

EXTRA-ORDINARY GENERAL MEETING - 2018



**Anchor Tower**

108, Bir Uttam C. R. Datta Road, Dhaka-1205, Bangladesh  
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কে এন্ড কিউ (বাংলাদেশ) লিঃ  
KAY & QUE (BANGLADESH) LTD.

Date : 24th September 2018

All the Valued Shareholders

Dear Sir,

As per Direction of Hon'ble High Court Division of the Supreme Court of Bangladesh in Company Matter No. 256 of 2018, we are pleased to enclose herewith the Notice of Extra-ordinary General Meeting of Kay & Que (Bangladesh) Limited and the draft Scheme of Amalgamation of MultiSourcing Limited with Kay & Que (Bangladesh) Limited for consideration and approval of the shareholders in the Extra-Ordinary General Meeting to be held at 11:30 am on Wednesday, 17th October 2018 at Hotel Sundarban, 112 Bir Uttam C.R. Dutta Road, Dhaka-1205.

All the shareholders of the Company are requested to make it convenient to attend the meeting in time.

Sincerely yours,

Sd/-

**Partha Protim Das** ACS  
Company Secretary

Enclosed:

- Notice of Extra-Ordinary General Meeting (EGM).
- Scheme of Amalgamation.
- Proxy Form.



Date : 24th September 2018

## NOTICE OF EXTRA-ORDINARY GENERAL MEETING

As per Direction of Hon'ble High Court Division of the Supreme Court of Bangladesh in Company Matter No. 256 of 2018, Notice is hereby given that, an Extra-Ordinary General Meeting (EGM) of the Shareholders of the Kay & Que (Bangladesh) Limited will be held on Wednesday, 17th October 2018 at 11:30 am at Hotel Sundarban, 112 Bir Uttam C.R. Dutta Road, Dhaka-1205 to transact the following businesses:

**“To consider approval, with or without modification, of the Scheme of Amalgamation for amalgamation of MultiSourcing Limited with Kay & Que (Bangladesh) Limited as per section 228(2) of the Companies Act, 1994.”**

All the shareholders of the Company are requested to make it convenient to attend the meeting in time.

Copy of the Scheme of Amalgamation can be inspected by the shareholders in the registered office of the Company at Anchor Tower, 108 Bir Uttam C.R. Dutta Road, Dhaka-1205 during office hours.

By order of the Board.

Sd/-

**Partha Protim Das** ACS  
Company Secretary

সেপ্টেম্বর ২৪, ২০১৮

## অতিরিক্ত সাধারণ সভার নোটিশ

এতদ্বারা সকল শেয়ারহোল্ডাগণের সদয় অবগতির জন্য জানানো যাচ্ছে যে, বাংলাদেশ সুপ্রিম কোর্টের মহামান্য হাইকোর্ট বিভাগ কর্তৃক কোম্পানি বিষয় নং ২৫৬/২০১৮ তে প্রদত্ত নির্দেশনা অনুযায়ী বিজ্ঞপ্তি প্রদান করা যাচ্ছে যে, কে এন্ড কিউ (বাংলাদেশ) লিমিটেড-এর শেয়ারহোল্ডাগণের এক অতিরিক্ত সাধারণ সভা আগামী ১৭ই অক্টোবর, ২০১৮ বুধবার বেলা ১১ঃ৩০ ঘটিকায় হোটেল সুন্দরবন, ১১২, সি. আর. দত্ত রোড, ঢাকা-১২০৫ এ নিম্নোক্ত কার্যাবলী সম্পাদনের জন্য অনুষ্ঠিত হবেঃ

“১৯৯৪ সালের কোম্পানি আইনের ২২৮(২) ধারা অনুযায়ী কে এন্ড কিউ (বাংলাদেশ) লিমিটেড-এর সাথে মাল্টিসোর্সিং লিমিটেড-এর একীভূতকরণ স্কীম, সংশোধনীসহ অথবা ব্যতীত, বিবেচনা ও অনুমোদন।”

কোম্পানির সম্মানিত সকল শেয়ারহোল্ডারগণকে উক্ত সভায় উপস্থিত থাকার জন্য বিশেষভাবে অনুরোধ করা হলো।

