

SCHEME OF ARRANGEMENT

AMONGST

**DISTINCTIVE REALTY PRIVATE LIMITED
("TRANSFEROR COMPANY 1")**

AND

**AMAZIA DEVELOPERS PRIVATE LIMITED
("TRANSFEREE COMPANY 1" OR "TRANSFEROR COMPANY 2")**

AND

**NITANT REAL ESTATE PRIVATE LIMITED
("TRANSFEROR COMPANY 3")**

AND

**HUBTOWN LIMITED
("TRANSFEREE COMPANY 2")**

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

**UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS THE
COMPANIES ACT, 2013 READ WITH APPLICABLE RULES MADE THEREUNDER**



1. PREAMBLE

1.1 This Scheme of Arrangement ("Scheme") is presented under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 and the rules made thereunder including any statutory modifications or re-enactments thereof ("Act"), if any, for

1.1.1 the merger / amalgamation of Transferor Company 1 (as defined hereinafter) into and with Transferee Company 1 (as defined hereinafter) ("Amalgamation I"); and

1.1.2 Immediately after coming into effect of the Amalgamation I as stated above, merger / amalgamation of Transferor Company 2 (as defined hereinafter) and Transferor Company 3 (as defined hereinafter) into and with Transferee Company 2 (as defined hereinafter) ("Amalgamation II").

1.2 In addition, this Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

2. OVERVIEW OF THE SCHEME

2.1 The Scheme envisages merger / amalgamation of Transferor Company 1 into and with Transferee Company 1 (elaborated in Part II of the Scheme) in compliance with the provisions of Section 2(1B) of the Income-tax Act, 1961 ("IT Act"), such that:

2.1.1 all the properties of the Transferor Company 1 immediately before Amalgamation I shall become the property of the Transferee Company 1 by virtue of Amalgamation I;

2.1.2 all the liabilities of the Transferor Company 1 immediately before Amalgamation I shall become the liabilities of the Transferee Company 1, by virtue of Amalgamation I;

2.1.3 Transferor Company 1 is a wholly owned subsidiary of Transferee Company 1 and hence in consideration for Amalgamation I, Transferee Company 1 shall not issue any shares under the Scheme. The existing shareholding of the Transferor Company 1 held by Transferee Company 1 will get cancelled pursuant to the Scheme.

2.2 Post coming into effect of Amalgamation I, the Scheme also envisages merger / amalgamation of Transferor Company 2 and Transferor Company 3 into and with Transferee Company 2 (elaborated in Part III of the Scheme) in compliance with the provisions of Section 2(1B) of the IT Act, such that:

2.2.1 all the properties of Transferor Company 2 and Transferor Company 3 immediately before Amalgamation II shall become the property of Transferee Company 2 by virtue of Amalgamation II;

2.2.2 all the liabilities of the Transferor Company 2 and Transferor Company 3 immediately before Amalgamation II shall become the liabilities of the Transferee Company 2, by virtue of Amalgamation II;

2.2.3 Transferee Company 2 issues, in consideration of Amalgamation II, its shares to the shareholders of the Transferor Company 2 and Transferor Company 3 in accordance with the Share Entitlement Ratios (as defined hereinafter) approved by the board of directors of the Transferee Company 2, the Transferor Company 2 and the Transferor Company 3 and pursuant to sections 230 to 232 and other relevant provisions of the Act in the manner provided for in this Scheme and in compliance with the provisions of the IT Act.

2.2.4 shareholders holding not less than three-fourths in value of the shares of Transferor Company 2 and Transferor Company 3 become shareholders of Transferee Company 2 by virtue of Amalgamation II;

2.3 Amalgamation I and Amalgamation II shall be effective from the Appointed Date but will be operative from the Effective Date.

2.4 Amalgamation I shall precede Amalgamation II.

2.5 If any of the terms or provisions of the Scheme are found to be inconsistent with the provisions of Section 2(1B) of the IT Act at a later date, including resulting from amendment of law or for any other reason whatsoever, the provisions of Section 2(1B) of the

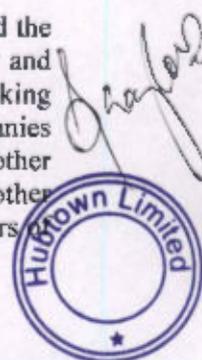


IT Act, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with the provisions of Section 2(1B) of the IT Act. Such modifications, however, will not affect other parts of the Scheme.

- 2.6 The Scheme is in accordance with the provisions of the Memorandum of Association and Articles of Association of the Companies (as defined hereinafter) involved in the Scheme.

3. RATIONALE OF THE SCHEME

- 3.1 Transferor Company 1, Transferor Company 2 and Transferor Company 3 (hereinafter collectively known as "**Merging Companies**") are group companies, which are being jointly controlled, directly or indirectly, by persons forming part of the Promoter and Promoter Group of Transferee Company 2.
- 3.2 The Merging Companies collectively hold 98.86% equity stake in Twenty Five South Realty Limited ("**TFSRL**"), which is currently developing a super-luxury residential project named '25 South' located at Prabhadevi, Mumbai. TFSRL further holds 75% equity stake in Twenty Five Downtown Realty Limited ("**TFDRL**") which is currently developing a super-luxury residential project named '25 Downtown' located adjacent to the Willingdon Golf Club, Mahalaxmi. The balance 25% equity stake in TFDRL is held by Transferee Company 2 viz. Hubtown Limited. The said projects are envisioned as a premium high-end residential developments, strategically located in a prime areas of Mumbai, offering modern amenities. In light of their prime location and design attributes, the said projects are expected to attract significant interest from homebuyers and investors thereby contributing meaningfully to the growth trajectory, market standing and financial positions of the Merging Companies.
- 3.3 Considering the increasing demand for premium real estate in Mumbai and the unique features and location advantages of '25 South' and '25 Downtown', the said projects are anticipated to generate substantial financial returns for the Merging Companies.
- 3.4 Given that Transferor Company 1 is a wholly owned subsidiary of the Transferee Company 1, it is proposed to first amalgamate Transferor Company 1 into and with the Transferee Company 1 ("**Amalgamation I**") and immediately upon coming into effect of Amalgamation I, it is proposed to amalgamate Transferor Company 2 and Transferor Company 3 into and with the Transferee Company 2 ("**Amalgamation II**"), with effect from the Appointed Date of October 01, 2025 ("**Mergers**").
- 3.5 The proposed Mergers are also intended to enhance the investment profile of the consolidated entity by aligning high-potential real estate assets with a broader business platform of the Transferee Company 2 and at the same time, discharge the consideration for acquisition / aggregation of '25 South' and '25 Downtown' through the merger of the Merging Companies into the Transferee Company 2, in the manner as stated in Para 3.4 above, in non-monetary form by issue of its equity shares to the shareholders of the Merging Companies. The integration is expected to position the Transferee Company 2 more favorably in the eyes of the existing and prospective shareholders, lenders and strategic partners, and further strengthen its standing as a key player in the real estate and infrastructure development sector.
- 3.6 In addition to the above, the merger / amalgamation of the Merging Companies with the Transferee Company 2, in the manner as stated in Para 3.4 above, will also provide ancillary benefits in the form of administrative and operational rationalization and promote organizational efficiencies with the achievement of greater economies of scale, reduction in overheads and improvement in various other operating parameters including administrative, managerial and other expenditure, and optimal utilization of resources by elimination of duplication of activities and related costs.
- 3.7 Thus, with an intent to achieve aforesaid objectives and further in order to consolidate, streamline and effectively merge the Merging Companies and the Transferee Company 2 in a single entity it is intended that the Merging Companies be merged / amalgamated with the Transferee Company 2, in the manner as stated in Para 3.4 above.
- 3.8 In view of the aforesaid objectives, the Board of Directors of the Merging Companies and the Transferee Company 2 have considered and proposed the amalgamation for the transfer and vesting of the Undertaking of Transferor Company 1 (as defined hereinafter) and Undertaking of Transferor Companies (as defined hereinafter) and business of the Merging Companies with and into the Transferee Company 2, in the manner as stated in Para 3.4 above, and other ancillary and incidental matters stated herein, with an opinion that the amalgamation and other provisions of the Scheme would benefit the shareholders, employees and other stakeholders of the Merging Companies and the Transferee Company 2.



- 3.9 The amalgamation of the Merging Companies with the Transferee Company 2, in the manner as stated in Para 3.4 above, will combine the business, activities and operations of the Merging Companies and the Transferee Company 2 into a single company with effect from the Appointed Date and shall be in compliance with the provisions of the IT Act (as defined hereinafter), including Section 2(1B) thereof or any amendments thereto.

4. NO ARRANGEMENT WITH THE CREDITORS

- 4.1 Under the proposed Scheme, there is no arrangement proposed to be entered into with the creditors, either secured and/or unsecured creditors of the Companies. The liability towards the creditors of the Transferor Company 1 are neither being reduced nor being extinguished but shall be assumed and discharged by the Transferee Company 1, in the ordinary course of business. Similarly, the liability towards the creditors of the Transferor Company 2 and Transferor Company 3 are neither being reduced nor being extinguished but shall be assumed and discharged by Transferee Company 2 in the ordinary course of business.

5. PARTS OF THE SCHEME

The Scheme is divided into the following parts:

- 5.1 **Part I** deals with the background of companies, definitions, interpretation and share capital;
- 5.2 **Part II** deals with the merger / amalgamation of Transferor Company 1 into and with the Transferee Company 1, in accordance with Section 2(1B) of the IT Act and Sections 230 to 232 of the Act and / or other relevant provisions of the Act.
- 5.3 **Part III** deals with the merger / amalgamation of Transferor Company 2 and Transferor Company 3 into and with the Transferee Company 2, in accordance with Section 2(1B) of the IT Act and Sections 230 to 232 of the Act and / or other relevant provisions of the Act.
- 5.4 **Part IV** deals with the general terms and conditions that would be applicable to the Scheme.



PART I

BACKGROUND OF COMPANIES, DEFINITIONS, INTERPRETATION, AND SHARE CAPITAL

6. BACKGROUND OF COMPANIES

6.1 Distinctive Realty Private Limited ("DRPL" or "Transferor Company 1")

6.1.1 DRPL was incorporated on October 04, 2006 under the provisions of the Companies Act, 1956 as a Private Limited Company in the State of Maharashtra. The Corporate Identity Number of DRPL is U45201MH2006PTC165062.

6.1.2 The registered office of the DRPL is situated at Unit No. 117, First Floor, Rehab Building No. 4, Road No. 7, Marol, MIDC, Andheri (East), Mumbai - 400 093, Maharashtra, India.

6.1.3 DRPL is primarily engaged in real estate business of developing, building and construction of residential, commercial and industrial premises. The main objects as set out in the Memorandum of Association is as under:

1. "To carry on the business of contractors, promoters, developers, builders and construction and maintenance contractors, architects, RCC Consultants and developers of land, plot, resorts, farm houses, residential premises (including blocks, flats, apartments, bungalows, row houses, chawls, hutments), commercial and industrial premises (including industrial estates, factories, workshops, godowns, warehouse, hotels, stores, offices, shops, showrooms, places of sports, entertainment, hospitals, garages) dams, reservoirs, wells, canals, tanks, compounds, infrastructure projects, walls, roads, streets, bridges, tunnels, flyovers, offshore platforms, ports, terminal, highways, paths, streets, sideways, structures, temporary or permanent and to undertake preparation and development of drawing, designs, layouts and to make contracts, agreements at various levels including central Government, Semi-Government, State Government, Municipal and Grampanchayat and of local authorities and private parties, corporate bodies, trust, Co-operative Societies or any statutory authority and to act as Government contractors and real estate agents and consultants."

6.1.4 The securities of DRPL are not listed on any stock exchange in India or abroad.

6.1.5 DRPL is a wholly owned subsidiary of ADPL.

6.2 Amazia Developers Private Limited ("ADPL" or "Transferee Company 1" or "Transferor Company 2")

6.2.1 ADPL was incorporated on October 04, 2006, under the provisions of the Companies Act, 1956 as a Private Limited Company in the State of Maharashtra. The Corporate Identity Number of ADPL is U45201MH2006PTC165051.

