



B.R.R. Guardian Modaraba
(An Islamic Financial Institution)

Mr. Wasim A. Sattar
Senior Manager, Listing Department
Pakistan Stock Exchange Limited
Stock Exchange Building
Stock Exchange Road
Karachi

May 24, 2022

Subject: **Material information-Merger of BRR Guardian Modaraba with and into BRR Guardian Limited**

Dear Sir,

With reference to your letter No. PSX/C-535-487 dated March 9, 2022 on the noted subject and would like to inform / provide the following information as desired by you which are as under :

1. Scheme of Arrangement and Statement of Information duly approved by the Certificate Holders attached as per Annexure -I
2. The Notice of Certificate Holders of Modaraba which has already been submitted as on April 28, 2022, However same is attached as per Annexure-II
3. 3 Printed Copies of Scheme of Arrangement for PSX's record as per Annexure-III
4. The Certified True copy of Resolution of Certificate Holders which has already been submitted as on May 23, 2022, same is attached as per Annexure-IV.
5. The Copy of Approval of Registrar Modaraba which has already been submitted as on March 29, 2022, However same is attached as per Annexure-V
6. The Certified True Copy of order of the Court Order sanctioning the Scheme of Arrangement will be furnished as and when passed by the Honorable High Court of Sindh.

Considering above documents in line with PSX and once the Order of The Sindh High Court the BRR Guardian Modaraba merged by way of Amalgamation with and into BRR Guardian Limited and BRR Guardian limited will be deemed to be listed and retain the Symbol "BRR".

Kindly acknowledge the receipt and oblige.

Yours truly,

Tahir Mehmood
Company Secretary

**SCHEME OF ARRANGEMENT
UNDER SECTIONS 279 TO 283 OF THE
COMPANIES ACT, 2017
FOR
AMALGAMATION
OF
BRR GUARDIAN MODARABA
WITH AND INTO
B.R.R. GUARDIAN LIMITED**



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**UNDER SECTIONS 279, 280, 281, 282 and 283
READ WITH SECTION 505 AND SRO 840(I) OF AUGUST 17, 2017
OF THE COMPANIES ACT XIX of 2017
(Hereinafter referred to as the "ACT")**

ENTERED INTO BY AND BETWEEN

B.R.R. INVESTMENT (PRIVATE) LIMITED, a company incorporated under the laws of Pakistan and registered as a modaraba company under Modaraba Companies and Modaraba (Floatation and Control) Ordinance, 1980 and having its registered office at 18th Floor, B.R.R Tower, Hassan Ali Street Off I. I. Chundrigar Road, Karachi-74000 (hereinafter referred to as "BIL");

And

BRR GUARDIAN LIMITED, a company incorporated under the laws of Pakistan and registered as a Limited company under Companies Act, 2017 and having its registered office at 20th Floor, B.R.R Tower, Hassan Ali Street Off I. I. Chundrigar Road, Karachi-74000 (hereinafter referred to as "BRRGL");

And

B.R.R. GUARDIAN MODARABA, a modaraba floated under the Modaraba Companies and Modarabas (Flotation and Control) Ordinance 1980 (XXXI of 1980) managed by BIL (hereinafter referred to as the "BRRGM");

And

FOR AMALGAMATION OF BRR GUARDIAN MODARABA WITH AND INTO BRR GUARDIAN LIMITED

RECITALS

WHEREAS it is proposed that the entire undertaking comprising of all of the Assets, Liabilities and Obligations (as hereinafter defined) of BRRGM at the Effective Date (as hereinafter defined) shall stand transferred to and be vested in and assumed by BRRGL and BRRGM shall be dissolved without winding-up;

AND WHEREAS the Registrar Modarabas, the Securities and Exchange Commission of Pakistan has granted approval for the proposed amalgamation of BRRGM into BRRGL;

AND WHEREAS this Scheme, if sanctioned by the Court by an order passed in this behalf, is to be binding on BRRGM and BRRGL, Certificate Holders of BRRGM, Shareholders of BRRGL, Creditors of BRRGM and the Creditors of BRRGL (if any)



BENEFITS OF THIS SCHEME

Synergies

- i. Having voting rights and minority representation on the Board in merged entity.
- ii. To save the management fee @10% and 13% sales tax from the merged entity.
- iii. Enable the management/staff to utilize their experience/expertise in the real estate development like 20 story building namely "BRR Tower".
- iv. To continue with maintenance/service of its profitable segment "Security Vault"
- v. Enable for a company to Borrow and therefore leverage growth.
- v. Merged entity would also in turn improve future growth prospects and the management's ability to undertake large assignments and will also help through singular operations, accounts, treasury and MIS department with one set of management and staff, to save management fee and thus resulting in substantial cost savings and economies of scales leading to enhanced profitability.

BRRGM is multi purpose modarabas and BRRGL the principle line of business of the company shall be marketing and development of all type of real estate including developed or undeveloped land, housing or commercial projects including commercial markets or multistoried building (for commercial or residential purposes), shopping centers, restaurants, hotels, recreational facilities etc. with the permission of concerned authorities and compliance with applicable laws and regulations. The merger would give an opportunity to operate the New business thus resulting in economies of scales and improved utilization of new opportunities available under the law applicable to BRRGL with addition of the running of security vault and investment in securities and all lawful businesses are allowed to be undertaken by a company, subject to Shariah Principles applicable to Shariah Complained Company.

Further Merged entity would also in turn improve future growth prospects and the management's ability to undertake large assignments and will also help through singular operations, accounts, treasury and MIS department with one set of management and staff, to save management fee and thus resulting in substantial cost savings and economies of scales leading to enhanced profitability.

Increase in Risk Absorption Capacity

The larger financial size of the merged Company would enhance its risk absorption capacity thus an increased and improved capacity to manage the potential risks arising out of any adverse and uncertain operating environment. In the long run this factor would provide greater stability as well as sustainability in new operations under the umbrella of new laws applicable to BRRGL being Company under the Companies Act,2017.

Reduction in Administrative Costs

The merger would enable the merged entity to carry out its new businesses through singular operations, accounts, treasury and MIS department with one set of management and staff, thus resulting in substantial cost savings and economies of scales leading to enhanced profitability.

Single Corporate and Tax Reporting

The merger will make single corporate and tax reporting possible. It will entail elimination of maintenance of separate records for business operation, selling, purchasing, marketing, legal, administrative, and secretarial and other records under



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the various laws resulting in duplication of work and higher costs of human resource and operations.

NOW THEREFORE, this Scheme is presented as follows:

ARTICLE 1

DEFINITIONS

Unless the context requires otherwise, all capitalized terms in this Scheme shall have the meanings assigned to them below.

- 1.01 "ACT" means Companies Act, 2017
- 1.02 "Amalgamation" is defined in Section 4.01.
- 1.03 "Annexure A" List the names of each of the members of the board of directors of BIL.
- 1.04 "Annexure B" Certificate of Auditors for deposit of subscription amount in BRRGL, BRRGL newly incorporated company for the purpose of merger of BRRGM with and in BRRGL. Audited Accounts for the period ended December 31, 2021.
- 1.05 "Annexure C" Lists the particulars of each creditor of BRRGL.
- 1.06 "Annexure D" The audited accounts of BRRGM for the period ended December 31, 2021
- 1.07 "Annexure E" The particulars of each creditors of BRRGM
- 1.08 "Annexure F" Lists the names of each of the members of the board of directors of BRRGL.
- 1.09 "Annexure G" – Shariah Advisor Certificate is attached
- 1.10 "Annexure H" –Latest annual accounts of BIL For the year ended June 30, 2021.
- 1.11 "Assets" mean assets, properties and rights of every description and kind (whether present or future, actual or contingent, tangible or intangible) and includes properties held on trust and benefit of securities obtained from Customers, benefits, powers, rights, authorities, privileges, contracts, Government consents, sanctions and authorizations, including all registrations, licenses, permits, categories, entitlements, sanctions, permissions and benefits relating to the business, all trade marks, patents, copyrights, licenses, liberties, secret processes, know-how and confidential information. Without in any way limiting or prejudicing the generality of the foregoing, Assets shall include: (a) all properties, immovable and movable, real, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wheresoever situated belonging to BRRGM; (b) all choses-in-action, instruments, decretal amounts, bank and other accounts, cash balances, lease receivables, reserve funds, revenue balances, investments, loans, advances, guarantees, deposits,



prepayments, receivables, book debts, trade debts and all other rights and interest in and arising out of such property in the ownership, possession, power or control of BRRGM, whether legal or beneficial, whether within or out of Pakistan, and all books of accounts, registers, records and all other documents of whatever nature relating thereto; (c) all the connections and facilities for telecommunications, electricity and other installations, owned by, leased or licensed to BRRGM; (d) the Contingent Claims and proceeds realized from the Liquidation of the Contingent Claims.

- 1.09 "BIL" is defined in the Preamble.
- 1.10 "BRRGL" is defined in the Preamble.
- 1.11 "BRRGM" is defined in the Preamble
- 1.12 "Certificate Holders" means holders of Modaraba Certificates as defined in the Modaraba Ordinance.
- 1.13 "Certificate Holders of BRRGM" means the persons that are the registered modaraba certificate holders of BRRGM.
- 1.14 "Share Holders of BRRGL" means the persons that are the registered Share holders of BRRGL.
- 1.15 "Claim" means claim, counter-claim, demand or cause of action and includes a Contingent Claim.
- 1.16 "Contract" means any contract including musharika and morabaha, agreement(s), deed, instrument, letter or undertaking of every description, creating any obligations enforceable against the parties.
- 1.17 "Court" means the High Court of Sindh at Karachi.
- 1.18 "Customer" means any person having entered into a transaction, arrangement or other dealing with BRRGM.
- 1.19. "Contingent Claims" means any potential Claim that BRRGM may have against any person prior to the Effective Date which may not be disclosed or reflected as part of its Assets on its books or records.
- 1.20 "Creditors of BRRGL" means the creditors of BRRGL, as particularized in Annexure "C".
- 1.21 "Creditors of BRRGM" means the creditors of BRRGM, as particularized in Annexure "E".
- 1.22 "Effective Date" is defined in Article 5.
- 1.23 "Existing" means existing, outstanding or in force immediately prior to the Effective Date.
- 1.23 "Liabilities and /or Obligations" includes all borrowings, liabilities, duties, commitments and obligations of every description (whether



present or future, actual or contingent) arising out of any Contract or otherwise whatsoever and the term "Liabilities" and/or "Obligations" are used interchangeably and/or in conjunction with each other.