একীভূতকরণ স্কীমের কপি পরিদর্শনের জন্য কোম্পানির নিবন্ধিত ঠিকানাঃ এ্যাংকর টাওয়ার, ১০৮ বীর উত্তম সি.আর.দত্ত রোড, ঢাকা-১২০৫ এ অফিস চলাকালীন সময়ে সকল শেয়ারহোল্ডাগণের জন্য উন্মুক্ত থাকবে।

পরিচালনা পর্ষদের আদেশক্রমে,

স্বাঃ/-

পার্থ প্রতিম দাশ এসিএস

কোম্পানি সচিব

**SCHEME OF AMALGAMATION OF**  
**MULTISOURCING LIMITED**  
**(TRANSFEROR COMPANY)**  
**WITH**  
**KAY & QUE (BANGLADESH) LIMITED**  
**(TRANSFeree COMPANY)**

**A. PART I – GENERAL:**

1. The Scheme of Amalgamation (hereinafter referred to as the “Scheme”) provides for the amalgamation of MultiSourcing Limited with Kay &Que (Bangladesh) Limited pursuant to Section 228 and 229 of the Company Act, 1994 and other related provisions of this Act.
2. In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the following meanings:
  - a) “The Act” means the Companies Act, 1994 including any amendments thereof.
  - b) “Appointed Date” means 01.01.2018.
  - c) “Assets” or “Undertaking” means and includes, but not limited to, all the undertakings, the entire businesses, all the properties (whether movable or immovable; tangible or intangible), lands, buildings, plants and machinery, capital works in progress, furniture, fixtures, office equipment, appliances, vehicles, other fixed assets, all stocks, investment of all kinds (including shares, scripts, debentures, or bonds), advances, deposits, prepayments, debtors, receivables, cash, balances with banks on any deposit or other accounts, financial assets, leases, tenancies, contingent rights or benefits, agreements, contracts, powers, approvals, allotments, authorities, permits, consents, quotas, rights, entitlements, licenses (industrial or otherwise) or any other benefits, patents, trademarks, copyrights, and other intellectual property rights, rights to use and avail of telephones, telexes, facsimiles, email, internet connection and installations, utilities, electricity and other services, all files, records, papers, manuals, programs, software, data, catalogues, sales and advertising materials, and other records, whether in Bangladesh or abroad.
  - d) “Effective Date” or “Coming into effect of this Scheme” or “effectiveness of this Scheme” means the day so decided by the Board of Directors of the Transferee Company and Transferor Company.
  - e) “Transferee Company” means Kay &Que (Bangladesh) Limited, a listed public company limited by shares bearing Registration No. C-11555 dated 19.01.1984, incorporated under the Companies Act,

1994 and having its registered office at Anchor Tower, 108 Bir Uttam CR Dutta Road, Dhaka-1205. The shares of the Transferee Company is listed in the Dhaka Stock Exchange Ltd. dated: 09.09.1996 and Chittagong Stock Exchanges Ltd. dated: 20.01.1997 Factory of the Transferee Company is located in Dhakkinpara, Dhamrai, Dhaka.

- f) “Transferor Company” means MultiSourcing Limited, a private company limited by shares bearing Registration No. C-67422(4914)/07 dated 25.06.2007, incorporated under the Companies Act, 1994 and having its registered office at Anchor Tower, 108 Bir Uttam C.R. Dutta Road, Dhaka-1205.

