
COMPOSITE SCHEME OF AMALGAMATION

OF

BAMNIPAL STEEL LIMITED

AND

TATA STEEL BSL LIMITED

(formerly known as Bhushan Steel Limited)

WITH

TATA STEEL LIMITED

**(UNDER SECTIONS 230 to 232 AND OTHER APPLICABLE PROVISIONS OF
THE COMPANIES ACT, 2013)**

**TRUE COPY
TATA STEEL LIMITED**

Parvatheesam

**(PARVATHEESAM. K.)
COMPANY SECRETARY &
CHIEF LEGAL OFFICER (CORPORATE & COMPLIANCE)**

I. INTRODUCTION

1. This composite scheme of amalgamation ("**Scheme**") is presented pursuant to the provisions of Sections 230 to 232 and other relevant provisions of the Companies Act, 2013 ("**Act**"), as may be applicable, and in compliance with Section 2(1B) of the Income-Tax Act, 1961 ("**IT Act**"), as applicable for the following:
 - 1.1 Amalgamation of Bamnival Steel Limited ("**Transferor Company 1**") into and with Tata Steel Limited ("**Transferee Company**") and consequent dissolution of the Transferor Company 1 without winding up; and
 - 1.2 Amalgamation of Tata Steel BSL Limited (formerly known as Bhushan Steel Limited) ("**Transferor Company 2**") into and with the Transferee Company and consequent dissolution of the Transferor Company 2 without winding up.

The Transferor Company 1 and the Transferor Company 2 are hereinafter collectively referred to as the "**Transferor Companies**". The Transferor Companies and the Transferee Company are hereinafter collectively referred to as the "**Companies**".

- 1.3 The Scheme is divided into the following parts:

Part	Particulars
I.	Background, Rationale, Definitions, Date of taking effect and Share Capital
II.	Amalgamation of the Transferor Company 1 into and with the Transferee Company and the matters incidental thereto
III.	Amalgamation of the Transferor Company 2 into and with the Transferee Company and the matters incidental thereto
IV.	General terms and conditions



PART I

I. BACKGROUND AND DESCRIPTION OF THE COMPANIES:

1. Tata Steel Limited

- 1.1 The Transferee Company (CIN: L27100MH1907PLC000260) is a public limited company incorporated on August 26, 1907 under the provisions of the Indian Companies Act, 1882 and is a public limited company within the meaning of the Act.
- 1.2 The registered office of the Transferee Company is at Bombay House, 24, Homi Mody Street, Fort, Mumbai 400001, Maharashtra.
- 1.3 The Transferee Company is engaged in the business of manufacturing steel and offers a broad range of steel products including a portfolio of high value added downstream products such as hot rolled, cold rolled and coated steel, rebars, wire rods, tubes and wires. The Transferee Company also has a well-established distribution network.
- 1.4 The equity shares of the Transferee Company are listed on the BSE Limited ("BSE") and the National Stock Exchange of India Limited ("NSE") (hereinafter collectively referred as the "Stock Exchanges"). The global depository receipts of the Transferee Company are listed on the Luxembourg Stock Exchange and the London Stock Exchange. Further, the unsecured redeemable non-convertible debentures and perpetual hybrid securities in the form of non-convertible debentures of the Transferee Company are listed on the wholesale debt market segments of the Stock Exchanges.
- 1.5 The Transferee Company holds 25,88,95,798 (twenty five crores eighty eight lakhs ninety five thousand seven hundred ninety eight) equity shares constituting 100% (hundred percent) of the equity share capital of the Transferor Company 1 and through the Transferor Company 1 holds 79,44,28,986 (seventy nine crores forty four lakhs twenty eight thousand nine hundred eighty six) equity shares constituting 72.65% (seventy two point six five per cent) of the equity share capital of the Transferor Company 2. The Transferee Company also holds 1070,00,00,000 (one thousand seventy crores) non-convertible redeemable preference shares and 900,00,00,000 (nine hundred crores) optionally convertible redeemable preference shares of the Transferor Company 2 constituting 100% (hundred percent) of the preference share capital of the Transferor Company 2. Thus, the Transferor Companies are under the common control of the Transferee Company and the Transferee Company is the parent of the Transferor Companies by reason of holding in excess of 90% (ninety percent) beneficial ownership in the total issued share capital of the Transferor Companies.



2. **Bamnival Steel Limited**

- 2.1 The Transferor Company 1 (CIN: U27310MH2018PLC304494) is a public limited company incorporated on January 19, 2018 under the provisions of the Act.
- 2.2 The registered office of the Transferor Company 1 is at Tarapur Complex, Plot No. F8, MIDC, Tarapur Industrial Area, Palghar, Thane 401506, Maharashtra.
- 2.3 The Transferor Company 1 is a wholly owned subsidiary of Transferee Company and was incorporated *inter alia* for the purpose of completing the acquisition of the Transferor Company 2 by way of the corporate insolvency resolution process ("**CIR Process**") prescribed under the Insolvency and Bankruptcy Code, 2016 ("**IBC Code**"). Pursuant to the order of the Adjudicating Authority dated May 15, 2018 ("**IBC Order**"), the Transferee Company through the Transferor Company 1 acquired 72.65% (seventy two point six five per cent) of the equity share capital of the Transferor Company 2.

3. **Tata Steel BSL Limited**

- 3.1 The Transferor Company 2 (CIN: L74899DL1983PLC014942) (formerly known as Bhushan Steel Limited) is a public limited company incorporated on January 7, 1983 under the provisions of the Companies Act, 1956 and is a public limited company within the meaning of the Act.
- 3.2 The registered office of the Transferor Company 2 is at Ground Floor, Mira Corporate Suites, Plot No. 1 & 2, Ishwar Nagar, Mathura Road, South Delhi, New Delhi 110065. The Board of the Transferor Company 2 on February 13, 2019, approved the shifting of the registered office of the Transferor Company 2 to the State of Maharashtra, within the jurisdiction of the Registrar of Companies, Mumbai. Further, the shareholders of the Transferor Company 2 also approved the shifting of registered office at the extraordinary general meeting of the Transferor Company 2 held on March 11, 2019. The Transferor Company 2 is in the process of undertaking all necessary actions including all regulatory approvals required as per the provisions of the Act, to shift its registered office to the State of Maharashtra. The filing of the application and the petition pursuant to the Scheme by the Transferor Company 2 will be made in the jurisdiction of the NCLT where the registered office of the Transferor Company 2 is situated at the time of filing.
- 3.3 The Transferor Company 2 is engaged in the business of manufacturing steel and offers products such as hot rolled, cold rolled and coated steel, cold rolled full hard, galvanized coils and sheets, high tensile steel strips, color coated tiles, precision tubes, large diameter pipes, etc.



- 3.4 The Transferor Company 2 was admitted to the CIR Process vide order of the Adjudicating Authority dated July 26, 2017 under the provisions of the IBC Code. Pursuant to the initiation of the CIR Process and owing to the enormous potential for greater synergies and value enhancement for all stakeholders, the Transferee Company submitted its resolution plan for the resolution of Transferor Company 2 and was selected as the highest compliant resolution applicant by the committee of creditors constituted under the IBC Code. The resolution plan of the Transferee Company was subsequently approved by the Adjudicating Authority vide the IBC Order. Consequently, on May 18, 2018, the Transferor Company 1, a wholly owned subsidiary of the Transferee Company, acquired 72.65% of the equity share capital of the Transferor Company 2. In accordance with the provisions of the IBC Code and the IBC Order, the approved resolution plan is binding on the Transferor Company 2 and its employees, members, creditors, guarantors and other stakeholders involved.
- 3.5 The Transferor Company 1 currently holds 72.65% (seventy two point six five per cent) of the equity share capital of the Transferor Company 2 and the Transferor Company 2 is a subsidiary of the Transferor Company 1. The Transferee Company has also subscribed to (i) 1070 crores (one thousand seventy crores) non-convertible redeemable preference shares of face value of INR 10 (ten) each (bearing interest rate of 11.09% (eleven point zero nine percent)) of the Transferor Company 2, for a consideration aggregating to INR 10,700 crores (ten thousand seven hundred crores), in two tranches; and (ii) 900 crores (nine hundred crores) optionally convertible redeemable preference shares of face value INR 10 (ten) each (bearing interest rate of 8.89% (eight point eight nine percent)) of the Transferor Company 2, for a consideration aggregating to INR 9,000 crores (nine thousand crores), in two tranches. Consequently, the Transferee Company has acquired beneficial interest of more than 90% (ninety percent) in the total issued share capital of the Transferor Company 2.
- 3.6 The shares of the Transferor Company 2 are listed on the Stock Exchanges.

