

**SCHEME OF AMALAGAMATION
(by way of Merger by Absorption)**

**UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE
PROVISIONS OF THE COMPANIES ACT, 2013**

OF

**ENLEARN EDUCATION PRIVATE LIMITED
(TRANSFEROR COMPANY)**

INTO AND WITH

**LIGHTHOUSE LEARNING PRIVATE LIMITED
(TRANSFeree COMPANY)**

AND

THEIR RESPECTIVE SHAREHOLDERS



Mayy.



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PREAMBLE

This Scheme of Merger by Absorption (herein after referred to as “*the Scheme*”) is formulated and presented under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 and the rules framed there under including any statutory modifications or re-enactments thereof, if any and in accordance with the provisions of Section 2(1B), 47 and other relevant provisions of the Income-tax Act, 1961 for Amalgamation of Enlearn Education Private Limited (Transferor Company) with Lighthouse Learning Private Limited (Transferee Company).

1. BACKGROUND OF THE COMPANIES

Enlearn Education Private Limited (hereinafter referred to as ‘**Enlearn**’ or the ‘**Transferor Company**’) is a private limited company bearing CIN - U80302MH2010PTC416800, a company incorporated under the Companies Act, 1956 on the 12th January 2010. The Registered Office is situated at 801, Windsor, Off Vidyanagri Marg, Kalina, Santacruz East, Vidyanagari, Mumbai, Mumbai- 400098, Maharashtra, India. It is currently engaged in the business of providing various services including but not limited to management services, admission services, recruitment services, IT services, etc to the educational institutions.

1.1. **Lighthouse Learning Private Limited** (hereinafter referred to as ‘**Lighthouse**’ or the ‘**Transferee Company**’) is a private limited company bearing CIN U93000MH2009PTC196084, a company incorporated under the Companies Act, 1956 on 29th September 2009 under the name of ‘EuroSchool International Limited’. Later on, the Transferee Company was converted into a private limited company and a fresh certificate of incorporation was issued on 19th June 2013. Thereafter, the Transferee Company changed its name to ‘Lighthouse Learning Private Limited’ and consequent to such change, a fresh certificate of incorporation was issued by Registrar of Companies on 8th April 2021. The Registered Office of the company is situated at Unit Nos. 801- 803, 8th floor, Windsor, off C.S.T. Road, Vidyanagari Marg, Kalina, Santacruz (East), Mumbai, Maharashtra - 400098. It is currently engaged in the business of providing education to



children by setting up owned schools playschools and kindergarten programs (Pre-K) and K-12 programs/education across India and through franchisees. It is also engaged in purchase and sale of school related welcome kits, equipments & uniforms, supporting other K-12 schools in admissions, examination, curriculum and other ancillary services, and leasing of properties of educational institutions.

2. RATIONALE AND PURPOSE OF THE SCHEME

- 2.1. During financial year 2022-2023, the Transferee Company as a part of its business expansion plan, through a share purchase agreement, acquired the entire stake of the Transferor Company as a stepping-stone towards acquisition of the existing business of the Transferor Company, which was completed on 27 March 2023.
- 2.2. The Transferee Company and the Transferor Company are engaged in similar business under the same sector being the education and allied sector. Further, the Transferor Company is a wholly owned subsidiary of Transferee Company wherein the entire paid up share capital is held by the Transferee Company along with its nominees.
- 2.3. Accordingly, the management of the Transferor Company and the Transferee Company have decided to consolidate the business of the Transferor Company in a single entity i.e. the Transferee Company with effect from the Appointed Date by way of amalgamation under this scheme of Merger by Absorption. Further, the amalgamation of the Transferor Company with the Transferee Company would inter alia also have the following benefits:
- Consolidation of similar businesses under single entity and achieve simplified corporate structure, eliminate duplicate corporate procedures and facilitate in exploiting the significant potential for growth;
 - Result in optimizing and leveraging existing resources of these companies for the most beneficial utilization of these factors in the combined entity. Further, it would be advantageous to combine the activities and operations of all these companies in a single entity and



build strong capabilities to effectively meet future challenges in the competitive business environment;

- Result in elimination of duplicate work, reduction in overheads, better and more productive utilization of financial, human and other resource and enhancement of overall business efficiency and also to enable companies to combine their managerial and operation strength, to build wider capital and financial base and to promote and secure overall growth;
- Result in significant reduction in multiplicity of legal and regulatory compliances which at present is required to be made separately by the Transferor Company and the Transferee Company;
- Better value creation for the shareholders of the company and improved competitive position of the combined entity in the market; and
- Greater efficiency in cash management of the Transferee Company and unfettered access to cash flow generated by the combined business which can be deployed more efficiently to fund organic and inorganic growth opportunities. The proposed amalgamation would enhance the shareholders' value of the Transferor Company and the Transferee Company.

2.4. There is no likelihood that any creditor of the Transferor Company or the Transferee Company will be prejudiced as a result of the Scheme (*as defined hereinafter*). The Scheme will neither impose any additional burden on the shareholders of the Transferor Company, nor will it adversely affect the interests of any of the shareholders or creditors of the Transferor Company and Transferee Company. Further, the Scheme is only for the merger by absorption of the Transferor Company with the Transferee Company and is not an arrangement with the creditors of any of the entities involved.

2.5. The merger of the Transferor Company with the Transferee Company pursuant to and in accordance with this Scheme shall take place with effect from the Appointed Date and shall be in accordance with Section 2(1B) and other applicable provisions of the Income-tax Act, 1961.



PARTS OF THE SCHEME

This Scheme is divided into the following parts:

Part I deals with the definitions of terms used in this Scheme, the details of the share capital of the parties and date of taking effect and implementation of this Scheme;

Part II deals with the merger of Enlearn Education Private Limited into and with Lighthouse Learning Private Limited, on a going concern basis; and

Part III deals with general terms and conditions that would be applicable to this Scheme.

PART I: DEFINITIONS, SHARE CAPITAL AND DATE OF TAKING EFFECT AND IMPLEMENTATION OF THE SCHEME

3. DEFINITIONS

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

- 3.1. **'Act'** or **'the Act'** the Companies Act, 2013 and rules made thereunder, including any statutory modifications, re-enactments or amendments thereof for the time being in force as the case may be.
- 3.2. **'Amalgamation'** or **'Merger by Absorption'** means merger of Transferor Company into and with Transferee Company by this Scheme and in terms and accordance with Section 2(1B) and other applicable provisions of the Income-tax Act, 1961.
- 3.3. **'Appointed Date'** for the purpose of Income-tax Act, 1961 and Scheme, Appointed Date means 1 April 2023;
- 3.4. **'Applicable Law'** or **'Law'** means any applicable national, foreign, provincial, local or other law including applicable provisions of all (a) constitutions, decrees, treaties, statutes, laws (including the common law),



codes, notifications, rules, regulations, policies, guidelines, circulars, directions, directives, ordinances or orders of any Appropriate Authority, statutory authority, court, tribunal having jurisdiction over the parties; (b) approvals; and (c) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Appropriate Authority having jurisdiction over the parties as may be in force from time to time

3.5. **'Appropriate Authority'** means:

- (a) the government of any jurisdiction (including any national, state, municipal or local government or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, tribunal, central bank, commission or other authority thereof;
- (b) any public international organization or supranational body and its institutions, departments, agencies and instrumentalities; and
- (c) any governmental, quasi-governmental or private body or agency lawfully exercising or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, tax, importing, exporting or other governmental or quasi-governmental authority including without limitation the Tribunal (as defined hereinafter).

