would create enhanced value for the stakeholders.

- (ii) Resources: The Scheme will improve organizational capability arising from the pooling of human capital that have diverse skills, talent, and vast experience, and facilitate mobility of human resources of Transferor Companies and the employees in the subsidiaries belonging to the Transferor Companies and vice versa, greater integration and greater employees' strength and flexibility for the amalgamated entity, which would result in maximizing overall shareholder value and will improve the competitive position of all the companies.
 - (iii) Streamlining the holding in various operating companies of the group: The Scheme will result in administrative and operational rationalization, organizational efficiencies, and in economies of scale, reduction in overheads and other expenses and optimum utilization of resources, which will go a long way in strengthening the business model that would be competitive and cogent.
 - (iv) Focused management: Pursuant to the Scheme, similar businesses will vest together thereby providing focused management and propel the growth of each business.
 - (v) Efficiency in fund raising and de-risking businesses: With consolidation of like businesses, the companies can leverage on the combined strength of the businesses and raise funds efficiently as well as de-risk other businesses that are segregated.
 - (vi) Reduction in number of companies and regulatory compliance thereof: TCI, TCF and TCTSL are wholly owned subsidiaries of TCIL. This will lead to a reduction of shareholding layers, overheads and facilitate administrative convenience.
8. The proposed corporate restructuring mechanism by way of a composite scheme of arrangement and amalgamation under the provisions of the Act is beneficial, advantageous and not prejudicial to the interests of the shareholders, creditors and other stakeholders of all the companies involved.
9. This Scheme also provides for various other matters consequential or otherwise integrally connected herewith.
10. The Scheme will not in any manner be prejudicial to the interests of the concerned shareholders and creditors or general public at large.

IV. PARTS OF THE SCHEME

The Scheme is divided into the following parts:

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

PART A

DEFINITIONS, INTERPRETATION, EFFECTIVE DATE AND SHARE CAPITAL

1. DEFINITIONS

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

- 1.1 “**Act**” means the Companies Act, 2013 and any rules, regulations, circulars or guidelines issued thereunder and shall, if the context so requires and as may be applicable, mean the Companies Act, 1956 and any rules, regulations, circulars or guidelines issued thereunder, as amended from time to time and shall include any statutory replacement or re-enactment thereof.
- 1.2 “**Amalgamated Undertaking**” means collectively: (i) with respect to TCI, all its assets, immovable properties (including lease rights, if any), identified investments, rights, approvals, brands, trademarks, licenses and powers, and all its debts, outstandings, liabilities, duties, obligations and employees other than relating to Demerged Undertaking 1, (ii) with respect to TCTSL, all its assets, immovable properties (including lease rights, if any), investments, rights, approvals, brands, trademarks, licenses and powers, and all its debts, outstandings, liabilities, duties, obligations and employees, (iii) with respect to TCF, all its assets, immovable properties (including lease rights, if any), investments, rights, approvals, brands, trademarks, licenses and powers, and all its debts, outstandings, liabilities, duties, obligations and employees, including, but not in any way limited to, the following in respect of each of the Transferor Companies:
- a) all the assets and properties (whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent of whatsoever nature), whether or not recorded in the books of accounts of the Transferor Companies (including, without limitation, the freehold and leasehold properties of the Transferor Companies), investments of all kinds (i.e., shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates), furniture, fixtures, machinery, office equipment, computers, fixed assets, current assets, wherever located), cash and bank accounts (including bank balances), contingent rights or benefits, benefits of any deposits, receivables, advances or deposits paid by or deemed to have been paid by the Transferor Companies, financial assets, vehicles, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of

assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, privileges, liberties and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Companies or in connection with or relating to the Transferor Companies and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Companies, whether in India or abroad;

- b) all Consents, benefits, registrations, rights, entitlements, credits, certificates, awards, sanctions, allotments, quotas, no objection certificates, exemptions, concessions, subsidies, liberties and advantages including those relating to privileges, powers, facilities of every kind and description of whatsoever nature and the benefits thereto;
- c) all contracts, agreements, purchase orders/service orders, operation and maintenance contracts, memoranda of understanding, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, minutes of meetings, bids, tenders, expressions of interest, letters of intent, supply contracts, hire and purchase arrangements, lease/license agreements, tenancy rights, agreements/ panchnamas for right of way, equipment purchase agreements, agreements with customers, purchase and other agreements with the supplier/manufacture of goods/service providers, other arrangements, undertakings, deeds, bonds, schemes, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether written, oral or otherwise and all rights, title, interests, claims and benefits thereunder;
- d) all goodwill of the Transferor Companies associated with the Amalgamated Undertaking;
- e) all applications (including hardware, software, licenses, source codes, parameterization and scripts), registrations, licenses, trade names, service marks, trademarks, copyrights, brands, patents, domain names, designs, intellectual property rights (whether owned, licensed or otherwise, and whether registered or unregistered), trade secrets, research and studies, technical knowhow, confidential information and all such rights of whatsoever description and nature;
- f) all rights to use and avail telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other

services, reserves, provisions, funds, benefits of assets or properties or other interests held in trusts, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, liberties and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in control of or vested in or granted in favour of or enjoyed by the Transferor Companies and all other interests of whatsoever nature belonging to or in the ownership, power, possession or control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Companies;

- g) all the credits for taxes such as income tax, sales tax, service tax, Central Value Added Tax (“**CENVAT**”), Good and Service Tax (“**GST**”) including but not limited to tax deduction at source, Minimum Alternate Tax (“**MAT**”) credit and advance tax of the Transferor Companies;
- h) all books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), test reports, computer programs, drawings, manuals, data, databases including databases for procurement, commercial and management, catalogues, quotations, sales and advertising materials, product registrations, dossiers, product master cards, lists of present and former customers and suppliers including service providers, other customer information, customer credit information, customer/supplier pricing information, and all other books and records, whether in physical or electronic form;
- i) all debts, secured and unsecured, liabilities including contingent liabilities, duties, taxes and obligations of the Transferor Companies of whatsoever kind, nature and description and howsoever arising, raised, incurred or utilized;
- j) all staff and employees and other obligations of whatsoever kind, including liabilities of the Transferor Companies, with regard to their employees, with respect to the payment of gratuity, superannuation, pension benefits and provident fund or other compensation or benefits, if any, whether in the event of resignation, death, retirement, retrenchment or otherwise;
- k) all legal proceedings, including quasi-judicial, arbitral and other administrative proceedings, of whatsoever nature involving the Transferor Companies.

- 1.3 “**Applicable Law**” means (a) all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, listing agreements, notifications, guidelines or policies of any applicable country and/or jurisdiction; (b) writ, injunction, directions, directives, judgment, arbitral award, decree, orders or

approvals of, or agreements with, any Governmental Authority or recognized stock exchange.

- 1.4 **“Appointed Date”** means April 1, 2019.
- 1.5 **“Board of Directors”** means the Board of Directors of TCIL, TCI, TCF, TCTSL, SOTC TRAVEL and/or Quess, as the context may require, and includes the Stakeholders Relationship Committee by whatever name called and committees of the Board (if any) empowered for the implementation of this Scheme.
- 1.6 **“BSE”** means BSE Limited.
- 1.7 **“Consent”** means any notice, consent, approval, authorization, waiver, permit, permission, clearance, license, exemption, no objection certificate, registration, with, of, from or to any Person.
- 1.8 **“Demerged Undertaking 1”** means the entire Inbound Business of TCI, as a going concern as of the Appointed Date, including all its assets, contracts, identified investments, rights, approvals, licenses and powers and all its debts, outstandings, liabilities, duties, obligations and employees pertaining to the Inbound Business including, but not in any way limited to, the following:
- a) all assets, as are movable in nature pertaining to and in relation to the Inbound Business, whether present or future or contingent, tangible or intangible (other than brands and trademarks), in possession or reversion, including electrical fittings, furniture, fixtures, appliances, accessories, power lines, office equipment, computers, communication facilities, installations, vehicles, inventory and tools and plants, actionable claims, current assets, earnest monies and sundry debtors, financial assets, identified investment, outstanding loans and advances recoverable in cash or in kind or for value to be received, provisions, receivables, funds, cash and bank balances and deposits including accrued interest thereto with Government, semi-Government, local and other authorities and bodies, banks, customers and other Persons, insurances, the benefits of any bank guarantees, performance guarantees and letters of credit, and tax related assets, including but not limited to service tax input credits, GST credits or set-offs;
 - b) all Consents (including but not limited to IATA license), benefits, registrations, rights, entitlements, credits, certificates, awards, sanctions, allotments, quotas, no objection certificates, exemptions, concessions, subsidies, liberties and advantages including those relating to privileges, powers, facilities of every kind and description of whatsoever nature and the benefits thereto that pertain exclusively to the Inbound Business;

- c) all contracts, agreements, purchase orders/service orders, operation and maintenance contracts, memoranda of understanding, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, minutes of meetings, bids, tenders, expression of interest, letter of intent, hire and purchase arrangements, lease/license agreements, joint venture agreement, tenancy rights, agreements/panchnamas for right of way, equipment purchase agreements, agreement with customers, purchase and other agreements with the supplier/manufacturer of goods/service providers, other arrangements, undertakings, deeds, bonds, schemes, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether written, oral or otherwise and all rights, title, interests, claims and benefits thereunder pertaining to the Inbound Business;
- d) all rights to use and avail telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interests held in trusts, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, liberties and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in control of or vested in or granted in favour of or enjoyed by TCI pertaining to or in connection with the Inbound Business and all other interests of whatsoever nature belonging to or in the ownership, power, possession or control of or vested in or granted in favour of or held for the benefit of or enjoyed by TCI and pertaining to the Inbound Business;
- e) all the credits for taxes such as sales tax, service tax, CENVAT, GST that pertain to the Inbound Business. In case, there is any credit or GST, CENVAT, refunds, Service Exports from India Scheme (“SEIS”) etc. pertaining to Inbound Business and paid or deemed to be paid by TCI but could not be transferred, such amounts shall be appropriately reimbursed by TCIL post amalgamation of residual TCI;
- f) all books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), test reports, computer programs, drawings, manuals, data, databases including databases for procurement, commercial and management, catalogues, quotations, sales and advertising materials, product registrations, dossiers, product master cards, lists of present and former customers and suppliers including service providers, other customer information, customer credit information, customer/supplier pricing information, and all other books and records, whether in physical or electronic form that pertain to the Inbound Business;

- g) all debts, liabilities, duties, taxes and obligations of TCI pertaining to the Inbound Business;
- h) all employees of TCI employed/engaged in the Inbound Business as on the Effective Date; and
- i) all legal proceedings, including quasi-judicial, arbitral and other administrative proceedings of whatsoever nature relating to the Inbound Business.

Explanation:

In case of any question that may arise as to whether a specific asset or liability or employee pertains or does not pertain to the said Demerged Undertaking 1 or whether it arises out of the activities or operations of the Demerged Undertaking 1 shall be decided by a mutual agreement between the Board of Directors of TCI, TCIL and SOTC TRAVEL.

1.9 **“Demerged Undertaking 2”** means the entire Human Resource Services Business of TCIL, as a going concern as of the Appointed Date, including all its assets, investments (including the shares of Quess held by TCIL), rights, contracts, approvals, licenses and powers and all its debts, outstandings, liabilities, duties, obligations and employees pertaining to the Human Resources Services Business including, but not in any way limited to, the following:

- a) all assets, as are movable in nature pertaining to and in relation to the Human Resources Services Business, whether present or future or contingent, tangible or intangible, in possession or reversion, including electrical fittings, furniture, fixtures, appliances, accessories, power lines, office equipment, computers, communication facilities, installations, tools, plants, vehicles, inventory and stock in trade and merchandise, wherever lying, actionable claims, current assets, earnest monies and sundry debtors, financial assets, investment (including in subsidiaries, associates, joint ventures, whether in India or abroad), outstanding loans and advances recoverable in cash or in kind or for value to be received, provisions, receivables, funds, cash and bank balances and deposits including accrued interest thereto with Government, semi-Government, local and other authorities and bodies, banks, customers and other persons, insurances, the benefits of any bank guarantees, performance guarantees and letters of credit, and service tax input credits, GST credits or set-offs, that pertain to the Human Resources Services Business;
- b) all Consents (including but not limited to IATA license), benefits, registrations, rights, entitlements, credits, certificates, awards, sanctions, allotments,

quotas, no objection certificates, exemptions, concessions, subsidies, liberties and advantages including those relating to privileges, powers, facilities of every kind and description of whatsoever nature and the benefits thereto that pertain exclusively to the Human Resources Services Business;

- c) all contracts, agreements (including but not limited to the agreement with Amadeus IT Group, S.A.), purchase orders/service orders, operation and maintenance contracts, memoranda of understanding, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, minutes of meetings, bids, tenders, expressions of interest, hire and purchase arrangements, agreements/panchnamas for right of way, equipment purchase agreements, agreements with customers, purchase and other agreements with the supplier/ service providers, other arrangements, undertakings, deeds, bonds, schemes, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether written, oral or otherwise and all rights, title, interests, claims and benefits thereunder pertaining to the Human Resources Services Business;
- d) all applications (including hardware, software, licenses, source codes, parameterization and scripts), registrations, licenses, trade names, service marks, trademarks, copyrights, patents, domain names, designs, intellectual property rights (whether owned, licensed or otherwise, and whether registered or unregistered), trade secrets, research and studies, technical knowhow, confidential information and all such rights of whatsoever description and nature that pertain exclusively to the Human Resources Services Business;
- e) all rights to use and avail telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interests held in trusts, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, liberties and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in control of or vested in or granted in favour of or enjoyed by TCIL pertaining to or in connection with the Human Resources Services Business and all other interests of whatsoever nature belonging to or in the ownership, power, possession or control of or vested in or granted in favour of or held for the benefit of or enjoyed by TCIL and pertaining to the Human Resources Services Business;
- f) all the credits for indirect taxes such as sales tax, service tax, CENVAT, GST that pertain to the Human Resources Services Business;

- g) all books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), test reports, computer programs, drawings, manuals, data, databases including databases for procurement, commercial and management, catalogues, quotations, sales and advertising materials, product registrations, dossiers, product master cards, lists of present and former customers and suppliers including service providers, other customer information, customer credit information, customer/supplier pricing information, and all other books and records, whether in physical or electronic form that pertain to the Human Resources Services Business;
- h) all debts, liabilities, duties, taxes and obligations of TCIL pertaining to the Human Resources Services Business;
- i) all employees of TCIL employed/engaged in the Human Resources Services Business as on the Effective Date; and
- j) all legal or other proceedings of whatsoever nature relating to the Human Resources Services Business.

Explanation:

In case of any question that may arise as to whether any particular asset or liability and/or employee pertains or does not pertain to the Human Resources Services Business or whether it arises out of the activities or operations of the Human Resources Services Business, the same shall be decided by mutual agreement between the Board of Directors of TCIL and Qess.

- 1.10 **“Effective Date”** means the Appointed Date or the date on which the last of conditions referred to in Clause 48 hereof have been fulfilled, whichever is later.
- 1.11 **“Encumbrance”** means : (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance or interest of any kind securing, or conferring any priority of payment in respect of any obligation of any Person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law; (ii) a contract to give or refrain from giving any of the foregoing; (iii) any voting agreement, interest, option, right of first offer, refusal or transfer restriction in favour of any Person; and (iv) any adverse claim as to title, possession or use; and the term **“Encumbered”/“Encumber”** shall be construed accordingly.
- 1.12 **“ESOP Schemes”** shall mean the following employee stock option schemes of TCIL: (i) Thomas Cook Employees Stock Option Plan 2007, (ii) Thomas Cook Employees

Stock Option Plan 2013, (iii) Sterling Holiday Resorts (India) Limited Employee Stock Option Scheme 2012, (iv) Thomas Cook Employees Stock Option Scheme 2018 – Execom, and (v) Thomas Cook Employees Stock Option Scheme 2018 – Management.

- 1.13 **“Governmental Approvals”** means any Consent of any Governmental Authority.
- 1.14 **“Governmental Authority”** means any government authority, statutory authority, regulatory authority, agency, government department, board, commission, the RBI, SEBI, Stock Exchanges, administrative authority, tribunal or court or any authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, having or purporting to have jurisdiction on behalf of the Republic of India or any state or province or other political subdivision thereof or any municipality, district or other subdivision thereof or in any other nation over TCIL and/ or Quess, as the context may require.
- 1.15 **“Human Resource Services Business”** means business of TCIL relating to staffing/ human resource services for conducting tours and other businesses, talent development and training, resource management, facilities management services, selection services, food services and engineering services.
- 1.16 **“IATA”** means International Air Transport Association.
- 1.17 **“Inbound Business”** means the business of TCI consisting of handling inward foreign tourist activity in India, including independent and conducted tours, safaris, expeditions, conferences, meetings and other group movements and also to handle similar foreign tourist activity in other parts of the world through its own offices and agents and correspondents.
- 1.18 **“IT Act”** means the Indian Income-tax Act, 1961 and shall include any statutory modifications, re-enactments or amendments thereof for the time being in force.
- 1.19 **“NCLT”** means, the National Company Law Tribunal, Mumbai Bench having jurisdiction in relation to TCIL, TCF, TCI, SOTC TRAVEL, TCTSL and the National Company Law Tribunal, Bengaluru Bench having jurisdiction in relation to Quess, or such other forum or authority as may be vested with any of the powers of the above mentioned tribunal under the Act for approving any scheme of arrangement, compromise or reconstruction of a company under Sections 230 to 232 of the Act.
- 1.20 **“NCLT Order”** means all order(s) passed by the NCLT sanctioning the Scheme and includes any order passed by NCLT or any other Governmental Authority's order(s) for extension of time or condonation of delay in filing of the requisite forms with the Registrar of Companies in relation to this Scheme, if applicable.

- 1.21 **“NCOCPS”** means non-cumulative optionally convertible redeemable preference shares of face value of Rs. 10/- each to be issued by SOTC TRAVEL on the terms and conditions set out in **Schedule 1**.
- 1.22 **“NSE”** means National Stock Exchange of India Limited.
- 1.23 **“Person”** means any individual or other entity, whether a corporation, firm, company, joint venture, trust, association, organization, partnership or proprietorship, including any governmental agency or regulatory body.
- 1.24 **“Quess”** means Quess Corp Limited.
- 1.25 **“RBI”** means Reserve Bank of India.
- 1.26 **“Record Date 1”** means the date to be mutually fixed by the Board of Directors of TCI, TCIL and SOTC TRAVEL, for the purpose of determining the shareholders of TCI who shall be entitled to receive shares of SOTC TRAVEL pursuant to and as contemplated under this Scheme.
- 1.27 **“Record Date 2”** means the date to be mutually fixed by the Board of Directors of TCIL and Quess, for the purpose of determining the shareholders of TCIL who shall be entitled to receive shares of Quess pursuant to and as contemplated under this Scheme.
- 1.28 **“Registrar of Companies”** means the Registrar of Companies, Mumbai having jurisdiction over TCIL, TCI, TCF, TCTSL, SOTC TRAVEL and the Registrar of Companies, Bengaluru having jurisdiction over Quess.
- 1.29 **“Remaining Business 1”** with respect to TCI means the business, assets, and liabilities of TCI other than the Demerged Undertaking 1.
- 1.30 **“Remaining Business 2”** with respect to TCIL means the business, assets and liabilities of TCIL other than the Demerged Undertaking 2.
- 1.31 **“Rupees”** or **“Rs.”** or **“INR”** means the lawful currency of India.
- 1.32 **“Scheme”** or **“the Scheme”** or **“this Scheme”** means this Composite Scheme of Arrangement and Amalgamation in its present form or with any modification(s) approved or imposed or directed by the NCLT or any other Governmental Authorities.
- 1.33 **“SEBI”** means Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992.
- 1.34 **“SEBI Circular”** means (i) Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017, (ii) Circular No. CFD/DIL3/CIR/2017/26 dated March 23, 2017, (iii) Circular No.

CFD/ DIL3/CIR/2017/105 dated September 21, 2017, (iv) Circular No. CFD/DIL3/CIR/2018/2 dated January 3, 2018 issued by SEBI or any other circulars issued by SEBI applicable to schemes of arrangement from time to time.

- 1.35 **"SOTC TRAVEL"** means SOTC Travel Management Private Limited.
- 1.36 **"Stock Exchanges"** means BSE and NSE collectively.
- 1.37 **"TCF"** means TC Forex Services Limited.
- 1.38 **"TCI"** means Travel Corporation (India) Limited.
- 1.39 **"TCIL"** means Thomas Cook (India) Limited.
- 1.40 **"TCTSL"** means TC Travel Services Limited.
- 1.41 **"Transferor Companies"** means collectively, TCF, TCTSL and TCI (with respect to the Remaining Business 1).

2. **INTERPRETATION**

- 2.1 In addition to the above terms, certain terms may be defined elsewhere in this Scheme and wherever such terms are used in this Scheme, they shall have the meaning so assigned to them.
- 2.2 The terms referred to in this Scheme shall, unless defined otherwise in this Scheme or inconsistent with the context or meaning thereof, bear the meaning ascribed to them under the relevant statute/legislation.
- 2.3 All references in this Scheme to statutory provisions shall be construed as meaning and including references to:
 - (a) any statutory modification, consolidation or re-enactment made after the date of approval this Scheme by the Board of Directors of TCIL, TCI, TCTSL, TCF and Quess and for the time being in force;
 - (b) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);
 - (c) all statutory instruments or orders made pursuant to a statutory provision;
 - (d) any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.
- 2.4 Words denoting the singular shall include the plural and words denoting any gender shall include all genders.

- 2.5 Headings, subheadings, titles, subtitles to clauses, sub-clauses, sections and paragraphs are for information only and shall not form part of the operative provisions of this Scheme or the schedules hereto and shall be ignored in construing the same.
- 2.6 References to clauses, and schedules are, unless the context otherwise requires, references to clauses, and schedules to this Scheme.
- 2.7 Reference to days, months and years are to calendar days, calendar months and calendar years, respectively.
- 2.8 Any reference to “writing” shall include printing, typing, lithography and other means of reproducing words in visible form.
- 2.9 The words “include” and “including” are to be construed without limitation.
- 2.10 Where a wider construction is possible, the words “other” and “otherwise” shall not be construed ejusdem generis with any foregoing words.

3. **DATE OF TAKING EFFECT**

- 3.1 The Scheme shall be effective from the Appointed Date mentioned herein but shall be operative from the Effective Date. The various parts of the Scheme shall be deemed to have taken effect in following sequence:
- 3.1.1 Firstly, Part B of the Scheme (relating to demerger of the Demerged Undertaking 1 of TCI into SOTC TRAVEL) shall be deemed to have taken effect, prior to Part C or Part D of the Scheme;
- 3.1.2 Thereafter, Part C of the Scheme (relating to amalgamation of the Amalgamated Undertaking into TCIL) shall be deemed to have taken effect, after Part B of the Scheme, and prior to Part D of the Scheme; and
- 3.1.3 Lastly, Part D of the Scheme (relating to demerger of Demerged Undertaking 2 into Quess) shall be deemed to have taken effect, after Part B and Part C of the Scheme.

4. **SHARE CAPITAL**

- 4.1 The share capital of TCIL as on March 31, 2018 is as follows:

Particulars	Amount in INR
Authorised:	
Equity Shares:	
1,335,000,000 Equity Shares of Re. 1 each	1,335,000,000

Preference Shares:	
250,000,000 Preference Shares of Rs. 10 each	2,500,000,000
Total	3,835,000,000
Issued, Subscribed and Paid-up:*	
Equity Shares:	
370,207,374 Equity Shares of Re. 1 each	370,207,374
Total	370,207,374

Certain employee stock options granted to employees of TCIL through ESOP Schemes may get exercised before the Effective Date. Further, the details of unexercised employee stock options (net of cancellation) of the employees of TCIL as on March 31, 2018 are set out below:

Unexercised stock options	Amount in INR
2,131,539 options entitling equivalent Equity Shares of Re. 1 each	2,131,539
Total	2,131,539

In addition to the above, the Board may grant additional 6,074,091 options under the Thomas Cook Employees Stock Option Plan 2013, Thomas Cook (India) Limited Employee Stock Option Scheme 2018 – Execom and the Thomas Cook (India) Limited Employee Stock Option Scheme 2018 – Management.

4.2 The share capital of TCI as on March 31, 2018 is as follows:

Particulars	Amount in INR
Authorised:	
Equity Shares:	
19,430,000 Equity Shares of Rs. 10 each	194,300,000
Preference Shares:	
300,000,000 Preference Shares of Rs. 10 each	3,000,000,000
Total	3,194,300,000
Issued, Subscribed and Paid-up:	

Equity Shares: 1,649,931 Equity Shares of Rs. 10 each	16,499,310
Preference Shares: 263,709,264 Preference Shares of Rs. 10 each	2,637,092,640
Total	2,653,591,950

4.3 The share capital of TCTSL as on March 31, 2018 is as follows:

Particulars	Amount in INR
Authorised:	
Equity Shares: 25,000,000 Equity Shares of Rs. 10 each	250,000,000
Total	250,000,000
Issued, Subscribed and Paid-up:	
Equity Shares: 25,000,000 Equity Shares of Rs. 10 each	250,000,000
Total	250,000,000

4.4 The share capital of TCF as on March 31, 2018 is as follows:

Particulars	Amount in INR
Authorised:	
Equity Shares: 20,000,000 Equity Shares of Rs. 10 each	200,000,000
Total	200,000,000
Issued, Subscribed and Paid-up:	
Equity Shares: 11,845,133 Equity Shares of Rs. 10 each	118,451,330
Total	118,451,330

4.5 The share capital of SOTC TRAVEL as on March 31, 2018 is as follows:

Particulars	Amount in INR
Authorised:	
Equity Shares:	
10,000 Equity Shares of Rs. 10 each	100,000
Total	100,000
Issued, Subscribed and Paid-up:	
Equity Shares:	
10,000 Equity Shares of Rs. 10 each	100,000
Total	100,000

4.6 The share capital of Quess as on March 31, 2018 is as follows:

Particulars	Amount in INR
Authorised:	
200,000,000 Equity Shares of Rs. 10 each	2,000,000,000
Total	2,000,000,000
Issued, Subscribed and Paid-up: ##	
145,484,178 Equity Shares of Rs. 10 each	1,454,841,780
Total	1,454,841,780

Certain employee stock options granted to employees of Quess may get exercised before the Effective Date. The details of unexercised employee stock options (net of cancellation) of the employees of Quess as on March 31, 2018 are set out below:

Unexercised stock options	Amount in INR
1,502,675 options entitling equivalent Equity Shares of Rs. 10 each	15,026,750
Total	15,026,750

PART B

TRANSFER AND VESTING OF DEMERGED UNDERTAKING 1 OF TCI INTO SOTC TRAVEL

5. TRANSFER AND VESTING OF THE DEMERGED UNDERTAKING 1

- 5.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Demerged Undertaking 1 shall, subject to the terms and conditions of this Scheme and, without any further act, instrument or deed, be demerged from TCI and stand transferred to and vested in and/ or deemed to have been demerged from TCI and stand transferred to and vested in SOTC TRAVEL, so as to become the undertaking of SOTC TRAVEL by virtue of and in the following manner:
- 5.1.1 All assets of TCI in relation to the Demerged Undertaking 1 that are movable in nature and/or otherwise capable of transfer by physical or constructive delivery, novation and/or endorsement and delivery or by operation of law, pursuant to the NCLT Order, shall be vested in SOTC TRAVEL. Upon this Scheme becoming effective, the title of such property shall be deemed to have been mutated and recognized as that of SOTC TRAVEL, absolutely and forever.
- 5.1.2 In respect of such of the assets of TCI in relation to the Demerged Undertaking 1 other than those referred to in Clause 5.1.1 above, outstanding loans and advances, if any, all kind of banking accounts including but not limited to current and saving accounts, term deposits, recoverable in cash or in kind or for value to be received, deposits, if any, with Governmental Authorities and other authorities and bodies, shall, without any further act, instrument or deed, be and stand transferred to and vested in SOTC TRAVEL and/or be deemed to be transferred to and vested in SOTC TRAVEL on the Appointed Date upon effectiveness of the Scheme. SOTC TRAVEL shall upon sanction of the Scheme be entitled to the delivery and possession of all documents of title of such movable property in this regard.
- 5.1.3 All the assets, rights, title, interests and investments of TCI in relation to the Demerged Undertaking 1 shall also without any further act, instrument or deed stand transferred to and vested in and be deemed to have been transferred to and vested in SOTC TRAVEL upon the coming into effect of this Scheme.
- 5.1.4 Upon the Scheme coming into effect, all debts (secured and unsecured), liabilities, bonds, debentures (including contingent liabilities), duties and obligations of every kind, nature and description of TCI in relation to the Demerged Undertaking 1 shall without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in, SOTC

TRAVEL, so as to become on and from the Appointed Date, the debts, liabilities, bonds, debentures (including contingent liabilities), duties and obligations of SOTC TRAVEL on the same terms and conditions as were applicable to TCI, and further that it shall not be necessary to obtain the Consent of any Person who is a party to contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this Clause. Necessary modification, as may be required would be carried out to the debt instrument issued by TCI in relation to the Demerged Undertaking 1.