- 1.25 "Liquidation" means the release, compromise, satisfaction, settlement or reduction to judgment of any Claim by a competent court of law.
- 1.26 "Modaraba Ordinance" means the Modaraba Companies and Modaraba (Floatation & Control) Ordinance, 1980.
- 1.27 "Registrar" means the Registrar appointed under section 3 of the Modaraba Ordinance.
- 1.28 "Scheme" means this Scheme of Arrangement in its present form with any modification thereof or addition thereto approved or condition imposed by the Court.
- 1.29 "Security" or "Securities" means interest, right or title in and to any and all mortgages or charges (whether legal or equitable), debentures, bill of exchange, promissory note, guarantee, lien, pledge (whether actual or constructive), hypothecation, assignment by way of security, right of set-off, undertaking or other means of securing payment or discharge of any liabilities and obligations.

ARTICLE 2

THE CAPITAL

2.01 Capital of BRRGM:

The authorized modaraba capital of BRRGM is Rs. 1,400,000,000/- divided into 140,000,000 modaraba certificates of Rs. 10/- each, out of which 94,998,489 of Rs. 10/- each are currently issued modaraba certificates and fully paid up and remaining are un-issued.

2.02 Capital of BRRGL:

The authorized share capital of BRRGL is Rs. 100,000/- divided into 10,000 Ordinary Shares of Rs. 10/- each, out of which 10,000 Shares of Rs. 10 each are currently issued and fully paid up

2.03 Authorized Share Capital After Merger:

Consequent upon the Scheme becoming effective, the authorized capital of BRRGM of Rs. 1,400,000,000/- shall be merged and combined with the authorized capital of BRRGL of Rs. 100,000/- consequently the merged authorized share capital of BRRGL shall stand increased to Rs. 1,400,100,000/- divided into 140,010,000/- Ordinary Shares of Rs.10/- each.

Consequent upon the Scheme becoming effective, the Issued, subscribed and paid up capital of BRRGM of Rs. 949,984,890/- shall be



merged and combined with the currently issued, subscribed and paid up capital of BRRGL of Rs. 100,000/- and which shall consequently stand increased to Rs. 950,084,890/- divided into 95,008,489- Ordinary Shares of Rs. 10/- each calculated at a swap ratio of 1:1.

ARTICLE 3

DIRECTORS

3.01 Directors of BIL and BRRGL:

The present directors of BIL are as listed in Annexure A.
The present directors of BRRGL are as listed in Annexure F

3.02 Interest of the directors:

All the directors of BIL have interest in the Amalgamation to the extent of their respective certificate holdings in BRRGM. The effect of the Scheme on the interest of these directors does not differ from respective interest of other Certificate Holders of BRRGM.

The directors are also interested to the extent of remuneration and fringe benefits as per the policies of BRRGM/BRRGL.

ARTICLE 4

THE AMALGAMATION

4.01 General Description:

- (a) At the Effective Date BRRGM, as a going concern, shall be amalgamated with and vest in BRRGL upon the terms and conditions set forth in this Scheme (the "Amalgamation") and the post amalgamated BRRGL shall be deemed to be listed on Pakistan Stock Exchange and retain the Same Symbol "BRR"
- (b) BIL, which is the current management company of BRRGM, shall be surrender the registration being management company of floatation of Modaraba to the Registrar of Modaraba, Securities and Exchange Commission of Pakistan.
- (c) BRRGM shall be dissolved, without winding up, on the date on which the Ordinary Shares of BRRGL are allotted to the Certificates Holders of BRRGM or on such later date as the Court by order may prescribe.

4.02

Transfer of the Assets: At the Effective Date all the Assets of BRRGM shall immediately without any conveyance or transfer and without any further act or deed be vested in and become the undertaking and Assets of BRRGL, which shall have, hold and enjoy the same in its own right as fully as the same were possessed, held and enjoyed by BRRGM prior to the Amalgamation but transfer of the Assets shall be subject to all mortgages, charges or other encumbrances subsisting thereon (if any).



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- 4.03 **Transfer of Liabilities and Obligations:** At the Effective Date all the Liabilities and Obligations of BRRGM shall immediately and without any further act or deed be assumed by and become the Liabilities and Obligations of BRRGL, which shall pay, undertake, satisfy, discharge and perform, when due, all of the Liabilities and Obligations.
- 4.04 **BRRGL's Right to Execute Deeds:** Deeds, assignments or similar instruments to evidence the aforesaid transfer of Assets and/or assumption of Liabilities may, if required, at any time be executed by officers of BRRGL authorized in this regard.
- 4.05 **References to Assets and Liabilities and Obligations:** Any reference in this Scheme to Assets or Liabilities and Obligations of BRRGM is a reference to Assets or Liabilities and Obligations to which BRRGM is for the time being entitled or subject to (whether beneficially or in any fiduciary capacity) immediately preceding the Effective Date, wherever such Assets or Liabilities are situated or arise and whether or not capable of being transferred or assigned to or by BRRGM under any applicable law or instrument.
- 4.06 **Assets held in Trust, etc:** Any Asset vested in BRRGM which immediately before the Effective Date was held by BRRGM as trustee or custodian in the form of any trust deed, settlement, covenant, agreement or will or as executor of the will, or administrator of the estate, of a deceased person or as judicial trustee appointed by order of any court, or in any other fiduciary capacity, shall, on and from the Effective Date, be held by BRRGL in the same capacity upon the trusts, subject to the powers, provisions and Liabilities applicable thereto.
- 4.07 **Contracts:** Every Contract to which BRRGM is a party shall have effect on and from the Effective Date as if:
- (a) BRRGL had been a party thereto instead of BRRGM; and
 - (b) For any reference (however worded and whether express or implied) to BRRGM therein shall stand substituted, as respects anything falling to be done on or after the Effective Date, to a reference to BRRGL.
- 4.08 **Bank Accounts:** Any account/s maintained by BRRGM with any Bank or Financial Institution shall, at the Effective Date, become account(s) between BRRGL and such Bank or Financial Institution, subject to the same conditions and incidents as therefore; provided that nothing herein shall affect any right of BRRGL to vary the conditions or incidents subject to which any account is kept.
- 4.09 **Instructions:** Any existing instruction, order, direction, mandate, power of attorney, authority, undertaking or consent given to BRRGM in writing (whether or not in relation to an account) shall have effect, on and from the Effective Date, as if given to BRRGL.
- 4.10 **Negotiable Instruments:** Any negotiable instrument or order for payment of money drawn on or given to, or accepted or endorsed by, BRRGM, or payable at any place of business of BRRGM, whether so



drawn, given, accepted or endorsed before, on or after the Effective Date, shall have the same effect on and from the Effective Date, as if it had been drawn on, or given to, or accepted or endorsed by BRRGL, or were payable at the same place of business of BRRGL.

4.11

Custody of Documents: The custody of any document, record or goods held by BRRGM as bailee and duly recorded in their books, shall pass to BRRGL under any Contract of bailment relating to any such document, record or goods shall on that day become rights and obligations of BRRGL.

4.12

Securities:

- (a) Any Security held immediately before the Effective Date by BRRGM or by a nominee or agent of or trustee for BRRGM, as security for the payment or discharge of any liability and obligation of a Customer shall, on and from the Effective Date, be held by, or, as the case may require, by that nominee, agent or trustee for BRRGL and be available to BRRGL (whether for its own benefit or, as the case may be, for the benefit of any other person) as security for the payment or discharge of that liability and obligation.
- (b) In relation to any Security vested in BRRGL in accordance with provisions of this Scheme and any liabilities and obligations thereby secured, BRRGL shall be entitled to the rights and priorities to which BRRGM would have been entitled if it had continued to hold the Security.
- (c) Any Security referred to in the foregoing provisions of this paragraph which extends to future advances or liabilities shall, on and from the Effective Date, be available to BRRGL (whether for its own benefit or as the case may be, for the benefit of any other person) as security for the payment or discharge of future advances and future liabilities to the same extent and in the same manner in all respects as future advances by or liabilities to, BRRGM or, as the case may be, BRRGL were secured thereby immediately before that time.

4.13

Legal Proceedings: Where by virtue of this Scheme any right, Claim or Liability of BRRGM, becomes a right, Claim or Liability of BRRGL on and from the Effective Date, BRRGL shall have the same rights, claims, powers and remedies (and in particular the same rights, Claims and powers as to taking or resisting legal proceedings or making or resisting applications to any authority) for ascertaining, perfecting or enforcing that right, Claim or Liability as if it had at all times been a right, Claim or Liability of BRRGL, and any legal proceedings or application to any authority existing or pending immediately before the Effective Date by or against BRRGM may be continued by or against BRRGL.

4.14

Judgments: Any judgment or award obtained by or against BRRGM and not fully satisfied before the Effective Date shall at that time, to the extent to which it is enforceable by or against BRRGM, become enforceable by or against BRRGL.



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- 4.15 **Evidence:** All books and other documents which would, before the Effective Date, have been evidenced in respect of any matter, for or against BRRGM shall be admissible in evidence in respect of the same matter for or against BRRGL.
- 4.16. **Clarification:** The provisions contained in Sections 4.04 to 4.15 above are without prejudice to the generality of any other provisions in this Scheme, but subject to any provisions in this Scheme to the contrary effect.

ARTICLE 5

EFFECTIVE DATE

5. This Scheme shall become operative as soon as certified copy of an order of the Court under Section 279 of the Act, 2017 sanctioning the Scheme and making any necessary provisions under Section 282 of the Companies Act, 2017 have been filed with the Registrar of Companies, Karachi ("Completion Date"). When the Scheme becomes operative on the Completion Date, the Amalgamation in accordance with the Scheme will be treated as having effect from the close of business on June 30, 2022 or at such other date as may be stated by the Court ("Effective Date"). Accordingly, as from the Effective Date until the Assets and undertaking of BRRGM are actually transferred to and vested in BRRGL on the Completion Date, the business of BRRGM will be deemed to have been carried on for and on account and for the benefit of BRRGL. The reserves including un appropriated profits/ losses of BRRGM as at the Effective Date shall constitute and be treated as reserves / losses of a corresponding nature in BRRGL and shall be accounted for on that basis in the books of account of BRRGL.

ARTICLE 6

CERTAIN OBLIGATIONS AND REPRESENTATIONS

- 6.01 Upon the Amalgamation, BRRGL shall take all necessary and expedient steps to properly and efficiently manage its entire businesses and affairs.
- 6.02 Upon the Amalgamation, BRRGL shall operate and promote its entire business and affairs in the normal course.
- 6.03 As of the Effective Date, BRRGL shall undertake, pay, satisfy, discharge, perform and fulfill the Liabilities and Obligations, Contracts, engagements and commitments whatsoever of BRRGM.