3.6. **'Board'** or **'Board of Directors'** means and includes the respective Board of Directors of Transferor Company and Transferee Company as the case may be, or any committee constituted by the Board of Directors of any of the respective Companies for the purpose of this Scheme.

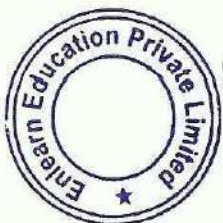
3.7. **'Effective Date'** means the date or last of the dates on which the certified / authenticated copy of the order of the National Company Law Tribunal, Mumbai ('NCLT') sanctioning this Scheme is filed with the Registrar of Companies, Mumbai by the Transferor Company and the Transferee Company.

3.8. **'Government'** means any applicable Central, State Government or local body, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof



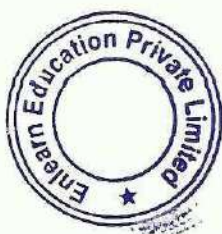
or arbitration or arbitral body having jurisdiction over the territory of India.

- 3.9. **'Input Tax Credit'** means CENVAT Credit as defined under the CENVAT Credit Rules, 2004 and GST Input credit as defined in Central Goods & Service Tax Act, 2017 ('CGST'), Integrated Goods & Service Tax Act, 2017 ('IGST') and respective State Goods & Service Tax laws ('SGST') and any other tax credits under any indirect tax law (including Goods & Services Tax Rules/ Act) for the time being in force.
- 3.10. **'NCLT'** means the Honorable National Company Law Tribunal, Mumbai Bench having jurisdiction over Transferor Company and Transferee Company for the purpose of approving any scheme of compromises, arrangement and merger of companies under Sections 230 to 232 and other applicable sections of the Companies Act, 2013.
- 3.11. **'ROC'** means the Registrar of Companies, Mumbai.
- 3.12. **'Scheme of Merger by Absorption** or **'Scheme'** or **'the Scheme'** or **'this Scheme'** or **'Scheme of Amalgamation'** means this Scheme of Merger by absorption of Transferor Company into and with Transferee Company and their respective shareholders, in its present form with or without any modification(s) made under clause 20, as may be approved by the Board of Directors of the Transferor Company and Transferee Company and as submitted with the NCLT, subject to such modifications as approved or directed by the NCLT.
- 3.13. **'Transferor Company'** means 'Enlearn Education Private Limited' or 'Enlearn' bearing CIN :U80302MH2010PTC416800.
- 3.14. **'Transferee Company'** means 'Lighthouse Learning Private Limited' or 'Lighthouse' bearing CIN U93000MH2009PTC196084.
- 3.15. **'Undertaking of Transferor Company'** means and includes the whole of the undertaking and entire business on a going concern including:
- a) All the assets and properties, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible



or intangible, present or contingent and including but not limited to land and building (freehold or leasehold), all plant and machinery, vehicles, fixed assets, work in progress, current assets, reserves, provisions, funds, owned, leased, licenses, registrations, certificates, permissions, consents, approvals from state, central, municipal or any other authority for the time being in force, concessions, remissions, remedies, subsidies, guarantees, bonds, rights and licenses, tenancy rights, premises, hire purchase, lending arrangements, benefits of security arrangements, security contracts, computers, insurance policies, office equipment, telephones, telexes, facsimile connections, communication facilities, equipment and installations and utilities, electricity, water and other service connections, contracts and arrangements, master service agreements, pricing agreements, technology/ technical agreements, powers, authorities, permits, allotments, privileges, liberties, advantages, easements and all the right, title, interest, goodwill, non- compete fee, benefit and advantage, deposits including security deposits, reserves, preliminary expenses, provisions, advances, receivables, deposits, funds, investments of all kinds (including shares, scripts, stocks, bonds, debenture stocks, units or pass through certificates), cash, bank balances, accounts and all other rights, benefits of all agreements, subsidies, grants, incentives, tax and other credits (including but not limited to credits in respect of income-tax, minimum alternate tax i.e. tax on book profits, tax deducted at source, tax collected at source, value added tax, central sales tax, sales tax, CENVAT, excise duty, service tax, goods and service tax ('GST') etc.), all losses (including but not limited to brought forward tax losses, tax unabsorbed depreciation, brought forward book losses, unabsorbed depreciation as per books), tax benefits and other claims and powers, all books of accounts, documents and records of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Company as on the Appointed Date;

- b) All intellectual property rights including patents, designs, copyrights, trademarks, brands (whether registered or otherwise), records, files, papers, computer programs, manuals, data, catalogues, sales material,



lists of customers and suppliers, other customer information and all other records and documents relating to the Transferor Company business activities and operations whether recorded in the books of Transferor Company or not;

- c) Right to any claim not preferred or made by the Transferor Company in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Company and any interest thereon, with regard to any law, act or rule or Scheme made by the Government, and in respect of set-off, carry forward of unabsorbed losses and/ or unabsorbed depreciation, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, etc. under the Income-tax Act, 1961, or taxation laws of other countries, or any other or like benefits under the said statute(s) or under and in accordance with any law or statute, whether in India or anywhere outside India;
- d) All debts (secured and unsecured), liabilities including contingent liabilities, duties, leases of the Transferor Company and all other obligations of whatsoever kind, nature and description. Provided that, any reference in the security documents or arrangements entered into by the Transferor Company and under which, the assets of the Transferor Company stand offered as a security, for any financial assistance or obligation, the said reference shall be construed as a reference to the assets pertaining those Transferor Company only as are vested in Transferee Company by virtue of the Scheme and the Scheme shall not operate to enlarge security for any loan, deposit or facility created by Transferor Company which shall vest in Transferee Company by virtue of the merger and Transferee Company shall not be obliged to create any further or additional security thereof after the merger has become effective;
- e) All other obligations of whatsoever kind, including liabilities of the Transferor Company with regard to their employees with respect to the payment of gratuity, pension benefits and the provident fund or compensation, if any, in the event of resignation, death, voluntary retirement or retrenchment; and
- f) All employees, as on the Effective Date, engaged by the Transferor Company at various locations.



It is intended that the definition of Undertaking under this clause will enable the transfer of all property, assets, rights, duties, obligations, entitlements, benefits, employees and liabilities of Transferor Company into Transferee Company pursuant to this Scheme.

