

DRAFT COMPOSITE SCHEME OF ARRANGEMENT
UNDER SECTIONS 230 TO 232 READ WITH OTHER APPLICABLE
PROVISIONS OF THE COMPANIES ACT, 2013

AMONGST

VADILAL INDUSTRIES LIMITED
(TRANSFEREE COMPANY)

AND

VADILAL INTERNATIONAL PRIVATE LIMITED
(TRANSFEROR COMPANY 1)

AND

VADILAL FINANCE COMPANY PRIVATE LIMITED
(TRANSFEROR COMPANY 2)

AND

VERONICA CONSTRUCTIONS PRIVATE LIMITED
(TRANSFEROR COMPANY 3)

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS



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PREAMBLE





This Composite Scheme of Arrangement is presented under Sections 230 to 232 of the Companies Act, 2013, together with other applicable provisions of the Companies Act, 2013 for the amalgamation of Vadilal International Private Limited, Vadilal Finance Company Private Limited and Veronica Constructions Private Limited with Vadilal Industries Limited along with matters consequential, supplemental and/or otherwise integrally connected therewith with effect from the Appointed Date on the agreed terms and conditions as set out herein.

A. BACKGROUND OF COMPANIES

1. **Vadilal Industries Limited** or "**VIL**" or "**Transferee Company**" is a company incorporated under the provisions of Companies Act, 1956 with Corporate Identification Number L91110GJ1982PLC005169. The equity shares of VIL are listed on the BSE Limited ("**BSE**") and National Stock Exchange of India Limited ("**NSE**"). The registered office of VIL is situated at Vadilal House, 53, Shrimali Society, Near Navrangpura Railway Crossing, Navrangpura, Ahmedabad - 380009, Gujarat, India. It is engaged in the business of manufacturing, sourcing, processing, distribution and marketing of ice-cream, flavored milk, frozen dessert, juices, milk lollies, milk ice, ice candies, ice lollies and other dairy products, and processed foods such as frozen fruits, vegetable pulp, ready-to-eat and ready-to-serve products.

2. **Vadilal International Private Limited** or "**VIPL**" or "**Transferor Company 1**" is a company incorporated under the provisions of Companies Act, 1956 with Corporate Identification Number U15149GJ1986PTC008512. The registered office of VIPL is situated at Vadilal House, 53 Shrimali Society, Near Navrangpura Railway Crossing, Navrangpura, Ahmedabad - 380009, Gujarat, India. It is

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engaged in the business of leasing of non-financial intangible assets, and is the owner of the intellectual property rights in relation to the brand "Vadilal".

3. **Vadilal Finance Company Private Limited** or "**VFCPL**" or "**Transferor Company 2**" is a company incorporated under the provisions of Companies Act, 1956 with Corporate Identification Number U65910GJ1984PTC006881. The registered office of VFCPL is situated at Vadilal House, 53 Shrimali Society, Near Navrangpura Railway Crossing, Navrangpura, Ahmedabad - 380009, Gujarat, India. It is *inter-alia* engaged in trading activities.
4. **Veronica Constructions Private Limited** or "**VCPL**" or "**Transferor Company 3**" is a company incorporated under the provisions of Companies Act, 1956 with Corporate Identification Number U45201GJ1995PTC027715. The registered office of VCPL is situated at 3rd Floor, South Block, Puniska House, Next to One-42, Opp. Jayantilal Park BRTS Stop, Bopal-Ambli Road, Ahmedabad - 380058, Gujarat, India. It is mainly engaged in the business of development & construction activities, and trading activities.

B. RATIONALE FOR THE SCHEME OF ARRANGEMENT

The Transferor Companies (*as defined hereinafter*) and the Transferee Company are under the same management, and the Board of Directors (*as defined hereinafter*) of the Transferor Companies and the Transferee Company believe that the Scheme would be in the best interests of the Parties and their respective shareholders, employees, creditors and other stakeholders and would, *inter alia*, result in the following advantages:

All intellectual property in relation to the brand 'Vadilal' ("**Brand**") is currently held by Transferor Company 2. The Brand is core to the



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Transferee Company's business operations. The Transferee Company is currently using the Brand under a non-exclusive licensing arrangement with the Transferor Company 1, which is due to expire in the year 2028. It is essential for the Transferee Company to secure the right to continuous use of the Brand for adapting to evolving consumer needs with agility and maximizing value for all stakeholders. Accordingly, the proposed Scheme seeks to integrate the ownership of the Brand with the Transferee Company, which will result in *inter alia* the following benefits: (a) eliminating the complexities arising from licensing of the Brand by streamlining the ownership of the Brand within the Transferee Company; (b) enhancement of stakeholder value, and benefit to public shareholders of the Transferee Company, by ensuring direct and undiluted economic ownership of the Brand, a key intangible asset for the Transferee Company; and (c) cessation of payment of royalties by the Transferee Company will positively impact the earnings and profitability of the Transferee Company, thereby contributing to the growth of operations of the Transferee Company.

2. The proposed amalgamation will result in streamlining and alignment of the shareholding of the promoter and promoter group of the Transferee Company which is held through multiple entities belonging to the promoter and promoter group of the Transferee Company and thereby result in simplification of the group structure by eliminating multiple companies and shareholding tiers, thus enabling focus on core competencies and resulting in efficiency of management, significantly contributing to future growth and maximising value for all stakeholders.
3. The proposed amalgamation will result in a focused management in a combined entity and ensure administrative rationalisation, organisational efficiencies, optimal utilisation of various resources.



expedited decision-making, stability in management, revenue and cost synergies and long-term sustainability of business operations.

4. The proposed amalgamation will eliminate administrative duplications, and consequently reduce the administrative costs of maintaining separate companies, reduce time and efforts for consolidation of financials, while reducing duplicity of legal and regulatory compliances and result in a consolidated corporate structure with a focused management, strategic allocation of resources and increased efficiency.

This Scheme is in the interest of the shareholders, creditors, employees and other stakeholders in the Transferee Company and each of the Transferor Companies.

In view of the aforesaid advantages, the Board of Directors of the Transferor Companies and Transferee Company have considered and proposed the Scheme under the provisions of Sections 230 to 232 and other applicable provisions of the Act.

C. OVERVIEW AND OPERATION OF THE SCHEME

This Scheme provides for the merger of the Transferor Companies with the Transferee Company, as a going concern pursuant to Sections 230 to 232 and other relevant provisions of the Act, relevant provisions of the SEBI Circular and the Listing Regulations, for *inter alia* the following:

- (a) amalgamation of Transferor Company 1 with the Transferee Company with effect from the Appointed Date, in accordance with the provisions of Sections 230 to 232 of the Act and other applicable provisions of the Act, consequent dissolution of the Transferor Company 1 without being wound up, and issuance of Scheme Shares 1 (as defined hereinafter) to the equity



shareholders of Transferor Company 1, in accordance with Share Exchange Ratio 1;

- (b) amalgamation of Transferor Company 2 and Transferor Company 3 (collectively referred to as "**Other Transferor Companies**") with the Transferee Company with effect from the Appointed Date, in accordance with the provisions of Sections 230 to 232 of the Act and other applicable provisions of the Act, consequent dissolution of the Other Transferor Companies without being wound up, and issuance of Scheme Shares 2 (as defined hereinafter) to the equity shareholders of Transferor Company 2 (as defined hereinafter), in accordance with Share Exchange Ratio 2 (as defined hereinafter), and Scheme Shares 3 (as defined hereinafter) to the equity shareholders of Transferor Company 3 (as defined hereinafter), in accordance with Share Exchange Ratio 3 (as defined hereinafter);
- (c) transfer of the authorised Share Capital of each of the Transferor Companies to the Transferee Company as provided in the Part IV of this Scheme, and consequential increase in the authorised Share Capital of the Transferee Company as provided in Part IV of this Scheme;
- (d) cancellation of all the issued Share Capital of each of the Transferor Companies as provided in this Scheme which shall be affected as a part of this Scheme and not in accordance with Section 66 of the Act;
- (e) cancellation of all shares of Transferee Company held by each of the Transferor Companies;

- (f) amendment of the Charter Documents of the Transferee Company.



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(hereinafter referred to as the "**Merger**").

D. PARTS OF THIS SCHEME

The Scheme is divided in several Parts for the sake of convenience.

PART I deals with definitions of capitalized terms used in this Scheme and interpretation, Share Capital of the Transferor Companies and the Transferee Company, date of taking effect and operative date;

PART II deals with amalgamation of Transferor Company 1 with the Transferee Company;

PART III deals with amalgamation of the Other Transferor Companies with the Transferee Company; and

PART IV deals with the transfer of authorized Share Capital of the Transferor Companies to the Transferee Company, and consequential increase in the authorized Share Capital of the Transferee Company and general terms and conditions applicable to this Scheme.

E. TREATMENT FOR THE PURPOSE OF THE INCOME TAX ACT

This Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified under Section 2(1B) of the Income Tax Act. If, at a later date, any of the terms or provisions of this Scheme is/are found or interpreted to be inconsistent with the provisions of Section 2(1B) of the Income Tax Act, including resulting from an amendment of law or for any other reason whatsoever, the provisions of Section 2(1B) of the Income Tax Act, or a corresponding provision of any amended or newly enacted Applicable Law, shall



prevail and the Scheme shall stand modified to the extent determined necessary to comply with the provisions of Section 2(1B) of the Income Tax Act or a corresponding provision of any amended or newly enacted Applicable Law. Such modification(s) will, however, not affect the other provisions of the Scheme.



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PART - I

DEFINITIONS, DATE OF TAKING INTO EFFECT AND SHARE CAPITAL

1. DEFINITIONS

In this Scheme, the following words and expressions shall, unless the context requires otherwise, have the following meanings ascribed to them:

- 1.1 **“Act” or “the Act”** means the Companies Act, 2013 and shall include any other statutory amendment or re-enactment or restatement and the rules and/ or regulations and/ or other guidelines or notifications under Applicable Laws, made thereunder from time to time;
- 1.2 **“Applicable Law(s)”** mean any applicable national, foreign, central, provincial, local or other law including all applicable provisions of all (a) constitutions, decrees, treaties, statutes, enactments, laws (including the common law), codes, notifications, rules, bye-laws, regulations, policies, guidelines, circulars, press notes, clearances, directions, directives, ordinances or orders of any Appropriate Authority, statutory authority, court, tribunal having jurisdiction over the Parties; (b) Permits; (c) orders, decisions, injunctions, judgments, writs, awards and decrees of or agreements with any Appropriate Authority having jurisdiction over the Parties, in each case having the force of law and that is binding or applicable to a Person, as may be in force from time to time; and (d) taxes;
- 1.3 **“Appointed Date”** means the 1st day of April 2025 or such other date as may be approved by the Tribunal or any other Appropriate Authority;



1.4 **"Appropriate Authority"** means: (i) the government of any jurisdiction (including any national, provincial, state, municipal or local government or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, arbitrator, alternative dispute resolution body, Tribunal, central bank, commission or other authority thereof; (ii) any public international organisation or supranational body and its institutions, departments, agencies and instrumentalities; (iii) governmental, administrative, quasi-governmental or private body or agency, whether in India or overseas, lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, statutory, licensing, competition, Tax, importing, exporting or other governmental or quasi-governmental authority including without limitation, Regional Director, Ministry of Corporate Affairs, Official Liquidator, Registrar of Companies, SEBI; and (iv) any stock exchange

1.5 **"Board of Directors" or "Board" or "Management"** in relation to a Party means the board of directors of such Party, and shall include a committee of directors (existing or to be constituted subsequently by the Board) or any person authorized by the board of directors or such committee of directors duly constituted and authorized for the purposes of matters pertaining to this Scheme or any other matter relating thereto;

1.6 **"Charter Documents"** means, with respect to a company, the memorandum of association and/or the articles of association of such company;

1.7 **"Effective Date"** means the last of the dates on which the following events have taken place: (i) approvals or events specified in Clause 44.1 of the Scheme are satisfied or have occurred or obtained or the requirement of which has been waived (in writing) in accordance with this Scheme; and (ii) filing of certified copies of the Sanction Order

by the Parties with the RoC. References in this Scheme to the "date of coming into effect of this Scheme" or "upon the Scheme being effective" or "coming into effect of this Scheme" shall mean the Effective Date.

1.8 **"Eligible Shareholders"** means collectively, Eligible Shareholders 1, Eligible Shareholders 2 and Eligible Shareholders 3, and **"Eligible Shareholder"** means each of them individually;

1.9 **"Eligible Shareholders 1"** means each Person whose name appears: (i) in the register of members as a member of the Transferor Company 1 and/or (ii) as the beneficial owner of the shares in the Transferor Company 1 in the record of the depositories, on the Record Date (or to such of their respective heirs, claimants, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of the Transferee Company);

1.10 **"Eligible Shareholders 2"** means each Person whose name appears: (i) in the register of members as a member of the Transferor Company 2 and/or (ii) as the beneficial owner of the shares in the Transferor Company 2 in the record of the depositories, on the Record Date (or to such of their respective heirs, claimants, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of the Transferee Company);

1.11 **"Eligible Shareholders 3"** means each Person whose name appears: (i) in the register of members as a member of the Transferor Company 3 and/or (ii) as the beneficial owner of the shares in the Transferor Company 3 in the record of the depositories, on the Record Date (or to such of their respective heirs, claimants, executors, administrators or other legal representatives or other



successors in title as may be recognized by the Board of the Transferee Company);

1.12 **"Encumbrance"** means any form of legal or equitable encumbrance or security interest including any mortgage, pledge, hypothecation, assignment by way of security, non-disposal undertaking, escrow, charge, lien or other security interest or encumbrance of any kind securing any obligation of any Person (including, without limitation, any right granted by a transaction or other type of preferential arrangement or interest of any nature whatsoever which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law), outstanding Taxes (which have become due and payable), option, pre-emptive right, proxy, power of attorney, voting agreement, right of first offer, first, last or other refusal right, or transfer restriction in favour of any Person, beneficial ownership, adverse claim, title retention agreement, conditional sale agreement, any provisional, conditional or executorial attachment, trust (other title exception of whatsoever nature), any agreement to create any of the foregoing or any adverse claim as to title, possession or use and the term **"Encumber"** shall be construed accordingly;

1.13 **"Income Tax Act"** means the Income-tax Act, 1961 and rules, regulations, circulars, notifications, clarifications, orders or guidelines issued thereunder and as amended from time to time and include any statutory replacement or re-enactment thereof, if the context so requires and as may be applicable;

1.14 **"Indian Accounting Standards"** means the applicable accounting principles as prescribed under the Companies (Indian Accounting Standards) Rules, 2015 and shall include any statutory modifications, re-enactments or amendments thereof;



1.15 **"INR"** or **"Rupee(s)"** or **"₹"** means Indian Rupee(s), the lawful currency of the Republic of India;

1.16 **"Intellectual Property"** means all intellectual property rights of any nature whatsoever, past, present, and future rights of the following types whether recorded in the books or not, which may exist or be created under the laws of any jurisdiction including:

(i) rights in information (including know-how, confidential processes, confidential information and trade secrets), database rights and the right to use, and protect the confidentiality of, confidential information;

(ii) trademarks, service marks, patents, inventions, rights in logos, brand names, trade and business names, rights in each of get-up and trade dress and all associated goodwill, rights to sue for passing off and/or for unfair competition and domain names;

(iii) copyright, moral rights and related rights, rights in computer software, software codes, database rights, and rights in designs;

(iv) marketing authorization, approvals, marketing intangibles, permits, permissions, incentives, privileges, special status, drawings, designs, research and studies;

(v) digital platforms, algorithms, domain names, applications (including hardware, software, licenses and scripts);

(vi) lists of present and former customers and suppliers, other customer information, copies of employment information, including but not limited to personnel files (including hiring documents, reference checks, existing employment contracts, policies, handbooks and documents reflecting changes in an employee's position, compensation, benefits, or other terms of



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employment), payroll records, documents relating to past or ongoing leave of absence, on the job injuries or illness, or fitness for work examinations, disciplinary records, related supervisory files and all forms, notifications, orders and contribution/identity cards issued by the concerned authorities and all other records and documents;

(vii) any other intellectual property rights; and

(viii) all rights or forms of protection, subsisting now or in the future and all current or pending applications with respect to the rights referred to in paragraphs (i) to (vii) above;

1.17 **“Liabilities”** means all debts (whether in Rupees or foreign currency), liabilities (including contingent liabilities, and obligations under any Permits or schemes or claims from customers), loans raised and used, obligations incurred, duties of any kind, nature or description and undertakings of every kind or nature and the liabilities of any description whatsoever, whether or not recorded in the books of accounts or disclosed in the balance sheet, whether present or future, and howsoever raised or incurred or utilized along with any charge, Encumbrance, lien or security thereon;

1.18 **“Listing Regulations”** means the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended from time to time;

1.19 **“National Company Law Tribunal”** or **“NCLT”** or **“Tribunal”** means the Hon’ble National Company Law Tribunal at Ahmedabad, Gujarat or any other appropriate authority empowered to approve the Scheme as per the law for the time being in force;



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- 1.20 **"Other Eligible Shareholders"** means collectively Eligible Shareholders 2 and Eligible Shareholders 3, and **"Other Eligible Shareholder"** means each of them individually;
- 1.21 **"Other Scheme Shares"** means collectively Scheme Shares 2 and Scheme Shares 3;
- 1.22 **"Parties"** or **"Companies"** collectively means the Transferor Companies and the Transferee Company, and **"Party"** or **"Company"** means each of them individually;
- 1.23 **"Permits"** means all consents, licences (including factory licenses), certifications, permits (including benefit of all transferable statutory and regulatory permissions, environmental approval and consents, statutory licenses, permissions or approvals, consents), permissions, privileges, tenancy rights, incentives, recognitions, authorisations, registrations, enrolments, powers of attorney, concessions, entitlements, subsidies, liberties including consents and authorisations, clarifications, approvals, clearances, confirmations, declarations, right of way, entitlements, waivers, exemptions, registrations (by whatever name called), filings, credits, allotments, no objections, in each case from any Person / Appropriate Authority or otherwise available under Applicable Law;
- 1.24 **"Person"** means any individual, (including in his capacity as trustee), entity, a corporation, a partnership (whether limited or unlimited) a company, an association, a trust a joint venture, proprietorship, or other enterprise (whether incorporated or not), an unincorporated organization, Hindu undivided family, trust, union, association of persons or any governmental authority or any agency, department, authority or political subdivision thereof, and shall include their respective successors, successors-in-interest and in case of an individual shall include his her legal representatives, administrators, executors, permitted assignees, liquidators, and

heirs and in case of a trust, shall include the trustee or the trustees and the beneficiary or beneficiaries from time to time;

1.25 **"Proceedings"** shall have the meaning ascribed to the term in Clause 13.1 of this Scheme;

1.26 **"Record Date"** means the record date to be fixed by the Board of the Transferee Company for the purpose of determining the Eligible Shareholders of the Transferor Companies for issue of shares pursuant to this Scheme.