- 5.1.5 Subject to the other provisions of this Scheme, in so far as the assets of the Inbound Business are concerned, Encumbrance over such assets, to the extent they relate to any loans or borrowings of the Remaining Business 1 of TCI, shall without any further act, instrument or deed be released and discharged from the same and shall no longer be available as Encumbrance in relation to those liabilities of TCI which are not transferred to SOTC TRAVEL. The absence of any formal amendment which may be required by a bank and/ or financial institution in order to affect such release shall not affect the operation of this Clause.
- 5.1.6 In so far as the assets of the Remaining Business 1 are concerned, the Encumbrance over such assets, to the extent they relate to any loans or borrowings of the Inbound Business shall, without any further act, instrument or deed be released and discharged from such Encumbrance. The absence of any formal amendment which may be required by a bank and/ or financial institution in order to affect such release shall not affect the operation of this Clause.
- 5.1.7 In so far as the existing Encumbrance in respect of the loans and other liabilities relating to the Remaining Business 1 are concerned, such Encumbrance shall, without any further act, instrument or deed be continued with TCI only on the assets that are remaining with TCI.
- 5.1.8 All Governmental Approvals and other Consents, quotas, rights, authorizations, entitlements, no objection certificates and licenses, including those relating to tenancies, privileges, powers and facilities of every kind and description of whatsoever nature, to which TCI in relation to the Demerged Undertaking 1 is a party or to the benefit of which TCI in relation to the Demerged Undertaking 1 may be entitled to use or which may be required to carry on the operations of TCI in relation to the Demerged Undertaking 1, and which are subsisting or in effect immediately prior to the Effective Date, shall be, and remain, in full force and effect in favour of or against SOTC TRAVEL and may be enforced as fully and effectually as if, instead of TCI, SOTC TRAVEL had been a party, a beneficiary or an obligee thereto and shall be appropriately mutated by the relevant Governmental Authorities in favour of SOTC TRAVEL. In so far as the various incentives, service tax benefits, subsidies (including

applications for subsidies), rehabilitation schemes, grants, special status, rights, and other benefits or privileges enjoyed, granted by any Governmental Authority or by any other Person, or availed of by TCI in relation to the Demerged Undertaking 1 are concerned, the same shall, without any further act or deed, vest with and be available to SOTC TRAVEL on the same terms and conditions as are available to TCI in relation to the Demerged Undertaking 1.

- 5.1.9 All registrations, licenses, copyrights, domain names, applications for copyrights, etc. pertaining to TCI in relation to the Demerged Undertaking 1, if any, shall stand vested in SOTC TRAVEL without any further act, instrument or deed, upon the sanction of the Scheme and upon this Scheme becoming effective.
- 5.1.10 All taxes (including but not limited to value added tax, sales tax, service tax, GST etc.) payable by or refundable to TCI in relation to the Demerged Undertaking 1 with effect from the Appointed Date, including all or any refunds or claims shall be treated as the tax liability or refunds/claims, etc. as the case may be, of SOTC TRAVEL, and any tax incentives, advantages, privileges, exemptions, credits, holidays, remissions, reductions, service tax input credits, GST input credits etc., as would have been available to TCI in relation to the Demerged Undertaking 1, shall pursuant to this Scheme becoming effective, be available to SOTC TRAVEL. In case, any credit or tax deduction at source, advance tax, MAT, GST, CENVAT, refunds, SEIS, etc. pertaining to Inbound Business and paid or deemed to be paid by TCI but could not be transferred shall be appropriately reimbursed by TCIL post amalgamation of residual TCI.
- 5.1.11 Any third party or Governmental Authority required to give effect to any provisions of this Scheme, shall take on record the NCLT Orders sanctioning the Scheme on its file and duly record the necessary substitution or endorsement in the name of SOTC TRAVEL as successor in interest, pursuant to the sanction of this Scheme by the NCLT, and upon this Scheme becoming effective. For this purpose, SOTC TRAVEL shall file certified copies of such NCLT Order and if required file appropriate applications or forms with relevant authorities concerned for statistical and information purposes only and there shall be no break in the validity and enforceability of Governmental Approvals, Consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses (including the licenses granted by any Governmental Authorities for the purpose of carrying on its business or in connection therewith), and certificates of every kind and description of whatsoever nature.
- 5.1.12 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all Consents (including registration / approval from IATA), certificates, power of attorneys given by, issued to

or in favour of TCI in relation to the Demerged Undertaking 1 shall stand transferred to SOTC TRAVEL, as if the same were originally given by, issued to or executed in favour of SOTC TRAVEL, and SOTC TRAVEL shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to SOTC TRAVEL.

5.1.13 SOTC TRAVEL shall, at any time after this Scheme coming into effect, in accordance with the provisions hereof, if so required under any Applicable Law or otherwise, execute appropriate deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to which TCI in relation to the Demerged Undertaking 1 have been a party, including any filings with the regulatory authorities, in order to give formal effect to the above provisions. SOTC TRAVEL shall for this purpose, under the provisions hereof, be deemed to have been authorized to execute any such writings on behalf of TCI in relation to the Demerged Undertaking 1 and to carry out or perform all such formalities or compliances referred to above on the part of TCI in relation to the Demerged Undertaking 1.

5.1.14 For avoidance of doubt and without prejudice to the generality of any applicable provisions of this Scheme, it is clarified that in order to ensure (i) implementation of the provisions of the Scheme; (ii) uninterrupted transfer of the relevant Consents, patents, certificates etc.; and (iii) continued vesting of the benefits, exemptions available to TCI in relation to the Demerged Undertaking 1 in favour of SOTC TRAVEL, the Board of Directors of TCI, TCIL and SOTC TRAVEL shall be deemed to be authorized to execute or enter into necessary documentations with any regulatory authorities or third parties, if applicable and the same shall be considered as giving effect to the NCLT Order and shall be considered as an integral part of this Scheme.

6. CONSIDERATION

6.1 Upon the coming into effect of this Scheme, and in consideration of the transfer and vesting of the Demerged Undertaking 1 of TCI in SOTC TRAVEL, SOTC TRAVEL shall, immediately following such transfer and vesting of the Demerged Undertaking 1 of TCI into SOTC TRAVEL described in Clause 5 of this part without any further application, act, instrument or deed, issue and allot NCOCPS to all the equity and preference shareholders of TCI, whose names appear in the register of members on the Record Date 1, in the following manner:

- (i) 75 NCOCPS of SOTC TRAVEL of INR 10/- each fully paid up for 100 equity shares held in TCI of INR 10/- each fully paid up; and
- (ii) 75 NCOCPS of SOTC TRAVEL of INR 10/- each fully paid up for 100 preference shares held in TCI of INR 10/- each fully paid up

- 6.2 The NCOCPS to be issued by SOTC TRAVEL pursuant to Clause 6.1 above in respect of such equity shares of TCI which are held in abeyance under the provisions of Section 126 of the Act (erstwhile Section 206A of the Companies Act, 1956) or otherwise shall, pending allotment or settlement of the dispute by order of a court or otherwise, also shall be kept in abeyance by SOTC TRAVEL.
- 6.3 The NCOCPS issued pursuant to Clause 6.1 above, shall be issued to the shareholders of TCI in physical form.
- 6.4 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholders of TCI, the Board of Directors, shall be empowered prior to the Record Date 1, to effectuate such transfers in TCI as if such changes in registered holders were operative as on the Record Date 1, in order to remove any difficulties arising in relation to the NCOCPS to be issued by SOTC TRAVEL pursuant to Clause 6.1 above after the Scheme is effected. The Board of Directors of TCI shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new members in SOTC TRAVEL on account of difficulties faced in the transition period.
- 6.5 The NCOCPS issued and allotted by SOTC TRAVEL, in terms of Clause 6.1 above, shall be subject to the provisions of the Memorandum and Articles of Association of SOTC TRAVEL and shall rank *pari passu* in all respects with the then existing NCOCPS of SOTC TRAVEL, if any.
- 6.6 It is clarified that upon the approval of this Scheme by the shareholders of TCI and SOTC TRAVEL under Sections 230 and 232 of the Act, the shareholders shall be deemed to have approved this Scheme under Sections 13, 14, 62, 188 and any other applicable provisions under the Act and that no separate approval from the shareholders to that extent shall be required to be sought for the matters specified in this Scheme.
- 6.7 Fractional entitlements, if any, by SOTC TRAVEL, to the equity and preference shareholders of TCI at the time of issue and allotment of NCOCPS under Clause 6.1 above shall be ignored.

7. ACCOUNTING TREATMENT

- 7.1 Notwithstanding anything to the contrary herein, upon this Scheme becoming effective, TCI and SOTC TRAVEL shall give effect to the accounting treatment in its books of account in accordance with the accounting standards specified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, and more particularly, IND AS 103, or any other relevant or related requirement under the Act, as applicable on the Effective Date.

7.2 Accounting treatment in the books of TCI:

Upon the coming into effect of this Scheme and with effect from the Appointed Date:

- 7.2.1 TCI, as on the Appointed Date, shall reduce the carrying value of assets and liabilities pertaining to the Inbound Business, transferred to and vested in SOTC TRAVEL from the carrying value of assets and liabilities in its books;
- 7.2.2 The difference, if any, between the assets and liabilities transferred to SOTC TRAVEL pursuant to Clause 7.2.1 shall be transferred to 'Reserve on restructuring' account in the books of TCI.

7.3 Accounting treatment in the books of SOTC TRAVEL:

Upon the coming into effect of this Scheme and with effect from the Appointed Date:

- 7.3.1 SOTC TRAVEL, as on the Appointed Date, shall record the assets and liabilities pertaining to the Demerged Undertaking 1, transferred to and vested in it pursuant to this Scheme at their respective carrying values, if any, as appearing in the books of TCI in accordance with 'Pooling of Interest' method as prescribed in IND AS 103.
- 7.3.2 SOTC TRAVEL shall credit to its share capital in its books of account, the aggregate face value of the new NCOCPS issued by it to the members of TCI pursuant to this Scheme.
- 7.3.3 The difference, if any, between the assets and liabilities, consideration issued (as per Clause 7.3.2 above) shall be transferred to capital reserve account in the books of SOTC TRAVEL.

8. SAVING OF CONCLUDED TRANSACTIONS

- 8.1 Subject to the terms of the Scheme, the transfer and vesting of the Demerged Undertaking 1 and continuance of proceedings by or against SOTC TRAVEL, as provided herein, shall not affect any transactions or proceedings already concluded by TCI before the Effective Date, to the end and intent that SOTC TRAVEL accepts and adopts all acts, deeds and things done and executed by and/or on behalf of TCI in relation to the Demerged Undertaking 1 as acts, deeds and things done and executed by and on behalf of SOTC TRAVEL.

9. CONTRACTS, DEEDS, AND OTHER INSTRUMENTS

- 9.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, understandings whether written or oral and other instruments, if any, of whatsoever nature, in relation to the Demerged Undertaking 1, to which TCI is a party or to the benefit of which TCI may be eligible

and which are subsisting or having effect on the Appointed Date, without any further act, instrument or deed, shall be in full force and effect against or in favour of SOTC TRAVEL, as the case may be, and may be enforced by or against SOTC TRAVEL as fully and effectively as if, instead of TCI, SOTC TRAVEL had been a party or beneficiary or obligee thereto.

- 9.2 Without prejudice to other provisions of this Scheme and notwithstanding the fact that the vesting of the Demerged Undertaking 1 occurs by virtue of this Scheme itself, SOTC TRAVEL may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any Applicable Law or otherwise, execute deeds of confirmation in favour of any party to any contract or arrangement, to which TCI is a party in relation to the Demerged Undertaking 1, as may be necessary to be executed in order to give formal effect to the above provisions. SOTC TRAVEL shall be deemed to be authorised to execute any such writings on behalf of and to carry out or perform all formalities or compliances required for the purposes referred to above on the part of TCI.

10. LEGAL PROCEEDINGS

- 10.1 All legal proceedings relating to the Demerged Undertaking 1 of whatsoever nature by or against TCI pending and/or arising before the Effective Date, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against SOTC TRAVEL, as the case may be, in the same manner and to the same extent as would or might have been continued and enforced by or against TCI. It is hereby expressly clarified that any legal proceedings by or against TCI in relation to cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of TCI and pertaining to the Demerged Undertaking 1 shall be instituted, or as the case may be, continued, by or against, SOTC TRAVEL after the coming into effect of the Scheme.
- 10.2 All legal or other proceedings initiated by or against the Demerged Undertaking 1 referred in Clause 10.1 above shall stand transferred to the name of SOTC TRAVEL and the same shall be continued, prosecuted, defended and enforced as the case may be by or against SOTC TRAVEL, to the exclusion of TCI.

11. STAFF, EMPLOYEES & WORKMEN

- 11.1 Upon the coming into effect of this Scheme, all the employees on the payroll of TCI engaged in or in relation to the Demerged Undertaking 1 immediately prior to the Effective Date, shall become the employees of SOTC TRAVEL without any break or interruption of service and with the benefit of continuity of service on terms and

conditions which are not less favourable than the terms and conditions as were applicable.

11.2 SOTC TRAVEL agrees that the service of all employees engaged in or in relation to the Demerged Undertaking 1 immediately prior to the Effective Date shall be taken into account for the purpose of all retirement benefits to which they may be eligible in TCI immediately prior to coming into effect of this Scheme. SOTC TRAVEL further agrees that for the purpose of payment of any retrenchment compensation, gratuity, grants, stock options or other terminal benefits, such past service with TCI, shall also be taken into account and agrees and undertakes to pay the same as and when payable.

11.3 Upon the coming into effect of this Scheme, SOTC TRAVEL shall make all the necessary contributions for such transferred employees engaged in or in relation to the Demerged Undertaking 1 and deposit the same in provident fund, gratuity fund or superannuation fund or any other special fund or staff welfare scheme or any other special scheme. SOTC TRAVEL will also file relevant intimations to the statutory authorities concerned who shall take the same on record and substitute the name of SOTC TRAVEL for TCI.

11.4 Subject to the Applicable Law, the existing provident fund, gratuity fund and pension and /or superannuation fund/trusts, retirement funds or employees state insurance schemes or pension scheme or employee deposit linked insurance scheme or any other benefits, if any, created by TCI for employees engaged in or in relation to the Demerged Undertaking 1, shall be continued on the same terms and conditions and will be transferred to the necessary funds, schemes or trusts of SOTC TRAVEL without any separate act, deed or approval and till the time such necessary funds, schemes or trusts are created by SOTC TRAVEL, all contribution shall continue to be made to the existing funds, schemes or trusts of TCI.

12. **TREATMENT OF THE SCHEME FOR THE PURPOSES OF IT ACT**

12.1 This part of the Scheme has been drawn up to comply with the conditions relating to “Demerger” as specified under Section 2(19AA) of the IT Act. If any of the terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said section shall prevail and the Scheme shall stand modified to the extent necessary to comply with the Section 2(19AA) of the IT Act. Such modification will however not affect other parts of the Scheme.

13. **COSTS**

- 13.1 Until the Effective Date, TCI and the SOTC TRAVEL shall respectively bear their own costs, charges and expenses, in relation to or in connection with or incidental to the Scheme. Provided however that all stamp duty charges with respect to the issuance and allotment of shares contemplated under this Part of the Scheme, payment of all stamp duty and registration charges and other transfer charges in relation to this Part of the Scheme and the matters contemplated herein shall be borne and paid by SOTC TRAVEL.

14. INCREASE IN AUTHORISED SHARE CAPITAL OF SOTC TRAVEL

- 14.1 In terms of Clause 6 of the Scheme, upon the scheme becoming effective, and in consideration of the demerger of the Inbound Business and the transfer and vesting thereof into SOTC TRAVEL, SOTC TRAVEL shall issue and allot fully paid up 0.01% NCOCPS to the equity shareholders of TCI, as on the Record Date 1 in terms of the Scheme. To accommodate such issue and allotment of 0.01% NCOCPS by SOTC TRAVEL, which would result in increase in its paid up share capital, the authorized equity and preference share capital of SOTC TRAVEL shall be adequately enhanced by transferring from the authorized preference share capital of TCI, an amount of Rs. 300,00,00,000/- (Rupees Three Hundred Crores only) to the authorized preference share capital of SOTC TRAVEL as an integral part of the Scheme, and consequently, upon the Scheme becoming effective, the authorized equity and preference share capital of SOTC TRAVEL set out in Clause 4.5 of the Scheme hereinabove shall stand enhanced to Rs. 300,01,00,000/- (Rupees Three Hundred Crores and One Lakh only) divided into 30,00,00,000 (Thirty Crores only) preference shares of face value of Rs. 10/- (Rupees Ten) each and 10,000 (Ten Thousand only) equity shares of face value of Rs. 10/- each, without any further act, instrument or deed by SOTC TRAVEL and without any liability for payment of additional fee or stamp duty in respect thereof since the stamp duty and fee already paid by TCI on the said authorized equity and preference share capital so transferred the benefit of which shall accordingly stand transferred in favour of SOTC TRAVEL pursuant to Scheme becoming effective.

- 14.2 Subsequent to enhancement of authorized share capital of SOTC TRAVEL as contemplated herein, existing clause V. of the memorandum of association of SOTC TRAVEL (pertaining to authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 13, 61 and 232 and other applicable provisions of the Act as the case may be and be replaced by the following clause:

V. "The Authorized Share Capital of the Company is Rs. 300,01,00,000 (Rupees Three Hundred Crores and One Lakh only) divided into 30,00,00,000 (Thirty Crores only) Preference Shares of Rs. 10/- (Rupees Ten only) each and 10,000 (Ten

Thousand only) Equity Shares of Rs. 10/- (Rupees Ten only) each. The Company has the power, from time to time, to increase or reduce its capital and to divide the shares in the capital for the time being into other classes and to attach thereto respectively such preferential, deferred, qualified or other special rights, privileges, conditions or restrictions, as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify or abrogate any such right, privilege or condition or restrictions in such manner as may for the time being be permitted by the Articles of Association of the Company or the legislative provisions of the time being in force in that behalf."

- 14.3 Further, the existing clause 3. of the Articles of Association of SOTC TRAVEL shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 14, 61 and 232 and other applicable provisions of the Act as the case may be and be replaced by the following clause:

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

- 14.4 It is hereby clarified that for the purposes of Clauses 14.1, 14.2 and 14.3 above, the consent of the shareholders of SOTC TRAVEL to the Scheme shall be deemed to be sufficient for the purposes of effecting the above amendment and increase in the authorized share capital of SOTC TRAVEL, and no further resolutions or actions under Section 13, 14 or 61 of the Act would be required to be separately passed or taken. However, SOTC TRAVEL shall file the requisite documents with the relevant Registrar of Companies, which has jurisdiction over SOTC TRAVEL, for such increase of its authorized share capital, as aforesaid.

15. REMAINING BUSINESS 1

- 15.1 The Remaining Business 1 and all the assets, liabilities and obligations pertaining thereto shall continue to belong solely to and continue to be vested solely in and be managed by TCI.

- 15.2 All legal, tax and other proceedings by or against TCI under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, whether or not in respect of any matter arising before the Effective Date, which does not specifically pertain or relate to TCI (including those relating to any right, power, liability, obligation or duty, of TCI in respect of the Remaining Business 1) shall be continued and enforced solely by or against TCI only, without any liability arising on SOTC TRAVEL or its shareholders.

16. TCI shall carry on all business and activities pertaining or relating to the Remaining Business 1 in its own name and on its own account and its own behalf in all respects.

17. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

With effect from the date of approval of the Scheme by the Board of Directors of TCI and SOTC TRAVEL and up to the Effective Date:

- 17.1 TCI shall, in respect of the Demerged Undertaking 1, be deemed to have been carrying on and shall carry on its business and activities and shall hold and stand possessed of and hold all its properties and assets for and on account of and in trust for SOTC TRAVEL. TCI hereby undertakes to hold its said assets with utmost prudence until the Effective Date.
- 17.2 On or after the Appointed Date but before the Effective Date, all the profits or income accruing or arising to TCI, in respect of the Demerged Undertaking 1 or expenditure or losses arising to or incurred by TCIL in respect of the Demerged Undertaking 1, shall for all purposes and intents be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses (as the case may be) of SOTC TRAVEL.
- 17.3 TCI shall carry on the business and activities with reasonable diligence and prudence and shall not without the prior written consent of SOTC TRAVEL, alienate, charge, mortgage, Encumber or otherwise deal with or dispose-off, the Demerged Undertaking 1, except in the ordinary course of business. TCI shall not undertake any new businesses within the Demerged Undertaking 1 except in the ordinary course of its business.
- 17.4 Where any of the liabilities and obligations attributed to the Demerged Undertaking 1, has been discharged by TCI, on or after the Appointed Date but before the Effective Date, such discharge shall be deemed to have been for and on behalf of SOTC TRAVEL.
- 17.5 All loans raised and liabilities incurred by TCI, after the Appointed Date but before the Effective Date and subsisting as on the Effective Date, for operations of the Demerged Undertaking 1 shall be discharged by SOTC TRAVEL on or after the Effective Date.
- 17.6 TCI shall not vary the terms and conditions of service of the employees or conclude settlements with unions or employees, except in the ordinary course of business or consistent with past practice or pursuant to any pre-existing obligation without the prior written consent of the Board of Directors of SOTC TRAVEL.

PART C

TRANSFER AND VESTING OF AMALGAMATED UNDERTAKING INTO TCIL

18. TRANSFER AND VESTING OF THE AMALGAMATED UNDERTAKING

18.1 Upon coming into effect of the Scheme and with effect from the Appointed Date (after Part B is deemed to have taken effect) and subject to the provisions of the Scheme, the Amalgamated Undertaking shall, subject to the terms and conditions of this Scheme and, without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in TCIL so as to become the undertaking of TCIL by virtue of and in the following manner:

18.1.1 All assets of the Transferor Companies that are movable in nature and/or otherwise capable of transfer by physical or constructive delivery, novation and/or endorsement and delivery or by operation of law, pursuant to the NCLT Order, shall be vested in TCIL. Upon this Scheme becoming effective, the title of such property shall be deemed to have been mutated and recognised as that of TCIL, absolutely and forever.

18.1.2 In respect of such of the assets of the Transferor Companies in relation to the Amalgamated Undertaking other than those referred to in Clause 18.1.1 above, outstanding loans and advances, if any, all kind of banking accounts including but not limited to current and saving accounts, term deposits, recoverable in cash or in kind or for value to be received, deposits, if any, with Governmental Authorities and other authorities and bodies, shall, without any further act, instrument or deed, be and stand transferred to and vested in TCIL and/or be deemed to be transferred to and vested in TCIL on the Appointed Date upon effectiveness of the Scheme. TCIL shall upon sanction of the Scheme be entitled to the delivery and possession of all documents of title of such movable property in this regard.

18.1.3 All immovable properties of the Transferor Companies, including land together with the buildings and structures standing thereon and rights and interests in immovable properties of the Transferor Companies, whether freehold or leasehold or otherwise and all documents of title, rights and easements in relation thereto shall stand vested in and/or be deemed to have been vested in TCIL, by operation of law pursuant to the sanctioning of the Scheme and upon the Scheme becoming effective. Such assets shall stand vested in TCIL and shall be deemed to be and become the property as an integral part of TCIL by operation of law. TCIL shall upon the NCLT Order sanctioning the Scheme and upon this Scheme becoming effective, be always entitled to all the rights and privileges attached in relation to such immovable properties and shall be

liable to pay appropriate rent, rates and taxes and fulfill all obligations in relation thereto or as applicable to such immovable properties. Upon this Scheme becoming effective, the title to such properties shall be deemed to have been mutated and recognised as that of TCIL and the mere filing thereof with the appropriate registrar or sub-registrar or with the relevant Governmental Authority shall suffice as record of continuing titles with TCIL and shall be constituted as a deemed mutation and substitution thereof. TCIL shall upon the Scheme becoming effective be entitled to the delivery and possession of all documents of title to such immovable property in this regard. It is hereby clarified that all the rights, title and interest of the Transferor Companies in any leasehold properties shall without any further act, instrument or deed, be vested in or be deemed to have been vested in TCIL. Further, at the discretion of TCIL, such immovable properties including leasehold rights can be vested pursuant to a separate conveyance or any other agreement as well.