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning as prescribed to them under the Companies Act 2013, the Income-Tax Act, 1961, or any other applicable laws, rules, regulations, bye laws, as the case may be, including any statutory modification or re-enactment thereof from time to time.

4. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the NCLT, unless otherwise specified in the Scheme, shall be effective from the Appointed Date but shall be operative from the Effective Date. Therefore, for all regulatory and tax purposes, the merger would have been deemed to be effective from the Appointed Date of this Scheme.

5. SHARE CAPITAL

5.1. The authorized, issued, subscribed and paid-up share capital of the Transferor Company as on 31 January, 2024 is as under:

Particulars	Amount (in Rs)
<u>Authorised Share Capital</u>	
50,000 equity shares of Rs. 10/- each	500,000
TOTAL	500,000
<u>Issued, Subscribed and Paid-up Share Capital</u>	
10,000 equity shares of Rs. 10/- each	100,000
TOTAL	100,000



The entire paid-up equity share capital of the Transferor Company is held by the Transferee Company, along with its nominees.

5.2. The authorized, issued, subscribed and paid-up share capital of Transferee Company as on 31 January, 2024 is as under:

Particulars	Amount (in Rs)
<u>Authorised Share Capital</u>	
36,134,201 equity shares of Rs. 10/- each	361,342,010
108 Class A equity shares of Rs. 10/- each	1,080
93 Class B equity shares of Rs. 10/- each	930
649 Class C equity shares of Rs. 10/- each	6,490
117,764,949 preference shares of Rs. 10/- each	1,177,649,490
TOTAL	1,539,000,000
<u>Issued, Subscribed and Paid-up Share Capital</u>	
8,507,366 equity shares of Rs. 10/- each	85,073,660
164,735 partly paid-up equity shares of Rs. 1/- each	164,735
25,030,493 partly paid optionally convertible redeemable preference shares of Rs. 0.50/- each	12,515,246.5
TOTAL	97,753,641.5

The Transferee Company has issued 47,049,313 optionally convertible redeemable preference shares of Rs. 10/- each fully paid-up amount to Rs 470,493,130 stated as 'Other Equity' and 'Borrowings' in the financial statement of the Transferee Company as per the applicable accounting standards. Considering the above, the total paid up-capital of the Transferee Company is Rs. 568,246,771.5.

PART II: MERGER OF THE TRANSFEROR COMPANY INTO AND WITH THE TRANSFEE COMPANY AND OTHER RELATED MATTERS

4. TRANSFER AND VESTING

4.1. Subject to the provisions of this Scheme as specified herein and upon the coming into effect of this Scheme and with effect from the Appointed



Date, the entire Undertaking of Transferor Company shall be transferred to and vested in or be deemed to be transferred to and vested in Transferee Company, as a going concern, without any further act, deed, instrument, in the following manner:

- a) Upon this scheme coming into effect, all assets including movable and immovable properties and liabilities of whatsoever nature and wheresoever situated, shall, under the provisions of Section 230 to Section 232 and all other applicable provisions, if any, of the Act, without any further act or deed (save as provided in Sub-clauses (b), (c) and (d) below), be transferred to and vested in and/ or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become as from the Appointed Date the Undertaking of Transferor Company and to vest in the Transferee Company all the rights, title, interest or obligations therein;

Provided that for the purpose of giving effect to the vesting order passed under Section 232 in respect of this Scheme, the Transferee Company shall be entitled to get effected the change in the title and the appurtenant legal right(s) upon the vesting of such properties in accordance with the provisions of the Act, at the office of the respective registrar of assurances or any other concerned authority, where any such property is situated.

- b) Upon the coming into effect of this Scheme, the mutation of the ownership or title, or interest in the immovable properties of the Transferor Company if any in favor of the Transferee Company shall be made and duly recorded by the appropriate authorities pursuant to the sanction of this Scheme and it becoming effective in accordance with the terms thereof;
- c) Upon the coming into effect of this Scheme, all the movable assets of the Transferor Company including cash in hand, if any, capable of passing by manual delivery or constructive delivery or by endorsement and delivery, shall be so delivered or endorsed and delivered, as the case may be, to the Transferee Company, to the end and intent that the ownership and property therein passes to the



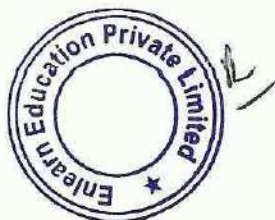
Transferee Company on such handing over in pursuance of the provisions of Section 232 of the Act (as an integral part of the Undertaking of the Transferor Company). The plant and machinery (if any) of the Transferor Company, which are fastened to land and/or buildings continue to remain movable properties inter alia because the said plant and machinery are fastened to land only with a view to have better enjoyment of the movable properties.

- d) Upon the coming into effect of this Scheme, in respect of all movables, other than those specified in sub-clause (c) above, including trade receivables, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, local and other authorities and bodies, customers and other persons, the same shall, without any further act, instrument or deed, be transferred to and stand vested in and/or be deemed to be transferred to and stand vested in the Transferee Company under the provisions of the Act.
- e) Upon the coming into effect of this Scheme and with effect from the Appointed Date, in relation to the assets, properties and rights including tenancy rights, rights arising from contracts, deeds, instruments and agreements, if any, which require separate documents of transfer including documents for attornment or endorsement, as the case may be, the Transferee Company will execute the necessary documents of transfer including documents for attornment or endorsement, as the case may be, as and when required or will enter into a novation agreement, it being clarified for abundant caution that any shareholders' agreement executed by the Transferor Company shall automatically transfer to the Transferee Company on the Appointed Date.
- f) Upon the coming into effect of this Scheme and with effect from the Appointed Date all liabilities including but not limited to all secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations forming part of the Undertaking of the Transferor Company or otherwise, all other obligations (including any



guarantees, letter of credit or any other instrument or arrangement which may give rise to a contingent liability in whatever form) whether relating to and comprised in any of the Undertaking or otherwise, of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized for its business activities and operations of the Transferor Company, shall, pursuant to the sanction of this Scheme by the NCLT and under the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, along with any charge, encumbrance, lien or security thereon, and the same shall be assumed by the Transferee Company to the extent they are outstanding on the Effective Date so as to become the liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company, and the Transferee Company shall meet, discharge and satisfy the same, further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this clause.

- g) Upon the coming into effect of this Scheme and with effect from the Appointed Date, all debts, liabilities (including deferred tax liability), duties, guarantees, indemnities and obligations of every kind, nature, description, whether or not provided for in the books of accounts and whether disclosed or undisclosed in the balance sheet shall also, of the Transferor Company, under the provisions of the Act, without any further act or deed, be transferred to or be deemed to be transferred to the Transferee Company on the same terms and conditions, as applicable, so as to become as from the Appointed Date the debts, liabilities, duties, guarantees, indemnities and obligations of the Transferee Company and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties, guarantees, indemnities and obligations have arisen, in order to give effect to the provisions of this sub-clause.