6.2.2 The registered office of ADPL is situated at Unit No. 116, First Floor, Rehab Building No. 4, Akruti Annexe, Road No. 7, Marol, MIDC, Andheri (East), Mumbai - 400 093, Maharashtra, India.

6.2.3 ADPL is primarily engaged in the real estate business of construction and development of residential and commercial premises through both - on its own and through its subsidiaries / joint ventures / associate companies. The main objects as set out in the Memorandum of Association is as under:

1. "To carry on the business of contractors, promoters, developers, builders and construction and maintenance contractors, architects, RCC Consultants and developers of land, plot, resorts, farmhouses, residential premises. (including blocks, flats, apartments, bungalows, row houses, chawls, hutments), commercial and industrial premises (including industrial estates, factories, workshops, godowns, warehouse, hotels, Stores, offices, shops, showrooms, places of sports, entertainment, hospitals, garages) dams, reservoirs, wells, canals, tanks, compounds, infrastructure projects, walls, roads, streets, bridges, tunnels, flyovers, offshore platforms, ports, terminal, highways, paths, streets, sideways, structures, temporary or permanent and to undertake preparation



and development of drawing, designs, layouts and to make contracts, agreements at various levels including Central Government, Semi-Government, State Government, Municipal and Grampanchayat and of local authorities and private parties, corporate bodies, trust, Co-operative Societies or any statutory authority and to act as Government contractors and real estate agents and consultants."

6.2.4 The securities of ADPL are not listed on any stock exchange in India or abroad.

6.3 Nitant Real Estate Private Limited ("NREPL" or "Transferor Company 3")

6.3.1 NREPL was incorporated on July 20, 2010, under the provisions of the Companies Act, 1956 as a Private Limited Company in the State of Maharashtra. The Corporate Identity Number of NREPL is U70102MH2010PTC205729.

6.3.2 The registered office of the NREPL is situated at Hindoostan Mills Compound, Kashinath Dhuri Marg, Off Veer Savarkar Marg, Near Siddhivinayak Mandir, Mumbai – 400 025, Maharashtra, India.

6.3.3 NREPL is primarily engaged in the real estate business of developing, building and construction of residential, commercial and industrial premises. The main objects as set out in the Memorandum of Association is as under:

1. *"To carry on in India or abroad the business of builders, developers, infrastructural development contractors, contractors, designers, architects, decorators, consultants and estate agents and to buy, acquire, purchase, build, develop, sell, lease, manage, take on lease, any interest in any lands, buildings, property, real or personal estate, TDR or hereditaments of any tenure or description in India or abroad for residential, commercial, industrial or other purposes and any rights, easements, advantages and privileges relating thereto and either for resale or trading or for trafficking in the same and to turn the same to account as may seem expedient and in particular by laying out, developing or to assist in developing and preparing sites by planting, paving, draining and by constructing, reconstructing, pulling down, rebuilding, enlarging, extending, altering, improving, decorating, houses, Mass housing Slum redevelopment, factories, hotels, restaurants café, refreshment room, cinema houses, building and conveniences or by consolidating or by connecting or sub-dividing properties or by leasing, letting or renting, selling (by installments, ownership hire purchase basis or otherwise) and disposing of the same on Any other terms and conditions and to undertake contracts for any type of infrastructure facilities including road, dam, checked dam, bridge, airport, runway, railway platform, stations, subway, underground ways, tunnel, helipad and highways."*

6.3.4 The securities of NREPL are not listed on any stock exchange in India or abroad.

6.4 Hubtown Limited ("HL" or "Transferee Company 2")

6.4.1 HL was incorporated on February 16, 1989, under the provisions of the Companies Act, 1956 as a Private Limited Company in the State of Maharashtra under the name and style of "Akruti Nirman Private Limited". Subsequently, in terms of special resolution passed by the members of HL in its Extra Ordinary General Meeting ("EGM") held on February 13, 2002 and upon approval granted by the Registrar of Companies ("RoC"), Maharashtra on April 11, 2002, HL was converted into a Public Limited Company and pursuant thereto, its name was changed to "Akruti Nirman Limited". Subsequently, the name of the Company was changed (i) from "Akruti Nirman Limited" to "Akruti City Limited" upon approval granted by RoC on October 11, 2007; ii) from "Akruti City Limited" to "Ackruti City Limited" upon approval granted by RoC on June 01, 2009; and iii) from "Ackruti City Limited" to "Hubtown Limited" upon approval granted by RoC on October 31, 2011. The Corporate Identity Number (CIN) of HL is L45200MH1989PLC050688.

6.4.2 The registered office of HL is situated at Hubtown Seasons, CTS No. 469-A, Opp. Jain Temple, R.K. Chemburkar Marg, Chembur (East), Mumbai – 400 071, Maharashtra, India.



6.4.3 HL is primarily engaged in the business of construction and development of residential and commercial premises, Build Operate Transfer (BOT) Projects, etc. either directly and / or through its subsidiaries / joint ventures / associate companies. The main objects as set out in the Memorandum of Association is as under:

1. *"To engage, undertake and execute any contracts for works construction or projects involving civil, mechanical and electrical engineering.*
2. *To undertake and execute contract for designing and constructing bridges, ecqueducts, tunnels, industrial sheds, cooling towers, foundations, canals, weirs, dams, mass excavations, public utility structures, buildings.*
3. *To carry on business of Builders, Contractors, Dealers in and manufacture of pre-fabricated and pre-cast houses, buildings or erection and material, tools, implements, machines and metalware in connection therewith or incidental thereto fabrication or erection of steel or tubular structures.*
4. *To purchase, develop, take in exchange or on lease hire or otherwise acquire, whether for investment and or sale or working the same, any real or personal estate or property including land, mine business building, factory, mill, houses, cottages, shops, mineral, right concession, privilege, licences, lease whatsoever for the purpose of the Company in consideration for a gross sum or rent or partly in or one and partly in other or for sum other consideration and to carry on business as proprietor of flats and buildings and to let on lease any houses, apartments wherein and to provide for conveniences commonly provided in flats, suites residential and business quarters.*
5. *To build, construct, commercialize, convert, develop, design, demolish, deal, erect, establish, fabricate, finance, furnish, hire, improve, lease, license, manage, maintain, repair, remodel, recondition, renovate and sell Hotels, Taverns, Restaurants, Food Courts, luncheon counters, Cafeterias, Bars, Resorts, Refreshment Rooms, Boarding and Lodging, House Keepers, Motels, Guesthouses, Clubs, Shopping Malls, Theatres and Cinemas, Entertainment and Sports Complex, Entertainment Multiplexes, Places of amusement recreations, Amusement parks, Recreation Centres, Pubs, Discotheques, Swimming Pools, Fitness and Health clubs, Banquet halls, Marriage halls, Hospitals, Schools, Super markets, Hyper markets, Departmental stores, Places of worship, Highways, Roads, Paths, Streets, Sideways, Courts, Alleys, Pavements, Bridges, land and to do other similar construction, levelling or paving work, and for these purposes to purchase, take on leases, or otherwise acquire and hold any lands and prepare layout thereon or buildings of any tenure or description wherever situate and to do the business of real estate developers, construction and estate agents, property dealers and to carry out such other related activities in India or any other part of the world."*

6.4.4 The equity shares of HL are listed on National Stock Exchange of India Limited as well as BSE Limited.

7. DEFINITIONS

For the purposes of the Scheme, unless repugnant to the meaning or context thereof, the following expressions will have the meaning as mentioned here in below:

- 7.1 **"Act"** means the Companies Act, 2013, and ordinances, rules, regulations, notifications, circulars and clarifications issued thereunder, and shall include any statutory modifications, re-enactments or amendments thereof for the time being in force, save and except for any provisions yet to be notified, in respect of which the corresponding provisions of the Companies Act, 1956 shall be applicable to the extent the same are yet in force and operative. References in this Scheme to particular provisions of the Act, are references to particular provisions of the Companies Act, 2013, unless stated otherwise.
- 7.2 **"Applicable Laws"** means any statute, notification, bye-laws, rules, regulations, guidelines, common law, policy, code, directives, ordinance, schemes, notices, orders or instructions, laws enacted or issued or sanctioned by any Appropriate Authority in India including any modifications or re-enactment thereof for the time being in force.



- 7.3 **“Appointed Date”** means the opening business hours of October 01, 2025, or such other date as the Hon’ble NCLT may allow or direct and which is acceptable to the Board of Directors of the Merging Companies and Transferee Company 2.
- 7.4 **“Appropriate Authority”** means:
- 7.4.1 the government of any jurisdiction (including any national, state, municipal or local government or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, tribunals, central bank, commission or other authority thereof;
- 7.4.2 any governmental, quasi-governmental or private body or agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, tax, importing, exporting or other governmental or quasi-governmental authority or any regulatory authority including without limitation, Reserve Bank of India, SEBI, clearing corporations, RoC and the NCLT; and
- 7.4.3 any stock exchange, as applicable.
- 7.5 **“Board of Directors” or “Board”** means the respective board of directors of the Merging Companies and the Transferee Company 2, as the case may be, and shall include any committee of directors constituted or appointed and authorized for the purposes of matters pertaining to this Scheme and or any other matter relating thereto.
- 7.6 **“BSE”** means BSE Limited and includes any successor thereof.
- 7.7 **“Companies”** means collectively the Transferor Company 1, Transferor Company 2 / Transferee Company 2, Transferor Company 3, and Transferee Company 2.
- 7.8 **“Consents”** means permission, ratification, notice, approval, consent, clearance, waiver, no objection certificate, or other permission of whatever nature and by whatever name called, which is required to be granted by the Board of Directors, the shareholders, the creditors or any other Person (not being an Appropriate Authority).
- 7.9 **“Effective Date”** means the date on which the last of the conditions in Clause 35 of Part IV of this Scheme are complied with or waived, as may be applicable and Part I, Part II, Part III and Part IV of the Scheme are made effective with effect from the Appointed Date. Any references in this Scheme to the date of **“coming into effect of this Scheme”** or **“effectiveness of this Scheme”** or **“effect of this Scheme”** or **“upon the Scheme becoming effective”** shall mean the Effective Date.
- 7.10 **“Encumbrance”** means any options, pledge, mortgage, lien, security, interest, claim, charge, pre-emptive right, easement, limitation, attachment, restraint or any other encumbrance of any kind or nature whatsoever, and the term “encumber” or “encumbered” shall be construed accordingly.
- 7.11 **“Governmental Authority”** means any applicable Central, State or Local Government, statutory, regulatory, departmental or public body or authority of relevant jurisdiction, legislative body or administrative authority, agency or commission or any Court, NCLT, board, bureau or instrumentality thereof including Securities and Exchange Board of India, Stock Exchanges, Registrar of Companies, Official Liquidators, Regional Directors, Foreign Investment Promotion Board, Reserve Bank of India, Insurance Regulatory and Development Authority of India or arbitration or arbitral body having jurisdiction, NCLT and other government and regulatory authorities of India.
- 7.12 **“Income Tax Act” or “IT Act”** means the Income-tax Act, 1961 or any other act, law, code or statutory enactment in substitution or in replacement thereof, together with the rules thereunder, as may be amended, modified, supplemented or re-enacted from time to time, as may be applicable.
- 7.13 **“Intellectual Property Rights”** means and includes patents, trademarks, service marks, registered designs, data base rights, trade or business names, know-how, dossiers, marketing authorizations, copy-rights, domain name rights and any other intellectual property rights and rights of a similar and corresponding nature in any part of the world, whether registered or not and whether capable of registration or not.