## **B. PART II – BACKGROUND:**

3. The Transferee Company was incorporated for production of “Carbon Rod” for Dry Cell battery and “Alkatra” as their by-products as Unit-1 and Unit-2. The Transferee Company also carried out business of packaging of Pesticide as Unit-3 and CNG Station as Unit-4. In the Year 2011 the Extruder Machine of Unit-1 collapsed and was needed replacement, however the manufacturer of the machine stopped its production hence the same could not be replaced. Further, due to the declination of demand of Dry Cell Batteries and Alkatra and lacking any distribution channel, the Transferee Company had to shut down the Unit-3 (Pesticide Packaging Unit). The Transferee Company is also authorized to carry on any other business, whether, manufacturing or otherwise which may seem to the Company capable of being conveniently carried on in connection with any of the objects or calculated, directly or indirectly, to enhance the value of or render profitable any of the Company’s property or rights. The Transferee Company is a listed public limited company. The equity shares of the Company are listed in the Dhaka Stock Exchange Ltd. since 09.09.1996 and Chittagong Stock Exchange Ltd. since 20.01.1997. The Transferor Company carries on the business in relation to information communication technology pertaining to researching, creating, manufacturing and distributing software components, hardware components such as communication equipments, computer equipments, video communication equipments and all other related and ancillary business or trade. Further, the Transferor Company is also authorized to carry on any other business, which may seem to the Company capable of being conveniently carried on in connection with any of the above or calculated directly or indirectly to enhance the value or surrender value of any of the company’s property or rights.
4. Both the Transferor and Transferee Companies are presently enjoying the progression of their net profit but due to separate management, administration, production and others, the improvement cannot be made as expected and as such the management of both the companies have decided to amalgamate the Companies for the benefit of its business.

## **C. PART III – RATIONALE OF THE AMALGAMATION**

5. The amalgamation of the Transferor Company with the Transferee Company is in the interest of the shareholders, creditors, employees and all concerned, amongst others, for the following reasons:

- a) The Transferor and Transferee Companies have common shareholding and common top management and common Directors. For better and efficient administration and to minimize the administrative costs and maximize profit so as to achieve better economies of scale, it is beneficial that the businesses of these two Companies are managed together under one management of a single company. This will result in a horizontal integration and as a consequence save considerable costs.
- b) The proposed amalgamation will strengthen the financial standing of the amalgamated company, including reduction in overhead expenses, efficient and more productive utilization of employees and other resources which shall result in the business of the Transferor and Transferee Companies to be carried out more economically and profitably.
- c) The proposed amalgamation will enable the said two Companies to rationalize and streamline their finance and management and will equip them to face the increasing competition in the market place and explore new businesses and technologies in line with global trend. This will also increase possibilities for deeper product diversity where needed.
- d) Area of business of the Transferor Company shall be properly, gainfully and efficiently utilized and may be upgraded with new technology. The up gradation of the plant and machineries and induction of new technology would augment the asset base and thereby resulting in the optimal utilization of the resources and greater revenue inflow.
- e) The Transferee Company will have potentials to revise earning per share resulting in maximizing shareholders wealth.
- f) The proposed amalgamation will create greater value for the shareholders, creditors and employees than could be delivered as separate companies.
- g) The interest of the existing employees of the Transferor Company shall be protected with continuity of employment, better utilization of manpower and an opportunity for enhancement of technical knowledge and expertise being provided.
- h) The Scheme of Amalgamation is in line with global trends, for achieving scale, size, integration and enhanced financial strength and flexibility to pursue future growth opportunities in an increasingly competitive environment. The amalgamated company is likely to achieve higher long-term financial returns than could be achieved by the Transferor or Transferee Company individually.
- i) The amalgamated Company will offer a strong financial structure to all creditors including the creditors of the Transferor Company.
- j) The Synergies created by the merger may lower the cost of borrowing, increases operational efficiency and integrate marketing functions.



#### D. PART IV – SHARE:

6. The share capital of the Transferee Company as of 14<sup>th</sup> December 2017 is as under:

a) Authorized:	(Taka)
<u>10,00,00,000 Ordinary Shares of Tk.10.00 each</u>	<u>100,00,00,000.00</u>

b) Subscribed and Paid-up:	(Taka)
<u>49,02,530 Ordinary Shares of Tk.10.00 each</u>	<u>4,90,25,300.00</u>

7. The share capital of the Transferor Company as of 21<sup>st</sup> October 2017 is as under:

a) Authorized:	(Taka)
<u>1,00,00,000 Ordinary Shares of Tk. 100.00 each</u>	<u>100,00,00,000.00</u>

b) Subscribed and Paid-up:	(Taka)
<u>821,286 Ordinary Shares of Tk.100.00 each</u>	<u>82,128,600.00</u>