II. RATIONALE AND PURPOSE OF THE SCHEME

A. Commercial rationale for amalgamation of the Transferor Company 1 with the Transferee Company

1. The Transferor Company 1 is a wholly owned subsidiary of the Transferee Company and was incorporated *inter alia* for the purpose of completing the acquisition of Transferor Company 2 by way of the CIR Process prescribed under the IBC Code.
2. The Transferor Company 1 holds the equity investment in Transferor Company 2 and is its holding company. Pursuant to the completion of the proposed amalgamation of the Transferor Company 2 into and with the Transferee Company, there would no longer be a requirement for the Transferor Company 1 to exist as a separate legal entity. This amalgamation would also result in simplification of the group structure of the Transferee Company.



3. The amalgamation will result in significant reduction in the multiplicity of legal and regulatory compliances required to be carried out by the Transferor Company 1 and the Transferee Company.
4. The Transferor Company 1 being a wholly owned subsidiary of the Transferee Company is under the management of the Transferee Company and it would be advantageous to amalgamate the two entities to ensure focused management in the Transferee Company thereby resulting in efficiency of management and maximizing value to the shareholders.
5. This amalgamation will also result in significant reduction of administrative, operational, financial, and managerial and such other costs.

B. Commercial rationale for amalgamation of the Transferor Company 2 with the Transferee Company

1. The Transferor Company 2 and the Transferee Company are engaged in the business of manufacture and sale of steel and steel products. The amalgamation will ensure focused management in the combined entity thereby resulting in efficiency of management and maximizing value for the shareholders. Such restructuring will lead to simplification of group structure by eliminating multiple companies in similar business.
2. The proposed amalgamation of the Transferor Company 2 with the Transferee Company in accordance with the terms of this Scheme would enable both the companies to realize benefits of greater synergies between their businesses, yield beneficial results and pool financial resources as well as managerial, technical, distribution and marketing resources of each other in the interest of maximizing value to their shareholders and the stakeholders.
3. The proposed amalgamation will be beneficial to both the Transferor Company 2 and the Transferee Company in the following manner:
 - (i) **Operational integration and better facility utilisation:** The amalgamation in accordance with this Scheme will provide an opportunity for reduction of operational costs through transfer of intermediary products between the companies, better order loads for the business through pooling of orders, synergies from sales and production planning across the businesses.
 - (ii) **Efficient raw material procurement and reduced procurement costs:** Synergy of operations will be achieved as a result of sustained availability of raw materials as well as reduced procurement costs for Transferor Company 2. The proposed amalgamation would ensure iron ore security for Transferor Company 2 from the captive mines of the Transferee Company. Similarly, combined sourcing of other raw materials such as coke, coal, pellet, and limestone by both the Transferor Company 2 and the Transferee Company would result in reduction in overall costs of



procurement for the amalgamating companies. Besides, certain requirements of the Transferor Company 2 such as ferro alloys and scrap could be directly met by the Transferee Company's production and procurement arms.

- (iii) **Operational Efficiencies:** The amalgamation would result in synergy benefits arising out of single value chain thereby reducing costs and increasing operational efficiencies. Centralization of inventory, from raw material to finished goods and spares, may enable better efficiency, utilization and overall reduction in working capital. The proposed amalgamation would likely result in optimized power consumption, reduced costs, sharing of best practices, cross-functional learnings, better utilisation of common facilities and greater efficiency in debt and cash management.
- (iv) **Rationalization of Procurement & Logistics costs:** Consolidation and optimization of stockyards could significantly reduce logistics and distribution costs for both the Transferor Company 2 and the Transferee Company. Clubbing of shipments may help reduce shipping costs, port terminal charges and ocean freight.
- (v) **Enhancing Value in Marketing:** With an overlap in products across the Transferor Company 2 and the Transferee Company, the combined entity would be better positioned to service customer needs. The Transferor Company 2 could expand its existing core market in North-India using the strong distribution channel and dealer network of the Transferee Company. Further, the Transferor Company 2 could also have access to the Transferee Company's branded product portfolio and marketing capabilities. The Transferee Company would benefit from complementary product offerings of the Transferor Company 2, resulting in a strong presence across market segments. The proposed amalgamation will result in access to new markets and product offerings as well as increased export volumes.
- (vi) **Improving Customer Satisfaction and Services:** The proposed amalgamation would make it easier to address needs of customers by providing them uniform product and service experience, on-time supplies, improved service levels thereby improving customer satisfaction. With common credit management, the customers are expected to benefit from the channel financing benefits from the combined entity.
- (vii) **Improved safety, environment and sustainability practices:** Increased coverage of plant automation can be achieved across plants of the Transferor Company 2, by using the Transferee Company's information technology applications and systems.



- (viii) Thus, the proposed amalgamation is beneficial, advantageous and not prejudicial to the interests of the shareholders, creditors and other stakeholders of the Transferor Company 2 and the Transferee Company and is beneficial to the public at large.

In view of the aforesaid, the Board of Directors of the respective Companies have considered the proposed amalgamation of the entire undertaking and business of the Transferor Companies as a going concern into and with the Transferee Company to benefit the stakeholders of the respective Companies. Accordingly, the Board of Directors of the respective Companies have formulated this Scheme for the amalgamation of the Undertakings (*as defined hereinafter*) of the respective Transferor Companies into and with the Transferee Company pursuant to Sections 230 to 232 and other relevant provisions of the Act, and in accordance with section 2(1B) of IT Act (on a going concern basis) and other applicable Laws.

III. DEFINITIONS, INTERPRETATION, DATE OF TAKING EFFECT AND SHARE CAPITAL

1. DEFINITIONS

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

- 1.1 **“Act”** means the Companies Act, 2013 and any rules, regulations, circulars or guidelines issued thereunder and shall, if the context so requires and as may be applicable, mean the Companies Act, 1956 and any rules, regulations, circulars or guidelines issued thereunder, as amended from time to time and shall include any statutory replacement or re-enactment thereof;
- 1.2 **“Adjudicating Authority”** shall have the meaning as prescribed under Section 5(1) of the IBC Code.
- 1.3 **“Applicable Law(s)”** or **“Law(s)”** means (a) applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, listing agreements, notifications, guidelines or policies of any applicable country and/or jurisdiction; (b) writ, injunction, directions, directives, judgment, arbitral award, decree, orders or approvals of, or agreements with, any Governmental Authority or recognized stock exchange;
- 1.4 **“Appointed Date”** means April 1, 2019 or such other date as approved by the NCLT;
- 1.5 **“Board of Directors”** or **“Board”** means the board of directors of the respective Transferor Companies and/or the Transferee Company, as the context may require, and includes committees of the Board (if any) constituted for the implementation of this Scheme;



- 1.6 **"BSE"** means BSE Limited;
- 1.7 **"Companies"** means collectively, the Transferor Companies and the Transferee Company;
- 1.8 **"Consent"** means any notice, consent, approval, authorization, waiver, permit, permission, clearance, license, exemption, no objection certificate, registration, with, of, from or to any Person;
- 1.9 **"Effective Date"** means the date on which the last of conditions referred to in Clause 25.1 hereof have been fulfilled. Any reference in this Scheme to the date of "coming into effect of the/this Scheme" or "Scheme becoming effective" shall be construed accordingly;
- 1.10 **"Encumbrance"** means (i) any mortgage, charge (whether fixed or floating), pledge, lien, conditional sales contract, hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance or interest of any kind securing, or conferring any priority of payment in respect of any obligation of any Person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law; (ii) a contract to give or refrain from giving any of the foregoing; (iii) any voting agreement, interest, option, right of first offer, refusal or transfer restriction in favour of any Person; and (iv) any adverse claim as to title, possession or use; and the terms **"Encumbered"**, **"Encumber"** shall be construed accordingly;
- 1.11 **"Governmental Approval"** means any Consent of any Governmental Authority;
- 1.12 **"Governmental Authority"** means any government authority, statutory authority, regulatory authority, agency, government department, board, commission, SEBI, Stock Exchanges, administrative authority, tribunal or court or any authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, having or purporting to have jurisdiction on behalf of the Republic of India or any state or province or other political subdivision thereof or any municipality, district or other subdivision thereof or in any other nation over the Transferor Companies and/ or the Transferee Company, as the context may require;
- 1.13 **"IT Act"** means the Indian Income-tax Act, 1961 and shall include any statutory modifications, re-enactments or amendments thereof for the time being in force;
- 1.14 **"NCLT"** means the relevant National Company Law Tribunal(s) having territorial jurisdiction in the state(s) in which the respective registered offices of the Companies are located or such other forum or authority as may be vested with any of the powers of the above mentioned tribunal under the Act for approving any scheme of arrangement, compromise or reconstruction of a company under Sections 230 to 232 of the Act;