- 7.14 **“Merging Companies”** shall collectively mean Transferor Company 1, Transferor Company 2 and Transferor Company 3.
- 7.15 **“NCLT”** means the Hon’ble National Company Law Tribunal, Mumbai bench having jurisdiction in relation to the Companies and shall be deemed to include, if applicable, a reference to such other forum or authority which may be vested with any of the powers of the Hon’ble NCLT to sanction the Scheme under the Act.
- 7.16 **“NSE”** means National Stock Exchange of India Limited and includes any successor thereof.
- 7.17 **“Permits”** means all consents, licenses, permits, certificates, permissions, authorizations, clarifications, approvals, clearances, confirmations, declarations, waivers, exemptions, registrations, filings, no objection certificates, grant, franchise, concession, order, registration, decree, or notice, whether governmental, statutory, regulatory or otherwise as required under Applicable Law, which are, or are required to be, granted by any Appropriate Authority.
- 7.18 **“Record Date”** means the date to be fixed by the Board of the Transferee Company 2 in consultation with the Transferor Companies for the purpose of determining the shareholders of the Transferor Companies who shall be entitled to receive the shares of Transferee Company 2, pursuant to the Scheme.
- 7.19 **“Registrar of Companies” or “RoC”** means the relevant Registrar of Companies, having territorial jurisdiction in the state(s) in which the respected registered office of the Companies are located.
- 7.20 **“Scheme” or “the Scheme” or “this Scheme”** means this Scheme of Arrangement in its present form or with any modification(s) made hereunder in this Scheme as approved or directed by the Hon’ble NCLT and which is acceptable to the Board of Directors of the Merging Companies and Transferee Company 2.
- 7.21 **“SEBI”** means the Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992, as amended from time to time.
- 7.22 **“SEBI LODR Regulations”** means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as may be amended from time to time.
- 7.23 **“SEBI Scheme Circular”** means the master circular in relation to scheme of arrangement issued by SEBI having No. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023 covering all circulars issued by SEBI in relation to scheme of arrangement including any amendments or modifications thereof, and any other circular issued pursuant to Regulations 11, 37 and 94 of the SEBI LODR Regulations.
- 7.24 **“Stock Exchanges”** means collectively the NSE and the BSE.
- 7.25 **“Taxation” or “Tax” or “Taxes”** means all forms of taxes and statutory, governmental, state, provincial, local, governmental or municipal impositions, duties, contributions and levies, whether levied by reference to income, profits, book profits, gains, net wealth, asset values, turnover, added value, goods and services or otherwise and shall further include payments in respect of or on account of Tax, whether by way of deduction at source, collection at source, dividend distribution tax, advance tax, minimum alternate tax, goods and services tax or otherwise or attributable directly or primarily to any of the Companies or any other person and all penalties, charges, costs and interest relating thereto.
- 7.26 **“Transferee Company 1” or “Transferor Company 2” or “ADPL”** means as provided under Clause 6.1 of the Scheme.
- 7.27 **“Transferee Company 2” or “HL”** means as provided under Clause 6.2 of the Scheme.
- 7.28 **“Transferor Company 1” or “DRPL”** means as provided under Clause 6.3 of the Scheme.
- 7.29 **“Transferor Company 3” or “NREPL”** means as provided under Clause 6.4 of the Scheme.



7.30 "Transferor Companies" shall collectively mean Transferor Company 2 and Transferor Company 3.

7.31 "Undertaking of Transferor Company 1" means the entire business and whole of the undertaking of the Transferor Company 1 as a going concern with all their assets, rights, licenses and powers, and all its debts, outstandings, liabilities, duties and obligations and employees as on the Appointed Date including, but not limited to, the following:

7.31.1 All the assets and properties (whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent) of Transferor Company 1 whether situated in India or abroad, but not limited to plants and machinery, computers, equipment, buildings and structures, offices, residential and other premises, including all tangible and intangible assets, stock in trade, capital work in progress, sundry debtors, furniture, fixtures, interiors, office equipment, vehicles, appliances, accessories, deposits, all stocks, assets, investments of all kinds (including shares, scripts, subsidiaries, stocks, bonds, debentures stocks, units or pass through certificates) including shares or other securities held by Transferor Company 1, cash balances or deposits with banks, cheques on hand, loans, advances, contingent rights or benefits, book debts, receivables, actionable claims, earnest moneys, advances or deposits paid by Transferor Company 1, financial assets, leases (including but not limited to lease rights of Transferor Company 1), hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, bids, tenders, letters of intent, expressions of interest, development rights (whether vested or potential and whether under agreements or otherwise), municipal permissions, tenancies or license in relation to the office and /or residential properties (including for the employees or other persons), guest houses, godowns, warehouses, licenses, fixed and other assets, intangible assets (including but not limited to software), trade and service names and marks, patents, copyrights, designs and other intellectual property rights of any nature whatsoever, 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, title, interests, other benefits (including tax benefits), assets held by or relating to Transferor Company 1 employee benefit plan, export incentives accrued, derivative instruments, forward contracts, insurance claims receivable, tax holiday benefit, incentives, credits (including tax credits), minimum alternative tax credit entitlement, tax losses, 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 Transferor Company 1 or in connection with or relating to Transferor Company 1 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 Transferor Company 1, in each case, whether in India or abroad and whether or not recorded in the books of accounts;

7.31.2 All agreements, rights, contracts, entitlements, licenses, permits, permissions, incentives, approvals, registrations, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges and claims as to any patents, trademarks, designs, quotas, rights, engagements, arrangements, authorities, allotments, security arrangements, benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the business activities and operations of Transferor Company 1;

7.31.3 All Intellectual Property Rights, engineering and process information, software licenses (whether proprietary or otherwise), drawings, records, files, books, papers, computer programs, manuals, data, catalogues, sales and advertising material, lists of present and former customers and



suppliers, customer credit information, customer pricing information, other customer information and all other records and documents, whether in physical or electronic form, relating to the business activities and operations of Transferor Company 1;

- 7.31.4 Amounts claimed by Transferor Company 1 whether or not so recorded in the books of accounts of Transferor Company 1 from any Appropriate Authority, under any law, act, scheme or rule, as refund of any tax, duty, cess or of any excess payment;
- 7.31.5 Rights to any claim not preferred or made by Transferor Company 1 in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by Transferor Company 1 and any interest thereon, under any law, act, rule or scheme, and in respect of set-off, carry forward of un-absorbed losses, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, etc. whether under the IT Act, the rules and regulations thereunder, or taxation laws of other countries, or any other or like benefits under the said acts or under and in accordance with any law or act, whether in India or anywhere outside India;
- 7.31.6 All debts (secured and unsecured), liabilities including contingent liabilities, duties, leases of Transferor Company 1 and all other obligations of whatsoever kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized. Provided that if there exists any reference in the security documents or arrangements entered into by Transferor Company 1 under which the assets of Transferor Company 1 stand offered as a security for any financial assistance or obligation, the said reference shall be construed as a reference to the assets pertaining to the Undertaking of the Transferor Company 1 vested in Transferee Company 1 by the virtue of the Scheme. The Scheme shall not operate to enlarge the security for any loan, deposit or facility created by Transferor Company 1 which shall vest in Transferee Company 1 by virtue of the amalgamation. Transferee Company 1 shall not be obliged to create any further or additional security thereof after the amalgamation has become effective;
- 7.31.7 All other obligations of whatsoever kind, including liabilities of the Transferor Company 1 with regard to their employees, if any, with respect to the payment of gratuity, pension benefits and the provident fund or other compensation or benefits, if any, whether in the event of resignation, death, voluntary retirement or retrenchment or otherwise;
- 7.31.8 All permanent and temporary employees engaged by Transferor Company 1, if any.

7.32 **"Undertaking of Transferor Companies"** means the entire business and whole of the undertaking of Transferor Company 2 (after coming into effect of Part II of the Scheme) and Transferor Company 3 as a going concern with all their assets, rights, licenses and powers, and all its debts, outstandings, liabilities, duties and obligations and employees as on the Appointed Date including, but not limited to, the following:

- 7.32.1 All the assets and properties (whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent) of the Transferor Companies whether situated in India or abroad, but not limited to plants and machinery, computers, equipment, buildings and structures, offices, residential and other premises, including all tangible and intangible assets, stock in trade, capital work in progress, sundry debtors, furniture, fixtures, interiors, office equipment, vehicles, appliances, accessories, deposits, all stocks, assets, investments of all kinds (including shares, scrips, subsidiaries, stocks, bonds, debentures stocks, units or pass through certificates) including shares or other securities held by the Transferor Companies, cash balances or deposits with banks, cheques on hand, loans, advances, contingent rights or benefits, book debts, receivables, actionable claims, earnest moneys, advances or deposits paid by the Transferor Companies, financial assets, leases (including but not limited to lease rights of the Transferor Companies), hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefit of any security arrangements of



under any guarantees, reversions, powers, bids, tenders, letters of intent, expressions of interest, development rights (whether vested or potential and whether under agreements or otherwise), municipal permissions, tenancies or license in relation to the office and /or residential properties (including for the employees or other persons), guest houses, godowns, warehouses, licenses, fixed and other assets, intangible assets (including but not limited to software), trade and service names and marks, patents, copyrights, designs and other intellectual property rights of any nature whatsoever, 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, title, interests, other benefits (including tax benefits), assets held by or relating to the Transferor Companies employee benefit plan, export incentives accrued, derivative instruments, forward contracts, insurance claims receivable, tax holiday benefit, incentives, credits (including tax credits), minimum alternative tax credit entitlement, tax losses, rights, easements, privileges, liberties and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Companies or in connection with or relating to the Transferor Companies and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Companies, in each case, whether in India or abroad and whether or not recorded in the books of accounts;

- 7.32.2 All agreements, rights, contracts, entitlements, licenses, permits, permissions, incentives, approvals, registrations, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges and claims as to any patents, trademarks, designs, quotas, rights, engagements, arrangements, authorities, allotments, security arrangements, benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the business activities and operations of the Transferor Companies;
- 7.32.3 All Intellectual Property Rights, engineering and process information, software licenses (whether proprietary or otherwise), drawings, records, files, books, papers, computer programs, manuals, data, catalogues, sales and advertising material, lists of present and former customers and suppliers, customer credit information, customer pricing information, other customer information and all other records and documents, whether in physical or electronic form, relating to the business activities and operations of the Transferor Companies;
- 7.32.4 Amounts claimed by the Transferor Companies whether or not so recorded in the books of accounts of Transferor Company 1 from any Appropriate Authority, under any law, act, scheme or rule, as refund of any tax, duty, cess or of any excess payment;
- 7.32.5 Rights to any claim not preferred or made by the Transferor Companies in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Companies and any interest thereon, under any law, act, rule or scheme, and in respect of set-off, carry forward of un-absorbed losses, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, etc. whether under the IT Act, the rules and regulations thereunder, or taxation laws of other countries, or any other or like benefits under the said acts or under and in accordance with any law or act, whether in India or anywhere outside India;
- 7.32.6 All debts (secured and unsecured), liabilities including contingent liabilities, duties, leases of the Transferor Companies and all other obligations of whatsoever kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized. Provided that if there exists any reference in the security documents or arrangements entered into by the Transferor



Companies under which the assets of the Transferor Companies stand offered as a security for any financial assistance or obligation, the said reference shall be construed as a reference to the assets pertaining to the Undertaking of the the Transferor Companies vested in Transferee Company 2 by the virtue of the Scheme. The Scheme shall not operate to enlarge the security for any loan, deposit or facility created by the Transferor Companies which shall vest in the Transferor Companies by virtue of the amalgamation. Transferee Company 2 shall not be obliged to create any further or additional security thereof after the amalgamation has become effective;

7.32.7 All other obligations of whatsoever kind, including liabilities of the the Transferor Companies with regard to their employees, if any, with respect to the payment of gratuity, pension benefits and the provident fund or other compensation or benefits, if any, whether in the event of resignation, death, voluntary retirement or retrenchment or otherwise;

7.32.8 All permanent and temporary employees engaged by the Transferor Companies, if any.

8. INTERPRETATIONS

8.1 The expressions, which are used in this Scheme and not defined herein shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the IT Act, the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992 (including the regulations made thereunder), the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws, guidelines, circulars, notifications, orders, as the case may be, including any statutory modification or re-enactment thereof, from time to time.