#### E. PART V – TRANSFER AND VESTING:

8. Upon the coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions of this Scheme:

- a) Undertaking of the Transferor Company shall, pursuant to Section 229(2) of the Act, without any further act, instrument or deed, permission, approval or consent of any authority, be and stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in the Transferee Company as a going concern so as to become as and from the Appointed Date, the assets, rights, title, interests and authorities and undertakings of the Transferee Company.
- b) Without prejudice to Sub-clause (a) above, in respect of such of the assets of the Undertaking as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and/ or delivery, the same may be so transferred by the Transferor Company and upon such transfer, become the property, assets, rights, title, interest, and authorities of the Transferee Company.
- c) All the assets, rights, interests, licenses, permits, registrations, quotas, approvals, sanctions, permissions, incentives, loans, subsidies, concessions, grants, rights, claims, Leases, tenancies and other benefits or privileges enjoyed or conferred upon held or availed of by and all rights and benefits that have accrued, which may accrue to the Transferor Company shall, pursuant to the provisions of Section 229(2) of the Act, without any further act, instrument or deed, permission, approval or consent of any authority, be and stand transferred to and vested in and available to the Transferee Company so as to become as and from the Appointed Date the licenses, permits, registrations, quotas, approvals, sanctions, incentives, loans, subsidies, concessions, grants, rights, claims, leases, tenancies and other benefits or privileges of the Transferee Company

and shall remain valid, effective and enforceable on the same terms and conditions to the extent permissible under law. It is hereby clarified that all inter party transactions between any/or all of the Transferor Company and Transferee Company shall be considered as intra party transactions for all purposes from the Appointed Date.

- d) All the assets, rights, interests, licenses, permits, quotas, approvals, permissions, incentives, loans, subsidies, concessions, grants, claims, leases, tenancies and other benefits or privileges enjoyed or conferred upon or held or availed of by and all rights and benefits that have accrued, which may accrue to the Transferor Company after the Appointed Date and prior to the Effective Date in connection with or in relation to the Undertaking shall, pursuant to the provisions of Section 229(2) of the Act, without any further act, instrument or deed, permission, approval or consent of any authority, be and stand transferred to and vested in or deemed to have been transferred to and vested in and available to the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions to the extent permissible under law.

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

- a) All secured and unsecured debts (whether in Taka or in foreign currencies), all liabilities, duties and obligations of the Transferor Company along with any charge, encumbrance, lien or security thereon (hereinafter referred to as the "said Liabilities") shall pursuant to the provisions of Section 229(2) of the Act, without any further Act, instrument or deed, be and stand transferred to and vested in or deemed to have been transferred to and vested in, so as to become the debts, liabilities, duties, and obligations of the Transferee Company, and further that it shall not be necessary to obtain the consent of any third party or other person or any regulators who is party to any contract or arrangement by virtue of such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause. It is clarified that in so far as the assets of the Transferor Company are concerned, the security or charge over such assets or any part thereof, relating to any loans, debentures or borrowings of the Transferor Company, shall, without any further act or deed, continue to relate such assets or any part thereof, after the Effective Date and shall relate to or be available as security in relation to any, or any part of, the assets of the Transferee Company, save to the extent warranted by the terms of the existing security arrangements to which any of/ or the Transferor Company and the Transferee Company are party, and consistent with the joint obligations assumed by them under such arrangement.
- b) (i) All debenture, bonds, notes or other debt securities of the Transferor Company, whether convertible into shares or otherwise (hereinafter referred to as "the Transferor Company's Securities"), shall, pursuant to the provision of section 229(2) of the Act, without any further act, instrument or deed become securities of the Transferee Company and all rights, powers, duties and obligations in relation thereto shall be and stand transferred to and vested in or deemed to have been transferred to and vested in and shall be exercised by or against the Transferee Company as if it were the Transferor Company in respect of the Transferor Company Securities so transferred.

(ii) Loans, advances and other obligations (including any guarantees, letters of credit or any other instruments or arrangements which may give rise to contingent liabilities in any form), if any, due or which may at any time in future become due between the Transferor Company and the Transferee Company shall stand discharged and there shall be no liability in that behalf on either party.