ARTICLE 7

SCHEME'S EFFECT

- 7.01 The provisions of this Scheme shall be effective and binding by operation of law and shall become effective in terms of Article 5 above.



- 7.02 The Amalgamation in terms of this Scheme shall not: (i) constitute any assignment, transfer, devolution, conveyance, alienation, parting with possession, or other disposition under any law for the time being in force; (ii) give rise to any forfeiture; (iii) invalidate or discharge any Contract or Security; and (iv) give rise to any right of first refusal or pre-emptive right that any person may have in respect of any investment made by such person in BRRGM.
- 7.03 As of the Effective Date, the terms of this Scheme shall be binding on BRRGM and BRRGL and also on all the Certificate Holders of BRRGM and the Share Holders of BRRGL and BIL, Customers and the Creditors of each of BRRGM and BRRGL, and on any other person having any right or Liability in relation to either of them.

ARTICLE 8

CONSIDERATION AND RELATED MATTERS

- 8.01 As consideration for the Amalgamation, BRRGL shall issue at par and allot =94,998,489= Ordinary Shares of BRRGL to persons who on a day to be fixed by the directors of BRRGL after the Effective Date, are the Certificate Holders of BRRGM, and such allotment shall be made on the following terms, namely, in respect of every =1= modaraba certificate of Rs. 10/- (Rupees Ten) each of BRRGM held by a Certificate Holder of BRRGM, there shall be allotted =1= Ordinary share of Rs. 10/- (Rupees Ten) each of BRRGL i.e. that may be said on the swap ratio of 1:1 ("Swap Ratio") and all entitlement of the Certificate Holders of BRRGM shall be determined in the proportion aforesaid. Fractional modaraba certificates shall not be issued.
- 8.02 The Swap Ratio i.e One is to One 1:1 has been determined being BRRGL newly incorporated company for the purpose of merger of BRRGM with and in BRRGL.
- 8.03 At least seven days notice shall be given to the Certificate Holders of BRRGM in the manner provided in the prospectus of BRRGM, of the date fixed by the directors of BIL by reference to which the Certificate Holders of BRRGM are to be determined for entitlement to the Ordinary shares of BRRGL. Such notice shall also specify the date by which the Certificate Holders of BRRGM holding modaraba certificate of BRRGM (in physical form) shall deliver to BRRGL for cancellation of all modaraba certificates of BRRGM held by them and such modaraba certificates shall be delivered to BRRGL on or before that date.
- 8.04 The allotment of the Ordinary shares of BRRGL shall be made by BRRGM within 30 days from the date so notified. The Ordinary shares of BRRGL shall be made ready for delivery as soon as practicable thereafter and notices of their readiness for their delivery shall be given to the Certificate Holders of BRRGM in the manner provided in the prospectus of BRRGM. Certificates not collected within the time specified in any such notice Ordinary shares of BRRGL shall be sent by post in prepaid envelopes addressed to the persons entitled thereto at their respective registered addresses. In the case of joint certificate holders, Ordinary shares may be delivered to or may be sent to the



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address of that one of the joint holders whose name appears first in respect of such joint holding. BRRGL shall not be responsible for loss of the Ordinary shares in such transmission.

Those modaraba certificates of BRRGM that have been inducted in the Central Depository System ("CDS") shall stand cancelled and scripless Ordinary shares of BRRGL shall be directly credited by book entries in the CDS in lieu of the modaraba certificates of BRRGM.

- 8.05 The Ordinary shares of BRRGL issued and allotted to the Certificate Holders of BRRGM shall, in all respect, rank pari passu with the existing Ordinary shares of BRRGL held by the Share Holders of BRRGL and shall be entitled to all dividends declared after the Effective Date.
- 8.06 Upon the allotment of the Ordinary shares of BRRGL to the Certificate Holders of BRRGM in the manner aforesaid, all modaraba certificates of BRRGM shall stand cancelled.
- 8.07 Subject to an order of the Court, BRRGM shall, without winding up, stand dissolved from the date on which all the Ordinary shares of BRRGL to be allotted by BRRGL as above to the Certificate Holders of BRRGM have been so allotted.
- 8.08 The management Company will buy all certificates from dissenting Certificate holders at the last 6 months average price.

ARTICLE 9

EMPLOYEES OF BRRGM

- (i) All full time officers and employees (including workmen) of BRRGM ("BRRGM's Employees") shall become the employees of BRRGL at the same level of remuneration and under the same terms and conditions of service, which they were receiving or, as the case may be, by which they were governed, immediately before the Effective Date, including those relating to entitlements and benefits arising upon termination of service on the basis of continuation of service.

ARTICLE 10

GENERAL

- 10.01 Modifications by the High Court: This Scheme shall be subject to such modification of conditions, as the Court may deem expedient to impose. The Board of Directors of BIL and BRRGL may consent to any modifications or additions to this Scheme or to any conditions, which the Court may think fit.
- 10.02 Headings: Section headings are not to be considered part of this Scheme, but are solely for convenience of reference, and shall not affect the meaning or interpretation of this Scheme or any of its provisions.



10.03


Severability: If any provision of this Scheme is found to be unlawful and unenforceable by a competent court of law, then to the fullest extent possible, all of the remaining provisions of the Scheme shall remain in full force and effect.

10.04

Costs and expenses: All costs, charges and expenses of BRRGM and BRRGL in respect of the preparation of this Scheme and carrying the same into effect shall be borne by BRRGM and BRRGL equally.

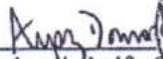
Karachi

Dated _____


For and on behalf of


B.R.R. GUARDIAN MODARABA




For and on behalf of


B.R.R. INVESTMENT (PRIVATE) LIMITED




For and on behalf of

BRR GUARDIAN LIMITED



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LIST OF ANNEXURES

"Annexure A" – Lists the names of each of the members of the board of directors of BIL.

"Annexure B" -Certificate of Auditors for deposit of subscription amount in BRRGL, BRRGL newly incorporated company for the purpose of merger of BRRGM with and in BRRGL. Audited Accounts for the period ended December 31, 2021.

"Annexure C" - Lists the particulars of each of creditors of BRRGL.

"Annexure D" - The audited accounts of BRRGM for the period ended December 31, 2021

"Annexure E"- The particulars of each of creditors of BRRGM.

"Annexure F" – Lists the names of each of the members of the board of directors of BRRGL.

"Annexure G" – Shariah Advisor Certificate is attached

"Annexure H" –Latest accounts of BIL For the period ended December 31, 2021.



Annexure - A

ists the names of each of the members of the board of directors of BIL

Name	Designation
Mr. Rafique Dawood	Director / Chairman
Mr. Ayaz Dawood	Director / CEO
Mr. Waqas Anwar Qureshi	Director
Syed Ali Raza	Director



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Annexure - B

Certificate of Auditors for deposit of subscription amount in BRRGL BRRGL newly incorporated company for the purpose of merger of BRRGM with and in BRRGL Audited Accounts for the period ended December 31, 2021



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J.A.S.B. & Associates
Chartered Accountants

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Karachi.
Phone: +92(21)32468154-5
+92(21)32468158
Fax: +92(21)32468157
E-mail: contact@jasb-associates.com
Website: www.jasb-associates.com

CERTIFICATE OF RECEIPT OF SUBSCRIPTION MONEY
[Section 17(3) and Regulation 4]

We have examined the record of M/S. BRR GUARDIAN LIMITED, and it is, hereby, verified that a total amount of Rs. 100,000/- has been received by the company on account of subscription money as per following details:

S No.	Name of Subscriber	Shares agreed to be taken as per Memorandum of Association		Amount received by the company	Date of receipt
		No	Par value		
1	Ayaz Dawood	1	10	10	24-January-2022
2	Rafique Dawood	1	10	10	24-January-2022
3	Tahir Mehmood	1	10	10	24-January-2022
4	B.R.R. INVESTMENT (PRIVATE) LIMITED	9,997	10	99,970	25-January-2022
Total				100,000/-	

Jasb & Associates
Chartered Accountants
26-January-2022

CERTIFIED TRUE COPY
COMPAANY SECRETARY

CERTIFIED TRUE COPY
COMPAANY SECRETARY

Annexure - C

Lists the particulars of each of creditors of BRRGL

NA



CERTIFIED TRUE COPY


COMPANY SECRETARY

Annexure - E

The particulars of each of creditors of BRRGM

Name	
National Bank of Pakistan	NOC will be submitted in due course



CERTIFIED TRUE COPY

COMPANY SECRETARY

Annexure – F

Lists the names of each of the members of the board of directors of BR RGL

Name	Designation
Mr. Ayaz Dawood	Director / CEO
Mr. Rafique Dawood	Director
Mr. Tahir Mehmood	Director




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COMPANY SECRETARY

Annexure - C

Shariah Advisor Certificate is attached



CERTIFIED TRUE COPY

COMPANY SECRETARY

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ

Shariah Advisor Certificate

SCHEME OF ARRANGEMENT

UNDER SECTION 279 TO 283 OF THE COMPANIES ACT, 2017

FOR

AMALGAMATION OF BRR GUARDIAN MODARABA

WITH AND INTO

BRR GUARDIAN LIMITED

This is to certify that I have reviewed the SCHEME OF ARRANGEMENT UNDER SECTION 279 TO 283 OF THE COMPANIES ACT, 2017 FOR AMALGAMATION OF BRR GUARDIAN MODARABA WITH AND INTO BRR GUARDIAN LIMITED.

The above captioned Scheme of Arrangement for Amalgamation of BRR Guardian Modaraba with and into BRR Guardian Limited has been submitted to the Shariah Advisor of BRR Guardian Modaraba for his review and approval in pursuant to his Shariah Advisor Opinion dated November 12, 2021.

I am of the opinion to the best of my knowledge and belief, that there is nothing contrary in it to the Islamic Shari'ah. Therefore, I approve and certify the scheme as Shari'ah compliant. However, it is to be ensured that BRR Guardian Limited shall be a Shariah Complaint Company meeting the Regulatory requirements as spelled in the Shariah Governance Regulations, 2018 and Shariah Advisors Regulations, 2017 issued by Securities and Exchange Commission of Pakistan respectively.