8.2 In this Scheme, unless the context otherwise requires:

8.2.1 references to "persons" shall include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;

8.2.2 the headings, sub-headings, titles, sub-titles to clauses, sub-clauses and paragraphs are inserted for ease of reference only and shall not form part of the operative provisions of this Scheme and shall not affect the construction or interpretation of this Scheme;

8.2.3 words in the singular shall include the plural and vice versa;

8.2.4 words "include" and "including" are to be construed without limitation;

8.2.5 terms "hereof", "herein", "hereby", "hereto" and derivative or similar words shall refer to this entire Scheme or specified clauses of this Scheme, as the case may be;

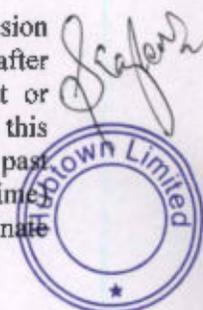
8.2.6 a reference to "writing" or "written" includes printing, typing, lithography and other means of reproducing words in a visible form including e-mail;

8.2.7 reference to any agreement, contract, document or arrangement or to any provision thereof shall include references to any such agreement, contract, document or arrangement as it may, after the date hereof, from time to time, be amended, supplemented, novated or replaced from time to time;

8.2.8 the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (and not merely the sub-Clause, paragraph or other provision) in which the expression occurs;

8.2.9 reference to the recital or clause shall be a reference to the recital or clause of this Scheme; and

8.3 References to any provision of law or legislation or regulation shall include: (a) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Scheme) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to the transaction entered into under this Scheme and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as amended, modified, re-enacted or consolidated from time to time) which the provision referred to has directly or indirectly replaced, (b) all subordinate



legislations (including circulars, notifications, clarifications or supplement(s) to, or replacement or amendment of, that law or legislation or regulation) made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated from time to time) and any retrospective amendment.

9. SHARE CAPITAL

9.1 The share capital of DRPL as on September 30, 2025, was as under:

Particulars	Amount (in INR)
Authorised Capital	
30,000 Equity Shares of INR 10/- each	3,00,000/-
Total	3,00,000/-
Issued, Subscribed and Paid-up Capital	
10,000 Equity Shares of INR 10/- each fully paid-up	1,00,000/-
Total	1,00,000/-

Subsequent to September 30, 2025, there has been no change in the issued, subscribed and paid-up share capital of DRPL.

The equity shares of DRPL are not listed on any of the Stock Exchanges.

9.2 The share capital of ADPL as on September 30, 2025, was as under:

Particulars	Amount (in INR)
Authorised Capital	
10,000 Equity Shares of INR 10/- each	1,00,000/-
1,000 Preference Shares of INR 100/- each	1,00,000/-
Total	2,00,000/-
Issued, Subscribed and Paid-up Capital	
10,000 Equity Shares of INR 10/- each fully paid-up	1,00,000/-
Total	1,00,000/-

Subsequent to September 30, 2025, there has been no change in the issued, subscribed and paid-up share capital of ADPL.

The equity shares of ADPL are not listed on any of the stock exchanges.

9.3 The share capital of NREPL as on September 30, 2025, was as under:

Particulars	Amount (in INR)
Authorised Capital	
30,10,000 Equity Shares of INR 10/- each	3,01,00,000/-
Total	3,01,00,000/-
Issued, Subscribed and Paid-up Capital	
30,10,000 Equity Shares of INR 10/- each fully paid-up	3,01,00,000/-
Total	3,01,00,000/-

Subsequent to September 30, 2025, there has been no change in the issued, subscribed and paid-up share capital of NREPL.

The equity shares of NREPL are not listed on any of the Stock Exchanges.

9.4 The share capital of HL as on September 30, 2025, was as under:

Particulars	Amount (in INR)
Authorised Capital	
50,00,00,000 Equity Shares of INR 10/- each	5,00,00,00,000/-
Total	5,00,00,00,000/-
Issued, Subscribed and Paid-up Capital	
14,21,00,657 Equity Shares of INR 10/- each fully paid-up	1,42,10,06,570/-
Total	1,42,10,06,570/-

The equity shares of HL are listed on National Stock Exchange of India Limited as well as BSE Limited.



PART II – AMALGAMATION OF TRANSFEROR COMPANY 1 WITH TRANSFEREE COMPANY 1

10. TRANSFER AND VESTING OF UNDERTAKING OF TRANSFEROR COMPANY 1

- 10.1 **General:** Upon the coming into effect of Part II of the Scheme and with effect from the Appointed Date and pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Act, if any, the Undertaking of Transferor Company 1 shall, without any further act, instrument or deed, be and shall stand transferred to and / or vested in or be deemed to have been and stand transferred to or vested in the Transferee Company 1 as a going concern so as to become as and from the Appointed Date, the Undertaking of the Transferee Company 1 by virtue of and in the manner provided in this Scheme, together with all estate, rights, titles and interests and authorities including accretions and appurtenances therein including dividends, or other benefits receivable. Notwithstanding anything contained in this Scheme, the provisions of this Scheme and all clauses hereunder shall be given effect to from the Appointed Date.
- 10.2 **Transfer of Assets:** Without prejudice to the generality of Clause 10.1 above, upon the coming into effect of Part II of this Scheme and with effect from the Appointed Date:
- 10.2.1 All assets and properties of Transferor Company 1 as on the Appointed Date, whether or not included in the books of the Transferor Company 1, and all assets and properties which are acquired by Transferor Company 1 on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets and properties of the Transferee Company 1, and shall under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company 1 upon the coming into effect of this Scheme pursuant to the provisions of Sections 230 to 232 of the Act. It shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement in order to give effect to the provisions of this Clause.
- 10.2.2 In respect of such assets owned and belonging to the Undertaking of Transferor Company 1 as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and delivery, the same shall be so transferred by Transferor Company 1 and shall become the property of the Transferee Company 1 in pursuance of the provisions of Sections 230 to 232 and other applicable provisions of the Act.
- 10.2.3 In respect of movables, other than those dealt with in Clause 10.2.2 above, of Transferor Company 1 including the sundry debts, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Government, quasi government, local or other authority or body or with any company or other person, the same shall, without any further act, instrument or deed, on and from the Appointed Date stand transferred to and vested in the Transferee Company 1 without any notice or other intimation to the debtors (although Transferee Company 1 may without being obliged and if it so deems appropriate at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or depositor, as the case may be, that the said debt, loan, advance, balance or deposit stands transferred and vested in the Transferee Company 1).
- 10.2.4 All consents, permissions, licenses, permits, quotas, approvals, certificates, clearances, authorities, leases, tenancy, assignments, allotments, registrations, incentives, subsidies, concessions, grants, rights, claims, liberties, special status, other benefits or privileges and any powers of attorney given by, issued to or executed in favour of Transferor Company 1 including in relation to the Undertaking of Transferor Company 1, and all rights and benefits which have accrued to Transferor Company 1 shall, under the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, stand transferred to and vested in, or shall be deemed to be



transferred to or vested in, Transferee Company 1, as if the same were originally given by, issued to or executed in favour of Transferee Company 1, so as to become, as and from the Appointed Date, consents, permissions, licenses, permits, quotas, approvals, certificates, clearances, authorities, leases, tenancy, assignments, allotments, registrations, incentives, subsidies, concessions, grants, rights, claims, liberties, special status, other benefits or privileges and any powers of attorney of Transferee Company 1 which are valid, binding and enforceable on the same terms, and Transferee Company 1 shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company 1.

10.2.5 The transfer as aforesaid shall be subject to charges / hypothecations / mortgages over the assets or any part thereof provided, however, that any reference in any security document or any arrangements to which the Transferor Company 1 is a party, to the assets or properties of the Transferor Company 1 offered as security for any financial assistance or obligations to the secured creditor/s of the Transferor Company 1 or third parties, shall be construed only to be to the respective assets or properties pertaining to the Undertaking of Transferor Company 1 as are vested in Transferee Company 1 by virtue of this Clause to the end and intent that such security, mortgage and charge shall not extend or be deemed to extend to any assets or any other units or divisions of Transferee Company 1 unless specifically agreed to by Transferee Company 1 with such secured creditor/s and subject to consents and approvals of the existing secured creditors of Transferee Company 1, if any. This Scheme shall not operate to enlarge / enhance any security created by Transferor Company 1 in favour of any lender or third party.

10.3 **Transfer of Liabilities:** Without prejudice to the generality of Clause 10.1 above, upon the coming into effect of Part II of this Scheme and with effect from the Appointed Date:

10.3.1 All the liabilities including all secured and unsecured debts, whether in Indian rupees or foreign currency), sundry creditors, contingent liabilities, duties, obligations and undertaking of Transferor Company 1 of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized for its business activities and operations (**the "Liabilities of Transferor Company 1"**) shall, without any further act, instrument or deed, be and shall stand transferred to and vested in or deemed to have been transferred to and vested in Transferee Company 1, along with any charge, lien, encumbrance or security thereon, and the same shall be assumed to the extent they are outstanding on the Effective Date so as to become as and from the Appointed Date, the debts, liabilities, duties and obligations of Transferee Company 1 and further that it shall not be necessary to obtain consent of any third party or other person who is a party to the contract or arrangements by virtue of which such debts, liabilities, duties and obligations have arisen, in order to give effect to the provisions of this Clause. Further, all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Transferor Company 1 on or after the Appointed Date till the Effective Date, shall be deemed to be and shall become the debts, loans raised, duties, liabilities and obligations incurred by Transferee Company 1 by virtue of this Scheme.

10.3.2 Without prejudice to the foregoing provisions of this Clause, upon the coming into effect of Part II of the Scheme, all debentures, bonds, notes or other debt securities and other instruments of like nature (whether convertible into equity shares or not), if any, shall pursuant to the provisions of Sections 230 to 232 and other relevant provisions of the Act, without any further act, instrument or deed, become the debt securities of the Transferee Company 1 on the same terms and conditions except to the extent modified under the provisions of this Scheme and all rights, powers, duties and obligations in relation thereto shall be and stand transferred to and vested in or be deemed to have been transferred to and vested in and shall be exercised by or against the Transferee Company 1 as if it was the issuer of such debt securities, so transferred and vested.



- 10.3.3 Where any of the debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations of Transferor Company 1 as on the Appointed Date deemed to be transferred to Transferee Company 1 under this Scheme, have been discharged by Transferor Company 1 after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of Transferee Company 1.
- 10.3.4 All loans raised or used and all liabilities and obligations incurred by Transferor Company 1 for the operations of Transferor Company 1 after the Appointed Date and prior to the Effective Date, shall, subject to the terms of this Scheme, be deemed to have been raised, used or incurred for and on behalf of Transferee Company 1 in which the Undertaking of Transferor Company 1 shall vest in terms of this Scheme and to the extent they are outstanding on the Effective Date, shall also without any further act, deed or instrument, be and stand transferred to and be deemed to be transferred to Transferee Company 1 and shall become the debts, liabilities, duties and obligations of Transferee Company 1 which shall meet, discharge and satisfy the same.
- 10.4 Transferor Company 1 may, if required, give notice in such form as it may deem fit and proper to each party, debtor or borrower, as the case may be, that pursuant to the Scheme becoming effective, the said debt, loan, advance, etc. be paid or made good or held on account of the Transferee Company 1 as the person entitled thereto.
- 10.5 Transferee Company 1 may, if required, give notice in such form as it may deem fit and proper to each person, debtor or borrower that pursuant to Part II of the Scheme becoming effective, the said person, debtor or borrower shall pay the debt, loan or advance or make good the same or hold the same to its account and that the right of Transferee Company 1 to recover or realise the same is in substitution of the right of Transferor Company 1.
- 10.6 The transfer and vesting of the assets comprised in the Undertaking of Transferor Company 1 to and in Transferee Company 1 under this Scheme shall be subject to the mortgages and charges, if any, affecting the same. All Encumbrances, if any, existing prior to the Effective Date over the assets of Transferor Company 1 which secures or relate to the Liabilities of Transferor Company 1 shall, after the Effective Date, without any further act, deed or instrument, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to Transferee Company 1. Provided that if any of the assets of Transferor Company 1 have not been encumbered in respect of the Liabilities of Transferor Company 1, such assets shall remain unencumbered and the existing Encumbrance, if any, referred to above shall not be extended to and shall not operate over such assets. Further, such Encumbrances, if any, shall not relate or attach to any of the other assets of Transferor Company 1 or Transferee Company 1. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.
- 10.7 Without prejudice to the provisions of the foregoing Clauses and upon the effectiveness of this Scheme, Transferor Company 1 and Transferee Company 1 shall execute such instruments or documents or do all such acts and deeds as may be required, including the filing of necessary particulars and / or modification(s) of charge, with the Registrar of Companies having jurisdiction to give formal effect to the above provisions, if required.
- 10.8 It is expressly provided that no other term or condition of the Liabilities of Transferor Company 1 transferred to Transferee Company 1 is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.
- 10.9 Subject to the necessary consents being obtained in accordance with the terms of this Scheme, the provisions of this Clause 10 shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document, all of which instruments, deeds or writings shall stand modified and / or superseded by the foregoing provisions.
- 10.10 Subject to the terms of this Scheme, the transfer and vesting of the Undertaking of Transferor Company 1 under this Scheme shall not affect any transactions or proceedings already concluded by Transferor Company 1 on or before the Appointed Date or concluded after the Appointed Date till the Effective Date, to the end and



intent that all such acts, deeds and things made, done and executed by Transferor Company 1 are made, done and executed by or on behalf of Transferee Company 1, unless the Board of Directors of Transferee Company 1 specifically object, rebut or negate any such acts, deeds or things for a reasonable and justifiable cause.