(iii) Any debenture or notes or other debt securities, if any, issued by the Transferor Company and held by the Transferee Company, and vice versa, shall, unless sold or transferred by the Transferor Company or the Transferee Company, as the case may be, at any time prior to the Effective Date, stand cancelled as on the Effective Date, and shall be of no legal effect and the Transferor Company or the Transferee Company, as the case may be, shall have no further obligation in that behalf.

C) (i) Where any of the liabilities and obligations of the Transferor Company as on the Appointed Date transferred to the Transferee Company have been discharged by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharged shall be deemed to have been for and on account of the Transferee Company.

(ii) All loans raised and utilized and all debts, duties, Undertakings, liabilities and obligations incurred or undertaken by the Transferor Company relation to or in connection with the Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon coming into effect of this Scheme, pursuant to the provisions of Section 229(2) of the Act, without any further act, instrument or deed, permission approval or consent of any authority, be and stand transferred to and vested in and/or be deemed to have been transferred to or vested in the Transferee Company and shall become the debt, duties, undertakings, liabilities and obligations of the Transferee Company which shall meet discharged and satisfy the same.

(iii) All assets, rights, titles, interests and authorities accrued to and/or acquired by the Transferor Company in relation to or in connection with the Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been accrued to and/or acquired for and on behalf of the Transferee Company and shall, upon coming into effect of this Scheme, pursuant to the provisions of Section 229(2) of the Act, without any further act, instrument or deed, permission, approval or consent of any authority, be and stand transferred to and vested in and/or be deemed to have been transferred to or vested in the Transferee Company to that extent and shall become the assets, rights, title, interests and authorities of the Transferee Company.

10. Upon the coming into effect of this Scheme, and subject to the provisions of this Scheme:

a) All contracts, deeds, bonds, agreements, guarantees, arrangements and other instruments (including all tenancies, leases, licenses and other assurances in favor of the Transferor Company or powers or authorities granted by or to it) of whatsoever nature to which the Transferor

Company is a party or to the benefit of which the Transferor Company may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall, without any further act, instrument or deed, be, in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto. The Transferee Company shall, at any time prior to the Effective Date, wherever necessary, enter into, and/or issue and/or execute deeds, writings, confirmations, any tripartite arrangements or notations to which the Transferor Company will, if necessary, also be a party in order to give formal effect to the provisions of this Clause.

- b) The Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, enter into, issue or execute deeds, writings, confirmations, any tripartite arrangements, notations, declarations or other documents with, or in favour of any party to any contract or arrangement to which the Transferor Company is a party or any contract or arrangement to which the Transferor Company is a party or any writing as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall be deemed to be authorized to execute any such writings on behalf of the Transferor Company to carry out or perform all such formalities or compliances required for the purposes referred to above on the part of the Transferor Company.
- c) The Transferee Company shall be entitled to the benefit of all insurance policies, if any, issued in respect of the Transferor Company and the name of the Transferee Company, shall be substituted as "Insured" in the policy as if the Transferee Company was initially a party.

11. Upon the coming into effect of this Scheme:

- a) All suits, actions and proceedings by or against the Transferor Company pending and/ or arising on or before the Effective Date shall be continued and be enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been pending and/ or arising by or against the Transferee Company.
- b) The Transferee Company undertakes to transfer all legal or other proceedings initiated by or against the Transferor Company, referred to in Sub-Clause (a) above, to its name and to have the same continued, prosecuted, defended and enforced by or against the Transferee Company.

12. Upon the coming into effect of this Scheme:

- a) All employees of the Transferor Company in service on the Effective Date shall become the employees of the Transferee Company on such date without any break or interruption in service and on such terms and conditions that were agreed between the employees and the Transferor Company. The Transferee Company undertakes to continue to abide by any agreements/settlement, if any, entered into by the Transferor Company with any employees. The position and hierarchy of the employees of Transferor Company in Transferee Company will be decided by the management of Transferee Company.

