



Redefining Business
Services

20th May, 2024

To: BSE Limited (BSE) Corporate Relationship Department Phiroze Jeejeebhoy Towers, 25th Floor, Dalal Street, Mumbai- 400001 BSE Scrip Code: 543996	To: National Stock Exchange of India Limited (NSE) Listing Department Exchange Plaza, 5th Floor, Plot No. C/1, G Block, Bandra Kurla Complex, Bandra (East), Mumbai — 400051 NSE Code: UDS
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Dear Sir / Madam,

Sub: Intimation under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015 – Scheme of Amalgamation

Pursuant to Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015, the Board of Directors of the Company at their meeting held on 20th May 2023, has approved the scheme of amalgamation under Section 230 - 233 of the Companies Act, 2013. The Scheme of amalgamation is related to amalgamation of Stanworth Management Private Limited and Tangy Supplies & Solutions Private Limited ('Transferor Companies') into Updater Services Limited ('Transferee Company').

The Draft Scheme of Amalgamation has been attached herewith. Further to this intimation all the subsequent events pertaining to this scheme shall be intimated in due interval.

Kindly take the above information on your records.

Thanking you,

Yours faithfully
For Updater Services Limited

Sandhya Saravanan
Company Secretary and Compliance Officer

Updater Services Limited

Corp. office & Regd. Office: 1st Floor, No.42, Gandhi Mandapam Road, Kotturpuram, Chennai - 600085
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DRAFT SCHEME OF AMALGAMATION

OF

STANWORTH MANAGEMENT PRIVATE LIMITED

(TRANSFEROR COMPANY 1 / "STANWORTH")

AND

TANGY SUPPLIES & SOLUTIONS PRIVATE LIMITED

(TRANSFEROR COMPANY 2/ "TANGY")

WITH

UPDATER SERVICES LIMITED

(TRANSFEREE COMPANY /"UDS")

AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

PREAMBLE:

This Scheme of Amalgamation provides for the amalgamation of StanWorth Management Private Limited (hereinafter referred to as "StanWorth" or the "Transferor Company 1") and Tangy Supplies & Solutions Private Limited (hereinafter referred to as "Tangy" or the "Transferor Company 2") with Updater Services Limited (hereinafter referred to as "UDS" or the "Transferee Company") pursuant to Section 230-233 of the Companies Act, 2013 and the Companies (Compromise, Arrangements and Amalgamations) Rules, 2016.

RATIONALE:

UDS beneficially holds 100% share capital of StanWorth and Tangy (6 equity shares (in each) are held by nominee on behalf of UDS). In essence, StanWorth and Tangy are wholly owned subsidiary of UDS. StanWorth is engaged in the business of providing facility management services with their focus on star hotels and Tangy is engaged in the business of buying, marketing, selling,

manufacturing, trading, importing, exporting, procuring, storing and dealing of house-keeping items, stitching and tailoring of fabrics and marketing, selling, exporting as uniforms and dresses. UDS is engaged in the business of providing wide range of integrated business services and business support services.

The Board of Directors (defined herein) of the Transferor Companies and the Transferee Company believe the following benefits pursuant to the amalgamation of the Transferor Companies into the Transferee Company:

1. Greater integration and financial strength for the amalgamated entity, which would result in maximizing overall shareholder value and will improve the financial position of the amalgamated entity.
2. The amalgamation would provide synergistic linkages besides economies in costs and other benefits resulting from the economies of scale, by combining the businesses and operations of the Transferor Companies and the Transferee Company and thus contribute to the profitability of the amalgamated entity by rationalization of management and administrative structure.
3. The amalgamation would lead to greater and efficient use of infrastructure facilities and optimum utilization of the financial resources, managerial, technical and marketing expertise of the Transferor Companies and the Transferee Company.
4. The synergies created by the amalgamation would increase operational efficiencies and integrate business functions.
5. Simplification of group structure by eliminating multiple companies within the group.

In view of the aforesaid, the Board of Directors of the Transferor Companies and the Transferee Company have considered the amalgamation of the entire Undertaking (herein defined) of the Transferor Companies into the Transferee Company, in order to benefit the stakeholders of all the companies. Accordingly, the Board of Directors of the Transferee Company and Transferor Companies have formulated this Scheme of Amalgamation for the transfer and vesting of the entire Undertaking of the Transferor Companies with and into the Transferee Company, pursuant to the provisions of Section 230 - 233 of the Companies Act, 2013, and other relevant provisions of the Companies Act, 2013 including Rules made thereunder and the statutory modifications or enactments thereof as amended from time to time, to the extent applicable.

I. PARTS OF THE SCHEME

The Scheme is divided into following parts:

- (i) **Part A** – dealing with definitions of the terms used in this Scheme of Amalgamation and setting out the share capital of the Transferor Companies and the Transferee Company.
- (ii) **Part B** – dealing with the transfer and vesting of the Undertaking of the Transferor Companies to and in the Transferee Company;
- (iii) **Part C** – dealing with the consideration for the amalgamation;
- (iv) **Part D** – dealing with the accounting treatment in the books of the Transferee Company; and
- (v) **Part E** – dealing 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.

