



Ramky Infrastructure Limited

Registered Office:

Ramky Grandiose, 15th Floor
Sy.No. 136/2 & 4, Gachibowli
Hyderabad - 500 032
T: +91 40 2301 5000
E: secr@ramky.com
www.ramkyinfrastructure.com
CIN: L74210TG1994PLC017356

REF: RIL/2024-25/Merger/01
06th March, 2025

National Stock Exchange of India Limited
"Exchange Plaza", 5th Floor,
Plot No.C/1, G Block
Bandra-Kurla Complex
Bandra (East), Mumbai 400051.
Scrip Symbol: RAMKY

BSE Limited
Phiroze Jeejeebhoy Towers,
Dalal Street, Fort,
Mumbai 400001.
Scrip Code: 533262

Sub: Intimation under Regulation 30 read with Regulation 37 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ('Listing Regulations') -

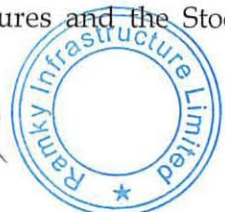
Scheme of Merger between Sehore Kosmi Tollways Limited (The "Transferor Company- 1") and Ramky Elsamex Hyderabad Ring Road Limited (The "Transferor Company- 2") (Wholly Owned Subsidiaries) with Ramky Infrastructure Limited ("Transferee Company") Holding Company.

We refer to our revised outcome of the Board meeting dated 24th January, 2025, wherein it was intimated that the Board of Directors of Ramky Infrastructure Limited ("the Company") at its Meeting held on 23rd January, 2025, subject to requisite approvals/consents, approved the Scheme of Merger between Sehore Kosmi Tollways Limited (The "Transferor Company- 1") and Ramky Elsamex Hyderabad Ring Road Limited (The "Transferor Company- 2") (Wholly Owned Subsidiaries) with Ramky Infrastructure Limited ("Transferee Company") (Holding Company), with the Company and their respective Shareholders under sections 230 to 232 and other applicable provisions of the Companies Act, 2013 with the Appointed Date as 1st April, 2024.

In terms of Regulation 37(6) of the Listing Regulations, the provisions of Regulation 37 of Listing Regulations are not applicable to draft schemes which solely provide for merger of a wholly owned subsidiary with its holding company. Hence, 'No Objection Letter' on the Merger Scheme is not required to be obtained from the Stock Exchanges on which equity shares of the Company are listed.

However, in accordance with the provisions of Regulation 37(6) of the Listing Regulations read with the provisions of SEBI Master Circular No. SEBI/HO/CFD/DIL1/CIR/P/2020/249 dated December 22, 2020, such draft schemes shall be filed with the Stock Exchanges for the purpose of disclosures and the Stock Exchanges shall disseminate the scheme documents on their websites.

Arul



Accordingly, the following documents are enclosed:

- i. Certified True Copy of the said Scheme,
- ii. Certified True Copy of the Extract of the Resolution passed by the Board of Directors of the Company dated 23rd January, 2025.

The details as required under Regulation 30 of Listing Regulations read with SEBI Circular No. CIR/CFD/CMD/4/2015 dated 9th September, 2015 were submitted to the Stock Exchanges vide our revised outcome of the Board meeting dated 24th January, 2025. A copy of the said disclosure is also attached as Annexure 1 for ready reference.

Kindly take the above on record.

Yours faithfully,

For RAMKY INFRASTRUCTURE LIMITED


Kesava Datta
Company Secretary
M. No.: A 61331



**Ramky Infrastructure Ltd.**

Ramky Grandiose, 15th Floor
 Sy.No. 136/2 & 4, Gachibowli
 Hyderabad - 500 032
 T: +91 40 2301 5000
 F: +91 40 2301 5100
 E: info@ramky.com
 www.ramkyinfrastructure.com
 CIN: L74210TG1994PLC017356

Date: 24.01.2025

Place: Hyderabad

To
BSE Limited,
 Phiroze Jeejeebhoy Towers,
 Dalal Street, Fort,
 Mumbai – 400 001.
Scrip Code: 533262

To,
National Stock Exchange of India Limited,
 Exchange Plaza, Bandra Kurla Complex,
 Bandra (East),
 Mumbai 400 051
Scrip Symbol: RAMKY

Dear Sir / Madam,

Sub: Amended Outcome of the Board Meeting in furtherance to the outcome given on 23.01.2025 at 5:58 P.M.

This is to inform you that the Board of Directors of the Company at its meeting held today i.e. on 23rd January 2025 has *inter-alia* considered and approved the following;

1. Approved Scheme of Amalgamation for the Merger of **SEHORE KOSMI TOLLWAYS LIMITED (THE "TRANSFEROR COMPANY- 1") AND RAMKY ELSAMEX HYDERABAD RING ROAD LIMITED (THE "TRANSFEROR COMPANY- 2")** (Wholly Owned Subsidiaries) with **RAMKY INFRASTRUCTURE LIMITED** (hereinafter referred to as "Transferee Company") Holding Company subject to necessary statutory and regulatory approvals under applicable laws. The details as required under Regulation 30 of the SEBI (LODR) Regulations, 2015 are furnished in Annexure A.

The Meeting commenced at 02:46 P.M. and concluded at 04:00 PM

Thanking you,
 Yours sincerely,

For RAMKY INFRASTRUCTURE LIMITED


Kesava Datta
Company Secretary
M. No - A61331



Encl: as above



Annexure A

Towards sustainable growth

Particulars	Details		
Name of the entity(ies) forming part of the amalgamation/merger, details in brief such as, size, turnover etc	Transferee Company (INR In Crores)		
	Name of the Entity	Revenue for the year ended 31 st March 2024 (Standalone)	Networth as on 31 st March 2024 (Standalone)
	RAMKY INFRASTRUCTURE LIMITED	2,033.19	1,259.14
	Transferor Companies (Wholly Owned Subsidiaries of RAMKY INFRASTRUCTURE LIMITED) (Rs. in Crores)		
	Name of the Entity	Revenue for the year ended 31 st March 2024 (Standalone)	Networth as on 31 st March 2024 (Standalone)
	Sehore Kosmi Tollways Limited	0	(10.21)
	Ramky Elsamex Hyderabad Ring Road Limited	0	48.11

Kuldeep

<p>Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"</p>	<p>The scheme involves the amalgamation of wholly owned subsidiary companies with the holding company. Therefore, it is exempted as per Regulation 23(5)(b) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and the Scheme is also exempt from the provisions of SEBI Master Circular No. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023.</p> <p>Furthermore, in accordance with the General Circular No. 30/2014 dated July 17, 2014, issued by the Ministry of Corporate Affairs, transactions resulting from compromises, arrangements, and amalgamations under the Companies Act, 2013, are not subject to the requirements of Section 188 of Companies Act, 2013.</p>
	<p>As the Transferor Companies, being wholly owned subsidiaries of the Company, is proposed to be amalgamated with the Company through the Scheme, there will be no issue of shares by the Transferee Company. Accordingly, no valuation will be required.</p> <p>Therefore, requirement of arm's length criteria is not applicable.</p>

Kuldeep



<p>Area of business of the entity(ies);</p>	<p>The Transferor Companies -</p> <p>Ramky Elsamex Hyderabad Ring Road Limited is in the Business of Design, Construction, Development, Operation and Maintenance of the Eight Lane access controlled Expressway Under Phase IIA, programme as an extension of Phase I of Outer Ring Road (ORR) to Hyderabad for the Package from Tukkuguda to Shamshabad from Km 121.000 to Km 133.63 on Build, Operate and Transfer (BOT) (Annuity) basis.</p> <p>Sehore Kosmi Tollways Limited is in the business of Designing, Engineering, Build, Procurement, Construction, Development, operation and maintenance and transfer of the two laning Sehore-Icchawar-Kosmi road section from 00.0 (Km) (near Sehore) to Km 50.120 on State Highway no.53 in the State of Madhya Pradesh on DBFOT on toll and annuity basis.</p> <p>The Transferee Company -</p> <p>RAMKY INFRASTRUCTURE LIMITED ("RIL) is one of the top construction and infrastructure development Companies in India with a successful track record of over 31 years. Almost all the projects which RIL takes up are mainly Government Projects. RIL has executed several prestigious projects for the Govt. of India, various State Govts, and public sector undertakings. RIL have executed / been executing Projects in almost all the States and Union Territories in India.</p>
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Rationale for amalgamation/ merger	<p>The merger will lead to improved efficiency in the overall combined business including eliminating inter corporate dependencies, minimize the administrative compliances and to maximize shareholders value.</p> <p>The merger will result in reduction in overheads including administrative, managerial and other expenditure, and optimal utilization of resources by elimination of unnecessary duplication of activities and related costs.</p> <p>Simplification of group structure by eliminating multiple companies within the group.</p>
In case of cash consideration – amount or otherwise share exchange ratio	<p>Since the Transferor Companies are wholly owned subsidiaries of the Transferee Company, no shares of the Transferee Company shall be allotted under the Scheme.</p>
Brief details of change in shareholding pattern (if any) of listed entity	<p>There will be no change in the shareholding pattern of the Company pursuant to the merger as no shares are being issued by the Company in connection with the Scheme.</p>