1.27 **"Registrar of Companies"** or **"RoC"** means the relevant Registrar of Companies having jurisdiction over the Transferor Companies and Transferee Company, as the case may be;

1.28 **"Sanction Order"** means the orders of the Tribunal approving the Scheme;

1.29 **"Scheme"** or **"the Scheme"** or **"this Scheme"** means this composite scheme of arrangement in its present form including any modification or amendment approved or imposed or directed by the Tribunal or any other Appropriate Authority, pursuant to the provisions of Sections 230 to Section 232 and other applicable provisions, if any, of the Act;

1.30 **"Scheme Shares"** means collectively Scheme Shares 1, Scheme Shares 2 and Scheme Shares 3;

1.31 **"Scheme Shares 1"** shall have the meaning ascribed to such term in Clause 14.1 of this Scheme;

1.32 **"Scheme Shares 2"** shall have the meaning ascribed to such term in Clause 30.1 of this Scheme;



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- 1.33 **"Scheme Shares 3"** shall have the meaning ascribed to such term in Clause 30.1 of this Scheme;
- 1.34 **"SEBI"** means the Securities and Exchange Board of India;
- 1.35 **"SEBI Scheme Circular"** means the master circular no. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated 20th day of June 2023 issued by SEBI regarding Schemes of Arrangement by Listed Entities and Relaxation under Sub-rule (7) of rule 19 of the Securities Contracts (Regulation) Rules, 1957, as amended from time to time;
- 1.36 **"Share Capital"** means "Share Capital" with respect to a company means the issued and paid-up share capital, on a fully diluted basis;
- 1.37 **"Share Exchange Ratio 1"** shall have the meaning ascribed to such term in Clause 14.1 of this Scheme;
- 1.38 **"Share Exchange Ratio 2"** shall have the meaning ascribed to such term in Clause 30.1 of this Scheme;
- 1.39 **"Share Exchange Ratio 3"** shall have the meaning ascribed to such term in Clause 30.1 of this Scheme;
- 1.40 **"Stock Exchanges"** means NSE and BSE collectively;
- 1.41 **"Taxation"** or **"Tax"** or **"Taxes"** means all forms of taxes and statutory, governmental, state, central, provincial, local governmental or municipal impositions, duties, any tax payable in a representative capacity, contributions and levies and whether levied by reference to income, profits, book profits, gains, net wealth, asset values, turnover, added value, manufacture, import, export, 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, advance tax, self-assessment tax,

regular assessment tax, tax in relation to unearned income, goods and services tax, securities transaction tax, minimum alternate tax or any other transfer tax or otherwise, in each case attributable directly or primarily to the Parties or any other Person and all surcharge, cess, penalties, charges, costs and interest relating thereto;

1.42 **"Tax Laws"** means all Applicable Laws, acts, rules and regulations dealing with Taxes including but not limited to the income-tax, wealth tax, sales tax / value added tax, service tax, goods and services tax, excise duty, customs duty or any other levy of similar nature;

1.43 **"Transferee Company" or "VIL"** means Vadilal Industries Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Vadilal House, 53, Shrimali Society, Near Navrangpura Railway Crossing, Navrangpura, Ahmedabad - 380009, Gujarat, India. VIL shall mean VIL pursuant to amalgamation of the Transferor Company 1 in terms of Part II of the Scheme, and wherever the context so requires, it shall also mean VIL pursuant to the amalgamation of the Other Transferor Companies in terms of Part III of the Scheme upon effectiveness of the Scheme, and wherever the context so requires, it shall also mean VIL pursuant to the amalgamation of all the Transferor Companies in terms of the Scheme, upon effectiveness of the Scheme;

1.44 **"Transferor Companies"** collectively means the Transferor Company 1, Transferor Company 2 and Transferor Company 3;

1.45 **"Transferor Company 1" or "VIPL"** means Vadilal International Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Vadilal House, Shrimali Society, Near Navrangpura Railway Crossing, Navrangpura, Ahmedabad - 380009, Gujarat, India;



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- 1.46 **"Transferor Company 2" or "VFCPL"** means Vadilal Finance Company Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Vadilal House, Shrimali Society, Near Navrangpura Railway Crossing, Navrangpura, Ahmedabad - 380009, Gujarat, India;
- 1.47 **"Transferor Company 3" or "VCPL"** means Veronica Constructions Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 3rd Floor, South Block, Puniska House, Next to One-42, Opp. Jayantilal Park BRTS Stop, Bopal-Ambli Road, Ahmedabad - 380058, Gujarat, India;
- 1.48 **"Trustee 1"** shall have the meaning ascribed to such term in Clause 14.11 of this Scheme; and
- 1.49 **"Trustee 2"** shall have the meaning ascribed to such term in Clause 30.11 of this Scheme.

Any terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, Income Tax Act, Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992, Depositories Act, 1996, other Applicable Laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

2. INTERPRETATION

In this Scheme, unless the context otherwise requires:

- 2.1 words denoting singular shall include plural and vice versa and references to any gender includes the other gender;



- 2.2 headings, subheadings, titles, subtitles to clauses and sub-clauses, sections and paragraphs are for information only and shall not form part of the operative provisions of this Scheme or the schedules hereto and shall be ignored in construing the same;
- 2.3 references to the word "include" or "including" shall be construed without limitation;
- 2.4 a reference to an article, clause, section, paragraph or schedule is, unless indicated to the contrary, a reference to an article, clause, section, paragraph or schedule of this Scheme;
- 2.5 references to the words "hereof", "herein" and "hereunder" and words of similar import shall refer to this Scheme as a whole and not to any particular provision of this Scheme;
- 2.6 reference to any law or legislation or regulation shall include amendment(s), circulars, notifications, clarifications or supplement(s) to, or replacement or amendment of, that law or legislation or regulation;
- 2.7 reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- 2.8 word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed to them; and
- 2.9 where a wider construction is possible, the words "other" and "otherwise" shall not be construed *ejusdem generis* with any forgoing words.

2.10 references to a person include any individual firm, body corporate (whether incorporated or not), government, state or agency of a state



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or any joint venture, association, partnership or employee representative's body (whether or not having separate legal personality);

2.11 reference to days, months and years are to calendar days, calendar months and calendar years, respectively;

2.12 in the event there is an ambiguity or conflict relating to the interpretation of any particular matter in this Scheme between a specific clause and a general clause, the interpretation of the specific clause in this Scheme dealing with such matter will take precedence and govern the interpretation and application of such matter; and

2.13 all references in this Scheme to statutory provisions shall be construed as meaning and including references to:

- (a) any statutory modification, consolidation or re-enactment made after the date of approval of this Scheme by the Board and for the time being in force;
- (b) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);
- (c) all statutory instruments or orders made pursuant to a statutory provision; and
- (d) any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.



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3. SHARE CAPITAL

3.1 Share capital structure of VIL as at March 15, 2025 is as under:

| Particulars | Amount (INR) |
|--|---------------------|
| Authorised Share Capital: | |
| 1,50,00,000 Equity Shares of INR 10 each | 15,00,00,000 |
| Total | 15,00,00,000 |
| *Issued and Subscribed Share Capital: | |
| 71,88,230 Equity Shares of INR 10 each | 7,18,82,300 |
| Total | 7,18,82,300 |
| Paid up Share Capital: | |
| 71,87,830 Equity Shares of INR 10 each | 7,18,78,300 |
| Total | 7,18,78,300 |

* The Board of Directors has, at its meeting held on October 25, 2008, forfeited total 400 Equity Shares of Rs. 10/- each, in respect of which the Share Allotment Money have remained unpaid. The paid-up share capital of VIL has been thus reduced from Rs. 7,18,82,300 divided into 71,88,230 equity shares of Rs. 10 each to Rs. 7,18,78,300 divided into 71,87,830 equity shares of Rs. 10 each.

There has been no change in the share capital structure of VIL subsequent to March 15, 2025 till the date of approval of the Scheme by the Board of VIL.

3.2 Share capital structure of VIPL as at March 15, 2025 is as under:

| Particulars | Amount (INR) |
|--|------------------|
| Authorised Share Capital: | |
| 1,50,000 Equity Shares of INR 10 each | 15,00,000 |
| Total | 15,00,000 |
| Issued, Subscribed and Paid-up Capital: | |
| 1,50,000 Equity Shares of INR 10 each | 15,00,000 |
| Total | 15,00,000 |



There has been no change in the share capital structure of VIPL subsequent to March 15, 2025 till the date of approval of the Scheme by the Board of VIPL.

3.3 Share capital structure of VFCPL as at March 15, 2025 is as under:

| Particulars | Amount (INR) |
|--|-----------------|
| Authorised Share Capital: | |
| 10,000 Equity Shares of INR 10 each | 1,00,000 |
| 10,000 Preference Shares of INR 10 each | 1,00,000 |
| Total | 2,00,000 |
| | |
| Issued, Subscribed and Paid-up Capital: | |
| 10,000 Equity Shares of INR 10 each | 1,00,000 |
| Total | 1,00,000 |

There has been no change in the share capital structure of VFCPL subsequent to March 15, 2025 till the date of approval of the Scheme by the Board of VFCPL.

3.4 Share capital structure of VCPL as at March 15, 2025 is as under:

| Particulars | Amount (INR) |
|--|-----------------|
| Authorised Share Capital: | |
| 10,000 Equity Shares of INR 10 each | 1,00,000 |
| Total | 1,00,000 |
| Issued, Subscribed and Paid-up Capital: | |
| 10,000 Equity Shares of INR 10 each | 1,00,000 |
| Total | 1,00,000 |

There has been no change in the share capital structure of VCPL subsequent to March 15, 2025 till the date of approval of the Scheme by the Board of VCPL.



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4. DATE OF TAKING EFFECT AND IMPLEMENTATION OF THIS SCHEME

The Scheme as set out herein in its present form or with any modification(s) approved or imposed or directed by the NCLT or made as per Clause 42 of the Scheme, shall be deemed to be effective from the Appointed Date and operative from the Effective Date.



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PART II

AMALGAMATION OF TRANSFEROR COMPANY 1 WITH TRANSFEREE COMPANY

5. TRANSFER AND VESTING

- 5.1 Upon the Scheme becoming effective and with effect from the Appointed Date and subject to the provisions of this Scheme and pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Act and Section 2(1B) of the Income Tax Act, Transferor Company 1 shall stand amalgamated with Transferee Company as a going concern and all assets, Liabilities, contracts, arrangements, employees, Permits, licences, records, approvals, etc. of the Transferor Company 1 shall, without any further act, instrument or deed, be transferred to and vested in and / or be deemed to have been transferred to and vested in the Transferee Company on going concern basis so as to become on and from the Appointed Date, the assets, Liabilities, contracts, arrangements, employees, Permits, licences, records, approvals, etc. of the Transferee Company by virtue of operation of law or otherwise, and in the manner provided in this Scheme.

6. TRANSFER AND VESTING OF ASSETS

- 6.1 Without prejudice to the generality of Clause 5 above, upon Part II of the Scheme being effective and with effect from the Appointed Date, all the assets and properties of Transferor Company 1, including tangible and intangible assets, shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions, if any, of the Act, without any further act or deed, stand transferred to and vested in and/or deemed to be transferred to and vested in Transferee Company so as to become the business, assets and



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properties of Transferee Company as part of and consequent upon the amalgamation.

6.2 In respect of such assets pertaining to Transferor Company 1 that are movable in nature or are otherwise capable of transfer by physical or constructive delivery and/or by endorsement and / or delivery, or by vesting and recordal, including without limitation stock in trade and merchandise (including raw materials, supplies, finished goods, supply, advertisement, promotional and packaging material) wherever lying, equipment, furniture, fixtures, books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records, whether in physical form or electronic form or in any other form, shall stand vested in the Transferee Company, and shall become the property and an integral part of the Transferee Company by operation of law pursuant to the vesting order of the Tribunal sanctioning this Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical or constructive delivery or by endorsement and delivery, or by vesting and recordal, as appropriate to the property being vested and the title to such property shall be deemed to have been transferred accordingly to the Transferee Company subject to the provisions of this Scheme in relation to Encumbrances under Clause 8 hereof;.

6.3 In respect of movable assets of the Transferor Company 1 other than those dealt with in Clause 6.2 above including but not limited to sundry debts, actionable claims, earnest monies, receivables, bills, credits, loans, advances and deposits with any Appropriate



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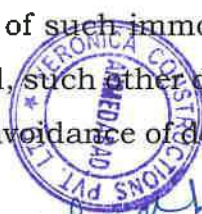
Authority or any other bodies and/or customers or any other person, if any, whether recoverable in cash or in kind or for value to be received, bank balances, and, provisions, receivables, deposits (including interests thereto), benefits of any bank guarantee, performance guarantee and letters of credit etc. with Appropriate Authority or any Person, investment in shares and any other securities, the same shall without any further act, instrument or deed become the assets of, and be vested in the Transferee Company and shall also be deemed to have been transferred by way of delivery by possession of the respective documents in this regard, without any notice or other intimation to any person in pursuance of the provisions of Sections 230 to 232 read with other relevant provisions of the Act and other applicable provisions of Applicable Law to the end and intent that the right of the Transferor Company 1 to recover or realize the same becomes a right of, and stands vested in the Transferee Company, without any notice or other intimation to such debtors, depositors or persons as the case may be;.

6.4 All assets (including any intangible and/or incorporeal assets), estate, rights, title, remedies, claims, rights of action, interest and authorities held by or granted to the Transferor Company 1, on the Appointed Date not otherwise specified in the above Clauses, shall also, without any further act, instrument or deed, become the property of, and stand vested in or be deemed to have so become, or be vested in, the Transferee Company upon the coming into effect of Part II of this Scheme pursuant to the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Laws.

6.5 Without prejudice to the aforesaid, all immovable property, whether or not included in the books for the Transferor Company 1, whether freehold or leasehold or licensed properties allotted, leased or licensed by various landlords, owners and lessors including Appropriate Authorities (including but not limited to capital works in progress, land, buildings, offices, factories, sites, structures



standing on the land and any other rights, titles, interests, rights of way and easements in relation thereto or embedded to the land) and all documents of title, right, security deposits and easements in relation thereto shall become the property of the Transferee Company, and be vested in the Transferee Company or be deemed to have been so, automatically without any act or deed to be done or executed by the Transferor Company 1 and/or the Transferee Company. Consequent to the foregoing, all lease or license or rent agreements executed by the Transferor Company 1, entered into by the Transferor Company 1 with various landlords, owners and lessors including the Appropriate Authorities in connection with the use of the assets of the Transferor Company 1, together with security deposits, shall stand automatically vested in favour of the Transferee Company on the same terms and conditions, subject to Applicable Law, without any further act, instrument or deed. The Transferee Company shall be entitled to exercise all rights and privileges attached to the aforesaid immovable properties and shall be liable to pay the rent, license fees, taxes and fulfil all obligations in relation to or applicable to such immovable properties and shall also be entitled to refund of security deposits paid under such agreements by the Transferor Company 1. Any transfer/ assignment of lease or license or any tenancy rights by the Transferor Company 1 in favour of the Transferee Company pursuant to this Scheme shall continue for the balance period of time and will be deemed to have continued without any interruption or break, and it shall not be considered to be a new lease or license or tenancy right. It is clarified that, with respect to the immovable properties of the Transferor Company 1 in the nature of land and buildings, the Transferee Company may register the true copy of the Sanction Order with the offices of the relevant sub-registrar of assurances or similar registering authority having jurisdiction over the location of such immovable property or may execute and register, as required, such other documents as may be necessary in this regard. For the avoidance of doubt, it is clarified



that any document executed pursuant to this Clause 6.5 or Clause 6.6 below will be for the limited purpose of meeting regulatory requirements and shall not be deemed to be a document under which the conveyance of immovable property shall take place and the conveyance shall be undertaken solely pursuant to and in terms of this Scheme and the Sanction Order. All Permits, if any, required for enabling the Transferee Company to absolutely own and enjoy the immovable properties in accordance with Applicable Law are deemed to be granted as part of this Scheme. The mutation or substitution of the title to the immovable properties shall, upon Part II of the Scheme becoming effective, be made and duly recorded in the name of the Transferee Company by the Appropriate Authorities pursuant to the sanction of this Scheme by the Tribunal and upon Part II of the Scheme becoming effective in accordance with the terms hereof.

- 6.6 For the purpose of giving effect to the Sanction Order passed under Sections 230 to 232 of the Act in respect of this Scheme, the Transferee Company shall be entitled to exercise all rights and privileges and shall be liable to fulfil all its obligations in relation to or applicable to all such immovable properties, including mutation and/or substitution of the ownership or the title to, or interest in the immovable properties which shall be made and duly recorded by the Appropriate Authorities in favour of the Transferee Company pursuant to the Sanction Order and upon the effectiveness of Part II of this Scheme in accordance with the terms hereof without any further act or deed to be done or executed by the Transferor Company 1 and/or the Transferee Company. It is clarified that the Transferee Company shall be entitled to engage in such correspondence and make such representations, as may be necessary for the purposes of the aforesaid mutation and/or substitution. For the purposes of this Clause, the Boards of the Transferor Company 1 and/or the Transferee Company may, in their



absolute discretion, mutually decide the manner of giving effect to the vesting of the whole or part of the right, title and interest in all or any of the immovable properties along with any attendant formalities involved, including by way of execution of appropriate deed(s), including conveyance, assignment, transfer or rectification, in order to give effect to the objectives of the Scheme.