PART A

PRELIMINARY, DEFINITIONS, INTERPRETATIONS OF THE SCHEME AND SHARE CAPITAL

1. PRELIMINARY

1.1 M/s. **StanWorth Management Private Limited** or **Transferor Company 1** having **CIN: U90000TN2013PTC092547** was incorporated under the Companies Act, 1956 on 14th August 2013 with the Registrar of Companies, Chennai. Its registered office is situated at 2/302A, UDS Salai, Off Mahabalipuram Road, Thoraipakkam, Chennai, Kanchipuram, Tamil Nadu, India, 600097.

The Company was incorporated for carrying on the business as set out in the Main objects, inter-alia, given below:

1. To carry on, within or outside India, the business of manual, mechanized and specialized cleaning services of all nature including and not restricted to commercial buildings, complexes, individual residential places, offices, plant and machinery, ship, planes, and

all and sundry cleaning services including establishing and running solid waste management system, pollution control, odor control and management system including toxic and other wastages, sanitary services, power laundries; undertake contractual cleaning and maintenance service of government offices, roads and streets, hospitals, equipments, railway structures, coaches and airport structures and flight maintenance.

2. To carry on, within or outside India, the business of facility management services provider, contract and vendor management, automated infrastructure, safety and security management including supply of security manpower, document management, data warehousing, analysis, ISO Audit services and documentation, industrial, commercial and other catering service, logistics, courier, travel operators, vehicle hiring, booking agents and allied services.
3. To carry on the business of manufacturing, buying and selling of cleaning liquids, equipments, machinery, parts, tools and accessories pertaining to all or any of the above purposes, storage solution providers including establishment and running, either on own or under lease arrangement, of Warehouses, Cold Storages, Godown, insulated truck and container operators, buy, sell, import, export, deal or trade in any equipment or spares connected to the above line of operation within or outside India
4. To act, within or outside India, as advisors, planners, consultants, market research agents, content and software developers for, turnkey contract service providers in, supply trained, skilled and unskilled manpower to all or any of the above purposes, run training institute, disseminate knowledge on the above and create awareness, conduct seminars, workshops, programs, conferences on integrated service providing.

1.2 M/s. Tangy Supplies & Solutions Private Limited or Transferor Company 2 having CIN: U74999TN2012PTC085193 was incorporated under the Companies Act, 1956 on 28th March 2012 with the Registrar of Companies, Chennai. Its registered office is situated at No.1/4 Leelavathi Nagar, Sikkarayapuram Mangadu, Chennai, Tamil Nadu, India, 600069

The Company was incorporated for carrying on the business as set out in the Main objects, inter-alia, given below:

1. To carry on the business of buying, marketing, selling, manufacturing, trading, importing, exporting, procuring, storing, dealing of cleaning materials, chemicals, consumables and all other housekeeping items & allied products.

2. To carry on the business of buying, marketing, selling, trading, importing, exporting, procuring, storing, dealing of all types of fabrics and cloths.
3. To carry on the business of stitching, tailoring of fabrics and cloths and marketing, selling, exporting as uniforms and dresses.
4. To carry on the business of buying, marketing, selling, manufacturing, trading, importing, exporting, procuring, storing, dealing of all kinds of cleaning equipments.
5. To carry on the business of buying, marketing, selling, manufacturing, trading, importing, exporting, procuring, storing, dealing of all kinds of shoes.

1.3 M/s. **Updater Services Limited** having **CIN: L74140TN2003PLC051955** was incorporated under the Companies Act, 1956 on 13th November 2003 with the Registrar of Companies, Chennai. Its registered office is situated at 1st Floor, No.42, Gandhi Mandapam Road, Kotturpuram, Chennai, Chennai City Corporation, Tamil Nadu, India, 600085.

1. To carry on the business of rendering of any services including but not limited to Facility Management, Building Maintenance, Project Management, Warehouse Management, Contract Management, Contract Staffing, Contract administration to any person, firm, Company, Trust, Association, Institution, Society, body Corporate, Government/ or Government department, Public or Local authority or any other Organization whatsoever including advisory and/or consultancy on all matters relating to the administration, management, organization, manufacture, production, storage, maintenance, staffing, administration, marketing, distribution and sale and purchase of goods, property, personnel and accounts, and any other activities of and in relation to any business, Trade, Commerce, Industry, to carry on all any of the business of industrial business, commercial and Personnel Consultants; to advice upon the means, methods and procedure for the Establishment, development, improvement and expansion of any of all types of business, trade, commerce and Industry and all systems, methods, techniques, Processes, principles in relation to the foregoing.
2. To Carry on the business of Caterers and contractors, Food Courts, Fast food centers, Restaurants, tea and coffee shops, cafes, snack bars, tourist agents, event managers, running institutes for training persons in management of hotels, travel services, Cooking and catering services and catering services and to provide all kinds of caterings
3. To carry on the business of Trading, distribution, agencies, importing, Exporting and Dealing in all Commodities including articles, Electrical and Electronic Goods, Households items, Computers, Hardware & Software, Consumer Durables of all kinds

whether Plastic, Metal or otherwise, Agriculture Products, Pesticides, Consumer Durables & Appliances, Textiles, Cosmetics, Food (items, Edible oils of all kinds