- 1.15 “**NCLT Order**” means all order(s) passed by NCLT sanctioning the Scheme and includes any order passed by NCLT or any other Governmental Authority’s order(s) for extension of time or condonation of delay in filing of the requisite forms with the Registrar of Companies in relation to this Scheme, if applicable.
- 1.16 “**NSE**” means National Stock Exchange of India Limited;
- 1.17 “**Person**” means any individual or other entity, whether a corporation, firm, company, joint venture, trust, association, organization, partnership or proprietorship, including any governmental agency or regulatory body;
- 1.18 “**Record Date**” means the date to be mutually fixed by the Board of Directors of the Transferor Company 2 and the Transferee Company, for the purpose of determining the shareholders of the Transferor Company 2 who shall be entitled to receive fully paid-up equity shares of the Transferee Company pursuant to and as contemplated under this Scheme;
- 1.19 “**Registrar of Companies**” or “**RoC**” means the relevant Registrar of Companies having territorial jurisdiction in the state(s) in which the respective registered offices of the Companies are located;
- 1.20 “**Rupees**” or “**Rs.**” or “**INR**” means the Indian rupee which is the lawful currency of India;
- 1.21 “**Scheme of Amalgamation**” or “**this Scheme**” or “**the Scheme**” means this composite scheme of amalgamation in its present form as submitted to the NCLT or this Scheme with any amendment(s) or modification(s) if any, made by the shareholders of the respective Companies and accepted by the Boards of the respective Companies or such modification(s) as may be imposed by any Governmental Authority and/or directed to be made by the NCLT(s) while sanctioning the Scheme;
- 1.22 “**SEBI**” means Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992;
- 1.23 “**SEBI Circular**” means (i) Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017, (ii) Circular No. CFD/DIL3/CIR/2017/26 dated March 23, 2017, (iii) Circular No. CFD/DIL3/CIR/2017/105 dated September 21, 2017, (iv) Circular No. CFD/DIL3/CIR/2018/2 dated January 3, 2018 issued by SEBI or any other circulars issued by SEBI applicable to schemes of arrangement from time to time;
- 1.24 “**Stock Exchanges**” means BSE and NSE collectively;
- 1.25 “**Transferee Company**” means Tata Steel Limited, a public limited company incorporated on August 26, 1907 under the provisions of the Indian Companies Act, 1882 and is a public limited company within the meaning of the Act;



- 1.26 **"Transferor Companies"** means collectively, the Transferor Company 1 and the Transferor Company 2;
- 1.27 **"Transferor Company 1"** means Barnipal Steel Limited, a public limited company incorporated on January 19, 2018 under the provisions of the Act;
- 1.28 **"Transferor Company 2"** means Tata Steel BSL Limited, a public limited company incorporated on January 7, 1983 under the provisions of the Companies Act, 1956 and is a public limited company within the meaning of the Act;
- 1.29 **"Undertaking 1"** means all the undertaking and the entire business of the Transferor Company 1 as a going concern as of the Appointed Date, including all its properties, investments, rights, approvals, and all its debts, outstandings, liabilities, duties, obligations and employees, if any, including, but not in any way limited to, the following:
- (a) all books, records, files, papers, whether in physical or electronic form;
 - (b) all the credits for taxes such as income tax, wealth tax, central sales tax, service tax, applicable state value added tax, goods and service tax including but not limited to the right to claim credit for indirect taxes such as CENVAT credit, VAT credit, GST credit, or any other input tax credit, advance tax, withholding tax/ TDS, taxes withheld/ paid in a foreign country, self-assessment tax, regular tax, minimum alternate tax, dividend distribution tax, securities transaction tax, deferred tax assets/ liabilities, accumulated losses under the IT Act and allowance for unabsorbed depreciation under the IT Act, losses brought forward and unabsorbed depreciation as per the books of account and tax refunds of the Transferor Company 1; and
 - (c) all contracts, agreements, memoranda of understanding, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, other arrangements, undertakings, deeds, bonds, schemes, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether written, oral or otherwise and all rights, title, interests, claims and benefits thereunder.
- 1.30 **"Undertaking 2"** means all the undertaking and the entire business of the Transferor Company 2 as a going concern as of the Appointed Date, including all its assets, properties, investments, rights, approvals, licenses and powers, leasehold rights and all its debts, outstandings, liabilities, duties, obligations and employees including, but not in any way limited to, the following:



- (a) all the assets and properties (whether movable or immovable, tangible or intangible (including but not limited to rights, titles, interest, goodwill, etc.), real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent of whatsoever nature), whether or not recorded in the books of accounts of the Transferor Company 2 (including, without limitation, the freehold and leasehold properties of the Transferor Company 2 in states of Odisha, Tamil Nadu, Uttar Pradesh and Maharashtra), investments of all kinds (i.e., shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates), furniture, fixtures, machinery, office equipment, computers, fixed assets, current assets (including, without limitation, all inventories, stock-in-trade or stock-in-transit, tools, plants, merchandise (including, raw materials, supplies, finished goods, and wrapping, supply, advertisement, promotional and packaging material), supplies, finished goods, packaging items, wherever located), cash and bank accounts (including bank balances), contingent rights or benefits, benefits of any deposits, receivables, advances or deposits paid by or deemed to have been paid by the Transferor Company 2, financial assets, vehicles, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, privileges, liberties and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company 2 or in connection with or relating to the Transferor Company 2 and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company 2, whether in India or abroad;
- (b) all permits, licenses, permissions, approvals, clearances, Consents, benefits, registrations, rights, entitlements, credits, certificates, awards, sanctions, allotments, quotas, no objection certificates, exemptions, concessions, subsidies, liberties and advantages including those relating to privileges, powers, facilities of every kind and description of whatsoever nature and the benefits thereto;
- (c) all contracts, agreements, purchase orders/ service orders, operation and maintenance contracts, memoranda of understanding, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, minutes of meetings, bids, tenders, expressions of interest, letters of intent, supply contracts, hire and purchase arrangements, lease/ license agreements, tenancy rights, agreements/ panchnamas for right of way, equipment purchase agreements, agreements with customers, purchase and other agreements with the supplier/ manufacturer of goods/ service



providers, other arrangements, undertakings, deeds, bonds, schemes, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether written, oral or otherwise and all rights, title, interests, claims and benefits thereunder;

- (d) all applications (including hardware, software, licenses, source codes, parameterization and scripts), registrations, licenses, trade names, service marks, trademarks, copyrights, brands, patents, domain names, designs, intellectual property rights (whether owned, licensed or otherwise, and whether registered or unregistered), trade secrets, research and studies, technical knowhow, confidential information and all such rights of whatsoever description and nature;
- (e) all rights to use and avail telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interests held in trusts, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, liberties and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in control of or vested in or granted in favour of or enjoyed by the Transferor Company 2 and all other interests of whatsoever nature belonging to or in the ownership, power, possession or control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company 2;
- (f) all the credits for taxes such as income tax, wealth tax, central sales tax, service tax, applicable state value added tax, goods and service tax including but not limited to the right to claim credit for indirect taxes such as CENVAT credit, VAT credit, GST credit, or any other input tax credit, advance tax, withholding tax/ TDS, taxes withheld/ paid in a foreign country, self-assessment tax, regular tax, minimum alternate tax, dividend distribution tax, securities transaction tax, deferred tax assets/ liabilities, accumulated losses under the IT Act and allowance for unabsorbed depreciation under the IT Act, losses brought forward and unabsorbed depreciation as per the books of account and tax refunds of the Transferor Company 2;
- (g) all books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), test reports, computer programs, drawings, manuals, data, databases including databases for procurement, commercial and management, catalogues, quotations, sales and advertising materials, product registrations, dossiers, product master cards, lists of present and former customers and suppliers including service providers, other customer information, customer credit information, customer/ supplier pricing information, and all other books and records, whether in physical or electronic form;



- (h) all debts, secured and unsecured, liabilities including contingent liabilities, guarantees, duties, taxes and obligations of the Transferor Company 2 of whatsoever kind, nature and description and howsoever arising, raised, incurred or utilized;
- (i) all staff and employees and other obligations of whatsoever kind, including liabilities of the Transferor Company 2, with regard to their employees, with respect to the payment of gratuity, superannuation, pension benefits and provident fund or other compensation or benefits, if any, whether in the event of resignation, death, retirement, retrenchment or otherwise as on the Effective Date; and
- (j) all legal proceedings, including quasi-judicial, arbitral and other administrative proceedings, of whatsoever nature involving the Transferor Company 2;

1.31 **"Undertakings"** means collectively, the Undertaking 1 and the Undertaking 2.

2. INTERPRETATION

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



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

3. DATE OF TAKING EFFECT

- 3.1 The Scheme shall be effective from the Appointed Date mentioned herein but shall be operative from the Effective Date. Upon the sanction of this Scheme and upon this Scheme becoming effective pursuant to Clause 25 of this Scheme, the following shall be deemed to have occurred and become effective and operative, only in the sequence and in the order mentioned hereunder:
- 3.1.1 The amalgamation of the Undertaking 1 of the Transferor Company 1 into and with the Transferee Company in accordance with Part II and Part IV (as applicable) of the Scheme shall be deemed to have taken effect.
- 3.1.2 The equity shares issued by the Transferor Company 1 to the Transferee Company shall stand cancelled in their entirety, which shall be effected as a part of the Scheme itself and not in accordance with Section 66 of the Act and in the manner stipulated in Part II of the Scheme.
- 3.1.3 Dissolution of the Transferor Company 1 without winding up.
- 3.1.4 The amalgamation of the Undertaking 2 of the Transferor Company 2 into the Transferee Company in accordance with Part III and Part IV (as applicable) of the Scheme shall be deemed to have taken effect.