6.7 All Intellectual Property and rights thereto of the Transferor Company 1, whether registered or unregistered, along with all rights of commercial nature including attached goodwill, title, interest, quality certifications and approvals, service marks, copy rights, moral rights and related rights, patents, project designs, marketing authorization, approvals, marketing intangibles, permits, permissions, incentives, privileges, special status, geographical indicators, designs, research and studies and all such other industrial or intellectual rights of whatsoever nature, license for software and any other software licenses (whether proprietary or otherwise), research and studies, and other benefits, drawings, manuals, data, catalogues, quotations, marketing authorisations, marketing intangibles, credit information, sales and advertising materials, lists of present and former customers, customer pricing information whether in physical or electronic form; and all other interests relating to the goods or services being dealt with by the Transferor Company 1, shall become the property of and/or stand vested in, the Transferee Company.

6.8 All books, records, files, papers, engineering and process information, computer programs, test reports, product registrations, dossiers, manuals, data, catalogues, quotations, sales and advertising materials, list of present and former customers and suppliers, databases containing market information, vouchers, registers, ledgers, documents and other books and records, any media or format including machine readable or electronic media/



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format and other records of the Transferor Company 1 shall be transferred to the Transferee Company.

6.9 All applications (including hardware, software, licenses and scripts), registrations, goodwill, other intangibles, industrial and other licenses, approvals, Permits, authorisations, trademarks, trade names, patents, patent rights, copyrights, service marks, trade secrets, designs, research and studies, technical knowhow, confidential information and other industrial and intellectual properties and rights of any nature whatsoever including know-how, websites, portals, domain names, or any applications for the above, assignments and grants in respect thereof, all agreements, arrangements, deposits, advances, recoverable and receivables, whether from government, semi-government, local authorities or any other person including customers, contractors or other counter parties, etc., all earnest monies and / or deposits, privileges, liberties, easements, advantages, benefits, exemptions, licenses, privileges and approvals of whatsoever nature and wheresoever situated, belonging to or in the ownership, power or possession or control of or vested in or granted in favour of or enjoyed by the Transferor Company 1, shall, without any further act, instrument or deed, be transferred to and vested in and/ or be deemed to be transferred to and vested in the Transferee Company, with effect from the Appointed Date.

6.10 All rights to use and avail telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interests held in trusts, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, liberties and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in control of or vested in or granted in



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favour of or enjoyed by the Transferor Company 1 and all other interests of whatsoever nature belonging to or in the ownership, power, possession or control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company 1 shall become the property of and/or stand vested in, the Transferee Company.

6.11 The past track record of the Transferor Company 1 including without limitation, the technical qualifications, right to use the accreditations/pre-qualifications, credentials, work experience, track record with customers or other parties, contracts with clients and with vendors of the Transferor Company 1 (acquired by reason of their respective operations in the past), including without limitation, the profitability, experience, credentials, past record, goodwill and market share, of the Transferor Company 1 shall for all commercial and regulatory purposes including for the purposes of eligibility, standing, evaluation and participation of the Transferee Company in all existing and future bids, tenders, and contracts of all authorities, agencies and clients, be deemed to be the track record of the Transferee Company for all commercial and regulatory purposes including for the purposes of eligibility, standing, evaluation and participation of the Transferor Company 1 in all existing and future bids and tenders, and contracts of all authorities, agencies and clients.

6.12 Any statutory licenses, Permits, permissions or approvals or consents pertaining to Transferor Company 1 shall stand vested in or transferred to Transferee Company without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of Transferee Company. The benefit of all statutory and regulatory permissions, environmental approvals and consents, registrations or other licenses, Permits and consents shall vest in and become available to Transferee Company pursuant to the Scheme. In so far as the



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various incentives, subsidies, rehabilitation Schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by Transferor Company 1 are concerned, the same shall vest with and be available to Transferee Company on the same terms and conditions.

6.13 All bank/demat accounts operated or entitled to be operated by the Transferor Company 1 shall be deemed to have been transferred and shall transferred to the Transferee Company in the bank's records and the Transferee Company shall be entitled to operate all bank/demat accounts, realise all monies and complete and enforce all pending contracts and transactions in the name of the Transferor Company 1 to the extent necessary until the transfer of the rights and obligations of the Transferor Company 1 to the Transferee Company under the Scheme is formally accepted and completed by the parties concerned. For avoidance of doubt, it is hereby clarified that 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 and credited to the account of the Transferee Company, if presented by the Transferee Company. Similarly, the banker of the Transferee Company shall honor all cheques issued by the Transferor Company 1 for payment after the Effective Date.

6.14 Third party or Appropriate Authority shall take on record the Sanction Order on its file and duly record the necessary substitution or endorsement in the name of the Transferee Company as successor in interest, pursuant to the sanction of this Scheme by the Tribunal, without any further act, matter or deed by the Transferor Company 1 or the Transferee Company. There shall be no break in the validity



and enforceability of the Permits for the purpose of carrying on its business or for any other purpose of whatsoever nature.

- 6.15 Without prejudice to the foregoing provisions above, and upon the Scheme becoming Effective, the Transferor Company 1 and the Transferee Company shall be entitled to apply to the Appropriate Authorities as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require and execute any and all instruments or documents and do all the acts and deeds as may be required, including filing of necessary particulars and/ or modification(s) of charge, with the concerned RoC or filing of necessary applications, notices, intimations or letters with any authority or Person, to give effect to the above provisions.

7. TRANSFER OF LIABILITIES

- 7.1 Upon Part II of the Scheme becoming effective and with effect from the Appointed Date, all Liabilities of the Transferor Company 1, shall, without any further act, instrument or deed be and stand transferred to the Transferee Company to the extent they are outstanding as on the Effective Date, so as to become the Liabilities of the Transferee Company, along with any Encumbrance relating thereto, on the same terms and conditions as were applicable to the Transferor Company 1. The Transferee Company undertakes to meet, discharge and satisfy the same to the exclusion of the Transferor Company 1.

- 7.2 The provisions of this Clause 7 and that of Clause 8 below shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security documents, all of which instruments, deeds or writing shall be deemed to have been modified and/or superseded by the foregoing provisions.



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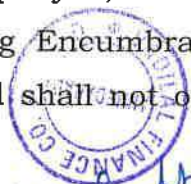


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- 7.3 It is expressly provided that, save as mentioned in this Scheme, no other term or condition of the Liabilities of the Transferor Company 1 transferred to the Transferee Company as part of the Scheme is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.
- 7.4 Upon the coming into effect of the Scheme, Transferee Company shall be liable to perform all obligations with respect to Liabilities of the Transferor Company 1 from the Appointed Date, which have been incurred by Transferor Company 1 for and on behalf of Transferee Company and in relation to the Scheme.

8. ENCUMBRANCES

- 8.1 The vesting of the assets comprised in the Transferor Company 1 to and in the Transferee Company upon the coming into effect of Part II of the Scheme shall be subject to the Encumbrances, if any, affecting the same as hereinafter provided.
- 8.2 In so far as the existing Encumbrances in respect of the Liabilities of the Transferor Company 1 are concerned, such Encumbrances shall, without any further act, instrument or deed be modified and shall be extended to and shall operate only over the assets of the Transferor Company 1 to which such Liability relate, which have already been Encumbered in respect of the Liabilities of the Transferor Company 1 as transferred to the Transferee Company pursuant to this Scheme, and such Encumbrances shall not relate to or attach to any of the other assets of the Transferee Company. Provided that if any of the assets of the Transferor Company 1 being transferred to the Transferee Company pursuant to this Scheme have not been Encumbered in respect of the Liabilities of the Transferor Company 1, such assets shall remain unencumbered, and the existing Encumbrances referred to above shall not be extended to and shall not operate over such assets. The Scheme



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shall not operate to enlarge the Encumbrances, nor shall the Transferee Company be obliged to create any further or additional security after the Scheme has become effective or otherwise. The absence of any formal amendment which may be required by a lender, trustee or third party shall not affect the operation of the above.

8.3 In so far as the existing Encumbrances over the assets and other properties of the Transferee Company or any part thereof which relate to the Liabilities and obligations of the Transferee Company prior to the Effective Date are concerned, such Encumbrance shall, without any further act, instrument or deed continue to relate to only such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Company 1 vested in the Transferee Company by virtue of the Scheme.

8.4 Any reference to the Transferor Company 1 and its assets and properties in any security documents or arrangements (to which the Transferor Company 1 is a party), shall be construed as a reference to the Transferee Company and the relevant assets and properties of the Transferor Company 1 vested in the Transferee Company by virtue of the Scheme. Without prejudice to the provisions of the foregoing Clauses and upon coming into effect of Part II of the Scheme, the Transferee Company may enter into and execute such other deeds, instruments, documents and/or writings and/or do all acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the RoC to give formal effect to the provisions of this Clause and foregoing Clauses, if required.

9. TAXATION MATTERS

9.1

With effect from the Appointed Date and upon Part II of the Scheme becoming effective, all direct and indirect Taxes, duties, cess,



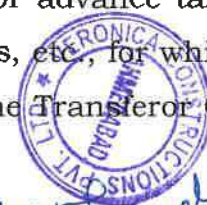
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receivable/ payable by the Transferor Company 1, including all or any refunds, credit (including export and tax credits), claims, tax losses (including book losses), unabsorbed depreciation (including book unabsorbed depreciation) relating thereto shall be treated as the asset/Liability or refunds/credit/claims/tax losses (including book losses)/unabsorbed depreciation (including book unabsorbed depreciation), as the case may be, of the Transferee Company. All direct and indirect Taxes, duties, cess, if any, paid or payable by the Transferor Company 1 after the Appointed Date shall be treated as paid or payable by the Transferee Company and the Transferee Company shall be entitled to claim the credit, refund or adjustment for the same as may be applicable. It is also clarified that the Transferee Company shall have the right to claim refunds, tax credits, set-offs and/or adjustments relating to the income or transactions it has entered into, by virtue of this Scheme with effect from the Appointed Date.

9.2 Direct taxes of whatsoever nature including advance tax, self-assessment tax, regular assessment taxes, tax deducted at source, tax collected at source, foreign taxes, buyback distribution tax, minimum alternative tax, if any, paid by the Transferor Company 1 shall be treated as paid by the Transferee Company and it shall be entitled to claim the credit, refund, adjustment for the same as may be applicable.

9.3 The Transferee Company is expressly permitted to revise, withdraw and file its income tax returns and other statutory returns, along with the necessary forms, filings and annexures even beyond the due date, if required, including tax deducted / collected at source returns, goods and service tax returns, as may be applicable and shall be entitled to claim credit for advance tax paid and exclude items such as provisions, reversals, etc., for which no deduction or tax benefit has been claimed by the Transferor Company 1 prior to



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the Appointed Date and has expressly reserved the right to make such provision in its returns and to claim refunds, advance tax credits, credit of tax deducted at source, credit of foreign taxes paid/withheld, etc. if any, as may be required for the purposes of/consequent to implementation of the Scheme.

9.4 With effect from the Appointed Date, carried forward losses, depreciation, capital losses, pending balances of amortization etc. including application for rectification, appeals filed with tax authorities of the Transferor Company 1 shall also, pursuant to Sections 230 to 232 of the Act and other applicable provisions of the Act and Applicable Laws, without any further act or deed be transferred to or be deemed to be transferred to Transferee Company so as to become as from the Appointed Date, of Transferee Company and it shall not be necessary to obtain the consent of any third party or other person in order to give effect the provisions of this sub-clause.

9.5 If the Transferor Company 1 is entitled to any refunds, benefits, incentives, grants, subsidies, etc. under any incentive schemes and policies under Tax Laws, all such benefits under all such incentive schemes and policies shall be and stand vested in the Transferee Company with effect from the Appointed Date. The Transferee Company, shall, if so required, issue notices in the name of the Transferor Company 1, in such form as it may deem fit and proper stating that pursuant to the Tribunal having sanctioned this Scheme under Sections 230 to 232 of the Act, the relevant refunds, benefits, incentives, grants, subsidies, be paid or made good or held on account of the Transferee Company, as the person entitled thereto, to the end and intent that the right of the Transferor Company 1, to recover or realise the same, stands transferred to the Transferee Company and that appropriate entries should be passed in their respective books to record the aforesaid changes.



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- 9.6 From the Effective Date, all the invoicing and compliance shall be done by the Transferee Company post obtaining all requisite goods and services tax registrations, wherever so required. To the extent such set of registrations are not effective as on the Effective Date, for such intervening period, the Transferee Company shall undertake the invoicing and compliance using the goods and services tax registrations of the Transferor Company 1, as the case may be, to ensure compliance with law and timely discharge of goods and services tax liability.
- 9.7 Upon Part II of the Scheme becoming effective, obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company 1 pertaining to the period on or after the Appointed Date, under direct tax laws or other Applicable Laws dealing with Taxes duly complied by the Transferor Company 1 shall be made or deemed to have been made and duly complied with by the Transferee Company.
- 9.8 In so far as various incentives, subsidies, exemptions, remissions, reductions, export benefits, any other incentives eligible from state government or central government, all indirect tax related benefits, transport marketing assistance, goods and services tax benefits, service tax benefits, all indirect tax related assets / credits, including but not limited to goods and services tax input credits, service tax input credits, value added/ sales tax/ entry tax credits or set-off, income tax holiday/ benefit/ losses (including book losses) / minimum alternative tax, unabsorbed depreciation (including book unabsorbed depreciation) and other benefits or exemptions or privileges enjoyed, granted by any Appropriate Authority or by any other person, or availed of by the Transferor Company 1 and any interest thereon, with regard to any law, act or rule or scheme made by, the Appropriate Authority shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, without any further act, instrument or deed, vest with and be



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available to the Transferee Company on the same terms and conditions as if the same had been allotted and/ or granted and/ or sanctioned and/ or allowed to the Transferor Company 1 to the end and intent that the right of the Transferor Company 1 to recover or realize the same, stands transferred to the Transferee Company and that appropriate entries should be passed in their respective books to record the aforesaid changes.

9.9 The Transferee Company shall be eligible to claim a deduction otherwise admissible but not claimed by the Transferor Company 1, including for expenditure admissible on actual payment basis or on deduction/collection of appropriate taxes (such as section 43B, section 40, section 40A etc. of the Income Tax Act), upon fulfillment of conditions, if any, required under the Income Tax Act.

9.10 The Transferee Company will be the successor of the Transferor Company 1. Hence, it will be deemed that the benefit of any Tax credits whether central, state or local, availed by Transferor Company 1 and the obligations if any for payment of the Tax on any assets on their erection and / or installation, etc. shall be deemed to have been availed by Transferee Company or as the case may be deemed to be the obligations of Transferee Company. Further, as the Scheme does not contemplate removal of any asset by Transferee Company from the premises in which it is installed, no reversal of any Tax credit needs to be made.

9.11 The Transferor Company 1 and Transferee Company shall be entitled to, amongst others, file/or revise its income tax returns, TDS/TCS returns, wealth tax returns, goods and service tax, service tax, excise duty, sales tax, value added tax, entry tax, cess, professional tax or any other statutory returns, if required, credit for advance tax paid, tax deducted at source, claim for sum prescribed under Section 43B of the Income Tax Act on payment basis, claim for deduction of



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provisions written back by Transferee Company previously disallowed in the hands of Transferor Company 1 under the Income Tax Act, credit of tax under Section 115JB read with Section 115JAA of the Income Tax Act, credit of foreign taxes paid/withheld etc. if any, as may be required consequent to implementation of this Scheme and where necessary to give effect to this Scheme, even if the prescribed time limits for filing or revising such returns have lapsed without incurring any liability on account of interest, penalty or any other sum. The Transferee Company shall have the right to claim refunds, tax credits, setoffs and/or adjustments relating to its income or transactions entered into by it by virtue of this Scheme with effect from Appointed Date. The taxes or duties paid by, for, or on behalf of the Transferor Company 1 relating to the period on or after Appointed Date shall be deemed to be the taxes or duties paid by Transferee Company, and accordingly Transferee Company shall be entitled to claim credit or refund for such taxes or duties.

- 9.12 Upon the Scheme becoming effective, the accumulated loss and the unabsorbed depreciation of the Transferor Company 1, if any, shall be deemed to be the loss or, as the case may be, allowance for unabsorbed depreciation of the Transferee Company from the Appointed Date of the Scheme subject to compliance with the applicable provisions of the Income Tax Act read with relevant Rules thereunder. From the Appointed Date, the Transferee Company shall be allowed to carry forward such accumulated loss and unabsorbed depreciation and set it off against its taxable income in compliance with the applicable provisions of the Income Tax Act read with relevant Rules thereunder.

10. PERMITS

- 10.1 Upon Part II of the Scheme becoming effective and with effect from the Appointed Date, all the Permits held or availed of by, and all



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rights and benefits that have accrued to, the Transferor Company 1 shall be transferred to and vested in the Transferee Company or deemed to have been transferred to and vested in the Transferee Company without any further act, instrument or deed and be appropriately mutated or endorsed by the Appropriate Authorities concerned therewith in favour of the Transferee Company as if the same were originally given by or issued to or executed in favour of the Transferee Company and the Transferee Company shall be bound by the terms, obligations and duties thereunder and the rights and benefits under the same shall be available to the Transferee Company to carry on the operations of the Transferor Company 1 without any hindrance, whatsoever. It is hereby clarified that if the consent of any Person or Appropriate Authority is required to give effect to the provisions of this Clause, the said Person or Appropriate Authority shall make and duly record the necessary substitution/ endorsement in the name of the Transferee Company pursuant to the sanction of this Scheme by the Tribunal, and upon Part II of the Scheme becoming effective in accordance with the terms hereof. For this purpose, the Transferee Company shall, if required, file appropriate applications/ documents with relevant authorities concerned for information and record purposes. The Transferee Company shall be permitted to continue with the existing Permits of the Transferor Company 1 till the aforementioned consent of any Person or Appropriate Authority is received / new Permit is received by the Transferee Company to give effect to the provisions of this Clause.

- 10.2 From the Effective Date and until the Permits are transferred, vested, recorded, effected, and/or perfected, in the record of the Appropriate Authority, in favour of the Transferee Company, for the purposes of the relevant Permit, the Transferee Company is authorized to carry on business in the name and style of the Transferor Company 1 and use the Permits of the Transferor Company 1.