- 10.11 On and from the Effective Date, and thereafter, Transferee Company 1 shall be entitled to operate all bank accounts of Transferor Company 1 and realise all monies and complete and enforce all pending contracts and transactions and to accept stock returns and issue credit notes in respect of Transferor Company 1 in the name of Transferor Company 1 in so far as may be necessary until the transfer of rights and obligations of Transferor Company 1 to Transferee Company 1 under Part II of this Scheme have been formally given effect to under such contracts and transactions.
- 10.12 For avoidance of doubt and without prejudice to the generality of any applicable provisions of Part II of this Scheme, it is clarified that with effect from the Effective Date until such times the name of the bank accounts of Transferor Company 1 would be replaced with that of Transferee Company 1, Transferee Company 1 shall be entitled to operate the bank accounts of Transferor Company 1 in the name of Transferor Company 1 in so far as may be necessary. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Company 1 after the Effective Date shall be accepted by the bankers of the Transferee Company 1 and credited to the account of Transferee Company 1, if presented by Transferee Company 1. Transferee Company 1 shall be allowed to maintain banks accounts in the name of Transferor Company 1 for such time as may be determined to be necessary by Transferee Company 1 for presentation and deposition of cheques and pay orders that have been issued in the name of Transferor Company 1. It is hereby expressly clarified that any legal proceedings by or against Transferor Company 1 in relation to cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of Transferor Company 1 shall be instituted, or as the case may be, continued by or against Transferee Company 1 after the coming into effect of the Scheme.
- 10.13 For avoidance of doubt and without prejudice to the generality of any applicable provisions of Part II of this Scheme, it is clarified that if any assets (including estates, claims, rights, entitlements, title, interest in or authorities relating to such assets) or any contract, deeds, bonds, agreements, permissions, authorisations, schemes, arrangements or other instruments of whatsoever nature which belongs to Transferor Company 1 or to which any of Transferor Company 1 is a party and which cannot be transferred to Transferee Company 1 for any reason whatsoever, Transferee Company 1 shall hold such assets or be entitled to all the rights, powers or interests in such instruments in trust in the name of Transferor Company 1 for its benefit in terms of this Scheme, in so far as it is permissible so to do, till such time the formal transfer is effected.

11. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

- 11.1 Upon the coming into effect of Part II of this Scheme, and subject to the provisions of Part II of this Scheme, all contracts, deeds, bonds, agreements, schemes, insurance policies, indemnities, guarantees, arrangements and other instruments of whatsoever nature to which Transferor Company 1 is a party or to the benefit of which Transferor Company 1 may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favour of, as the case may be, Transferee Company 1, and may be enforced as fully and effectually as if, instead of Transferor Company 1, Transferee Company 1 had been a party or beneficiary or obligee thereto or there under.
- 11.2 Transferee Company 1, at any time after Part II of this Scheme becoming effective, in accordance with the provisions hereof, if so required under any law or otherwise, will execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to which Transferor Company 1 is a party, in order to give formal effect to the provisions of Part II of this Scheme. Transferee Company 1 shall, under the provisions of Part II of this Scheme, be deemed to be authorised to execute any such writings on behalf of Transferor Company 1 and to carry out or perform all such formalities or compliances, referred to above, on behalf of Transferor Company 1.

12. STAFF, WORKMEN & EMPLOYEES



- 12.1 Upon the coming into effect of Part II of this Scheme, all employees of Transferor Company 1 shall, become the employees of Transferee Company 1, on terms and conditions not less favorable than those on which they are engaged by Transferor Company 1 and without any interruption of or break in service as a result of the amalgamation of Transferor Company 1 with Transferee Company 1. For the purpose of payment of all retirement benefits, the past services of such employees with the Transferor Company 1 shall be taken into account from the date of their appointment with Transferor Company 1 and such benefits to which the employees are entitled in Transferor Company 1 shall also be taken into account and paid (as and when payable) by Transferee Company 1.
- 12.2 In so far as the provident fund, gratuity fund, superannuation fund, retirement fund and any other funds or benefits created by Transferor Company 1 for its employees or to which Transferor Company 1 is contributing for the benefit of its employees (collectively referred to as the "Funds of Transferor Company 1") are concerned, the Funds of Transferor Company 1 or such part thereof as relates to the employees (including the aggregate of all the contributions made to such Funds of Transferor Company 1 for the benefit of the employees, accretions thereto and the investments made by the Funds of Transferor Company 1 in relation to the employees) shall be transferred to Transferee Company 1 and shall be held for the benefit of the concerned employees. In the event Transferee Company 1 has its own funds in respect of any of the employee benefits referred to above, the Funds of Transferor Company 1 shall, subject to the necessary approvals and permissions, and at the discretion of Transferee Company 1, be merged with the relevant funds of Transferee Company 1. In the event that Transferee Company 1 does not have its own funds in respect of any of the above or if deemed appropriate by Transferee Company 1, Transferee Company 1 may, subject to necessary approvals and permissions, maintain the existing funds separately and contribute thereto until such time that the Transferee Company 1 creates its own funds, at which time the Funds of Transferor Company 1 and the investments and contributions pertaining to the employees shall be merged with the funds created by Transferee Company 1.
- 12.3 In relation to those Employees for whom Transferor Company 1 is making contributions to the government provident fund or other employee benefit fund, Transferee Company 1 shall stand substituted for Transferor Company 1, for all purposes whatsoever, including relating to the obligation to make contributions to the said fund in accordance with the provisions of such fund, bye laws, etc. in respect of such Employees, such that all the rights, duties, powers and obligations of Transferor Company 1 as the case may be in relation to such schemes/ Funds shall become those of Transferee Company 1.

13. LEGAL PROCEEDINGS

- 13.1 If any suit, appeal or other legal proceedings of whatsoever nature by or against the Transferor Company 1 is pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the merger of Transferor Company 1 with Transferee Company 1 and by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against Transferee Company 1 in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against Transferor Company 1 as if Part II of this Scheme had not been made.
- 13.2 Transferee Company 1 undertakes to have all legal or other proceedings initiated by or against Transferor Company 1 referred to in Clause 13.1 above transferred into its name and to have the same continued, prosecuted and enforced by or against Transferee Company 1 to the exclusion of Transferor Company 1.

14. TAXES

- 14.1 Part II of this Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified in Section 2(1B) and other relevant provisions of the IT Act. If any terms or provisions of Part II of this Scheme are found or interpreted to be inconsistent with the provisions of the said section and other related provisions of the IT Act at a later date including that resulting from a retrospective amendment of law or for any other reason whatsoever till the time Part II of this Scheme becomes effective, the provisions of the said section and other related provisions of the IT Act shall prevail and the Scheme shall stand modified, unless the Board of Directors



decide otherwise, to the extent required to comply with Section 2(1B) and other relevant provisions of the IT Act.

- 14.2 Any tax liabilities under the IT Act, Goods and Service Tax Laws, Excise Duty Laws, Service Tax Laws, applicable State Value Added Tax Laws or other applicable laws/regulations (hereinafter referred to as "Tax Laws") dealing with taxes/ duties/ levies allocable or related to the business of Transferor Company 1 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 stand transferred to Transferee Company 1. Any refund under the Tax Laws due to Transferor Company 1 consequent to the assessments made on Transferor Company 1 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 Transferee Company 1.
- 14.3 All taxes under the Tax Laws paid or payable by Transferor Company 1 in respect of the operations and/ or the profits of the business on and from the Appointed Date, shall be on account of Transferee Company 1 and, in so far as it relates to the tax payment (including without limitation income tax, good and service tax, excise duty, service tax, applicable state Value Added Tax etc.), whether by way of deduction at source, advance tax or otherwise howsoever, the Transferor Company 1 in respect of the profits or activities or operation of the business on and from the Appointed Date, the same shall be deemed to be the corresponding item paid by Transferee Company 1, and, shall, in all proceedings, be dealt with accordingly.
- 14.4 Without prejudice to the generality of the above, all benefits including under the income tax, good and service tax, excise duty, service tax, applicable State Value Added Tax Laws etc., to which Transferor Company 1 is entitled to in terms of the applicable Tax Laws of the Union and State Governments, shall be available to and vest in Transferee Company 1.
- 14.5 Transferee Company 1 shall be entitled to file / revise its income-tax returns, TDS returns, TDS certificates and other statutory returns, if required, and shall have the right to claim refunds, advance tax credits, credits of all taxes paid / withheld, if any, as may be required, consequent to implementation of this Scheme.

15. CONSIDERATION

- 15.1 Transferor Company 1 is a wholly owned subsidiary of Transferee Company 1. The entire share capital of Transferor Company 1 is directly held by Transferee Company 1 and / or its nominees. Hence, upon Part II of this Scheme becoming effective, no shares of Transferee Company 1 shall be allotted in lieu or exchange of the shares of Transferor Company 1. Upon Part II of this Scheme becoming effective, the entire share capital of Transferor Company 1 shall be cancelled and extinguished.

16. ACCOUNTING TREATMENT IN THE BOOKS OF TRANSFEROR COMPANY 1

- 16.1 As Transferor Company 1 shall stand dissolved without being wound up, as mentioned in Clause 20 of the Scheme, and all the assets and liabilities as well as reserves shall be transferred to Transferee Company 1, on a going concern basis, upon Part II of this Scheme becoming effective, hence no accounting treatment is prescribed in the books of Transferor Company 1.

17. ACCOUNTING TREATMENT IN THE BOOKS OF TRANSFEEE COMPANY 1

- 17.1 Upon the effectiveness of Part II of this Scheme and with effect from the Appointed Date, Transferee Company 1 shall account for the merger / amalgamation in its books as per applicable accounting principles prescribed under Appendix C to Indian Accounting Standard (Ind AS) 103 "Business Combinations" prescribed under Section 133 of the Companies Act, 2013 read with the Companies (Indian Accounting Standards) Rules, 2015 read with relevant clarifications issued by the Ind AS Transition Facilitation Group (ITFG) of the Institute of Chartered Accountants of India and other generally accepted accounting principles in India.
- 17.2 In terms of the provisions of Clause 17.1 above, upon the effectiveness of Part II of the Scheme and with effect from the Appointed Date, the following accounting treatment shall be adopted in the books of Transferee Company 1:



- 17.2.1 Transferee Company 1 shall upon Part II of the Scheme coming into effect and with effect from the Appointed Date, record all the assets, liabilities and reserves, if any, of Transferor Company 1 vested in it pursuant to Part II of this Scheme at the respective book values thereof appearing in the books of Transferor Company 1.
- 17.2.2 The identity of the reserves of Transferor Company 1 shall be preserved and Transferee Company 1 shall record the reserves of Transferor Company 1 in the same form and at the same values as they appear in the financial statements of Transferor Company 1.
- 17.2.3 The difference, if any, between the amount recorded as total share capital issued by Transferee Company 1 (which is expected to be Nil in view of Clause 15) and the amount of share capital of Transferor Company 1 shall be transferred to capital reserve (i.e. debited or credited, as the case may be) and such capital reserve shall be presented separately from other capital reserves with disclosure of its nature and purpose in the notes.
- 17.2.4 The investments in the equity shares of Transferor Company 1 as appearing in the books of accounts of Transferee Company 1 shall be cancelled and thus the corresponding amount of the investments shall be transferred to capital reserve.
- 17.2.5 Pursuant to Part II of this Scheme, the inter-company transactions and balances between Transferee Company 1 and Transferor Company 1, if any, shall stand cancelled and there shall be no further obligation in that behalf.
- 17.2.6 Transferee Company shall pass such further accounting entries, as may be necessary, in connection with the Scheme, to comply with any of the applicable accounting standards and generally accepted accounting principles adopted in India.
- 17.3 In case of any difference in accounting policies between Transferor Company 1 and Transferee Company 1, the accounting policies followed by Transferee Company 1 shall prevail to ensure that the financial statements of Transferee Company 1 reflect the financial position on the basis of consistent accounting policies. The difference, if any, in the accounting policies between the Transferor Company 1 and Transferee Company 1, shall be ascertained and the impact of the same will be quantified and adjusted in the retained earnings or another affected component of equity of the Transferee Company 1, as applicable, in accordance with the requirements of Ind AS 8 – Accounting Policies, Changes in Accounting Estimates and Errors.
- 17.4 To the extent that there are inter-corporate loans/trade deposits, debentures, debt securities or balances between Transferor Company 1 and Transferee Company 1, the obligation in respect thereof shall come to an end and corresponding effect shall be given in the books of account and the records of Transferee Company 1 for the reduction / netting of any assets or liabilities, as the case may be. Difference, if any, arising upon such cancellation, shall be credited or debited, as the case may be, to the reserve of the Transferee Company 1.
- 17.5 Transferee Company 1 shall pass such further accounting entries, as may be necessary, in connection with the Scheme, to comply with any of the applicable accounting standards and generally accepted accounting principles adopted in India.
- 17.6 The Scheme set out herein in its present form or with any modification(s) or amendment(s) approved, imposed or directed by the NCLT or any other Governmental Authority shall be effective from the Appointed Date but shall be operative from the Effective Date. However, if the Ind AS 103 require the amalgamation to be accounted with effect from a different date, then it would be accounted as per the requirements of Ind AS 103, for accounting purpose, to be compliant with the Indian Accounting Standards. For regulatory and tax purposes, amalgamation would have been deemed to be effective from the Appointed Date of this Scheme.