Rest ALLAH Knows Better



Mufti Muhammad Aqeel
Shariah Advisor BRR Guardian Modaraba
Dated: 15 December 2021

CERTIFIED TRUE COPY
15/12/2021

CERTIFIED TRUE COPY
COMPANY SECRETARY

Statement of Information

1. OBJECTIVE OF SCHEME

The object of the scheme of arrangement is to affect an amalgamation of B. R. R. Guardian Modaraba "BRRGM" managed by B. R. R. Investment (Pvt) Limited "BIL" with and into BRR Guardian Limited "BRRGL". The amalgamation involves the transfer to and vesting in BRRGL of the whole businesses of BRRGM, together with all the properties, assets, rights, liabilities, and obligations of every description of BRRGM against allotment of 01 Ordinary Share of BRRGL of the nominal value of Rs. 10/- each credited as fully paid up for every 01 modaraba certificates held by the certificate holders of BRRGM. On the completion of amalgamation and after the issuance of Ordinary Shares of BRRGL, BRRGM will be dissolved without winding up. BRRGL will have the sole rights to manage the post amalgamated affairs of the Company and deemed to be listed on Pakistan Stock Exchange "PSX" immediately under the order of the High Court and fulfill the requirement of PSX.

2. APPROVAL

The Scheme of Arrangement "Scheme" has been approved by the Board of Directors of BIL, the management company of BRRGM and BRRGL, have approved the effective date of the Scheme from the close of business on June 30, 2022 i.e. July 1, 2022 or at such other date as may be stated by the Court ("Effective Date"). The proportion based on a swap ratio i.e. **One is to One 1:1 has been determined being BRRGL newly incorporated company for the purpose of merger of BRRGM with and in BRRGL.** in which the Ordinary Shares of BRRGL are to be allotted under the Scheme in lieu of Certificates of BRRGM held by the certificate holders of BRRGM and has been accepted by the directors of BIL and BRRGL as being fair and reasonable.

3. SANCTION BY COURT

The scheme is subject to the sanction of the Honorable High Court of Sindh in its present form or with any modification thereof or addition thereto and is also subject to any conditions which the High Court may impose. The Chief Executive of BIL, the management company of BRRGM and BRRGL, has been duly authorized with the power to consent on behalf of all concerned to any modifications of or additions to the Scheme or to any conditions which the Court may think fit to impose.

4. ISSUANCE AND ALLOTMENT OF ORDINARY SHARES OF BRRGL

Under the Scheme of Arrangement, BRRGL is required to issue at par and allot 01 Ordinary Share of the face value of Rs. 10/- each credited as fully paid-up of BRRGL to the certificate holders of BRRGM on the basis of the swap ratio i.e. **One is to One 1:1 has been determined being BRRGL newly incorporated company for the purpose of merger of BRRGM with and in BRRGL.**



The allotment of the Ordinary shares of BRRGL will be made within 30 days of the date after approval of the Scheme by the High Court. The new Shares issued pursuant to the Scheme shall rank paripassu with the existing Shares in all respect and will be entitled to all dividends, bonus, right issue declared after the Completion date specified in the Scheme.

5. ASSETS, LIABILITIES, OBLIGATION AND LEGAL PROCEEDINGS

The transfer to and vesting in BRRGL of the BRRGM's business and undertaking in accordance with the Scheme will include all the liabilities and obligations of BRRGM howsoever arising, and after the amalgamation is accomplished, BRRGL will discharge all such outstanding liabilities and will perform all such outstanding obligations as if they were originally the liabilities and obligations of BRRGL instead of BRRGM.

The transfer of all the assets and undertaking of BRRGM to BRRGL under the Scheme of Arrangement, including but not limited to properties of all kinds, rights of every description (whether present or future, actual or contingent, tangible or intangible), movable or immovable, tangible or intangible, leasehold property, actionable claims, stocks, receivables and book debts, will be subject to any mortgages or charges created over these assets before the amalgamation in favour of the creditors.

All the legal proceedings instituted by or against BRRGM and pending immediately before the Effective date will be treated as legal proceeding by or against the BRRGL and will be dealt with accordingly.

6. COSTS

In accordance with the Scheme of Arrangement all the costs, charges and expenses incurred in respect of preparation of the Scheme and carrying it into effect will be borne and paid jointly by BRRGL and BRRGM.

7. BUSINESS

The businesses presently carried on by BRRGL and BRRGM are as under:

7.1 BRRGL

BRRGL the principle line of business of the company shall be marketing and development of all type of real estate including developed or undeveloped land, housing or commercial projects including commercial markets or multistoried building (for commercial or residential purposes), shopping centers, restaurants, hotels, recreational facilities etc. with the permission of concerned authorities and compliance with applicable laws and regulations

7.2 BRRGM

B.R.R. Guardian Modaraba is a multipurpose, perpetual Modaraba floated under the Modaraba Companies and Modaraba (Floatation and Control) Ordinance, 1980. The Modaraba is listed on



Pakistan Stock Exchange. The Principal activity is Diminishing Musharaka Facilities of assets, deployment of funds in musharika and morabaha finances and investments in equity and securities. The Modaraba also provides custodial and management services.

8. ADVANTAGES OF AMALGAMATION

MERGER BENEFITS OF THIS SCHEME

- i. Having voting rights and minority representation on the Board in merged entity.
- ii. To save the management fee @10% and 13% sales tax and 8% withholding tax from the merged entity.
- iii. Enable the management/staff to utilize their experience/expertise in the real estate development like 20 story building namely "BRR Tower" to invest more in real estate.
- iv. Enable for a company to Borrow and therefore leverage growth.
- v. Registering as a shariah compliant company to reduce tax.
- vi. Increase in share price due to elimination of modaraba discount in the PSX.
- vii. Reduce regulatory costs
- viii. Allow Business diversification and therefore higher profitability.
- ix. Increase investment in stock market . Restriction of investment up to 25% will no longer be applicable.
- x. Invest in unlisted securities.
- xi. Can have better directors since they will not have to go through Fit & Proper criteria of SECP.
- xii. Easier to issue further shares through rights issue.
- xiii. to undertake all lawful businesses as allowed to be undertaken by a company, subject to Shariah Principles applicable to Shariah Complaint Company.
- xiv. Reduction in Administrative Costs- the merger would enable the merged entity to carry out its new businesses through singular operations, accounts, treasury and MIS department with one set of management and staff, thus resulting in substantial cost savings and economies of scales leading to enhanced profitability.
- xv. Single Corporate and Tax Reporting- the merger will make single corporate and tax reporting possible. It will entail elimination of maintenance of separate records for business operation, selling, purchasing, marketing, legal, administrative, and secretarial and other records under the various laws resulting in duplication of work and higher costs of human resource and operations.



9. FINANCIAL RESULTS

9.1 BRRGL As per annexure A Not applicable as newly incorporated

9.2 BRRGM As per annexure B Already Provided

10. SWAP RATIO

SWAP RATIO i.e One is to One 1:1 has been determined being BRRGL newly incorporated company for the purpose of merger of BRRGM with and in BRRGL.

11. DIRECTORS AND MANAGEMENT OF BIL

The following are the present directors of and their shareholding in BIL, which is the management company of BRRGM

S. No	Name of Director	Shareholding
1.	Mr. Rafique Dawood	5,755,322 shares
2.	Mr. Ayaz Dawood	1,349,528 shares
3.	Mr. Waqas Anwar Qureshi	500 shares
4.	Mr. Syed Ali Raza	500 shares

DIRECTORS AND MANAGEMENT OF BRRGL

The following are the present directors of and their shareholding in BRRGL:

S. No	Name of Director	Shareholding
1.	Mr. Rafique Dawood	1 share
2.	Mr. Ayaz Dawood	1 share
3.	Mr. Tahir Mehmood	1 share

As soon as the Scheme is approved by the Honer'able Hight Court of Sindh the BRRGM will be deemed to be listed on Pakistan Stock Exchange Limited and the prior of it submission of the listing requirements the BRRGL will enhance and appoint further directors in accordance with the listing requirement upto seven directors.

12. INTEREST OF DIRECTORS

All the directors of BIL (management company of BRRGM) and BRRGL have interest in the Amalgamation to the extent of their respective certificate/share holdings in BRRGM and BRRGL. The effect of the Scheme on the interest of these directors does not differ from respective interest of other Certificate Holders of BRRGM and Shareholders of BRRGL.

The directors are also interested to the extent of remuneration and fringe benefits as per the policies of BRRGL.

13. INSPECTION OF DOCUMENTS

The documents of BRRGL and BRRGM, namely, copies of the Prospectus of BRRGM and Memorandum of Association of BRRGL, Memorandum and Articles of Association of BIL, the Audited Financial Statements, Scheme of Arrangement, Statement of Information may be inspected at the



following address during the usual business hours on any working day till the conclusion of the meeting in which the resolution of amalgamation will be adopted:

- a) BRRGL
20th Floor, B.R.R Tower,
Hassan Ali Street Off I. I. Chundrigar Road,
Karachi-74000



**B.R.R. GUARDIAN MODARABA
BALANCE SHEET
AS AT DECEMBER 31, 2021**

	DECEMBER 31, 2021	JUNE 30, 2021
Note	----- Rupees -----	
6	89,374,358	93,366,207
7	921,465,367	942,279,180
8	55,000,000	55,000,000
9	61,311,740	67,308,227
10	5,973,987	6,191,123
	<u>1,133,125,452</u>	<u>1,164,144,737</u>
11	2,444,538,881	1,910,046,261
9	28,692,055	25,809,072
12	14,055	36,934
13	21,934,647	17,511,532
14	739,289	455,240
15	26,578,897	89,819,830
16	30,623,363	19,897,780
17	21,733,341	39,381,695
	<u>2,574,854,528</u>	<u>2,102,958,344</u>
	<u>3,707,979,980</u>	<u>3,267,103,081</u>

The annexed notes from 1 to 49 form an integral part of these financial statements.