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11. CONTRACTS

- 11.1 Upon Part II of the Scheme becoming effective and subject to the other provisions of this Scheme, without any further act or deed, all contracts, deeds, bonds, memoranda of understandings, memoranda of agreements, bids, letters of intent, undertakings, engagements, service contracts, consultant contracts, contracts with vendors and suppliers, technology contracts, outsourcing agreements, assignment agreements, license agreements (including for Intellectual Property), policies, information technology related agreements, schemes, lease/license agreements, tenancy rights, agreements/panchnamas for right of way, equipment purchase agreements, agreements with customers, purchase and other agreements with the supplier/manufacturer of goods/service providers, other arrangements, insurance covers and claims, clearances, tenders including contracts/arrangements with government, expression of interest, letters of intent, undertaking, arrangements, policies, agreements, service orders, purchase orders (either with or without a general purchase agreement), non-disclosure undertakings, and other commitments, whether written or otherwise, and other instruments of whatsoever nature and description, whether written, oral or otherwise, and all rights, title, interests, claims and benefits thereunder, and other instruments to which the Transferor Company 1 is a party or to the benefit of which the Transferor Company 1 may be eligible, or under which the Transferor Company 1 have any obligations to discharge and which are subsisting or having effect on the Effective Date shall, without any further act, instrument or deed, continue in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company 1, the Transferee Company had been party or beneficiary or obligee or obligor thereto or thereunder. If the Transferee Company enters into and/or issue and/or execute deeds, writings or confirmations or



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enter into any tripartite agreements, confirmations or novations, the Transferor Company 1 will, if necessary, also be a party to such documents in order to give formal effect to the provisions of this Scheme, if so required, In relation to the same, any procedural requirements required to be fulfilled solely by the Transferor Company 1 (and not by any of its successors), shall be fulfilled by the Transferee Company, as if it is duly constituted attorney of the Transferor Company 1.

11.2 On and from the Effective Date, and thereafter, the Transferee Company shall be entitled to complete and enforce all pending contracts and transactions and to accept stock returns and issue credit notes in respect of the Transferor Company 1 in the name of the Transferor Company 1 in so far as may be necessary until the transfer of rights and obligations of the Transferor Company 1 to the Transferee Company under this Scheme have been given effect to under such contracts and transactions.

11.3 With effect from the Effective Date, any Liabilities, loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Company 1 and Transferee Company shall, *ipso facto*, stand discharged and come to an end and there shall be no liability in that behalf on any party and the appropriate effect shall be given in the books of accounts and records of the Transferee Company.

11.4 All *inter se* contracts solely between the Transferor Company 1 and the Transferee Company, if any, shall stand cancelled and cease to operate and appropriate effect shall be given in the books of accounts and records of the Transferee Company.



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12. EMPLOYEES

12.1 Upon Part II of the Scheme becoming effective, all staff and employees of Transferor Company 1 who are in employment as on the Effective Date shall become and be deemed to have become staff and employees of Transferee Company without any break or interruption in their services, on terms and conditions which are overall no less favourable than those that were applicable to such employees immediately prior to such amalgamation, with the benefit of continuity of service. It is clarified that such employees of the Transferor Company 1 who become employees of the Transferee Company by virtue of this Scheme, shall be governed by the terms of employment of the Transferee Company (including in connection with provident fund, gratuity fund, superannuation fund or any other special fund or obligation), provided that such terms of employment of the Transferee Company are overall no less favourable than those that were applicable to such employees immediately before such amalgamation. The Transferee Company further agrees that for the purpose of payment of any retirement benefit / compensation, such immediate uninterrupted past service with Transferor Company 1, as the case may be, shall also be taken into account. The Transferee Company undertakes to continue to abide by the terms of agreement / settlement entered into by Transferor Company 1 with employees union / employee or association as the case may be.

12.2 With regard to provident fund, gratuity, superannuation, leave encashment and any other special scheme or benefits created or existing for the benefit of such employees of the Transferor Company 1, the Transferee Company shall stand substituted for the Transferor Company 1 for all purposes whatsoever, upon Part II this Scheme becoming effective, including with regard to the obligation to make contributions to relevant authorities, such as the regional provident



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fund or to such other funds maintained by the Transferor Company 1, in accordance with the provisions of Applicable Laws or otherwise. It is hereby clarified that upon Part II of this Scheme becoming effective, the aforesaid benefits or schemes shall continue to be provided to the transferred employees and the services of all the transferred employees of the Transferor Company 1 for such purpose shall be treated as having been continuous. In addition, upon Part II of this Scheme coming into effect on the Effective Date and with effect from the Appointed Date, any prosecution or disciplinary action initiated, pending or contemplated against and any penalty imposed in this regard on any employee forming part of the Transferor Company 1 shall be continued/ continue to operate against the relevant employee and the Transferee Company shall be entitled to take any relevant action or sanction, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company.

- 12.3 With regard to any provident fund, gratuity fund, pension, superannuation fund or any other special fund or trusts, if any, created or existing for the benefit of the staff and employees of the Transferor Company 1, it is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Company 1 in relation to such schemes or funds shall become those of the Transferee Company. Upon Part II of the Scheme becoming effective: (a) all contributions made to such funds by the Transferor Company 1 on behalf of such employees shall be deemed to have been made on behalf of the Transferee Company, and shall be transferred to the Transferee Company, the relevant authorities or the funds (if any) established by the Transferee Company, as the case may be; and (b) all contributions made by such employees, including interests/investments (which are referable and allocable to the employees transferred), shall be transferred to the Transferee Company, the relevant authorities or the funds (if any) established



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by the Transferee Company, as the case may be. Upon Part II of the Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Company 1 for all purposes whatsoever relating to the obligation to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents, by operation of law pursuant to the Sanction Order, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company. It is clarified that the services of all employees of the Transferor Company 1 transferred to the Transferee Company will be treated as having been continuous and uninterrupted for the purpose of the aforesaid schemes or funds. Without prejudice to the aforesaid, the Board of the Transferee Company, if it deems fit and subject to Applicable Laws, shall be entitled to: (a) retain separate trusts or funds within the Transferor Company 1 for the erstwhile fund(s) of the Transferor Company 1; or (b) merge the pre-existing fund of the Transferor Company 1 with other similar funds of the Transferee Company.

- 12.4 The Transferee Company agrees that for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits, the past services of the employees with the Transferor Company 1, if any, as the case may be, shall also be taken into account, and agrees and undertakes to pay the same as and when payable.

13. LEGAL PROCEEDINGS

- 13.1 If any suit, cause of actions, appeal or other legal, quasi-judicial, arbitral or other administrative proceedings, including Tax assessment proceedings / appeals, of whatever nature ("Proceedings") by or against the Transferor Company 1 is pending, the same shall not abate or be discontinued or in any way be



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prejudicially affected by reason of the amalgamation or by anything contained in this Scheme, but the Proceedings of the Transferor Company 1 may be continued, prosecuted and enforced by or against Transferee Company 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 Company 1, as if this Scheme had not been made. On and from the Effective Date, the Transferee Company may initiate any legal proceeding for and on behalf of the Transferor Company 1. The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company 1, which are capable of being continued by or against the Transferee Company, transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against the Transferee Company.

- 13.2 In case of any litigation, suits, recovery proceedings which are to be initiated or may be initiated against Transferor Company 1, Transferee Company shall be made party thereto and any payment and expenses made thereto shall be the liability of Transferee Company.

14. CONSIDERATION

- 14.1 Upon Part II of the Scheme becoming effective and in consideration of amalgamation of the Transferor Company 1 with the Transferee Company, including the transfer and vesting of the assets and Liabilities of the Transferor Company 1 in the Transferee Company pursuant to the provisions of this Scheme, the Transferee Company shall, without any further application, act or deed, issue and allot to the Eligible Shareholders 1 (or to such of their respective heirs, claimants, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of the



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Transferee Company) 3,241 (Three Thousand Two Hundred Forty One) equity shares of the Transferee Company, credited as fully paid-up equity shares of the face value INR 10 each for every 100 (One Hundred) fully paid-up equity shares of INR 10 each held by such shareholder in Transferor Company 1 ("**Share Exchange Ratio 1**").

The equity shares to be issued by the Transferee Company to the Eligible Shareholders 1 in accordance with this Clause 14.1 shall be referred to hereinafter as "**Scheme Shares 1**".

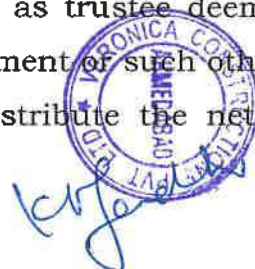
It is clarified that no shares shall be issued by the Transferee Company in respect of the shares, if any, held by the Transferee Company or any of its subsidiary companies in Transferor Company 1.

14.2 The Scheme Shares 1 to be issued pursuant to above clause shall be issued in compliance with the Applicable Laws and all details relating to such shareholders shall be made available to the Transferee Company.

14.3 In case any Eligible Shareholders 1 becomes entitled to any fractional shares, entitlements or credit on the issue and allotment of Scheme Shares 1 in accordance with this Scheme, the Board of the Transferee Company shall consolidate all such fractional entitlements and shall round up the aggregate of such fractions to the next whole number and issue such consolidated shares to a trustee appointed by the Board of the Transferee Company, who shall hold such shares in trust on behalf of such Eligible Shareholders 1 (entitled to the said fractional shares), for the specific purposes of selling such consolidated shares in the market at such price or prices and on such time as trustee deems fit within 90 (ninety) days from the date of allotment of such other period as per the Applicable Law, and shall distribute the net sale proceeds,



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subject to tax deductions and other expenses as applicable, to such Eligible Shareholders 1 in proportion of their respective fractional entitlements.

- 14.4 The equity shares of the Transferee Company to be issued and allotted as provided above shall be subject to the provisions of the Charter Documents of the Transferee Company and shall rank *pari passu* in all respects with the then existing equity shares of the Transferee Company after the Effective Date, including with respect to dividends, voting rights and other corporate benefits attached to the equity shares of the Transferee Company.
- 14.5 The Scheme Shares 1 to be issued by the Transferee Company pursuant to Clause 14.1 in respect of the shares of the Transferor Company 1, the allotment or transfer of which is held in abeyance under the provisions of Applicable Laws shall, pending allotment or settlement of the dispute by order of an appropriate court or otherwise, also be kept in abeyance in a like manner by the Transferee Company.
- 14.6 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholders of Transferor Company 1, the Board of Directors of Transferor Company 1 shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, as the case may be, to effectuate such transfers in Transferor Company 1 as if such changes in registered holders were operative as on the Record Date, in order to remove any difficulties arising to the transferors of the shares in the Transferor Company 1 and in relation to the shares issued by the Transferee Company after the effectiveness of the Scheme. The Board of Directors of Transferor Company 1 shall be empowered to remove such difficulties that may arise in the course of implementation of this Scheme and registration



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of new shareholders in the Transferee Company on account of difficulties faced in the transition period.

14.7 The issue and allotment of Scheme Shares 1 by the Transferee Company to the shareholders of the Transferor Company 1 as provided in this Scheme is an integral part thereof and shall be deemed to have been carried out without requiring any further act on the part of the Transferee Company or its shareholders and as if the procedure laid out under Section 62 or any other applicable provisions of the Act and such other Applicable Laws, as may be applicable, were duly complied with. It is clarified that the approval of the members and creditors of the Transferee Company to this Scheme shall be deemed to be their consent / approval for the issue and allotment of equity shares pursuant to Clause 14.1.

14.8 In the event that the Transferee Company or Transferor Company 1 alters or restructures its equity share capital, including but not limited to, by way of share split / consolidation / issue of bonus shares/ rights issue during the pendency of the Scheme, the Share Exchange Ratio 1 as per Clause 14.1 above, shall be adjusted accordingly to take into account the effect of any such corporate actions. It is clarified that the approval of the members of the Transferee Company and the Transferor Company 1 to the Scheme shall be deemed to be their consent / approval also to the adjusted Share Exchange Ratio 1 as per this clause.

14.9 The Transferee Company shall, if necessary and to the extent required, increase its authorised Share Capital to facilitate issue of such shares under this Scheme, by following the requisite procedure and on payment of applicable requisite fees and duties. It is clarified that the approval of the members of Transferee Company to the Scheme shall be deemed to be their consent / approval to the alteration of the Charter Documents of the Transferee Company as



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required under Sections 13, 14, 61, 64 and other applicable provisions of the Act.

14.10 Where the Scheme Shares 1 are to be allotted to heirs, executors, claimants or administrators, as the case may be, to the successors of deceased Eligible Shareholders 1 of the Transferor Company 1, the concerned respective heirs, executors, claimants, administrators, successors or legal representatives shall be obliged to produce evidence satisfactory to the Board of the Transferee Company.

14.11 Subject to Applicable Laws, the Scheme Shares 1 to be issued in terms of this Scheme shall be issued in dematerialized form. The register of members maintained by the Transferee Company and / or other relevant records, whether in physical or electronic form, maintained by the Transferee Company, the relevant depository and registrar and transfer agent in terms of Applicable Laws shall (as deemed necessary by the Board of the Transferee Company) be updated to reflect the issue of the Scheme Shares 1 in terms of this Scheme. The Eligible Shareholders 1 who hold equity shares in the Transferor Company 1 in physical form should provide the requisite details relating to his/her/its account with a depository participant or other confirmations as may be required, to the Transferee Company, prior to the Record Date to enable it to issue the Scheme Shares 1. However, if no such details have been provided to the Transferee Company by the Eligible Shareholders 1 holding shares in physical form on or before the Record Date, the Transferee Company shall deal with the relevant Scheme Shares 1 in such manner as may be permissible under the Applicable Law including by way of issuing corresponding equity shares in dematerialised form to a trustee ("**Trustee 1**") who shall hold the relevant Scheme Shares 1 in trust for the benefit of such Eligible Shareholders 1. The relevant Scheme Shares 1 held by Trustee 1 for the benefit of the



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relevant Eligible Shareholders 1 shall be transferred to the respective Eligible Shareholders 1 once such shareholder provides details of his/her/its demat account to the Trustee 1, along with such other documents as may be required by the Trustee 1. The respective Eligible Shareholders 1 shall have all the rights of the shareholders of the Transferee Company, including the right to receive dividend, voting rights and other corporate benefits, pending the transfer of relevant Scheme Shares 1 from the Trustee 1.

14.12 The Scheme Shares 1 issued and allotted by the Transferee Company as per clause above shall be listed and/ or admitted to trading on the Stock Exchanges in compliance with the SEBI Scheme Circular and other relevant provisions and subject to the Transferee Company obtaining the requisite Approvals from all relevant Appropriate Authorities pertaining to the listing and trading of the Scheme Shares 1. The Transferee Company shall enter into such arrangements and give such confirmation and/or undertakings as may be necessary in accordance with the Applicable Laws for complying with the formalities of the Stock Exchanges.

14.13 The Scheme Shares 1 allotted by Transferee Company pursuant to the Scheme shall remain frozen in the depository system till listing/trading permission is given by the Stock Exchanges.

14.14 The Scheme Shares 1 to be issued by the Transferee Company in lieu of the shares of the Transferor Company 1, if any, held in the unclaimed suspense account of the Transferor Company 1 shall be issued to a new unclaimed suspense account created for respective shareholders of the Transferor Company 1. The Scheme Shares 1 to be issued by the Transferee Company in lieu of the shares of the Transferor Company 1 held in the investor education and protection fund authority shall be issued to investor education and protection fund authority in favour of such Eligible Shareholders 1.



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14.15 There shall be no change in the shareholding pattern or control of the Transferee Company between the Record Date and the date of listing of Scheme Shares 1 which may affect the status of the approval from any of the Stock Exchanges.

15. CANCELLATION OF EQUITY SHARES OF TRANSFEREE COMPANY HELD BY TRANSFEROR COMPANY 1

15.1 Upon the Scheme becoming effective and with effect from the Appointed Date, the equity shares held by Transferor Company 1 in the equity share capital of Transferee Company shall stand cancelled without any further act or deed as an integral part of the Scheme. Accordingly, the share capital of Transferee Company shall stand reduced by 28,09,704 shares i.e. INR 2,80,97,040 being the face value of the number of shares held by Transferor Company 1 in Transferee Company and so cancelled.

15.2 Without prejudice to the generality of the foregoing, it is clarified and provided that cancellation of the share capital of the Transferee Company in terms of Clause 15.1 above, shall be effected as an integral part of this Scheme. The cancellation, as mentioned in the clause above, shall result in reduction of share capital of the Transferee Company under Section 66 of the Act. However, since the aforesaid reduction is consequential, and is proposed as an integral part of the Scheme, the Transferee Company shall not be required to undertake separate procedure under Section 66 of the Act. Further, as the aforesaid reduction does not result in either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid-up share capital, the provisions of Section 66 of the Act shall not be applicable. The Sanction Order shall be deemed to be the order under Section 66 of the Act for the purpose of confirming reduction. Further, the Transferee Company



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shall not be required to add "and reduced" as a suffix to its name consequent upon such reduction.

16. ACCOUNTING TREATMENT IN THE BOOKS OF TRANSFeree COMPANY

Upon the Scheme becoming effective and with effect from the Appointed Date, Transferee Company shall account for the amalgamation in its books as under:

- 16.1 Upon the coming into effect of this Scheme, Transferee Company shall account for the amalgamation in its books of account as per the applicable accounting principles prescribed under the Indian Accounting Standards (Ind AS) or such other accounting principles as may be applicable or prescribed under Section 133 of the Act read with relevant rules issued thereunder.
- 16.2 All assets and liabilities shall be recorded by the Transferee Company in accordance with Appendix C to Ind AS 103 and other accounting principles as notified under Section 133 of the Act and rules made thereunder, as amended from time to time.
- 16.3 The aggregate face value of the equity shares of the Transferee Company issued and allotted to the shareholders of the Transferor Company 1 shall be credited to the share capital account of the Transferee Company.
- 16.4 The amount of inter-company balances, loans, investments and other transactions, if any, between the Transferor Company 1 and the Transferee Company will stand cancelled without any further act or deed and there shall be no further obligation / outstanding in that behalf. It is clarified that the cancellation of any inter-company investments shall be deemed to be effected as an integral part of the Scheme pursuant to Sections 230 to 232 and other applicable



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provisions of the Act without having to follow any separate process under the applicable provisions of the Act.