3.1.5 The entire equity share capital and the preference share capital of the Transferor Company 2 including the equity shares issued by the Transferor Company 2 to the Transferor Company 1 and the preference shares issued by the Transferor Company 2 to the Transferee Company shall stand cancelled in its entirety, which shall be effected as a part of the Scheme and not in accordance with Section 66 of the Act and in the manner stipulated in Part III of the Scheme.

3.1.6 Issue and allotment of fully paid up equity shares of the Transferee Company to the equity shareholders of the Transferor Company 2 as of the Record Date in accordance with Part III of this Scheme.

3.1.7 Dissolution of the Transferor Company 2 without winding up.

4. SHARE CAPITAL

4.1 The share capital of the Transferee Company as on March 31, 2019, is as follows:

Particulars	Amount in INR (in crores)
Authorised:	
1,75,00,00,000 ordinary shares of INR 10 each	1,750.00
35,00,00,000 "A" ordinary shares of INR 10 each	350.00
2,50,00,000 cumulative redeemable preference shares of INR 100 each	250.00
60,00,00,000 cumulative convertible preference shares of INR 100 each	6,000.00
Total	8,350.00
Issued:	
1,12,75,20,570 ordinary shares of INR 10 each	1127.52
7,76,97,280 ordinary shares of INR 10 each (partly paid up of INR 2.504)	77.70
Total	1,205.22



Subscribed and paid up:	
112,64,89,680 ordinary shares of INR 10 each fully paid up	1,126.48
776,36,705 ordinary shares of INR 10 each (INR 2.504 each paid up)	19.44
Amount paid up on 3,89,516 Ordinary Shares forfeited	0.20
Total	1,146.12

4.2 The share capital of the Transferor Company 1 as on March 31, 2019 is as follows:

Particulars	Amount in INR (in crores)
Authorised:	
1050,00,00,000 equity shares of INR 10 each	10,500.00
100,00,00,000 optionally convertible redeemable preference shares of INR 100 each	1,000.00
100,00,00,000 non-convertible redeemable preference shares of INR 100 each	1,000.00
Total	12,500.00
Issued, Subscribed and Paid-up:	
2,58,895,798 equity shares of INR 10 each	258.89
Total	258.89



4.3 The share capital of the Transferor Company 2 as on March 31, 2019 is as follows:

Particulars	Amount in INR (in crores)
Authorised:	
4650,00,00,000 equity shares of INR 2 each	9,300.00
2,20,00,00,000 preference shares of INR 100 each	220.00
1200,00,00,000 non-convertible redeemable preference shares of INR 10 each	12,000.00
1200,00,00,000 optionally convertible redeemable preference shares of INR 10 each	12,000.00
Total	33,520.00
Issued	
109,75,30,242 equity Shares of INR 2 each	219.50
1070,00,00,000 non-convertible redeemable preference shares of INR 10 each	10,700.00
900,00,00,000 optionally convertible redeemable preference shares of INR 10 each	9,000.00
Total	19,919.50
Subscribed and Paid up	
109,34,39,768 equity shares of INR 2 each	218.68
1070,00,00,000 non-convertible redeemable preference shares of INR 10 each	10,700.00
900,00,00,000 optionally convertible redeemable preference shares of INR 10 each	9,000.00
Total	19,918.68



PART II

AMALGAMATION OF THE TRANSFEROR COMPANY 1 INTO AND WITH THE TRANSFEEE COMPANY

5. AMALGAMATION OF THE UNDERTAKING 1

- 5.1 With effect from the Appointed Date, the entire Undertaking 1 of the Transferor Company 1 shall, subject to the terms and conditions of this Scheme and, without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in the Transferee Company so as to become the undertaking of the Transferee Company by virtue of and in the following manner:
- 5.1.1 With effect from the Appointed Date, all the properties, rights, interests, benefits, privileges, outstanding loans and advances, if any, bank balances and deposits, if any and investments (including investments in shares and any other securities), of the Transferor Company 1 shall also without any further act, instrument or deed stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company.
- 5.1.2 With effect from the Appointed Date, all debts, liabilities, duties and obligations of every kind, nature and description of the Transferor Company 1 shall without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in, the Transferee Company, so as to become on and from the Appointed Date, the debts, liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company 1. Further, it shall not be necessary to obtain the Consent of any Person who is a party to a contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this Clause. Necessary modification, as may be required would be carried out to the debt instrument(s) issued by the Transferor Company 1, if any.
- 5.1.3 On and from the Effective Date, and thereafter, the Transferee Company shall be entitled to operate the bank accounts, if any, of the Transferor Company 1.
- 5.1.4 On and from the Effective Date, the security creation, borrowing and investment limits of the Transferee Company under the Act shall be increased to the extent of the security creation, borrowing and investment limits of the Transferor Company 1, such limits being incremental to the existing limits of the Transferee Company.



- 5.1.5 Any corporate approvals obtained by the Transferor Company 1, whether for the purposes of compliance or otherwise, shall stand transferred to the Transferee Company and such corporate approvals and compliance shall be deemed to have been obtained and complied with by the Transferee Company.
- 5.1.6 All taxes (including but not limited to advance tax, self-assessment tax, regular tax, tax deducted at source, minimum alternate tax credits, dividend distribution tax, securities transaction tax, taxes withheld/ paid in a foreign country, value added tax, sales tax, service tax, goods and service tax etc.) paid / payable by or refunded / refundable to the Transferor Company 1 with effect from the Appointed Date, including all or any refunds or claims shall be treated as the tax liability or refunds/claims, etc. as the case may be, of the Transferee Company, and any tax incentives, advantages, privileges, accumulated losses and allowance for unabsorbed depreciation as per Section 72A of the IT Act, losses brought forward and unabsorbed depreciation as per the books of account, deductions otherwise admissible such as under Sections 40, 40A, 43B, etc. of the IT Act, exemptions, credits, holidays, remissions, reductions, service tax input credits, GST input credits etc., as would have been available to the Transferor Company 1, shall pursuant to this Scheme becoming effective, be available to the Transferee Company. This clause is to be read along with Clause 19 of this Scheme.
- 5.1.7 Any third party or Governmental Authority required to give effect to any provisions of this Scheme, shall take on record the NCLT Order sanctioning the Scheme on its file and duly record the necessary substitution or endorsement in the name of the Transferee Company as successor in interest, pursuant to the sanction of this Scheme by NCLT, and upon this Scheme becoming effective. For this purpose, the Transferee Company shall file certified copies of such NCLT Order and if required file appropriate applications or forms with relevant authorities concerned for statistical and information purposes only and there shall be no break in the validity and enforceability of Governmental Approvals, Consents, exemptions, registrations, no-objection certificates, permits quotas, rights, entitlements, licenses (including the licenses granted by any Governmental Authorities for the purpose of carrying on its business or in connection therewith), and certificates of every kind and description of whatsoever nature.
- 5.1.8 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that with effect from the Appointed Date, all Consents, permissions, certificates, clearances, authorities, power of attorneys given by, issued to or in favour of the Transferor Company 1 shall stand transferred to the Transferee Company, as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to the Transferee Company.



5.1.9 For avoidance of doubt and without prejudice to the generality of any applicable provisions of this Scheme, it is clarified that in order to ensure (i) implementation of the provisions of the Scheme; and (ii) continued vesting of the benefits, exemptions available to the Transferor Company 1 in favour of the Transferee Company, the Board of Directors of the Transferor Company 1 and the Transferee Company shall be deemed to be authorized to execute or enter into necessary documentations with any regulatory authorities or third parties, if applicable and the same shall be considered as giving effect to the NCLT Order and shall be considered as an integral part of this Scheme. Further, the Transferee Company shall be deemed to be authorized to execute or enter into necessary documentations with any regulatory authorities or third parties, if applicable, on behalf of the Transferor Company 1 and to carry out or perform all such formalities and/or compliances, as required for the purpose of implementation of the provisions of the Scheme.

6. CONSIDERATION

6.1 As the Transferor Company 1 is a wholly-owned subsidiary of the Transferee Company, no consideration shall be payable pursuant to the amalgamation of the Transferor Company 1 into and with the Transferee Company, and the equity shares held by the Transferee Company on its own and together with its nominees in the Transferor Company 1, shall stand cancelled without any further act, application or deed. Accordingly, the investment in the shares of the Transferor Company 1, appearing in the books of accounts of the Transferee Company shall, without any further act or deed, stand cancelled.