**For B.R.R. Investment (Private) Limited
(Modaraba Management Company)**

etc


CHAIRMAN


CHIEF EXECUTIVE OFFICER


DIRECTOR


CHIEF FINANCIAL OFFICER

B.R.R. GUARDIAN MODARABA
BALANCE SHEET
AS AT DECEMBER 31, 2021

DECEMBER 31, **JUNE 30,**
2021 **2021**
Note **----- Rupees -----**

EQUITY AND LIABILITIES

CAPITAL AND RESERVES

Authorised capital		
140,000,000 (June 30, 2021: 140,000,000)		
Modaraba certificates of Rs. 10/- each	<u>1,400,000,000</u>	<u>1,400,000,000</u>
Issued, subscribed and paid-up certificate capital	18 949,984,890	949,984,890
Reserves	19 560,854,207	579,965,705
Surplus on revaluation of investments	20 1,754,832,175	1,341,185,560
	<u>3,265,671,272</u>	<u>2,871,136,155</u>

LIABILITIES

NON-CURRENT LIABILITIES

Long-term loans	21 -	-
Long-term murabaha, musharaka and finance under mark-up arrangements	22 -	-
Long-term security deposits	23 66,990,840	66,182,475
	<u>66,990,840</u>	<u>66,182,475</u>

CURRENT LIABILITIES

Current portion of long-term loans	21 13,776,684	27,544,684
Current portion of long-term murabaha, musharaka and finance under mark-up arrangements	22 160,000,000	90,000,000
Current portion of security deposits	23 20,806,249	22,495,349
Creditors, accrued and other liabilities	24 143,945,695	157,649,885
Accrued profit on borrowings	25 705,206	83,978
Profit distribution payable	26 36,084,034	32,010,555
	<u>375,317,868</u>	<u>329,784,451</u>

Contingencies and commitments

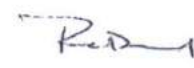
TOTAL EQUITY AND LIABILITIES

3,707,979,980 3,267,103,081

The annexed notes from 1 to 49 form an integral part of these financial statements.

CNC

For B.R.R. Investment (Private) Limited
(Modaraba Management Company)


CHAIRMAN


CHIEF EXECUTIVE OFFICER


DIRECTOR


CHIEF FINANCIAL OFFICER

**B.R.R. GUARDIAN MODARABA
PROFIT AND LOSS ACCOUNT
FOR THE PERIOD FROM JULY 01 TO DECEMBER 31**

		DECEMBER 31 2021	(Un-audited) DECEMBER 31 2020
	Note	----- Rupees -----	
INCOME			
Rental income	28	123,767,889	114,555,772
Income on musharaka, murabaha		6,107,037	5,486,264
Ijarah rental income - net	29	578,554	722,754
Return on investments - net	30	9,017,054	54,867,895
Profit on bank balances		422,159	308,566
Reversal of provision for doubtful receivables	31	7,547,054	1,537,695
Gain on disposal of Ijarah assets		-	281,373
Other income	32	5,381,226	8,895,299
Unrealised gain on revaluation of FVTPL investment		55,465,970	81,610,997
		<u>208,286,943</u>	<u>268,266,615</u>
EXPENSES			
Administrative expenses	33	59,869,313	65,390,715
Depreciation on investment properties	7.1	20,930,583	14,833,177
Financial charges	34	4,948,843	3,746,493
		<u>85,748,739</u>	<u>83,970,385</u>
	31	122,538,204	184,296,230
Modaraba Management Company's fee	35	12,253,820	18,429,623
Sales tax on Modaraba Management Company's fee		1,592,997	2,395,851
Provision for Sindh Workers' Welfare Fund	36	2,173,828	3,269,415
Profit before taxation		<u>106,517,559</u>	<u>160,201,341</u>
Taxation	37	1,910,262	-
Net profit for the period		<u>104,607,297</u>	<u>160,201,341</u>
Earnings per certificate - basic and diluted	38	<u>1.10</u>	<u>1.85</u>

The annexed notes from 1 to 49 form an integral part of these financial statements.

Cve

**For B.R.R. Investment (Private) Limited
(Modaraba Management Company)**

Rad
CHAIRMAN

Dr
DIRECTOR

Kyran Durrani
CHIEF EXECUTIVE

Amir
CHIEF FINANCIAL OFFICER

BRR GUARDIAN LIMITED
STATEMENT OF FINANCIAL POSITION
AS AT DECEMBER 31, 2021

DECEMBER 31,
2021

---(Rupees)---

Note

ASSETS

Current assets

Subscription money receivable

100,000

TOTAL ASSETS

100,000

EQUITY AND LIABILITIES

Share Capital And Reserves

Authorized Share Capital

10,000 ordinary shares of Rupees 10 each

100,000

Issued, subscribed and paid-up share capital

4

100,000

Unappropriated Loss

(21,600)

Total equity

78,400

Current liabilities

Trade and other payables

5

21,600

Total current liabilities

21,600

Contingencies and commitments

TOTAL EQUITY AND LIABILITIES

100,000

The annexed notes from 1 to 11 form an integral part of these financial statements.

Amey Dandekar
CHIEF EXECUTIVE OFFICER

[Signature]
DIRECTOR

BRK GUARDIAN LIMITED
STATEMENT OF PROFIT AND LOSS
FOR THE PERIOD OF 16 DAYS FROM DECEMBER 16, 2021 TO DECEMBER 31, 2021

**FOR THE
PERIOD OF 16
DAYS FROM
DECEMBER 16,
2021 TO
DECEMBER 31,
2021**

	Note	
Operating revenue		-
Administrative and general expenses	6	21,600
Operating loss		<u>(21,600)</u>
Loss before taxation		<u>(21,600)</u>
Taxation		-
Loss after taxation		<u><u>(21,600)</u></u>

The annexed notes from 1 to 11 form an integral part of these financial statements.

Kyes Dawood
CHIEF EXECUTIVE OFFICER

[Signature]
DIRECTOR

Notice of the General Meeting of the Certificate Holders of BRR GUARDIAN MODARABA

AMALGAMATION OF BRR GUARDIAN MODARABA WITH AND INTO BRR GUARDIAN LIMITED

Notice is hereby given for the purpose of obtaining sanction of the Scheme of Arrangement for Amalgamation (“Scheme of Arrangement”) of BRR Guardian Modaraba (BRRGM) with and into BRR Guardian Limited (BRRGL) pursuant to the Order of the Hon’ble High Court of Sindh at Karachi in its (Companies Jurisdiction) dated April 21, 2022 passed in Civil Miscellaneous Application No. 1009/2022, In the Petition bearing J.C.M. No. 6 of 2022 a General Meeting of the Certificate Holders of BRR Guardian Modaraba (BRRGM) will be held at Ground Floor, BRR Tower, Hassan Ali Street, Off. I.I. Chundrigar Road, Karachi on Friday May 20, 2022 at 3:00 p.m., to consider and if thought fit to pass with or without modification and to adopt and agree to the Scheme of Arrangement for the Amalgamation of BRRGM and its Certificate Holders with and into BRRGL and its Shareholders thereto, in accordance with the Scheme of Arrangement., as approved by the Board of Directors of BRR Investment (Private) Limited, manager of the BRRGM.

A copy of the Scheme of Arrangement and a Statement under Section 281(1)(a) of the Companies Act, 2017 (“Statement”) explaining its effect may be obtained from the office of the Modaraba at 1900-B, Saima Trade Towers, I.I. Chundrigar Road Karachi or at the Registrar Office, F.D. Registrar Services (Pvt) Ltd at 17th Floor, Saima Trade Tower A, I.I. Chundrigar Road Karachi (Registrar Office), Karachi during normal office hours on the Application prior to the meeting by the Certificate Holders and other persons entitled to attend the meeting.

Mr. Ayaz Dawood the CEO of BRRGM will act as chairman of the meeting will report the results thereof to the Hon’ble Court.

The Scheme of arrangement will be subject to the subsequent approval of the Hon’ble Court

By Order of the Board

Tahir Mehmood
Company Secretary

Karachi
Dated: April 28, 2022

Notes:

1. The Certificate Transfer Books of the Modaraba will remain closed from May 14, 2022 to May 20, 2022 (both days inclusive)
2. All Certificate Holders are entitled to attend and vote at the meeting.
3. All Certificate Holders are entitled to attend and vote at the meeting is entitled to appoint another Certificate Holder as proxy to attend, speak and vote for him/her Place.
4. An instrument of proxy and the Power of Attorney must be valid and deposited at the Registered Office of the Modaraba not less than 48 hours before the time of the meeting or at the Registrar Office, F.D. Registrar Services (Pvt) Ltd at 17th Floor, Saima Trade Tower A, I.I. Chundrigar Road Karachi (Registrar Office), Karachi
5. In case of proxy for an individual Beneficial Owner of CDC, attested copies of beneficial owner’s CNIC or passport. Account and participant’s I.D number must be deposited alongwith the form of proxy. In case of proxy for representative of corporate members should bring the usual documents required for such purpose.
6. Certificate Holders are requested to notify immediately changes, if any, in their registered addresses.

**SCHEME OF ARRANGEMENT
UNDER SECTIONS 279 TO 283 OF THE
COMPANIES ACT, 2017
FOR
AMALGAMATION
OF
BRR GUARDIAN MODARABA
WITH AND INTO
B.R.R. GUARDIAN LIMITED**



CERTIFIED TRUE COPY
COMPANY SECRETARY

**UNDER SECTIONS 279, 280, 281, 282 and 283
READ WITH SECTION 505 AND SRO 840(I) OF AUGUST 17, 2017
OF THE COMPANIES ACT XIX of 2017
(Hereinafter referred to as the "ACT")**

ENTERED INTO BY AND BETWEEN

B.R.R. INVESTMENT (PRIVATE) LIMITED, a company incorporated under the laws of Pakistan and registered as a modaraba company under Modaraba Companies and Modaraba (Floatation and Control) Ordinance, 1980 and having its registered office at 18th Floor, B.R.R Tower, Hassan Ali Street Off I. I. Chundrigar Road, Karachi-74000 (hereinafter referred to as "BIL");

And

BRR GUARDIAN LIMITED, a company incorporated under the laws of Pakistan and registered as a Limited company under Companies Act, 2017 and having its registered office at 20th Floor, B.R.R Tower, Hassan Ali Street Off I. I. Chundrigar Road, Karachi-74000 (hereinafter referred to as "BRRGL");

And

B.R.R. GUARDIAN MODARABA, a modaraba floated under the Modaraba Companies and Modarabas (Flotation and Control) Ordinance 1980 (XXXI of 1980) managed by BIL (hereinafter referred to as the "BRRGM");

And

FOR AMALGAMATION OF BRR GUARDIAN MODARABA WITH AND INTO BRR GUARDIAN LIMITED

RECITALS

WHEREAS it is proposed that the entire undertaking comprising of all of the Assets, Liabilities and Obligations (as hereinafter defined) of BRRGM at the Effective Date (as hereinafter defined) shall stand transferred to and be vested in and assumed by BRRGL and BRRGM shall be dissolved without winding-up;

AND WHEREAS the Registrar Modarabas, the Securities and Exchange Commission of Pakistan has granted approval for the proposed amalgamation of BRRGM into BRRGL;

AND WHEREAS this Scheme, if sanctioned by the Court by an order passed in this behalf, is to be binding on BRRGM and BRRGL, Certificate Holders of BRRGM, Shareholders of BRRGL, Creditors of BRRGM and the Creditors of BRRGL (if any)



BENEFITS OF THIS SCHEME

Synergies

- i. Having voting rights and minority representation on the Board in merged entity.
- ii. To save the management fee @10% and 13% sales tax from the merged entity.
- iii. Enable the management/staff to utilize their experience/expertise in the real estate development like 20 story building namely "BRR Tower".
- iv. To continue with maintenance/service of its profitable segment "Security Vault"
- v. Enable for a company to Borrow and therefore leverage growth.
- v. Merged entity would also in turn improve future growth prospects and the management's ability to undertake large assignments and will also help through singular operations, accounts, treasury and MIS department with one set of management and staff, to save management fee and thus resulting in substantial cost savings and economies of scales leading to enhanced profitability.