- 16.5 The difference (excess or deficit), if any, between the value of Net Assets acquired by the Transferee Company over aggregate value of consideration discharged by the Transferee Company to the shareholders of Transferor Company 1 pursuant to Clause 14 of this Scheme and after giving effect to Clause 16.4 shall be recognized in accordance with the applicable Accounting Standards as notified under Section 133 of the Act and rules made thereunder, as amended from time to time, in the books of account of the Transferee Company. ("Net Assets" shall be computed as the value of total assets less the value of total liabilities of the Transferor Company 1 as recorded in the books of Transferee Company in terms of Clause 16.2 of the Scheme.)
- 16.6 If considered appropriate for the purpose of application of uniform accounting methods and policies between the Transferor Company 1 and Transferee Company, the Transferee Company may make suitable adjustments in compliance with the applicable Accounting Standards as notified under Section 133 of the Act and rules made thereunder, as amended from time to time.
- 16.7 To comply with the relevant laws, Income Tax Act and applicable Accounting Standards, the Transferee Company (by its Board of Directors) may alter or modify the provisions of the Clauses 16.1 to 16.6, as they may deem fit and consider necessary, to settle any question arising out of the Scheme.
- 16.8 *Accounting treatment in the books of the Transferor Company 1:*

As the Transferor Company 1 shall stand dissolved without being wound up, upon Part II of the Scheme becoming effective, hence no



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accounting treatment is being prescribed under this Scheme in the books of the Transferor Company 1.

17. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

17.1 Unless otherwise agreed amongst the Parties in writing, during the period between the date of approval of the Scheme by the Boards of the Parties and the Effective Date:

- (i) the Transferor Company 1 and the Transferee Company shall carry on their respective businesses in the ordinary course and shall continue to operate, manage, expand and grow their respective business consistent with past practice in trust and good faith and in accordance with Applicable Law;
- (ii) the Transferor Company 1 and the Transferee Company shall be entitled, pending the sanction of this Scheme by the Tribunal, to apply to the Appropriate Authorities concerned, as necessary under Applicable Law, for transfer/issuance of Permits which the Transferee Company may require to carry on the business of the Transferor Company 1 or to give effect to the Scheme.
- (iii) With effect from the Appointed Date, all the profits or income accruing or arising to Transferor Company 1 or expenditure or losses arising to or incurred by Transferor Company 1 including accumulated losses, shall for the purpose and intents be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses or accumulated losses (as the case may be) of Transferee Company.



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18. SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of the Scheme, the amalgamation of the Transferor Company 1 with the Transferee Company under Part II of the Scheme shall not affect any transaction or proceedings already concluded by the Transferor Company 1 until the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company 1 in respect thereto as acts, deeds and things made, done or executed by or on behalf of the Transferee Company.

19. RESOLUTIONS

Upon the coming into effect of this Scheme, the resolutions/powers of attorney passed/executed, if any, by the Transferor Company 1, as are considered necessary by the Board of the Transferee Company and that are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions and powers of attorney passed/executed by the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the new aggregate limits for each of the subject matters covered under such resolutions/powers of attorneys for the purpose of the Transferee Company.

20. DISSOLUTION OF THE TRANSFEROR COMPANY 1

- 20.1 Upon the Scheme becoming effective, the Transferor Company 1 shall stand dissolved without being wound up, without any further act, instrument or deed and the Board and any committees thereof



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of the Transferor Company 1 shall without any further act, instrument or deed be and stand discharged.

20.2 Upon the Scheme being effective and on allotment of equity shares by the Transferee Company, the equity shares of Transferor Company 1 (whether in electronic form and/or physical form) held by the Eligible Shareholders 1 shall automatically stand cancelled / extinguished without requiring any further act / deed. Upon Part II of the Scheme becoming effective, the name of the Transferor Company 1 shall be struck off from the RoC records.



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PART III

AMALGAMATION OF OTHER TRANSFEROR COMPANIES WITH TRANSFeree COMPANY

21. TRANSFER AND VESTING

21.1 Upon the Scheme becoming effective and with effect from the Appointed Date and subject to the provisions of this Scheme and pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Act and Section 2(1B) of the Income Tax Act, the Other Transferor Companies shall stand amalgamated with Transferee Company as a going concern and all assets, Liabilities, contracts, arrangements, employees, Permits, licences, records, approvals, etc. of the Other Transferor Companies shall, without any further act, instrument or deed, be transferred to and vested in and / or be deemed to have been transferred to and vested in the Transferee Company on going concern basis so as to become on and from the Appointed Date, the assets, Liabilities, contracts, arrangements, employees, Permits, licences, records, approvals, etc. of the Transferee Company by virtue of operation of law or otherwise, and in the manner provided in this Scheme.

22. TRANSFER AND VESTING OF ASSETS

22.1 Without prejudice to the generality of Clause 21 above, upon Part III of the Scheme being effective and with effect from the Appointed Date, all the assets and properties of the Other Transferor Companies, including tangible and intangible assets, shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions, if any, of the Act, without any further act or deed, stand transferred to and vested in and/or deemed to be transferred to and vested in Transferee Company, so as to become



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the business, assets and properties of Transferee Company as part of and consequent upon the amalgamation.

22.2 In respect of such assets pertaining to the Other Transferor Companies that are movable in nature or are otherwise capable of transfer by physical or constructive delivery and/or by endorsement and / or delivery, or by vesting and recordal, including without limitation stock in trade and merchandise (including raw materials, supplies, finished goods, supply, advertisement, promotional and packaging material) wherever lying, equipment, furniture, fixtures, books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records, whether in physical form or electronic form or in any other form, shall stand vested in the Transferee Company, and shall become the property and an integral part of the Transferee Company by operation of law pursuant to the vesting order of the Tribunal sanctioning this Scheme, without any further act, instrument or deed undertaken by the Other Transferor Companies or the Transferee Company. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical or constructive delivery or by endorsement and delivery, or by vesting and recordal, as appropriate to the property being vested and the title to such property shall be deemed to have been transferred accordingly to the Transferee Company subject to the provisions of this Scheme in relation to Encumbrances under Clause 24 hereof.

22.3 In respect of movable assets of the Other Transferor Companies other than those dealt with in Clause 22.2 above including but not limited to sundry debts, actionable claims, earnest monies, receivables, bills, credits, loans, advances and deposits with any



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Appropriate Authority or any other bodies and/or customers or any other person, if any, whether recoverable in cash or in kind or for value to be received, bank balances, and, provisions, receivables, deposits (including interests thereto), benefits of any bank guarantee, performance guarantee and letters of credit etc. with Appropriate Authority or any Person, investment in shares and any other securities, the same shall without any further act, instrument or deed become the assets of, and be vested in the Transferee Company and shall also be deemed to have been transferred by way of delivery by possession of the respective documents in this regard, without any notice or other intimation to any person in pursuance of the provisions of Sections 230 to 232 read with other relevant provisions of the Act and other applicable provisions of Applicable Law to the end and intent that the right of the Other Transferor Companies to recover or realize the same becomes a right of, and stands vested in the Transferee Company, without any notice or other intimation to such debtors, depositors or persons as the case may be.

22.4 All assets (including any intangible and/or incorporeal assets), estate, rights, title, remedies, claims, rights of action, interest and authorities held by or granted to the Other Transferor Companies, on the Appointed Date not otherwise specified in the above Clauses, shall also, without any further act, instrument or deed, become the property of, and stand vested in or be deemed to have so become, or be vested in, the Transferee Company upon the coming into effect of Part III of this Scheme pursuant to the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Laws.

22.5 Without prejudice to the aforesaid, all immovable property, whether or not included in the books for the Other Transferor Companies, whether freehold or leasehold or licensed properties allotted, leased or licensed by various landlords, owners and lessors including Appropriate Authorities (including but not limited to capital works



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in progress, land, buildings, offices, factories, sites, structures standing on the land and any other rights, titles, interests, rights of way and easements in relation thereto or embedded to the land) and all documents of title, right, security deposits and easements in relation thereto shall become the property of the Transferee Company, and be vested in the Transferee Company or be deemed to have been so, automatically without any act or deed to be done or executed by the Other Transferor Companies and/or the Transferee Company. Consequent to the foregoing, all lease or license or rent agreements executed by the Other Transferor Companies, entered into by the Other Transferor Companies with various landlords, owners and lessors including the Appropriate Authorities in connection with the use of the assets of the Other Transferor Companies, together with security deposits, shall stand automatically vested in favour of the Transferee Company on the same terms and conditions, subject to Applicable Law, without any further act, instrument or deed. The Transferee Company shall be entitled to exercise all rights and privileges attached to the aforesaid immovable properties and shall be liable to pay the rent, license fees, taxes and fulfil all obligations in relation to or applicable to such immovable properties and shall also be entitled to refund of security deposits paid under such agreements by the Other Transferor Companies. Any transfer/ assignment of lease or license or any tenancy rights by the Other Transferor Companies in favour of the Transferee Company pursuant to this Scheme shall continue for the balance period of time and will be deemed to have continued without any interruption or break, and it shall not be considered to be a new lease or license or tenancy right. It is clarified that, with respect to the immovable properties of the Other Transferor Companies in the nature of land and buildings, the Transferee Company may register the true copy of the Sanction Order with the offices of the relevant sub-registrar of assurances or similar registering authority having jurisdiction over the location of such immovable property or may



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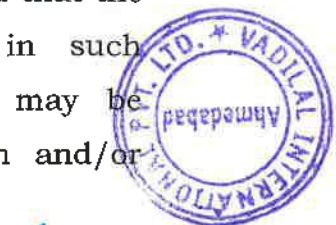


execute and register, as required, such other documents as may be necessary in this regard. For the avoidance of doubt, it is clarified that any document executed pursuant to this Clause 22.5 or Clause 22.6 below will be for the limited purpose of meeting regulatory requirements and shall not be deemed to be a document under which the conveyance of immovable property shall take place and the conveyance shall be undertaken solely pursuant to and in terms of this Scheme and the Sanction Order. All Permits, if any, required for enabling the Transferee Company to absolutely own and enjoy the immovable properties in accordance with Applicable Law are deemed to be granted as part of this Scheme. The mutation or substitution of the title to the immovable properties shall, upon Part III of the Scheme becoming effective, be made and duly recorded in the name of the Transferee Company by the Appropriate Authorities pursuant to the sanction of this Scheme by the Tribunal and upon Part III of the Scheme becoming effective in accordance with the terms hereof.

- 22.6 For the purpose of giving effect to the Sanction Order passed under Sections 230 to 232 of the Act in respect of this Scheme, the Transferee Company shall be entitled to exercise all rights and privileges and shall be liable to fulfil all its obligations in relation to or applicable to all such immovable properties, including mutation and/or substitution of the ownership or the title to, or interest in the immovable properties which shall be made and duly recorded by the Appropriate Authorities in favour of the Transferee Company pursuant to the Sanction Order and upon the effectiveness of Part III of this Scheme in accordance with the terms hereof without any further act or deed to be done or executed by the Other Transferor Companies and/or the Transferee Company. It is clarified that the Transferee Company shall be entitled to engage in such correspondence and make such representations, as may be necessary for the purposes of the aforesaid mutation and/or



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substitution. For the purposes of this Clause, the Boards of the Other Transferor Companies and/or the Transferee Company may, in their absolute discretion, mutually decide the manner of giving effect to the vesting of the whole or part of the right, title and interest in all or any of the immovable properties along with any attendant formalities involved, including by way of execution of appropriate deed(s), including conveyance, assignment, transfer or rectification, in order to give effect to the objectives of the Scheme.

22.7 All Intellectual Property and rights thereto of the Other Transferor Companies, whether registered or unregistered, along with all rights of commercial nature including attached goodwill, title, interest, quality certifications and approvals, service marks, copy rights, moral rights and related rights, patents, project designs, marketing authorization, approvals, marketing intangibles, permits, permissions, incentives, privileges, special status, geographical indicators, designs, research and studies and all such other industrial or intellectual rights of whatsoever nature, license for software and any other software licenses (whether proprietary or otherwise), research and studies, and other benefits, drawings, manuals, data, catalogues, quotations, marketing authorisations, marketing intangibles, credit information, sales and advertising materials, lists of present and former customers, customer pricing information whether in physical or electronic form; and all other interests relating to the goods or services being dealt with by the Other Transferor Companies, shall become the property of and/or stand vested in, the Transferee Company.

22.8 All books, records, files, papers, engineering and process information, computer programs, test reports, product registrations, dossiers, manuals, data, catalogues, quotations, sales and advertising materials, list of present and former customers and suppliers, databases containing market information, vouchers, registers, ledgers, documents and other books and records, any



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media or format including machine readable or electronic media/ format and other records of the Other Transferor Companies shall be transferred to the Transferee Company.

22.9 All applications (including hardware, software, licenses and scripts), registrations, goodwill, other intangibles, industrial and other licenses, approvals, Permits, authorisations, trademarks, trade names, patents, patent rights, copyrights, service marks, trade secrets, designs, research and studies, technical knowhow, confidential information and other industrial and intellectual properties and rights of any nature whatsoever including know-how, websites, portals, domain names, or any applications for the above, assignments and grants in respect thereof, all agreements, arrangements, deposits, advances, recoverable and receivables, whether from government, semi-government, local authorities or any other person including customers, contractors or other counter parties, etc., all earnest monies and / or deposits, privileges, liberties, easements, advantages, benefits, exemptions, licenses, privileges and approvals of whatsoever nature and wheresoever situated, belonging to or in the ownership, power or possession or control of or vested in or granted in favour of or enjoyed by the Other Transferor Companies, shall, without any further act, instrument or deed, be transferred to and vested in and/ or be deemed to be transferred to and vested in the Transferee Company, with effect from the Appointed Date.

22.10 All rights to use and avail telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interests held in trusts, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, liberties and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership,



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power or possession and in control of or vested in or granted in favour of or enjoyed by the Other Transferor Companies and all other interests of whatsoever nature belonging to or in the ownership, power, possession or control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Other Transferor Companies shall become the property of and/or stand vested in, the Transferee Company.

22.11 The past track record of the Other Transferor Companies including without limitation, the technical qualifications, right to use the accreditations/pre-qualifications, credentials, work experience, track record with customers or other parties, contracts with clients and with vendors of the Other Transferor Companies (acquired by reason of their respective operations in the past), including without limitation, the profitability, experience, credentials, past record, goodwill and market share, of the Other Transferor Companies shall for all commercial and regulatory purposes including for the purposes of eligibility, standing, evaluation and participation of the Transferee Company in all existing and future bids, tenders, and contracts of all authorities, agencies and clients, be deemed to be the track record of the Transferee Company for all commercial and regulatory purposes including for the purposes of eligibility, standing, evaluation and participation of the Other Transferor Companies in all existing and future bids and tenders, and contracts of all authorities, agencies and clients.

22.12 Any statutory licenses, Permits, permissions or approvals or consents pertaining to the Other Transferor Companies shall stand vested in or transferred to Transferee Company without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of Transferee Company.

The benefit of all statutory and regulatory permissions, environmental approvals and consents, registrations or other licenses, Permits and consents shall vest in and become available to



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Transferee Company pursuant to the Scheme. In so far as the various incentives, subsidies, rehabilitation Schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by the Other Transferor Companies are concerned, the same shall vest with and be available to Transferee Company on the same terms and conditions.

22.13 All bank/demat accounts operated or entitled to be operated by the Other Transferor Companies shall be deemed to have been transferred and shall be transferred to the Transferee Company in the bank's records and the Transferee Company shall be entitled to operate all bank/demat accounts, realise all monies and complete and enforce all pending contracts and transactions in the name of the Other Transferor Companies to the extent necessary until the transfer of the rights and obligations of the Other Transferor Companies to the Transferee Company under the Scheme is formally accepted and completed by the parties concerned. For avoidance of doubt, it is hereby clarified that all cheques and other negotiable instruments, payment orders received or presented for encashment, which are in the name of the Other Transferor Companies after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company, if presented by the Transferee Company. Similarly, the banker of the Transferee Company shall honor all cheques issued by the Other Transferor Companies for payment after the Effective Date.

22.14 Third party or Appropriate Authority shall take on record the Sanction Order on its file and duly record the necessary substitution or endorsement in the name of the Transferee Company as successor in interest, pursuant to the sanction of this Scheme by the Tribunal, without any further act, matter or deed by the Other Transferor Companies or the Transferee Company. There shall be no break in



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the validity and enforceability of the Permits for the purpose of carrying on its business or for any other purpose of whatsoever nature.

- 22.15 Without prejudice to the foregoing provisions above, and upon the Scheme becoming Effective, the Other Transferor Companies and the Transferee Company shall be entitled to apply to the Appropriate Authorities as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require and execute any and all instruments or documents and do all the acts and deeds as may be required, including filing of necessary particulars and/ or modification(s) of charge, with the concerned RoC or filing of necessary applications, notices, intimations or letters with any authority or Person, to give effect to the above provisions.

23. TRANSFER OF LIABILITIES

- 23.1 Upon Part III of the Scheme becoming effective and with effect from the Appointed Date, all Liabilities of the Other Transferor Companies, shall, without any further act, instrument or deed be and stand transferred to the Transferee Company to the extent they are outstanding as on the Effective Date, so as to become the Liabilities of the Transferee Company, along with any Encumbrance relating thereto, on the same terms and conditions as were applicable to the Other Transferor Companies. The Transferee Company undertakes to meet, discharge and satisfy the same to the exclusion of the Other Transferor Companies.

- 23.2 The provisions of this Clause 23 and that of Clause 24 below shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security documents, all of which instruments, deeds or writing shall be deemed to have been modified and/or superseded by the foregoing provisions.



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23.3 It is expressly provided that, save as mentioned in this Scheme, no other term or condition of the Liabilities of the Other Transferor Companies transferred to the Transferee Company as part of the Scheme is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.

23.4 Upon the coming into effect of the Scheme, Transferee Company shall be liable to perform all obligations with respect to Liabilities of the Other Transferor Companies from the Appointed Date, which have been incurred by the Other Transferor Companies for and on behalf of Transferee Company and in relation to the Scheme.

24. ENCUMBRANCES

24.1 The vesting of the assets comprised in the Other Transferor Companies to and in the Transferee Company upon the coming into effect of Part III of the Scheme shall be subject to the Encumbrances, if any, affecting the same as hereinafter provided.

24.2 In so far as the existing Encumbrances in respect of the Liabilities of the Other Transferor Companies are concerned, such Encumbrances shall, without any further act, instrument or deed be modified and shall be extended to and shall operate only over the assets of the Other Transferor Companies to which such Liability relate, which have already been Encumbered in respect of the Liabilities of the Other Transferor Companies as transferred to the Transferee Company pursuant to this Scheme, and such Encumbrances shall not relate to or attach to any of the other assets of the Transferee Company. Provided that if any of the assets of the Other Transferor Companies being transferred to the Transferee Company pursuant to this Scheme have not been Encumbered in respect of the Liabilities of the Other Transferor Companies, such assets shall remain unencumbered, and the existing Encumbrances referred to above shall not be extended to and shall not operate over



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such assets. The Scheme shall not operate to enlarge the Encumbrances, nor shall the Transferee Company be obliged to create any further or additional security after the Scheme has become effective or otherwise. The absence of any formal amendment which may be required by a lender, trustee or third party shall not affect the operation of the above.