- 18.1.4 All the other assets, brands, trademarks, rights, title, interests and identified investments of the Transferor Companies shall also without any further act, instrument or deed stand transferred to and vested in and be deemed to have been transferred to and vested in TCIL upon the coming into effect of this Scheme.
- 18.1.5 Upon the Scheme coming into effect, all debts (secured and unsecured), liabilities, bonds, debentures (including contingent liabilities), duties and obligations of every kind, nature and description of the Transferor Companies shall without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in TCIL, so as to become on and from the Appointed Date, the debts, liabilities, bonds, debentures (including contingent liabilities), duties and obligations of TCIL on the same terms and conditions as were applicable to TCIL, and further that it shall not be necessary to obtain the Consent of any Person who is a party to contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this Clause. Necessary modification, as may be required would be carried out to the debt instrument issued by the Transferor Companies, if any.
- 18.1.6 Upon this Scheme becoming effective, the secured creditors of the Transferor Companies and/or other holders of Encumbrance over the properties of the Transferor Companies shall be entitled to Encumbrance only in respect of the properties, assets, rights, benefits and interest of the Transferor Companies, as existing immediately prior to the amalgamation of the Transferor Companies with TCIL and the secured creditors of TCIL and and/or other holders of Encumbrance over the properties of TCIL shall be entitled to Encumbrance only in respect of the properties, assets, rights, benefits and interest of TCIL, as existing immediately prior to the amalgamation of the Transferor Companies with TCIL. It is hereby clarified that pursuant to the amalgamation of the Transferor Companies with TCIL, (a) the

secured creditors of the Transferor Companies and/or other holders of Encumbrance over the properties of the Transferor Companies shall not be entitled to any additional Encumbrance over the properties, assets, rights, benefits and interest of TCIL and therefore, such assets which are not currently Encumbered shall remain free and available for creation of any Encumbrance thereon in future in relation to any current or future indebtedness of TCIL; and (b) the secured creditors of TCIL and/or other holders of Encumbrance over the properties of TCIL shall not be entitled to any additional Encumbrance over the properties, assets, rights, benefits and interest of the Transferor Companies and therefore, such assets which are not currently Encumbered shall remain free and available for creation of any Encumbrance thereon in future in relation to any current or future indebtedness of TCIL.

- 18.1.7 On and from the Effective Date, and thereafter, TCIL shall be entitled to operate all bank accounts, demat accounts, if any, of the Transferor Companies and realize all monies and complete and enforce all pending contracts and transactions and to accept stock returns and issue credit notes in respect of the Transferor Companies in the name of TCIL in so far as may be necessary until the transfer of rights and obligations of the Transferor Companies to TCIL under this Scheme have been formally given effect to under such contracts and transactions.
- 18.1.8 With effect from the Effective Date, the borrowing and investment limits of TCIL under the Act shall be deemed without any further act or deed to have been enhanced by the borrowing and investment limits of the Transferor Companies, such limits being incremental to the existing limits of TCIL.
- 18.1.9 Any corporate approvals obtained by the Transferor Companies, whether for the purposes of compliance or otherwise, shall stand transferred to TCIL and such corporate approvals and compliance shall be deemed to have been obtained and complied with by TCIL.
- 18.1.10 All Governmental Approvals and other Consents, quotas, rights, authorizations, entitlements, no objection certificates and licenses, including those relating to tenancies, privileges, powers and facilities of every kind and description of whatsoever nature, to which the Transferor Companies are a party or to the benefit of which the Transferor Companies may be entitled to use or which may be required to carry on the operations of the Transferor Companies, and which are subsisting or in effect immediately prior to the Effective Date, shall be, and remain, in full force and effect in favour of or against TCIL and may be enforced as fully and effectually as if, instead of the Transferor Companies, TCIL had been a party, a beneficiary or an obligee thereto and shall be appropriately mutated by the relevant Governmental Authorities in favour of TCIL. In so far as the various incentives, service tax benefits, subsidies (including applications for subsidies), rehabilitation schemes, grants,

special status, rights, and other benefits or privileges enjoyed, granted by any Governmental Authority or by any other Person, or availed of by the Transferor Companies are concerned, the same shall, without any further act or deed, vest with and be available to TCIL on the same terms and conditions as are available to the Transferor Companies.

18.1.11 All registrations, licenses, trademarks, brands, copyrights, domain names, applications for copyrights, trade-names and trademarks, etc. pertaining to the Transferor Companies, if any, shall stand vested in TCIL without any further act, instrument or deed, upon the sanction of the Scheme and upon this Scheme becoming effective.

18.1.12 All taxes (including but not limited to advance tax, tax deducted at source, MAT credits, dividend distribution tax, securities transaction tax, taxes withheld/paid in a foreign country, value added tax, sales tax, service tax, GST etc.) payable by or refundable to the Transferor Companies with effect from the Appointed Date, including all or any refunds or claims shall be treated as the tax liability or refunds/claims, etc. as the case may be, of TCIL, and any tax incentives, advantages, privileges, exemptions, credits, holidays, remissions, reductions, service tax input credits, GST input credits etc., as would have been available to the Transferor Companies, shall pursuant to this Scheme becoming effective, be available to TCIL. In case, any credit or tax deduction at source, advance tax, MAT, GST, CENVAT, refunds, SEIS etc. pertaining to Demerged Undertaking 1 and paid or deemed to be paid by TCI but could not be transferred shall be appropriately reimbursed by TCIL (post amalgamation of residual TCI into TCIL) to SOTC TRAVEL.

18.1.13 Any third party or Governmental Authority required to give effect to any provisions of this Scheme, shall take on record the NCLT Order sanctioning the Scheme on its file and duly record the necessary substitution or endorsement in the name of TCIL as successor in interest, pursuant to the sanction of this Scheme by the NCLT, and upon this Scheme becoming effective. For this purpose, TCIL shall file certified copies of such NCLT Order and if required file appropriate applications or forms with relevant authorities concerned for statistical and information purposes only and there shall be no break in the validity and enforceability of Governmental Approvals, Consents, exemptions, quotas, rights, entitlements, licenses (including the licenses granted by any Governmental Authorities for the purpose of carrying on its business or in connection therewith), and certificates of every kind and description of whatsoever nature.

18.1.14 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all Consents, permissions, certificates, clearances, authorities, power of attorneys given by, issued to or in

favour of Transferor Companies shall stand transferred to TCIL, as if the same were originally given by, issued to or executed in favour of TCIL, and TCIL shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to TCIL.

18.1.15 TCIL shall, at any time after this Scheme coming into effect, in accordance with the provisions hereof, if so required under any Applicable Law or otherwise, execute appropriate deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to which the Transferor Companies have been a party, including any filings with the regulatory authorities, in order to give formal effect to the above provisions. TCIL shall for this purpose, under the provisions hereof, be deemed to have been authorized to execute any such writings on behalf of the Transferor Companies and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Companies.

18.1.16 With effect from the Effective Date, all inter se contracts solely between the respective Transferor Companies and TCIL shall stand cancelled and cease to operate, and appropriate effect shall be given to such cancellation and cessation in the books of accounts and records of TCIL.

18.1.17 With effect from the Effective Date, there will be no accrual of income or expense on account of any transactions, including inter alia any transactions in the nature of sale or transfer of any goods, materials or services, between the Transferor Companies and TCIL. For avoidance of doubt, it is hereby clarified that with effect from the Effective Date, there will be no accrual of interest or other charges in respect of any inter se loans, deposits or balances between the Transferor Companies and TCIL.

18.1.18 For avoidance of doubt and without prejudice to the generality of any applicable provisions of this Scheme, it is clarified that in order to ensure (i) implementation of the provisions of the Scheme; (ii) uninterrupted transfer of the relevant Consents, patents, certificates etc.; and (iii) continued vesting of the benefits, exemptions available to the Transferor Companies in favour of TCIL, the Board of Directors of the Transferor Companies and TCIL shall be deemed to be authorized to execute or enter into necessary documentations with any regulatory authorities or third parties, if applicable and the same shall be considered as giving effect to the NCLT Order and shall be considered as an integral part of this Scheme. Further, TCIL shall be deemed to be authorized to execute or enter into necessary documentations with any regulatory authorities or third parties, if applicable, on behalf of Transferor Companies and to carry out or perform all such formalities or compliance required for the purpose of implementation of the provisions of the Scheme.

19. **CONSIDERATION**

- 19.1 As all the Transferor Companies are wholly-owned subsidiaries of TCIL, no consideration shall be payable pursuant to the amalgamation of Transferor Companies into TCIL, and the equity shares and preference shares held by TCIL on its own and together with its nominees in the respective Transferor Companies, as applicable, shall stand cancelled without any further act, application or deed.

20. ACCOUNTING TREATMENT

20.1 Accounting treatment in the books of TCIL:

Upon the coming into effect of this Scheme and with effect from the Appointed Date:

- 20.1.1 TCIL shall account for the amalgamation of the Transferor Companies on the basis of 'Pooling of Interest' method as stated in Ind AS -103 Business Combination;
- 20.1.2 All the assets and liabilities of Transferor Companies shall be recorded at their respective carrying amounts and no adjustments are made to reflect fair values, or re-organize any new assets or liabilities.
- 20.1.3 The carrying value of investment in TCI shall be split between SOTC TRAVEL and TCI (new shares received as per Clause 6.1) in the books of accounts of TCIL in the ratio of assets and liabilities transferred to SOTC TRAVEL and retained by TCI.
- 20.1.4 The value of investments in the equity shares of the Transferor Companies post considering the effect in Clause 20.1.3 above held by TCIL shall stand cancelled in the books of the TCIL without any further act or deed.
- 20.1.5 The balance of the reserves appearing in the financial statements of Transferor Companies is aggregated with the corresponding balance appearing in the financial statements of TCIL.
- 20.1.6 The difference, if any, arising between carrying value of assets and liabilities and reserves pertaining to the Transferor Companies and the carrying value of investments in the books of TCIL shall be transferred to 'Reserve on restructuring' account in the books of TCIL.

21. SAVING OF CONCLUDED TRANSACTIONS

- 21.1 Subject to the terms of the Scheme, the transfer and vesting of the Amalgamated Undertaking and continuance of proceedings by or against TCIL, as provided herein, shall not affect any transactions or proceedings already concluded by the Transferor Companies before the Effective Date, to the end and intent that TCIL accepts and adopts all acts, deeds and things done and executed by and/or on behalf of Transferor Companies in relation to the Amalgamated Undertaking as acts, deeds and things done and executed by and on behalf of TCIL.

22. CONTRACTS, DEEDS, AND OTHER INSTRUMENTS

- 22.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, understandings whether written or oral and other instruments, if any, of whatsoever nature to which the Transferor Companies are a party or to the benefit of which the Transferor Companies may be eligible and which are subsisting or having effect on the Appointed Date, without any further act, instrument or deed, shall be in full force and effect against or in favour of TCIL, as the case may be, and may be enforced by or against TCIL as fully and effectively as if, instead of TCIL, the Transferor Companies had been a party or beneficiary or obligee thereto.
- 22.2 Without prejudice to other provisions of this Scheme and notwithstanding the fact that the vesting of the Amalgamated Undertaking occurs by virtue of this Scheme itself, TCIL may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any Applicable Law or otherwise, execute deeds of confirmation in favour of any party to any contract or arrangement to which the Transferor Companies are a party as may be necessary to be executed in order to give formal effect to the above provisions. TCIL shall be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and to carry out or perform all formalities or compliances required for the purposes referred to above on the part of the Transferor Companies.

23. LEGAL PROCEEDINGS

- 23.1 All legal proceedings relating to the Amalgamated Undertaking of whatsoever nature by or against the Transferor Companies pending and/or arising before the Effective Date, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against TCIL, as the case may be, in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Companies. It is hereby expressly clarified that any legal proceedings by or against the Transferor Companies in relation to cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Companies and pertaining to the Amalgamated Undertaking shall be instituted, or as the case may be, continued, by or against, TCIL after the coming into effect of the Scheme.
- 23.2 All legal or other proceedings initiated by or against the Amalgamated Undertaking referred in Clause 23.1 above shall stand transferred to the name of TCIL and the same shall be continued, prosecuted, defended and enforced as the case may be by or against TCIL, to the exclusion of the Transferor Companies.

24. STAFF, EMPLOYEES & WORKMEN

- 24.1 Upon the coming into effect of this Scheme, all the employees on the payroll of the Transferor Companies engaged in or in relation to the Amalgamated Undertaking immediately prior to the Effective Date, shall become the employees of TCIL without any break or interruption of service and with the benefit of continuity of service on terms and conditions which are not less favourable than the terms and conditions as were applicable.
- 24.2 The Transferor Companies agree that the service of all employees of the Transferor Companies immediately prior to the Effective Date shall be taken into account for the purpose of all retirement benefits to which they may be eligible in TCIL immediately prior to the coming into effect of this Scheme. TCIL further agrees that for the purpose of payment of any retrenchment compensation, gratuity, grants, stock options or other terminal benefits, such past service with the Transferor Companies, shall also be taken into account and agrees and undertakes to pay the same as and when payable.
- 24.3 Upon the coming into effect of this Scheme, TCIL shall make all the necessary contributions for such transferred employees and deposit the same in provident fund, gratuity fund or superannuation fund or any other special fund or staff welfare scheme or any other special scheme. TCIL will also file relevant intimations to the statutory authorities concerned who shall take the same on record and substitute the name of the respective Transferor Companies for TCIL.
- 24.4 Subject to the Applicable Law, the existing provident fund, gratuity fund and pension and /or superannuation fund/trusts, retirement funds or employees state insurance schemes or pension scheme or employee deposit linked insurance scheme or any other benefits, if any, created by the Transferor Companies for their employees, shall be continued on the same terms and conditions and will be transferred to the necessary funds, schemes or trusts of TCIL without any separate act, deed or approval and till the time such necessary funds, schemes or trusts are created by TCIL, all contribution shall continue to be made to the respective existing funds, schemes or trusts of the Transferor Companies.

25. TREATMENT OF THE SCHEME FOR THE PURPOSES OF IT ACT

- 25.1 This part of the Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified under Section 2(1B) of the IT Act. If any of the terms or provisions of the Scheme is/are found or interpreted to be inconsistent with the provisions of Section 2(1B) of the IT Act at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of Section 2(1B) of the IT Act shall prevail and the Scheme shall stand modified to the extent

necessary to comply with the provisions of Section 2(1B) of the IT Act. Such modification will however not affect other parts of the Scheme.

26. DISSOLUTION OF TRANSFEROR COMPANIES

- 26.1 Upon the Scheme becoming effective, each of the Transferor Companies shall stand dissolved without being wound up without any further act or deed.

27. CONSOLIDATION OF AUTHORISED SHARE CAPITAL OF TCIL

- 27.1 Upon Scheme becoming effective, the authorised share capital of TCIL shall stand increased without any further act, instrument or deed on the part of TCIL including payment of stamp duty and fees payable to Registrar of Companies, by the authorised share capital of all the Transferor Companies (post giving effect to Clause 14) amounting to Rs. 644,300,000 /- (Rupees Sixty Four Crores and Three Lakhs Only) comprising of 644,300,000 Equity Shares of Re. 1/- each and the memorandum of association and articles of association of TCIL (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and the consent of the shareholders of TCIL to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Section 61 of the Act would be required to be separately passed, as the case may be and for this purpose the stamp duty and fees paid on the authorized capital of Transferor Companies shall be utilized and applied to the increased authorized share capital of TCIL and there would be no requirement for any further payment of stamp duty and / or fee by TCIL for increase in the authorised share capital to that extent.

- 27.2 Consequently, the existing clause V of the memorandum of association of TCIL shall stand appropriately amended, without any further act, instrument or deed be and stand altered, modified and amended pursuant to Sections 13 and 61 and 232 and other applicable provisions of the Act as the case may be and be replaced by the following clause:

"V. The Authorized Share Capital of the Company is Rs. 4,479,300,000/- (Rupees Four Hundred Forty Seven Crores and Ninety Three Lakhs only) divided into 1,979,300,000/- (One Hundred and Ninety Seven Crores Ninety Three Lakhs only) Equity Shares of Re. 1/- (Rupee One only) each and 250,000,000 (Twenty Five Crores only) Preference Shares of Rs. 10/- (Rupees Ten only) each.

28. COSTS

- 28.1 Until the Effective Date, TCIL and the Transferor Companies shall respectively bear their own costs, charges and expenses, in relation to or in connection with or incidental to the Scheme. Provided however that all stamp duty, registration charges

and other transfer charges in relation to the Scheme and the matters contemplated herein shall be borne and paid by TCIL.

29. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

With effect from the date of approval of the Scheme by the Board of Directors of TCIL and Transferor Companies up to the Effective Date:

- 29.1 The respective Transferor Companies shall, in respect of the Amalgamated Undertaking, be deemed to have been carrying on and shall carry on their respective business and activities and shall hold and stand possessed of and hold all their respective properties and assets for and on account of and in trust for TCIL. The Transferor Companies hereby undertake to hold the said assets with utmost prudence until the Effective Date.
- 29.2 On or after the Appointed Date but before the Effective Date, all the profits or income accruing or arising to the Transferor Companies, in respect of the Amalgamated Undertaking or expenditure or losses arising to or incurred by the Transferor Companies in respect of the Amalgamated Undertaking, shall for all purposes and intents be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses (as the case may be) of TCIL.
- 29.3 The Transferor Companies shall carry on their respective business and activities with reasonable diligence and prudence and shall not without the prior written consent of TCIL, alienate, charge, mortgage, Encumber or otherwise deal with or dispose-off, the Amalgamated Undertaking, except in the ordinary course of business. The Transferor Companies shall not undertake any new businesses within the Amalgamated Undertaking except in the ordinary course of its business.
- 29.4 Where any of the liabilities and obligations attributed to the Amalgamated Undertaking, has been discharged by the Transferor Companies, on or after the Appointed Date but before the Effective Date, such discharge shall be deemed to have been for and on behalf of TCIL.
- 29.5 All loans raised and liabilities incurred by the Transferor Companies, after the Appointed Date but before the Effective Date and subsisting as on the Effective Date, for operations of the Amalgamated Undertaking shall be discharged by TCIL on or after the Effective Date.
- 29.6 The Transferor Companies shall not vary the terms and conditions of service of the employees or conclude settlements with unions or employees, except in the ordinary course of business or consistent with past practice or pursuant to any pre-existing obligation without the prior written consent of the Board of Directors of TCIL.

30. **AMENDMENT TO MEMORANDUM OF ASSOCIATION OF TCIL, VALIDITY OF EXISTING RESOLUTIONS ETC.**

- 30.1 In order to carry on the activities currently being carried on by the Transferor Companies upon coming into effect of the Scheme, applicable main objects in the memorandum of association of the Transferor Companies shall be added to the matters which are necessary for furtherance of the objects of the memorandum of association of TCIL, to the extent such objects are not already covered by those of TCIL. The objects clause as set out in **Schedule 2** shall be added to the memorandum of association of TCIL and the memorandum of association of TCIL shall be further reformatted and renumbered as per the applicable provisions of the Act.
- 30.2 It shall be deemed that the members of TCIL have also resolved and accorded all relevant Consents under Section 13 of the Act. It is clarified that there will be no need to pass a separate shareholders' resolution as required under Section 13 of the Act for the amendment to the memorandum of association of TCIL.
- 30.3 Upon the coming into effect of the Scheme and with effect from the Appointed Date, the resolutions of the Board of Directors of respective Transferor Companies, including resolutions of any committees authorized by and comprising inter alia of members of the Board of Directors of Transferor Companies, as are considered necessary by the Board of Directors of TCIL and which are validly subsisting, shall be considered as resolutions of TCIL.
- 30.4 With effect from the Effective Date, the security creation, borrowing and investment limits of TCIL under the Act shall be deemed without any further act or deed to have been enhanced by the security creation, borrowing and investment limits of the Transferor Companies, such limits being incremental to the existing limits of TCIL.
- 30.5 Any corporate approvals obtained by the Transferor Companies, whether for purposes of compliance or otherwise, shall stand transferred to TCIL and such corporate approvals and compliance shall be deemed to have been obtained and complied with by TCIL.

PART D

TRANSFER AND VESTING OF DEMERGED UNDERTAKING 2 OF TCIL INTO QUESS

31. TRANSFER AND VESTING OF THE DEMERGED UNDERTAKING 2

- 31.1 Upon coming into effect of the Scheme and with effect from the Appointed Date (after Part B and Part C are deemed to have taken effect) and subject to the provisions of the Scheme, the Demerged Undertaking 2 shall, subject to the terms and conditions of this Scheme and, without any further act, instrument or deed, be demerged from TCIL and stand transferred to and vested in and/ or deemed to have been demerged from TCIL and stand transferred to and vested in Quess, so as to become the undertaking of Quess by virtue of and in the following manner:
- 31.1.1 All assets of TCIL in relation to the Demerged Undertaking 2 that are movable in nature and/or otherwise capable of transfer by physical or constructive delivery, novation and/or endorsement and delivery or by operation of law, shall be vested in Quess. Upon this Scheme becoming effective, the title of such property shall be deemed to have been mutated and recognised as that of Quess, absolutely and forever.
- 31.1.2 In respect of such of the assets of TCIL in relation to the Demerged Undertaking 2 other than those referred to in Clause 31.1.1 above, outstanding loans and advances, if any, all kind of banking accounts including but not limited to current and saving accounts, term deposits, recoverable in cash or in kind or for value to be received, deposits, if any, with Governmental Authorities and other authorities and bodies, shall, without any further act, instrument or deed, be and stand transferred to and vested in Quess and/or be deemed to be transferred to and vested in Quess from the Appointed Date upon effectiveness of the Scheme. Quess shall upon sanction of the Scheme be entitled to the delivery and possession of all documents of title of such movable property in this regard.
- 31.1.3 All the assets, rights, title, interests and investments of TCIL in relation to the Demerged Undertaking 2 shall also without any further act, instrument or deed stand transferred to and vested in and be deemed to have been transferred to and vested in Quess upon the coming into effect of this Scheme. Any assets acquired by TCIL after the Appointed Date but prior to the Effective Date pertaining to the Demerged Undertaking 2 shall upon the coming into effect of this Scheme also without any further act, instrument or deed stand transferred to and vested in or be deemed to have been transferred to or vested in Quess upon the coming into effect of this Scheme.

- 31.1.4 Upon the Scheme coming into effect, all debts (secured and unsecured), liabilities, bonds, debentures (including contingent liabilities), duties and obligations of every kind, nature and description of TCIL in relation to the Demerged Undertaking 2 shall without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in, Quess, so as to become on and from the Appointed Date, the debts, liabilities, bonds, debentures (including contingent liabilities), duties and obligations of Quess on the same terms and conditions as were applicable to TCIL, and further that it shall not be necessary to obtain the Consent of any Person who is a party to contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this Clause. Necessary modification, as may be required would be carried out to the debt instrument issued by TCIL in relation to the Demerged Undertaking 2.
- 31.1.5 Subject to the other provisions of this Scheme, in so far as the assets of the Demerged Undertaking 2 are concerned, the Encumbrances over such assets, to the extent they relate to any loans or borrowings of the Remaining Business 2 of TCIL, shall without any further act, instrument or deed be released and discharged from the same and shall no longer be available as Encumbrances in relation to those liabilities of TCIL which are not transferred to Quess. The absence of any formal amendment in order to affect such release shall not affect the operation of this Clause. It is hereby clarified that in case of any existing Encumbrances over the assets of Demerged Undertaking 2 this Scheme shall not operate to enlarge such Encumbrances over other assets of Quess and Quess shall not be obliged to create any further or additional Encumbrances thereof after the demerger of Demerged Undertaking 2 has become effective or otherwise.
- 31.1.6 In so far as the assets of the Remaining Business 2 are concerned, the Encumbrances over such assets, to the extent they relate to any loans or borrowings of the Demerged Undertaking 2 shall, without any further act, instrument or deed be released and discharged from such Encumbrances. The absence of any formal amendment which may be required by a bank and/ or financial institution in order to affect such release shall not affect the operation of this Clause.
- 31.1.7 In so far as the existing Encumbrance in respect of the loans and other liabilities relating to the Remaining Business 2 are concerned, such Encumbrance shall, without any further act, instrument or deed be continued with TCIL only on the assets that are remaining with TCIL.
- 31.1.8 All Governmental Approvals and other Consents, quotas, rights, authorizations, entitlements, including those relating to tenancies, privileges, powers and facilities of every kind and description of whatsoever nature, to which TCIL in relation to the Demerged Undertaking 2 is a party or to the benefit of which TCIL in relation to the

Demerged Undertaking 2 may be entitled to use or which may be required to carry on the operations of TCIL in relation to the Demerged Undertaking 2, and which are subsisting or in effect immediately prior to the Effective Date, shall be, and remain, in full force and effect in favour of or against Quess and may be enforced as fully and effectually as if, instead of TCIL, Quess had been a party, a beneficiary or an obligee thereto and shall be appropriately mutated by the relevant Governmental Authorities in favour of Quess. In so far as the various incentives, service tax benefits, subsidies (including applications for subsidies), rehabilitation schemes, grants, special status, rights, and other benefits or privileges enjoyed, granted by any Governmental Authority or by any other Person, or availed of by TCIL in relation to the Demerged Undertaking 2 are concerned, if any, the same shall, without any further act or deed, vest with and be available to Quess on the same terms and conditions as are available to TCIL in relation to the Demerged Undertaking 2.

31.1.9 All registrations, licenses, trademarks, copyrights, domain names, applications for copyrights, trade-names and trademarks, etc. pertaining to TCIL in relation to the Demerged Undertaking 2, if any, shall stand vested in Quess without any further act, instrument or deed, upon the sanction of the Scheme and upon this Scheme becoming effective.

31.1.10 All taxes (including but not limited to value added tax, sales tax, service tax, GST etc.) payable by or refundable to TCIL in relation to the Demerged Undertaking 2 with effect from the Appointed Date, including all or any refunds or claims shall be treated as the tax liability or refunds/claims, etc. as the case may be, of Quess, and any tax incentives, advantages, privileges, exemptions, holidays, remissions, reductions, service tax input credits, GST input credits etc., as would have been available to TCIL in relation to the Demerged Undertaking 2, shall pursuant to this Scheme becoming effective, be available to Quess.

31.1.11 Any third party or Governmental Authority required to give effect to any provisions of this Scheme, shall take on record the NCLT Orders sanctioning the Scheme on its file and duly record the necessary substitution or endorsement in the name of Quess as successor in interest, pursuant to the sanction of this Scheme by the NCLT, and upon this Scheme becoming effective. For this purpose, Quess shall file certified copies of such NCLT Order and if required file appropriate applications or forms with relevant authorities concerned for statistical and information purposes only and there shall be no break in the validity and enforceability of Governmental Approvals, Consents, quotas, rights, entitlements, licenses (including the licenses granted by any Governmental Authorities for the purpose of carrying on its business or in connection therewith), and certificates of every kind and description of whatsoever nature.