18. DATE OF TAKING EFFECT AND OPERATIVE DATE

- 18.1 The Scheme as set out herein in its present form, or with any modification(s) or amendment(s) approved, imposed or directed by the Hon'ble NCLT or any other



Appropriate Authority and acceptable to the Board of Directors of Transferee Company 1, shall be effective from the Appointed Date, as defined in Section 232(6) of the Act, but shall be operative from the Effective Date.

19. CONDUCT OF BUSINESS UNTIL EFFECTIVE DATE

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

- 19.1 Transferor Company 1 shall carry on and be deemed to have carried on all business and activities and shall stand possessed of all the assets, rights, title and interest for and on account of, and in trust for Transferee Company 1.
- 19.2 All profits and cash accruing to or losses arising or incurred (including the effect of taxes, if any thereon), by Transferor Company 1, shall for all purposes, be treated as the profits/ cash, taxes or losses of Transferee Company 1.

20. DISSOLUTION OF THE TRANSFEROR COMPANY 1

- 20.1 Transferor Company 1 shall be dissolved without winding up, on an order made by the Hon'ble NCLT under Section 230 of the Act. On and with effect from the Effective Date, the name of Transferor Company 1 shall be struck off from the records of the relevant Registrar of Companies.



**PART III – AMALGAMATION OF TRANSFEROR COMPANY 2 AND TRANSFEROR
COMPANY 3 WITH TRANSFEREE COMPANY 2**

21. TRANSFER AND VESTING OF UNDERTAKING OF TRANSFEROR COMPANIES

- 21.1 **General:** Upon the coming into effect of Part III of the Scheme and with effect from the Appointed Date and pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Act, if any, the Undertaking of Transferor Companies shall, without any further act, instrument or deed, be and shall stand transferred to and / or vested in or be deemed to have been and stand transferred to or vested in the Transferee Company 2 as a going concern so as to become as and from the Appointed Date, the Undertaking of the Transferee Company 2 by virtue of and in the manner provided in this Scheme, together with all estate, rights, titles and interests and authorities including accretions and appurtenances therein including dividends, or other benefits receivable. Notwithstanding anything contained in this Scheme, the provisions of this Scheme and all clauses hereunder shall be given effect to from the Appointed Date.
- 21.2 **Transfer of Assets:** Without prejudice to the generality of Clause 21.1 above, upon the coming into effect of Part III of this Scheme and with effect from the Appointed Date:
- 21.2.1 All assets and properties of the Transferor Companies as on the Appointed Date, whether or not included in the books of the Transferor Companies, and all assets and properties which are acquired by the Transferor Companies on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets and properties of the Transferee Company 2, and shall under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company 2 upon the coming into effect of Part III of this Scheme pursuant to the provisions of Sections 230 to 232 of the Act. It shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement in order to give effect to the provisions of this Clause.
- 21.2.2 In respect of such assets owned and belonging to the Undertaking of Transferor Companies as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and delivery, the same shall be so transferred by the Transferor Companies and shall become the property of the Transferee Company 2 in pursuance of the provisions of Sections 230 to 232 and other applicable provisions of the Act.
- 21.2.3 In respect of movables, other than those dealt with in Clause 21.2.2 above, of the Transferor Companies including the sundry debts, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Government, quasi government, local or other authority or body or with any company or other person, the same shall, without any further act, instrument or deed, on and from the Appointed Date stand transferred to and vested in the Transferee Company 2 without any notice or other intimation to the debtors (although Transferee Company 2 may without being obliged and if it so deems appropriate at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or depositor, as the case may be, that the said debt, loan, advance, balance or deposit stands transferred and vested in the Transferee Company 2).
- 21.2.4 All consents, permissions, licenses, permits, quotas, approvals, certificates, clearances, authorities, leases, tenancy, assignments, allotments, registrations, incentives, subsidies, concessions, grants, rights, claims, liberties, special status, other benefits or privileges and any powers of attorney given by, issued to or executed in favour of the Transferor Companies including in relation to the Undertaking of Transferor Companies, and all rights and benefits which have accrued to the Transferor Companies shall, under the provisions of Sections 230 to 232 and other



applicable provisions, if any, of the Act, stand transferred to and vested in, or shall be deemed to be transferred to or vested in, Transferee Company 2, as if the same were originally given by, issued to or executed in favour of Transferee Company 2, so as to become, as and from the Appointed Date, consents, permissions, licenses, permits, quotas, approvals, certificates, clearances, authorities, leases, tenancy, assignments, allotments, registrations, incentives, subsidies, concessions, grants, rights, claims, liberties, special status, other benefits or privileges and any powers of attorney of Transferee Company 2 which are valid, binding and enforceable on the same terms, and Transferee Company 2 shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company 2.

21.2.5 The transfer as aforesaid shall be subject to charges / hypothecations / mortgages over the assets or any part thereof provided, however, that any reference in any security document or any arrangements to which the Transferor Companies are a party, to the assets or properties of the Transferor Companies offered as security for any financial assistance or obligations to the secured creditor/s of the Transferor Companies or third parties, shall be construed only to be to the respective assets or properties pertaining to the Undertaking of Transferor Companies as are vested in Transferee Company 2 by virtue of this Clause to the end and intent that such security, mortgage and charge shall not extend or be deemed to extend to any assets or any other units or divisions of Transferee Company 2 unless specifically agreed to by Transferee Company 2 with such secured creditor/s and subject to consents and approvals of the existing secured creditors of Transferee Company 2, if any. This Scheme shall not operate to enlarge / enhance any security created by the Transferor Companies in favour of any lender or third party.

21.3 **Transfer of Liabilities:** Without prejudice to the generality of Clause 21.1 above, upon the coming into effect of Part III of this Scheme and with effect from the Appointed Date:

21.3.1 All the liabilities including all secured and unsecured debts, whether in Indian rupees or foreign currency), sundry creditors, contingent liabilities, duties, obligations and undertakings of the Transferor Companies of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized for its business activities and operations (**the "Liabilities of Transferor Companies"**) shall, without any further act, instrument or deed, be and shall stand transferred to and vested in or deemed to have been transferred to and vested in the Transferor Companies, along with any charge, lien, encumbrance or security thereon, and the same shall be assumed to the extent they are outstanding on the Effective Date so as to become as and from the Appointed Date, the debts, liabilities, duties and obligations of the Transferor Companies and further that it shall not be necessary to obtain consent of any third party or other person who is a party to the contract or arrangements by virtue of which such debts, liabilities, duties and obligations have arisen, in order to give effect to the provisions of this Clause. Further, all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Transferor Companies on or after the Appointed Date till the Effective Date, shall be deemed to be and shall become the debts, loans raised, duties, liabilities and obligations incurred by Transferee Company 2 by virtue of Part III of this Scheme.

21.3.2 Without prejudice to the foregoing provisions of this Clause, upon the coming into effect of Part III of the Scheme, all debentures, bonds, notes or other debt securities and other instruments of like nature (whether convertible into equity shares or not), if any, shall pursuant to the provisions of Sections 230 to 232 and other relevant provisions of the Act, without any further act, instrument or deed, become the debt securities of the Transferee Company 2 on the same terms and conditions except to the extent modified under the provisions of this Scheme and all rights, powers, duties and obligations in relation thereto shall be and stand transferred to and vested in or be deemed to have been transferred to and vested in and shall be exercised by or against the Transferee Company 2 as if it was the issuer of such debt securities, so transferred and vested.



- 21.3.3 Where any of the debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations of the Transferor Companies as on the Appointed Date deemed to be transferred to Transferee Company 2 under this Scheme, have been discharged by the Transferor Companies after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of Transferee Company 2.
- 21.3.4 All loans raised or used and all liabilities and obligations incurred by the Transferor Companies for the operations of the Transferor Companies after the Appointed Date and prior to the Effective Date, shall, subject to the terms of Part III of this Scheme, be deemed to have been raised, used or incurred for and on behalf of Transferee Company 2 in which the Undertaking of Transferor Companies shall vest in terms of this Scheme and to the extent they are outstanding on the Effective Date, shall also without any further act, deed or instrument, be and stand transferred to and be deemed to be transferred to Transferee Company 2 and shall become the debts, liabilities, duties and obligations of Transferee Company 2 which shall meet, discharge and satisfy the same.
- 21.4 The Transferor Companies may, if required, give notice in such form as it may deem fit and proper to each party, debtor or borrower, as the case may be, that pursuant to Part III of the Scheme becoming effective, the said debt, loan, advance, etc. be paid or made good or held on account of the Transferee Company 2 as the person entitled thereto.
- 21.5 Transferee Company 2 may, if required, give notice in such form as it may deem fit and proper to each person, debtor or borrower that pursuant to Part III of the Scheme becoming effective, the said person, debtor or borrower shall pay the debt, loan or advance or make good the same or hold the same to its account and that the right of Transferee Company 2 to recover or realise the same is in substitution of the right of the Transferor Companies.
- 21.6 The transfer and vesting of the assets comprised in the Undertaking of Transferor Companies to and in Transferee Company 2 under this Scheme shall be subject to the mortgages and charges, if any, affecting the same. All Encumbrances, if any, existing prior to the Effective Date over the assets of the Transferor Companies which secures or relate to the Liabilities of Transferor Companies shall, after the Effective Date, without any further act, deed or instrument, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to Transferee Company 2. Provided that if any of the assets of the Transferor Companies have not been encumbered in respect of the Liabilities of Transferor Companies, such assets shall remain unencumbered and the existing Encumbrance, if any, referred to above shall not be extended to and shall not operate over such assets. Further, such Encumbrances, if any, shall not relate or attach to any of the other assets of the Transferor Companies or Transferee Company 2. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.
- 21.7 Without prejudice to the provisions of the foregoing Clauses and upon the effectiveness of this Scheme, the Transferor Companies and Transferee Company 2 shall execute such instruments or documents or do all such acts and deeds as may be required, including the filing of necessary particulars and / or modification(s) of charge, with the Registrar of Companies having jurisdiction to give formal effect to the above provisions, if required.
- 21.8 It is expressly provided that no other term or condition of the Liabilities of Transferor Companies transferred to Transferee Company 2 is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.
- 21.9 Subject to the necessary consents being obtained in accordance with the terms of this Scheme, the provisions of this Clause 21 shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document, all of which instruments, deeds or writings shall stand modified and / or superseded by the foregoing provisions.
- 21.10 Subject to the terms of this Scheme, the transfer and vesting of the Undertaking of Transferor Companies under this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Companies on or before the



Appointed Date or concluded after the Appointed Date till the Effective Date, to the end and intent that all such acts, deeds and things made, done and executed by the Transferor Companies are made, done and executed by or on behalf of Transferee Company 2, unless the Board of Directors of Transferee Company 2 specifically object, rebut or negate any such acts, deeds or things for a reasonable and justifiable cause.