24.3 In so far as the existing Encumbrances over the assets and other properties of the Transferee Company or any part thereof which relate to the Liabilities and obligations of the Transferee Company prior to the Effective Date are concerned, such Encumbrance shall, without any further act, instrument or deed continue to relate to only such assets and properties and shall not extend or attach to any of the assets and properties of the Other Transferor Companies vested in the Transferee Company by virtue of the Scheme.

24.4 Any reference to the Other Transferor Companies and their respective assets and properties in any security documents or arrangements (to which the relevant Other Transferor Companies is a party), shall be construed as a reference to the Transferee Company and the relevant assets and properties of the Other Transferor Companies vested in the Transferee Company by virtue of the Scheme. Without prejudice to the provisions of the foregoing Clauses and upon coming into effect of Part III of the Scheme, the Transferee Company may enter into and execute such other deeds, instruments, documents and/or writings and/or do all acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the RoC to give formal effect to the provisions of this Clause and foregoing Clauses, if required.

25. TAXATION MATTERS

25.1 With effect from the Appointed Date and upon Part III of the Scheme becoming effective, all direct and indirect Taxes, duties, cess



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receivable/ payable by the Other Transferor Companies, including all or any refunds, credit (including export and tax credits), claims, tax losses (including book losses), unabsorbed depreciation (including book unabsorbed depreciation) relating thereto shall be treated as the asset/Liability or refunds/credit/claims/tax losses (including book losses)/unabsorbed depreciation (including book unabsorbed depreciation), as the case may be, of the Transferee Company. All direct and indirect Taxes, duties, cess, if any, paid or payable by the Other Transferor Companies after the Appointed Date shall be treated as paid or payable by the Transferee Company and the Transferee Company shall be entitled to claim the credit, refund or adjustment for the same as may be applicable. It is also clarified that the Transferee Company shall have the right to claim refunds, tax credits, set-offs and/or adjustments relating to the income or transactions it has entered into, by virtue of this Scheme with effect from the Appointed Date.

25.2 Direct taxes of whatsoever nature including advance tax, self-assessment tax, regular assessment taxes, tax deducted at source, tax collected at source, foreign taxes, buyback distribution tax, minimum alternative tax, if any, paid by the Other Transferor Companies shall be treated as paid by the Transferee Company and it shall be entitled to claim the credit, refund, adjustment for the same as may be applicable.

25.3 The Transferee Company is expressly permitted to revise, withdraw and file its income tax returns and other statutory returns, along with the necessary forms, filings and annexures even beyond the due date, if required, including tax deducted / collected at source returns, goods and service tax returns, as may be applicable and shall be entitled to claim credit for advance tax paid and exclude items such as provisions, reversals, etc., for which no deduction or tax benefit has been claimed by the Other Transferor Companies



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prior to the Appointed Date and has expressly reserved the right to make such provision in its returns and to claim refunds, advance tax credits, credit of tax deducted at source, credit of foreign taxes paid/withheld, etc. if any, as may be required for the purposes of/consequent to implementation of the Scheme.

25.4 With effect from the Appointed Date, carried forward losses, depreciation, capital losses, pending balances of amortization etc. including application for rectification, appeals filed with tax authorities of the Other Transferor Companies shall also, pursuant to Section 230 to 232 of the Act and other applicable provisions of the Act and Applicable Laws, without any further act or deed be transferred to or be deemed to be transferred to Transferee Company so as to become as from the Appointed Date, of Transferee Company and it shall not be necessary to obtain the consent of any third party or other person in order to give effect the provisions of this sub-clause.

25.5 If the Other Transferor Companies are entitled to any refunds, benefits, incentives, grants, subsidies, etc., under any incentive schemes and policies under Tax Laws, all such benefits under all such incentive schemes and policies shall be and stand vested in the Transferee Company with effect from the Appointed Date. The Transferee Company, shall, if so required, issue notices in the name of the Other Transferor Companies, in such form as it may deem fit and proper stating that pursuant to the Tribunal having sanctioned this Scheme under Sections 230 to 232 of the Act, the relevant refunds, benefits, incentives, grants, subsidies, be paid or made good or held on account of the Transferee Company, as the person entitled thereto, to the end and intent that the right of the Other Transferor Companies, to recover or realise the same, stands transferred to the Transferee Company and that appropriate entries



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should be passed in their respective books to record the aforesaid changes.

- 25.6 From the Effective Date, all the invoicing and compliance shall be done by the Transferee Company post obtaining all requisite goods and services tax registrations, wherever so required. To the extent such set of registrations are not effective as on the Effective Date, for such intervening period, the Transferee Company shall undertake the invoicing and compliance using the goods and services tax registrations of the Other Transferor Companies, as the case may be, to ensure compliance with law and timely discharge of goods and services tax liability.
- 25.7 Upon Part III of the Scheme becoming effective, obligation for deduction of tax at source on any payment made by or to be made by the Other Transferor Companies pertaining to the period on or after the Appointed Date, under direct tax laws or other Applicable Laws dealing with Taxes duly complied by the Other Transferor Companies shall be made or deemed to have been made and duly complied with by the Transferee Company.
- 25.8 In so far as various incentives, subsidies, exemptions, remissions, reductions, export benefits, any other incentives eligible from state government or central government, all indirect tax related benefits, transport marketing assistance, goods and services tax benefits, service tax benefits, all indirect tax related assets / credits, including but not limited to goods and services tax input credits, service tax input credits, value added/ sales tax/ entry tax credits or set-off, income tax holiday/ benefit/ losses (including book losses) / minimum alternative tax, unabsorbed depreciation (including book unabsorbed depreciation) and other benefits or exemptions or privileges enjoyed, granted by any Appropriate Authority or by any other person, or availed of by the Other Transferor Companies and any interest thereon, with regard to any law, act or rule or scheme.



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made by, the Appropriate Authority shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, without any further act, instrument or deed, vest with and be available to the Transferee Company on the same terms and conditions as if the same had been allotted and/ or granted and/ or sanctioned and/ or allowed to the Other Transferor Companies to the end and intent that the right of the Other Transferor Companies to recover or realize the same, stands transferred to the Transferee Company and that appropriate entries should be passed in their respective books to record the aforesaid changes.

25.9 The Transferee Company shall be eligible to claim a deduction otherwise admissible but not claimed by the Other Transferor Companies, including for expenditure admissible on actual payment basis or on deduction/collection of appropriate taxes (such as section 43B, section 40, section 40A etc. of the Income Tax Act), upon fulfillment of conditions, if any, required under the Income Tax Act.

25.10 The Transferee Company will be the successor of the Other Transferor Companies. Hence, it will be deemed that the benefit of any Tax credits whether central, state or local, availed by the Other Transferor Companies and the obligations if any for payment of the Tax on any assets on their erection and / or installation, etc. shall be deemed to have been availed by Transferee Company or as the case may be deemed to be the obligations of Transferee Company. Further, as the Scheme does not contemplate removal of any asset by Transferee Company from the premises in which it is installed, no reversal of any Tax credit needs to be made.

25.11 The Other Transferor Companies and Transferee Company shall be entitled to, amongst others, file/or revise its income tax returns, TDS/TCS returns, wealth tax returns, goods and service tax, service



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tax, excise duty, sales tax, value added tax, entry tax, cess, professional tax or any other statutory returns, if required, credit for advance tax paid, tax deducted at source, claim for sum prescribed under Section 43B of the Income Tax Act on payment basis, claim for deduction of provisions written back by Transferee Company previously disallowed in the hands of the Other Transferor Companies under the Income Tax Act, credit of tax under Section 115JB read with Section 115JAA of the Income Tax Act, credit of foreign taxes paid/withheld etc. if any, as may be required consequent to implementation of this Scheme and where necessary to give effect to this Scheme, even if the prescribed time limits for filing or revising such returns have lapsed without incurring any liability on account of interest, penalty or any other sum. The Transferee Company shall have the right to claim refunds, tax credits, setoffs and/or adjustments relating to its income or transactions entered into by it by virtue of this Scheme with effect from Appointed Date. The taxes or duties paid by, for, or on behalf of the Other Transferor Companies relating to the period on or after Appointed Date shall be deemed to be the taxes or duties paid by Transferee Company, and accordingly Transferee Company shall be entitled to claim credit or refund for such taxes or duties.

- 25.12 Upon the Scheme becoming effective, the accumulated loss and the unabsorbed depreciation of the Other Transferor Companies, if any, shall be deemed to be the loss or, as the case may be, allowance for unabsorbed depreciation of the Transferee Company from the Appointed Date of the Scheme subject to compliance with the applicable provisions of the Income Tax Act read with relevant Rules thereunder. From the Appointed Date, the Transferee Company shall be allowed to carry forward such accumulated loss and unabsorbed depreciation and set it off against its taxable income in compliance with the applicable provisions of the Income Tax Act read with relevant Rules thereunder.



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26. PERMITS

26.1 Upon Part III of the Scheme becoming effective and with effect from the Appointed Date, all the Permits held or availed of by, and all rights and benefits that have accrued to, the Other Transferor Companies shall be transferred to and vested in the Transferee Company or deemed to have been transferred to and vested in the Transferee Company without any further act, instrument or deed and be appropriately mutated or endorsed by the Appropriate Authorities concerned therewith in favour of the Transferee Company as if the same were originally given by or issued to or executed in favour of the Transferee Company and the Transferee Company shall be bound by the terms, obligations and duties thereunder and the rights and benefits under the same shall be available to the Transferee Company to carry on the operations of the Other Transferor Companies without any hindrance, whatsoever. It is hereby clarified that if the consent of any Person or Appropriate Authority is required to give effect to the provisions of this Clause, the said Person or Appropriate Authority shall make and duly record the necessary substitution/ endorsement in the name of the Transferee Company pursuant to the sanction of this Scheme by the Tribunal, and upon Part III of the Scheme becoming effective in accordance with the terms hereof. For this purpose, the Transferee Company shall, if required, file appropriate applications/ documents with relevant authorities concerned for information and record purposes. The Transferee Company shall be permitted to continue with the existing Permits of the Other Transferor Companies till the aforementioned consent of any Person or Appropriate Authority is received / new Permit is received by the Transferee Company to give effect to the provisions of this Clause.

26.2 From the Effective Date and until the Permits are transferred, vested, recorded, effected, and/or perfected, in the record of the Appropriate



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Authority, in favour of the Transferee Company, for the purposes of the relevant Permit, the Transferee Company is authorized to carry on business in the name and style of the Other Transferor Companies and use the Permits of the Other Transferor Companies.

27. CONTRACTS

- 27.1 Upon Part III of the Scheme becoming effective and subject to the other provisions of this Scheme, without any further act or deed, all contracts, deeds, bonds, memoranda of understandings, memoranda of agreements, bids, letters of intent, undertakings, engagements, service contracts, consultant contracts, contracts with vendors and suppliers, technology contracts, outsourcing agreements, assignment agreements, license agreements (including for Intellectual Property), policies, information technology related agreements, schemes, lease/license agreements, tenancy rights, agreements/panchnamas for right of way, equipment purchase agreements, agreements with customers, purchase and other agreements with the supplier/manufacturer of goods/service providers, other arrangements, insurance covers and claims, clearances, tenders including contracts/arrangements with government, expression of interest, letters of intent, undertaking, arrangements, policies, agreements, service orders, purchase orders (either with or without a general purchase agreement), non-disclosure undertakings, and other commitments, whether written or otherwise, and other instruments of whatsoever nature and description, whether written, oral or otherwise, and all rights, title, interests, claims and benefits thereunder, and other instruments to which the Other Transferor Companies is a party or to the benefit of which the Other Transferor Companies may be eligible, or under which the Other Transferor Companies have any obligations to discharge and which are subsisting or having effect on the Effective Date shall, without any further act, instrument or deed, continue in



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full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectually as if, instead of the Other Transferor Companies, the Transferee Company had been party or beneficiary or obligee or obligor thereto or thereunder. If the Transferee Company enters into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite agreements, confirmations or novations, the Other Transferor Companies will, if necessary, also be a party to such documents in order to give formal effect to the provisions of this Scheme, if so required, In relation to the same, any procedural requirements required to be fulfilled solely by the Other Transferor Companies (and not by any of its successors), shall be fulfilled by the Transferee Company, as if it is duly constituted attorney of the Other Transferor Companies.

27.2 On and from the Effective Date, and thereafter, the Transferee Company shall be entitled to complete and enforce all pending contracts and transactions and to accept stock returns and issue credit notes in respect of the Other Transferor Companies in the name of the Other Transferor Companies in so far as may be necessary until the transfer of rights and obligations of the Other Transferor Companies to the Transferee Company under this Scheme have been given effect to under such contracts and transactions.

27.3 With effect from the Effective Date, any Liabilities, loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Other Transferor Companies and Transferee Company shall, *ipso facto*, stand discharged and come to an end and there shall be no liability in that behalf on any party and the appropriate effect shall be given in the books of accounts and records of the Transferee Company.



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27.4 All *inter se* contracts solely between the Other Transferor Companies and the Transferee Company, if any, shall stand cancelled and cease to operate and appropriate effect shall be given in the books of accounts and records of the Transferee Company.

28. EMPLOYEES

28.1 Upon Part III of the Scheme becoming effective, all staff and employees of the Other Transferor Companies who are in such employment as on the Effective Date shall become and be deemed to have become staff and employees of Transferee Company without any break or interruption in their services, on terms and conditions which are overall no less favourable than those that were applicable to such employees immediately prior to such amalgamation, with the benefit of continuity of service. It is clarified that such employees of the Other Transferor Companies who become employees of the Transferee Company by virtue of this Scheme, shall be governed by the terms of employment of the Transferee Company (including in connection with provident fund, gratuity fund, superannuation fund or any other special fund or obligation), provided that such terms of employment of the Transferee Company are overall no less favourable than those that were applicable to such employees immediately before such amalgamation. The Transferee Company further agrees that for the purpose of payment of any retirement benefit / compensation, such immediate uninterrupted past service with the Other Transferor Companies, as the case may be, shall also be taken into account. The Transferee Company undertakes to continue to abide by the terms of agreement / settlement entered into by the Other Transferor Companies with employees union / employee or association as the case may be.

28.2 With regard to provident fund, gratuity, superannuation, leave encashment and any other special scheme or benefits created or



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existing for the benefit of such employees of the Other Transferor Companies, the Transferee Company shall stand substituted for the Other Transferor Companies for all purposes whatsoever, upon Part III of this Scheme becoming effective, including with regard to the obligation to make contributions to relevant authorities, such as the regional provident fund or to such other funds maintained by the Other Transferor Companies, in accordance with the provisions of Applicable Laws or otherwise. It is hereby clarified that upon Part III of this Scheme becoming effective, the aforesaid benefits or schemes shall continue to be provided to the transferred employees and the services of all the transferred employees of the Other Transferor Companies for such purpose shall be treated as having been continuous. In addition, upon Part III of this Scheme coming into effect on the Effective Date and with effect from the Appointed Date, any prosecution or disciplinary action initiated, pending or contemplated against and any penalty imposed in this regard on any employee forming part of the Other Transferor Companies shall be continued/ continue to operate against the relevant employee and the Transferee Company shall be entitled to take any relevant action or sanction, without any further act, instrument or deed undertaken by the Other Transferor Companies or the Transferee Company.

- 28.3 With regard to any provident fund, gratuity fund, pension, superannuation fund or any other special fund or trusts, if any, created or existing for the benefit of the staff and employees of the Other Transferor Companies, it is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Other Transferor Companies in relation to such schemes or funds shall become those of the Transferee Company. Upon Part III of the Scheme becoming effective: (a) all contributions made to such funds by the Other Transferor Companies on behalf of such employees shall be deemed to have been made on behalf of the Transferee Company, and shall be transferred to the Transferee Company, the



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relevant authorities or the funds (if any) established by the Transferee Company, as the case may be; and (b) all contributions made by such employees, including interests/investments (which are referable and allocable to the employees transferred), shall be transferred to the Transferee Company, the relevant authorities or the funds (if any) established by the Transferee Company, as the case may be. Upon Part III of the Scheme becoming effective, the Transferee Company shall stand substituted for the Other Transferor Companies for all purposes whatsoever relating to the obligation to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents, by operation of law pursuant to the Sanction Order, without any further act, instrument or deed undertaken by the Other Transferor Companies or the Transferee Company. It is clarified that the services of all employees of the Other Transferor Companies transferred to the Transferee Company will be treated as having been continuous and uninterrupted for the purpose of the aforesaid schemes or funds. Without prejudice to the aforesaid, the Board of the Transferee Company, if it deems fit and subject to Applicable Laws, shall be entitled to: (a) retain separate trusts or funds within the Other Transferor Companies for the erstwhile fund(s) of the Other Transferor Companies; or (b) merge the pre-existing fund of the Other Transferor Companies with other similar funds of the Transferee Company.

28.4 The Transferee Company agrees that for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits, the past services of the employees with the Other Transferor Companies, if any, as the case may be, shall also be taken into account, and agrees and undertakes to pay the same as and when payable.



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29. LEGAL PROCEEDINGS

29.1 If any Proceedings by or against the Other Transferor Companies is pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the amalgamation or by anything contained in this Scheme, but the Proceedings of the Other Transferor Companies may be continued, prosecuted and enforced by or against Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Other Transferor Companies, as if this Scheme had not been made. On and from the Effective Date, the Transferee Company may initiate any legal proceeding for and on behalf of the Other Transferor Companies. The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Other Transferor Companies, which are capable of being continued by or against the Transferee Company, transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against the Transferee Company.

29.2 In case of any litigation, suits, recovery proceedings which are to be initiated or may be initiated against the Other Transferor Companies, the Transferee Company shall be made party thereto and any payment and expenses made thereto shall be the liability of Transferee Company.