31.1.12 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all Consents, certificates, power of attorneys given by, issued to or in favour of TCIL in relation to the Demerged Undertaking 2 shall stand transferred to Quess, as if the same were originally given by, issued to or executed in favour of Quess, and Quess shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to Quess.

31.1.13 Quess shall, at any time after this Scheme coming into effect, in accordance with the provisions hereof, if so required under any Applicable Law or otherwise, execute appropriate deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to which TCIL in relation to the Demerged Undertaking 2 have been a party, including any filings with the regulatory authorities, in order to give formal effect to the above provisions. Quess shall for this purpose, under the provisions hereof, be deemed to have been authorized to execute any such writings on behalf of TCIL in relation to the Demerged Undertaking 2 and to carry out or perform all such formalities or compliances referred to above on the part of TCIL in relation to the Demerged Undertaking 2.

31.1.14 For avoidance of doubt and without prejudice to the generality of any applicable provisions of this Scheme, it is clarified that in order to ensure (i) implementation of the provisions of the Scheme; (ii) uninterrupted transfer of the relevant contracts, Consents, patents, registrations, certificates etc.; and (iii) continued vesting of the benefits, exemptions available to TCIL in relation to the Demerged Undertaking 2 in favour of Quess, the Board of Directors of TCIL and Quess shall be deemed to be authorized to execute or enter into necessary documentations with any regulatory authorities or third parties, if applicable and the same shall be considered as giving effect to the NCLT Order and shall be considered as an integral part of this Scheme.

32. **CONSIDERATION**

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

1886 equity shares of Quess of INR 10/- each fully paid up for every 10,000 equity shares held in TCIL of INR 1/- each fully paid up.

- 32.2 In the event of any increase in the issued, subscribed or paid up share capital of Quess and/or TCIL or issuance of any instruments convertible into equity shares or restructuring of its equity share capital including by way of share split/ consolidation/ issue of bonus shares or other similar action in relation to the share capital of Quess and/or TCIL at any time before the Record Date 2, the Share Entitlement Ratio (defined above) shall be adjusted appropriately and the same shall be approved by the Boards of both Quess and TCIL.
- 32.3 The equity shares issued pursuant to Clause 32.1 above, shall be issued to the shareholders of TCIL in demat form, that is, dematerialized shares and in the demat account in which TCIL shares are held or such other account as is intimated by the equity shareholders to TCIL and/or its registrar. All those shareholders who hold equity shares of TCIL in physical form shall also have the option to receive the equity shares, as the case be, in dematerialized form provided the details of their account with the depository participant are intimated in writing to Quess and/or its registrar. In the event Quess has received notice from any person that equity shares are to be issued in physical form or if the person has not provided the requisite details relating to his/her/its account with a depository participant or other confirmations as may be required or if the details furnished by any person do not permit electronic credit of the equity shares, then Quess will issue equity shares in physical form to such person or persons.
- 32.4 The equity shares to be issued by Quess pursuant to Clause 32.1 above in respect of such equity shares of TCIL which are held in abeyance under the provisions of Section 126 of the Act (erstwhile Section 206A of the Companies Act, 1956) or otherwise shall, pending allotment or settlement of the dispute by order of a court or otherwise, also shall be kept in abeyance by Quess.
- 32.5 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholders of TCIL, the Board of Directors of TCIL, and/or the stakeholders relationship committee shall be empowered prior to the Record Date 2, to effectuate such transfers in TCIL as if such changes in registered holders were operative as on the Record Date 2, in order to remove any difficulties arising in relation to the shares to be issued by Quess pursuant to Clause 32.1 above after the Scheme is effected. The Board of Directors of TCIL shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new members in Quess on account of difficulties faced in the transition period.
- 32.6 It is clarified that presently, TCIL holds 71,323,496 (Seven Crores Thirteen Lakhs Twenty Three Thousand Four Hundred and Ninety Six) shares in Quess, out of which 18,015,604 (One Crore Eighty Lakhs Fifteen Thousand Six Hundred and Four)

shares in Quess are locked-in under Applicable Law ("**Locked in Shares**"). Consequently, in terms of SEBI Circular, post issuance and allotment of equity shares by Quess under Clause 32.1, 18,015,604 (One Crore Eighty Lakhs Fifteen Thousand Six Hundred and Four) equity shares to be issued to Fairbridge Capital (Mauritius) Limited ("**FCML**") shall be under locked in category for the remainder of the period for which the Locked in Shares are currently subject to lock in.

- 32.7 Upon issuance and allotment of equity shares by Quess to the promoter of TCIL i.e. FCML pursuant to Clause 32.1, FCML shall become the promoter of Quess in place of TCIL. The other existing promoters of Quess i.e., Ajit Isaac and Net Resources Investments Private Limited shall continue to be promoters of Quess, post demerger. Further, upon the coming into effect of this Scheme, all existing arrangements, between Ajit Isaac and/ or Net Resources Investments Private Limited and TCIL in relation to Quess shall stand novated in favour of FCML, in place of TCIL.
- 32.8 The equity shares issued and allotted by Quess, in terms of Clause 32.1 above, shall be subject to the provisions of the Memorandum and Articles of Association of Quess and shall rank *pari passu* in all respects with the then existing equity shares of Quess, including the rights in respect of dividend and bonus shares, if declared, by Quess on or after the Effective Date. Further, Quess shall, if required, take all necessary steps for increase of authorized share capital for issue of equity shares pursuant to Clause 32.1 above.
- 32.9 It is clarified that upon the approval of this Scheme by the shareholders of TCIL and Quess under Sections 230 and 232 of the Act read with Section 52, 55 and 66 of the Act, the shareholders shall be deemed to have approved this Scheme under Sections 13, 14, 62, 188 and any other applicable provisions under the Act and that no separate approval from the shareholders to that extent shall be required to be sought for the matters specified in this Scheme.
- 32.10 Fractional entitlements, if any, by Quess, to the equity shareholders of TCIL at the time of issue and allotment of equity shares under Clause 32.1 above shall be consolidated and shall be dealt with as mentioned in Clause 32.11 below.
- 32.11 After giving effect to Clause 32.10 above, at the time of issue and allotment of equity shares the Board of Directors of Quess shall consolidate all fractional entitlements, and allot equity shares in lieu thereof to a corporate trustee or such other authorized representative(s) as the Board of Directors of Quess shall appoint in this behalf, who shall hold the equity shares issued in Quess, in trust on behalf of the equity shareholders entitled to fractional entitlements with the express understanding that such corporate trustee or other authorized representative(s) shall sell the same in the market at such time or times and at such price or prices and to such person or persons, as it/he/they may deem fit, and pay to Quess, the net sale proceeds thereof,

whereupon Quess shall distribute such net sale proceeds (after deduction of applicable taxes, if any), to the equity shareholders in proportion to their respective fractional entitlements. The Board of Directors of Quess, if it deems necessary, in the interests of allottees, approve such other method in this behalf as it may, in its absolute discretion, deem fit.

- 32.12 The equity shares allotted and issued in terms of Clause 32.1 above, shall be listed and/or admitted to trading on the Stock Exchanges, where the equity shares of Quess are listed and/or admitted to trading; subject to Quess obtaining the requisite Governmental Approvals pertaining to their listing.

33. **ACCOUNTING TREATMENT**

- 33.1 Notwithstanding anything to the contrary herein, upon this Scheme becoming effective, TCIL and Quess shall give effect to the accounting treatment in its books of account in accordance with the accounting standards specified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, and more particularly, IND AS 103, or any other relevant or related requirement under the Act, as applicable on the Effective Date.

33.2 **Accounting treatment in the books of TCIL:**

Upon the coming into effect of this Scheme and with effect from the Appointed Date:

- 33.2.1 TCIL, as on the Appointed Date, shall reduce the carrying value of assets and liabilities pertaining to the Demerged Undertaking 2, transferred to and vested in Quess from the carrying value of assets and liabilities in its books;
- 33.2.2 The difference, being excess / shortfall of carrying value of assets over the carrying value of liabilities of the Demerged Undertaking 2 shall be transferred to 'Reserve on restructuring' account in the books of TCIL.

33.3 **Accounting treatment in the books of Quess:**

- 33.3.1 Upon coming into effect of this Scheme, transfer of Demerged Undertaking 2 of TCIL into Quess shall be accounted for in the books of Quess in accordance with the applicable accounting standard prescribed under Section 133 of the Act and / or as per generally accepted accounting principles.
- 33.3.2 Upon coming into effect of this Scheme, Quess shall record the assets and liabilities, of the Demerged Undertaking 2 vested in it pursuant to this Scheme, at their respective carrying values of TCIL.

33.3.3 The difference, if any, between the carrying value of assets and liabilities under Clause 33.3.2 above transferred to Quess and the consideration discharged by way of new shares issued to the shareholders of TCIL in lieu of Demerged Undertaking 2 shall be recorded as capital reserve in the books of Quess.

33.3.4 In case of any difference in the accounting policy between Quess and Demerged Undertaking 2 of TCIL, the impact of the same will be quantified and adjusted in the capital reserves of Quess to ensure that the financial statements of Quess reflect the financial position on the basis of consistent accounting policy.

33.3.5 Transaction costs including stamp duty and other regulatory fee/charges due to issue of new shares shall be accounted in accordance of IND AS 32 Financial Instruments – Presentation.

34. SAVING OF CONCLUDED TRANSACTIONS

34.1 Subject to the terms of the Scheme, the transfer and vesting of the Demerged Undertaking 2 and continuance of proceedings by or against Quess, as provided herein, shall not affect any transactions or proceedings already concluded by TCIL before the Effective Date, to the end and intent that Quess accepts and adopts all acts, deeds and things done and executed by and/or on behalf of TCIL in relation to the Demerged Undertaking 2 as acts, deeds and things done and executed by and on behalf of Quess.

35. CONTRACTS, DEEDS, AND OTHER INSTRUMENTS

35.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, understandings whether written or oral and other instruments, if any, of whatsoever nature, in relation to the Demerged Undertaking 2, to which TCIL is a party or to the benefit of which TCIL may be eligible and which are subsisting or having effect on the Appointed Date, without any further act, instrument or deed, shall be in full force and effect against or in favour of Quess, as the case may be, and may be enforced by or against Quess as fully and effectively as if, instead of TCIL, Quess had been a party or beneficiary or obligee thereto.

35.2 Without prejudice to other provisions of this Scheme and notwithstanding the fact that the vesting of the Demerged Undertaking 2 occurs by virtue of this Scheme itself, Quess may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any Applicable Law or otherwise, execute deeds of confirmation in favour of any party to any contract or arrangement, to which TCIL is a party in relation to the Demerged Undertaking 2, as may be necessary to be executed in order to give formal effect to the above provisions. Quess shall be deemed to be authorised to execute any such writings on behalf of

TCIL and to carry out or perform all formalities or compliances required for the purposes referred to above on the part of TCIL.

36. LEGAL PROCEEDINGS

36.1 All legal proceedings relating to the Demerged Undertaking 2 of whatsoever nature by or against TCIL pending and/or arising before the Effective Date, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against Quess, as the case may be, in the same manner and to the same extent as would or might have been continued and enforced by or against TCIL. It is hereby expressly clarified that any legal proceedings by or against TCIL in relation to cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of TCIL and pertaining to the Demerged Undertaking 2 shall be instituted, or as the case may be, continued, by or against, Quess after the coming into effect of the Scheme.

36.2 All legal or other proceedings initiated by or against the Demerged Undertaking 2 referred in Clause 36.1 above shall stand transferred to the name of Quess and the same shall be continued, prosecuted, defended and enforced as the case may be by or against Quess, to the exclusion of TCIL.

37. STAFF, EMPLOYEES & WORKMEN

37.1 Upon the coming into effect of this Scheme, all the employees on the payroll of TCIL engaged in or in relation to the Demerged Undertaking 2 immediately prior to the Effective Date, shall become the employees of Quess without any break or interruption of service and with the benefit of continuity of service on terms and conditions which are not less favourable than the terms and conditions as were applicable.

37.2 Quess agrees that the service of all employees engaged in or in relation to the Demerged Undertaking 2 immediately prior to the Effective Date shall be taken into account for the purpose of all retirement benefits to which they may be eligible in TCIL immediately prior into coming into effect of this Scheme. Quess further agrees that for the purpose of payment of any retrenchment compensation, gratuity, grants, or other terminal benefits, such past service with TCIL, shall also be taken into account and agrees and undertakes to pay the same as and when payable. Further, it is hereby clarified that the employees of TCIL engaged in or in relation to the Demerged Undertaking 2 are neither holding any stock options of TCIL nor shall be granted any stock options by TCIL.

37.3 Upon the coming into effect of this Scheme, Quess shall make all the necessary contributions for such transferred employees engaged in or in relation to the Demerged Undertaking 2 and deposit the same in provident fund, gratuity fund or superannuation fund or any other special fund or staff welfare scheme or any other special scheme. Quess will also file relevant intimations to the statutory authorities concerned who shall take the same on record and substitute the name of Quess for TCIL.

37.4 Subject to the Applicable Law, the existing provident fund, gratuity fund and pension and /or superannuation fund/trusts, retirement funds or employees state insurance schemes or pension scheme or employee deposit linked insurance scheme or any other benefits, if any, created by TCIL for employees engaged in or in relation to the Demerged Undertaking 2, shall be continued on the same terms and conditions and will be transferred to the necessary funds, schemes or trusts of Quess without any separate act, deed or approval and till the time such necessary funds, schemes or trusts are created by Quess, all contribution shall continue to be made to the existing funds, schemes or trusts of TCIL.

38. **EMPLOYEE STOCK OPTIONS**

38.1 Details of the employee stock options ("**ESOPs**") under the ESOP Schemes are provided in **Schedule 3** to this Scheme.

38.2 As on 5 Business Days prior to the Effective Date, all ESOPs which have not been granted under the (i) Thomas Cook Employees Stock Option Plan 2007 and (ii) Sterling Holiday Resorts (India) Limited Employee Stock Option Scheme 2012, shall lapse automatically without any further act, instrument or deed by TCIL, or its employees and without any approval or acknowledgment of any third party.

38.3 With respect to the outstanding ESOPs as referred to in **Schedule 3** ("**Outstanding ESOPs**") as on 5 Business Days prior to the Effective Date, TCIL shall, for the exercise of the Outstanding ESOPs, set up an employee benefit trust ("**ESOP Trust**") for the benefit of the relevant grantees of such Outstanding ESOPs ("**Relevant Employees**") (as approved by the Nomination & Remuneration Committee and as defined in each of the respective ESOP Schemes mentioned in **Schedule 3**), for the sole purpose of implementing the provisions of this Clause. Further, the Outstanding ESOPs as referred to in **Schedule 3** shall be reduced by any equity shares allotted pursuant to exercise of options that are exercised between March 31, 2018 and 5 Business Days before the Effective Date.

38.4 On or after the Effective Date but before the Record Date 2, (i) all Outstanding ESOPs shall stand accelerated in accordance with the terms of the respective ESOP Schemes ("**Acceleration**"), (ii) TCIL shall, as per Section 67 of the Act, Rule 16 of

Companies (Share Capital and Debenture) Rules, 2014, SEBI (Share Based Employee Benefits) Regulations 2014 (“**SEBI ESOP Regulations**”) and other applicable provisions of the Act, SEBI ESOP Regulations and rules, regulations, circulars and notifications framed thereunder, grant an interest free loan (“**ESOP Loan**”) to the ESOP Trust to enable the ESOP Trust to pay, the price (determined as per IT Act) towards the exercise of Outstanding ESOPs, (iii) the ESOP Trust shall immediately on receipt of the ESOP Loan, pay the entire amount of the ESOP Loan to TCIL as payment of the price towards Outstanding ESOPs, (iv) TCIL shall allot equity shares of TCIL to the ESOP Trust against the Outstanding ESOPs, and (v) the ESOP Schemes shall be subsumed under the ESOP Trust.

- 38.5 If the ESOP Trust is a shareholder of TCIL as on the Record Date 2, upon coming into effect of the Scheme, Quess shall issue and allot equity shares to the ESOP Trust as per the Share Entitlement Ratio and in accordance with Clause 32 (Consideration) of the Scheme. The equity shares issued and allotted by Quess to the ESOP Trust, in terms of Clause 38.4 above, shall be subject to the provisions of the Memorandum and Articles of Association of Quess and shall rank *pari passu* in all respects with the then existing equity shares of Quess.
- 38.6 Once equity shares have been issued to the ESOP Trust as per the above Clause, the Relevant Employees whose Outstanding ESOPs were vested prior to the Acceleration, shall be entitled to the equity shares of TCIL and Quess held by the ESOP Trust, only on payment of the exercise price to the ESOP Trust as set out in the applicable ESOP Schemes. The Relevant Employees whose Outstanding ESOPs were not vested prior to the Acceleration, shall on completion of the remaining vesting period as per the applicable ESOP Schemes, be entitled to the equity shares of TCIL and Quess held by the ESOP Trust, only on payment of the exercise price to the ESOP Trust, as set out in the applicable ESOP Schemes. The ESOP Trust shall use the exercise price paid by the Relevant Employee to repay the ESOP Loan to TCIL. The above should be deemed to be amendment to ESOP Schemes.
- 38.7 It is further clarified that each of the Relevant Employee will be entitled to the equity shares of Quess based on the Share Entitlement Ratio as mentioned in Clause 32 of the Scheme, based on TCIL shares received by them.
- 38.8 Fractional entitlements arising, if any, in respect of equity shares of Quess at the time of transfer by ESOP Trust to any Relevant Employee based on the Share Entitlement Ratio as mentioned in Clause 32 of the Scheme shall be dealt in accordance with following clause.
- 38.9 In respect of all the fractional entitlements, ESOP Trust shall consolidate all fractional entitlements, and transfer equity shares of Quess in lieu thereof to a trustee(s) of the ESOP Trust (“**Trustee**”) or such other authorized representative(s) as the Trustee

shall appoint in this behalf, who shall hold the equity shares of Qness, in trust on behalf of the Relevant Employee entitled to fractional entitlements with the express understanding that such Trustee or other authorized representative(s) shall sell the same in the market at such time or times and at such price or prices and to such person or persons, as he may deem fit, and pay to ESOP Trust, the net sale proceeds thereof, whereupon ESOP Trust shall distribute such net sale proceeds (after deduction of applicable taxes, if any) to the Relevant Employee in proportion to their respective fractional entitlements. The Trustee, if it deems necessary, in the interests of Relevant Employees, approve such other method in this behalf as it may, in its absolute discretion, deem fit.

38.10 It is clarified that subject to Applicable Law, the consent to the Scheme by the shareholders of TCIL shall be deemed to be Consent, as an integral part of this Scheme, to (i) the amendment to the ESOP Schemes; (ii) setting up of the ESOP Trust; (iii) grant and repayment of the ESOP Loan; and (iv) the implementation of the ESOP Schemes and the exercise of the Outstanding ESOPs as per the requirements of the Act, SEBI ESOP Regulations or any other Applicable Law.

38.11 TCIL shall take such actions and execute such further documents as may be necessary or desirable for the purpose of giving effect to the provisions of this Clause.

38.12 For the purposes of this Clause 38, the term “**Business Day**” means a day (excluding Saturdays, Sundays and public holidays) on which banks are generally open in Mumbai for the transaction of normal banking business.

39. **TREATMENT OF THE SCHEME FOR THE PURPOSES OF IT ACT**

39.1 This part of the Scheme has been drawn up to comply with the conditions relating to “Demerger” as specified under Section 2(19AA) of the IT Act. If any of the terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said section shall prevail and the Scheme shall stand modified to the extent necessary to comply with the Section 2(19AA) of the IT Act. Such modification will however not affect other parts of the Scheme.

40. **COSTS**

40.1 Until the Effective Date, TCIL and Qness shall bear their own costs, charges and expenses, in relation to or in connection with or incidental to the Scheme. Provided however that all stamp duty charges with respect to the issuance and allotment of shares contemplated under this Part of the Scheme, payment of all stamp duty and

registration charges and other transfer charges in relation to this Part of the Scheme and the matters contemplated herein shall be borne and paid by TCIL and Quess as applicable in their respective States.

41. REMAINING BUSINESS 2

- 41.1 The Remaining Business 2 and all the assets, liabilities and obligations relating or pertaining thereto shall continue to belong solely to and continue to be vested solely in and be managed by TCIL.
- 41.2 All legal, tax and other proceedings by or against TCIL under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, whether or not in respect of any matter arising before the Effective Date, which does not specifically pertain or relate to the Demerged Undertaking 2 (including those relating to any right, power, liability, obligation or duty, of TCIL in respect of the Remaining Business 2) shall be continued and enforced solely by or against TCIL only, without any liability arising on Quess or its shareholders.
- 41.3 TCIL shall carry on all business and activities pertaining or relating to the Remaining Business 2 in its own name and on its own account and its own behalf in all respects.

42. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

With effect from the date of approval of the Scheme by the Board of Directors of TCIL and Quess and up to the Effective Date:

- 42.1 TCIL shall, in respect of the Demerged Undertaking 2, be deemed to have been carrying on and shall carry on its business and activities and shall hold and stand possessed of and hold all its properties and assets for and on account of and in trust for Quess. TCIL hereby undertakes to hold its said assets with utmost prudence until the Effective Date.
- 42.2 On or after the Appointed Date but before the Effective Date, all the profits or income accruing or arising to TCIL, in respect of the Demerged Undertaking 2 or expenditure or losses arising to or incurred by TCIL in respect of the Demerged Undertaking 2, shall for all purposes and intents be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses (as the case may be) of Quess.
- 42.3 TCIL shall carry on the business and activities with reasonable diligence and prudence and shall not without the prior written consent of Quess, alienate, charge, mortgage, Encumber or otherwise deal with or dispose-off, the Demerged Undertaking 2, except in the ordinary course of business. TCIL shall not undertake any new businesses within the Demerged Undertaking 2 except in the ordinary course of its business.

- 42.4 Where any of the liabilities and obligations attributed to the Demerged Undertaking 2, has been discharged by TCIL, on or after the Appointed Date but before the Effective Date, such discharge shall be deemed to have been for and on behalf of Quess.
- 42.5 All loans raised and liabilities incurred by TCIL, after the Appointed Date but before the Effective Date and subsisting as on the Effective Date, for operations of the Demerged Undertaking 2 shall be discharged by Quess on or after the Effective Date.
- 42.6 TCIL shall not vary the terms and conditions of service of the employees or conclude settlements with unions or employees, except in the ordinary course of business or consistent with past practice or pursuant to any pre-existing obligation without the prior written consent of the Board of Directors of Quess.

PART E

GENERAL TERMS & CONDITIONS

43. APPLICATIONS TO NCLT

- 43.1 TCIL, TCI, TCTSL, TCF, SOTC TRAVEL and Quess, shall, with all reasonable dispatch, simultaneously, make necessary applications/ petitions to the NCLT, where the registered offices of TCIL, TCF, TCTSL, SOTC TRAVEL, TCI and Quess are situated, for sanctioning this Scheme and all matters ancillary or incidental thereto under Sections 230 to 232 read with Sections 52, 55 and 66 and other applicable provisions of the Act.

44. CAPITAL REORGANIZATION OF TCIL, TCI AND QUESS

- 44.1 The balance in the 'Reserve on restructuring' account in the books of TCIL (as per Clause 33.2.2 and Clause 20.1.6 above), shall be transferred to capital redemption reserve (to the extent available) and the balance, if any, to securities premium account of TCIL. The said reduction (i.e. of capital redemption reserve and/ or securities premium account) shall be in accordance with the provisions of Section 230 read with Sections 52, 55 and 66 of the Act as the same does not involve either diminution of liability in respect of unpaid share capital of TCIL or payment to any shareholder of any paid up share capital of TCIL and without having to follow the procedure under Section 66 of the Act and the NCLT Order(s) sanctioning the Scheme shall be deemed to be an order under the relevant provisions of the Act confirming such reduction of share capital of TCIL.
- 44.2 Further, the balance in the 'Reserve on restructuring' account in the books of TCI created as per Clause 7.2.2 above, shall be transferred to capital redemption reserve (to the extent available) and the balance, if any, to securities premium account of TCI. The said reduction (i.e. of capital redemption reserve and/ or securities premium account) shall be in accordance with the provisions of Section 230 read with Sections 52, 55 and 66 of the Act as the same does not involve either diminution of liability in respect of unpaid share capital of TCI or payment to any shareholder of any paid up share capital of TCI and without having to follow the procedure under Section 66 of the Act and the NCLT Order(s) sanctioning the Scheme shall be deemed to be an order under the relevant provisions of the Act confirming such reduction of share capital of TCI.
- 44.3 Pursuant to the provisions of Sections 230 to 232 read with Section 66 of the Act upon the Scheme coming into effect, the shares of Quess received pursuant to transfer of Demerged Undertaking 2 shall stand cancelled and reduced without any

further act or deed. The said reduction shall be in accordance with the provisions of Section 230 of the Act and without having to follow the procedure under Section 66 of the Act and the NCLT Order(s) sanctioning the Scheme shall be deemed to be an order under the relevant provisions of the Act confirming such reduction of share capital of Qess.

- 44.4 Further, the balance in capital reserve account created in the books of Qess as per clause 33.3.3 shall be utilized (to the extent available) towards the cancellation of shares in Qess received pursuant to transfer of Demerged Undertaking 2 as per Clause 44.3 above. The difference, if any, shall be transferred to general reserve. The said utilization of capital reserve shall be in accordance with the provisions of Section 230 read with Section 66 of the Act without having to follow the procedure under Section 66 of the Act, as the said utilization of capital reserve does not involve payment to any shareholder and the NCLT Order(s) sanctioning the Scheme shall be deemed to be an order under the relevant provisions of the Act confirming such utilization of capital reserve in the books of Qess.

45. **CHANGE OF NAME OF TCIL AND SOTC TRAVEL**

- 45.1 Upon sanction of this Scheme, the name of TCIL shall automatically stand changed without any further act, instrument or deed on the part of TCIL to **"TC Travel Services Limited"** or any other name approved by Registrar of Companies and the memorandum of association and articles of association of TCIL shall, without any further act, instrument or deed, be and stand altered, modified and amended, and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Section 13, 14 and Section 16 of the Act or any other applicable provisions of the Act, would be required to be separately passed.
- 45.2 Upon sanction of this Scheme, the name of SOTC TRAVEL shall automatically stand changed without any further act, instrument or deed on the part of SOTC TRAVEL, to **"Travel Corporation (India) Limited"** or any other name approved by Registrar of Companies and the memorandum of association and articles of association of SOTC TRAVEL shall, without any further act, instrument or deed, be and stand altered, modified and amended, and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Section 13, 14 and Section 16 of the Companies Act, 2013 or any other applicable provisions of the Act, would be required to be separately passed.
- 45.3 Upon coming into effect of this scheme, SOTC TRAVEL shall be converted into a public company in compliance of Section 14 of the Act; and SOTC TRAVEL shall adopt a new set of articles of association as may be approved by its Board of Directors or shall adopt the articles of association as that of TCI and the consent of

the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Section 14 of the Act or any other applicable provisions of the Act, would be required to be separately passed.