BRRGM is multi purpose modarabas and BRRGL the principle line of business of the company shall be marketing and development of all type of real estate including developed or undeveloped land, housing or commercial projects including commercial markets or multistoried building (for commercial or residential purposes), shopping centers, restaurants, hotels, recreational facilities etc. with the permission of concerned authorities and compliance with applicable laws and regulations. The merger would give an opportunity to operate the New business thus resulting in economies of scales and improved utilization of new opportunities available under the law applicable to BRRGL with addition of the running of security vault and investment in securities and all lawful businesses are allowed to be undertaken by a company, subject to Shariah Principles applicable to Shariah Complained Company.

Further Merged entity would also in turn improve future growth prospects and the management's ability to undertake large assignments and will also help through singular operations, accounts, treasury and MIS department with one set of management and staff, to save management fee and thus resulting in substantial cost savings and economies of scales leading to enhanced profitability.

Increase in Risk Absorption Capacity

The larger financial size of the merged Company would enhance its risk absorption capacity thus an increased and improved capacity to manage the potential risks arising out of any adverse and uncertain operating environment. In the long run this factor would provide greater stability as well as sustainability in new operations under the umbrella of new laws applicable to BRRGL being Company under the Companies Act,2017.

Reduction in Administrative Costs

The merger would enable the merged entity to carry out its new businesses through singular operations, accounts, treasury and MIS department with one set of management and staff, thus resulting in substantial cost savings and economies of scales leading to enhanced profitability.

Single Corporate and Tax Reporting

The merger will make single corporate and tax reporting possible. It will entail elimination of maintenance of separate records for business operation, selling, purchasing, marketing, legal, administrative, and secretarial and other records under



COMPANY SECRETARY



the various laws resulting in duplication of work and higher costs of human resource and operations.

NOW THEREFORE, this Scheme is presented as follows:

ARTICLE 1

DEFINITIONS

Unless the context requires otherwise, all capitalized terms in this Scheme shall have the meanings assigned to them below.

- 1.01 "ACT" means Companies Act, 2017
- 1.02 "Amalgamation" is defined in Section 4.01.
- 1.03 "Annexure A" List the names of each of the members of the board of directors of BIL.
- 1.04 "Annexure B" Certificate of Auditors for deposit of subscription amount in BRRGL, BRRGL newly incorporated company for the purpose of merger of BRRGM with and in BRRGL. Audited Accounts for the period ended December 31, 2021.
- 1.05 "Annexure C" Lists the particulars of each creditor of BRRGL.
- 1.06 "Annexure D" The audited accounts of BRRGM for the period ended December 31, 2021
- 1.07 "Annexure E" The particulars of each creditors of BRRGM
- 1.08 "Annexure F" Lists the names of each of the members of the board of directors of BRRGL.
- 1.09 "Annexure G" – Shariah Advisor Certificate is attached
- 1.10 "Annexure H" –Latest annual accounts of BIL For the year ended June 30, 2021.
- 1.11 "Assets" mean assets, properties and rights of every description and kind (whether present or future, actual or contingent, tangible or intangible) and includes properties held on trust and benefit of securities obtained from Customers, benefits, powers, rights, authorities, privileges, contracts, Government consents, sanctions and authorizations, including all registrations, licenses, permits, categories, entitlements, sanctions, permissions and benefits relating to the business, all trade marks, patents, copyrights, licenses, liberties, secret processes, know-how and confidential information. Without in any way limiting or prejudicing the generality of the foregoing, Assets shall include: (a) all properties, immovable and movable, real, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wheresoever situated belonging to BRRGM; (b) all choses-in-action, instruments, decretal amounts, bank and other accounts, cash balances, lease receivables, reserve funds, revenue balances, investments, loans, advances, guarantees, deposits,



prepayments, receivables, book debts, trade debts and all other rights and interest in and arising out of such property in the ownership, possession, power or control of BRRGM, whether legal or beneficial, whether within or out of Pakistan, and all books of accounts, registers, records and all other documents of whatever nature relating thereto; (c) all the connections and facilities for telecommunications, electricity and other installations, owned by, leased or licensed to BRRGM; (d) the Contingent Claims and proceeds realized from the Liquidation of the Contingent Claims.

- 1.09 "BIL" is defined in the Preamble.
- 1.10 "BRRGL" is defined in the Preamble.
- 1.11 "BRRGM" is defined in the Preamble
- 1.12 "Certificate Holders" means holders of Modaraba Certificates as defined in the Modaraba Ordinance.
- 1.13 "Certificate Holders of BRRGM" means the persons that are the registered modaraba certificate holders of BRRGM.
- 1.14 "Share Holders of BRRGL" means the persons that are the registered Share holders of BRRGL.
- 1.15 "Claim" means claim, counter-claim, demand or cause of action and includes a Contingent Claim.
- 1.16 "Contract" means any contract including musharika and morabaha, agreement(s), deed, instrument, letter or undertaking of every description, creating any obligations enforceable against the parties.
- 1.17 "Court" means the High Court of Sindh at Karachi.
- 1.18 "Customer" means any person having entered into a transaction, arrangement or other dealing with BRRGM.
- 1.19. "Contingent Claims" means any potential Claim that BRRGM may have against any person prior to the Effective Date which may not be disclosed or reflected as part of its Assets on its books or records.
- 1.20 "Creditors of BRRGL" means the creditors of BRRGL, as particularized in Annexure "C".
- 1.21 "Creditors of BRRGM" means the creditors of BRRGM, as particularized in Annexure "E".
- 1.22 "Effective Date" is defined in Article 5.
- 1.23 "Existing" means existing, outstanding or in force immediately prior to the Effective Date.
- 1.23 "Liabilities and /or Obligations" includes all borrowings, liabilities, duties, commitments and obligations of every description (whether



present or future, actual or contingent) arising out of any Contract or otherwise whatsoever and the term "Liabilities" and/or "Obligations" are used interchangeably and/or in conjunction with each other.

- 1.25 "Liquidation" means the release, compromise, satisfaction, settlement or reduction to judgment of any Claim by a competent court of law.
- 1.26 "Modaraba Ordinance" means the Modaraba Companies and Modaraba (Floatation & Control) Ordinance, 1980.
- 1.27 "Registrar" means the Registrar appointed under section 3 of the Modaraba Ordinance.
- 1.28 "Scheme" means this Scheme of Arrangement in its present form with any modification thereof or addition thereto approved or condition imposed by the Court.
- 1.29 "Security" or "Securities" means interest, right or title in and to any and all mortgages or charges (whether legal or equitable), debentures, bill of exchange, promissory note, guarantee, lien, pledge (whether actual or constructive), hypothecation, assignment by way of security, right of set-off, undertaking or other means of securing payment or discharge of any liabilities and obligations.

ARTICLE 2

THE CAPITAL

2.01 Capital of BRRGM:

The authorized modaraba capital of BRRGM is Rs. 1,400,000,000/- divided into 140,000,000 modaraba certificates of Rs. 10/- each, out of which 94,998,489 of Rs. 10/- each are currently issued modaraba certificates and fully paid up and remaining are un-issued.

2.02 Capital of BRRGL:

The authorized share capital of BRRGL is Rs. 100,000/- divided into 10,000 Ordinary Shares of Rs. 10/- each, out of which 10,000 Shares of Rs. 10 each are currently issued and fully paid up

2.03 Authorized Share Capital After Merger:

Consequent upon the Scheme becoming effective, the authorized capital of BRRGM of Rs. 1,400,000,000/- shall be merged and combined with the authorized capital of BRRGL of Rs. 100,000/- consequently the merged authorized share capital of BRRGL shall stand increased to Rs. 1,400,100,000/- divided into 140,010,000/- Ordinary Shares of Rs.10/- each.

Consequent upon the Scheme becoming effective, the Issued, subscribed and paid up capital of BRRGM of Rs. 949,984,890/- shall be



merged and combined with the currently issued, subscribed and paid up capital of BRRGL of Rs. 100,000/- and which shall consequently stand increased to Rs. 950,084,890/- divided into 95,008,489- Ordinary Shares of Rs. 10/- each calculated at a swap ratio of 1:1.

ARTICLE 3

DIRECTORS

3.01 Directors of BIL and BRRGL:

The present directors of BIL are as listed in Annexure A.
The present directors of BRRGL are as listed in Annexure F

3.02 Interest of the directors:

All the directors of BIL have interest in the Amalgamation to the extent of their respective certificate holdings in BRRGM. The effect of the Scheme on the interest of these directors does not differ from respective interest of other Certificate Holders of BRRGM.

The directors are also interested to the extent of remuneration and fringe benefits as per the policies of BRRGM/BRRGL.

ARTICLE 4

THE AMALGAMATION

4.01 General Description:

- (a) At the Effective Date BRRGM, as a going concern, shall be amalgamated with and vest in BRRGL upon the terms and conditions set forth in this Scheme (the "Amalgamation") and the post amalgamated BRRGL shall be deemed to be listed on Pakistan Stock Exchange and retain the Same Symbol "BRR"
- (b) BIL, which is the current management company of BRRGM, shall be surrender the registration being management company of floatation of Modaraba to the Registrar of Modaraba, Securities and Exchange Commission of Pakistan.
- (c) BRRGM shall be dissolved, without winding up, on the date on which the Ordinary Shares of BRRGL are allotted to the Certificates Holders of BRRGM or on such later date as the Court by order may prescribe.