For RAMKY INFRASTRUCTURE LIMITED


Kesava Datta
Company Secretary
M. No - A61331



SCHEME OF AMALGAMATION

UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS

OF

THE COMPANIES ACT, 2013

OF

SEHORE KOSMI TOLLWAYS LIMITED

("TRANSFEROR COMPANY- 1")

AND

RAMKY ELSAMEX HYDERABAD RING ROAD LIMITED

("TRANSFEROR COMPANY- 2")

WITH

RAMKY INFRASTRUCTURE LIMITED

("TRANSFEREE COMPANY")

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS



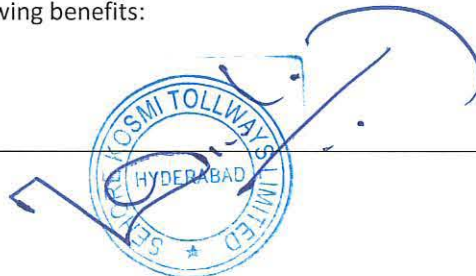
A. DESCRIPTION OF THE COMPANIES:

1. **RAMKY INFRASTRUCTURE LIMITED, (“RIL” or the “Transferee Company”)** having Corporate Identity Number L74210TG1994PLC017356 is a listed public limited company incorporated on 13-Apr-1994 under the provisions of Companies Act, 1956 / 2013 and being a Company within the meaning of the Companies Act, 2013 and having its registered office at Ramky Grandiose, 15th Floor, Sy No. 136/2 & 4, Gachibowli, Hyderabad – 500032. RIL is engaged in business of Construction, development, operation, maintenance, and transfer of various infrastructure projects, including housing, transportation, water treatment, waste management, power generation, and telecommunication services globally. The Equity shares of RIL are listed on BSE Limited and National Stock Exchange of India Limited.
2. **SEHORE KOSMI TOLLWAYS LIMITED (“SKTL” or the “Transferor Company-1”)** having Corporate Identity Number U45209TG2011PLC076271 is a unlisted public limited Company incorporated on 02-Sep-2011 under the provisions of Companies Act, 2013 and having its registered office at Ramky Grandiose, 15th Floor, Sy No. 136/2 & 4, Gachibowli, Hyderabad – 500032. SKTL is in the business of Design, construction, operation, and maintenance of the Sehore-Icchawar-Kosmi road section (Km 0.00 to Km 50.120) on Madhya Pradesh State Highway No. 53 under DBFOT (Design-Build-Finance-Operate-Transfer) toll and annuity models. SKTL is a wholly-owned subsidiary of M/s Ramky Infrastructure Limited.
3. **RAMKY ELSAMEX HYDERABAD RING ROAD LIMITED (“RAMKY ELSAMEX” or the “Transferor Company-2”)** having Corporate Identity Number U45203TG2007PLC054825 is a unlisted public limited Company incorporated on 18-Jul-2007 under the provisions of Companies Act, 2013 and having its registered office at Ramky Grandiose, 15th Floor, Sy No. 136/2 & 4, Gachibowli, Hyderabad – 500032. RAMKY ELSAMEX is in the business of Development and managing roads, highways, expressways, bridges, and related infrastructure either independently or through joint ventures. Activities include traffic management, construction of flyovers, subways, urban by-passes, and other integral facilities, along with the collection and management of tolls and levies. RAMKY ELSAMEX is a wholly-owned subsidiary of M/s Ramky Infrastructure Limited.

SKTL and RAMKY ELSAMEX are collectively hereinafter referred to as Transferor Companies.

B. RATIONALE OF THE SCHEME

The amalgamation of SKTL, RAMKY ELSAMEX, the Transferor Companies, with RIL, the Transferee Company, would, inter alia, have the following benefits:



1. Both the Transferor Companies are wholly-owned subsidiaries of Transferee Company i.e., Ramky Infrastructure Limited. The Transferee Company is desirous of consolidating the assets and liabilities of the Transferor Companies pursuant to amalgamation.
2. The Scheme provides for the amalgamation of the Transferor Companies with the Transferee Company and will result in the following benefits:
 - (a) streamlining of the corporate structure and consolidation of assets and liabilities of the Transferor Companies with the Transferee Company;
 - (b) more efficient utilization of capital for enhanced development and growth of the consolidated business under a single entity;
 - (c) cost savings through legal entity rationalization and consolidation of support functions, business processes, elimination of duplicate expenses, etc.; and
 - (d) reduction of administrative responsibilities, multiplicity of records and legal & regulatory compliances.

Thus, the Scheme is in the interest of the shareholders, creditors and all other stakeholders of the companies and is not prejudicial to the interests of the concerned shareholders, creditors, or the public at large.



Accordingly, the Board of Directors of the Transferor Companies and Transferee Company have formulated this Scheme of Amalgamation for the transfer and vesting of the entire undertaking and business of the Transferor Companies with and into the "RIL", the Transferee Company, pursuant to the provisions of Section 230 to Section 232 and other relevant provisions of the Act.

C. PARTS OF THE SCHEME

This Scheme of Amalgamation is divided into the following parts:

1. **Part I** deals with definitions of the terms used in this Scheme of Amalgamation and sets out the share capital of the Transferor Companies and the Transferee Company;
2. **Part II** deals with the transfer and vesting of the Undertaking (as hereinafter defined) of the Transferor Companies to and in the Transferee Company;
3. **Part III** deals with the Consideration;
4. **Part IV** deals with the accounting treatment for the amalgamation in the books of the Transferee Company;
5. **Part V** deals with the dissolution of the Transferor Companies and the general terms and conditions applicable to this Scheme of Amalgamation and other matters consequential and integrally connected thereto.

The amalgamation of "SKTL" & "RAMKY ELSAMEX", the "Transferor Company - 1 & 2" OR "Transferor Companies" with "RIL", 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) of the Income Tax Act, 1961.



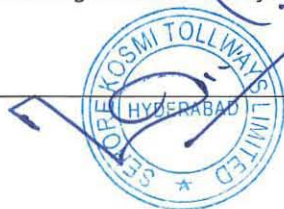
PART I

DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS:

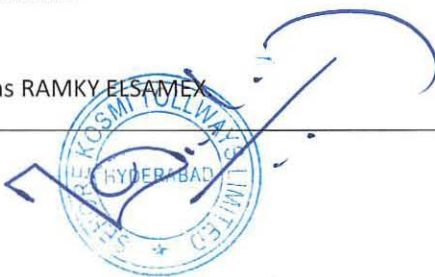
In this Scheme, unless the context otherwise requires, the following expression shall have the following meanings:

- 1.1. **"Act"** means the Company Act, 2013, including any statutory modifications, re-enactments or amendments thereof, from time to time, and shall include any rules, regulations, circulars, directions or guidelines issued thereunder;
- 1.2. **"Applicable Law" or "Law"** means any applicable national, foreign, provincial, local or other law including applicable provisions of all (a) constitutions, decrees, treaties, statutes, enactments, laws (*including the common law*), bye-laws, codes, notifications, rules, regulations, policies, guidelines, circulars, clearances, approvals, directions, directives, ordinances or orders of any Appropriate Authority, statutory authority, court, Tribunal; (b) Permits (*as defined hereinafter*); and (c) orders, decisions, writs, injunctions, judgments, awards and decrees of or agreements with any Appropriate Authority (*as defined hereinafter*) 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;
- 1.3. **"Appointed Date"** means **01-Apr-2024** or such other date as the National Company Law Tribunal may direct.
- 1.4. **"Board of Directors" or "Board"** means the Board of Directors of SKTL, RAMKY ELSAMEX and RIL including any Committees thereof;
- 1.5. **"Clause"** means a clause in this scheme.
- 1.6. **"Effective Date"** means the date on which the Scheme is sanctioned by the National Company Law Tribunal, Hyderabad Bench, at Hyderabad is filed with Registrar of Companies, Telangana at Hyderabad;
- 1.7. **"Employees"** shall mean and include Employees of SKTL, RAMKY ELSAMEX and RIL.
- 1.8. **"Liabilities"** in relation to the Transferor Companies means Loan Funds, Current Liabilities, Reserves and Surpluses (*including balances in Profit and Loss Account*), provisions and all other



liabilities of the Transferor Companies as per the books of the Transferor Companies as at 31-Mar-2024;

- 1.9. **"SKTL"** means **Sehore Kosmi Tollways Limited**, a company incorporated on 02-Sep-2011 under the provisions of Companies Act, 2013, bearing CIN: U45209TG2011PLC076271, and having its registered office at Ramky Grandiose, 15th Floor, Sy No. 136/2 & 4, Gachibowli, Hyderabad – 500032.
- 1.10. **"RAMKY ELSAMEX"** means **Ramky Elsamex Hyderabad Ring Road Limited**, a company incorporated on 18-Jul-2007 under the provisions of Companies Act, 2013, , bearing CIN: U45203TG2007PLC054825, and having its registered office at Ramky Grandiose, 15th Floor, Sy No. 136/2 & 4, Gachibowli, Hyderabad – 500032.
- 1.11. **"RIL"** means **RAMKY INFRASTRUCTURE LIMITED, ("RIL" or the "Transferee Company")** having Corporate Identity Number L74210TG1994PLC017356 is a company incorporated on 13-Apr-1994 under the provisions of the Companies Act, 2013 and having its registered office at Ramky Grandiose, 15th Floor, Sy No. 136/2 & 4, Gachibowli, Hyderabad – 500032.
- 1.12. **"ROC"** means the Registrar of Companies, Hyderabad, having jurisdiction over the Parties;
- 1.13. **"SEBI"** means the Securities and Exchange Board of India;
- 1.14. **"Stock Exchanges"** means National Stock Exchange of India Limited and BSE Limited collectively and **"Stock Exchange"** shall mean each of them individually.
- 1.15. **"Scheme"** means the Scheme of Amalgamation in the present form submitted to the Tribunal for sanction or with any modification(s) approved or imposed or directed by the Tribunal;
- 1.16. **"Tribunal"** means the National Company Law Tribunal, Hyderabad Bench, under the Companies Act, 2013;
- 1.17. **"Tribunal Order(s)"** means order(s) passed by the Tribunal sanctioning this Scheme and/or any Tribunal order(s) for extension of time or condonation of delay in filing of the requisite forms with the RoC in relation to the Scheme, if applicable.
- 1.18. **"Transferor Company-1"** means SKTL.
- 1.19. **"Transferor Company-2"** means RAMKY ELSAMEX



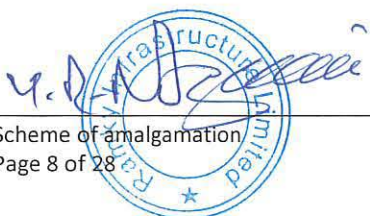
- 1.20. **“Transferor Companies”** means SKTL & RAMKY ELSAMEX collectively.
- 1.21. **“Transferee Company”** means RIL.
- 1.22. **“Undertaking of Transferor Companies”** shall mean and include the following:
- a. All the assets and properties (*whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent of whatsoever nature*) of the Transferor Companies, whether or not recorded in the books of accounts of the Transferor Companies (*including, without limitation, the freehold and leasehold properties of the Transferor Companies*), investments of all kinds (*i.e., shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates*), furniture, fixtures, machinery, office equipment, computers, fixed assets, current assets (*including, without limitation, all inventories*) cash and bank accounts (*including bank balances*), contingent rights or benefits, benefits of any deposits, receivables, advances or deposits paid by or deemed to have been paid by the Transferor Companies financial assets, vehicles, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, privileges, liberties and advantages of whatsoever nature and where-so-ever situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Companies or in connection with or relating to the Transferor Companies and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Companies whether in India or abroad;
 - b. All permissions, approvals, consents, subsidies, privileges, permits, quotas, rights, claims, entitlements, refunds, registrations (*including relating to sales tax, service tax, excise duty, value added tax, entry tax, octroy, goods and services tax*), licenses, clearances, exemptions, authorizations, no objection certificates, registrations, income tax benefits and exemptions, indirect tax benefits and exemptions (*including, but not limited to credits in respect of income tax, sales tax, service tax, excise duty, value added tax, turnover tax, goods and services tax, tax credits, tax refunds, tax holidays, security transaction tax, Minimum Alternative Tax ('MAT') credit, duty entitlement credit certificates*), all other rights, benefits and Liabilities related thereto, licenses for research and development activities, connection with or relating to the Transferor Companies;



- c. All contracts, agreements (including but not limited to distribution and supply agreements, purchase agreements, procurement agreements, service agreements, customer and vendor contracts, agency agreements, claim settlement agreements, technology license agreement, trademark license agreement), concessions (of any nature and any rights therein or thereto or thereunder), memoranda of understanding, letters of intent, other arrangements, undertakings, deeds, bonds, insurance covers and claims, clearances and other instruments of whatsoever nature and description, if any, whether written, oral or otherwise, to which the Transferor Companies are a party to, or to the benefit of which the Transferor Companies may be eligible;
- d. All intellectual property rights of any nature whatsoever, books, records, files, papers, software licenses (whether proprietary or otherwise), and all other records and documents, whether in physical or electronic form relating to business activities and operations of the Transferor Companies along with any and all goodwill of the Transferor Companies;
- e. Right to any claim not presented or made by the Transferor Companies in respect of refund of any tax, duty, cess, or other charge, including any erroneous or excess payment thereof made by the Transferor Companies and any interest thereon, with regard to any Law made by any Governmental Authority, and in respect, accordance with any Law, whether in India, or anywhere outside India;
- f. All Liabilities, lien, security or Encumbrance in relation thereto, whether in Indian rupees or foreign currency and whether or not provided for in the books of account or disclosed in the balance sheet of the Transferor Companies; and
- g. All Employees.

It is intended that the definition of 'Undertakings of the Transferor Companies under this Clause would enable the transfer of all property, assets, rights, duties, licenses, Employees and Liabilities of the Transferor Companies into the Transferee Company pursuant to this Scheme.

In this Scheme, unless the context otherwise requires, all words and terms not defined in this Scheme shall 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.



DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form with or without any modification(s) approved or imposed or directed by the Tribunal or made as per the Scheme, shall be effective from the Appointed Date, but shall be operative from the Effective Date.

Any references in the Scheme to 'upon the Scheme becoming effective' or "upon coming into effect of this Scheme" or "upon the Scheme coming into effect" or "effectiveness of the Scheme" shall be construed to be a reference to the Effective Date.