- 21.11 On and from the Effective Date, and thereafter, Transferee Company 2 shall be entitled to operate all bank accounts of the Transferor Companies and realise all monies and complete and enforce all pending contracts and transactions and to accept stock returns and issue credit notes in respect of the Transferor Companies in the name of the Transferor Companies in so far as may be necessary until the transfer of rights and obligations of the Transferor Companies to Transferee Company 2 under Part III of this Scheme have been formally given effect to under such contracts and transactions.
- 21.12 For avoidance of doubt and without prejudice to the generality of any applicable provisions of Part III of this Scheme, it is clarified that with effect from the Effective Date until such times the name of the bank accounts of the Transferor Companies would be replaced with that of Transferee Company 2, Transferee Company 2 shall be entitled to operate the bank accounts of the Transferor Companies in the name of the Transferor Companies in so far as may be necessary. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Companies after the Effective Date shall be accepted by the bankers of Transferee Company 2 and credited to the account of Transferee Company 2, if presented by Transferee Company 2. Transferee Company 2 shall be allowed to maintain banks accounts in the name of the Transferor Companies for such time as may be determined to be necessary by Transferee Company 2 for presentation and deposition of cheques and pay orders that have been issued in the name of the Transferor Companies. It is hereby expressly clarified that any legal proceedings by or against the Transferor Companies in relation to cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Companies shall be instituted, or as the case may be, continued by or against Transferee Company 2 after the coming into effect of the Scheme.
- 21.13 For avoidance of doubt and without prejudice to the generality of any applicable provisions of Part III of this Scheme, it is clarified that if any assets (including estates, claims, rights, entitlements, title, interest in or authorities relating to such assets) or any contract, deeds, bonds, agreements, permissions, authorisations, schemes, arrangements or other instruments of whatsoever nature which belongs to Transferor Company 1 or to which any of the Transferor Companies is a party and which cannot be transferred to Transferee Company 2 for any reason whatsoever, Transferee Company 2 shall hold such assets or be entitled to all the rights, powers or interests in such instruments in trust in the name of the Transferor Companies for its benefit in terms of this Scheme, in so far as it is permissible so to do, till such time the formal transfer is effected.

22. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

- 22.1 Upon the coming into effect of Part III of this Scheme, and subject to the provisions of Part III of this Scheme, all contracts, deeds, bonds, agreements, schemes, insurance policies, indemnities, guarantees, arrangements and other instruments of whatsoever nature to which the Transferor Companies are a party or to the benefit of which the Transferor Companies may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favour of, as the case may be, Transferee Company 2, and may be enforced as fully and effectually as if, instead of the Transferor Companies, Transferee Company 2 had been a party or beneficiary or obligee thereto or there under.
- 22.2 Transferee Company 2, at any time after Part III of this Scheme becoming effective, in accordance with the provisions hereof, if so required under any law or otherwise, will execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to which the Transferor Companies are a party, in order to give formal effect to the provisions of Part III of this Scheme. Transferee Company 2 shall, under the provisions of Part III of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor



Companies and to carry out or perform all such formalities or compliances, referred to above, on behalf of the Transferor Companies.

23. STAFF, WORKMEN & EMPLOYEES

- 23.1 Upon the coming into effect of Part III of this Scheme, all employees of the Transferor Companies shall, become the employees of Transferee Company 2, on terms and conditions not less favorable than those on which they are engaged by the Transferor Companies and without any interruption of or break in service as a result of the amalgamation of the Transferor Companies with Transferee Company 2. For the purpose of payment of all retirement benefits, the past services of such employees with the Transferor Companies shall be taken into account from the date of their appointment with the Transferor Companies and such benefits to which the employees are entitled in the Transferor Companies shall also be taken into account and paid (as and when payable) by Transferee Company 2.
- 23.2 In so far as the provident fund, gratuity fund, superannuation fund, retirement fund and any other funds or benefits created by Transferor Company 1 for its employees or to which the Transferor Companies are contributing for the benefit of its employees (collectively referred to as the "Funds of Transferor Companies") are concerned, the Funds of Transferor Companies or such part thereof as relates to the employees (including the aggregate of all the contributions made to such Funds of Transferor Companies for the benefit of the employees, accretions thereto and the investments made by the Funds of Transferor Companies in relation to the employees) shall be transferred to Transferee Company 2 and shall be held for the benefit of the concerned employees. In the event Transferee Company 2 has its own funds in respect of any of the employee benefits referred to above, the Funds of Transferor Companies shall, subject to the necessary approvals and permissions, and at the discretion of Transferee Company 2, be merged with the relevant funds of Transferee Company 2. In the event that Transferee Company 2 does not have its own funds in respect of any of the above or if deemed appropriate by Transferee Company 2, Transferee Company 2 may, subject to necessary approvals and permissions, maintain the existing funds separately and contribute thereto until such time that the Transferee Company 2 creates its own funds, at which time the Funds of Transferor Companies and the investments and contributions pertaining to the employees shall be merged with the funds created by Transferee Company 2.
- 23.3 In relation to those Employees for whom the Transferor Companies are making contributions to the government provident fund or other employee benefit fund, Transferee Company 2 shall stand substituted for the Transferor Companies, for all purposes whatsoever, including relating to the obligation to make contributions to the said fund in accordance with the provisions of such fund, bye laws, etc. in respect of such Employees, such that all the rights, duties, powers and obligations of the Transferor Companies as the case may be in relation to such schemes/ Funds of Transferor Companies shall become those of Transferee Company 2.

24. LEGAL PROCEEDINGS

- 24.1 If any suit, appeal or other legal proceedings of whatsoever nature by or against the Transferor Companies are pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the merger of the Transferor Companies with Transferee Company 2 and by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against Transferee Company 2 in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Companies as if Part III of this Scheme had not been made.
- 24.2 Transferee Company 2 undertakes to have all legal or other proceedings initiated by or against the Transferor Companies referred to in Clause 24.1 above transferred into its name and to have the same continued, prosecuted and enforced by or against Transferee Company 2 to the exclusion of the Transferor Companies.

25. TAXES

- 25.1 Part III of this Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified in Section 2(1B) and other relevant provisions of the IT Act. If any terms or provisions of Part III of this Scheme are found or interpreted to be inconsistent with the provisions of the said section and other related provisions of the



IT Act at a later date including that resulting from a retrospective amendment of law or for any other reason whatsoever till the time Part II of this Scheme becomes effective, the provisions of the said section and other related provisions of the IT Act shall prevail and the Scheme shall stand modified, unless the Board of Directors decide otherwise, to the extent required to comply with Section 2(1B) and other relevant provisions of the IT Act.

- 25.2 Any tax liabilities under the IT Act, Goods and Service Tax Laws, Excise Duty Laws, Service Tax Laws, applicable State Value Added Tax Laws or other applicable laws/regulations (hereinafter referred to as "Tax Laws") 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 stand transferred to Transferee Company 2. Any refund under the Tax Laws due to the Transferor Companies consequent to the assessments 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 Transferee Company 2.
- 25.3 All taxes under the Tax Laws paid or payable by the Transferor Companies in respect of the operations and/ or the profits of the business on and from the Appointed Date, shall be on account of Transferee Company 2 and, in so far as it relates to the tax payment (including without limitation income tax, good and service tax, excise duty, service tax, applicable state Value Added Tax etc.), whether by way of deduction at source, advance tax or otherwise howsoever, the Transferor Companies in respect of the profits or activities or operation of the business on and from the Appointed Date, the same shall be deemed to be the corresponding item paid by Transferee Company 2, and, shall, in all proceedings, be dealt with accordingly.
- 25.4 Without prejudice to the generality of the above, all benefits including under the income tax, good and service tax, excise duty, service tax, applicable State Value Added Tax Laws etc., to which the Transferor Companies are entitled to in terms of the applicable Tax Laws of the Union and State Governments, shall be available to and vest in Transferee Company 2.
- 25.5 Transferee Company 2 shall be entitled to file / revise its income-tax returns, TDS returns, TDS certificates and other statutory returns, if required, and shall have the right to claim refunds, advance tax credits, credits of all taxes paid / withheld, if any, as may be required, consequent to implementation of this Scheme.

26. CONSIDERATION

- 26.1 Upon the Scheme becoming effective and in consideration of the transfer and vesting of the Undertaking of Transferor Companies from the Transferor Companies to the Transferee Company 2 in terms of this Scheme, Transferee Company 2 shall, without any further application or deed, issue and allot to every member of the Transferor Companies holding fully paid-up equity shares in the Transferor Companies, and whose names appear in the Register of Members of the Transferor Companies on the Record Date or to such of their respective heirs, executors, administrators, or the successors-in-title, in the following manner:

"6,221 (Six Thousand Two Hundred and Twenty-One) equity shares of face value of INR 10/- (Indian Rupees Ten Only) each of the Transferee Company 2, for every 1 (One) fully paid-up equity shares of face value of INR 10/- (Indian Rupees Ten Only) each of the Transferor Company 2. ("Share Entitlement Ratio 1")"

"16 (Sixteen) equity shares of face value of INR 10/- (Indian Rupees Ten Only) each of the Transferee Company 2, for every 1 (One) fully paid-up equity shares of face value of INR 10/- (Indian Rupees Ten Only) each of the Transferor Company 3. ("Share Entitlement Ratio 2")"

The equity shares to be issued by Transferee Company 2 pursuant to this Clause 26.1 are hereinafter referred to as "HL New Shares".

- 26.2 The Share Entitlement Ratio 1 and Share Entitlement Ratio 2 (hereinafter collectively referred to as "Share Entitlement Ratios") as stated in Clause 26.1 above have been determined and agreed upon by the respective Board of Directors of the Transferor Companies and Transferee Company 2 based on the recommendation of the fair share entitlement ratio provided by an independent registered valuer and the fairness



opinion provided by independent merchant banker, as presented before the Audit Committee and Committee of the Independent Directors of Transferee Company 2.

- 26.3 In case any shareholder's shareholding in the Transferor Companies is such that such shareholder becomes entitled to a fraction of any of the HL New Shares, Transferee Company 2 shall round the same up to the lower whole number and no fraction shares shall be issued pursuant to this Scheme.
- 26.4 The HL New Shares to be issued and allotted by Transferee Company 2 in terms hereof will be subject to the Memorandum and Articles of Association of Transferee Company 2 and Applicable Laws.
- 26.5 HL New Shares to be issued and allotted by Transferee Company 2 pursuant to the Scheme shall rank pari passu with the existing equity shares of Transferee Company 2 in all respects including dividends, if any, that may be declared by Transferee Company 2 on or after the Scheme becoming effective, as the case may be, and shall be listed and admitted for trading on the Stock Exchanges by virtue of the Scheme.
- 26.6 Transferee Company 2 shall, if and to the extent required, apply for and obtain any approvals from concerned regulatory authorities for the issue and allotment of the HL New Shares of Transferee Company 2 to the shareholders of the Transferor Companies under the Scheme.
- 26.7 The issue and allotment of HL New Shares by Transferee Company 2 to the shareholders of the Transferor Companies as provided in this Scheme is an integral part hereof and shall be deemed to have been carried out under the orders passed by the Hon'ble NCLT without requiring any further act on the part of the Transferee Company 2 or the Transferor Companies or their shareholders and as if the procedure laid down under the Act and such other Applicable Law as may be applicable, were duly complied with. It is clarified that the approval of the members of Transferee Company 2 and/or the Transferor Companies to this Scheme, shall be deemed to be their consent/approval for the issue and allotment of the HL New Shares.
- 26.8 HL New Shares to be issued by Transferee Company 2 pursuant to this Scheme shall be issued in dematerialized form. If Transferee Company 2 is unable to allot HL New Shares to any shareholder in dematerialized form due to any reason whatsoever (including non-receipt of relevant information/ details from shareholders currently holding shares in physical form), Transferee Company 2 shall issue HL New Shares in trust in a separate escrow/suspense account to be maintained by Transferee Company 2 for the benefit of such shareholders. Such HL New Shares will be dealt with in accordance with the Applicable Laws and as the Board of Directors of Transferee Company 2 deem fit.
- 26.9 In the event, Transferee Company 2 or the Transferor Companies restructure their equity share capital by way of share split / consolidation / issue of bonus shares during the pendency of the Scheme, the Share Entitlement Ratios as per Clause 26.1 above shall be adjusted accordingly, to consider the effect of any such corporate actions.