However, the Transferee Company may, at any time, after the coming into effect of this Scheme in accordance hereof, if so required, under any law or otherwise, execute deeds of confirmation in favor of the creditors, or lenders, as the case may be, or in favor of any other party to the contract or arrangement to which the Transferor Company are a party or any writing, as may be necessary, in order to give formal effect to the provisions mentioned herein. The Transferee Company shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Company as well as to implement and carry out all such formalities and compliances referred to above.

- h) The transfer and vesting of the Undertaking of the Transferor Company as aforesaid shall be subject to the existing securities, charges and mortgages, if any, subsisting, over or in respect of the property and assets or any part thereof of the Transferor Company.

Provided however, that any reference in any security documents or arrangements (to which the Transferor Company are a party) pertaining to the assets of the Transferor Company offered or agreed to be offered as security for any financial assistance or obligations, shall be construed as reference only to such assets, as are offered or agreed to be offered as security, pertaining to the Transferor Company as is vested in the Transferee Company by virtue of the aforesaid clauses, to the end and intent that such security, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of the Transferor Company or any of the assets of the Transferee Company. Further, the filing of the certified copy of the order of the NCLT sanctioning this Scheme with the relevant Registrar of Companies, Maharashtra, Mumbai shall be deemed to be sufficient for creating or modifying the charges in favour of the secured creditors, if any, of the Transferor Company, as required as per the provisions of this Scheme.



- i) Upon the coming into effect of this Scheme and with effect from the Appointed Date, all existing and future incentives, unavailed credits and exemptions, benefit of carried forward losses, refunds available and other statutory benefits, including in respect of income tax (including tax deducted at source, tax collected at source and advance tax), excise (including MODVAT/ CENVAT), customs, VAT, sales tax, service tax (including input credit), goods and service tax etc. which Transferor Company are entitled to shall be available to and vest in Transferee Company.
- j) Upon the coming into effect of this Scheme, in so far as the various registrations, benefits, incentives, subsidies, special status and other benefits or privileges enjoyed (including minimum alternate tax, sales tax, excise duty, custom duty, service tax, value added tax, goods and service tax and other incentives), granted by any Government body, local authority or by any other person and availed of by the Transferor Company (collectively, the "Benefits"), the same shall vest with and be available to the Transferee Company on the same terms and conditions as presently available to the Transferor Company, upon the Transferee Company intimating the concerned authority or undertaking the necessary actions for the transfer and /or the Board of Directors of the Transferee Company will be authorized to seek approval or enter into an agreement with the concerned authority and/ or undertake such other activity as is necessary for being eligible for the Benefits availed by the Transferor Company.
- k) Upon coming into effect of this Scheme and till such time that the names of the bank accounts of the Transferor Company including but not limited to balances with scheduled banks in current accounts and in deposit accounts are replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank account of the Transferor Company, in their names, in so far as may be necessary. All cheques and other negotiable instruments, deposit slips, payment orders received or presented for encashment which are in the name of the Transferor Company 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. The Transferee Company shall be allowed to maintain bank accounts in the name of Transferor Company for such time as may be determined to be necessary by the Transferee Company for presentation and deposition of cheques and pay orders that have been issued in the name of the Transferor Company.

- l) Upon the coming into effect of this Scheme and with effect from the Appointed Date, all permits, quotas, rights, entitlements, tenancies and licenses relating to brands, trademarks, patents, copy rights, privileges, powers, facilities of every kind and description of whatsoever nature in relation to the Undertaking of the Transferor Company and which are subsisting or having effect immediately before the Appointed Date, shall be and remain in full force and effect in favor of the Transferee Company and may be enforced fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a beneficiary or obligee thereto.
- m) Upon the coming into effect of this Scheme and with effect from the Appointed Date, any statutory licenses (of all kinds and whatsoever in nature related to the business of the Transferor Company), permissions, approvals and/ or consents held by the Transferor Company as required to carry on its operations shall stand vested in, or transferred to, the Transferee Company without any further act or deed and shall be appropriately mutated by the statutory authorities or any other person concerned therewith in favor of the Transferee Company. The benefit of all statutory and regulatory permissions, licenses, environmental approvals and consents including the statutory licenses, permissions or approvals or consents required to carry on the operations of the Transferor Company shall vest in, and become available to, the Transferee Company upon the Scheme coming into effect.



- n) All legal proceedings of whatsoever nature by or against the Transferor Company pending and/ or arising at the Appointed Date shall be continued and/ or enforced until the Effective Date by the Transferor Company. As and from the Effective Date, the legal proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company.

Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the Amalgamation or anything contained in the Scheme.

On and from the Effective Date, the Transferee Company may initiate any legal proceedings in relation to the Transferor Company in the same manner and to the same extent as would or might have been initiated by the Transferor Company. On or after the Appointed Date, if any proceedings are taken against the Transferor Company, the same shall be defended by and at the cost of the Transferee Company.

- o) Without prejudice to the above provisions, with effect on and from the Appointed Date, all inter-party transactions between the Transferor Company and the Transferee Company per se shall be considered as intra-party transactions for all purposes on and from the Appointed Date

- 4.2. The Transferee Company, under the provisions of this Scheme, is hereby authorized or be deemed to be authorized to execute all and any writings on behalf of the Transferor Company, to implement and carry out all formalities and compliances in relation to the above mentioned clause(s), if required.

5. CONSIDERATION



Upon the coming into effect of the Scheme, and in consideration for the transfer of and vesting of the properties, assets and liabilities and Undertaking of the Transferor Company in the Transferee Company in terms of this Scheme, the Transferee Company shall not be required to issue any shares, since the entire paid up share capital of the Transferor Company is held by the Transferee Company along with its nominees. Accordingly, the entire paid up share capital held by the Transferee Company in the Transferor Company, either individually or through nominee, shall be cancelled.

6. ACCOUNTING TREATMENT

On the Scheme taking effect and with effect from Appointed Date the Transferee Company shall account for amalgamation of the Transferor Company with the Transferee Company in its books of accounts as under:

- 6.1. Amalgamation of the Transferor Company with the Transferee Company shall be accounted for in accordance with accounting prescribed under Indian Accounting Standard (IND AS) 103 as specified under Section 133 of the Companies Act, 2013 read with the Companies (Indian Accounting Standards) Rules, 2015 and the Ind AS Transition Facilitation Group Clarifications, or any other relevant or related requirement under the Companies Act, 2013 as may be applicable.
- 6.2. In accordance with "Pooling of interest method" laid down by Appendix C of Ind AS 103 (Business Combination under common control), all assets, reserves and liabilities of the Transferor Company as on the Appointed Date and transferred to and vested in the Transferee Company pursuant to the Scheme shall be recorded by the Transferee Company at their respective book values as appearing in the consolidated financial statements of the Transferee Company prior to the merger and in the same form.
- 6.3. The intragroup assets and liabilities, inter-corporate deposits/ loans and advances and other receivables/ payables between the Transferee Company and the Transferor Company will stand cancelled and there shall



be no further obligation in that behalf. The value of all investments held by the Transferee Company in the Transferor Company shall stand cancelled pursuant to amalgamation and there shall be no further rights and obligations in that behalf.