30. CONSIDERATION

30.1 Upon Part III of the Scheme becoming effective and in consideration of amalgamation of the Other Transferor Companies with the Transferee Company, including the transfer and vesting of the assets and Liabilities of the Other Transferor Companies in the Transferee Company pursuant to the provisions of this Scheme, the Transferee



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Company shall, without any further application, act or deed, issue and allot to the Other Eligible Shareholders (or to such of their respective heirs, claimants, executors, administrators other legal representatives or other successors in title as may be recognized by the Board of the Transferee Company) in the following manner:

- (a) to Eligible Shareholders 2, 317 (Three Hundred Seventeen) equity shares of the Transferee Company, credited as fully paid-up equity shares of the face value INR 10 each for every 10 (Ten) fully paid-up equity shares of INR 10 each held by such shareholder in Transferor Company 2 ("**Share Exchange Ratio 2**");

The equity shares to be issued by the Transferee Company to the Eligible Shareholders 2 in accordance with this Clause 30.1 shall be referred to hereinafter as "**Scheme Shares 2**".

- (b) to Eligible Shareholders 3, 116 (One Hundred Sixteen) equity shares of the Transferee Company, credited as fully paid-up equity shares of the face value INR 10 each for every 5 (Five) fully paid-up equity shares of INR 10 each held by such shareholder in Transferor Company 3 ("**Share Exchange Ratio 3**");

The equity shares to be issued by the Transferee Company to the Eligible Shareholders 3 in accordance with this Clause 30.1 shall be referred to hereinafter as "**Scheme Shares 3**".

It is clarified that no shares shall be issued by the Transferee Company in respect of the shares, if any, held by the Transferee Company or any of its subsidiary companies in the Other Transferor Companies.



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- 30.2 The Other Scheme Shares to be issued pursuant to above clause shall be issued in compliance with the Applicable Laws and all details relating to such shareholders shall be made available to the Transferee Company.
- 30.3 In case any Other Eligible Shareholder becomes entitled to any fractional shares, entitlements or credit on the issue and allotment of the Other Scheme Shares in accordance with this Scheme, the Board of the Transferee Company shall consolidate all such fractional entitlements and shall round up the aggregate of such fractions to the next whole number and issue such consolidated shares to a trustee appointed by the Board of the Transferee Company, who shall hold such shares in trust on behalf of such Other Eligible Shareholders (entitled to the said fractional shares), for the specific purposes of selling such consolidated shares in the market at such price or prices and on such time as trustee deems fit within 90 (ninety) days from the date of allotment or such other period as per the Applicable Law, and shall distribute the net sale proceeds, subject to tax deductions and other expenses as applicable, to such Other Eligible Shareholders in proportion of their respective fractional entitlements.
- 30.4 The equity shares of the Transferee Company to be issued and allotted as provided above shall be subject to the provisions of the Charter Documents of the Transferee Company and shall rank *pari passu* in all respects with the then existing equity shares of the Transferee Company after the Effective Date, including with respect to dividends, voting rights and other corporate benefits attached to the equity shares of the Transferee Company.
- 30.5 The Other Scheme Shares to be issued by the Transferee Company pursuant to Clause 30.1 in respect of the shares of the Other Transferor Companies, the allotment or transfer of which is held in



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abeyance under the provisions of Applicable Laws shall, pending allotment or settlement of the dispute by order of an appropriate court or otherwise, also be kept in abeyance in a like manner by the Transferee Company.

30.6 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholders of the Other Transferor Companies, the Board of Directors of such Other Transferor Companies shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, as the case may be, to effectuate such transfers in such Other Transferor Companies as if such changes in registered holders were operative as on the Record Date, in order to remove any difficulties arising to the transferors of the shares in the Other Transferor Companies and in relation to the shares issued by Transferee Company after the effectiveness of the Scheme. The Board of Directors of the Other Transferor Companies shall be empowered to remove such difficulties that may arise in the course of implementation of this Scheme and registration of new shareholders in the Transferee Company on account of difficulties faced in the transition period.

30.7 The issue and allotment of Other Scheme Shares by the Transferee Company to the shareholders of the Other Transferor Companies as provided in this Scheme is an integral part thereof and shall be deemed to have been carried out without requiring any further act on the part of the Transferee Company or its shareholders and as if the procedure laid out under Section 62 or any other applicable provisions of the Act and such other Applicable Laws, as may be applicable, were duly complied with. It is clarified that the approval of the members and creditors of the Transferee Company to this Scheme shall be deemed to be their consent / approval for the issue and allotment of equity shares pursuant to Clause 30.1.



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30.8 In the event that the Transferee Company alters or restructures its equity share capital, including but not limited to, by way of share split / consolidation / issue of bonus shares/ rights issue during the pendency of the Scheme, the Share Exchange Ratio 2 and Share Exchange Ratio 3 as per Clause 30.1 above, shall be adjusted accordingly to take into account the effect of any such corporate actions. It is clarified that the approval of the members of the Transferee Company and the Other Transferor Companies to the Scheme shall be deemed to be their consent / approval also to the adjusted Share Exchange Ratio 2 and/or Share Exchange Ratio 3, as the case may be, as per this clause.

30.9 The Transferee Company shall, if necessary and to the extent required, increase its authorised Share Capital to facilitate issue of such shares under this Scheme, by following the requisite procedure and on payment of applicable requisite fees and duties. It is clarified that the approval of the members of Transferee Company to the Scheme shall be deemed to be their consent / approval to the alteration of the Charter Documents of the Transferee Company as required under Sections 13, 14, 61, 64 and other applicable provisions of the Act.

30.10 Where the Other Scheme Shares are to be allotted to heirs, executors, claimants or administrators, as the case may be, to the successors of deceased Other Eligible Shareholders of the Other Transferor Companies, the concerned respective heirs, executors, claimants, administrators, successors or legal representatives shall be obliged to produce evidence satisfactory to the Board of the Transferee Company.

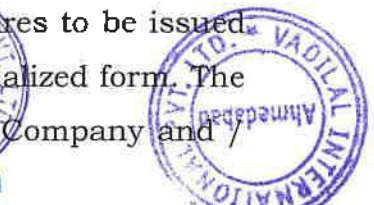
30.11 Subject to Applicable Laws, the Other Scheme Shares to be issued in terms of this Scheme shall be issued in dematerialized form. The register of members maintained by the Transferee Company and /



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or other relevant records, whether in physical or electronic form, maintained by the Transferee Company, the relevant depository and registrar and transfer agent in terms of Applicable Laws shall (as deemed necessary by the Board of the Transferee Company) be updated to reflect the issue of the Other Scheme Shares in terms of this Scheme. The Other Eligible Shareholders who hold equity shares in the Other Transferor Companies in physical form should provide the requisite details relating to his/her/its account with a depository participant or other confirmations as may be required, to the Transferee Company, prior to the Record Date to enable it to issue the Other Scheme Shares. However, if no such details have been provided to the Transferee Company by the Other Eligible Shareholders holding shares in physical form on or before the Record Date, the Transferee Company shall deal with the relevant Other Scheme Shares in such manner as may be permissible under the Applicable Law including by way of issuing corresponding equity shares in dematerialised form to a trustee ("**Trustee 2**") who shall hold the relevant Other Scheme Shares in trust for the benefit of such Other Eligible Shareholder. The relevant Other Scheme Shares held by Trustee 2 for the benefit of the relevant Other Eligible Shareholders shall be transferred to the respective Other Eligible Shareholders once such shareholder provides details of his/her/its demat account to the Trustee 2, along with such other documents as may be required by the Trustee 2. The respective Other Eligible Shareholders shall have all the rights of the shareholders of the Transferee Company, including the right to receive dividend, voting rights and other corporate benefits, pending the transfer of relevant Other Scheme Shares from the Trustee 2.

30.12 The Other Scheme Shares issued and allotted by the Transferee Company as per clause above shall be listed and/ or admitted to trading on the Stock Exchanges in compliance with the SEBI Scheme Circular and other relevant provisions and subject to the



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Transferee Company obtaining the requisite Approvals from all relevant Appropriate Authorities pertaining to the listing and trading of the Other Scheme Shares. The Transferee Company shall enter into such arrangements and give such confirmation and/or undertakings as may be necessary in accordance with the Applicable Laws for complying with the formalities of the Stock Exchanges.

30.13 The Other Scheme Shares allotted by Transferee Company pursuant to the Scheme shall remain frozen in the depository system till listing/trading permission is given by the Stock Exchanges.

30.14 The Other Scheme Shares to be issued by the Transferee Company in lieu of the shares of the Other Transferor Companies, if any, held in the unclaimed suspense account of the Other Transferor Companies shall be issued to a new unclaimed suspense account created for respective shareholders of the Other Transferor Companies. The Other Scheme Shares to be issued by the Transferee Company in lieu of the shares of the Other Transferor Companies held in the investor education and protection fund authority shall be issued to investor education and protection fund authority in favour of such Other Eligible Shareholders.

30.15 There shall be no change in the shareholding pattern or control of the Transferee Company between the Record Date and the date of listing of the Other Scheme Shares which may affect the status of the approval from any of the Stock Exchanges.

31. CANCELLATION OF EQUITY SHARES OF TRANSFEE COMPANY HELD BY OTHER TRANSFEROR COMPANIES

31.1 Upon the Scheme becoming effective and with effect from the Appointed Date, the equity shares held by the Other Transferor Companies in the equity share capital of Transferee Company shall



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stand cancelled without any further act or deed as an integral part of the Scheme. Accordingly, the share capital of Transferee Company shall stand reduced by 5,72,911 shares i.e. INR 57,29,110 being the face value of the number of shares held by the Other Transferor Companies in Transferee Company and so cancelled.

31.2 Without prejudice to the generality of the foregoing, it is clarified and provided that cancellation of the share capital of the Transferee Company in terms of Clause 31.1 above, shall be effected as an integral part of the Scheme. The cancellation, as mentioned in the clause above, shall result in reduction of share capital of the Transferee Company under Section 66 of the Act. However, since the aforesaid reduction is consequential and is proposed as an integral part of the Scheme, the Transferee Company shall not be required to undertake separate procedure under Section 66 of the Act. Further, as the aforesaid reduction does not result in either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid-up share capital, the provisions of Section 66 of the Act shall not be applicable. The Sanction Order shall be deemed to be the order under Section 66 of the Act for the purpose of confirming reduction. Further, the Transferee Company shall not be required to add "and reduced" as a suffix to its name consequent upon such reduction.

32. ACCOUNTING TREATMENT IN THE BOOKS OF TRANSFEE COMPANY

Upon the Scheme becoming effective and with effect from the Appointed Date, Transferee Company shall account for the amalgamation in its books as under:

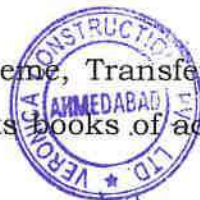
32.1 Upon the coming into effect of this Scheme, Transferee Company shall account for the amalgamation in its books of account as per



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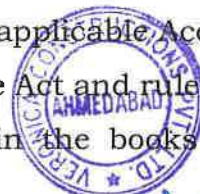
the applicable accounting principles prescribed under the Indian Accounting Standards (Ind AS) or such other accounting principles as may be applicable or prescribed under Section 133 of the Act read with relevant rules issued thereunder.

32.2 All assets and liabilities shall be recorded by the Transferee Company in accordance with Appendix C to Ind AS 103 and other accounting principles as notified under Section 133 of the Act and rules made thereunder, as amended from time to time.

32.3 The aggregate face value of the equity shares of the Transferee Company issued and allotted to the shareholders of the Other Transferor Companies shall be credited to the share capital account of the Transferee Company.

32.4 The amount of inter-company balances, loans, investments and other transactions, if any, between the Other Transferor Companies and the Transferee Company will stand cancelled without any further act or deed and there shall be no further obligation / outstanding in that behalf. It is clarified that the cancellation of any inter-company investments shall be deemed to be effected as an integral part of the Scheme pursuant to Sections 230 to 232 and other applicable provisions of the Act without having to follow any separate process under the applicable provisions of the Act.

32.5 The difference (excess or deficit), if any, between the value of Net Assets acquired by the Transferee Company over aggregate value of consideration discharged by the Transferee Company to the shareholders of the Other Transferor Companies pursuant to Clause 30 of this Scheme and after giving effect to Clause 32.4 shall be recognized in accordance with the applicable Accounting Standards as notified under Section 133 of the Act and rules made thereunder, as amended from time to time, in the books of account of the



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Transferee Company. ("**Net Assets**" shall be computed as the value of total assets less the value of total liabilities of the Other Transferor Companies as recorded in the books of Transferee Company in terms of Clause 32.2 of the Scheme.)

32.6 If considered appropriate for the purpose of application of uniform accounting methods and policies between the Other Transferor Companies and Transferee Company, the Transferee Company may make suitable adjustments in compliance with the applicable Accounting Standards as notified under Section 133 of the Act and rules made thereunder, as amended from time to time.

32.7 To comply with the relevant laws, Income Tax Act and applicable Accounting Standards, the Transferee Company (by its Board of Directors) may alter or modify the provisions of the Clauses 32.1 to 32.6, as they may deem fit and consider necessary, to settle any question arising out of the Scheme.

32.8 *Accounting treatment in the books of the Other Transferor Companies:*

The Other Transferor Companies shall stand dissolved without being wound up, upon Part III of the Scheme becoming effective, hence no accounting treatment is being prescribed under this Scheme in the books of the Other Transferor Companies.

33. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

33.1 Unless otherwise agreed amongst the Parties in writing, during the period between the date of approval of the Scheme by the Boards of the Parties and the Effective Date:

- (i) the Other Transferor Companies and the Transferee Company shall carry on their respective businesses in the ordinary course and shall continue to operate, manage, expand and grow their

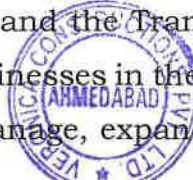


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respective business consistent with past practice in trust and good faith and in accordance with Applicable Law;

- (ii) the Other Transferor Companies and the Transferee Company shall be entitled, pending the sanction of this Scheme by the Tribunal, to apply to the Appropriate Authorities concerned, as necessary under Applicable Law, for transfer/issuance of Permits which the Transferee Company may require to carry on the business of the Other Transferor Companies or to give effect to the Scheme.
- (iii) With effect from the Appointed Date, all the profits or income accruing or arising to Other Transferor Companies or expenditure or losses arising to or incurred by Other Transferor Companies including accumulated losses, shall for the purpose and intents be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses or accumulated losses (as the case may be) of Transferee Company.

34. SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of the Scheme, the amalgamation of the Other Transferor Companies with the Transferee Company under Part III of the Scheme shall not affect any transaction or proceedings already concluded by the Other Transferor Companies until the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Other Transferor Companies in respect thereto as acts, deeds and things made, done or executed by or on behalf of the Transferee Company.



35. RESOLUTIONS



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Upon the coming into effect of this Scheme, the resolutions/powers of attorney passed/executed, if any, by the Other Transferor Companies, as are considered necessary by the Board of the Transferee Company and that are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions and powers of attorney passed/executed by the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the new aggregate limits for each of the subject matters covered under such resolutions/powers of attorneys for the purpose of the Transferee Company.

36. DISSOLUTION OF THE OTHER TRANSFEROR COMPANIES

- 36.1 Upon the Scheme becoming effective, the Other Transferor Companies shall stand dissolved without being wound up, without any further act, instrument or deed and the Boards and any committees thereof of the Other Transferor Companies shall without any further act, instrument or deed be and stand discharged.
- 36.2 Upon the Scheme being effective and on allotment of equity shares by Transferee Company, the equity shares of the Other Transferor Companies (whether in electronic form and/or physical form) held by Other Eligible Shareholders shall automatically stand cancelled / extinguished without requiring any further act / deed. Upon Part III of the Scheme becoming effective, the names of the Other Transferor Companies shall be struck off from the RoC records.



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PART IV
GENERAL TERMS & CONDITIONS

37. CONSOLIDATION OF AUTHORISED CAPITAL AND AMENDMENT TO MEMORANDUM AND ARTICLES OF ASSOCIATION OF TRANSFEREE COMPANY

37.1 Capital Clause:

- i) Upon this Scheme becoming effective, the aggregate of authorised Share Capital of Transferor Companies as on the Effective Date, shall stand transferred, merged and combined with the authorised Share Capital of the Transferee Company as on the Effective Date, pursuant to the Scheme without any further act or deed and including payment of any stamp duty or registration fees payable to the RoC to the extent already paid by the Transferor Companies. For this purpose and in terms of provisions of Section 232(3)(i) of the Act and other applicable provisions, if any, the stamp duty and the aggregate fees already paid by the Transferor Companies on the authorised Share Capital of the Transferor Companies shall be utilised and applied to the increased authorised Share Capital of the Transferee Company and there would be no requirement for any other further payment of stamp duty and / or fee by the Transferee Company for increase in the authorised Share Capital to that extent. The authorised Share Capital of the Transferee Company shall automatically stand increased to that effect by virtue of the Scheme becoming effective and no separate procedure shall be required to be followed under the Act. Consequently, with effect from the Effective Date, Clause V of the Memorandum of Association of the Transferee Company shall, without any act, instrument or deed, be and stand altered, modified and amended



accordingly pursuant to Section 13 and other applicable provisions of the Act.

- ii) Pursuant to the Scheme becoming effective and consequent upon the amalgamation of Transferor Companies with the Transferee Company, the authorised Share Capital of the Transferee Company will be as under:

| Particulars | Amount (INR) |
|--|---------------------|
| Authorized Share Capital of Transferee Company (before Amalgamation) | |
| <u>Authorised Share Capital</u> | |
| 1,50,00,000 Equity Shares of Rs. 10 each | 15,00,00,000 |
| Total | 15,00,00,000 |
| Pursuant to Part II - Amalgamation of Transferor Company 1 with Transferee Company | |
| <u>Authorised Share Capital</u> | |
| 1,51,50,000 Equity Shares of Rs. 10 each | 15,15,00,000 |
| Total | 15,15,00,000 |
| Pursuant to Part III - Amalgamation of Other Transferor Companies with Transferee Company | |
| <u>Authorised Share Capital</u> | |
| 1,51,70,000 Equity Shares of Rs. 10 each | 15,17,00,000 |
| 10,000 Preference Shares of Rs. 10 each | 1,00,000 |
| Total | 15,18,00,000 |

- iii) Upon the increase in the Authorised Share Capital of Transferee Company, the Authorised Share Capital of Transferee Company shall, without any further act, instrument or deed stand reclassified as consisting of only equity shares of Rs. 10 each.