4.02

Transfer of the Assets: At the Effective Date all the Assets of BRRGM shall immediately without any conveyance or transfer and without any further act or deed be vested in and become the undertaking and Assets of BRRGL, which shall have, hold and enjoy the same in its own right as fully as the same were possessed, held and enjoyed by BRRGM prior to the Amalgamation but transfer of the Assets shall be subject to all mortgages, charges or other encumbrances subsisting thereon (if any).



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- 4.03 **Transfer of Liabilities and Obligations:** At the Effective Date all the Liabilities and Obligations of BRRGM shall immediately and without any further act or deed be assumed by and become the Liabilities and Obligations of BRRGL, which shall pay, undertake, satisfy, discharge and perform, when due, all of the Liabilities and Obligations.
- 4.04 **BRRGL's Right to Execute Deeds:** Deeds, assignments or similar instruments to evidence the aforesaid transfer of Assets and/or assumption of Liabilities may, if required, at any time be executed by officers of BRRGL authorized in this regard.
- 4.05 **References to Assets and Liabilities and Obligations:** Any reference in this Scheme to Assets or Liabilities and Obligations of BRRGM is a reference to Assets or Liabilities and Obligations to which BRRGM is for the time being entitled or subject to (whether beneficially or in any fiduciary capacity) immediately preceding the Effective Date, wherever such Assets or Liabilities are situated or arise and whether or not capable of being transferred or assigned to or by BRRGM under any applicable law or instrument.
- 4.06 **Assets held in Trust, etc:** Any Asset vested in BRRGM which immediately before the Effective Date was held by BRRGM as trustee or custodian in the form of any trust deed, settlement, covenant, agreement or will or as executor of the will, or administrator of the estate, of a deceased person or as judicial trustee appointed by order of any court, or in any other fiduciary capacity, shall, on and from the Effective Date, be held by BRRGL in the same capacity upon the trusts, subject to the powers, provisions and Liabilities applicable thereto.
- 4.07 **Contracts:** Every Contract to which BRRGM is a party shall have effect on and from the Effective Date as if:
- (a) BRRGL had been a party thereto instead of BRRGM; and
 - (b) For any reference (however worded and whether express or implied) to BRRGM therein shall stand substituted, as respects anything falling to be done on or after the Effective Date, to a reference to BRRGL.
- 4.08 **Bank Accounts:** Any account/s maintained by BRRGM with any Bank or Financial Institution shall, at the Effective Date, become account(s) between BRRGL and such Bank or Financial Institution, subject to the same conditions and incidents as therefore; provided that nothing herein shall affect any right of BRRGL to vary the conditions or incidents subject to which any account is kept.
- 4.09 **Instructions:** Any existing instruction, order, direction, mandate, power of attorney, authority, undertaking or consent given to BRRGM in writing (whether or not in relation to an account) shall have effect, on and from the Effective Date, as if given to BRRGL.
- 4.10 **Negotiable Instruments:** Any negotiable instrument or order for payment of money drawn on or given to, or accepted or endorsed by, BRRGM, or payable at any place of business of BRRGM, whether so



drawn, given, accepted or endorsed before, on or after the Effective Date, shall have the same effect on and from the Effective Date, as if it had been drawn on, or given to, or accepted or endorsed by BRRGL, or were payable at the same place of business of BRRGL.

4.11

Custody of Documents: The custody of any document, record or goods held by BRRGM as bailee and duly recorded in their books, shall pass to BRRGL under any Contract of bailment relating to any such document, record or goods shall on that day become rights and obligations of BRRGL.

4.12

Securities:

- (a) Any Security held immediately before the Effective Date by BRRGM or by a nominee or agent of or trustee for BRRGM, as security for the payment or discharge of any liability and obligation of a Customer shall, on and from the Effective Date, be held by, or, as the case may require, by that nominee, agent or trustee for BRRGL and be available to BRRGL (whether for its own benefit or, as the case may be, for the benefit of any other person) as security for the payment or discharge of that liability and obligation.
- (b) In relation to any Security vested in BRRGL in accordance with provisions of this Scheme and any liabilities and obligations thereby secured, BRRGL shall be entitled to the rights and priorities to which BRRGM would have been entitled if it had continued to hold the Security.
- (c) Any Security referred to in the foregoing provisions of this paragraph which extends to future advances or liabilities shall, on and from the Effective Date, be available to BRRGL (whether for its own benefit or as the case may be, for the benefit of any other person) as security for the payment or discharge of future advances and future liabilities to the same extent and in the same manner in all respects as future advances by or liabilities to, BRRGM or, as the case may be, BRRGL were secured thereby immediately before that time.

4.13

Legal Proceedings: Where by virtue of this Scheme any right, Claim or Liability of BRRGM, becomes a right, Claim or Liability of BRRGL on and from the Effective Date, BRRGL shall have the same rights, claims, powers and remedies (and in particular the same rights, Claims and powers as to taking or resisting legal proceedings or making or resisting applications to any authority) for ascertaining, perfecting or enforcing that right, Claim or Liability as if it had at all times been a right, Claim or Liability of BRRGL, and any legal proceedings or application to any authority existing or pending immediately before the Effective Date by or against BRRGM may be continued by or against BRRGL.

4.14

Judgments: Any judgment or award obtained by or against BRRGM and not fully satisfied before the Effective Date shall at that time, to the extent to which it is enforceable by or against BRRGM, become enforceable by or against BRRGL.



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- 4.15 Evidence: All books and other documents which would, before the Effective Date, have been evidenced in respect of any matter, for or against BRRGM shall be admissible in evidence in respect of the same matter for or against BRRGL.
- 4.16. Clarification: The provisions contained in Sections 4.04 to 4.15 above are without prejudice to the generality of any other provisions in this Scheme, but subject to any provisions in this Scheme to the contrary effect.

ARTICLE 5

EFFECTIVE DATE

5. This Scheme shall become operative as soon as certified copy of an order of the Court under Section 279 of the Act, 2017 sanctioning the Scheme and making any necessary provisions under Section 282 of the Companies Act, 2017 have been filed with the Registrar of Companies, Karachi ("Completion Date"). When the Scheme becomes operative on the Completion Date, the Amalgamation in accordance with the Scheme will be treated as having effect from the close of business on June 30, 2022 or at such other date as may be stated by the Court ("Effective Date"). Accordingly, as from the Effective Date until the Assets and undertaking of BRRGM are actually transferred to and vested in BRRGL on the Completion Date, the business of BRRGM will be deemed to have been carried on for and on account and for the benefit of BRRGL. The reserves including un appropriated profits/ losses of BRRGM as at the Effective Date shall constitute and be treated as reserves / losses of a corresponding nature in BRRGL and shall be accounted for on that basis in the books of account of BRRGL.

ARTICLE 6

CERTAIN OBLIGATIONS AND REPRESENTATIONS

- 6.01 Upon the Amalgamation, BRRGL shall take all necessary and expedient steps to properly and efficiently manage its entire businesses and affairs.
- 6.02 Upon the Amalgamation, BRRGL shall operate and promote its entire business and affairs in the normal course.
- 6.03 As of the Effective Date, BRRGL shall undertake, pay, satisfy, discharge, perform and fulfill the Liabilities and Obligations, Contracts, engagements and commitments whatsoever of BRRGM.

ARTICLE 7

SCHEME'S EFFECT

- 7.01 The provisions of this Scheme shall be effective and binding by operation of law and shall become effective in terms of Article 5 above.



- 7.02 The Amalgamation in terms of this Scheme shall not: (i) constitute any assignment, transfer, devolution, conveyance, alienation, parting with possession, or other disposition under any law for the time being in force; (ii) give rise to any forfeiture; (iii) invalidate or discharge any Contract or Security; and (iv) give rise to any right of first refusal or pre-emptive right that any person may have in respect of any investment made by such person in BRRGM.
- 7.03 As of the Effective Date, the terms of this Scheme shall be binding on BRRGM and BRRGL and also on all the Certificate Holders of BRRGM and the Share Holders of BRRGL and BIL, Customers and the Creditors of each of BRRGM and BRRGL, and on any other person having any right or Liability in relation to either of them.

ARTICLE 8

CONSIDERATION AND RELATED MATTERS

- 8.01 As consideration for the Amalgamation, BRRGL shall issue at par and allot =94,998,489= Ordinary Shares of BRRGL to persons who on a day to be fixed by the directors of BRRGL after the Effective Date, are the Certificate Holders of BRRGM, and such allotment shall be made on the following terms, namely, in respect of every =1= modaraba certificate of Rs. 10/- (Rupees Ten) each of BRRGM held by a Certificate Holder of BRRGM, there shall be allotted =1= Ordinary share of Rs. 10/- (Rupees Ten) each of BRRGL i.e. that may be said on the swap ratio of 1:1 ("Swap Ratio") and all entitlement of the Certificate Holders of BRRGM shall be determined in the proportion aforesaid. Fractional modaraba certificates shall not be issued.
- 8.02 The Swap Ratio i.e One is to One 1:1 has been determined being BRRGL newly incorporated company for the purpose of merger of BRRGM with and in BRRGL.
- 8.03 At least seven days notice shall be given to the Certificate Holders of BRRGM in the manner provided in the prospectus of BRRGM, of the date fixed by the directors of BIL by reference to which the Certificate Holders of BRRGM are to be determined for entitlement to the Ordinary shares of BRRGL. Such notice shall also specify the date by which the Certificate Holders of BRRGM holding modaraba certificate of BRRGM (in physical form) shall deliver to BRRGL for cancellation of all modaraba certificates of BRRGM held by them and such modaraba certificates shall be delivered to BRRGL on or before that date.
- 8.04 The allotment of the Ordinary shares of BRRGL shall be made by BRRGM within 30 days from the date so notified. The Ordinary shares of BRRGL shall be made ready for delivery as soon as practicable thereafter and notices of their readiness for their delivery shall be given to the Certificate Holders of BRRGM in the manner provided in the prospectus of BRRGM. Certificates not collected within the time specified in any such notice Ordinary shares of BRRGL shall be sent by post in prepaid envelopes addressed to the persons entitled thereto at their respective registered addresses. In the case of joint certificate holders, Ordinary shares may be delivered to or may be sent to the



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address of that one of the joint holders whose name appears first in respect of such joint holding. BRRGL shall not be responsible for loss of the Ordinary shares in such transmission.

Those modaraba certificates of BRRGM that have been inducted in the Central Depository System ("CDS") shall stand cancelled and scripless Ordinary shares of BRRGL shall be directly credited by book entries in the CDS in lieu of the modaraba certificates of BRRGM.