46. MODIFICATIONS OR AMENDMENTS TO THE SCHEME

46.1 TCIL, TCI, TCTSL, TCF, SOTC TRAVEL and Quess by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize including any committee or sub-committee thereof, may, collectively, make and/or Consent to any modifications/ amendments to the Scheme or to any conditions or limitations that the NCLT or any other Governmental Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them. TCIL, TCI, TCTSL, TCF, SOTC TRAVEL and Quess by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize including any committee or sub-committee thereof, shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith. In case, post approval of the Scheme by the NCLT, there is any confusion in interpreting any clause of this Scheme, or otherwise, the Board of Directors of TCIL, TCI, TCTSL, TCF, SOTC TRAVEL and Quess shall jointly have complete power to take the most sensible interpretation so as to render the Scheme operational.

47. WITHDRAWAL OF THE SCHEME

47.1 TCIL, TCI, TCTSL, TCF, SOTC TRAVEL and Quess shall be at liberty to withdraw this Scheme at any time as may be mutually agreed by all of the Board of Directors of TCIL, TCI, TCTSL, TCF, SOTC TRAVEL and Quess prior to the Effective Date. In such a case, TCIL, TCI, TCTSL, TCF, SOTC TRAVEL and Quess shall respectively bear their own cost or as may be mutually agreed. It is hereby clarified that notwithstanding anything to the contrary contained in this Scheme, TCIL, TCI, TCTSL, TCF, SOTC TRAVEL or Quess shall not be entitled to withdraw the Scheme unilaterally without the prior written Consent of the other.

48. SCHEME CONDITIONAL ON APPROVALS/ SANCTIONS

48.1 The Scheme is and shall be conditional upon and subject to the following:

48.1.1 The requisite Consents, no-objections and approvals of the Stock Exchanges and SEBI to the Scheme in terms of the SEBI Circular and/or SEBI (Listing Obligations

and Disclosures Requirements) Regulations, 2015, on terms acceptable to TCIL, TCI, TCTSL, TCF, SOTC TRAVEL and Quess;

48.1.2 The Scheme being approved by respective requisite majorities in numbers and value of such classes of members and creditors of the companies as may be directed by the NCLT;

48.1.3 The Scheme being approved by the majority of shareholders including non-interested Promoter or Promoter group (members) of Quess (by way of e-voting) as required under the SEBI Circular;

48.1.4 TCIL having received an approval from the RBI for making investment in non-financial services activities overseas.

48.1.5 The Scheme being sanctioned by the NCLTs under Section 230 to 232 read with Section 52, 55 and 66 of the Act, on terms acceptable to TCIL, TCI, TCTSL, TCF, SOTC TRAVEL and Quess; and

48.1.6 Last of the certified copies of the NCLT Order(s) being filed with the Registrar of Companies by TCIL, TCI, TCTSL, TCF, SOTC TRAVEL and Quess respectively.

49. EFFECT OF NON-RECEIPT OF APPROVALS / SANCTIONS

49.1 The Scheme shall not come into effect unless the aforementioned conditions mentioned in Clause 48.1 above are satisfied and in such an event, unless each of the conditions are satisfied, no rights and liabilities whatsoever shall accrue to or be incurred inter se TCIL, TCI, TCTSL, TCF, SOTC TRAVEL and Quess or their respective shareholders or creditors or employees or any other Person.

50 SCHEME AS AN INTEGRAL WHOLE AND SEVERABILITY

50.1 The provisions contained in this Scheme are inextricably inter-linked with the other provisions and the Scheme constitutes an integral whole. The Scheme would be given effect to only if it is approved in its entirety unless specifically agreed otherwise by the respective Board of Directors of TCIL, TCI, TCTSL, TCF, SOTC TRAVEL and Quess.

51. MISCELLANEOUS

51.1 If any part and/ or provision of this Scheme hereof is invalid, ruled illegal by any court or tribunal of competent jurisdiction or unenforceable under present or future laws, then it is the intention of the parties to the Scheme that such provision shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such part and/ or provision shall cause this Scheme to become materially adverse to any party, in which case the parties to the Scheme

shall attempt to bring about a modification in the Scheme, as will best preserve for such parties the benefits and obligations of the Scheme, including but not limited to such part and/ or provision.

SCHEDULE 1

TERMS AND CONDITIONS OF NCOCPS

1.	Dividend	0.01% p.a.
2.	Face value	Rs. 10 each
3.	Terms of conversion	Convertible at the option of the issuer (SOTC TRAVEL)
4.	Conversion	One (1) NCOCPS of Rs. 10/- each will be converted into One (1) equity share of Rs. 10/- each
5.	Redemption	Preference shares outstanding at the end of 20 years shall be converted into equity shares as per the above conversion ratio
6.	Call Option	Issuer (SOTC TRAVEL) will have an option to convert the NCOCPS or redeem the NCOCPS at any time after the end of one (1) year from the date of allotment

SCHEDULE 2

The following objects clause shall be added to the matters which are necessary for furtherance of the objects specified in Clause III.(A)(4) of the memorandum of association of TCIL :

1. To carry on the business of handling inward foreign tourist activity in India including independent and conducted tours, safaris, expeditions, conferences, meetings and other group movements and also to handle similar foreign tourist activity in other parts of the world through its own offices and agents and correspondents.
2. To carry on the business of designing, developing, establishing, maintaining, buying, importing, exporting, selling, trading, providing, licensing, implementing, consulting and training in all kinds of software, hardware, systems, programs, products, applications and services, including handling of customer support services in relation to travel & tourism industry and travel related and allied services, by establishing business process outsource units, knowledge process outsource units, call centers, data centers and the like whether pertaining to own customers or clients customers from within India or outside, for requests received over telephone, fax, email, web, kiosk, post, video conferencing or any other mode and to set up research and development centers and train, educate in one or more of the above areas and to market the latest developments in national and international scenario and implement the same to economize and simplify the operations and to carry on the business of providing communication facilities either computer aided or telephone or any other mode in India or anywhere in world.
3. To carry on the business of booksellers, stationers, publishers and restaurant proprietors, and to carry on the business of booking seats at theatres, cinemas and other places of amusements.
4. To carry on the business of handling travel and tourist activity including organizing independent and conducted tours and safaris, expeditions, conferences, meetings and other group movements in India as well as other parts of the world through its own offices, agents and correspondents; to carry on business as tourist agents and contractors and to facilitate traveling, provide for tourist and travellers, conveniences of all kinds in the way of tickets of all types, hotel and lodging accommodation, guides and safe deposit facilities; to charter, book or reserve ships, trains, aeroplanes, omnibus, motorbus, motor lorries, motor cars, wagons, carts and carriages of every description and to book and to reserve accommodations and rooms in hotels, restaurants and boarding and/or

lodging houses and to take houses on hire, furnished or unfurnished; to own, hire, let, ply, run and maintain cars, buses, coaches, aeroplanes, conveyance and other transport services for tourist and passengers in India and abroad; to carry on the business of providing business process outsourcing services in India or abroad of any and every description, using the latest IT - enabled tools, including electronic document and account management services, back office services, e-commerce services, development of consumer oriented e-commerce, web-base information systems, client server application, network management, software development services, computer related consultancy services, support services and any other similar or related services and to provide customer, technical and other support and for the purpose to act as representative, consultant, know how provider, sponsor, franchiser or licensor necessary for tour, travel, entertainment and leisure business; to carry on the business of marketing of various financial products, providing back office support like data processing, payroll accounting, accounting and such other financial services; providing for services of human resource development including recruitment of manpower and training and development, in India or elsewhere and for all the aforesaid activities to engage and deploy manpower to the customers.

5. To act as money changers, brokers, dealers, agents, buyers and sellers of all foreign exchange in the form of currencies, travellers' cheques, bonds, notes, instruments, papers, documents, subject to the approval of the Reserve Bank of India and other competent authorities, wherever necessary; to take positions, hold and trade on the movements of foreign currencies on behalf of customers or otherwise, to hold, operate and transact in foreign currencies and/or exchange by maintaining foreign currency bank accounts or otherwise, and to issue or act as agents for travellers' cheques, credit cards, phone cards and all instruments in any currency, subject to all rules, regulations and approvals as may be necessary and to deal in documents related to import or export trade, payables or receivables or securities either within or outside India; to engage in the foreign exchange money changing business, money transfer services in foreign exchange, either in the form of foreign currency notes / coins or travellers' cheques or any other negotiable instruments to or from India or abroad; to deal in currency or exchange options, swaps, futures, in foreign or Indian currencies in direct or derivative forms in India or abroad on the Company's own behalf or on behalf of its clients; to manage, acquire, hold, exchange, dispose of monies, foreign exchange, investments, funds, pools relating to and/or emanating from India or elsewhere on its own behalf or on behalf of its clients, customers, dealers, brokers, agents, trusts, funds, Government or other bodies; to do the business of broking in exchange, currencies.

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

foreign exchange operations, arrange for suppliers/ buyers credit, advice on foreign exchange cover operation, such as swap deals, cross currency foreign contracts / options, advice and guidance on foreign currency accounts, arranging foreign equity participation by individuals, companies, from institutions, arrange for and provide commercial, economic and financial information reports to foreign and Indian Importers/ Exporters and to act as agent for the Money Transfer Business with International and Indian Agencies all over the world and to accept credit cards of all the agencies in credit card business and dispense the cash.

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

in function as purveyors, of vegetables, cigarettes, cusserts and other food products, tobacco, soft drinks, ice creams, juices, cosmetics, clothes provisions, spices and other allied goods.

SCHEDULE 3

DETAILS OF EMPLOYEE STOCK OPTIONS

Sr. No.	Name of the Scheme	Status as of March 31, 2018			
		Options approved by the Shareholders	Exercised	Lapsed / Cancelled/ Forfeited	Outstanding ESOPs
1.	Thomas Cook Employees Stock Option Plan 2007	1,08,00,000	43,83,548	54,33,907	9,82,545
2.	Thomas Cook Employees Stock Option Plan 2013	47,71,896	30,91,489	Nil	16,80,407
3.	Sterling Holiday Resorts (India) Limited Employee Stock Option Scheme 2012	4,30,326	1,87,056	1,27,050	1,16,220
4.	Thomas Cook Employees Stock Option Scheme 2018 – Execom	17,54,458	Nil	Nil	17,54,458
5.	Thomas Cook Employees Stock Option Scheme 2018 – Management	36,72,000	Nil	Nil	36,72,000
Total					82,05,630

Note: Outstanding ESOPs shall be adjusted for any equity shares allotted pursuant to exercise of options between March 31, 2018 and 5 Business Days before the Effective Date.



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF QUESS CORP LIMITED HELD ON APRIL 23, 2018.

TO APPROVE DRAFT COMPOSITE SCHEME OF ARRANGEMENT AND AMALGAMATION UNDER THE COMPANIES ACT, 2013, INTERALIA, FOR DEMERGER OF THE ENTIRE HUMAN RESOURCE SERVICES BUSINESS OF THOMAS COOK (INDIA) LIMITED INTO QUESS CORP LIMITED ON A GOING CONCERN BASIS AND OTHER TRANSACTIONAL DOCUMENTS.

***“RESOLVED THAT** pursuant to the provisions of Sections 230 to 232 read with Section 52, 55, 66 and other applicable provisions, if any, of the Companies Act, 2013 and shall include any statutory modifications, re-enactment or amendments thereof and subject to the requisite approval of the shareholders of Thomas Cook (India) Limited and subject to the requisite approvals and consents of the Stock Exchanges, Securities and Exchange Board of India (‘SEBI’), Reserve Bank of India and/ or any other regulatory body, as the case may be, and the sanction of the National Company Law Tribunal (‘NCLT’) or such other competent authority, as may be applicable, and pursuant to the recommendation of the Audit Committee, consent be and is hereby accorded to the Composite Scheme of Arrangement (‘the Scheme’) between Thomas Cook (India) Limited (TCIL), Quess Corp Limited (QCL), Travel Corporation (India) Limited (TCI), TC Forex Services Limited (TCF), TC Travel and Services Limited (TCTSL) and SOTC Travel Management Private Limited (SOTC TRAVEL) and their respective shareholders as tabled at the meeting which provides for, inter alia :*

- **Part D – Demerger of the Human Resource Services Business** relating to staffing / human resource services for conducting tours and other businesses, talent development and training, resource management, facilities management services, selection services, food services and engineering services which includes shares held in Quess (Demerged Undertaking 2) of Thomas Cook (India) Limited into Quess Corp Limited.

RESOLVED FURTHER THAT the Appointed Date of the Scheme shall be 1st April 2019.

RESOLVED FURTHER THAT ‘BSE Limited’ be and is hereby appointed as the Designated Stock Exchange (DSE) for the purpose of the Scheme.

RESOLVED FURTHER THAT the report from the Audit Committee dated 23 April 2018 recommending the draft Scheme, taking into consideration, inter alia, the Valuation Report and Fairness Opinion as placed before the Board, be and is hereby accepted and approved for submission to the stock exchanges and SEBI in terms of SEBI (Listing Obligation and Disclosure Requirements) Regulations, 2015 read with SEBI Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017 as amended till date (‘SEBI Circular’).

Quess Corp Limited

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RESOLVED FURTHER THAT the following documents are hereby taken on record -

1. Valuation Report dated 19 April 2018 issued by an independent firm of Chartered Accountants namely, Talati & Talati, Chartered Accountants, providing the share entitlement ratio, interalia, as under –

Part D - Demerger of Demerged Undertaking 2 (more specifically defined in the Scheme) of Thomas Cook (India) Limited into Quess Corp Limited

“for every 10,000 equity shares of face value Re. 1 (Rupee One Only) each held in Thomas Cook (India) Limited as on Record Date 2 (more specifically defined in the Scheme), the equity shareholders of Thomas Cook (India) Limited shall be issued 1,889 equity shares of face value Rs. 10 (Rupees Ten Only) each credited as fully paid-up in Quess Corp Limited”

2. Fairness opinion dated 20 April 2018 issued by RBSA Capital Advisors LLP, SEBI Registered (Category I) Merchant Banker on the share swap ratio;
3. Certificate of M/s. BSR & Co. LLP, Chartered Accountants, statutory auditors of the Company on accounting treatment as outlined in the Scheme.

RESOLVED FURTHER THAT the undertaking with regard to non-applicability of requirements prescribed in Para I(A)(9) of the SEBI Circular, duly certified by the Statutory Auditors of the Company, M/s. BSR & Co. LLP, Chartered Accountants, as placed before the Board, be and is hereby accepted and approved.

RESOLVED FURTHER THAT the Administration Committee comprising of Mr. Ajit Isaac, Chairman & Managing Director, Mr. Subrata Nag, Executive Director & Chief Executive Officer of the Company, be and is hereby severally authorized: to make and agree to such modifications or alterations or amendments to the draft Scheme which do not amount to a material change to the substance of the Scheme and which

- (a) may otherwise be considered necessary, desirable, expedient or appropriate including for the purpose of filing the Scheme before the Hon'ble NCLT; or
- (b) may be necessary to comply with any conditions or limitations the Hon'ble NCLT or any other statutory authority(ies) may deem fit to direct or impose; or
- (c) may finalise, approve and issue the Notice of the NCLT convened meeting of shareholders and creditors (if required) along with the applicable information pertaining to the unlisted entity/ies involved in the Scheme as required in the format specified for abridged prospectus as provided in Part D of Schedule VIII of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009 (as amended from time to time) (if required under the SEBI Circular) and the Explanatory Statement thereto as may be directed by the NCLT; or
- (d) may be necessary for solving all difficulties that may arise for carrying out in the Scheme; or

Quess Corp Limited

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Subrata Nag

- (e) may modify the scheme as may be necessary; or
- (f) may do all acts, deeds, matters and things necessary for putting the Scheme into effect.

RESOLVED FURTHER THAT Mr. Ajit Isaac, Chairman & Managing Director, Mr. Subrata Nag, Executive Director & Chief Executive Officer, or Mr. Sudershan Pallap, Company Secretary and Compliance Officer of the Company be and are hereby severally authorized to take all the necessary steps to:

- a) Do all such acts as may be required to be complied with under the National Company Law Tribunal Rules, 2016 and the Companies (Compromise, Arrangements and Amalgamations Rules, 2016, including but not limited to finalise and sending of Notice and Explanatory statement under Section 230 of the Companies Act, 2013 or applicable provisions under the Companies Act, 2013, advertisement, appointment of Scrutinizer's, etc.;
- b) Prepare and issue of notice and explanatory statements under relevant provisions of the Companies Act, 2013 for seeking approval from shareholders in connection thereto and do all necessary acts as may be required;
- c) Make such alterations and changes to the Scheme as may be expedient or necessary, particularly for satisfying the requirements or conditions imposed by the Central Government and/ or Stock Exchanges and/ or SEBI and/ or RBI and/ or the National Company Law Tribunal and/ or any other competent authority and/ or any such authority as may be required for approving the Scheme; or any other modification as they may deem fit;
- d) Evolve, decide upon or bring into effect the Scheme and make and give effect to any modifications, changes, variations, alterations or revision in the Scheme from time to time or to suspend, withdraw or revive the Scheme from time to time as may be specified by any statutory authority or as the Board of Directors may suo-moto decide in its absolute discretion and to do all such acts, deeds, matters and things whatsoever, including settling any questions, doubt or difficulty that may arise with regard to or in relation to the Scheme as it may in its absolute discretion consider necessary, expedient, fit and proper;
- e) File the Scheme and/or any other information / details with the concerned Stock Exchanges or any other body or regulatory authority or agency to obtain approval or sanction to any of the provisions of the Scheme or for giving effect thereto;
- f) Engage Counsels, Solicitors, Advocates, Consultants, Chartered Accountants and other professionals and to remunerate them and to sign and execute vakalatanama wherever necessary;
- g) Sign and file applications with the jurisdictional National Company Law Tribunal or such other appropriate authority and holding meeting of the shareholders / creditors of the Company as may be directed by the National Company Law Tribunal to give effect to the Scheme;
- h) Sign and file petitions for confirmation of the Scheme by the jurisdictional National Company Law Tribunal or such other appropriate authority;
- i) Declare and file all pleadings, reports, and sign and issue public advertisements and notices;

Quess Corp Limited

Quess House, 3/3/2, Bellandur Gate, Sarjapur Road, Bengaluru-560103, Karnataka, India
Tel: +91 80 6105 6001 | connect@quesscorp.com | CIN No.L74140KA2007PLC043900

www.quesscorp.com



Subrata Nag

- j) Obtain approval from such other authorities and parties including the shareholders, creditors, lenders, Registrar of Companies, Regional Director, Income Tax Authorities, Official Liquidator, Reserve Bank of India, other Government Authorities, and/or any other as may be considered necessary, to the said Scheme;
- k) Settle any question or difficulty that may arise with regard to the implementation of the above Scheme, and to give effect to the above resolution;
- l) Sign all applications, petitions, documents, relating to the Scheme or delegate such authority to another person by a valid power of attorney;
- m) Do all act and things as may be considered necessary and expedient in relation to change of name, combination of authorized share capital, amendment of the objects clause and capital clause in the memorandum of association and articles of association of Quess Corp Limited, or any other matter incidental to or connected to or covered as a part of the said Scheme;
- n) Do all acts and things as may be considered necessary and expedient in relation thereto;
- o) Represent the Company before the jurisdictional National Company Law Tribunal and other regulatory authorities including Central or State Government, Regional Director, Ministry of Corporate Affairs, Registrar of Companies, Official Liquidator, Income tax department, Reserve Bank of India and before all Courts of law or tribunals for the purpose of the proposed Scheme, signing and filing of all documents, deeds, applications, notices, petitions and letters, to finalize and execute all necessary applications/ documents / papers for and on behalf of the Company and to do all such acts, deeds, matters and things necessary and convenient for all or any of the purposes aforesaid.

RESOLVED FURTHER THAT a copy of the above resolution be furnished to the concerned authorities duly certified by Mr. Ajit Isaac, Chairman & Managing Director, Mr. Subrata Nag, Executive Director & Chief Executive Officer or Mr. Sudershan Pallap, Company Secretary and Compliance Officer of the Company."

"Certified true copy"

For Quess Corp Limited

Subrata Nag
Subrata Nag
Executive Director & CEO
DIN:02234000



Quess Corp Limited

Quess House, 3/3/2, Bellandur Gate, Sarjapur Road, Bengaluru-560103, Karnataka, India
Tel: +91 80 6105 6001 | connect@quesscorp.com | CIN No.L74140KA2007PLC043909

www.quesscorp.com

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE ADMINISTRATION & INVESTMENT COMMITTEE ("THE COMMITTEE") OF THE BOARD OF DIRECTORS OF QUSS CORP LIMITED ("THE COMPANY") AT THEIR MEETING HELD ON DECEMBER 19, 2018 AT QUSS HOUSE, 3/3/2, BELLANDUR GATE, SARJAPUR MAIN ROAD, BANGALORE- 560103.

AMENDMENT IN THE COMPOSITE SCHEME OF ARRANGEMENT AND AMALGAMATION

"RESOLVED THAT in accordance with Clause 46 of the Composite Scheme of Arrangement and Amalgamation ("Scheme") between Quess Corp Limited, Thomas Cook (India) Limited, Travel Corporation (India) Limited, TC Travel Services Limited (formerly known as TC Travel and Services Limited), TC Forex Services Limited (formerly known as Tata Capital Forex Limited) and SOTC Travel Management Private Limited (formerly known as SITA Travels and Tours Private Limited) and their respective shareholders which was originally approved by the Board of Directors at its meeting held on April 23, 2018 under Sections 230- 232 read with Sections 52, 55 and 66 and other relevant provisions of the Companies Act, 2013 read with rules framed thereunder (including any statutory modification(s) or re-enactments thereof for the time being in force), the provisions of the Memorandum and Articles of Association of the Company and subject to the requisite approval of the concerned authorities, the consent of the Committee be and is hereby accorded to modify / amend the said Scheme.

RESOLVED FURTHER THAT the following documents be and are hereby taken on record :

- a) The Scheme, as amended and as tabled;
- b) Valuation report dated October 12, 2018 ("Valuation Report") issued by Talati & Talati, independent Chartered Accountants providing the share entitlement ratio;
- c) Letter issued by Talati & Talati, independent Chartered Accountants dated December 19, 2018 confirming that the Valuation report dated October 12, 2018 holds good;
- d) Fairness opinion dated October 12, 2018 issued by RBSA Capital Advisors LLP, SEBI Registered (Category I) Merchant Banker on the share swap ratio;
- e) Letter issued by RBSA Capital Advisors LLP, SEBI Registered (Category I) Merchant Banker dated December 19, 2018 confirming that the Fairness opinion dated October 12, 2018 holds good; and
- f) Letter from M/s. Deloitte Haskins & Sells. LLP, Chartered Accountants, Statutory auditors of the Company, confirming that the proposed amendment in the Scheme supersedes the independent auditor's certificate dated April 23, 2018 issued by the previous statutory auditors of the Company.

Quess Corp Limited

Quess House, 3/3/2, Bellandur Gate, Sarjapur Road, Bengaluru-560103, Karnataka, India
Tel: +91 80 6105 6001 | connect@quesscorp.com | CIN No L74140KA2007PLC043909

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RESOLVED FURTHER THAT the revised report from the Audit Committee dated 19th December, 2018 recommending the amendments to the Scheme, taking into consideration, *inter-alia*, the proposed amendments to the Scheme the Valuation Report, Fairness Opinion and other documents, as placed before the Committee be and is hereby noted and approved for submission to the stock exchanges and SEBI in terms of SEBI (Listing Obligation and Disclosure Requirements) Regulations, 2015 read with SEBI Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017 as amended till date ("SEBI Circular").

RESOLVED FURTHER THAT Mr. Ajit Isaac, Chairman & Managing Director and Mr. Subrata Nag, Executive Director & CEO of the Company, be and are hereby severally authorized to take all the necessary steps to:

- a) Do all such acts as may be required to be complied with under the National Company Law Tribunal Rules, 2016 and the Companies (Compromise, Arrangements and Amalgamations Rules, 2016, including but not limited to finalize and sending of Notice and Explanatory statement under Section 230 of the Companies Act, 2013 or applicable provisions under the Companies Act, 2013, advertisement, appointment of Scrutinizer's, etc.;
- b) Prepare and issue notice and explanatory statements under relevant provisions of the Companies Act, 2013 for seeking approval from shareholders in connection thereto and do all necessary acts as may be required;
- c) Make such alterations and changes to the Scheme as may be expedient or necessary, particularly for satisfying the requirements or conditions imposed by the Central Government and/ or Stock Exchanges and/ or SEBI and/ or RBI and/ or the National Company Law Tribunal and/ or any other competent authority and/ or any such authority as may be required for approving the Scheme; or any other modification as they may deem fit;
- d) File the Scheme and/or any other information / details with the concerned Stock Exchanges or any other body or regulatory authority or agency to obtain approval or sanction to any of the provisions of the Scheme or for giving effect thereto;
- e) Engage Counsels, Solicitors, Advocates, Consultants, Chartered Accountants and other professionals and to remunerate them and to sign and execute vakalatnamas wherever necessary;
- f) Sign and file applications with the jurisdictional National Company Law Tribunal or such other appropriate authority and holding meeting of the shareholders / creditors of the Company as may be directed by the National Company Law Tribunal to give effect to the Scheme;
- g) Sign and file petitions for confirmation of the Scheme by the jurisdictional National Company Law Tribunal or such other appropriate authority;
- h) Declare and file all pleadings, reports, and sign and issue public advertisements and notices;

Quess Corp Limited

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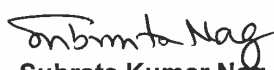


- i) Obtain approval from such other authorities and parties including the shareholders, creditors, lenders, Registrar of Companies, Regional Director, Income Tax Authorities, Official Liquidator, Reserve Bank of India, other Government Authorities, and/or any other as may be considered necessary, to the said Scheme;
- j) Settle any question or difficulty that may arise with regard to the implementation of the above Scheme, and to give effect to the above resolution;
- k) Sign all applications, petitions, documents, relating to the Scheme or delegate such authority to another person by a valid power of attorney;
- l) Do all act and things as may be considered necessary and expedient in relation to change of name, combination of authorized share capital, amendment of the objects clause and capital clause in the memorandum of association and articles of association of Quess Corp Limited, or any other matter incidental to or connected to or covered as a part of the said Scheme;
- m) Represent the Company before the jurisdictional National Company Law Tribunal and other regulatory authorities including Central or State Government, Regional Director, Ministry of Corporate Affairs, Registrar of Companies, Official Liquidator, Income tax department, Reserve Bank of India and before all Courts of law or tribunals for the purpose of the proposed Scheme, signing and filing of all documents, deeds, applications, notices, petitions and letters, to finalize and execute all necessary applications/ documents / papers for and on behalf of the Company and to do all such acts, deeds, matters and things necessary and convenient for all or any of the purposes aforesaid.