Consequently, upon the coming into effect of this Scheme, the Authorised Share Capital of Transferee Company shall be Rs. 15,18,00,000 (Rupees Fifteen Crores Eighteen Lakhs Only)



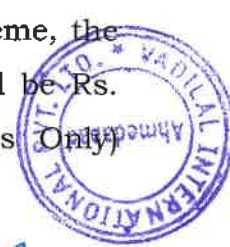
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comprising of 1,51,80,000 (One Crore Fifty-One Lakh Eighty Thousand) equity shares of Rs. 10 (Rupees ten) each, without any further act or deed. It is clarified that the approval of the members of the Transferee Company to the Scheme under Sections 230 to 232 of the Act, shall be deemed to be their consent / approval under Sections 13, 61 and 64 and any other applicable provisions under the Act to the reclassification of share capital and consequential alteration of the Memorandum and Articles of Association of the Transferee Company as may be required under the Act and the Transferee Company shall not be required to seek separate consent / approval of its shareholders for such alteration of the Memorandum and Articles of Association of the Transferee Company.

- iv) Clause V of the Memorandum of Association of Transferee Company shall, upon the coming into effect of this Scheme and without any further act or deed, be replaced by the following Clause:

"The Authorised Share Capital of the Company is Rs. 15,18,00,000 (Rupees Fifteen Crores Eighteen Lakhs Only) divided into 1,51,80,000 (One Crore Fifty-One Lakh Eighty Thousand) equity shares of Rs. 10 (Rupees ten) each."

- v) Further, the Transferee Company shall, if necessary and to the extent required, increase its Authorised Share Capital, to facilitate issue of shares under this Scheme, by following the requisite procedure and on payment of applicable requisite fees and duties and the approval of the shareholders of the Transferee Company under Section 230 to 232 of the Act shall be deemed to be the approval for increase in the authorised share capital of the

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- vi) Clause V of the Memorandum of Association of the Transferee Company relating to the Authorised Share Capital shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 13, 14, 61, 64 and 230-232 of the Act and other applicable provisions of the Act, as the case may be and be amended accordingly.
- vii) It is clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent / approval also to the consequential alteration of the Memorandum and Articles of Association of the Transferee Company as may be required under the Act and the Transferee Company shall not be required to seek separate consent / approval of its shareholders for such alteration of the Memorandum and Articles of Association of the Transferee Company.

37.2 Object Clause:

- i) Upon the Scheme becoming effective, the Object Clause of the Transferee Company, i.e. Clause III-A of the Memorandum of Association of the Transferee Company shall stand amended as per Annexure 1.
- ii) Upon the approval of the Scheme by the members of the respective companies pursuant to Sections 230 to 232 and other applicable provisions of the Act, it shall be deemed that the members of the Transferee Company have also resolved and accorded all relevant consents under Section 13 or other applicable provisions of the Act for the commencement of any business or activities carried on by Transferor Companies in relation to the objects contained in the Memorandum of Association of the Transferee Company to the extent the same may be considered applicable. In particular, the Transferee Company would be allowed to commence the new business



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added as above upon the Scheme becoming effective. It is clarified that there will be no need to pass a separate resolution as required under Section 13 or any other provisions of the Act.

- iii) Under the accepted principle of Single Window Clearance, it is hereby provided that the aforesaid amendments in the Memorandum of Association and Articles of Association of the Transferee Company viz. change in the Capital Clause and Object Clause referred above, shall become operative on the Scheme being effective by virtue of the fact that the shareholders of the Transferee Company, while approving the Scheme as a whole, have also resolved and accorded the relevant consents as required under Sections 13, 14, 61, 64 or other applicable provisions of the Act and shall not be required to pass separate resolutions as required under the Act, nor any additional fees (including fees and charges to the relevant Registrar of Companies) or stamp duty, shall be payable by the Transferee Company. However, the Transferee Company shall, if necessary and to the extent required, increase its authorized share capital, to facilitate issue of shares under this Scheme, on payment of applicable requisite fees and duties.

38. TAX CREDITS

Upon the Scheme becoming effective, the Companies shall have the right to revise their respective financial statements, if required, and returns, along with prescribed forms, filings and annexures under the Tax Laws to give effect to the provisions of the Scheme. Further, upon the Scheme becoming effective, the Companies are expressly permitted to revise their respective Tax returns including tax deducted at source (TDS) certificates/ returns, goods and service tax returns and claim refunds, advance tax credits, goods and service tax credits, set off, etc., and their right to make such revisions in the



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related Tax returns and related certificates, as applicable, and the right to claim refunds, adjustments, credits, set-offs, advance tax credits pursuant to the sanction of this Scheme and the Scheme becoming effective is expressly reserved. Such returns shall be filed based on reconstructed accounts drawn up with effect from respective Appointed Dates and any Tax including Minimum Alternate Tax shall be computed accordingly. Further, the Companies shall have the right to revise the aforesaid returns, notwithstanding that the statutory period for such revision and filing may have expired. The Companies would not be under any obligation to circulate the financial statements prepared in accordance with this clause to their shareholders.

39. DIVIDENDS

39.1 The Parties shall be entitled to declare and pay dividends, to their respective shareholders in respect of the accounting period ending 31 March 2025 and such future accounting periods consistent with the past practice or in ordinary course of business, whether interim or final.

39.2 It is clarified that the aforesaid provisions in respect of declaration of dividends (whether interim or final) are enabling provisions only and shall not be deemed to confer any right on any shareholder of the Parties to demand or claim or be entitled to any dividends which, subject to the provisions of the said Act, shall be entirely at the discretion of the respective Boards of the Companies, and subject to approval, if required, of the shareholders of the Parties.

40. PROPERTY IN TRUST

40.1 Notwithstanding anything contained in this Scheme, until any property, asset, license, approval, permission, Permit, contract,



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agreement and rights and benefits arising therefrom and pertaining to the Transferor Companies are transferred, vested, recorded, effected and/ or perfected, in the records of the Appropriate Authority(ies), regulatory bodies or otherwise, in favour of the Transferee Company, the Transferee Company shall be deemed to be authorized to enjoy the property, asset or the rights and benefits arising from the license, approval, permission, contract or agreement as if it were the owner of the property or asset or as if it were the original party to the license, approval, permission, Permit, contract or agreement. It is clarified that till entry is made in the records of the Appropriate Authority(ies) and till such time as may be mutually agreed by the aforesaid companies, the Transferor Companies shall continue to hold the property and / or the asset, license, permission, approval as the case may be in trust on behalf of the Transferee Company.

41. APPLICATIONS / PETITIONS TO NCLT

41.1 The Parties shall dispatch, make and file all applications and petitions under Sections 230 to 232 and other applicable provisions of the Act before the Tribunal, for sanction of this Scheme under the provisions of Applicable Laws, and shall apply for such approvals as may be required under Applicable Laws.

41.2 The Transferee Company shall be entitled, pending the effectiveness of the Scheme, to apply to any Appropriate Authority, if required, under any Applicable Laws for such consents and approvals, as agreed amongst the Parties, which the Parties may require to effect the transactions contemplated under the Scheme, in any case subject to the terms as may be mutually agreed in writing amongst the Parties.



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41.3 On the Scheme being approved by the requisite majority of the shareholders and / or creditors of the Transferor Companies and the Transferee Company, whether at meeting or otherwise, as prescribed under the law and / or as directed by the NCLT or such other Appropriate Authority, the Transferor Companies and the Transferee Company shall dispatch and file respective petitions before the Tribunal or such other appropriate authority for sanctioning of the Scheme under Section 230 to 232 and other applicable provisions of the Act, and for such other order or orders, as the Tribunal or such other authority may deem fit for sanctioning/giving effect to this Scheme.

42. MODIFICATION OR AMENDMENTS TO THE SCHEME

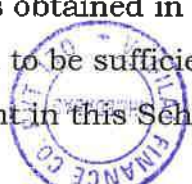
42.1 Unless otherwise agreed amongst the Parties in writing, the Boards of the Parties may (i) jointly make any modifications or amendments to this Scheme at any time and for any reason whatsoever, at their full and absolute discretion, or which may otherwise be considered necessary, desirable or appropriate, and (ii) jointly consent to any conditions or limitations that the Tribunal or any other Authority may impose.

42.2 It is clarified that if any modifications are required post satisfaction of the conditions precedent mentioned in Clause 44 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.

42.3 The consent or approval of the shareholders and creditors of each of the Parties obtained in accordance with the Act, as applicable, shall be deemed to be sufficient for the purpose of effecting modification / amendment in this Scheme before or after the Effective Date and no



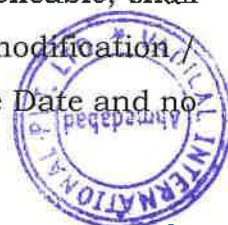
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separate consent or approval of shareholders and creditors of the Parties shall be required for effecting any modification / amendment in the Scheme.

43. REMOVAL OF DIFFICULTIES

43.1 Unless otherwise agreed amongst the Parties in writing, the Parties through their respective Boards may jointly give such directions and agree to take steps, as may be necessary, desirable or proper, to resolve all doubts, difficulties or questions arising under this Scheme, whether by reason of any orders of Tribunal or of any directive or orders of any Appropriate Authority, under or by virtue of this Scheme in relation to the arrangement contemplated in this Scheme and/ or matters concerning or connected therewith or in regard to and of the meaning or interpretation of this Scheme or implementation thereof or in any manner whatsoever connected therewith, or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any of those to the extent permissible under Applicable Laws, and also do all such acts, deeds and things as may be necessary, desirable or expedient for carrying the Scheme into effect.

44. CONDITIONALITY OF THE SCHEME

44.1 This Scheme is and shall be conditional upon and subject to:

- (i) VIL having received observation letter/no-objection letter from the Stock Exchanges in respect of the Scheme, pursuant to Regulation 37 and other applicable regulations of the Listing Regulations read with SEBI Scheme Circular without imposition of any adverse conditions which is not acceptable to the Parties;



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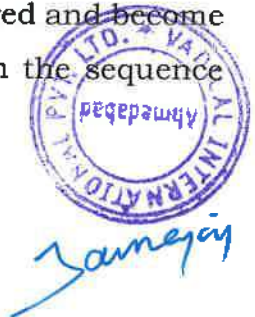
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- (ii) this Scheme being approved by the respective requisite majority of each class of members and creditors as applicable or as may be required under the Act and as may be directed by the Tribunal;
- (iii) this Scheme being approved by the majority of the public shareholders of VIL by way of voting in terms of paragraph 10(a) of the SEBI Scheme Circular and the votes cast by the public shareholders in favour of this Scheme being more than the number of votes cast by the public shareholders against the Scheme;
- (iv) this Scheme being sanctioned by the Tribunal and / or any other competent authority, as may be applicable under Section 230 to 232 and other applicable provisions of the Act without imposition of any adverse condition which is not acceptable to the Parties and receipt of certified copy of the Sanction Order;
- (v) the certified copies of the Sanction Order having been filed by the Parties with the RoC; and
- (vi) obtaining all approvals and sanctions of such Appropriate Authorities as is necessary for consummating the amalgamation, as may be applicable and as may be determined by the Parties.

45. SEQUENCE OF EVENTS

45.1 Upon sanction of this Scheme and upon this Scheme becoming effective, the following shall be deemed to have occurred and become effective and operative on the Effective Date, only in the sequence and in the order mentioned hereunder:



- (i) filing of the certified copies of the Sanction Order with the RoC by each of the Transferor Companies and the Transferee Company, pursuant to which, the amalgamation of the Transferor Companies with the Transferee Company in accordance with this Scheme shall become effective;
- (ii) transfer and vesting of all assets and Liabilities of Transferor Company 1 into and with Transferee Company in accordance with Part II of the Scheme;
- (iii) transfer and vesting of all assets and Liabilities of the Other Transferor Companies into and with Transferee Company in accordance with Part III of the Scheme;
- (iv) consolidation of authorized Share Capital of the Transferee Company and amendment of the memorandum of association of the Transferee Company in accordance with Part IV of the Scheme; and
- (v) dissolution of the Transferor Companies without being wound up and cancellation of the shares of the Transferor Companies, in accordance with the Scheme;
- (vi) issuance and allotment of Scheme Shares by the Transferee Company to the Eligible Shareholders of the Transferor Companies in accordance with the terms of this Scheme.

45.2 It is hereby clarified that submission of this Scheme to the Tribunal and to the Appropriate Authorities for their respective approvals is without prejudice to all rights, interests, titles or defences that the Companies may have under or pursuant to all Applicable Laws.

45.3 On the approval of this Scheme by the shareholders, creditors and such other classes of Persons of the said Companies, if any, such



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shareholders, creditors and classes of Persons shall also be deemed to have resolved and accorded all relevant consents under the Act or otherwise to the same extent applicable in relation to merger set out in this Scheme, related matters and this Scheme itself.

46. EFFECT OF NON-RECEIPT OF APPROVALS AND MATTERS RELATING TO REVOCATION/ WITHDRAWAL OF THIS SCHEME

46.1 Unless otherwise agreed amongst the Parties in writing: (i) the Parties acting jointly, not singly, shall be at liberty to withdraw the Scheme, as may be mutually agreed amongst the respective Boards of the Parties at any time before the Effective Date, and (ii) in the event of withdrawal, no rights and liabilities whatsoever shall accrue to or be incurred by the respective Parties or their shareholders or creditors or employees or any other Person, and each of the Parties shall bear its own costs and expenses.

47. SEVERABILITY

47.1 The provisions contained in this Scheme are inextricably inter-linked with the other provisions and the Scheme constitutes an integral whole. The Scheme would be given effect to, only if the Scheme is approved in its entirety and given effect to in accordance with the terms of the Scheme, except to the extent that the Parties may otherwise agree in writing.

47.2 Subject to Clause 47.1 above, if any part of this Scheme is found to be unworkable or unenforceable for any reason whatsoever, then it is the intention of the Parties that such part shall be severable from the remainder of this Scheme and this Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to the Parties, in which case the Parties, acting through their respective Boards, shall attempt to bring about



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a modification in this Scheme, as will best preserve for the Parties, the benefits and obligations of this Scheme, including but not limited to such part, which is invalid, ruled illegal or rejected by the Tribunal or any court of competent jurisdiction, or unenforceable under present or future Applicable Laws.

48. RECONSTRUCTION OF ACCOUNTS

Upon coming into effect of this Scheme, the financial statements of the Transferor Companies and Transferee Company prepared in accordance with the provisions of the Act and rules made thereunder, as amended from time to time, as and from the respective Appointed Date, may be reconstructed, if required, in accordance with and pursuant to the terms of this Scheme and necessary impact of the same may be provided in such financial statements of respective companies.

49. COSTS, CHARGES & EXPENSES

Save as expressly otherwise agreed amongst the Parties in writing, all costs, charges, Taxes including duties, levies and all other expenses such as stamp duty and registration fee of any deed, document, instrument or Tribunal's order including this Scheme, if any, incurred by any of the Parties in carrying out and implementing this Scheme and matters incidental thereto, shall be borne and paid as may be decided by mutual agreement between the Transferor Companies and the Transferee Company.

50. NO CAUSE OF ACTION

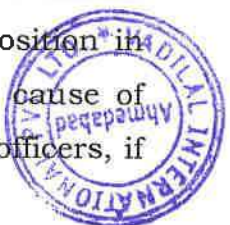
No third party claiming to have acted or changed his position in anticipation of this Scheme taking effect, shall get any cause of action against the Parties or their respective directors or officers, if



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the Scheme does not take effect or is withdrawn, amended or modified for any reason whatsoever.



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Annexure 1: Object clause of Transferee Company

To carry on business of importing, exporting, buying, selling and/or distributing all kinds of the commercial and/or industrial gases, including gases in liquid form such as oxygen acetylene, argon, nitrogen, carbon dioxide, nitrous oxide, freon and for these purposes (a) To manufacture, buy, sell, and/or distribute all types and sizes of gas cylinders and/or containers such as low pressure gas cylinders, high pressure gas cylinders and high and low pressure liquid containers and/or (b) To give on hire bases, to acquire on hire basis all types of gas cylinders mentioned in para (a) above and all types of vehicles mentioned below in para (c), (c) To own, hire, acquire, procure or deal in Motor wagons, Motor lorries, Motor cars, Motor buses, Motor cabs, Motor cycles, Motor Tampo, Jeeps, Lorries, Motor Tractors, Mopeds, Scooters, Station Wagons, Auto-Rikshaws, Rixas, cycles, vehicles and conveyance Vans of all kinds (d) To carry on the business of manufacture of and dealers in Ice, Dry Ice, Ice-cream and build, manage, run or give and take on lease Ice and Ice-cream factories, To carry on the business in India and elsewhere in the world, as importer, exporter, consultant, adviser, designer and to acquire from or sell to any person, firm, body corporate or unincorporate, know-how, technical & managerial information, trademark, copyright, brand, wordmark, formula, method, design, plans, blue print, drawings, layout or any other similar property useful for manufacturing, fabricating, installing, maintaining of factories, workshop, plant, machinery required for the manufacture of ice-cream, dairy products, fruit products & juices thereof, its preservation and transportation and to acquire, grant licence, franchise, other rights and benefits in the foregoing matters, to render any kind of managerial, technical and financial consultancy services and to carry on the business of market research, advertisement and publicity organisers, sales promotion agents, general advisers, technical & marketing consultants on consideration either in cash, share capital, royalty, licence fees, participation in profits, commission or lumpsum payment, to carry on the business of buying, selling, reselling, importing, exporting, transporting,



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storing, promoting, marketing or supplying, trading, dealing in any manner whatsoever in all type of goods inter-alia including milk and milk products, skim milk powder, other dairy products, textiles, steel, cement, all types of chemicals including specialty chemicals, all types of gases including industrial gases, bullion, commodities etc. and any other kind of merchandise and products of any kind on retail as well as on wholesale basis in India or elsewhere, to render all kinds of services inter-alia including management, technical and consultancy services in India or elsewhere, To acquire by purchase, lease, exchange, hire or otherwise, land and / or building property of any tenure, nature or kind, and to construct or cause to be constructed the building or the estate as per its scheme for and on behalf of the members and to hold land and / or building constituting the estate of the Company for the use and occupation and the benefits of the members, to allot to the members the units of accommodation in the estate of the Company and confirm the possession thereof unto the respective members from time to time, to manage, administer, operate and maintain as Stewards the estate of the Company and supervise, make available (provide) the utility and common amenities to the members occupying the Units in the estates of the Company.



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