7. ACCOUNTING TREATMENT

7.1 Upon coming into effect of this Scheme, the Transferee Company shall account for the amalgamation of the Transferor Company 1 in its books of accounts in accordance with "Pooling of Interest Method" of accounting as laid down in Ind AS 103 (Business Combinations) and relevant clarifications issued by Institute of Chartered Accountants of India (ICAI).

8. LEGAL PROCEEDINGS

8.1 Upon the coming into effect of this Scheme, if any suit, appeal or other proceeding of whatsoever nature by or against the Transferor Company 1 be pending as on the Appointed Date, the same shall not abate or be discontinued or be in any way prejudicially affected by reason of the transfer of the Undertaking 1 or anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced, as the case may be, by or against the Transferee Company in the same manner and to the same extent as it would be or might have been continued, prosecuted and enforced by or against the Transferor Company 1, if this Scheme had not been made.



9. SAVING OF CONCLUDED TRANSACTIONS

- 9.1 Subject to the terms of the Scheme, the amalgamation of the Undertaking 1 and continuance of proceedings by or against the Transferee Company, as provided herein, shall not affect any transactions or proceedings already concluded by the Transferor Company 1 before the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by and/or on behalf of the Transferor Company 1 in relation to the Undertaking 1 as acts, deeds and things done and executed by and on behalf of the Transferee Company.



PART III

AMALGAMATION OF THE TRANSFEROR COMPANY 2 INTO AND WITH THE TRANSFEREE COMPANY

10. AMALGAMATION OF THE UNDERTAKING 2

10.1 With effect from the Appointed Date, the Undertaking 2 shall, subject to the terms and conditions of this Scheme and, without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in the Transferee Company, as a going concern, so as to become the undertakings of the Transferee Company by virtue of and in the following manner:

10.1.1 All assets of the Transferor Company 2 that are movable in nature and/or otherwise capable of transfer by physical or constructive delivery, novation and/or by endorsement and delivery or by operation of law shall be vested in and/or deemed to be vested in the Transferee Company from the Appointed Date. Upon this Scheme becoming effective, the title of such property shall be deemed to have been mutated and recognised as that of the Transferee Company, absolutely and forever, from the Appointed Date.

10.1.2 In respect of such of the assets of the Transferor Company 2 other than those referred to in Clause 10.1.1 above, including investment in shares or any other securities, actionable claims, outstanding loans and advances, earnest monies, receivables, bills, credits, if any, recoverable in cash or in kind or for value to be received all kind of banking accounts including but not limited to current and saving accounts, term deposits, deposits, if any, with Governmental Authorities and other authorities and bodies, shall, without any further act, instrument or deed, be and stand transferred to and vested in the Transferee Company and/or be deemed to be transferred to and vested in the Transferee Company as on the Appointed Date. The Transferee Company shall upon sanction of the Scheme be entitled to the delivery and possession of all documents of title of such movable property in this regard. The Transferee Company (without it being obliged to do so), if it deems appropriate, may give notice in such form as it deems fit and proper, to each such debtor or obligor or any other Person, that pursuant to the sanction of the Scheme, such investment, debt, loan, advance, claim, bank balance, deposit or other asset be aid or made good or held on account of the Transferee Company as the person entitled thereto, to the end and intent that the right of the Transferor Company 2, to recover or realize all such debts (including the debts payable by such debtor or obligor or any other Person to the Transferor Company 2) stands transferred and assigned to the Transferee Company and that appropriate entries should be passed in the books of accounts of the relevant debtors or obligors or other Persons to record such change.



- 10.1.3 With effect from the Appointed Date, all immovable properties of the Transferor Company 2, including land together with the heavy equipment, plant & machinery, buildings and structures standing thereon or embedded to the land and rights and interests in immovable properties of the Transferor Company 2, whether freehold or leasehold or licensed or otherwise and all documents of title, rights, security deposits and easements in relation thereto shall stand vested in and/or be deemed to have been vested in the Transferee Company on the same terms and conditions, by operation of Law pursuant to the sanctioning of the Scheme. Such assets shall stand vested in the Transferee Company and shall be deemed to be and become the property as an integral part of the Transferee Company by operation of Law. The Transferee Company shall upon the NCLT Order sanctioning the Scheme and upon the Scheme becoming effective, be always entitled to all the rights and privileges attached in relation to such immovable properties including refund of any security deposits and shall be liable to pay appropriate rent, rates and taxes and fulfill all obligations in relation thereto or as applicable to such immovable properties. Upon this Scheme becoming effective, the title to such properties shall be deemed to have been mutated and recognised as that of the Transferee Company and the mere filing thereof with the appropriate registrar or sub-registrar or with the relevant Governmental Authority shall suffice as record of continuing titles with the Transferee Company and shall be constituted as a deemed mutation and substitution thereof. The Transferee Company shall upon the Scheme becoming effective be entitled to the delivery and possession of all documents of title to such immovable property in this regard. It is hereby clarified that all the rights, title and interest of the Transferor Company 2 in any leasehold properties shall without any further act, instrument or deed, be vested in or be deemed to have been vested in the Transferee Company.
- 10.1.4 With effect from the Appointed Date, all assets, brands, trademarks, rights, title, interests and investments of the Transferor Company 2 shall also without any further act, instrument or deed stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company.
- 10.1.5 With effect from the Appointed Date, all debts (secured and unsecured), liabilities, bonds, debentures (including contingent liabilities), duties and obligations of every kind, nature and description of the Transferor Company 2 shall without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in, the Transferee Company, so as to become on and from the Appointed Date, the debts, liabilities, bonds, debentures (including contingent liabilities), duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company 2. Further, it shall not be necessary to obtain the Consent of any Person who is a party to contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this Clause. Necessary modification, as may be required would be carried out to the debt instrument issued by the Transferor Company 2, if any.



- 10.1.6 Upon this Scheme becoming effective, the secured creditors of the Transferor Company 2 and/or other holders of Encumbrance over the properties of the Transferor Company 2 shall be entitled to Encumbrance only in respect of the properties, assets, rights, benefits and interest of the Transferor Company 2, as existing immediately prior to the amalgamation of the Transferor Company 2 with the Transferee Company and the secured creditors of the Transferee Company and/or other holders of Encumbrance over the properties of the Transferee Company shall be entitled to Encumbrance only in respect of the properties, assets, rights, benefits and interest of the Transferee Company, as existing immediately prior to the amalgamation of the Transferor Company 2 with the Transferee Company. It is hereby clarified that pursuant to the amalgamation of the Transferor Company 2 with the Transferee Company, (a) the secured creditors of the Transferor Company 2 and/or other holders of Encumbrance over the properties of the Transferor Company 2 shall not be entitled to any additional Encumbrance over the properties, assets, rights, benefits and interest of the Transferee Company and therefore, such assets which are not currently Encumbered shall remain free and available for creation of any Encumbrance thereon in future in relation to any current or future indebtedness of the Transferee Company; and (b) the secured creditors of the Transferee Company and/or other holders of Encumbrance over the properties of the Transferee Company shall not be entitled to any additional Encumbrance over the properties, assets, rights, benefits and interest of the Transferor Company 2 and therefore, such assets which are not currently Encumbered shall remain free and available for creation of any Encumbrance thereon in future in relation to any current or future indebtedness of the Transferee Company.
- 10.1.7 On and from the Effective Date, and thereafter, the Transferee Company shall be entitled to operate all bank accounts, demat accounts, if any, of the Transferor Company 2 and realize all monies and complete and enforce all pending contracts and transactions and to accept stock returns and issue credit notes in relation to the Transferor Company 2 in the name of the Transferee Company in so far as may be necessary until the transfer of rights and obligations of the Transferor Company 2 to the Transferee Company under this Scheme have been formally given effect to under such contracts and transactions.
- 10.1.8 With effect from the Effective Date, the security creation, borrowing and investment limits of the Transferee Company under the Act shall be increased to the extent of the security creation, borrowing and investment limits of the Transferor Company 2, such limits being incremental to the existing limits of the Transferee Company.
- 10.1.9 Any corporate approvals obtained by the Transferor Company 2, whether for the purposes of compliance or otherwise, shall stand transferred to the Transferee Company and such corporate approvals and compliance shall be deemed to have been obtained and complied with by the Transferee Company.