2. SHARE CAPITAL:

2.1 The details of Share Capital of **SKTL** as on the date of its Board approving the scheme as follows:

PARTICULARS	AMOUNT (₹)
Authorized Capital:	
1,25,00,000 Equity Shares of Rs.10/- each.	12,50,00,000
Total	12,50,00,000
Issued, Subscribed and Paid-up Capital:	
1,20,20,000 Equity Shares of Rs.10/- each fully paid	12,02,00,000
Total	12,02,00,000

2.2 The details of Share Capital of **RAMKY ELSAMEX** as on the date of its Board approving the scheme as follows:

PARTICULARS	AMOUNT
Authorized Capital:	
2,00,00,000 Equity shares of Rs.10/- each	20,00,00,000
2,50,00,000 Cumulative, Redeemable, Optionally Convertible 10% Preference shares of Rs.10/- each*	25,00,00,000
Total	45,00,00,000
Issued, Subscribed and Paid-up Capital:	
2,00,00,000 Equity shares of Rs.10/- each	20,00,00,000
2,50,00,000 Cumulative, Redeemable, Optionally Convertible 10% Preference shares of Rs.10/- each*	25,00,00,000
Total	45,00,00,000



2.3 The details of Share Capital of RIL as on the date of its Board approving the scheme as follows:

PARTICULARS	AMOUNT ₹)
Authorized Capital:	
7,30,00,000 Equity shares of `10 each.	73,00,00,000
Total	73,00,00,000
Issued, Subscribed and Paid-up Capital:	
6,91,97,791 Equity shares of `10 each fully paid up	69,19,77,910
Total	69,19,77,910



TRANSFER AND VESTING OF UNDERTAKING OF
TRANSFEROR COMPANIES

3. TRANSFER OF "UNDERTAKING" OF TRANSFEROR COMPANIES:

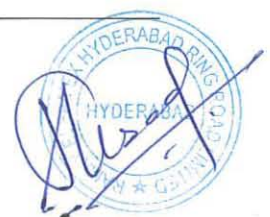
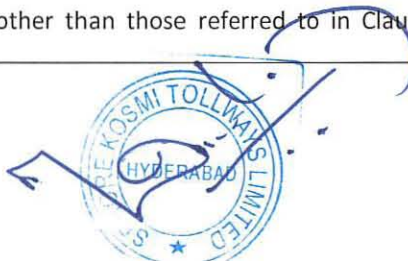
3.1. **Generally:** Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Transferor Companies shall amalgamate with the Transferee Company and accordingly the Undertaking of the Transferor Companies shall, pursuant to the sanction of this Scheme by the Tribunal and pursuant to the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, be and hereby stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, as a going concern, without any further act, instrument, deed, matter, or thing to be done, made, executed so as to become, as and from the Appointed Date, the undertaking of the Transferee Company by virtue of and in the manner provided in this Scheme.

3.2. **Transfer of assets:**

3.2.1. Without prejudice to the generality of Clause 3.1 above, upon coming into effect of this Scheme and with effect from the Appointed date:

(a) In respect of such of the assets and properties of the Transferor Companies which are movable in nature (*including but not limited to all intangible assets, brands, trademarks of the Transferor Companies, whether registered or unregistered trademarks along with all rights of commercial nature including attached goodwill, title, interest, labels and brand registrations, copyrights, trademarks and all such other industrial and intellectual property rights of whatsoever nature*) or are otherwise capable of transfer by delivery or possession or by endorsement, shall stand transferred upon the Scheme coming into effect and shall, *ipso facto* and without any other order to this effect, become the assets and properties of the Transferee Company without requiring any deed or instrument of conveyance for transfer of the same. 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, pursuant to this Scheme, as appropriate to the property being vested, and title to the property shall be deemed to have been transferred accordingly;

(b) Subject to Clause (c) below, with respect to the assets of the Transferor Companies, other than those referred to in Clause (a) above, including all



rights, title and interests in the agreements (*including agreements for lease or license of the properties*), investments in shares, mutual funds, bonds and any other securities, sundry debtors, 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, semi-Government, local and other authorities and bodies, customers and other persons, whether or not the same is held in the name of the 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, by operation of law as transmission or as the case may be in favour of Transferee Company;

- (c) Without prejudice to the provisions of (a) above, in respect of such of the assets and properties of the Transferor Companies as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, the same shall be so transferred by the Transferor Companies and shall, upon such transfer, become the assets and properties of the Transferee Company as an integral part of the Undertaking, without requiring any separate deed or instrument or conveyance for the same;
- (d) In respect of such of the assets and properties of the Transferor Companies which are immovable in nature including rights, interest and easements in relation thereto, the same shall stand transferred to the Transferee Company with effect from the Appointed Date, without any act or deed or conveyance being required to be done or executed by the Transferor Companies and/or the Transferee Company;
- (e) For the avoidance of doubt and without prejudice to the generality of Clause (d) above, it is clarified that, with respect to the immovable properties of the Transferor Companies in the nature of land and buildings, the Transferor Companies and/ or the Transferee Company shall register the true copy of the orders of the Appropriate Authority approving the Scheme with the offices of the relevant sub-registrar of Assurances or similar registering authority having jurisdiction over the location of such immovable property and shall also 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 (f) will be for the limited purpose of meeting regulatory requirements and shall not be deemed to be a document under which the transfer of any property of the Transferor Companies takes place and the assets and liabilities of

4-D.1



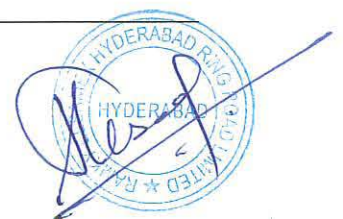
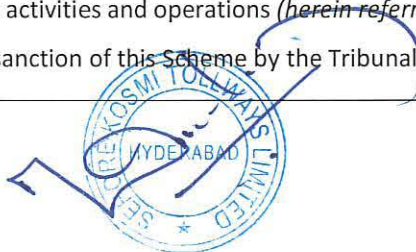
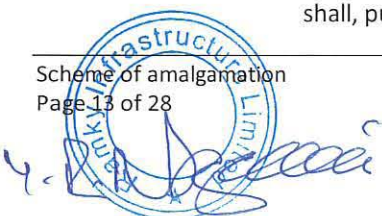



the Transferor Companies shall be transferred solely pursuant to and in terms of this Scheme and the order of the Appropriate Authority sanctioning this Scheme;

- (f) Unless otherwise stated in this Scheme, all Permits, including the benefits attached thereto of the Transferor Companies, shall be transferred to the Transferee Company from the Appointed Date, without any further act, instrument or deed and shall 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, 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 Companies without any hindrance, whatsoever;
- (g) All the licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Companies and all rights and benefits that have accrued or which may accrue to the Transferor Companies, whether before or after the Appointed Date, shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become as and from the Appointed Date, licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions.

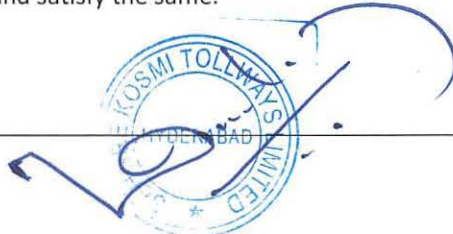
3.3. Transfer of Liabilities:

- 3.3.1. Upon the coming into effect of this Scheme and with effect from the Appointed Date, all liabilities relating to and comprised in the Undertaking including all secured and unsecured debts (*whether in Indian rupees or foreign currency*), sundry creditors, liabilities (*including contingent liabilities*), duties and obligations and undertakings (*including warranties and guarantees given*) if any of the Transferor Companies of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized for its business activities and operations (*herein referred to as the "Liabilities"*), shall, pursuant to the sanction of this Scheme by the Tribunal 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 as and from the Appointed Date the liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Companies, and the Transferee Company shall meet, discharge and satisfy the same and 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.

- 3.3.2. All debts, liabilities, duties and obligations of the Transferor Companies as on the Appointed Date, whether or not provided in the books of the Transferor Companies, and all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Transferor Companies on or after the Appointed Date till the Effective Date, shall be deemed to be and shall become the debts, loans raised, duties, liabilities and obligations incurred by the Transferee Company by virtue of this Scheme, which shall meet, discharge and satisfy the same.
- 3.3.3. Where any such debts, loans raised, liabilities, duties and obligations of the Transferor Companies as on the appointed Date have been discharged or satisfied by the Transferor Companies after the Appointed Date and prior to the Effective Date, such discharge or satisfaction shall be deemed to be for and on account of the Transferee Company.
- 3.3.4. All loans raised and utilized and all liabilities, duties and obligations incurred or undertaken by the Transferor Companies in the ordinary course of its business after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme and under the provisions of Sections 230 to 232 of the Act, without any further act, instrument or deed be and stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company and shall become the loans and liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.



3.3.5. 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 Companies and the 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 appropriate effect shall be given in the books of accounts and records of the Transferee Company. It is hereby clarified that there will be no accrual of interest or other charges in respect of any inter-company loans, advances and other obligations with effect from the Appointed Date.