- 6.4. The surplus/ deficit, if any arising after taking the effect of clause 6.2 after adjustment of clause 6.3 shall be transferred to Capital Reserve/Retained Earnings respectively in the financial statements of the Transferee Company.
- 6.5. In case of any differences in accounting policy between the Transferee Company and the Transferor Company, accounting policies followed by the Transferee Company shall prevail and the impact of the same shall be quantified and appropriately adjusted in accordance with the accounting policies followed by the Transferee Company to ensure that the financial statements reflect the financial position on the basis of consistent accounting policy.
- 6.6. On the Scheme becoming effective, the financial information in the financial statements of Transferee Company in respect of prior periods should be restated as if the business combination had occurred from the beginning of the preceding period in the financial statements, irrespective of the actual date of the combination. However, if business combination had occurred after that date, the prior period information shall be restated only from that date.
- 6.7. Any matter not dealt with in Clauses hereinabove shall be dealt with in accordance with the requirement of applicable Ind AS.

7. BOOKS AND RECORDS OF TRANSFEEE COMPANY

All books, records, files, papers, engineering and process information, building plans, business plans, databases, catalogues, quotations, advertising materials, if any, lists of present and former clients and all other books and records, whether in physical or electronic form, of the Transferor Company, to the extent possible and permitted under applicable laws, be handed over by them to the Transferee Company.



8. COMPLIANCE WITH TAX LAWS

- 8.1. This Scheme has been drawn up to comply with the conditions as specified under Section 2(1B) of the Income-tax Act, 1961 and other relevant provisions of the Income-tax Act, 1961 involving merger as aforesaid. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section at a later date including resulting from a retrospective amendment of law or for any other reason whatsoever, till the time the Scheme becomes effective, the provisions of the said section of the Income-tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income-tax Act, 1961 and other relevant provisions of the Income-tax Act, 1961, as per the Transferor Company and the Transferee Company's consent, in accordance with their respective articles of association.
- 8.2. Upon the Scheme becoming effective, the Transferor Company and the Transferee Company are expressly permitted to revise their financial statements and returns along with prescribed forms, filings and annexure under the Income-tax Act, 1961, (including for the purpose of re-computing tax on book profits and claiming other tax benefits), GST laws, central sales tax laws, excise duty laws, service tax law, goods and service tax law and other tax laws, and to claim refunds and/or credits for taxes paid (including minimum alternate tax, tax deducted at source, etc.), and to claim tax benefits, etc., and for matters incidental thereto, if required to give effect to the provisions of the Scheme from the Appointed Date, notwithstanding that the period for filing / revising such returns and claiming refunds / credits may have lapsed.
- 8.3. All tax assessment proceedings/ appeals of whatsoever nature by or against the Transferor Company pending and/or arising at the Appointed Date and relating to the Transferor Company shall be continued and/or enforced until the Effective Date as desired by the Transferee Company. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to



the same extent as would or might have been continued and enforced by or against the Transferor Company.

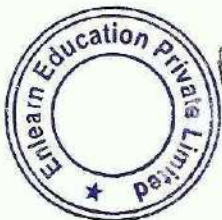
Further, all tax proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the merger of the Transferor Company with the Transferee Company or anything contained in the Scheme.

- 8.4. Any tax liabilities under the Income-tax Act, 1961, Customs Act 1962, Service Tax laws, Goods and Service Tax Laws and other applicable State Value Added Tax laws or other applicable laws / regulations dealing with taxes / duties / levies allocable or related to the Transferor Company to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to Transferee Company. Any surplus in the provision for taxation / duties / levies account including advance tax, tax deducted at source and tax collected at source as on the date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company.
- 8.5. Any refund under the Income-tax Act, 1961, Customs Act 1962, Service Tax laws, Goods and Service Tax Laws and other applicable State Value Added Tax laws or other applicable laws/ regulations dealing with taxes/ duties/ levies allocable or related to the Transferor Company available on various electronic forms (including Form 26AS/registration) and due to the Transferor Company consequent to the assessment made on the Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received available on various electronic forms (including Form 26AS/registration) by the Transferee Company.
- 8.6. All taxes/ credits including income-tax, tax on book profits, credit on Minimum Alternate Tax under section 115JAA of the Income-tax Act, 1961, sales tax, excise duty, custom duty, service tax, value added tax, goods and service tax or any other direct or indirect taxes as may be applicable, etc. paid or payable by the Transferor Company in respect of



the operations and/ or the profits of the Undertaking before the Appointed Date, shall be on account of the Transferor Company and, in so far as it relates to the tax payment (including, without limitation, income-tax, tax on book profits, sales tax, excise duty, custom duty, service tax, value added tax, goods and service tax etc.) whether by way of deduction at source, collection at source, self-assessment tax, advance tax, MAT credit or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly. Further, any tax deducted at source or tax collected at source by the Transferor Company/ Transferee Company on payables to Transferee Company/ the Transferor Company respectively which has been deemed not to be accrued, shall be deemed to be advance taxes paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

- 8.7. Obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company under the Income-tax Act, 1961, service tax laws, customs law, state value added tax, Goods and Service tax laws or other applicable laws / regulations dealing with taxes/ duties / levies shall be made or deemed to have been made and duly complied with by the Transferee Company.
- 8.8. Upon the Scheme becoming effective, the Transferee Company shall be entitled to claim refunds or credits, including Input Tax Credits, with respect to taxes paid by, for, or on behalf of, the Transferor Company under applicable laws, including income tax, sales tax, value added tax, service tax, GST, CENVAT or any other tax, whether or not arising due to any inter se transaction, even if the prescribed time limits for claiming such refunds or credits have lapsed. For the avoidance of doubt, Input Tax Credits already availed off or utilised by the Transferor Company and the Transferee Company in respect of inter se transactions shall not be adversely impacted by the cancellation of inter se transactions pursuant to this Scheme.