27. ACCOUNTING TREATMENT IN THE BOOKS OF TRANSFEROR COMPANIES

- 27.1 As the Transferor Companies shall stand dissolved without being wound up, as mentioned in Clause 31 of the Scheme, and all the assets and liabilities as well as reserves shall be transferred to Transferee Company 2, on a going concern basis, upon Part III of this Scheme becoming effective, hence no accounting treatment is prescribed in the books of the Transferor Companies.

28. ACCOUNTING TREATMENT IN THE BOOKS OF TRANSFEE COMPANY 2

- 28.1 Upon the effectiveness of Part III of this Scheme and with effect from the Appointed Date, Transferee Company 2 shall account for the merger / amalgamation in its books as per applicable accounting principles prescribed under Appendix C to Indian Accounting Standard (Ind AS) 103 "Business Combinations" prescribed under Section 133 of the Companies Act, 2013 read with the Companies (Indian Accounting Standards) Rules, 2015 read with relevant clarifications issued by the Ind AS Transition Facilitation Group (ITFG) of the Institute of Chartered Accountants of India and other generally accepted accounting principles in India.



- 28.2 In terms of the provisions of Clause 28.1 above, upon the effectiveness of Part III of the Scheme and with effect from the Appointed Date, the following accounting treatment shall be adopted in the books of Transferee Company 2:
- 28.2.1 Transferee Company 2 shall upon Part III of the Scheme coming into effect and with effect from the Appointed Date, record all the assets, liabilities and reserves, if any, of the Transferor Companies vested in it pursuant to Part III of this Scheme at the respective book values thereof appearing in the books of the Transferor Companies.
- 28.2.2 The identity of the reserves of the Transferor Companies shall be preserved and Transferee Company 2 shall record the reserves of the Transferor Companies in the same form and at the same values as they appear in the financial statements of the Transferor Companies.
- 28.2.3 The difference, if any, between the amount recorded as total share capital issued by Transferee Company 2 and the amount of share capital of the Transferor Companies shall be transferred to capital reserve (i.e. debited or credited, as the case may be) and such capital reserve shall be presented separately from other capital reserves with disclosure of its nature and purpose in the notes.
- 28.2.4 Pursuant to Part II of this Scheme, the inter-company transactions and balances between Transferee Company 2 and the Transferor Companies, if any, shall stand cancelled and there shall be no further obligation in that behalf.
- 28.2.5 Transferee Company 2 shall pass such further accounting entries, as may be necessary, in connection with the Scheme, to comply with any of the applicable accounting standards and generally accepted accounting principles adopted in India.
- 28.3 In case of any difference in accounting policies between the Transferor Companies and Transferee Company 2, the accounting policies followed by Transferee Company 2 shall prevail to ensure that the financial statements of Transferee Company 2 reflect the financial position on the basis of consistent accounting policies. The difference, if any, in the accounting policies between the Transferor Companies and Transferee Company 2, shall be ascertained and the impact of the same will be quantified and adjusted in the retained earnings or another affected component of equity of the Transferee Company 2, as applicable, in accordance with the requirements of Ind AS 8 – Accounting Policies, Changes in Accounting Estimates and Errors.
- 28.4 To the extent that there are inter-corporate loans/trade deposits, debentures, debt securities or balances between the Transferor Companies and Transferee Company 2, the obligation in respect thereof shall come to an end and corresponding effect shall be given in the books of account and the records of Transferee Company 2 for the reduction / netting of any assets or liabilities, as the case may be. Difference, if any, arising upon such cancellation, shall be credited or debited, as the case may be, to the reserve of the Transferee Company 1.
- 28.5 Transferee Company 2 shall pass such further accounting entries, as may be necessary, in connection with the Scheme, to comply with any of the applicable accounting standards and generally accepted accounting principles adopted in India.
- 28.6 The Scheme set out herein in its present form or with any modification(s) or amendment(s) approved, imposed or directed by the NCLT or any other Governmental Authority shall be effective from the Appointed Date but shall be operative from the Effective Date. However, if Ind AS 103 requires the amalgamation to be accounted with effect from a different date, then it would be accounted as per the requirements of Ind AS 103, for accounting purpose, to be compliant with the Indian Accounting Standards. For regulatory and tax purposes, amalgamation would have been deemed to be effective from the Appointed Date of this Scheme.

29. DATE OF TAKING EFFECT AND OPERATIVE DATE

- 29.1 The Scheme as set out herein in its present form, or with any modification(s) or amendment(s) approved, imposed or directed by the Hon'ble NCLT or any other Appropriate Authority and acceptable to the Board of Directors of Transferee



Company 2, shall be effective from the Appointed Date, as defined in Section 232(6) of the Act, but shall be operative from the Effective Date.

30. CONDUCT OF BUSINESS UNTIL EFFECTIVE DATE

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

- 30.1 The Transferor Companies shall carry on and be deemed to have carried on all business and activities and shall stand possessed of all the assets, rights, title and interest for and on account of, and in trust for Transferee Company 2.
- 30.2 All profits and cash accruing to or losses arising or incurred (including the effect of taxes, if any thereon), by the Transferor Companies, shall for all purposes, be treated as the profits/ cash, taxes or losses of Transferee Company 2.

31. DISSOLUTION OF THE TRANSFEROR COMPANIES

- 31.1 The Transferor Companies shall be dissolved without winding up, on an order made by the Hon'ble NCLT under Section 230 of the Act. On and with effect from the Effective Date, the name of the Transferor Companies shall be struck off from the records of the relevant Registrar of Companies.



PART IV - GENERAL TERMS AND CONDITIONS

32. APPLICATION(S) TO NCLT

32.1 The Merging Companies and Transferee Company 2 shall make and file, as applicable, joint or separate applications and petitions, under Sections 230 to 232 and other applicable provisions of the Act before the Hon'ble NCLT for sanction of this Scheme and shall apply for such approvals as may be required under Applicable Law.

33. DIVIDENDS

33.1 The Companies shall be entitled to declare and pay dividends to their respective shareholders consistent with the past practice or in ordinary course of business, whether interim or final. Any other dividend shall be recommended/ declared only by mutual consent of the concerned parties.

33.2 It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any shareholder of the Companies to demand or claim or be entitled to any dividends which, subject to the provisions of the Act, shall be at the discretion of the respective Board of Directors the Companies, and subject to approval, if required, of the shareholders of each of the Companies respectively.

34. MODIFICATIONS / AMENDMENTS TO THE SCHEME

34.1 The Companies may consent jointly but not individually, to make any modifications or amendments to this Scheme at any time and for any reason whatsoever, or which may otherwise be considered necessary, desirable or appropriate. The Companies acting jointly may consent to any conditions or limitations that the NCLT or any other Appropriate Authority may impose.

34.2 For the purposes of giving effect to this Scheme or any modification thereof, the Companies acting jointly may give such directions including directions for settling any question or difficulty that may arise and such directions shall be binding on all Parties as if the same were specifically incorporated in this Scheme.

34.3 It is clarified that if any modifications are required post satisfaction of the conditions mentioned in Clause 35 and the Scheme having been made effective, the Effective Date shall not be affected by any such modifications that might be required to be made and the Effective Date for such modified Scheme shall be same as the date on which Scheme was made effective prior to the modifications.

35. CONDITIONALITY OF THE SCHEME

35.1 Unless otherwise determined by the Board of Directors of the Merging Companies and Transferee Company 2, the Scheme is conditional upon and subject to the following conditions precedent:

35.1.1 Obtaining No-objection letter from the Stock Exchanges, where the equity shares of Transferee Company 2 are listed, in relation to the Scheme under Regulation 37 and other applicable regulations of the SEBI LODR Regulations.

35.1.2 Approval of the Scheme by the requisite majorities of the respective members and creditors (where applicable) of the Merging Companies and Transferee Company 2, as required under the Act, or dispensing the meetings, as may be directed by the Hon'ble NCLT.

35.1.3 Compliance with the other provisions of the SEBI Scheme Circular, including seeking approval of the shareholders of Transferee Company 2 through e-voting, as applicable and that the Scheme shall be acted upon only if the votes cast by the public shareholders of Transferee Company 2 are more than the votes cast by the public shareholders against it, as and if required by the SEBI Scheme Circular at the relevant time of obtaining shareholders' approval.



- 35.1.4 Sanction of the Scheme by Hon'ble NCLT under Sections 230 to 232 of the Act in favour of the Merging Companies and Transferee Company 2, as the case may be, under the said provisions and to the necessary order sanctioning the Scheme being obtained.
- 35.1.5 Certified copy of the order of the Hon'ble NCLT sanctioning the Scheme being filed with the Registrar of Companies, Maharashtra at Mumbai, collectively by the Merging Companies and Transferee Company 2, either by way of filing required e-forms with Ministry of Corporate Affairs portal or otherwise.
- 35.1.6 Receipt of any other consents, approvals, permissions, no-objection, resolutions, sanctions and / or orders from Appropriate Authority or from any other party, if and as applicable for coming into effect of the Scheme.
- 35.2 The decision of the Board of Directors of the Merging Companies and Transferee Company 2 with respect to approval and/or filing whether required or not with the Hon'ble NCLT and / or any other Appropriate Authority shall be final and binding.
- 36. WITHDRAWAL OF THE SCHEME AND EFFECT OF NON-RECEIPT OF APPROVALS**
- 36.1 The Companies, acting jointly, shall be at liberty to withdraw the Scheme, any time before the Scheme is effective.
- 36.2 In the event of withdrawal of the Scheme under Clause 36.1 above, 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.
- 36.3 In the event of any of the requisite sanctions and approvals not being obtained on or before such date as may be agreed to by the Companies, this Scheme or relevant part(s) of this Scheme shall become null and void and each company shall bear and pay its respective costs, charges and expenses for and/ or in connection with this Scheme.
- 36.4 Further, it is the intention of the Companies that each part shall be severable from the remainder of this Scheme and other parts of the Scheme shall not be affected, if any part of this Scheme becomes null and void, or is found to be unworkable for any reason whatsoever unless the deletion of such part shall cause this Scheme to become materially adverse to any of the Companies, in which case the Companies shall attempt to bring about a modification in this Scheme or cause such part to be null and void, including but not limited to such part.
- 36.5 The Boards of Directors of the Companies shall be entitled to revoke, cancel and declare the Scheme of no effect if they are of the view that the coming into effect of the Scheme could have adverse implications on the Companies.
- 37. FACILITATION PROVISIONS**
- 37.1 Immediately upon the Scheme being effective, the Parties shall enter into agreements as may be necessary, *inter alia* in relation to use by the Parties of office space, infrastructure facilities, information technology services, security personnel, usage of common trademarks, brand names and other intellectual property rights, legal, administrative and other services, etc. on such terms and conditions that may be mutually agreed between them.
- 37.2 It is clarified that approval of the Scheme by the shareholders of the Merging Companies and Transferee Company 2 under sections 230 to 232 of the Act shall be deemed to have their approval under Section 188 and other applicable provisions of the Act and Regulation 23 and other applicable regulations of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and that no separate approval of the of the Board or audit committee or shareholders shall be required to be sought by the Parties.
- 37.3 It is clarified that all guarantees provided by the Merging Companies shall be valid and subsisting till adequate arrangements/ guarantees have been provided in respect of the same by the Transferee Company 2.



38. BINDING EFFECT

38.1 Upon the Scheme becoming effective, the same shall be binding on the Merging Companies and Transferee Company 2 and all concerned parties without any further act, deed, matter or thing.

39. SEVERABILITY

39.1 If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to any decision of the Merging Companies and Transferee Company 2 to the contrary, affect the validity or implementation of the other parts and/or provisions of this Scheme.

40. COSTS, CHARGES AND EXPENSES

40.1 All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Merging Companies and Transferee Company 2 arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be solely borne by the Transferee Company 2.