- 8.05 The Ordinary shares of BRRGL issued and allotted to the Certificate Holders of BRRGM shall, in all respect, rank pari passu with the existing Ordinary shares of BRRGL held by the Share Holders of BRRGL and shall be entitled to all dividends declared after the Effective Date.
- 8.06 Upon the allotment of the Ordinary shares of BRRGL to the Certificate Holders of BRRGM in the manner aforesaid, all modaraba certificates of BRRGM shall stand cancelled.
- 8.07 Subject to an order of the Court, BRRGM shall, without winding up, stand dissolved from the date on which all the Ordinary shares of BRRGL to be allotted by BRRGL as above to the Certificate Holders of BRRGM have been so allotted.
- 8.08 The management Company will buy all certificates from dissenting Certificate holders at the last 6 months average price.

ARTICLE 9

EMPLOYEES OF BRRGM

- (i) All full time officers and employees (including workmen) of BRRGM ("BRRGM's Employees") shall become the employees of BRRGL at the same level of remuneration and under the same terms and conditions of service, which they were receiving or, as the case may be, by which they were governed, immediately before the Effective Date, including those relating to entitlements and benefits arising upon termination of service on the basis of continuation of service.

ARTICLE 10

GENERAL

- 10.01 Modifications by the High Court: This Scheme shall be subject to such modification of conditions, as the Court may deem expedient to impose. The Board of Directors of BIL and BRRGL may consent to any modifications or additions to this Scheme or to any conditions, which the Court may think fit.
- 10.02 Headings: Section headings are not to be considered part of this Scheme, but are solely for convenience of reference, and shall not affect the meaning or interpretation of this Scheme or any of its provisions.



10.03

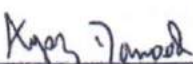
Severability: If any provision of this Scheme is found to be unlawful and unenforceable by a competent court of law, then to the fullest extent possible, all of the remaining provisions of the Scheme shall remain in full force and effect.

10.04

Costs and expenses: All costs, charges and expenses of BRRGM and BRRGL in respect of the preparation of this Scheme and carrying the same into effect shall be borne by BRRGM and BRRGL equally.

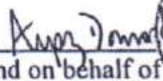
Karachi

Dated _____




For and on behalf of
B.R.R. GUARDIAN MODARABA






For and on behalf of
B.R.R. INVESTMENT (PRIVATE) LIMITED




For and on behalf of
BRR GUARDIAN LIMITED



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LIST OF ANNEXURES

"Annexure A" – Lists the names of each of the members of the board of directors of BIL.

"Annexure B" -Certificate of Auditors for deposit of subscription amount in BRRGL, BRRGL newly incorporated company for the purpose of merger of BRRGM with and in BRRGL. Audited Accounts for the period ended December 31, 2021.

"Annexure C" - Lists the particulars of each of creditors of BRRGL.

"Annexure D" - The audited accounts of BRRGM for the period ended December 31, 2021

"Annexure E"- The particulars of each of creditors of BRRGM.

"Annexure F" – Lists the names of each of the members of the board of directors of BRRGL.

"Annexure G" – Shariah Advisor Certificate is attached

"Annexure H" –Latest accounts of BIL For the period ended December 31, 2021.



Annexure - A

ists the names of each of the members of the board of directors of BIL

Name	Designation
Mr. Rafique Dawood	Director / Chairman
Mr. Ayaz Dawood	Director / CEO
Mr. Waqas Anwar Qureshi	Director
Syed Ali Raza	Director



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Annexure - B

Certificate of Auditors for deposit of subscription amount in BRRGL BRRGL newly incorporated company for the purpose of merger of BRRGM with and in BRRGL Audited Accounts for the period ended December 31, 2021



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J.A.S.B. & Associates
Chartered Accountants

1104, Uni Tower
I.I. Chundrigar Road
Karachi.
Phone: +92(21)32468154-5
+92(21)32468158
Fax: +92(21)32468157
E-mail: contact@jasb-associates.com
Website: www.jasb-associates.com

CERTIFICATE OF RECEIPT OF SUBSCRIPTION MONEY
[Section 17(3) and Regulation 4]

We have examined the record of M/S. BRR GUARDIAN LIMITED, and it is, hereby, verified that a total amount of Rs. 100,000/- has been received by the company on account of subscription money as per following details:

S No.	Name of Subscriber	Shares agreed to be taken as per Memorandum of Association		Amount received by the company	Date of receipt
		No	Par value		
1	Ayaz Dawood	1	10	10	24-January-2022
2	Rafique Dawood	1	10	10	24-January-2022
3	Tahir Mehmood	1	10	10	24-January-2022
4	B.R.R. INVESTMENT (PRIVATE) LIMITED	9,997	10	99,970	25-January-2022
Total				100,000/-	

Jasb & Associates
Chartered Accountants
26-January-2022

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Annexure - C

Lists the particulars of each of creditors of BRRGL

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Annexure - E

The particulars of each of creditors of BRRGM

Name	
National Bank of Pakistan	NOC will be submitted in due course



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Annexure - F

Lists the names of each of the members of the board of directors of BR RGL

Name	Designation
Mr. Ayaz Dawood	Director / CEO
Mr. Rafique Dawood	Director
Mr. Tahir Mehmood	Director




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Annexure - C

Shariah Advisor Certificate is attached



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بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ

Shariah Advisor Certificate

SCHEME OF ARRANGEMENT

UNDER SECTION 279 TO 283 OF THE COMPANIES ACT, 2017

FOR

AMALGAMATION OF BRR GUARDIAN MODARABA

WITH AND INTO

BRR GUARDIAN LIMITED

This is to certify that I have reviewed the SCHEME OF ARRANGEMENT UNDER SECTION 279 TO 283 OF THE COMPANIES ACT, 2017 FOR AMALGAMATION OF BRR GUARDIAN MODARABA WITH AND INTO BRR GUARDIAN LIMITED.

The above captioned Scheme of Arrangement for Amalgamation of BRR Guardian Modaraba with and into BRR Guardian Limited has been submitted to the Shariah Advisor of BRR Guardian Modaraba for his review and approval in pursuant to his Shariah Advisor Opinion dated November 12, 2021.

I am of the opinion to the best of my knowledge and belief, that there is nothing contrary in it to the Islamic Shari'ah. Therefore, I approve and certify the scheme as Shari'ah compliant. However, it is to be ensured that BRR Guardian Limited shall be a Shariah Complaint Company meeting the Regulatory requirements as spelled in the Shariah Governance Regulations, 2018 and Shariah Advisors Regulations, 2017 issued by Securities and Exchange Commission of Pakistan respectively.

Rest ALLAH Knows Better



Mufti Muhammad Aqeel
Shariah Advisor BRR Guardian Modaraba
Dated: 15 December 2021

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15/12/2021

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COMPANY SECRETARY



B.R.R. Guardian Modaraba

(An Islamic Financial Institution)

Annexure - IV

EXTRACT OF RESOLUTION PASSED BY THE CERTIFICATEHOLDERS OF B. R. R. GUARDIAN MODARABA MANAGED BY BRR INVESTMENT (PRIVATE) LIMITED AT THE MEETING HELD ON MAY 20, 2022 AT 20th FLOOR BRR TOWER, HASSAN ALI STREET, OFF I.I. CHUNDRIGAR ROAD, KARACHI.

“RESOLVED that the Scheme of Arrangement for amalgamation of BRR Guardian Modaraba **“BRRGM”**, managed by B.R.R Investment (Pvt.) Ltd, **“BRRGM”** with and into BRR Guardian Limited **“BRRGL”**, filed under a petition for sanction by the High Court of Sindh at Karachi in terms of sections 279-283 of the Companies Act, 2017, read with SRO 840(I)/2017 dated August 17, 2017, **“Scheme of Arrangement (Modaraba)”**, involving swap ratio of 1:1 be and is hereby approved unanimously, Scheme will be treated as having effect from the close of business on **June 30, 2022 i.e. July 1, 2022** or at such other date as may be stated by the Court (**“Effective Date”**) subject to approval of Registrar of Modarabas and such changes, modifications as may be required or advised by legal counsel and/ or accounting consultants and/ or by the High Court.”

“FURTHER RESOLVED that the Chief Executive or Company Secretary of the Modaraba/Company be and is hereby authorized to appoint the legal Counsel or accounting consultants and sign the Scheme of Arrangement, on behalf of the Modaraba and BRRGL and to implement such changes to the extent required/ advised and to process the application(s)/ petition(s) for obtaining all requisite consents from competent authorities, the Registrar of Modarabas, the Securities and Exchange Commission of Pakistan and the High Court and take all actions necessary or required for implementing the Scheme of Arrangement (Modaraba and BRRGL) in terms thereof and all incidental actions in respect of the same.”

“FURTHER RESOLVED that for the purpose of the Scheme of Arrangement (Modaraba and BRRGL), swap ratio of 1:1 be and is hereby approved i.e. 1 Ordinary Shares of the face value of Rs.10/- each of BRRGL will be issued for every 1 modaraba certificate of the face value of Rs.10/- each of BRRGM held by the certificate holders of BRRGM

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Securities and Exchange Commission of Pakistan
Specialized Companies Division
Policy, Regulation and Development Department
(Modaraba Wing)

Annexure - V

SC/M/PRDD/BRR/2022/77

March 28, 2022

The Chief Executive,
Managers of BRR Guardian Modaraba,
B.R.R. Investments (Pvt.) Limited,
20th Floor, B.R.R Tower,
Hassan Ali Street,
I.I. Chundrigar Road,
Karachi.

SUBJECT: NOC FOR AMALGAMATION OF B.R.R. GUARDIAN MODARABA WITH AND INTO B.R.R. GUARDIAN LIMITED.

Dear Sir,

This is with reference to your application dated March 3, 2022 regarding the proposed merger of B.R.R. Guardian Modaraba.

It is to inform you that Registrar Modaraba has no objection on the proposed merger of B.R.R. Guardian Modaraba with and into B.R.R. Guardian Limited subject to the fulfillment of the following conditions:

- 1) The post-merger surviving company (BRR Guardian Limited) shall apply for Shariah Certification to the Commission within 3 months of approval of the scheme by Hon'ble court;
- 2) Approval for the merger must be taken from Modaraba certificate holders;
- 3) The scheme will be based on latest audited financial statements; and
- 4) MMC will surrender its registration as a modaraba management company and change its MOA accordingly. MMC will be required to provide an explanation to Registrar Modaraba about its business plan post surrender of registration.

Regards,

Malik Asif Karim Awan
Assistant Director