- 8.9. All compliances with respect to taxes or any other law between the respective Appointed Date and Effective Date done by the Transferor Company shall, upon the approval of this Scheme, be deemed to have been complied by the Transferee Company. Without prejudice to the above, upon the Scheme becoming effective, the Transferee Company is also expressly permitted to revise or modify or make adjustments as permitted in the respective tax legislations, its income-tax returns, TDS returns (including TCS), sales tax returns, excise & CENVAT returns, service tax returns, GST returns, other tax returns, notwithstanding that the period for filing / revising such returns may have lapsed and to obtain TDS certificates (including TCS), including TDS and TCS certificates relating to transactions between or amongst the Transferor Company and the Transferee Company, and to claim refunds, advance tax, minimum alternate tax credits and withholding tax credits, benefits of carry forward of accumulated losses, etc., pursuant to the provisions of this Scheme.
- 8.10. In accordance with the CENVAT Credit Rules, 2004 framed under Central Excise Act, 1944, state value added tax and GST as are prevalent on the Effective Date, the unutilized credits relating to excise duties, state value added tax, GST and service tax paid on inputs / capital goods / input services lying in the accounts of the Undertaking of the Transferor Company shall be permitted to be transferred to the credit of the Transferee Company, (including in electronic form / registration), as if all such unutilized credits were lying to the account of the Transferee Company. The Transferee Company shall accordingly be entitled to set off all such unutilized credits against the excise duty / service tax/ GST payable by it.
- 8.11. Without prejudice to the generality of the above, all benefits, refunds, incentives, losses, credits (including, without limitation income tax, tax on book profits, service tax, applicable state value added tax, goods and service tax etc.) to which the Transferor Company are entitled to in terms of applicable laws, shall be available to and vest in the Transferee Company (including in electronic form / registration), upon this Scheme coming into effect.

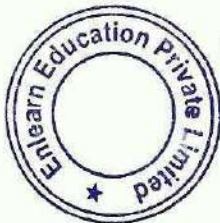


8.12. It is further clarified that the Transferee Company shall be entitled to claim deduction under Section 43B of the Income-tax Act, 1961 in respect of unpaid liabilities, transferred to it as part of the Undertaking, to the extent not claimed by the Transferor Company, as and when the same are paid subsequent to the Appointed Date.

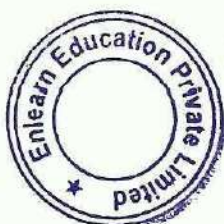
9. CONTRACTS, DEEDS, CONSENTS AND OTHER INSTRUMENTS

9.1. Upon the coming into effect of this Scheme and subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements, instruments, licenses, engagements, certificates, permissions, consents, approvals, concessions and incentives (minimum alternative tax, sales tax, excise duty, custom duty, service tax, value added tax, goods and service tax and other incentives), remissions, remedies, subsidies, guarantees and other instruments, if any, of whatsoever nature to which the Transferor Company are a party or to the benefit of which the Transferor Company may be eligible and which have not lapsed and are subsisting or having effect on the Effective Date shall be in full force and effect against or in favor of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as applicable as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee or obligor thereto or thereunder.

9.2. Upon the coming into effect of this Scheme and subject to the other provisions of this Scheme, the Transferee Company may enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which the Transferor Company will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or if so considered necessary. The Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.



- 9.3. The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central Government, State Government or any other agency, department or other authorities concerned as may be necessary under law, for such consents, approvals and sanctions which Transferee Company may require to own and operate the Undertakings of Transferor Company.
- 9.4. For the avoidance of doubt and without prejudice to the generality of the foregoing, upon the coming into effect of the Scheme and with effect from the Appointed Date, all consents, permissions, licences, certificates, clearances, authorities, powers of attorney given by, issued to, or executed in favour of the Transferor Company shall stand transferred to the Transferee Company as if the same were originally given by, issued to, or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company
- 9.5. It is hereby clarified that by virtue of the provisions of the Scheme and pursuant to the order of the NCLT sanctioning the Scheme, upon the Scheme coming into effect, all rights, services, obligations, liabilities, responsibilities undertaken by or in favour of the Transferor Company under any contractual arrangements (including, without limitation, any shareholders agreements executed by the Transferor Company) shall automatically stand transferred to and vested in and/ or shall be deemed to have been transferred to and vested in the Transferee Company and all benefits to which the Transferor Company is entitled to shall be available to and vested in and/ or shall be deemed to have been available to and vested in the Transferee Company, as a successor-in-interest and the Transferee Company shall be entitled and obliged to deal with the same in place and stead of the Transferor Company, as if the same were originally performed or conferred upon or given or issued to or executed in favour of the Transferee Company, and the rights and benefits under the same will be available to the Transferee Company, in each instance, without any further act or deed. The Transferee Company shall discharge all its obligation, including, in respect of the services to be performed/ provided



or in respect of payment of service charges under any contractual arrangements, instead of the Transferor Company.

- 9.6. The above shall not affect any transaction or proceedings or contracts or deeds already concluded by the Transferor Company on or before the Appointed Date and after the Appointed Date till the Effective Date. The Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of itself.

10. LEGAL AND OTHER PROCEEDINGS

- 10.1. Upon the Scheme becoming effective, all legal and other proceedings including before any statutory or quasi-judicial authority or tribunal of whatsoever nature by or against the Transferor Company pending and/or arising at the Appointed Date shall be continued and/or enforced by or against Transferee Company only, to the exclusion of the Transferor Company in the same manner and to the same extent as would have been continued and enforced by or against the Transferor Company.

- 10.2. Further, the aforementioned proceedings shall not abate or be discontinued nor in any way be prejudicially affected by reason of merger by way of absorption of the Transferor Company into the Transferee Company as applicable or anything contained in the Scheme.

- 10.3. On and from the Effective Date, the Transferee Company shall and may, if required, initiate any legal proceedings in relation to the Transferor Company in the same manner and to the same extent as would or might have been initiated by the Transferor Company.

11. STAFF, WORKMEN AND EMPLOYEES

- 11.1. On the Scheme coming into effect, all staff, workmen and employees (if any, including those on sabbatical / maternity leave) of the Transferor Company in service on the Effective Date shall stand transferred and vested and / or be deemed to have become staff, workmen and employees of the Transferee Company with effect from the Effective Date without

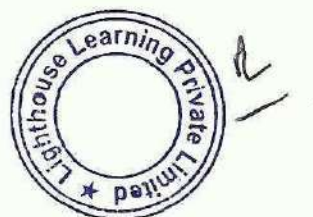


any break or interruption in their service and on the terms and conditions not less favorable than those applicable to them with reference to the Transferor Company on the Effective Date. The position, rank and designation of the employees would however be decided by the Transferee Company.

11.2. It is expressly provided that, in so far as the gratuity fund, provident fund and super annuation fund (hereinafter referred as "Fund or Funds") created or existing for the benefit of the staff, workmen and employees of the Transferor Company is concerned, upon the Scheme coming into effect, the Transferor Company shall be substituted by the Transferee Company for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Fund or Funds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such Fund or Funds shall become those of the Transferee Company and all the rights, duties and benefits of the staff, workmen and employees of the Transferor Company under such Fund or Funds shall be protected, subject to the provisions of law for the time being in force. It is clarified that the services of the staff, workmen and employees of the Transferor Company will be treated as having been continuous for the purpose of the Fund or Funds and for other benefits such as long service awards.