- 10.1.10 All Governmental Approvals and other Consents, permissions, quotas, rights, authorizations, entitlements, no objection certificates and licenses, including those relating to tenancies, privileges, powers and facilities of every kind and description of whatsoever nature, to which the Transferor Company 2 are a party or to the benefit of which the Transferor Company 2 may be entitled to use or which may be required to carry on the operations of the Transferor Company 2, and which are subsisting or in effect immediately prior to the Effective Date, shall be, and remain, in full force and effect in favour of or against the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company 2, the Transferee Company had been a party, a beneficiary or an obligee thereto and shall be appropriately mutated by the relevant Governmental Authorities in favour of the Transferee Company. In so far as the various incentives, service tax benefits, subsidies (including applications for subsidies), rehabilitation schemes, grants, special status, rights, and other benefits or privileges enjoyed, granted by any Governmental Authority or by any other Person, or availed of by the Transferor Company 2 is concerned, the same shall, without any further act or deed, vest with and be available to the Transferee Company on the same terms and conditions as are available to the Transferor Company 2.
- 10.1.11 With effect from the Appointed Date, all registrations, licenses, trademarks, brands, copyrights, domain names, applications for copyrights, trade-names, trademarks, and any other intellectual property pertaining to the Transferor Company 2, if any, shall stand vested in the Transferee Company without any further act, instrument or deed, upon the sanction of the Scheme.
- 10.1.12 All taxes (including but not limited to advance tax, self-assessment tax, regular tax, tax deducted at source, minimum alternate tax credits, dividend distribution tax, securities transaction tax, taxes withheld/ paid in a foreign country, value added tax, sales tax, service tax, goods and service tax etc.) paid / payable by or refunded / refundable to the Transferor Company 2 with effect from the Appointed Date, including all or any refunds or claims shall be treated as the tax liability or refunds/ claims, etc. as the case may be, of the Transferee Company, and any tax incentives, advantages, privileges, accumulated losses and allowance for unabsorbed depreciation as per Section 72A of the IT Act, losses brought forward and unabsorbed depreciation as per books of account, deductions otherwise admissible such as under Section 40, 40A, 43B, etc. of the IT Act, exemptions, credits, holidays, remissions, reductions, service tax input credits, GST input credits etc., as would have been available to the Transferor Company 2, shall pursuant to this Scheme becoming effective, be available to the Transferee Company. This clause to be read along with Clause 19 of this Scheme.



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

10.1.14 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that with effect from the Appointed Date, all Consents, permissions, certificates, clearances, authorities, power of attorneys given by, issued to or in favour of the Transferor Company 2 shall stand transferred to the Transferee Company, as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to the Transferee Company.

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

10.1.16 With effect from the Effective Date, all inter se contracts solely between the Transferor Company 2 and the Transferee Company shall stand cancelled and cease to operate, and appropriate effect shall be given to such cancellation and cessation in the books of accounts and records of the Transferee Company.



10.1.17 With effect from the Effective Date, there will be no accrual of income or expense on account of any transactions, including *inter alia* any transactions in the nature of sale or transfer of any goods, materials or services, between the respective Transferor Company 2 and the Transferee Company. For avoidance of doubt, it is hereby clarified that with effect from the Effective Date, there will be no accrual of interest or other charges in respect of any inter se loans, deposits or balances between the respective Transferor Company 2 and the Transferee Company.

10.1.18 For avoidance of doubt and without prejudice to the generality of any applicable provisions of this Scheme, it is clarified that in order to ensure (i) implementation of the provisions of the Scheme; (ii) uninterrupted transfer of the relevant Consents, approvals, patents, permissions, licenses, registrations, certificates etc.; and (iii) continued vesting of the benefits, exemptions available to the Transferor Company 2 in favour of the Transferee Company, the Board of Directors of the Transferor Company 2 and the Transferee Company shall be deemed to be authorized to execute or enter into necessary documentations with any regulatory authorities or third parties, if applicable and the same shall be considered as giving effect to the NCLT Order and shall be considered as an integral part of this Scheme. Further, the Transferee Company shall be deemed to be authorized to execute or enter into necessary documentations with any regulatory authorities or third parties, if applicable, on behalf of the Transferor Company 2 and to carry out or perform all such formalities or compliance required for the purpose of implementation of the provisions of the Scheme.

10.1.19 For avoidance of doubt and without prejudice to the generality of any applicable provisions of this Scheme, it is clarified that in order to ensure the smooth transition and sales of products and inventory of the Transferor Company 2 manufactured and/or branded and/or labelled and/or packed in the name of the Transferor Company 2 prior to the Effective Date, the Transferee Company shall have the right to own, use, market, sell, exhaust or to in any manner deal with any such products and inventory (including packing material) pertaining to the Transferor Company 2 at manufacturing locations or warehouses or retail stores or elsewhere, without making any modifications whatsoever to such products and/or their branding, packing or labelling. All invoices/ payment related documents pertaining to such products and inventory (including packing material) may be raised in the name of the Transferee Company after the Effective Date.

11. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

11.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, understandings whether written or oral and other instruments, if any, of whatsoever nature to which the Transferor Company 2 is a party or to the benefit of which the Transferor Company 2 may be eligible and which are subsisting or having effect on the Appointed Date, without any further act, instrument or deed, shall be in full force and effect



against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectively as if, instead of the Transferor Company 2, the Transferee Company had been a party or beneficiary or obligee thereto.

- 11.2 Without prejudice to other provisions of this Scheme and notwithstanding the fact that the vesting of the Undertaking 2 occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any Applicable Law or otherwise, execute deeds of confirmation in favour of any party to any contract or arrangement to which the Transferor Company 2 is a party 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 authorised to execute any such writings on behalf of the Transferor Company 2 and to carry out or perform all formalities or compliances required for the purposes referred to above on the part of the Transferor Company 2.

12. STAFF, EMPLOYEES & WORKMEN

- 12.1 Upon the coming into effect of this Scheme, all the employees on the payroll of the Transferor Company 2, engaged in or in relation to the Undertaking 2, as on the Effective Date, shall become and be deemed to have become the employees of the Transferee Company with effect from the Appointed Date or their respective joining date, whichever is later, without any break or interruption of service and with the benefit of continuity of service on terms and conditions which are not less favourable than the terms and conditions as were applicable.
- 12.2 The Transferee Company agree that the service of all the employees of the Transferor Company 2 immediately prior to the Effective Date shall be taken into account for the purpose of retirement benefits to which they may be eligible in the Transferor Company 2 immediately prior to the coming into effect of this Scheme. The Transferee Company further agrees that for the purpose of payment of any retrenchment compensation, gratuity, grants, stock options or other terminal benefits, such past service with the Transferor Company 2, shall also be taken into account and agrees and undertakes to pay the same as and when payable.
- 12.3 Upon the coming into effect of this Scheme, the Transferee Company shall make all the necessary contributions for such transferred employees and deposit the same in provident fund, gratuity fund or superannuation fund or any other special fund or staff welfare scheme or any other special scheme under the Applicable Law. The Transferee Company will also file relevant intimations to the statutory authorities concerned who shall take the same on record and substitute the name of the Transferor Company 2 for the Transferee Company.



12.4 Subject to the Applicable Law, the existing provident fund, gratuity fund and pension and/or superannuation fund/ trusts, retirement funds or employees state insurance schemes or pension scheme or employee deposit linked insurance scheme or any other benefits, if any, created by the Transferor Company 2 for its employees, shall be continued on the same terms and conditions and will be transferred to the necessary funds, schemes or trusts of the Transferee Company without any separate act, deed or approval and till the time such necessary funds, schemes or trusts are created by the Transferee Company, all contributions shall continue to be made to the respective existing funds, schemes or trusts of the Transferor Company 2.

13. CONSIDERATION

13.1 Upon coming into effect of this Scheme, and in consideration of the amalgamation of the Undertaking 2 in the Transferee Company, the Transferee Company shall without any further application, act, instrument or deed, issue and allot to all the equity shareholders (other than the Transferor Company 1) of the Transferor Company 2, whose names appear in the register of members as on the Record Date, fully paid up equity shares, free and clear from all Encumbrances together with all rights and benefits attaching thereto in the following share exchange ratio ("**Share Exchange Ratio**"):

1 (One) equity shares of INR 10/- each credited as fully paid-up of the Transferee Company for every 15 (Fifteen) equity shares of INR 2/- each fully paid-up held by such equity shareholder in the Transferor Company 2.

13.2 Mr. Sujal Anil Shah and Mr. Vikrant Jain, Independent Chartered Accountants, appointed by the Transferor Company 2 and the Transferee Company, respectively, have issued their respective reports on the Share Exchange Ratio adopted under the Scheme (collectively "**Valuation Reports**"). RBSA Capital Advisors LLP and EY Merchant Banking Services Private Limited, SEBI Registered Category 1 Merchant Bankers, appointed by the Transferor Company 2 and the Transferee Company, respectively, have provided their respective fairness opinions on the Share Exchange Ratio in compliance with the applicable provisions of the SEBI Circular (collectively "**Fairness Opinions**"). The Valuation Reports and the Fairness Opinions on the Share Exchange Ratio have been duly considered by the respective Board of both, the Transferor Company 2 and the Transferee Company.

13.3 The equity shares to be issued pursuant to Clause 13.1 above, shall be issued to the shareholders of the Transferor Company 2 in such form, physical or dematerialized as permitted under Applicable Law.