RESOLVED FURTHER THAT a copy of the above resolution be furnished to the concerned authorities including stock exchanges, duly certified by either Mr. Ajit Isaac, Chairman and Managing Director or Mr. Subrata Kumar Nag, Executive Director & CEO of the Company.”

“Certified True Copy”

For Quess Corp Limited


Subrata Kumar Nag
Executive Director & CEO
DIN: 02234000



Quess Corp Limited

Quess House, 3/3/2, Bellandur Gate, Sarjapur Road, Bengaluru-560103, Karnataka, India
Tel: +91 80 6105 6001 | connect@quesscorp.com | CIN No.L74140KA2007PLC043909

www.quesscorp.com



talati & talati
Chartered Accountants

To,
Board of Directors
Thomas Cook (India) Limited,
Thomas Cook Building,
Dr. D. N. Road, Fort,
Mumbai - 400001, Maharashtra.

Board of Directors
Travel Corporation (India) Limited,
324, Dr. D.N. Road, Fort,
Mumbai - 400001, Maharashtra.

Board of Directors
SOTC Travel Management Private Limited,
7th Floor, Tower A,
Urmi Estate 95, Lower Parel (West),
Mumbai - 400013, Maharashtra

Board of Directors
Ques Corp Limited
3/3/2, Bellandur Gate,
Sarjapur Main Road,
Bangalore - 560103, Karnataka

Sub: Addendum to Valuation Report Dated. April 19, 2018 Recommending Share Entitlement and Share Exchange Ratio pursuant to the Composite Scheme of Arrangement and Amalgamation ("Scheme")

Dear Sir / Madam,

We refer to the existing Valuation Report dated. April 19, 2018 ("Valuation Report") recommending share entitlement and share exchange ratio pursuant to the composite scheme of arrangement and amalgamation ("Scheme").

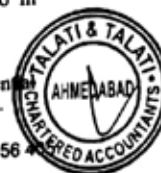
Based on letter received from Thomas Cook (India) Limited ("TCIL") and Ques Corp Limited ("QCL") dated. August 8, 2018, we understand that pursuant to Clause 38 of the Scheme, all ESOPs which were not granted under the various existing ESOP Scheme of TCIL were to lapse automatically. This included the 6,47,633 ungranted options comprised under the ESOP 2013 Scheme in Clause 38 which were also mentioned in the Schedule to the Scheme (which gives details of the ungranted options under the various ESOP Schemes of TCIL that were to lapse). However, in fact, these were to continue along with the New ESOP Schemes of 2018 and were never to get cancelled/lapsed.

The share exchange ratio for the Demerger of Human Resource Services Business ("Demerged Undertaking 2") of TCIL into QCL on a going concern basis shall stand amended taking into consideration the continuation of employee stock options (ESOP's) under the ESOP 2013 Scheme alongwith the New ESOP Schemes of 2018 of TCIL. The dilutive impact to the extent of 10,725,569 equity shares was considered on account of ESOP's in Valuation Report. The amended dilutive equity shares stand at 11,373,202 on account of continuation of employee stock options (ESOP's) under the ESOP 2013 Scheme alongwith the New ESOP Schemes of 2018 as determined by the management of TCIL post the issue of Valuation Report.

The amended share exchange ratio shall be as follows:

Demerger of Demerged Undertaking 2 into QCL on a going concern basis;
As per the proposed scheme, Demerged Undertaking 2 shall be transferred to and vested in QCL on a going concern basis.
As per the proposed Scheme, in consideration of the transfer and vesting of Demerged Undertaking 2, QCL to issue equity shares to shareholders of TCIL.
On the basis of foregoing and on consideration of all the relevant factors and circumstances (as discussed and outlined in valuation report dated. April 19, 2018), the share entitlement ratio in consideration of transfer and vesting of Demerged Undertaking 2 to be as follows:

Page 1 of 3
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AMBICA CHAMBERS, NEAR OLD HIGH COURT, NAVRANGPURA, AHMEDABAD 380 009.
TEL : 2754 4571 - 72, FAX : 2754 2233, 3008 4575 www.talatiandtlati.com
Also at : VADODARA (0265) 305 8025-26, 231 0499, SURAT (0261) 325 8526, ANAND (02692) 656 4000
MUMBAI : 9867353743 DELHI (011) 32553900 INDORE (073) 4257344



- **For Demerger of Demerged Undertaking 2 in QCL:**

1886 fully paid equity shares of INR 10 each of QCL to for every 10,000 fully paid equity shares of INR 1 each of TCIL to Shareholders of TCIL.
(Details as per Annexure A)

The addendum shall be in addition to and should be considered a part of Valuation Report dated. April 19, 2018. All other facts and figures except the change as provided by this Addendum mentioned in valuation report dated. April 19, 2018 shall continue to be in full force and effect. The Addendum along with the valuation report dated. April 19, 2018 shall constitute the valuation report for the purpose of the Scheme.

Place: Ahmedabad
Date: 12th October, 2018



For Talati & Talati
Chartered Accountants
(Firm Regn No: 110758W)

Anand Sharma
(Partner)
Mem No: 129033

Annexure A

Entitlement ratio for Demerger of Demerged Undertaking 2 into QCL as at valuation date:

No. of shares	Ques		TCIL	
	145,484,178		378,413,004	
Method	Value per share	Weights	Value per share	Weights
A) QCL - Pref Allotment Guidelines	1,088.7	100%		
B) Demerged Undertaking 2 - DCF and Pref Allotment Guidelines			205.3	100%
Weighted Average Price	1,088.7	100%	205.3	100%
Share Entitlement Ratio	10000		1886	

For every 10000 shares in TCIL 1886 shares shall be allotted as a consideration towards Demerged Undertaking 2

Valuation of Demerged Undertaking 2 as at valuation date

Income Approach		(INR in Millions)					
1. Free Cash Flow to Firm (FCFF):		Projection period					Terminal Value
Particulars		3M ended FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	
Revenue		13.3	79.6	87.5	96.3	105.9	109.1
EBIT		(0.1)	9.0	10.1	11.3	12.6	12.9
Less: Income Taxes	34.94%	-	3.1	3.5	3.9	4.4	4.5
EBIT less Tax		(0.1)	5.8	6.6	7.4	8.2	8.4
Add: Depreciation		0.3	1.4	1.3	1.3	1.2	-
Less: Capital Expenditure		(0.0)	(0.0)	(0.0)	(0.0)	(0.0)	-
Add / (less): Changes in Working Capital		0.0	(0.2)	0.0	0.0	0.0	0.0
Free Cashflows		0.3	7.0	7.9	8.6	9.4	8.5
Time to Midpoint		0.12	0.75	1.75	2.75	3.75	
Discount Rate	19.65%	0.98	0.87	0.73	0.61	0.51	
Discounted Cash Flow		0.3	6.1	5.8	5.3	4.8	50.8

(INR in Millions)	
Present value of FCFF of the projection period	22.3
Present value of perpetuity	25.9
Enterprise Value	48.2
Add: Cash & cash equivalents	0.5
Add: Fair value of investments in Ques Corp Limited	77,652.2
Equity Value	77,700.9

Valuation of shares of QCL as at valuation date

Pref Allotment Guidelines
As on 31 December 2017

2 weeks - Close				
Dates	Average	High	Low	Average
29-Dec-17	1151.5	1151.5	1087.5	1119.5
28-Dec-17	1131			
27-Dec-17	1088.7			
26-Dec-17	1087.5			
22-Dec-17	1079.2	1079.2	1036.8	1058.0
21-Dec-17	1074.9			
20-Dec-17	1064.6			
19-Dec-17	1051.1			
18-Dec-17	1036.8			
Average of weekly high and low of the VWAP over 2 weeks				1088.7



talati & talati
Chartered Accountants



talati & talati
Chartered Accountants

December 19, 2018

To,

The Board of Directors,
Thomas Cook (India) Limited
Thomas Cook building,
Dr. D. N. Road, Fort,
Mumbai – 400001

The Board of Directors,
Qess Corp Limited
Qess House,
3/3/2 Bellandur Gate, Sarjapur
Road, Bengaluru 560103,
Karnataka, India

The Board of Directors,
Travel Corporation (India) India
324, Dr. D.N.Road,
Fort, Mumbai – 400001.

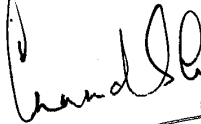

The Board of Directors,
SOTC Travel Management Private
Limited
7th Floor, Tower A,
Urmi Estate,
95 Ganpatrao Kadam Marg,
Lower Parel West, Mumbai 400013.

Sub: Addendum to Valuation Report dated October 12, 2018 recommending Share Entitlement and Share Exchange Ratio pursuant to the Composite Scheme of Arrangement and Amalgamation ("Scheme")

Dear Sir,

With respect to your email dated December 19, 2018 and further confirmation that the underlying Draft Composite scheme of arrangement and amalgamation under the provisions of Section 230-232 and other applicable provisions of the Companies Act, 2013 ("Scheme") remains the same and there are no material changes to the reference date and/or any other conditions therein, which merits a review, revisit and reworking of the underlying valuation, we hereby state that the Addendum to Valuation Report issued to you dated October 12, 2018 stands unchanged as at today.

For Talati & Talati
Chartered Accountants
(Firm Regn No: 110758W)

Anand Sharma
(Partner)
Mem No: 129033

AMBICA CHAMBERS, NEAR OLD HIGH COURT, NAVRANGPURA, AHMEDABAD 380 009.
TEL : 2754 4571 - 72, FAX : 2754 2233, 3008 4575 www.talatiandtlati.com
Also at : VADODARA (0265) 305 8025-26, 231 0499, SURAT (0261) 325 8526, ANAND (02692) 656 405
MUMBAI : 9867353743 DELHI (011) 32553900 INDORE (073) 4257344



RBSA Capital Advisors LLP

SEBI Registered Category 1 Merchant Banker
Registration Code: INM000011724

Report Ref No: RCA1819AREP04001

October 12, 2018

To,

**The Board of Directors,
Thomas Cook (India) Limited**
Thomas Cook building,
Dr. D. N. Road, Fort,
Mumbai – 400001

**The Board of Directors,
Quess Corp Limited**
Quess House,
3/3/2 Bellandur Gate, Sarjapur
Road, Bengaluru 560103,
Karnataka, India

**The Board of Directors,
Travel Corporation (India) India**
324, Dr. D.N.Road,
Fort, Mumbai – 400001.

**The Board of Directors,
SOTC Travel Management Private
Limited**
7th Floor, Tower A,
Urmi Estate,
95 Ganpatrao Kadam Marg,
Lower Parel West, Mumbai 400013.

Sub: Addendum to Fairness Opinion on the following

1. Transfer of Demerged Undertaking 1 (as defined herein) as a going concern into SOTC Travel Management Private Limited (SOTC Travel) - Hereinafter be referred to as **Part A** of the composite scheme of arrangement and amalgamation
2. Amalgamation of residual TCI, TC Travel Services Limited (TCTSL) and TC Forex Services Limited (TCF) into Thomas Cook (India) Limited (TCIL) and consequent dissolution of TCI, TCTSL and TCF without winding up; and
3. Transfer of Demerged Undertaking 2 (as defined herein) as a going concern into Quess Corp Limited (QCL) - Hereinafter be referred to as **Part B** of the composite scheme of arrangement and amalgamation

Dear Sirs,

We refer to our Existing Fairness Opinion dated April 20, 2018 (Report Ref No: RCA1819AREP04001) wherein fairness opinion was provided on the valuation report of Talati & Talati Chartered Accountants (the Valuer) dated April 19, 2018, in relation to arrangement as described above.

As per Part B of Composite scheme of arrangement and amalgamation under the provisions of Section 230-232 and other applicable provisions of the Companies Act, 2013 ("Scheme"), the Board of Directors of QCL and TCIL propose Demerger of Human Resource Services Business ("Demerged Undertaking 2") of TCIL into QCL.

Page 1 of 2

Head Office: 912, Venus Atlantis Corporate Park, Anandnagar Main Road, Prahaladnagar, Ahmedabad – 380015 Tel: +91 79 4050 6000
Corporate Office: 21-23, T.V. Industrial Estate, 248-A, S.K. Ahire Marg, Off. Dr. A.B. Road, Worli, Mumbai – 400030 Tel: +91 22 6130 6000



RBSA Capital Advisors LLP

Based on letter received from TCIL dated. August 08, 2018 and QCL dated. August 09, 2018, we understand that pursuant to Clause 38 of the Scheme, all ESOPs which were not granted under the various existing ESOP Scheme of TCIL were to lapse automatically. This included the 6,47,633 ungranted options comprised under the ESOP 2013 Scheme in Clause 38 which were also mentioned in the Schedule to the Scheme (which gives details of the ungranted options under the various ESOP Schemes of TCIL that were to lapse). However, in fact, these were to continue along with the New ESOP Schemes of 2018 and were never to get cancelled/lapsed.

The scope of this Addendum to comment on the fairness of the Valuer's Addendum Dated. October 12, 2018. The Valuer's Addendum Dated. October 12, 2018 states the amended share exchange ratio for the Demerger of Demerged Undertaking 2 of TCIL into QCL on a going concern basis, taking into consideration the continuation of employee stock options (ESOP's) under the ESOP 2013 Scheme along with the New ESOP Schemes of 2018 of TCIL. The dilutive impact to the extent of 10,725,569 equity shares was considered on account of ESOP's in Valuation Report. The amended dilutive equity shares stand at 11,373,202 on account of continuation of employee stock options (ESOP's) under the ESOP 2013 Scheme along with the New ESOP Schemes of 2018 as determined by the management of TCIL post the issue of Valuation Report.

Valuers Recommendation as per Addendum to Valuation Report Dated. October 12, 2018

As stated in the Addendum to Valuation Report Dated. October 12, 2018, the Valuer has recommended the following share exchange ratio:

PART B:

1,886 Fully paid equity shares of INR 10 each of QCL for every 10,000 fully paid equity shares of INR 1 each of TCIL to Shareholders of TCIL.

Our Comment on the Valuer's Report

In the circumstance, having regards to the relevant factors and on the basis of information and explanations provided to us, in our view, the proposed share entitlement ratio as recommended by the Valuers, which forms the basis for the proposed Scheme, is fair in our opinion.

The addendum shall be in addition to and should be considered a part of Fairness Opinion dated. April 20, 2018. All other facts and figures except the change as provided by this Addendum mentioned in Fairness Opinion dated. April 20, 2018 shall continue to be in full force and effect. The Addendum along with the Fairness Opinion dated. April 20, 2018 shall constitute the Fairness Opinion for the purpose of the Scheme.

Yours Truly,

For **RBSA Capital Advisors LLP**

SEBI Registered Category I Merchant Banker

Registration Code: INM00091724

Rajeev Shah
Managing Director





RBSA Capital Advisors LLP

*SEBI Registered Category I Merchant Banker
Registration Code: INM000011724*

December 19, 2018

To,

**The Board of Directors,
Thomas Cook (India) Limited**
Thomas Cook building,
Dr. D. N. Road, Fort,
Mumbai – 400001

**The Board of Directors,
Qess Corp Limited**
Qess House,
3/3/2 Bellandur Gate, Sarjapur
Road, Bengaluru 560103,
Karnataka, India

**The Board of Directors,
Travel Corporation (India) India**
324, Dr. D.N.Road,
Fort, Mumbai – 400001.

**The Board of Directors,
SOTC Travel Management Private
Limited**
7th Floor, Tower A,
Urmi Estate,
95 Ganpatrao Kadam Marg,
Lower Parel West, Mumbai 400013.

Sub: Addendum to Fairness Opinion dated October 12, 2018

Dear Sir,

With respect to your email dated December 19, 2018 and further confirmation that the underlying Draft Composite scheme of arrangement and amalgamation under the provisions of Section 230-232 and other applicable provisions of the Companies Act, 2013 ("Scheme") remains the same and there are no material changes to the reference date and/or any other conditions therein, which merits a review, revisit and reworking of the underlying valuation and consequently the fairness opinion as on today, we hereby state that the Addendum to the Fairness Opinion issued to you dated October 12, 2018 vide Report Ref No: RCA1819AREP04001 stands unchanged as at today.

Yours Truly,
For **RBSA Capital Advisors LLP**
SEBI Registered Category I Merchant Banker
Registration Code: INM000011724

Rajeev Shah
Managing Director



BSE - PUBLIC



DCS/AMAL/SV/R37/1480/2019-20

The Company Secretary,
Quess Corp Limited.
 3/3/2, Sarjapur Main Road,
 Bellandur Gate, Bengaluru, Karnataka, 560103

Sir,

Sub: Observation letter regarding the Composite Scheme of Arrangement and Amalgamation between Thomas Cook (India) Limited (TCIL), Quess Corp Limited (QCL), Travel Corporation (India) Limited (TCI), TC Forex Services Limited (Formerly known as Tata Capital Forex Limited) (TCF), TC Travel and Services Limited (TCTSL) and SOTC Travel Management Private Limited (formerly known as SITA Travels and Tours Private Limited) (SOTC TRAVEL)

We are in receipt of Composite Scheme of Arrangement and Amalgamation between Thomas Cook (India) Limited (TCIL), Quess Corp Limited (QCL), Travel Corporation (India) Limited (TCI), TC Forex Services Limited (Formerly known as Tata Capital Forex Limited) (TCF), TC Travel and Services Limited (TCTSL) and SOTC Travel Management Private Limited (formerly known as SITA Travels and Tours Private Limited) (SOTC TRAVEL) filed as required under SEBI Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017; SEBI vide its letter dated May 21, 2019 has inter alia given the following comment(s) on the draft scheme of arrangement:

- “Company shall ensure that the scheme shall be implemented only if majority votes of public shareholders are in favour of the scheme on seeking approval of the public shareholders through postal ballot and e-voting.”
- “Company shall ensure that additional information, if any, submitted by the Company, after filing the scheme with the Stock Exchange, and from the date of receipt of this letter is displayed on the websites of the listed company and the stock exchanges.”
- “Company shall duly comply with various provisions of the Circulars.”
- “Company is advised that the observations of SEBI/Stock Exchanges shall be incorporated in the petition to be filed before National Company Law Tribunal (NCLT) and the company is obliged to bring the observations to the notice of NCLT.”
- “It is to be noted that the petitions are filed by the company before NCLT after processing and communication of comments/observations on draft scheme by SEBI/stock exchange. Hence, the company is not required to send notice for representation as mandated under section 230(5) of Companies Act, 2013 to SEBI again for its comments / observations / representations.”

Accordingly, based on aforesaid comment offered by SEBI, the company is hereby advised:

- To provide additional information, if any, (as stated above) along with various documents to the Exchange for further dissemination on Exchange website.
- To ensure that additional information, if any, (as stated aforesaid) along with various documents are disseminated on their (company) website.
- To duly comply with various provisions of the circulars.

In light of the above, we hereby advise that we have no adverse observations with limited reference to those matters having a bearing on listing/de-listing/continuous listing requirements within the provisions of Listing Agreement, so as to enable the company to file the scheme with Hon'ble NCLT.

Further, where applicable in the explanatory statement of the notice to be sent by the company to the shareholders, while seeking approval of the scheme, it shall disclose information about unlisted companies involved in the format prescribed for abridged prospectus as specified in the circular dated March 10, 2017.



BSE Limited (Formerly Bombay Stock Exchange Ltd.)
 Registered Office : Floor 25, P J Towers, Dalal Street, Mumbai 400 001 India
 T: +91 22 2272 1234/33 | E: corp.comm@bseindia.com | www.bseindia.com
 Corporate Identity Number : L67120MH2005PLC155188

BSE - PUBLIC



Kindly note that as required under Regulation 37(3) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the validity of this Observation Letter shall be six months from the date of this Letter, within which the scheme shall be submitted to the NCLT.

The Exchange reserves its right to withdraw its 'No adverse observation' at any stage if the information submitted to the Exchange is found to be incomplete / incorrect / misleading / false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Agreement, Guidelines/Regulations issued by statutory authorities.

Please note that the aforesaid observations does not preclude the Company from complying with any other requirements.

Yours faithfully,



Nitinkumar Pujari
Senior Manager



National Stock Exchange Of India Limited

Ref: NSE/LIST/16868

May 22, 2019

The Executive Director and CEO
Quess Corp Limited
3/3/2, Bellandur Gate,
Sarjapur Main Road,
Bengaluru – 560 103.

Kind Attn.: Mr. Subrata Kumar Nag

Dear Sir,

Sub: Observation Letter for Composite Scheme of Arrangement and Amalgamation amongst Thomas Cook (India) Limited and Travel Corporation (India) Limited and TC Travel Services Limited and TC Forex Services Limited and SOTC Travel Management Private Limited and Quess Corp Limited and their respective shareholders

We are in receipt of Composite Scheme of Arrangement and Amalgamation amongst Thomas Cook (India) Limited and Travel Corporation (India) Limited and TC Travel Services Limited and TC Forex Services Limited and SOTC Travel Management Private Limited and Quess Corp Limited and their respective shareholders.

Based on our letter reference no Ref: NSE/LIST/0233 submitted to SEBI and pursuant to SEBI Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017 ('Circular'), SEBI vide letter dated May 21, 2019, has given following comments:

- a. *The Company shall ensure that the scheme shall be implemented only if majority votes of public shareholders are in favour of the scheme on seeking approval of the public shareholders through postal ballot & E-voting.*
- b. *The Company shall ensure that additional information, if any, submitted by the Company, after filing the Scheme with the Stock Exchange, and from the date of the receipt of this letter is displayed on the website of the listed company.*
- c. *The Company shall duly comply with various provisions of the Circular.*
- d. *The Company is advised that the observations of SEBI/Stock Exchanges shall be incorporated in the petition to be filed before National Company Law Tribunal (NCLT) and the company is obliged to bring the observations to the notice of NCLT.*
- e. *It is to be noted that the petitions are filed by the company before NCLT after processing and communication of comments/observations on draft scheme by SEBI/ stock exchange. Hence, the company is not required to send notice for representation as mandated under section 230(5) of Companies Act, 2013 to SEBI again for its comments/observations/representations.*

It is to be noted that the petitions are filed by the company before NCLT after processing and communication of comments/observations on draft scheme by SEBI/ stock exchange. Hence, the company is not required to send notice for representation as mandated under section 230(5) of Companies Act, 2013 to National Stock Exchange of India Limited again for its comments/observations/representations.

Further, where applicable in the explanatory statement of the notice to be sent by the company to the shareholders, while seeking approval of the Scheme, it shall disclose information about unlisted companies involved in the format prescribed for abridged prospectus as specified in the circular dated March 10, 2017.

Based on the draft scheme and other documents submitted by the Company, including undertaking given in terms of Regulation 11 of SEBI (LODR) Regulations, 2015, we hereby convey our “No-objection” in terms of Regulation 94 of SEBI (LODR) Regulations, 2015, so as to enable the Company to file the draft scheme with NCLT.

However, the Exchange reserves its rights to raise objections at any stage if the information submitted to the Exchange is found to be incomplete/ incorrect/ misleading/ false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Regulations, Guidelines / Regulations issued by statutory authorities.

The validity of this “Observation Letter” shall be six months from May 22, 2019, within which the scheme shall be submitted to NCLT.

Yours faithfully,
For National Stock Exchange of India Limited

Rajendra Bhosale
Manager

P.S. Checklist for all the Further Issues is available on website of the exchange at the following URL
http://www.nseindia.com/corporates/content/further_issues.html

This Document is Digitally Signed



February 13, 2019

To
Listing Department
The BSE Limited,
Floor 25, PJ Tower, Dalal Street,
Mumbai – 400001
BSE Scrip Code: 539978

Dear Sir/ Madam,

Ref: Complaint Report as per Annexure III of SEBI Circular no. CFD/DIL3/CIR/2017/21 dated March 10, 2017 for the period from June 4, 2018 to February 12, 2019

Sub: Composite Scheme of Arrangement ('the Amended Scheme') between Thomas Cook (India) Limited (TCIL), Quess Corp Limited (QCL), Travel Corporation (India) Limited (TCI), TC Forex Services Limited (formerly known as Tata Capital Forex Limited) (TCF), TC Travel Services Limited (formerly known as TC Travel and Services Limited) (TCTSL) and SOTC Travel Management Private Limited (SOTC TRAVEL) and their respective shareholders ('the Amended Scheme')

Part-A

Sl.No.	Particulars	Number
1.	Number of complaints received directly	0
2.	Number of complaints forwarded by Stock Exchange	0
3.	Total number of complaints/ comments received (1+2)	0
4.	Number of complaints resolved	0
5.	Number of complaints pending	0

Part-B

Sl.No.	Name of the Complainant	Date of Complaint	Status (Resolved/ Pending)
1.	Not Applicable	-	-
2.	Not Applicable	-	-
3.	Not Applicable	-	-

For Quess Corp Limited

Manoj Jain
Chief Financial Officer



Quess Corp Limited

Quess House, 3/3/2, Bellandur Gate, Sarjapur Road, Bengaluru-560103, Karnataka, India
Tel: +91 80 6105 6001 | connect@quesscorp.com | CIN No L74140KA2007PLC043909

www.quesscorp.com

April 12, 2019

To
Manager- Listing Compliance,
National Stock Exchange of India Limited
'Exchange Plaza', C-1, Block G,
Bandra Kurla Complex, Bandra (E)
Mumbai- 400051

Dear Sir/ Madam,

Ref: Complaint Report as for the period from March 14, 2019 to April 05, 2019

Sub: Composite Scheme of Arrangement ('the Amended Scheme') between Thomas Cook (India) Limited (TCIL), Quess Corp Limited (QCL), Travel Corporation (India) Limited (TCI), TC Forex Services Limited (formerly known as Tata Capital Forex Limited) (TCF), TC Travel Services Limited (formerly known as TC Travel and Services Limited) (TCTSL) and SOTC Travel Management Private Limited (SOTC TRAVEL) and their respective shareholders ('the Amended Scheme')

We wish to inform you that the due date for filing the Complaint report for QCL has been delayed due to inadvertent error.

We request you to kindly take our submission on record.