3.4. Encumbrances:

3.4.1. The transfer and vesting of the assets comprised in the Undertaking to and in the Transferee Company under Clauses 3.1 and 3.2 of this Scheme shall be subject to the mortgages and charges, if any, affecting the same, as and to the extent hereinafter provided.

3.4.2. All the existing securities, mortgages, charges, encumbrances or liens (*the "Encumbrances"*), if any, as on the Appointed Date and created by the Transferor Companies after the Appointed Date, over the assets comprised in the Undertaking or any part thereof transferred to the Transferee Company by virtue of this Scheme and in so far as such Encumbrances secure or relate to Liabilities of the Transferor Companies, the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferee Company, and such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company, provided however that no Encumbrances shall have been created by the Transferor Companies over its assets after the date of filing of the Scheme without the prior written consent of the Board of Directors of the Transferee Company.

3.4.3. The existing Encumbrances over the assets and 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 shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Companies transferred to and vested in the Transferee Company by virtue of this Scheme.



3.4.4. Upon the coming into effect of this Scheme, the Transferee Company alone shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of the Scheme.

3.4.5. It is expressly provided that, no other term or condition of the Liabilities transferred to the Transferee Company is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.

3.4.6. The provisions of this Clause shall operate in accordance with the terms of the Scheme, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings shall be deemed to stand modified and/or superseded by the foregoing provisions.

3.5. CONTRACTS, DEEDS, ETC.:

3.5.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements, assurances and other instruments, of whatsoever nature to which the Transferor Companies is a party or to the benefit of which the Transferor Companies may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect by, for or against or in favour of, as the case may be, the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary or obligee or obligor thereto or thereunder.

3.5.2 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Undertaking occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (*including deeds of adherence*), confirmations or other writings or arrangements with any party to any contract or arrangement to which the Transferor Companies are a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Companies and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Companies to be carried out or performed.



3.5.3 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Companies shall without any further act or deed, 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. The Transferee Company shall receive relevant approvals from the concerned Governmental Authorities as may be necessary in this behalf.

3.6 LEGAL PROCEEDINGS:

On and from the Appointed Date, all suits, actions, claims and legal proceedings, if any by or against the Transferor Companies pending and/or arising on or before the Effective Date shall be continued and / or enforced as desired by the Transferee Company and on and from the Effective Date, shall be continued and / or enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been originally instituted and/or pending and/or arising by or against the Transferee Company.

3.7 TRANSFER OF PROFITS/LOSSES AND RESERVES:

With effect from the Appointed Date, all profits, reserves, income accruing to or losses and expenditure, if any (including payment of penalty, damages or such litigation) arising or incurred by the Undertaking of Transferor Companies shall for all purposes, be treated as the profits or reserves or income or losses or expenditure, as the case may be of Transferee Company;

4. COMBINATION OF AUTHORISED SHARE CAPITAL:

4.1 Upon the coming into effect of this Scheme, the authorized share capital of the Transferor Companies as on the Effective Date will be combined with the authorized share capital of the Transferee Company and accordingly the authorized share capital of the Transferee Company shall stand increased without any further act, instrument or deed on the part of the Transferee Company, including payment of stamp duty and fees to ROC.



- 4.2 Consequent to the Scheme taking effect, the authorized share capital of the Transferee Company as on the Effective Date shall be increased by the authorized share capital of the Transferor Companies as under:

Particulars	Amount (In ₹)
Authorized share capital	
10,55,00,000 equity shares of INR 10 each	1,05,50,00,000
2,50,00,000 Cumulative, Redeemable, Optionally Convertible 10% Preference shares of Rs.10/- each*	25,00,00,000
TOTAL	1,30,50,00,000

- 4.3 The Memorandum of Association and Articles of Association of the Transferee Company (*relating to the authorized share capital*) shall, without any further act, instrument or deed, payment of stamp duty and fee to ROC, be and stand altered, modified and amended, and the consent of the shareholders of the Transferee Company to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under the applicable provisions of the Act would be required to be separately passed, as the case may be, for amendment of the Memorandum and Articles of Association of the Transferee Company and for this purpose the stamp duty and fees paid on the authorized capital of the Transferor Companies shall be utilized and applied to the increased authorized share capital of the Transferee Company.

- 4.4 Consequentially, 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, to reflect the increased combined Authorised share capital pursuant to Sections 13, 14, 61, 64, and other applicable provisions of the Act and be replaced by the following clause:

"The Authorised share capital of the Company is Rs 1,30,50,00,000 divided into 10,55,00,000 equity shares of Rs. 10/-(Rupees Ten only) each and 2,50,00,000 Cumulative, Redeemable, Optionally Convertible 10% Preference shares of Rs.10/- each."

- 4.5 It is clarified that the approval of the Tribunal to the Scheme shall be deemed to be consent/ approval of the shareholders of the Transferee Company also to the alteration of the Memorandum and Articles of Association of the Transferee Company as may be required under the Act.

5. CONDUCT OF BUSINESS:

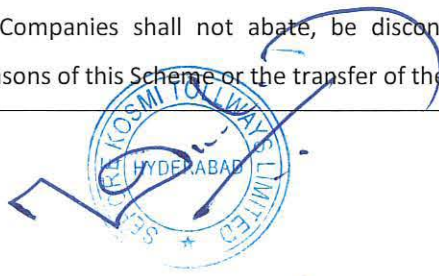
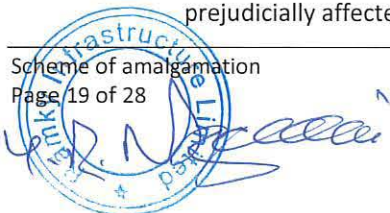
- 5.1 With effect from the Appointed Date and up to and including the Effective Date:

- (a) The Transferor Companies shall carry on and shall be deemed to have carried on all its business and activities as hitherto and shall hold and stand possessed of and shall be

deemed to have held and stood possessed of the Undertaking on account of, and for the benefit of and in trust for, the Transferee Company.

- (b) All the profits or income accruing or arising to the Transferor Companies, and all expenditure or losses arising or incurred (*including all taxes, if any, paid or accruing in respect of any profits and income*) by the Transferor Companies shall, for all purposes, be treated and be deemed to be and accrue as the profits or income or as the case may be, expenditure or losses (*including taxes*) of the Transferee Company.
- (c) All taxes (*including income tax, sales tax, excise duty, customs duty, service tax, VAT, GST etc.*) paid or payable by the Transferor Companies in respect of the operations and/or the profits of the business before the Appointed Date, shall be on account of the Transferor Companies and, insofar as it relates to the tax payment (*including, without limitation, sales tax, excise duty, custom duty, income tax, service tax, VAT, GST etc.*), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Companies in respect of the profits or activities or operation of its 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.
- (d) On the Scheme becoming effective, the Transferee Company shall be entitled to file/ revise its income tax returns, TDS Returns and other statutory returns, if required and shall have the right to claim refunds, depreciation benefits etc., if any, as also the income returns filed by the Transferor Companies so far as is necessitated on account of the Scheme becoming effective from **01-Apr-2024** being the Appointed Date under the Scheme.
- (e) Any of the rights, powers, authorities and privileges attached or related or pertaining to and exercised by or available to the Transferor Companies shall be deemed to have been exercised by the Transferor Companies for and on behalf of and as agent for the Transferee Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Undertaking that have been undertaken or discharged by the Transferor Companies shall be deemed to have been undertaken or discharged for and on behalf of and as agent for the Transferee Company.