- 13.4 The equity shares to be issued by the Transferee Company pursuant to Clause 13.1 above in respect of such equity shares of Transferor Company 2 which are held in abeyance under the provisions of Section 126 of the Act (erstwhile Section 206A of the Companies Act, 1956) or otherwise shall, pending allotment or settlement of the dispute by order of a court or otherwise, also shall be kept in abeyance by the Transferee Company.
- 13.5 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholders of the Transferor Company 2, the Board of Directors of the Transferor Company 2, shall be empowered prior to the Record Date, to effectuate such transfers in the Transferor Company 2 as if such changes in registered holders were operative as on the Record Date, in order to remove any difficulties arising to the transferors of the shares issued by the Transferee Company pursuant to Clause 13.1 above after the Scheme is effected. The Board of Directors of the Transferee Company shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new members in the Transferee Company on account of difficulties faced in the transition period.
- 13.6 The equity shares issued and allotted by the Transferee Company, in terms of Clause 13.1 above, 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 existing equity shares of the Transferee Company including as regards entitlement to dividend and other distributions and repayment of capital declared or paid on or after the Effective Date and voting and other rights. Further, the Transferee Company shall, if required, take all necessary steps for increase of authorized share capital for issue of the equity shares pursuant to Clause 13.1 above.
- 13.7 At the time of issue and allotment of equity shares in terms of Clause 13.1 above, the Board of Directors of the Transferee Company shall consolidate all fractional entitlements, and allot equity shares in lieu thereof to a corporate trustee or such other authorized representative(s) as the Board of Directors of the Transferee Company shall appoint in this behalf, who shall hold the equity shares issued in the Transferee Company, in trust on behalf of the equity shareholders entitled to fractional entitlements with the express understanding that such corporate trustee or other authorized representative(s) shall sell the same in the market at such time or times and at such price or prices and to such person or persons, as it/he/they may deem fit, and pay to the Transferee Company, the net sale proceeds thereof, whereupon the Transferee Company shall distribute such net sale proceeds (after deduction of applicable taxes, if any), to the equity shareholders in proportion to their respective fractional entitlements. The Board of Directors of the Transferee Company, if it deems necessary, in the interests of allottees, approve such other method in this behalf as it may, in its absolute discretion, deem fit.



- 13.8 Upon the Scheme becoming effective and upon the equity shares allotted and issued in terms of Clause 13.1 above, the equity shares of the Transferor Company 2, both in electronic form and in the physical form, shall be deemed to have been automatically cancelled and be of no effect on and from the Record Date.
- 13.9 The equity shares allotted and issued in terms of Clause 13.1 above, shall be listed and/or admitted to trading on the Stock Exchanges, where the equity shares of the Transferee Company are listed and/or admitted to trading; subject to the Transferee Company obtaining the requisite Governmental approvals pertaining to their listing.
- 13.10 It is clarified that upon the approval of this Scheme by the shareholders and/or the creditors of the respective Transferor Company 2 and the Transferee Company under Sections 230 to 232 of the Act, the shareholders and/or the creditors shall be deemed to have approved this Scheme under Sections 13, 14, 62, 188 and any other applicable provisions under the Act and the SEBI Circulars, and that no separate approval from or any shareholders and/or the creditors nor any further action, to that extent shall be required to be sought or undertaken by the Transferor Company 2 and the Transferee Company respectively, for the matters specified in this Scheme.

14. ACCOUNTING TREATMENT

- 14.1 Upon coming into effect of this Scheme, the Transferee Company shall account for the amalgamation of the Transferor Company 2 in its books of accounts in accordance with "Pooling of Interest Method" of accounting as laid down in Ind AS 103 (Business Combinations) and relevant clarifications issued by Institute of Chartered Accountants of India (ICAI).

15. LEGAL PROCEEDINGS

- 15.1 Upon coming into effect of this Scheme, if any suit, appeal or other legal proceeding including quasi-judicial, arbitral and other administrative proceedings, if any, of whatsoever nature by or against the Transferor Company 2 be pending and/or arising on or before the Appointed Date, the same shall not abate or be discontinued or be in any way prejudicially affected by reason of the transfer of the Undertaking 2 or anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced, as the case may be, by or against the Transferee Company in the same manner and to the same extent as it would be or might have been continued, prosecuted and enforced by or against the Transferor Company 2, if this Scheme had not been made.



The Transferee Company undertakes to have all legal or such other proceedings specified in this Clause 15.1, initiated by or against the Transferor Company 2, transferred to its name and to have such proceedings continued, prosecuted and enforced by or against the Transferee Company, as the case may be. Following the Effective Date, the Transferee Company may initiate any legal proceedings for and on behalf of the Transferor Company 2.

16. CANCELLATION OF SHARES

16.1 Upon coming into effect of this Scheme, the shares of the Transferor Company 2 held by the Transferee Company on the Effective Date shall be extinguished or shall be deemed to be extinguished and all such shares held by the Transferee Company shall be cancelled and shall be deemed to be cancelled without any further application, act or deed. It is clarified that on and from the Effective Date, any equity shares held by the Transferor Company 1 and preference shares held by the Transferee Company in the Transferor Company 2 shall stand cancelled. Further, the investment in the shares of the Transferor Company 2, appearing in the books of accounts of the Transferee Company shall, without any further act or deed, stand cancelled.

17. SAVING OF CONCLUDED TRANSACTIONS

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

18. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

18.1 With effect from the Appointed Date and up to the Effective Date:

18.1.1 For and on account of and in trust for the Transferee Company, the Transferor Company 2 shall, in respect of the Undertaking 2, be deemed to have been carrying on and shall carry on their respective business and activities and shall hold and deal with their respective properties and assets including any transfer, disposal or sale of such assets/undertaking or part thereof and properties and in a manner that it does not adversely impact the interest of any stakeholder. The Transferor Company 2 hereby undertakes to deal with the said assets/undertaking or properties including any transfer, disposal or sale, as per Applicable Laws until the Effective Date.



- 18.1.2 On or after the Appointed Date but before the Effective Date, all the profits or income accruing or arising to the Transferor Company 2, in respect of the Undertaking 2 or expenditure or losses arising to or incurred by the Transferor Company 2 in respect of the Undertaking 2, shall for all purposes and intents be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses (as the case may be) of the Transferee Company.
- 18.1.3 The Transferor Company 2 shall carry on its business and activities with reasonable diligence and prudence and shall not without the prior written consent of the Transferee Company, alienate, transfer, sell, charge, mortgage, Encumber or otherwise deal with or dispose-off, the Undertaking 2 or part thereof, except in the ordinary course of business. The Transferor Company 2 shall not undertake any new businesses within the Undertaking 2 except in the ordinary course of its business.
- 18.1.4 The Transferor Company 2 shall not utilize the profits, for the purpose of declaring or paying any dividend in respect of the period falling on and after the Appointed Date.
- 18.1.5 Where any of the liabilities and obligations attributed to the Undertaking 2, has been discharged by the Transferor Company 2, on or after the Appointed Date but before the Effective Date, such discharge shall be deemed to have been for and on behalf of the Transferee Company.
- 18.1.6 All loans raised and liabilities incurred by the Transferor Company 2, after the Appointed Date but before the Effective Date and subsisting as on the Effective Date, for operations of the Undertaking 2 shall be discharged by the Transferee Company on or after the Effective Date.
- 18.1.7 The Transferee Company and/or Transferor Company 2 shall be entitled, pending the sanction of the Scheme, to apply to the concerned Governmental Authorities, if required under Applicable Law or deemed appropriate, for such consents, approvals and sanctions which may be required to carry on the business of the Transferor Company 2.
- 18.1.8 The Transferor Company 2 shall not vary the terms and conditions of service of the employees or conclude settlements with unions or employees, except in the ordinary course of business or consistent with past practice or pursuant to any pre-existing obligation without the prior written consent of the Board of Directors of the Transferee Company.



PART IV

GENERAL TERMS AND CONDITIONS

19. COMPLIANCE WITH TAX LAWS AS APPLICABLE TO THE SCHEME

- 19.1 This Scheme is in compliance with the conditions relating to "amalgamation" as specified under Section 2(1B) of the IT Act. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section at a later date including resulting from a retrospective amendment of law or for any other reason whatsoever, till the time the Scheme becomes effective, the provisions of the said Section of the IT Act shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the IT Act.
- 19.2 On or after the Effective Date, the Companies shall have the right to revise their respective financial statements and tax returns along with the prescribed forms, filings and annexures under the provisions of IT Act (including for the purpose of re-computing income-tax under the normal provisions, minimum alternative tax, and claiming other tax benefits), Wealth Tax Act, 1957, customs duty law, central sales tax, applicable state value added tax, service tax laws, excise duty laws, goods and services tax, VAT law or other tax laws, and to claim refunds and/or credits for taxes paid (including minimum alternate tax, tax deducted at source, goods and service tax etc.), and to claim tax benefits etc. and for matters incidental thereto, if required to give effect to the provisions of the Scheme.
- 19.3 As and from the Effective Date, all tax proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Companies. Further, all tax proceedings shall not in any way be prejudicially affected by reason of the amalgamation of the Transferor Companies with the Transferee Company or anything contained in the Scheme.
- 19.4 Any tax liabilities under the IT Act, Wealth Tax Act, 1957, customs duty laws, central sales tax, applicable state value added tax, service tax laws, excise duty laws, goods and service tax, VAT law or other applicable laws/ regulations dealing with taxes, duties, levies allocable or related to the business of the Transferor Companies to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred or stand transferred to Transferee Company. Any surplus in the provision for taxation/ duties/ levies account including advance tax and tax deducted at source and MAT credit as on the date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company.