11.3. In so far as the Fund or Funds created or existing for the benefit of the employees (including employee stock option schemes, if any) of the Transferor Company is concerned, upon the coming into effect of this Scheme, balances lying in the accounts of the employees of the Transferor Company in the Fund or Funds as on the Effective Date shall stand transferred from the respective Fund or Funds of the Transferor Company to the corresponding Fund or Funds set up by the Transferee Company.

12. SAVING OF CONCLUDED TRANSACTIONS



Subject to the terms of this Scheme, the transfer and vesting of Undertaking of Transferor Company under clauses on Transfer And Vesting of Transferor Company into Transferee Company above, the effectiveness of contracts and deeds under clause 9 - Contracts, Deeds, Consents and Other Instruments above and continuance of proceedings by or against the Transferee Company under clause 10 - Legal and Other Proceedings above shall not affect any transaction or proceedings or contracts or deeds already concluded by the Transferor Company on or before the Appointed Date and after the Appointed Date till the Effective Date. The Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of itself.

13. BUSINESS AND PROPERTY IN TRUST FOR TRANSFEE COMPANY

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

- a) The Transferor Company shall carry on and be deemed to have carried on its business and activities and shall stand possessed of whole of its Undertaking of Transferor Company, in trust for the Transferee Company and shall account for the same to the Transferee Company.
- b) Any income or profit accruing or arising to the Transferor Company and all costs, charges, expenses and losses (including brought forward losses, book losses, etc.) or taxes (including but not limited to advance tax, tax deducted at source, minimum alternative tax, credit, taxes withheld, etc.), incurred by the Transferor Company shall for all purposes be treated as the income, profits, costs, charges, expenses and losses or taxes, as the case may be, of the Transferee Company and shall be available to the Transferee Company for being disposed off in any manner as it thinks fit.

PART III: GENERAL TERMS AND CONDITIONS



14. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

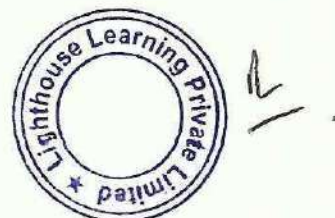
14.1. With effect from the Appointed Date and up to the Effective Date:

- a. The Transferor Company shall carry on their business with reasonable diligence and in the same manner as they have been doing hitherto in normal course.
- b. The Transferor Company shall carry on its business and activities with reasonable diligence, business prudence and shall not and shall not without the prior consent in writing of any of the persons authorized by Board of Directors of the Transferee Company:
 - i. Sell, alienate, charge, mortgage, encumber, or otherwise deal with or dispose of the assets comprising the Undertaking of Transferor Company or any part thereof or undertake any financial commitments of any nature whatsoever, except in the ordinary course of business.
 - ii. Nor shall undertake any new business or substantially expand its business.

14.2. The Transferor Company shall continue to comply with the provisions of the Act, including those relating to preparation, presentation, circulation and filing of accounts as and when they become due for compliance.

14.3. The Transferor Company shall not make any modification to its capital structure either by an increase (by issue of rights shares, bonus shares, convertible debentures or otherwise), decrease, reclassification, subdivision or re-organization, or in any other manner whatsoever, except by mutual consent of the Board of Directors of Transferor Company and Transferee Company, as the case may be.

14.4. With effect from the Effective Date, the Transferee Company shall commence and carry on and shall be authorized to carry on the businesses carried on by the Transferor Company.



15. CONSOLIDATION OF AUTHORISED SHARE CAPITAL AND AMENDMENT OF MEMORANDUM AND ARTICLES OF ASSOCIATION

15.1. Upon this Scheme becoming effective, the aggregate of authorized share capital of Transferor Company as mentioned in clause 5.1 i.e. Rs. 500,000/- shall be added to the Authorized Share Capital of the Transferee Company and the Transferee Company shall reclassify Rs. 1,080 Class A equity shares of Rs. 10/- each, 930 Class B equity shares of Rs. 10/- each and 6,490 Class C equity shares of Rs. 10/- each as equity shares of the Transferee Company. Accordingly, the Transferee Company shall increase its authorized share capital and reclassify the shares into equity shares of the Transferee Company as on the Effective Date, without any further act or deed and without any further payment of the stamp duty or the registration fees and accordingly Clause IV of the Memorandum of Association shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 13, 14 and 61 of the Companies Act, 2013, as the case may be, in the manner set out below and be replaced by the following clause:

“The Authorized Share Capital of the Company is Rs. 1,539,500,000 (Rupees One Hundred Fifty Three Crore Ninety Five Lakhs Only) and is divided as follows:

- (a) 36,185,051 (Three Crore Sixty One Lakh Eighty Five Thousand and Fifty One only) Equity Shares of Rs.10/- (Rupees Ten only) each;
- (b) (b) 117,764,949 (Eleven Crore Seventy Seven Lakh Sixty Four Thousand Nine Hundred and Forty Nine only) preference shares of Rs. 10/- (Rupees Ten only) each”

15.2. In order to carry on the activities currently being carried on by the Transferor Company, upon coming into effect of the Scheme, the main objects in the memorandum of association of the Transferee Company shall be amended to include the main objects contained in the memorandum of association of each of Transferor Company.



- 15.3. Pursuant to the scheme, the Transferee company shall file the requisite forms with the Registrar of Companies for Alteration and reclassification of its Authorised Share Capital
- 15.4. Under the accepted principle of Single Window Clearance, it is hereby provided that the above referred amendment in the Memorandum and Articles of Association of the Transferee Company, viz. Change in the Capital Clause 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 respectively under Section 13, 14, 61 and 230-232 of the Companies Act, 2013 or any other provisions of the Act and shall not be required to pass separate resolutions as required under the Act.

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 alteration of the Memorandum and Articles of Association of the Transferee Company as may be required under the Act.

16. DIVIDENDS AND PROFITS

- 16.1. The Transferor Company and the Transferee Company shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period prior to the Effective Date.
- 16.2. It is clarified, however, that the aforesaid provisions in respect of declaration of dividend are enabling provisions only and shall not be deemed to confer any right on any member of the Transferor Company to demand or claim any dividend which subject to the provisions of the Act, shall be entirely at the discretion of the Board of Directors and subject, wherever necessary, to the approval of the shareholders of the Transferee Company.

17. DISSOLUTION OF THE TRANSFEROR COMPANY



17.1. Pursuant to the Effective Date, the Transferor Company shall, without any further act or deed, matter or thing, stand dissolved without winding up.

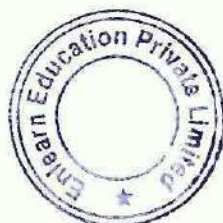
17.2. Even after the Scheme becomes effective, the Transferee Company as applicable shall be entitled to operate all bank accounts relating to Transferor Company and realize all the monies and complete and enforce all pending contracts and transactions in the name of Transferor Company insofar as may be necessary until the transfer and vesting of rights and obligation of Transferor Company to the Transferee Company under this Scheme is formally effected by the parties concerned.