5.2 **Enforcement of Legal Proceedings:** All proceedings of whatsoever nature (*legal and others, including any suits, appeals, arbitration, execution proceedings, revisions, writ petitions, if any*) by or against Transferor Companies shall not abate, be discontinued or be in any way prejudicially affected by reasons of this Scheme or the transfer of the Undertaking of Transferor



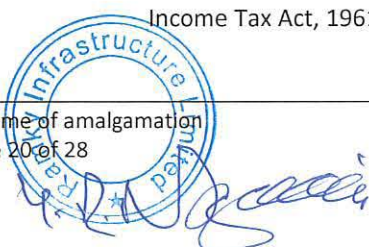
Companies or of anything contained in this Scheme, but the said proceedings, shall till the Effective Date be continued, prosecuted and enforced by or against Transferor Companies as if this scheme had not been made and thereafter be continued, prosecuted and enforced by or against Transferee Company in the same manner and to the same extent as they would or might have been continued, prosecuted, enforced by or against Transferor Companies if this Scheme had not been made. Transferee Company shall take steps to have the abovementioned proceedings continued in its name;

5.3 **Enforcement of Contracts:** Subject to the other provisions of this Scheme, all lawful agreements, arrangement, bonds, contracts, deeds and other instruments of whatsoever nature relating to the Undertaking of Transferor Companies and to which Transferor Companies is a party to or to the benefit of which it may be eligible and which are subsisting or operative or having effect, shall till the Effective Date, be in full force and effect and may be enforced as fully and effectual, as if the Scheme had not been made and thereafter, shall be in full force and effect against or in favor of Transferee Company, as the case may be, and may be enforced as fully and effectual as if, instead of Transferor Companies, Transferee Company had been a party or beneficiary thereto, subject to such changes and variations in the terms, conditions and provisions thereof as may be mutually agreed to between Transferee Company and other parties thereto. Transferee Company shall enter and/or issue and/or execute deeds, writings or confirmations or enter into any arrangement, confirmations or novation in order to give formal effect to the provisions of this Clause, if so required or if it becomes necessary.

5.4 **Rights of Shareholders:** The holders of shares of Transferor Companies and Transferee Company shall, save as otherwise provided under this Scheme, continue to enjoy their existing rights under their respective Articles of Association including the right to receive dividends from the respective company of which they are members till the Effective Date.

6 APPLICABILITY OF PROVISIONS OF INCOME TAX ACT, 1961, AND OTHER TAX LAWS

6.1 This Scheme has been drawn up to comply with the conditions relating to 'amalgamation' as specified under Section 2(1B) and other relevant provisions of The Income Tax Act, 1961. If any term or provision of the Scheme is found or interpreted to be inconsistent with the provisions of the said section and other related provisions 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 and other related provisions of The Income Tax Act, 1961 shall prevail and the Scheme shall stand modified to the extend determined necessary, to comply with Section 2(1B) and other relevant provisions of the Income Tax Act, 1961.

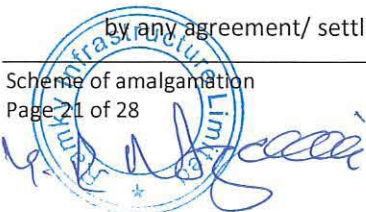


- 6.2 Upon the Scheme becoming effective, the Transferor Companies and the Transferee Company are expressly permitted to revise their respective financial statements and returns along with prescribed forms, filings and annexures under the Income Tax Act, 1961, central sales tax, applicable state value added tax, service tax laws, excise duty laws, GST and other tax laws, and to claim refunds and/or credit for taxes paid (*including minimum alternate tax, tax deducted at source, wealth tax, etc.*) and for matters incidental thereto, if required to give effect to the provisions of the Scheme.
- 6.3 All tax assessment proceedings/appeals of whatsoever nature by or against the Transferor Companies pending and/or arising at the Appointed Date and relating to the Transferor Companies shall be continued and/or enforced until the Effective Date by the Transferor Companies. In the event of the Transferor Companies failing to continue or enforce the proceedings/appeal, the same may be continued or enforced by the Transferee Company, at the cost of 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 or enforced by the Transferor Companies.
- 6.4 Any refund, under the Income Tax Act, 1961, service tax laws, central sales tax, excise duty laws, applicable state value added tax, GST laws, and other applicable laws and regulations dealing with taxes, duties, levies due to Transferor Companies consequent to the assessment made to the Transferor Companies and for which no credit is taken in the account as on the date immediately preceding the Appointed Date shall also belong to and received by the Transferee Company upon this Scheme becoming effective.
- 6.5 Without prejudice to the generality of the above, all benefits, entitlements, incentives, losses, credits (*including, without limitation income tax, minimum alternate tax, tax deducted at source, wealth tax, service tax, excise duty, central sales tax, applicable state value added tax, GST, CENVAT, registrations etc.*) to which the Transferor Companies are entitled to in terms of applicable laws, shall be available to and vest in the Transferee Company, upon the Scheme coming into effect.

7 EMPLOYEES:

Upon the coming into effect of this Scheme:

- 7.1 The Transferee Company undertakes to engage without any interruption in service all the employees of the Transferor Companies, if any, on terms and conditions no less favorable than those on which they are engaged by the Transferor Companies. The Transferee Company undertakes to continue to abide by any agreement/ settlement or arrangement, if any, entered into or deemed to have been entered



into by the Transferor Companies with any of the aforesaid employees or union representing them. The Transferee Company agrees that the services of all such employees with the Transferor Companies prior to the transfer shall be taken into account for the purposes of all existing benefits to which the said employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other retiral/ terminal benefits.

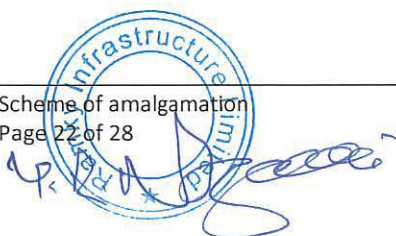
7.2 The existing provident fund, gratuity fund and pension and/or superannuation fund or trusts or retirement funds or benefits, if any, created by the Transferor Companies or any other special funds created or existing for the benefit of the concerned permanent employees of the Transferor Companies (*collectively referred to as the "Funds"*) and the investments made out of such Funds shall, at an appropriate stage, be transferred to the Transferee Company to be held for the benefit of the concerned employees of the Transferor Companies. The Funds shall, subject to the necessary approvals and permission and at the discretion of the Transferee Company, either be continued as separate funds of the Transferee Company for the benefit of the employees of the Transferor Companies or be transferred to and merged with other similar funds of the Transferee Company. In the event that the Transferee Company does not have its own fund with respect to any such Funds, the Transferee Company may, subject to necessary approvals and permissions, continue to maintain the existing Funds separately and contribute thereto, until such time as the Transferee Company creates its own funds at which time the Funds and the investments and contributions pertaining to the employees of the Transferor Companies shall be transferred to such funds of the Transferee Company.

8. SAVING OF CONCLUDED TRANSACTIONS: Subject to the terms of this Scheme, the transfer and vesting of the Undertaking of the Transferor Companies under Clause 3 of this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Companies on or before the Appointed Date or concluded after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Companies as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

9 CREDITORS:

9.1 The Scheme does not involve any compromise or composition with the creditors of the Transferor Companies or the Transferee Company and the rights of the creditors of the Transferor Companies or the Transferee Company are not to be affected in any manner.

9.2 The charge and/or security of the secured creditors, if any, of the Transferor Companies and the Transferee Company shall remain unaffected by this Scheme.

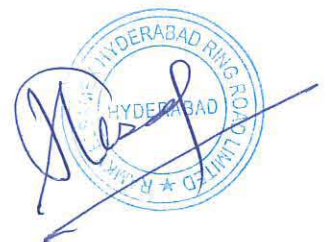


PART III
CONSIDERATION

10. CONSIDERATION

10.1 The Transferor Companies are wholly-owned subsidiary of the Transferee Company and therefore there shall be no issue of shares as consideration, including to nominee shareholders, for the amalgamation of the Transferor Companies with the Transferee Company.

10.2 Upon the Scheme becoming effective, all equity & preference shares of the Transferor Companies held by the Transferee Company shall stand cancelled without any further application, act, instrument or deed and be of no effect without any necessity of them being surrendered.



PART IV

ACCOUNTING TREATMENT

11. ACCOUNTING TREATMENT IN THE BOOKS OF TRANSFeree COMPANY:

Notwithstanding anything to the contrary in the other parts of the scheme, the Transferee Company shall account for the merger of the Transferor Companies in its books of accounts in accordance with the accounting standards specified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, or any other relevant or related requirement under the Act, as applicable on the appointed date.