Thanking You
For Quess Corp Limited

**Subrata
Kumar Nag**

Subrata Kumar Nag
Executive Director & CEO
DIN:02234000

Digitally signed by Subrata Kumar Nag
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serialNumber=e73136bd0a5855690aaa9e74831
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Quess Corp Limited

Quess House, 3/3/2, Bellandur Gate, Sarjapur Road, Bengaluru-560103, Karnataka, India
Tel: +9180 6105 6001 | connect@quesscorp.com | CIN No.L74140KA2007PLC043909

www.quesscorp.com

April 12, 2019

To
Manager- Listing Compliance,
National Stock Exchange of India Limited
'Exchange Plaza', C-1 , Block G,
Bandra Kurla Complex, Bandra (E)
Mumbai- 400051

Dear Sir/ Madam,

Ref: Complaint Report as for the period from March 14, 2019 to April 05, 2019

Sub: Composite Scheme of Arrangement ('the Amended Scheme') between Thomas Cook (India) Limited (TCIL), Quess Corp Limited (QCL), Travel Corporation (India) Limited (TCI), TC Forex Services Limited (formerly known as Tata Capital Forex Limited) (TCF), TC Travel Services Limited (formerly known as TC Travel and Services Limited) (TCTSL) and SOTC Travel Management Private Limited (SOTC TRAVEL) and their respective shareholders ('the Amended Scheme')

Report on Complaints
Period of Compliant Report: March 14, 2019 to April 5, 2019

Part-A

Sl. No.	Particulars	Number
1.	Number of complaints received directly	0
2.	Number of complaints forwarded by Stock Exchange	0
3.	Total number of complaints/ comments received (1+2)	0
4.	Number of complaints resolved	0
5.	Number of complaints pending	0

Part-B

Sl. No.	Name of the Complainant	Date of Complaint	Status (Resolved/ Pending)
1.	Not Applicable	-	-
2.	Not Applicable	-	-
3.	Not Applicable	-	-

For Quess Corp Limited

Subrata

Kumar Nag

Subrata Kumar Nag
Executive Director & CEO
DIN:02234000

Digitally signed by Subrata Kumar Nag
DN: cn=IN, o=Personal, postalCode=560047,
st=KARNATAKA,
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cn=Subrata Kumar Nag
Date: 2019.04.12 17:40:32 +05'30'

Quess Corp Limited

Quess House, 3/3/2, Bellandur Gate, Sarjapur Road, Bengaluru-560103, Karnataka, India
Tel: +9180 6105 6001 | connect@quesscorp.com | CIN No.L74140KA2007PLC043909

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REPORT OF THE Scheme of Arrangement and Amalgamation amongst Thomas Cook (India) Limited and Travel Corporation (India) Limited and TC Travel Services Limited and TC Forex Services Limited and SOTC Travel Management Private Limited and Quess Corp Limited.

Objects of the scheme:

1. TCIL is engaged in the following broad segments either directly and/ or indirectly through its subsidiaries, joint ventures and associates - financial services, travel and related services, vacation ownership and resorts business and human resource services.
2. TCI is a wholly owned subsidiary of TCIL and is engaged in the business of handling inward foreign tourist activity in India including independent and conducted tours, safaris, expeditions, conferences, meetings and other group movements and also to handle similar foreign tourist activity in other parts of the world through its own offices and agents and correspondents.
3. TCF is a wholly owned subsidiary of TCIL and is engaged in the business of providing complete range of travel related foreign exchange products. The wide range of products provided by TCF includes currency notes, travel cards and traveller's cheques etc. TCF is registered with the RBI as full-fledged money changer and deals in buying, selling and conversion of all types of foreign currencies.
4. TCTSL is a wholly owned subsidiary of TCIL and is engaged in the travel and ticketing business. TCTSL offers a wide range of services including airline ticketing, booking hotel accommodation, visa and passport facilitation, travel insurance etc.
5. SOTC TRAVEL is a wholly owned subsidiary of TCIL and is engaged in the business of travel agents and tour operators and allied services.
6. Quess is India's leading integrated business services provider and is engaged in providing services in the fields of: (i) industrial asset management, (ii) integrated facility management, (iii) human resource services, (iv) global technology solutions, and (v) internet business. Quess excels in helping large and emerging companies manage their non-core activities by leveraging its integrated service offerings across industries and geographies which provides significant operational efficiencies to its client.
7. TCIL is streamlining its business and proposes to demerge its Human Resource Services Business (more particularly defined hereinafter) and consolidate its travel related businesses carried on by its wholly owned subsidiaries viz. Transferor Companies. As part of this arrangement, the Inbound Business (more particularly defined hereinafter) of TCI will be demerged into SOTC TRAVEL and thereafter, the residual business of TCI will be merged along with the other wholly owned subsidiaries viz. TCTSL and TCF with TCIL. This arrangement is in consonance with the global corporate practices which intend and seek to achieve flexibility and integration of size, scale and financial strength, in the business carried on by TCIL. Further, TCIL will demerge Demerged Undertaking 2 which is the Human Resource Services Business into Quess. Upon segregation of identified business undertakings and amalgamation, TCIL, SOTC TRAVEL and Quess shall achieve higher long-term financial returns, increased competitive strength, cost reduction and efficiencies, productivity gains, and logistical advantages, thereby significantly contributing to future growth in their respective business verticals. Apart from the various benefits/advantages stated and illustrated above, the management of TCIL, SOTC TRAVEL, Quess and Transferor Companies are of the opinion that the following benefits shall also be enjoyed and realized by all the stakeholders:
 - i) **Streamlining businesses:** Currently, TCIL along with its subsidiaries, joint ventures and associate companies is engaged in various businesses such as financial services, travel and related services, vacation ownership and resorts business and human resource services. SOTC TRAVEL is engaged in business of tours & travels, travel agents, tour operators etc. Further, Transferor Companies are engaged in business of forex, tours etc. Quess is India's leading integrated business services provider and is engaged in providing services in the field of: (i) industrial asset management, (ii) integrated facility management, (iii) human resource services, (iv) global technology solutions, and (v) internet business. In order to streamline the business both from operating and management perspective, it is proposed to consolidate alike businesses

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

- ii) **Resources:** The Scheme will improve organizational capability arising from the pooling of human capital that have diverse skills, talent, and vast experience, and facilitate mobility of human resources of Transferor Companies and the employees in the subsidiaries belonging to the Transferor Companies and vice versa, greater integration and greater employees' strength and flexibility for the amalgamated entity, which would result in maximizing overall shareholder value and will improve the competitive position of all the companies.
 - iii) **Streamlining the holding in various operating companies of the group:** The **Scheme** will result in administrative and operational rationalization, organizational efficiencies, and in economies of scale, reduction in overheads and other expenses and optimum utilization of resources, which will go a long way in strengthening the business model that would be competitive and cogent.
 - iv) **Focused management:** Pursuant to the Scheme, similar businesses will vest **together** thereby providing focused management and propel the growth of each business.
 - v) **Efficiency in fund raising and de-risking businesses:** With consolidation of like businesses, the companies can leverage on the combined strength of the businesses and raise funds efficiently as well as de-risk other businesses that are segregated.
 - vi) **Reduction in number of companies and regulatory compliance thereof:** TCI, **TCF** and TCTSL are wholly owned subsidiaries of TCIL. This will lead to a reduction of shareholding layers, overheads and facilitate administrative convenience.
8. The proposed corporate restructuring mechanism by way of a composite scheme of arrangement and amalgamation under the provisions of the Act is beneficial, advantageous and not prejudicial to the interests of the shareholders, creditors and other stakeholders of all the companies involved.
9. This Scheme also provides for various other matters consequential or otherwise integrally connected herewith.
10. The Scheme will not in any manner be prejudicial to the interests of the concerned shareholders and creditors or general public at large.

EFFECTS OF THE SCHEME:

- 1. "Appointed Date" means April 1, 2019 .
- 2. "Effective Date" means the Appointed Date or the date, on which the last of conditions referred to in Clause 48 hereof have been fulfilled, whichever is later.

Clause 48 of the Scheme:

The Scheme is and shall be conditional upon and subject to the following:

- a) The requisite Consents, no-objections and approvals of the Stock Exchanges and SEBI to the Scheme in terms of the SEBI Circular and/or SEBI (Listing Obligations and Disclosures Requirements) Regulations, 2015, on terms acceptable to TCIL, TCI, TCTSL, TCF, SOTC TRAVEL and Quess;
- b) The Scheme being approved by respective requisite majorities in numbers and value of such classes of members and creditors of the companies as may be directed by the NCLT;
- c) The Scheme being approved by the majority of shareholders including non-interested Promoter or Promoter group (members) of Quess (by way of e-voting) as required under the SEBI Circular;

- d) TCIL having received an approval from the RBI for making investment in non-financial services activities overseas.
 - e) The Scheme being sanctioned by the NCLTs under Section 230 to 232 read with Section 52, 55 and 66 of the Act, on terms acceptable to TCIL, TCI, TCTSL, TCF, SOTC TRAVEL and Quess; and
 - f) Last of the certified copies of the NCLT Order(s) being filed with the Registrar of Companies by TCIL, TCI, TCTSL, TCF, SOTC TRAVEL and Quess respectively.
3. "Applicant Company" means Quess Corp Limited a company incorporated under the Companies Act, 1956 (L74140KA2007PLC043909), and having its registered office at 3/3/2, Bellandur Gate, Sarjapur Main Road, Bangalore Bengaluru-560 103
 4. The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the Tribunal or any other appropriate authority shall be operative from the Appointed Date but shall be effective from the Effective Date.
 5. All assets of TCIL in relation to the Demerged Undertaking 2 that are movable in nature and/or otherwise capable of transfer by physical or constructive delivery, novation and/or endorsement and delivery or by operation of law, shall be vested in Quess. Upon this Scheme becoming effective, the title of such property shall be deemed to have been mutated and recognised as that of Quess, absolutely and forever.
 6. All the assets, rights, title, interests and investments of TCIL in relation to the Demerged Undertaking 2 shall also without any further act, instrument or deed stand transferred to and vested in and be deemed to have been transferred to and vested in Quess upon the coming into effect of this Scheme. Any assets acquired by TCIL after the Appointed Date but prior to the Effective Date pertaining to the Demerged Undertaking 2 shall upon the coming into effect of this Scheme also without any further act, instrument or deed stand transferred to and vested in or be deemed to have been transferred to or vested in Quess upon the coming into effect of this Scheme.
 7. Outstanding loans and advances, if any, all kind of banking accounts including but not limited to current and saving accounts, term deposits, recoverable in cash or in kind or for value to be received, deposits, if any, with Governmental Authorities and other authorities and bodies, shall, without any further act, instrument or deed, be and stand transferred to and vested in Quess and/or be deemed to be transferred to and vested in Quess from the Appointed Date upon effectiveness of the Scheme. Quess shall upon sanction of the Scheme be entitled to the delivery and possession of all documents of title of such movable property in this regard.
 8. All Governmental Approvals and other Consents, quotas, rights, authorizations, entitlements, including those relating to tenancies, privileges, powers and facilities of every kind and description of whatsoever nature, to which TCIL in relation to the Demerged Undertaking 2 is a party or to the benefit of which TCIL in relation to the Demerged Undertaking 2 may be entitled to use or which may be required to carry on the operations of TCIL in relation to the Demerged Undertaking 2, and which are subsisting or in effect immediately prior to the Effective Date, shall be, and remain, in full force and effect in favour of or against Quess and may be enforced as fully and effectually as if, instead of TCIL, Quess had been a party, a beneficiary or an obligee thereto and shall be appropriately mutated by the relevant Governmental Authorities in favour of Quess. In so far as the various incentives, service tax benefits, subsidies (including applications for subsidies), rehabilitation schemes, grants, special status, rights, and other benefits or privileges enjoyed, granted by any Governmental Authority or by any other Person, or availed of by TCIL in relation to the Demerged Undertaking 2 are concerned, if any, the same shall, without any further act or deed, vest with and be available to Quess on the same terms and conditions as are available to TCIL in relation to the Demerged Undertaking 2.
 9. All registrations, licenses, trademarks, copyrights, domain names, applications for copyrights, trade-names and trademarks, etc. pertaining to TCIL in relation to the Demerged Undertaking 2, if any, shall stand vested in Quess without any further act, instrument or deed, upon the sanction of the Scheme and upon this Scheme becoming effective. With effect from, the Appointed Date all statutory licenses, permissions, approvals or consents to carry on the operations relating to the Demerged undertaking 2 (as defined under clause 1.9 of the Scheme) shall stand vested in or transferred to the Applicant Company without any further act or deed.

10. With effect from, the Appointed Date all debts, liabilities, duties and obligations of the demerged undertaking 2 as on the Appointed Date whether provided for or not in the books of account of the Demerged Undertaking 2 (as defined under clause 1.9 of the Scheme) shall be the debts, liabilities, duties and obligations of the Applicant Company including any encumbrance on the assets of the Applicant Company or on any income earned from those assets.

11. Consideration (Clause 32 of the Scheme)

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

1886 equity shares of Quess of INR 10/- each fully paid up for every 10,000 equity shares held in TCIL of INR 1/- each fully paid up.

12. In the event of any increase in the issued, subscribed or paid up share capital of Quess and/or TCIL or issuance of any instruments convertible into equity shares or restructuring of its equity share capital including by way of share split/ consolidation/ issue of bonus shares or other similar action in relation to the share capital of Quess and/or TCIL at any time before the Record Date 2, the Share Entitlement Ratio (defined above) shall be adjusted appropriately and the same shall be approved by the Boards of both Quess and TCIL.

13. It is clarified that presently, TCIL holds 71,323,496 (Seven Crores Thirteen Lakhs Twenty Three Thousand Four Hundred and Ninety Six) shares in Quess, out of which 18,015,604 (One Crore Eighty Lakhs Fifteen Thousand Six Hundred and Four) shares in Quess are locked-in under Applicable Law ("Locked in Shares"). Consequently, in terms of SEBI Circular, post issuance and allotment of equity shares by Quess under Clause 32.1, 18,015,604 (One Crore Eighty Lakhs Fifteen Thousand Six Hundred and Four) equity shares to be issued to Fairbridge Capital (Mauritius) Limited ("FCML") shall be under locked in category for the remainder of the period for which the Locked in Shares are currently subject to lock in.

14. Upon issuance and allotment of equity shares by Quess to the promoter of TCIL i.e. FCML shall become the promoter of Quess in place of TCIL. The other existing promoters of Quess i.e., Ajit Isaac and Net Resources Investments Private Limited shall continue to be promoters of Quess, post demerger. Further, upon the coming into effect of this Scheme, all existing arrangements, between Ajit Isaac and/ or Net Resources Investments Private Limited and TCIL in relation to Quess shall stand novated in favour of FCML, in place of TCIL.

15. All legal proceedings relating to the Demerged Undertaking 2 of whatsoever nature by or against TCIL pending and/or arising before the Effective Date, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against Quess, as the case may be, in the same manner and to the same extent as would or might have been continued and enforced by or against TCIL. It is hereby expressly clarified that any legal proceedings by or against TCIL in relation to cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of TCIL and pertaining to the Demerged Undertaking 2 shall be instituted, or as the case may be, continued, by or against, Quess after the coming into effect of the Scheme.

16. All legal or other proceedings initiated by or against the Demerged Undertaking 2 above shall stand transferred to the name of Quess and the same shall be continued, prosecuted, defended and enforced as the case may be by or against Quess, to the exclusion of TCIL.

17. Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, understandings whether written or oral and other instruments, if any, of whatsoever nature, in relation to the Demerged Undertaking 2, to which TCIL is a party or to the benefit of which TCIL may be eligible and which are subsisting or having effect on the Appointed Date, without any further act, instrument or deed, shall be in full force and effect against or in favour of Quess, as the case may be, and may be enforced by or against Quess as fully and effectively as if, instead of TCIL, Quess had been a party or beneficiary or obligee thereto.

18. Without prejudice to other provisions of this Scheme and notwithstanding the fact that the vesting of the Demerged Undertaking 2 occurs by virtue of this Scheme itself, Quess may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any Applicable Law or otherwise, execute deeds of confirmation in favour of any party to any contract or arrangement, to which TCIL is a party in relation to the Demerged Undertaking 2, as may be necessary to be executed in order to give formal effect to the above provisions. Quess shall be deemed to be authorised to execute any such writings on behalf of TCIL and to carry out or perform all formalities or compliances required for the purposes referred to above on the part of TCIL.
19. Upon the coming into effect of this Scheme, all the employees on the payroll of TCIL engaged in or in relation to the Demerged Undertaking 2 immediately prior to the Effective Date, shall become the employees of Quess without any break or interruption of service and with the benefit of continuity of service on terms and conditions which are not less favorable than the terms and conditions as were applicable.
20. Quess agrees that the service of all employees engaged in or in relation to the Demerged Undertaking 2 immediately prior to the Effective Date shall be taken into account for the purpose of all retirement benefits to which they may be eligible in TCIL immediately prior to coming into effect of this Scheme. Quess further agrees that for the purpose of payment of any retrenchment compensation, gratuity, grants, or other terminal benefits, such past service with TCIL, shall also be taken into account and agrees and undertakes to pay the same as and when payable. Further, it is hereby clarified that the employees of TCIL engaged in or in relation to the Demerged Undertaking 2 are neither holding any stock options of TCIL nor shall be granted any stock options by TCIL.
21. Upon the coming into effect of this Scheme, Quess shall make all the necessary contributions for such transferred employees engaged in or in relation to the Demerged Undertaking 2 and deposit the same in provident fund, gratuity fund or superannuation fund or any other special fund or staff welfare scheme or any other special scheme. Quess will also file relevant intimations to the statutory authorities concerned who shall take the same on record and substitute the name of Quess for TCIL.
22. Subject to the Applicable Law, the existing provident fund, gratuity fund and pension and /or superannuation fund/trusts, retirement funds or employees state insurance schemes or pension scheme or employee deposit linked insurance scheme or any other benefits, if any, created by TCIL for employees engaged in or in relation to the Demerged Undertaking 2, shall be continued on the same terms and conditions and will be transferred to the necessary funds, schemes or trusts of Quess without any separate act, deed or approval and till the time such necessary funds, schemes or trusts are created by Quess, all contribution shall continue to be made to the existing funds, schemes or trusts of TCIL.
23. All taxes (including but not limited to value added tax, sales tax, service tax, GST etc.) payable by or refundable to TCIL in relation to the Demerged Undertaking 2 with effect from the Appointed Date, including all or any refunds or claims shall be treated as the tax liability or refunds/claims, etc. as the case may be, of Quess, and any tax incentives, advantages, privileges, exemptions, holidays, remissions, reductions, service tax input credits, GST input credits etc., as would have been available to TCIL in relation to the Demerged Undertaking 2, shall pursuant to this Scheme becoming effective, be available to Quess.
24. Upon this Scheme becoming effective, TCIL and Quess shall give effect to the accounting treatment in its books of account in accordance with the accounting standards specified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, and more particularly, IND AS 103, or any other relevant or related requirement under the Act, as applicable on the Effective Date.

Accounting treatment in the books of Quess (Clause 33.3 of the Scheme)

Upon coming into effect of this Scheme, transfer of Demerged Undertaking 2 of TCIL into Quess shall be accounted for in the books of Quess in accordance with the applicable accounting standard prescribed under Section 133 of the Act and / or as per generally accepted accounting principles.

Quess shall record the assets and liabilities, of the Demerged Undertaking 2 vested in it pursuant to this Scheme, at their respective carrying values of TCIL.

25. There are no specific valuation difficulties

ADOPTION BY THE BOARD OF DIRECTORS OF THE APPLICANT COMPANY

Based on review of the Draft Scheme of Arrangement between the Applicant Company and **Thomas Cook (India) Limited and Travel Corporation (India) Limited and TC Travel Services Limited and TC Forex Services Limited and SOTC Travel Management Private Limited**, Valuation Report dated October 12, 2018 and Addendum Valuation Report dated December 19, 2018 issued by Talati & Talati, Chartered Accountants and the Board of Directors adopts the above report and believe that

1. The Scheme of Arrangement and Amalgamation and the Share exchange Ratio is fair and reasonable.
2. The Board of Directors observe that no issues or difficulties regarding the valuation has been mentioned in the Valuation Report dated October 12, 2018 and Addendum Valuation Report dated December 19, 2018 issued by Talati & Talati, Chartered Accountants.
3. The Draft Scheme of Arrangement relates to transfer and vesting of the Demerged Undertaking 2 including its assets and liabilities thereto to the Applicant Company.
4. The proposed Scheme of Arrangement does not entitle the Promoter/ Promoter Group, related parties of the Promoter/ Promoter Group, associates of the Promoter/ Promoter Group, subsidiaries of the Promoter/ Promoter Group of the Applicant Company to any additional shares.
5. The effect of the proposed Scheme of Arrangement on the equity shareholders and creditors of the Company would be as follows:

S. No.	Particulars	Effect
i.	Key managerial personnel	No Effect except Equity shareholding in the Applicant Company
ii.	Directors	No Effect except Equity shareholding in the Applicant Company
iii.	Promoters	Only to the extent of their shareholding
iv.	Non-promoter members	Only to the extent of their shareholding
v.	Depositors	No Effect as the Companies have not accepted any deposits
vi.	Creditors	No Effect
vii.	Debenture holders	No Effect
viii.	Deposit trustee and debenture trustee	No Effect
ix.	Employees of the Company	No adverse effect

Quess Corp Limited

(Amount in INR lakhs)

Standalone Balance Sheet	Note	As at 31 March 2019	As at 31 March 2018
ASSETS			
Non-current assets			
Property, plant and equipment	3	5,081.56	5,273.94
Goodwill	4	55,346.80	55,346.80
Other intangible assets	4	15,345.35	17,614.36
Intangible assets under development	4	516.29	215.79
Financial assets			
Investments	5	70,050.82	60,151.89
Loans	6	27,844.00	1,615.00
Other financial assets	7	3,468.28	239.75
Deferred tax assets (net)	8	15,456.08	12,622.49
Income tax assets (net)	8	18,737.04	10,946.14
Other non-current assets	9	618.44	630.31
Total non-current assets		2,12,464.66	1,64,656.47
Current assets			
Inventories	10	1,056.57	651.46
Financial assets			
Investments	11	3,846.82	19,740.20
Trade receivables	12	52,046.53	53,986.06
Cash and cash equivalents	13	32,331.79	41,093.23
Bank balances other than cash and cash equivalents above	14	7,573.83	23,273.71
Loans	15	13,147.87	20,365.08
Unbilled revenue	16	45,826.33	31,888.91
Other financial assets	17	925.16	1,866.30
Other current assets	18	3,234.69	1,688.65
Total current assets		1,59,989.59	1,94,553.60
Total Assets		3,72,454.25	3,59,210.07
EQUITY AND LIABILITIES			
Equity			
Equity share capital	19	14,608.48	14,548.42
Other equity	20	2,44,888.04	2,21,598.98
Total equity		2,59,496.52	2,36,147.40
Liabilities			
Non-current liabilities			
Financial liabilities			
Borrowings	21	14,894.68	14,866.23
Non-current provisions	22	7,203.45	4,724.42
Total non-current liabilities		22,098.13	19,590.65
Current liabilities			
Financial liabilities			
Borrowings	23	42,065.89	57,857.40
Trade payables			
Total outstanding dues of micro enterprises and small enterprises	45	-	-
Total outstanding dues of creditors other than micro enterprises and small enterprises	24	9,551.44	8,822.30
Other financial liabilities	25	26,065.07	25,965.40
Current provisions	26	248.84	339.68
Other current liabilities	27	12,928.36	10,487.24
Total current liabilities		90,859.60	1,03,472.02
Total Liabilities		1,12,957.73	1,23,062.67
Total Equity and Liabilities		3,72,454.25	3,59,210.07

The accompanying notes form an integral part of the standalone financial statements.

As per our report of even date attached
for Deloitte Haskins & Sells LLP
Chartered Accountants
Firm's Registration No.: 117366 W/W-100018

for and on behalf of the Board of Directors of
Quess Corp Limited

Manand Subramanian
Partner
Membership No.: 110815
Place: Bengaluru
Date: 22 May 2019



Ajit Isaac
Chairman &
Managing Director
DIN : 00087168
Place: Bengaluru
Date: 22 May 2019

Manoj Jain
Chief Financial Officer
Place: Bengaluru
Date: 22 May 2019

Subrata Kumar Nag
Executive Director &
Chief Executive Officer
DIN: 02234000
Place: Bengaluru
Date: 22 May 2019

Kundan K. Lal
Company Secretary
Membership No.: F8393
Place: Bengaluru
Date: 22 May 2019



Quess Corp Limited

(Amount in INR lakhs, except per share data)

Standalone Statement of Profit and Loss	Note	For the year ended	
		31 March 2019	31 March 2018
Income			
Revenue from operations	28	5,61,307.55	4,41,080.79
Other income	29	4,722.79	4,630.25
Total income		5,66,030.34	4,45,711.04
Expenses			
Cost of material and stores and spare parts consumed	30	12,967.12	12,305.84
Employee benefit expenses	31	4,56,006.88	3,64,302.10
Finance costs	32	6,360.26	4,620.79
Depreciation and amortisation expense	33	4,456.48	3,531.44
Other expenses	34	61,505.41	40,548.52
Total expenses		5,41,296.15	4,25,308.69
Profit before tax		24,734.19	20,402.35
Tax (expense)/ credit			
Current tax: Minimum Alternative Tax ("MAT") for the year	8	(5,230.87)	(4,205.15)
Tax relating to earlier years	8	(517.72)	5,711.60
Deferred tax (including MAT credit entitlement)	8	4,142.39	4,017.59
Total tax (expenses)/ credit		(1,606.20)	5,524.04
Profit for the year		23,127.99	25,926.39
Other comprehensive income			
<i>Items that will not be reclassified subsequently to profit or loss</i>			
Re-measurement losses on defined benefit plans	44	(465.14)	(520.26)
Income tax relating to items that will not be reclassified to profit or loss		162.53	165.82
Other comprehensive income/(loss) for the year, net of income tax		(302.61)	(354.44)
Total comprehensive income for the year		22,825.38	25,571.95
Earnings per equity share (face value of INR 10.00 each)			
Basic (in INR)	41	15.86	18.38
Diluted (in INR)	41	15.77	18.19


The accompanying notes form an integral part of the standalone financial statements.