- 19.5 Any refund under the IT Act, Wealth Tax Act, 1957, customs duty laws, central sales tax, applicable state value added tax, service tax laws, excise duty laws, goods and service tax, VAT law or other applicable laws/ regulations dealing with taxes/ duties/ levies allocable or related to the business of the Transferor Companies due to Transferor Companies consequent to the assessment made on the Transferor Companies and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.
- 19.6 Any tax payment (including, without limitation, income-tax, minimum alternate tax, taxes withheld/ paid in a foreign country, dividend distribution tax, securities transaction tax, sales tax, excise duty, custom duty, service tax, value added tax, goods and service tax etc.) whether by way of deduction at source, advance tax or otherwise, howsoever, by the Transferor Companies in respect of the profits or activities or operation of the business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly. Further, any tax deducted at source by the Transferor Companies/ the Transferee Company including on payables to the Transferee Company/ the Transferor Companies including on account of investments (if any) held by the Transferee Company in the Transferor Companies which has been deemed not to be accrued, shall be deemed to be advance taxes paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.
- 19.7 Obligation for deduction of tax at source on any payment made by or to be made by the Transferor Companies under the IT Act, Wealth Tax Act, 1957, customs duty laws, central sales tax, applicable state value added tax, service tax laws, excise duty laws, goods and service tax, VAT law or other applicable laws/ regulations dealing with taxes/ duties/ levies shall be made or deemed to have been made and duly complied with by the Transferee Company.
- 19.8 All deductions otherwise admissible to the Transferor Companies including payment admissible on actual payment or on deduction of appropriate taxes or on payment of tax deducted at source (such as under Sections 40, 40A, 43B etc. of the IT Act) shall be available for deduction to the Transferee Company as it would have been available to the Transferor Companies.
- 19.9 The accumulated losses and the allowance for unabsorbed depreciation of the Transferor Companies shall be deemed to be the loss and the allowance for unabsorbed depreciation of the Transferee Company in accordance with Section 72A of the IT Act.



- 19.10 Further, the losses and unabsorbed depreciation as per books of account of the Transferor Companies as on the date immediately preceding the Appointed Date shall be deemed to be the brought forward losses and unabsorbed depreciation of the Transferee Company for the purpose of computation of book profit to calculate the minimum alternate tax payable by the Transferee Company.
- 19.11 Without prejudice to the generality of the above, accumulated losses and allowance for unabsorbed depreciation as per Section 72A of the IT Act, losses brought forward and unabsorbed depreciation as per books of account, credits (including, without limitation income tax, minimum alternate tax, tax deducted at source, taxes withheld/ paid in a foreign country, wealth tax, service tax, excise duty, central sales tax, applicable state value added tax, customs duty drawback, goods and service tax etc.) to which the Transferor Companies are entitled to in terms of applicable laws, shall be available to and vest in the Transferee Company upon coming into effect of this Scheme.

20. DISSOLUTION OF TRANSFEROR COMPANIES

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

21. AMENDMENT TO MEMORANDUM OF ASSOCIATION OF THE TRANSFEEE COMPANY, VALIDITY OF EXISTING RESOLUTIONS ETC.

- 21.1 The memorandum of association of the Transferee Company relating to the authorised share capital shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Section 13 and other applicable provisions of the Act, as the case may be.
- 21.2 In order to carry on the activities currently being carried on by the Transferor Company 2 in relation to the Undertaking 2, upon coming into effect of the Scheme, the applicable main objects in the memorandum of association of the Transferor Company 2 shall be added to the matters which are necessary for furtherance of the objects of the memorandum of association of the Transferee Company, to the extent such objects are not already covered by those of the Transferee Company.
- 21.3 It shall be deemed that the members of the Transferee Company have also resolved and accorded all relevant Consents under Section 13 of the Act. It is clarified that there will be no need to pass a separate shareholders' resolution as required under Section 13 of the Act for the amendment to the memorandum of association of the Transferee Company.



21.4 Upon the coming into effect of the Scheme and with effect from the Appointed Date, the resolutions of the Board of Directors of the respective Transferor Companies, including resolutions of any committees authorized by and comprising *inter alia* of members of the Board of Directors of the Transferor Companies, as are considered necessary by the Board of Directors of the Transferee Company and which are validly subsisting, shall be considered as resolutions of the Transferee Company.

22. APPLICATION TO NCLT

22.1 The Companies, shall, with all reasonable dispatch, simultaneously, make necessary applications/ petitions in the jurisdiction of the NCLT, where the registered offices of the Companies are situated at the time of filing, for sanctioning this Scheme and all matters ancillary or incidental thereto under Sections 230 to 232 and other applicable provisions of the Act.

23. MODIFICATIONS OR AMENDMENTS TO THE SCHEME

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

24. WITHDRAWAL OF THE SCHEME

24.1 The Companies shall be at liberty to withdraw this Scheme at any time as may be mutually agreed by the Board of Directors of the respective Companies prior to the Effective Date. In such a case, the Companies shall respectively bear their own cost or as may be mutually agreed. It is hereby clarified that notwithstanding anything to the contrary contained in this Scheme, the Companies shall not be entitled to withdraw the Scheme unilaterally without the prior written Consent of the other.



25. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS

- 25.1 The Scheme is and shall be conditional upon and subject to the following:
- 25.1.1 The requisite Consents, no-objections and approvals of the Stock Exchanges and SEBI to the Scheme in terms of the SEBI Circular and/or SEBI (Listing Obligations and Disclosures Requirements) Regulations, 2015, on terms acceptable to the Companies;
- 25.1.2 The Scheme being approved by respective requisite majorities in numbers and value of such classes of members and creditors of the Companies as may be directed by NCLT or required under Applicable Law;
- 25.1.3 The Scheme being approved by the public shareholders of the Transferee Company and the Transferor Company 2 through e-voting in terms of Paragraph 9(a) of Part I of Annexure I of the SEBI Circular and the Scheme shall be acted upon only if vote cast by the public shareholders in favour of the Scheme are more than the number of votes cast by the public shareholders against it.
- 25.1.4 The Scheme being sanctioned by NCLT under Section 230 to 232 of the Act, on terms as originally approved by or with such modifications as are acceptable to the Companies;
- 25.1.5 There having been no interim or final ruling, decree or direction by any Governmental Authority, which has not been stayed by an appellate authority, which has the effect of prohibiting or making unlawful, the consummation of the proposed Scheme by any of the Companies; and
- 25.1.6 The certified copy of the NCLT Order being filed with the Registrar of Companies by the respective Companies.

26. EFFECT OF NON-RECEIPT OF APPROVALS/ SANCTIONS

- 26.1 The Scheme shall not come into effect unless the aforementioned conditions mentioned in Clause 25.1 above are satisfied and in such an event, the Scheme shall become null and void. Unless each of the conditions are satisfied, no rights and liabilities whatsoever shall accrue to or be incurred inter se the Companies or their respective shareholders or creditors or employees or any other Person.

27. COSTS

- 27.1 All costs, charges and expenses including stamp duty and registration fee of any deed, document, instrument or the NCLT Order including this Scheme or in relation to the Scheme and of carrying out and implementing the terms and provisions of this Scheme and incidental to the completion of arrangement in pursuance of this Scheme shall be borne and paid by the Transferee Company.



28. MISCELLANEOUS

- 28.1 Upon coming into effect of the Scheme, all and any benefits which the Transferor Company 2 is entitled to or that are subsisting by virtue of the resolution plan approved by the Adjudicating Authority pursuant to the IBC Order, shall, without any further act, instrument or deed, be in full force and effect against or in favour of the Transferee Company, and may be enforced by or against the Transferee Company.
- 28.2 The Transferor Company 2 shall provide notification/ procure the requisite approval/ consent to the extent required under the Applicable Law, from any relevant governmental authorities including State Industries Promotion Corporation of Tamil Nadu Limited, Uttar Pradesh State Industrial Development Authority, Odisha Industrial Infrastructure Development Corporation in relation to the Scheme.
- 28.3 If any part and/ or provision of this Scheme hereof is invalid, ruled illegal by any court or tribunal of competent jurisdiction or unenforceable under present or future laws or is unworkable, then it is the intention of the parties to the Scheme that such provision shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such part and/ or provision shall cause this Scheme to become materially adverse to any party, in which case the parties to the Scheme shall attempt to bring about a modification in the Scheme, as will best preserve for such parties the benefits and obligations of the Scheme, including but not limited to such part and/ or provision.