- 11.1 The Transferor Companies and Transferee Company, being entities under common control, shall account for the amalgamation in its financial statements in accordance with the "**Pooling of Interest Method**" laid down by Appendix-C of Ind AS 103 - Business combinations prescribed under Section 133 of the Act and other generally accepted accounting read with the recent clarifications issued by Institute of Chartered Accountants of India (ICAI).
- 11.2 The Transferee Company shall upon the scheme coming into effect, record all the assets (*including goodwill*), liabilities and reserves of the Transferor Companies vested in it pursuant to this Scheme. at their existing carrying amounts" and in same form as appearing in the consolidated financial statements of the Transferee company.
- 11.3 As a result, investment in the equity & preference shares of the Transferor company as appearing in the books of Transferee company shall stand cancelled. To the extent there are inter-company loans, advances & any other balances, whatsoever, between the Transferor and Transferee company, the same shall stand cancelled without any further act or deed, upon becoming of operating the scheme.
- 11.4 In case of any difference in accounting policy between the Transferor companies and Transferee company, the impact of the same till the Appointed Date will be quantified and adjusted in the reserves to ensure that the financial statements of the Transferee company to reflect the financial position on the basis of consistent accounting policy.
- 11.5 On this scheme becoming effective. the financial information in the financial statements of the Transferee Company in respect of prior periods will be restated as if Amalgamation had occurred from (a) the beginning of the preceding period in the financial statements or (b) the date when control was acquired, whichever is later.

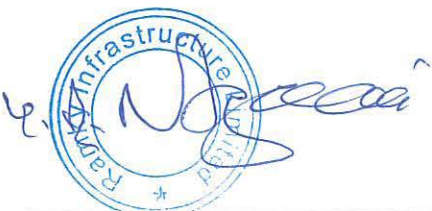
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Scheme of amalgamation
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SRI KOSMI TOLLWAYS LIMITED
HYDERABAD


RAJAHMUNDRAM HYDERABAD RING ROAD LIMITED
HYDERABAD

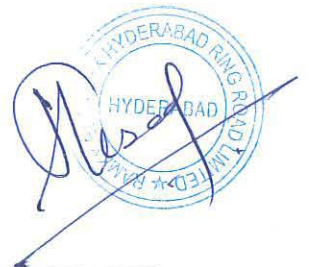
11.6 As the Transferor Companies shall stand dissolved without being wound-up upon the Scheme becoming effective, hence there is no accounting treatment prescribed under this Scheme in the books of the Transferor Companies.



A circular blue stamp for Ramky Infrastructure Limited. The text around the perimeter includes "Ramky Infrastructure Limited" and "HYDERABAD". A handwritten signature in blue ink is written across the stamp, along with the initials "R" and "S" on the left side.



A circular blue stamp for State Road Transport Corporation Limited. The text around the perimeter includes "STATE ROAD TRANSPORT CORPORATION LIMITED" and "HYDERABAD". A large, stylized handwritten signature in blue ink is written across the stamp.



A circular blue stamp for Hyderabad Ring Road Limited. The text around the perimeter includes "HYDERABAD RING ROAD LIMITED" and "HYDERABAD". A handwritten signature in blue ink is written across the stamp.

PART - V

DISSOLUTION OF TRANSFEROR COMPANIES AND
GENERAL TERMS AND CONDITIONS

12. DISSOLUTION OF TRANSFEROR COMPANIES:

Upon the Scheme being sanctioned and an Order being made by the Tribunal under Section 232 of the Act, the Transferor Companies shall stand dissolved without winding up on the Effective Date.

13. APPLICATION TO TRIBUNAL FOR SANCTIONING SCHEME:

Joint Application by Transferor Companies and Transferee Company: Transferor Companies and Transferee Company shall, jointly with all reasonable dispatch, make applications/petitions under Section 230 to 232 and other applicable provisions of the said Act to the Tribunal, Hyderabad Bench, for sanctioning of this Scheme of Amalgamation and for appropriate Orders under the applicable provisions of the Act for carrying this Scheme into effect;

It is hereby clarified that submissions of the Scheme to the Tribunal, Hyderabad Bench, and to any authorities for their respective approvals is without prejudice to all rights, interest, titles and defenses that Transferor Companies and Transferee Company has or may have under or pursuant to all applicable laws.

14. MODIFICATIONS TO THE SCHEME:

14.1. Scheme subject to Modifications:

The Scheme shall be subject to such modifications as the Tribunal may direct while sanctioning the same, and to which the Boards of the Transferor Companies and the Transferee Company may consent and agree;

14.2. Modifications and Amendments to Scheme:

Subject to the approval of Tribunals, the Transferor Companies and the Transferee Company by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize, including any committee, may consent, to any modifications or amendments of the Scheme or to any conditions or limitations that the Tribunals or any other Governmental Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by the Tribunals or such other Governmental Authority for settling any question or doubt or difficulty that may arise for implementing and/or carrying out the Scheme, whether in pursuance of a change in Law or otherwise. The Transferor Companies and the Transferee Company by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize, including any Committee, shall be authorized to take all such steps as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubts, difficulties or

questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

14.3. Withdrawal of Scheme:

In the event that any conditions proposed by the Tribunal are found unacceptable for any reason whatsoever by Transferor Companies or by Transferee Company, then Transferor Companies and/or Transferee Company shall be entitled to withdraw the Scheme in which even no rights and liabilities whatsoever shall accrue to or be incurred inter se to or by the parties or any of them;

15. SCHEME CONDITIONAL ON APPROVALS AND SANCTIONS:

The Scheme is conditional upon and subject to the following approvals/permissions and the amalgamation shall be deemed to be complete on the date on which the last of such approval/permissions shall have been obtained.

15.1 Sanction of Tribunal, Hyderabad Bench:

The sanction of the Tribunal, Hyderabad Bench, under Section 230 to 232 and other applicable provisions of the said Act in favour of the Transferor Companies and the Transferee Company and the certified copy of the order of the Tribunal sanctioning this scheme being filed with Registrar of Companies, Hyderabad.

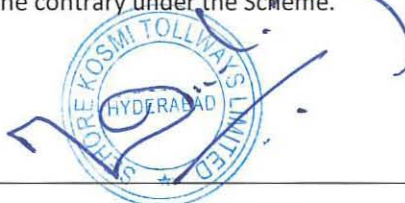
16. EFFECT OF NON-RECEIPT OF APPROVALS/SANCTIONS:

In the event of any of the said sanctions and approvals referred to in the Clause 15 above not being obtained and/or the Scheme not being sanctioned by the Tribunal and/or the order or orders not being passed as aforesaid, the Scheme of Amalgamation shall become null and void and shall stand revoked, cancelled and be of no effect, 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 as is specifically provided in the Scheme or may otherwise arise in law.

17. EFFECT OF NON-FULFILLMENT OF ANY OBLIGATION:

In the event of non-fulfillment of any or all the obligations under the Scheme, by either Transferor Companies or Transferee Company, the non-performance of which will put the other company under any obligation, then such defaulting company will indemnify all costs/interest, etc. to the other company, subject to a specific provision if any to the contrary under the Scheme.

4.2



18. 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 Companies 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 Companies, in which case the Transferee Company and Transferor Companies 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.

Any of the above changes to the Scheme, will be subject to the approval of the Board of the respective company and the final approval of the NCLT.

19. REMOVAL OF DIFFICULTIES

The Transferor Companies 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 rising 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.

20. COSTS AND EXPENSES:

All past, present and future costs, charges, taxes including duties, levies and all other expenses, if any (*save as expressly otherwise agreed*) of the Transferor Companies and the Transferee Company arising out of or incurred in carrying out and implementing this Scheme or implementation thereof and matters incidental thereto, shall be respectively borne by the Transferor Companies and the Transferee Company, till the Effective Date. It is further clarified that any costs arising or accruing to the Transferor Companies in carrying out and implementing this Scheme or implementation thereof and matters incidental thereto, as on or after the Effective Date, shall for all purpose be treated and be deemed to be arising or accruing as costs of the Transferee Company.

21. 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 Transferor Companies or the Transferee Company or their directors or officers, if the Scheme does not take effect or is withdrawn, amended or modified for any reason whatsoever.