- b) The existing provident, gratuity or other employee-related funds created by the Transferor Company shall at an appropriate stage be transferred to the relevant funds of the Transferee Company and till such time shall be maintained separately. The Transferee Company undertakes to continue to abide by the provisions of any Trust Deeds of any such funds.

#### F. PART VI – TRANSACTION BETWEEN APPOINTED DATE AND EFFECTIVE DATE

13. With effect from the Appointed Date and up to the Effective Date:

- a) The Transferor Company shall carry on and shall be deemed to have carried on all its business and activities as hitherto and shall hold and stand possessed if and shall be deemed to have held and stood possessed of the Undertaking on account of, and for the benefit of and in trust for, the Transferee Company.
- b) All the profits of incomes accruing or arising to the Transferor Company, or expenditures or losses arising or incurred (including the effect of taxes, if any, thereon) by the Transferor Company shall, for all purposes, be treated and be deemed to be and accrue as the profits or incomes or expenditures or taxes of the Transferee Company, as the case may be.
- c) Notwithstanding anything contained in sub-clause (a) and (b) above, import of capital machineries and raw materials by the Transferor Company under cover of LCA, Letter of Credit and Statutory Regulatory Orders (SROs) issued from time to time under the provisions of the Customs Act, 1969 after the Appointed Date and prior to the Effective Date shall stand transferred to and vested in or deemed to have been transferred to and vested in and available to the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions to the extent permissible under the Customs Act, 1969.

#### G. PART VII – RE-ORGANIZATION OF CAPITAL:

- 14. Upon the coming into effect of this Scheme and in consideration of the transfer of and vesting of the undertaking and the liabilities of the Transferor Company in the Transferee Company in terms of this Scheme, the Transferee Company shall, without any further application, act, instrument or deed, issue and allot to the ordinary shareholders of the Transferor Company whose names are recorded in the Register of Members (the “Members”) on a date (hereinafter referred to as the “**Record Date**”) to be fixed by the Board of Directors of the Transferee Company, ordinary shares of the Transferee Company of the face value of Tk. 10.00 (Taka ten) each, credited as fully paid-up, in the ratio of 2.08 (Two Point Zero Eight) ordinary share in the Transferee Company for every 1 (One) ordinary shares of the face value of Tk. 100.00 (Taka one hundred) each held in the Transferor Company. The said determination of the transfer price has been vetted and certified by M/s. Malek Siddiqui Wali, Independent Chartered Accountants.
- 15. No certificate(s) shall be issued in respect of fractional entitlements, if any, by the Transferee Company, to which the Members may be entitled on issue and allotment of shares of the

Transferee Company as aforesaid in Clause 14 above. The Board of Directors of the Transferee Company shall, instead consolidate all such fractional entitlements and thereupon issue and allot share in lieu thereof the Company Secretary or such persons as the Board of Directors of the Transferee Company shall appoint in this behalf who shall hold the shares in trust on behalf of the Members entitled to fractional entitlements with the express understanding that the net sale proceeds thereof, whereupon the Transferee Company shall distribute such net sale proceeds to the Members in proportion to their respective fractional entitlements.

16. Ordinary shares issued and allotted by the Transferee Company in any terms of this Scheme shall be subject to the provisions of the Memorandum and Articles of Association of the Transferee Company and shall rank pari-passu in all respects with the then existing ordinary shares of the Transferee Company, including in respect of dividends, if any, that may declared by the Transferee Company, on or after the Effective date.
17. The members of Transferor Company will be issued ordinary shares of Tk. 10 (Taka ten) each by Transferee Company as fully paid up capital for Share Money Deposit amount as recorded against individual member's name on Appointed date.