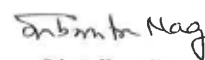
As per our report of even date attached
for **Deloitte Haskins & Sells LLP**
Chartered Accountants
Firm's Registration No.: 117366 W/W-100018

for and on behalf of the Board of Directors of
Quess Corp Limited


Anand Subramanian
Partner
Membership No.: 110815
Place: Bengaluru
Date: 22 May 2019




Ajit Isaac
Chairman &
Managing Director
DIN : 00087168
Place: Bengaluru
Date: 22 May 2019


Subrata Kumar Nag
Executive Director &
Chief Executive Officer
DIN: 02234000
Place: Bengaluru
Date: 22 May 2019


Manoj Jain
Chief Financial Officer
Place: Bengaluru
Date: 22 May 2019


Kundan K. Lal
Company Secretary
Membership No.: F8393
Place: Bengaluru
Date: 22 May 2019



Quesst Corp Limited
(Amount in INR lakhs)

Standalone Statement of Cash Flows	For the year ended	
	31 March 2019	31 March 2018
Cash flows from operating activities		
Profit after tax	23,127.99	25,926.39
Adjustments for:		
Tax expenses	1,606.20	(5,524.04)
Interest income on term deposits	(1,258.22)	(1,476.04)
Finance income on present valuation of financial instruments	(148.14)	(195.85)
(Profit)/ Loss on sale of property, plant and equipment, net	-	(25.71)
Dividend income on mutual fund units	-	(27.55)
Net gain on sale of investments in mutual funds	(815.27)	(20.55)
Net gain on financial assets designated at fair value through profit or loss	442.75	(1,639.89)
Interest on loans given to related parties	(2,552.26)	(529.31)
Liabilities no longer required written back	-	(181.55)
Expense on employee stock option scheme	463.68	698.46
Finance costs	6,360.27	4,620.79
Depreciation and amortisation expense	4,456.48	3,531.44
Loss allowance on financial assets, net	1,113.08	392.47
Deposits written off	40.65	-
Bad debts recovered	(1.03)	-
Operating cash flows before working capital changes	32,836.18	25,549.06
Changes in operating assets and liabilities		
Changes in inventories	(405.11)	(105.42)
Changes in trade receivables and unbilled revenue	(13,109.93)	(20,846.57)
Changes in loans, other financial assets and other assets	(2,504.24)	(430.61)
Changes in trade payables	729.13	4,495.71
Changes in other financial liabilities, other liabilities and provisions	5,281.56	3,919.56
Cash generated from operations	22,827.59	12,581.73
Income taxes paid, net of refund	(12,230.68)	(4,300.59)
Net cash flows from operating activities (A)	10,596.91	8,281.14
Cash flows from investing activities		
Expenditure on property, plant and equipment and intangibles, net of sale proceeds	(2,240.30)	(5,671.86)
Investment in subsidiaries	(7,908.20)	(40,861.10)
Investment in associates	(1,153.50)	(1,114.51)
Investments in mutual fund, net	16,386.67	(18,079.76)
Dividend received on mutual fund investment	-	27.55
Bank deposits (having original maturity of more than three months), net	15,448.25	(7,564.03)
Loans given to related parties	(34,912.37)	(21,215.39)
Repayment of loans by related parties	14,664.32	3,320.15
Interest received on loans to related parties	996.53	431.74
Interest received on term deposits	1,425.89	1,502.96
Net cash from/(used in) investing activities (B)	2,707.29	(89,224.25)
Cash flows from financing activities		
Proceeds from/ (repayment of) vehicle loan, net	(43.98)	(44.58)
Proceeds from short-term borrowings, net of transaction costs & repayments	(15,791.51)	19,202.13
Proceeds from issue of equity shares	-	87,392.23
Transaction costs related to issue of equity shares	-	(2,602.46)
Proceeds from exercise of share options	60.06	61.99
Interest paid	(6,290.21)	(4,544.15)
Net cash (used in)/from in financing activities (C)	(22,065.64)	99,465.16
Net (decrease)/increase in cash and cash equivalents (A+B+C)	(8,761.44)	18,522.05
Cash and cash equivalents at the beginning of the year	41,093.23	22,571.18
Cash and cash equivalents at the end of the year (refer note 13)	32,331.79	41,093.23
Components of cash and cash equivalents (refer note 13)		
Cash and cash equivalents		
Cash on hand	19.31	33.69
Balances with banks		
In current accounts	32,312.48	30,599.83
In deposit accounts (with original maturity of less than 3 months)	-	10,459.71
Cash and cash equivalents as per note 13	32,331.79	41,093.23
Bank overdraft used for cash management purpose	-	-
Cash and cash equivalent as per standalone statement of cash flows	32,331.79	41,093.23



Quess Corp Limited

Standalone Statement of Cash Flows (continued)

Reconciliation of movements of liabilities to cash flows arising from financing activities

(Amount in INR lakhs)

Particulars	Debentures	Vehicle loan	Short-term borrowings	Total
Debt as at 1 April 2018	14,862.65	47.57	57,857.40	72,767.62
Interest accrued but not due as at 1 April 2018	-	-	250.07	250.07
Cash flows	-	(43.98)	(15,791.51)	(15,835.49)
Other changes				
- Transaction costs for short-term borrowings	-	-	182.42	182.42
- Transaction costs paid	-	-	(182.42)	(182.42)
- Interest expense	1,269.53	3.89	5,086.84	6,360.26
- Interest paid	(1,237.50)	(3.89)	(5,048.82)	(6,290.21)
Interest accrued but not due as at 31 March 2019	-	-	(288.09)	(288.09)
Debt as at 31 March 2019	14,894.68	3.59	42,065.89	56,964.16

Particulars	Debentures	Vehicle loan	Short-term borrowings	Total
Debt as at 1 April 2017	14,833.13	92.15	38,523.01	53,448.29
Interest accrued but not due as at 1 April 2017	-	-	335.21	335.21
Cash flows	-	(44.58)	19,334.39	19,289.81
Other changes				
- Transaction costs for short-term borrowings	-	-	132.26	132.26
- Transaction costs paid	-	-	(132.26)	(132.26)
- Interest expense	1,267.02	14.25	3,207.26	4,488.53
- Interest paid	(1,237.50)	(14.25)	(3,292.40)	(4,544.15)
Interest accrued but not due as at 31 March 2018	-	-	(250.07)	(250.07)
Debt as at 31 March 2018	14,862.65	47.57	57,857.40	72,767.62

The accompanying notes form an integral part of the standalone financial statements.

As per our report of even date attached

for **Deloitte Haskins & Sells LLP**

Chartered Accountants

Firm's Registration No.: 117366 W/W-100018

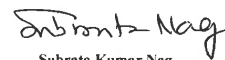
for and on behalf of the Board of Directors of
Quess Corp Limited


Anand Subramanian
Partner
Membership No.: 110815
Place: Bengaluru
Date: 22 May 2019




Ajit Isaac
Chairman &
Managing Director
DIN : 00087168
Place: Bengaluru
Date: 22 May 2019


Manoj Jain
Chief Financial Officer
Place: Bengaluru
Date: 22 May 2019


Subrata Kumar Nag
Executive Director &
Chief Executive Officer
DIN: 02234000
Place: Bengaluru
Date: 22 May 2019


Kundan K. Lal
Company Secretary
Membership No.: F8393
Place: Bengaluru
Date: 22 May 2019



Balance Sheet

as at 31st March, 2019

(All amounts in Rs. Lakhs, unless otherwise stated)

Particulars	Note	As at March 31, 2019	As at March 31, 2018
ASSETS			
Non-current assets			
Property, plant and equipment	3	17,453.6	17,257.0
Capital work-in-progress	3	119.1	9.0
Goodwill	4	446.3	446.3
Other intangible Assets	4	570.4	777.6
Intangible assets under development		7.1	80.3
Financial assets			
- Non-current investments	5	1,18,017.5	1,15,288.3
- Loans	6(e)	3,909.0	3,058.6
- Other financial assets	6(f)	1,963.1	359.8
Non current tax assets	9	3,733.1	1,706.8
Deferred tax assets (net)	16	11,335.1	11,737.4
Other non-current assets	7	710.4	127.5
Total non-current assets		1,58,264.7	1,50,848.6
Current assets			
Financial assets			
- Investments	6(a)	-	7,509.2
- Trade receivables	6(b)	27,869.9	36,741.1
- Cash and cash equivalents	6(c)	36,855.8	53,075.8
- Bank balances other than cash and cash equivalents above	6(d)	27,657.9	15,787.1
- Loans	6(e)	8,625.7	12,280.3
- Other financial assets	6(f)	8,233.6	4,356.1
Other current assets	8	18,379.9	14,553.3
Total current assets		1,27,622.8	1,44,302.9
TOTAL ASSETS		2,85,887.5	2,95,151.5
EQUITY AND LIABILITIES			
Equity			
Equity share capital	10(a)	3,707.3	3,702.1
Other equity	10(b)	1,68,043.8	1,65,342.4
Total Equity		1,71,751.1	1,69,044.5
Liabilities			
Non-current liabilities			
Financial liabilities			
- Borrowings	11(a)	47.1	6,702.3
- Other financial liabilities	11(c)	67.7	98.0
Provisions	14	109.7	99.7
Employee benefit obligations	15	676.4	522.3
Other non-current liabilities	12	374.2	91.6
Total non-current liabilities		1,275.1	7,513.9
Current liabilities			
Financial liabilities			
- Borrowings	11(b)	790.2	1,311.0
- Trade payables			
i. Dues of micro enterprises and small enterprises	11(d)	35.8	-
ii. Dues of creditors other than micro enterprises and small enterprises	11(d)	79,103.7	74,785.0
- Other financial liabilities	11(c)	2,073.1	9,498.1
- Employee benefit obligations	15	1,307.4	1,124.0
Current tax liabilities	9	1,053.3	-
Other current liabilities	13	28,497.8	31,875.0
Total current liabilities		1,12,861.3	1,18,593.1
Total liabilities		1,14,136.4	1,26,107.0
TOTAL EQUITY AND LIABILITIES		2,85,887.5	2,95,151.5
Basis of preparation, measurement and significant accounting policies	2		
Contingent liabilities and commitments	26 - 27		

The accompanying notes are an integral part of the standalone financial statements.

As per our report of even date attached

For **B S R & Co. LLP**

Chartered Accountants

Firm's Registration Number: 101248W/W-100022

Bhavesh Dhupelia

Partner

Membership No.: 042070

Madhavan Menon

Chairman and Managing Director

DIN : 00008542

Brijesh Modi

Chief Financial Officer

For and on behalf of the Board of Directors

Thomas Cook (India) Limited

CIN: L63040MH1978PLC020717

Mahesh Iyer

Executive Director and Chief Executive Officer

DIN : 07560302

Amit Parekh

Company Secretary & Compliance Officer

Membership No.: ACS-13648

Mumbai, May 27, 2019

Mumbai, May 27, 2019

Statement of Profit and Loss

for the year ended March 31, 2019

(All amounts in Rs. Lakhs, unless otherwise stated)

Particulars	Note	For the year ended March 31, 2019	For the year ended March 31, 2018
Income			
Revenue from operations	17	2,25,281.0	1,90,322.5
Other income	18	5,798.5	3,974.0
Total income		2,31,079.5	1,94,296.5
Expenses			
Cost of services		1,74,346.9	1,43,979.5
Employee benefits expense	19	22,184.7	19,944.9
Finance cost	22	3,751.7	4,632.7
Advertisement expenses		5,128.1	4,427.9
Depreciation and amortisation expense	20	1,749.3	1,836.5
Other expenses	21	19,964.3	19,069.5
Total expenses		2,27,125.0	1,93,891.0
Profit before exceptional item		3,954.5	405.5
Add: Exceptional items:		-	53,436.0
Profit before tax		3,954.5	53,841.5
Less: Tax expense:			
Current tax	23	881.3	12,075.1
Deferred tax	23	426.3	(11,376.4)
Total tax expenses		1,307.6	698.7
Profit for the year (A)		2,646.9	53,142.8
Other comprehensive income			
<i>Items that will not be reclassified to profit or loss</i>			
Remeasurements of post-employment benefit obligations		(68.4)	(78.5)
Income tax relating to items that will not be reclassified to profit or loss		23.9	28.2
<i>Items that will be reclassified to profit or loss</i>		-	-
Total other comprehensive income for the year, net of taxes (B)		(44.5)	(50.3)
Total comprehensive income for the year (A+B)		2,602.4	53,092.5
Earnings per equity share (face value of Rs. 1 each)	34		
- Basic earnings per share		0.71	14.47
- Diluted earnings per share		0.71	14.43

The accompanying notes are an integral part of the standalone financial statements.

As per our report of even date attached
For **B S R & Co. LLP**
Chartered Accountants
Firm's Registration Number: 101248W/W-100022

Bhavesh Dhupelia
Partner
Membership No.: 042070

Madhavan Menon
Chairman and Managing Director
DIN : 00008542

Brijesh Modi
Chief Financial Officer

Mumbai, May 27, 2019

Mumbai, May 27, 2019

For and on behalf of the Board of Directors
Thomas Cook (India) Limited
CIN: L63040MH1978PLC020717

Mahesh Iyer
Executive Director and Chief Executive Officer
DIN : 07560302

Amit Parekh
Company Secretary & Compliance Officer
Membership No.: ACS-13648

Statement of Cash Flows

for the year ended March 31, 2019

(All amounts in Rs. Lakhs, unless otherwise stated)

	For the year ended March 31, 2019	For the year ended March 31, 2018
A) Cash flow from operating activities		
Profit before income tax	3,954.5	53,841.5
Adjustments for		
Interest income	(1,968.5)	(872.1)
Income from mutual funds	(327.9)	(900.7)
Exceptional item - gain on sale of investment	-	(53,536.0)
Dividend income from investments	-	(117.4)
Expenses on employees stock options schemes (net)	521.6	612.2
Depreciation and amortisation	1,749.3	1,836.5
Loss/(Profit) on sale of fixed assets (net)	30.2	69.1
Finance costs	3,751.7	4,632.7
Provision for doubtful debts and advances (net off bad debts written off)	755.4	1,138.7
Operating profit before working capital changes	8,466.3	6,704.5
Change in operating assets and liabilities		
Increase/(Decrease) in trade payables	4,354.4	30,377.2
Increase/(Decrease) in provisions	10.0	22.2
Increase/(Decrease) in financial and other liabilities	(2,718.2)	5,461.4
(Increase)/ Decrease in trade receivables	8,057.1	(17,093.6)
(Increase)/Decrease in financial and other assets	(7,783.9)	(4,848.2)
(Increase)/Decrease in loans	2,024.1	137.2
Cash generated from operations	12,409.8	20,760.7
Income taxes paid (Net of refunds received)	(1,854.3)	(11,797.5)
Net cash generated from/(used in) operating activities	10,555.5	8,963.2
B) Cash flow from investing activities:		
Proceeds from sale of fixed assets	38.4	154.4
Purchase of fixed assets	(1,972.1)	(2,195.2)
Interest received	1,632.6	808.5
Dividend received on subsidiary company	-	30.8
Dividend received from mutual funds	-	86.6
Loan given to subsidiary company	(3,851.0)	(12,409.4)
Loan repayment by subsidiary company	4,631.2	1,075.0
Investment in subsidiary (refer notes 36, 37 & 38)	(1,999.5)	(1,300.9)
Proceeds from sale of investment in subsidiary	-	62,836.5
(Investment in)/Proceeds from sale of current investments (net)	(5,667.3)	(11,189.1)
Net cash generated from/(used in) investing activities	(7,187.7)	37,897.2

Statement of Cash Flows *(Continued)*

for the year ended March 31, 2019

(All amounts in Rs. Lakhs, unless otherwise stated)

	For the year ended March 31, 2019	For the year ended March 31, 2018
C) Cash flow from financing activities		
Proceeds from issue of equity shares under employees stock options schemes including share application money	527.8	487.3
Repayment of 8.5% non-convertible redeemable preference shares ("NCRPS") of Rs. 10 each	-	(12,500.0)
Repayment of non convertible debentures	(13,334.0)	(3,333.0)
(Repayment)/Proceeds from finance lease liability (net)	19.4	(366.2)
Increase/(Decrease) in borrowings	0.1	-
Dividend paid during the year (including taxes)	(1,389.4)	(1,375.6)
Tax on dividend paid during the year	(285.6)	(280.1)
Interest paid	(4,605.3)	(5,346.9)
Net cash generated from/(used in) financing activities	(19,067.0)	(22,714.5)
Net increase/(decrease) in cash and cash equivalents	(15,699.2)	24,145.9
Add: Cash and cash equivalents at the beginning of the financial year	51,764.8	27,618.9
Cash and cash equivalents at the end of the year	36,065.6	51,764.8
Reconciliation of Cash Flow statements as per the cash flow statement	March 31, 2019	March 31, 2018
Cash Flow statement as per above comprises of the following		
Cash and cash equivalents	36,855.8	53,075.8
Bank overdrafts	(790.2)	(1,311.0)
Balances as per statement of cash flows	36,065.6	51,764.8

Notes:-

- The above Cash Flow Statement has been prepared under the "Indirect Method" set out in Indian Accounting Standard (Ind AS-7) on Statement of Cash Flow as notified under Companies (Accounts) Rules, 2015.
- Additions to property, plant and equipment and other intangible assets include movement of capital work-in-progress, payables for fixed assets and capital advances during the year.
- The disclosures pursuant to para 44A to 44E of Ind AS 7 statement of cash flow have been given in note no. 11(a).

Particulars	Balance as on April 1, 2018	Cash inflow	Cash outflow	Non-Cash	Balance as on March 31, 2019
Preference Shares	-	-	-	-	-
Redeemable Non-Convertible Debentures	13,303.6	-	(13,334.0)	30.4	-
Finance Lease	39.5	-	19.4	-	58.9
Interest	884.1	3,751.7	(4,605.3)	(30.4)	0.2

The accompanying notes are an integral part of the standalone financial statements.

As per our report of even date attached

For **B S R & Co. LLP**

Chartered Accountants

Firm's Registration Number: 101248W/W-100022

Bhavesh Dhupelia

Partner

Membership No.: 042070

Madhavan Menon

Chairman and Managing Director

DIN : 00008542

Brijesh Modi

Chief Financial Officer

For and on behalf of the Board of Directors

Thomas Cook (India) Limited

CIN: L63040MH1978PLC020717

Mahesh Iyer

Executive Director and Chief Executive Officer

DIN : 07560302

Amit Parekh

Company Secretary & Compliance Officer

Membership No.: ACS-13648

Mumbai, May 27, 2019

Mumbai, May 27, 2019

Sl.No.	Category	Pre-issue Shareholding		Post-issue Shareholding Pattern assuming there is no change	
		No. of shares held	% holding	No. of shares held	% holding
A.	Promoters and Promoter Group Holding				
1.	Indian Promoters / Promoter Group:				
	Individuals / HUF	17654674	12.09	17654674	12.08
	Trust				
	Bodies Corporate	86689320	59.34	15365824	10.52
	Thomas Cook India Limited	71323496	48.82		
	Net Resources Investments Pvt. Ltd.	15365824	10.52	15365824	10.52
	Sub Total	104343994	71.43	33020498	22.60
2.	Foreign Promoters / Promoter Group:				
	Individuals / HUF				
	Bodies Corporate				
	Fairbridge Capital (Mauritius) Limited	-	-	46801793	32.03
	Sub Total				
	Sub Total (A)	104368994	71.43	79822291	54.62
B1.	Non – Promoters' holding:				
	Institutions:				
	Mutual Funds	9620743	6.59	9620743	6.58
	Alternative Investment Funds	259553	0.18	259553	0.18
	Foreign Portfolio Investor (Corporate)	19184173	13.13	19184173	13.13
	Financial Institutions / Banks	442649	0.3	442649	0.30
	Sub Total (B1)	29507118	20.2	29507118	20.19
B2.	Others				-
	Individuals	7237960	4.95	7237960	4.95
	Bodies Corporate	3946174	2.7	3946174	2.70
	Non-Resident Indians	596732	0.41	596732	0.41
	Clearing Member	120558	0.08	120558	0.08
	Trust	8512	0.01	8512	0.01
	Hindu Undivided Family	159703	0.11	159703	0.11
	Office Bearers	159527	0.11	159527	0.11
	NBFCs	4555	0	4555	0.00
	Sub Total (B2)	12233721	8.37	12233721	8.37
	shares to be issued to the public shareholder of TCIL under the scheme			24566900	16.81
	Grand Total (A + B1 + B2)	146084833	100	146130030	100

*Outstanding ESOPs shall be adjusted for any equity shares allotted pursuant to exercise of options.

In the opinion of the Board, the said scheme will be of advantage and beneficial to the Company, its shareholders, creditors and other stakeholders and the terms thereof are fair and reasonable.

For Quess Corp Limited

Sd/-
Kundan Kumar Lal
VP-Legal & Company Secretary

Dated this 12th day of July 2019 at Bengaluru

Registered Office:

3/3/2, Bellandur Gate,
Sarjapur Main Road,
Bengaluru- 560 103

Form No. MGT-11**PROXY FORM**

[Pursuant to section 105(6) of the Companies Act, 2013 and rule 19(3) of the Companies (Management and Administration) Rules, 2014]

CIN:	L74140KA2007PLC043909
Name of the company:	Quess Corp limited
Registered office:	3/3/2, Bellandur Gate, Sarjapur Main Road, Bangalore-560 103
Name of the Member:	
Registered Address	
E-mail Id	
Folio No. / Client Id	
DP Id	

I/We, being the member (s) of shares of the above named company, hereby appoint

- | | |
|-----------------|---------------------------------|
| 1) Name: _____ | Address: _____ |
| Email id: _____ | Signature: _____ or failing him |
| 2) Name: _____ | Address: _____ |
| Email id: _____ | Signature: _____ or failing him |
| 3) Name: _____ | Address: _____ |
| Email id: _____ | Signature: _____ or failing him |

as my/our proxy to attend and vote (on a poll) for me/us and on my/our behalf at the NCLT Convened Meeting of the Company, to be held on Tuesday, August 20, 2019 at Novotel Hotel, Opposite RMZ Ecospace Business Park, Sarjapur Outer Ring Road, Bengaluru, Karnataka 560103 and at any adjournment thereof in respect of such resolutions as are indicated below:

Resolution No.	Resolution
SPECIAL RESOLUTION	
1.	To considering and, if thought fit, approving, with or without modification the Scheme of Arrangement and Amalgamation amongst Thomas Cook (India) Limited and Travel Corporation (India) Limited and TC Travel Services Limited and TC Forex Services Limited and SOTC Travel Management Private Limited and Quess Corp Limited and their respective shareholders

Signed this..... day of..... 2019

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Signature of equity shareholder

Signature of Proxy holder(s)

Note: This form of proxy in order to be effective should be duly completed and deposited at the Registered Office of the Company, not less than 48 hours before the commencement of the Meeting.

Affix
Revenue
Stamp of
₹1

QUESS CORP LIMITED

Registered office: 3/3/2, Bellandur Gate, Sarjapur Main Road, Bengaluru- 560 103

Tel +91 80 6105 6000 | Fax +91 80 6105 6406 | CIN L74140KA2007PLC043909

www.quessecorp.com; email id: investor@quessecorp.com

ATTENDANCE SLIP

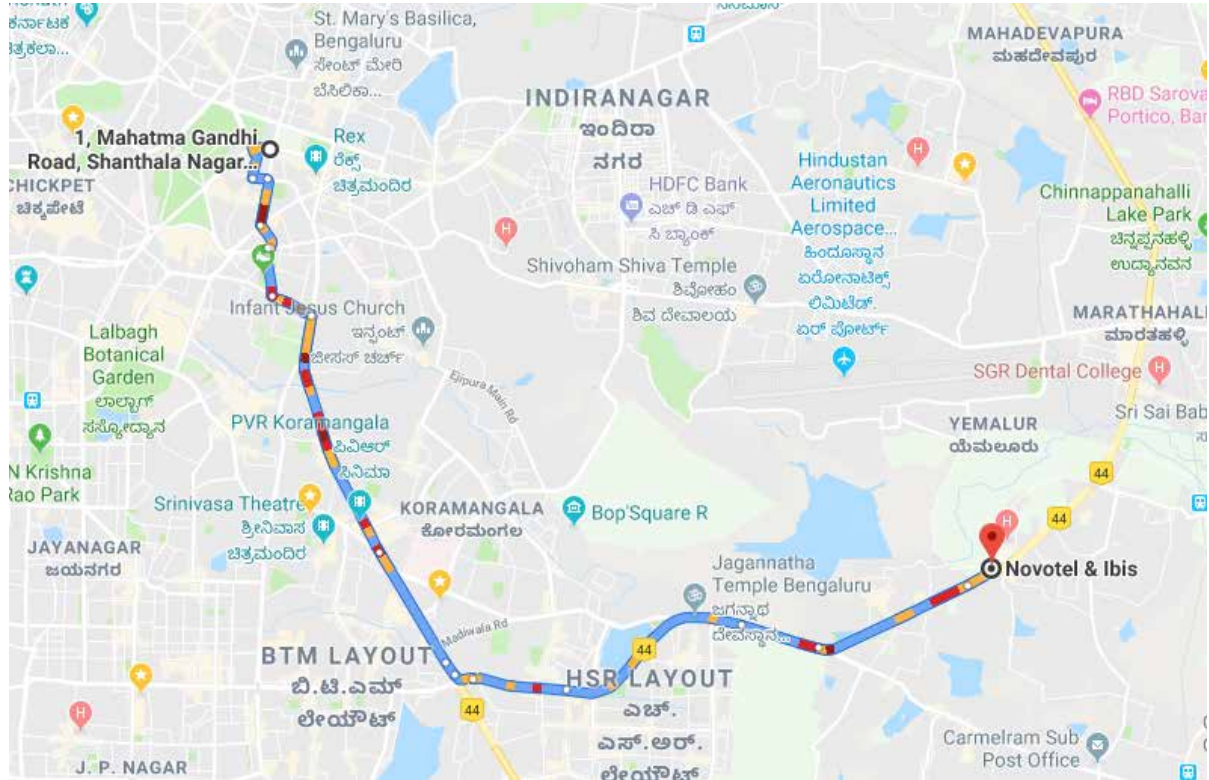
In the matter of Scheme of Arrangement and Amalgamation amongst Thomas Cook (India) Limited and Travel Corporation (India) Limited and TC Travel Services Limited and TC Forex Services Limited and SOTC Travel Management Private Limited and Quess Corp Limited.

I/We hereby record my/our presence at the National Company Law Tribunal ("NCLT") convened meeting of the Equity shareholders of the Company held at Novotel Hotel, Opposite RMZ Ecospace Business Park, Sarjapur Outer Ring Road, Bengaluru, Karnataka 560103, on Tuesday, August 20, 2019 at 10.00 A.M.

NAME (S) OF THE EQUITY SHARE HOLDER (S) / PROXY (IN BLOCK LETTERS)	
FOLIO NO/ CLIENT ID NO	
DP ID NO	
NUMBER OF SHARES HELD	
SIGNATURE OF THE EQUITY SHAREHOLDER (S) / PROXY	

Note: Equity Shareholder/Proxy holder, as the case may be, is requested to sign and hand over this slip at the entrance of the meeting venue.

Route Map to the venue of the meeting



This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Note

This image shows a full page of blank white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page, providing a guide for writing. There are no margins, text, or other markings on the paper.

Note

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.