18. APPLICATIONS TO THE NCLT OR SUCH OTHER APPROPRIATE AUTHORITY

18.1. The Transferor Company and the Transferee Company shall, with all reasonable dispatch, make Applications to the NCLT or such other appropriate authority under Sections 230 of the Act, seeking orders for dispensing with or convening, holding and conducting of the meetings of the respective classes of the shareholders of the Transferor Company and the Transferee Company as may be directed by the NCLT or such other appropriate authority.

18.2. On the Scheme being agreed to by the requisite majorities of the classes of the shareholders and of the Transferor Company and the Transferee Company, whether at a meeting or otherwise, as prescribed under law and / or as directed by the NCLT or such other appropriate authority, the Transferor Company and the Transferee Company shall, with all reasonable dispatch, apply to the NCLT or such other appropriate authority for sanctioning the Scheme under Sections 230 to 232 of the Act, and for such other order or orders, as the said NCLT or such other appropriate authority may deem fit for carrying this Scheme into effect and for dissolution of the Transferor Company without winding-up.

19. RATIFICATION OR VALIDITY OF EXISTING RESOLUTIONS



19.1. Upon coming into effect of this Scheme, the resolutions, if any, of Transferor Company, which are valid and subsisting on the Effective Date shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have upper monetary or other limits being imposed under the provisions of the Act, or any other applicable provisions, then the said limits shall be added and shall constitute the aggregate of the said limits in the Transferee Company.

20. MODIFICATIONS / AMENDMENTS TO THE SCHEME

20.1. The Transferor Company and the Transferee Company, through unanimous approval by their Board of Directors may consent on behalf of all persons concerned, to any modifications or amendments of this Scheme or to any conditions which the NCLT and/or any other authorities under law may deem fit to approve of or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise in carrying out this Scheme and do all acts, deeds and things as may be necessary, desirable or expedient for putting this Scheme into effect, including but not limited to withdrawal of the Scheme before the Scheme is approved by the NCLT.

20.2. For the purpose of giving effect to this Scheme or to any modification, amendment or condition thereof, the Board of Directors of the Transferee Company are authorized to give such directions and/or to take such step as may be necessary or desirable including any directions for settling any question or doubt or difficulty whatsoever that may arise.

21. CONDITIONALITIES TO THE SCHEME

21.1. This Scheme is conditional upon and subject to:

- a) The approval of the Scheme by the requisite majority of the shareholders and creditors of the Transferor Company and the Transferee Company, unless the meeting of the shareholders and/or creditors of either or all the companies is dispensed with by the order of the NCLT; and



b) Sanctions under the provisions of Sections 230 and 232 of the Act and the necessary orders of NCLT under Section 232 of the Act being obtained and filed with the Registrar of Companies, Mumbai;

22. EFFECT OF NON RECEIPT OF APPROVALS / SANCTIONS AND / OR REVOCATION OF THE SCHEME

- 22.1. In the event of necessary sanctions and approvals not being obtained and/or complied with and/or satisfied and/or this Scheme not being sanctioned by the NCLT and/or order or orders not being passed by such date as may be mutually agreed upon by the respective Board of Directors of the Transferor Company and the Transferee Company, this Scheme shall stand revoked, cancelled and be of no effect.
- 22.2. In the event of revocation under clause 22.1 above, no rights and liabilities whatsoever shall accrue to or be incurred inter se the Transferor Company and the Transferee Company or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the Applicable law and in such case, each Company shall bear its own costs unless otherwise mutually agreed.
- 22.3. The Board of Directors of the Transferor Company and the Transferee Company shall be entitled to withdraw this Scheme anytime prior to the Effective Date.
- 22.4. Further, the Board of Directors of the Transferor Company and the Transferee Company shall be entitled to revoke, cancel and declare the Scheme of no effect if the Board of Directors of the Transferor Company and the Transferee Company are of view that the coming into effect of the Scheme in terms of the provisions of this Scheme or filing of the drawn up orders with any authority could have an adverse implication(s) on all or any of the Transferor Company or the Transferee Company.



22.5. If any part of this Scheme hereof is invalid, ruled illegal by any NCLT of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Transferor Company and the Transferee Company that such part shall be severable from the remainder of the Scheme. Further, if the deletion of such part of this Scheme may cause this Scheme to become materially adverse to the any of the Transferor Company and /or the Transferee Company, then in such case the Transferor Company and /or the Transferee Company shall attempt to bring about a modification in the Scheme, as will best preserve for the Transferor Company and the Transferee Company the benefits and obligations of the Scheme, including but not limited to such part.

23. SEQUENCING OF EVENTS

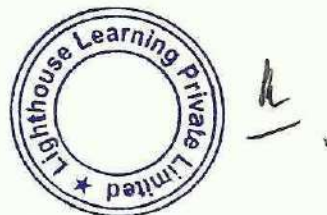
23.1. Upon the sanction of this scheme, and upon this scheme becoming effective, the following shall be deemed to have occurred / shall occur and become effective and operative, only in the sequence and in the order mentioned hereunder;

- a. Amalgamation of Transferor Company into Transferee Company in accordance with the Scheme.
- b. Dissolution of Transferor Company without winding up in accordance with clause 17 of Part C of this Scheme.

24. REMOVAL OF DIFFICULTIES

The Transferor Company and the Transferee Company may, through mutual consent and acting through the respective board of directors, agree to take steps, as may be necessary, desirable or proper, to resolve all doubts, difficulties or questions, whether by reason of any orders of the National Company Law Tribunal or any directives or orders of any governmental authorities or otherwise arising out of, under or by the virtue of this scheme in relation to the arrangement contemplated in this scheme and / or matters concerning or connected therewith.

25. SEVERABILITY



If any part of this scheme is invalid, ruled illegal by any court / governmental authority, or unenforceable under present or future laws, then it is the intention of the Transferee Company and the Transferor Company 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 either the Transferee Company or any of the Transferor Company, in which case the Transferee Company and Transferor Company may, through mutual consent and acting through their respective board of directors, attempt to bring about appropriate modification to this scheme, as will best preserve for each of them, the benefits and obligation of this scheme, including but not limited to such part.

26. REPEAL AND SAVINGS

The Transfer of assets, liabilities and business to, and the continuance of proceedings by or against, the Transferee Company as envisaged in this scheme shall not affect any transaction or proceedings already concluded by the Transferor Company or the Transferee Company on or before the Effective Date, to the end and intend that the Transferee Company shall be automatically deemed to accept and adopt all such acts, deed and things done or executed by Transferor Company.

27. COSTS, CHARGES AND EXPENSES

All taxes including duties (including the adjudication charges/ fees and stamp duty, if any, applicable in relation to this Scheme), levies and all other similar expenses, if any (save as expressly otherwise agreed) of the Transferor Company and the Transferee Company arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne and paid by the Transferee Company.

