





This agreement is dated:

The Amalgamating Com

nalgamating Company")

The Amalgamating Com

r/o]

The Amalgamated Comp

nalgamated Company")

The Amalgamated Comp

/o]

**Definitions**

These definitions apply u

interpretation:

"The Act"

(as amended in \_\_\_\_\_ and

"The Appointed Date"

fixed or approved by the

"The Effective Date"

which the sanctions, approvals

"The Scheme"

tion in its present form or with  
imposed by the [competent]

"Undertaking"

Amalgamated Company and  
ted Company's reserves,  
moveable and immovable  
owers, authorities, allotments,  
contracts, engagements,  
titles, interests, benefits,  
y rights, industrial and other  
and intellectual properties,  
ements, wherever situated  
possession or control of the  
the Appointed Date and



These are the terms of

### 1. Purpose of Agreement

The purpose of the Agreement is to effect the Amalgamation between the parties and to

the purpose of Amalgamation between

### 2. Information about the Amalgamated Company

Before completion of the Amalgamation, the issued, subscribed and paid up share capital of the Amalgamated Company (as defined in the Agreement) is as follows:

and the issued, subscribed and paid up share capital of the Amalgamated Company (as defined in the Agreement) is as follows:

2.1 the Amalgamated Company's share capital of [000] divided into [000] shares of which [000] shares have been issued and [000] shares have been reserved for issue;

the Amalgamated Company's share capital of [000] divided into [000] shares of which [000] shares have been issued and [000] shares have been reserved for issue;

2.2 the Amalgamated Company's share capital of [000] divided into [000] shares of which [000] shares have been issued and [000] shares have been reserved for issue;

the Amalgamated Company's share capital of [000] divided into [000] shares of which [000] shares have been issued and [000] shares have been reserved for issue;

### 3. Vesting of Undertakings

3.1 With effect from the date of completion of the Amalgamation, all the assets, rights and liabilities of the Amalgamated Company shall stand transferred to and vest in the Amalgamated Company without any further action so as to become the property of the Amalgamated Company.

all the assets, rights and liabilities of the Amalgamated Company shall stand transferred to and vest in the Amalgamated Company without any further action so as to become the property of the Amalgamated Company.

3.2 In respect of all assets, rights and liabilities in hand or outstanding at the date of completion of the Amalgamation, the Amalgamated Company shall be bound to pay the same by manual delivery or by endorsement of the relevant documents to the Amalgamated Company.

the Amalgamated Company shall be bound to pay the same by manual delivery or by endorsement of the relevant documents to the Amalgamated Company.

3.3 In respect of all debts, liabilities, advances, claims and other amounts due to or in favour of the Amalgamated Company, the Amalgamated Company shall be bound to pay the same to or for value to be received, bank

all debts, liabilities, advances, claims and other amounts due to or in favour of the Amalgamated Company, the Amalgamated Company shall be bound to pay the same to or for value to be received, bank

3.3.1 The Amalgamated Company shall give notice to each party as the case may be of the completion of the Scheme by the Amalgamated Company, and all debts, advances, etc. be paid or recovered by the Amalgamated Company; and

the Amalgamated Company shall give notice to each party as the case may be of the completion of the Scheme by the Amalgamated Company, and all debts, advances, etc. be paid or recovered by the Amalgamated Company; and

3.3.2 That the Amalgamated Company shall be bound to recover or realize the same

the Amalgamated Company shall be bound to recover or realize the same

3.3.3 That the Amalgamated Company shall be bound to recover or realize the same

the Amalgamated Company shall be bound to recover or realize the same

### 4. Accounting

4.1 On the Scheme account for

Amalgamating Company shall hereunder:

4.1.1 All the books of the Amalgamated Company and be

the books of the Amalgamated Company and be appearing in the records of the

4.1.2 The Profit and Loss Account of the Amalgamated Company merged with those of the Amalgamated Company in the manner as they appear in the Amalgamated Company.

Profit and Loss Account of the merged with those of the manner as they appear in the Amalgamated Company.

4.1.3 The Amalgamated Company shall be reflected in the

Amalgamated Company shall be reflected in the

**5. Contracts, Deeds**

All contracts, deeds or instruments of whatsoever nature, to which the Amalgamated Company was immediately before the Effective Date a party there against or in favor of the Amalgamated Company shall remain in full force and effect as if it had at all material times been a party there

instruments of whatsoever nature, to which the Amalgamated Company was immediately before the Effective Date a party there against or in favor of the Amalgamated Company shall remain in full force and effect as if it had at all material times

**6. Date when the scheme becomes effective**

The Scheme, though the Effective Date.

shall be effective from the Effective Date.

**7. Conduct of business**

With effect from the Effective Date, the Amalgamated Company shall

including the Effective Date, the Amalgamated Company shall

7.1 Carry on and manage the business of the Amalgamated Company as if it were the sole proprietor thereof and shall not alienate, or dispose of any part thereof except in the ordinary course of business.

7.1 Carry on and manage the business of the Amalgamated Company as if it were the sole proprietor thereof and shall not alienate, or dispose of any part thereof except in the ordinary course of business.

7.2 Carry on its business and shall not alienate, or dispose of any part thereof except in the ordinary course of business.

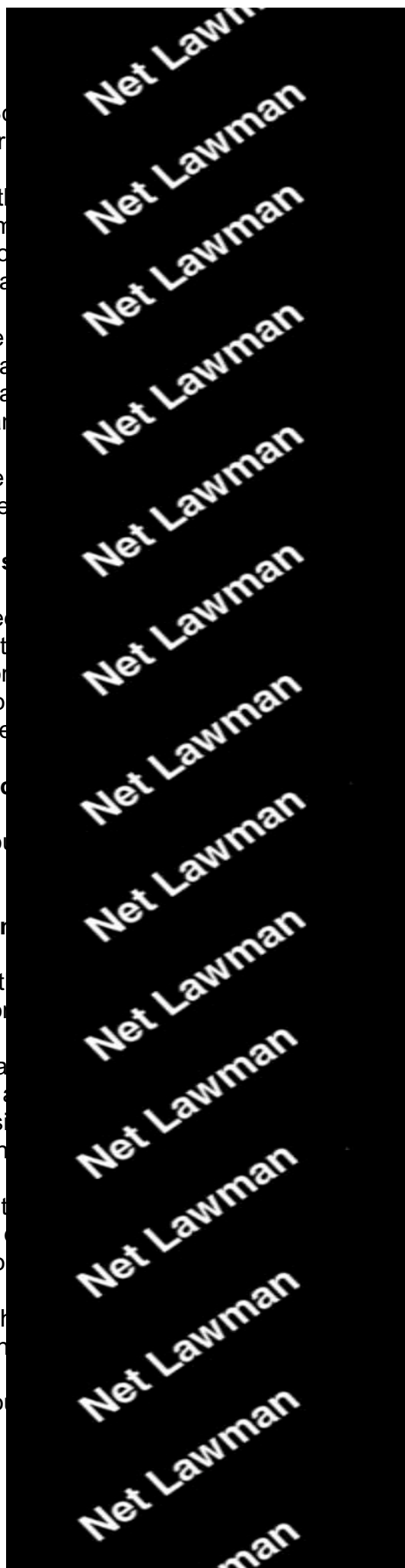
7.2 Carry on its business and shall not alienate, or dispose of any part thereof except in the ordinary course of business.

7.3 Not vary the number of its permanent employees except in the ordinary course of business.

7.3 Not vary the number of its permanent employees except in the ordinary course of business.

7.4 Not, without the prior written consent of the Amalgamating Company, undertake any expansion of the existing business.

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