Ramky Infrastructure Limited

Registered Office:

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Sy.No. 136/2 & 4, Gachibowli
Hyderabad - 500 032

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www.ramkyinfrastructure.com

CIN: L74210TG1994PLC017356

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE 5TH MEETING OF BOARD OF DIRECTORS OF RAMKY INFRASTRUCTURE LIMITED HELD ON THURSDAY, THE 23RD DAY OF JANUARY, 2025 AT 02:30 PM AT THE REGISTERED OFFICE OF THE COMPANY BEING 15TH FLOOR, RAMKY GRANDIOSE, S.Y. NO. 136/2 & 4, GACHIBOWLI, HYDERABAD - 500032

- 1. TO CONSIDER AND APPROVE THE SCHEME OF AMALGAMATION OF SEHORE KOSMI TOLLWAYS LIMITED (SKTL/TRANSFEROR COMPANY- 1) AND RAMKY ELSAMEX HYDERABAD RING ROAD LIMITED (RAMKY ELSAMEX/TRANSFEROR COMPANY- 2) WITH RAMKY INFRASTRUCTURE LIMITED (RIL/THE COMPANY/) AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS.**

“RESOLVED THAT pursuant to the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Companies Act, 2013 (“the Act”), and the National Company Law Tribunal Rules (“Rules”) (including any statutory modification or re-enactment or amendment thereof) and Clauses 5 of the Memorandum of Association and subject to the requisite approval of the Shareholders, Creditors of the Company, if required, and approval of such other statutory/Government authority(ies), as may be necessary or as may be directed by the Hon’ble National Company Law Tribunal, Hyderabad Bench, (“NCLT”) and subject to the sanction/confirmation by the NCLT or such other competent authority(ies), as may be applicable, the amalgamation of **SEHORE KOSMI TOLLWAYS LIMITED (SKTL/TRANSFEROR COMPANY- 1) AND RAMKY ELSAMEX HYDERABAD RING ROAD LIMITED (RAMKY Elsamex/TRANSFEROR COMPANY- 2)** (hereinafter referred to as “Transferor Companies”) being wholly owned subsidiaries, with **RAMKY INFRASTRUCTURE LIMITED** (hereinafter referred to as RIL/the Company/Transferee Company), with the Company with appointed date as 1st April 2024 (“the Appointed Date”), as per the Scheme of Amalgamation of SKTL and RAMKY Elsamex with the Company and their respective shareholders and creditors (“the Scheme”) as placed before the Board, be approved.

RESOLVED FURTHER THAT the draft Scheme of Amalgamation and draft Report prepared in compliance with the provisions of Section 232(2)(c) of the Act explaining the effect of the Scheme on equity shareholders (promoter and non-promoter shareholders), employees and key managerial personnel of the Company as placed before the Board be approved.

RESOLVED FURTHER THAT Y.R. Nagaraja, Managing Director, Mr. D. Lakshmana Rao, Chief Financial Officer or Mr. Kesava Datta, Company Secretary or be and are hereby severally authorised to take all the necessary steps for:



(a) Filing the Scheme and/or any other information/details/documentation with the concerned Stock Exchanges, SEBI or any other regulatory authorities in terms of the provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and to obtain approval or sanction to any of the provisions of the Scheme or for giving effect thereto;

(b) Filing of applications along with necessary petitions, affidavits, letters, documents, papers and the like with the jurisdictional National Company Law Tribunal (“NCLT”) or such other competent authority(ies), seeking directions as to convening/asking for dispensation of the Meetings of the Shareholders and/or Creditors of the Company as may be directed by the NCLT to give effect to the Scheme;

(c) To do all such acts as may be required to be complied with NCLT Rules 2016 including acting as the Chairman of the National Company Law Tribunal Convened Meeting(s), if any, of the Shareholders and/or Creditors of the Company and to Holding Meeting(s) of the Shareholders and/or Creditors of the Company, including but not limited to finalise and sending of Notice and Explanatory statement under Section 230 to 232 of the Companies Act, 2013, advertisement, appointment of Scrutinizer’s as may be required to give effect to the Scheme and as may be considered necessary;

(d) Filing of petitions, affidavits, letters, documents, with the NCLT, Registrar of Companies, Regional Director, Official Liquidator, Income Tax authorities, Stock Exchanges, Securities and Exchange Board of India, as may be applicable and/or any other authority as may be required pursuant to the relevant provisions and applicable laws, rules and regulations, for confirmation and sanction of the Scheme by the NCLT or such other competent authority(ies);

(e) Engaging advocates, Chartered Accountants or Company Secretaries in practice and such other professionals and if considered necessary, also engage services of counsel(s), other concerned authority(ies), and authorize them to file, present the scheme, sign, appear and represent the Company before NCLT and other statutory/ appropriate authorities, to declare and file all pleadings, reports, sign and issue public advertisements, notices and do all such acts, deeds, things and matters necessary or expedient, incidental or conducive in furtherance of the aforesaid;

(f) presenting the schemes, signing and appear for all pleadings, obtaining approval from and represent before Stock Exchanges, Securities and Exchange Board of India, Registrar of Companies, NCLT, Ministry of Corporate Affairs, Regional Director, Official Liquidator, Income Tax authorities and such other authorities and parties including all courts of Law or tribunals, the Shareholders, Bankers, Financial Institution(s), etc. as may be considered necessary;

(g) Signing and executing request letters / no objection / sanction letters for obtaining the necessary no objection/sanction letters for dispensation of the Meeting(s) of the Shareholders and/or Creditors of the Company for approving the Scheme and thereafter submitting the same on receipt thereof to the NCLT or any other appropriate authority;



(h) Settling any questions or doubts or any difficulties that may arise with regard to the implementation of the Scheme, including passing of accounting entries and/or making such other adjustments in the books of account as are considered necessary to give effect to the Scheme and this Resolution;

(i) Making any alterations or modifications or amendments to the Scheme to comply with any conditions or limitations the NCLT or any other competent authority may deem fit to direct or impose or for any other reason which may otherwise be considered necessary, desirable or appropriate including solving all difficulties that may arise for carrying out the Scheme and do all such acts, deeds and things necessary for putting the Scheme into effect or make any modifications / amendments to the Scheme in pursuance to change in law or otherwise, provided that no alteration which amounts to a material change shall be made to the substance of the Scheme except with the prior approval of the Board of Directors;

(j) Accepting service of notices or other processes which may from time to time be issued in connection with the matter aforesaid and also to serve any such notices or other processes to parties or persons concerned;

(k) Producing all documents, matters or other evidence in connection with the matters aforesaid and any other proceedings incidental thereto or arising therefrom;

(l) Signing all applications, petitions, documents, relating to the Scheme;

(m) Taking all procedural steps for having the Scheme sanctioned by the NCLT including, without limitation, filing necessary applications, petitions and signing, verifying and affirming all applications, affidavits, undertakings, vakalatnamas, declarations, letters, notices, and petitions, documents, papers as may be necessary; and

(n) Providing consents and doing all further acts, deeds, matters and things as may be considered necessary, proper or expedient to give effect to the Scheme and for matters connected therewith or incidental thereto.

(o) File necessary e-forms with the Registrar of Companies or any other authorities for the purpose of mandatory compliance under the Companies Act, 2013 or any other law for the time being in force and for giving effect to the amalgamation.

(p) Providing a duly certified copy of the Resolution to any concerned authorities;

RESOLVED FURTHER THAT Auditors Certificate to the effect that the accounting treatment contained in the Scheme is in compliance with the applicable Indian Accounting Standards (Ind AS) prescribed under Section 133 of the Act read with the rules framed thereunder, be obtained from the Statutory Auditors of the Company and furnish the same to NCLT and/or other Statutory Authorities as may be required after approval by the authorized persons of the Company.

RESOLVED FURTHER THAT Mr. Y.R. Nagaraja Managing Director, Mr. D. Lakshmana Rao, Chief Financial Officer or Mr. Kesava Datta, Company Secretary, be and





is hereby severally authorised to sign, swear and execute all necessary affidavits and /or consent letters consenting to the proposed Scheme and to agree to such alterations / changes therein as may be expedient or necessary for satisfying the requirement or conditions imposed by the NCLT, in the said Scheme”.

//CERTIFIED TRUE COPY
FOR RAMKY INFRASTRUCTURE LIMITED

Y. R. Nagaraja

YANCHARLA RATHNAKARA NAGARAJA
MANAGING DIRECTOR
DIN: 00009810