#### H. PART VIII – GENERAL TERMS AND CONDITION:

18. With effect from the date of filing of this Scheme with the High Court Division of the Supreme Court of Bangladesh (hereinafter called the “**High Court**”) and up to and including the Effective Date, the Transferor Company and the Transferee Company shall be entitled to declare and pay dividends, whether interim or final, to their ordinary shareholders in respects of the accounting period after the Appointed Date and prior to the Effective Date.
19.
  - (a) Upon the coming into effect of this Scheme and with effect from the Appointed Date, for the purposes of accounting for and dealing with the value of the assets and liabilities of the Transferor Company in the Books of the Transferee Company, the assets and liabilities of the Transferor Company as appear in their respective audited financial statements as of the Appointed Date shall be accounted.
  - (b) Upon the coming into effect of this Scheme and with effect from the Appointed Date, for the purposes of accounting for and dealing with inter company transaction balance between Transferor Company and Transferee company in the books of Transferee Company will be eliminated while consolidating accounts with Transferor Company. Unrealized profit, if any exists in the books of Transferee Company will be eliminated.
  - (c) Any excess of the net assets of the Transferor Company over the paid-up value of the shares to be issued and allotted by the Transferee Company pursuant to this Scheme shall be transferred and credited to the “Capital Reserve” in the books of the Transferee Company.

20. The Board of Directors of the Transferor Company and the Transferee Company may assent on behalf of all concerned from time to time to any modifications or amendments or additions to this Scheme or to any conditions, which the High Court may under law think fit to approve or impose; and may do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect or to waive any of those (to the extent permissible under the law) for bringing this Scheme into effect.
21. If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the mutual agreement of the Transferor Company and the Transferee Company, affect the validity or implementation of the other parts and/or provisions of this Scheme.
22. This Scheme is conditional upon and subject to the sanction of the Scheme by the High Court under Section 228 read with Section 229 of the Act; and to requisite orders made by the High Court pursuant to Section 228 read with Section 229 of the Act for amalgamation of the Transferor Company with the Transferee Company and for implementation of this Scheme. The aforementioned amalgamation shall be, and deemed to have been effective on the date the certified copy of the Order made by the High Court is filed with Registrar of Joint Stock Companies and Firms, Dhaka, Bangladesh.
23. Upon the coming into effect of this Scheme, the Transferor Company shall stand dissolved, without being wound up from the Appointed Date; and the Undertaking of the Transferor Company shall be amalgamated with that of the Transferee Company, which will continue to operate as a going concern.
24. All costs, charges and expenses, including any taxes and duties of the Transferor Company and the Transferee Company respectively in relation to or in connection with this Scheme and incidental to the completion of the amalgamation of the Transferor Company in pursuance of this Scheme shall be borne and paid by the Transferee Company.

## Kay & Que (Bangladesh) Limited

Registered Office "Anchor Tower"  
108, Bir Uttam C.R. Dutta Road, Dhaka-1205

### Proxy Form

I/We ..... of .....  
..... being Member of Kay & Que (Bangladesh) Limited do here by appoint Mr./Ms .....  
..... of .....  
..... as my/our PROXY to attend and vote on my/our behalf at the  
Extra-Ordinary General Meeting (EGM) of the company to be held at 11:30 am on Wednesday, October 17, 2018 at  
Hotel Sundarban, 112, Bir Uttam C.R. Dutta Road, Dhaka-1205 and at any adjournment thereof.

Signed this ..... day of ..... 2018.

Signature of the Member(s)

Signature of the PROXY

No. of Shares holds: .....

BO ID/ Folio No.																				
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Revenue Stamp  
Tk.20/-

#### Notes:

- The Proxy Form, duly filled and stamped, must be deposited at the company's Registered Office not later than 72 hours before commencement of the EGM.
- Signature of the Member(s) must be in accordance with the Specimen Signature recorded with the Company

Signature Verified by

Authorized Signatory of the Company

## Kay & Que (Bangladesh) Limited

Registered Office "Anchor Tower"  
108, Bir Uttam C.R. Dutta Road, Dhaka-1205

### Attendance Slip

I/We do hereby record my/our attendance at the Extra-Ordinary General Meeting of the Company being held at 11:30  
am on Wednesday, October 17, 2018 at Hotel Sundarban, 112, Bir Uttam C.R. Dutta Road, Dhaka-1205

Name of the Member/ Proxy																				
BO ID/Folio No.																				

Signature Verified by

Signature of the Member/Proxy

Authorized Signatory of the Company

Note: Please present this Attendance Slip at the registration counter on the EGM date before the commencement.