4. To Develop, Organize implement and Maintain Software for Computer Application, Internet and Interact based solutions, Mobile Applications and solutions for usage in corporates, trades, Government and all related organizations
5. To carry on the business of Computer Software, providing software solutions, Enterprises Resources Planning, Website/Portal Development, Data Warehousing, BPO, Off-shore Operations, e- Commerce related services, designing, implementation, and Maintaining of Information Technology Services for all industries and software related activities.
6. To carry on business of buying and selling of Computer, Mobile and Telecom hardware and software
7. To carry on business of providing security services of all kinds and description for the protection of personnel, property and generally army asset or rights in India or Abroad.
8. To deal in all types of personal, residential, commercial and industrial Security Services, to provide bodyguards, security guard and security system installation and monitoring as well as background screening.
9. To carry on business of a detective and investigation bureau in civil, criminal, commercial, financial, social, matrimonial and any other matter.
10. To carry on business as advisers and consultants on all matters relating to security and protection.

2. DEFINITIONS

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

2.1 “**Act**” means the Companies Act, 2013, ordinances, rules and regulations made thereunder, to the extent applicable, and applicable provisions of the Companies Act, 1956;

2.2. “**Appointed Date**” means the **1st day of April 2024** or such other date as the Regional Director (defined herein) or Central Government or National Company Law Tribunal modifies, then the same shall be the Appointed Date;

- 2.3 **“Board of Directors”** or **“Board”** means the board of directors of the Transferor Companies or the Transferee Company, as the case may be, and shall include a duly constituted committee thereof;
- 2.4 **“Effective Date”** means the last of the dates on which the certified true copy of the order of the Regional Director or Tribunal (defined herein) sanctioning the Scheme, are filed with the jurisdictional Registrar of Companies by the Transferor Companies and the Transferee Company;
- 2.5 **“Financial Statements”** means the annual accounts (including balance sheet, cash flow statement and profit and loss account) of the Transferor Companies and the Transferee Company;
- 2.6 **“Government Authority”** means Central Government, any applicable State or local Government, 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;
- 2.7 **“Listing Regulations”** means SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and includes any amendments, modifications or any enactments thereof.
- 2.8 **“Official Liquidator”** means Office of the Official Liquidator of the place where Registered Office of Transferor and Transferee Companies are located.
- 2.9 **“Regional Director”** or **“RD”** means the Regional Director, Southern Region having its office at 5th Floor, Shastri Bhawan, 26 Haddows Road, Chennai-600006, Tamil Nadu.
- 2.10 **“Scheme of Amalgamation”** or **“the Scheme”** or **“this Scheme”** means this Scheme of Amalgamation in its present form approved by the Board of the Transferor Companies and the Transferee Company submitted to the Regional Director or Tribunal and with any modification(s) made under Clause 21 of this Scheme, as approved, or directed by the Regional Director or any other appropriate authority.
- 2.11 **“Transferor Company 1”** or **“StanWorth”** means **StanWorth Management Private Limited (CIN: U90000TN2013PTC092547)**, a Company incorporated under the Companies Act, 1956 which is the wholly-owned subsidiary of Updater Services Limited having

Registered Office at 2/302A, UDS Salai, Off Mahabalipuram Road, Thoraipakkam, Chennai, Kanchipuram, Tamil Nadu, India, 600097.

2.12 **"Transferor Company 2" or Tangy** means **Tangy Supplies & Solutions Private Limited (CIN: U74999TN2012PTC085193)**, a company incorporated under the Companies Act, 1956 which is the wholly owned subsidiary of Updater Services Limited having Registered Office at No.1/4 Leelavathi Nagar, Sikkarayapuram Mangadu, Chennai, Tamil Nadu, India, 600069

2.13 **"Transferee Company" or UDS** means **Updater Services Limited (CIN: L74140TN2003PLC051955)**, a company incorporated under the Companies Act, 1956 which is the Holding company of StanWorth Management Private Limited and Tangy Supplies & Solutions Private Limited having Registered Office at 1st Floor, No.42, Gandhi Mandapam Road, Kotturpuram, Chennai, Chennai City Corporation, Tamil Nadu, India, 600085

2.14 **"Tribunal"** means the National Company Law Tribunal ("NCLT") and the National Company Law Appellate Tribunal ("NCLAT") as constituted and authorized as per the provisions of the Companies Act, 2013 for approving any Scheme of arrangement, compromise, or reconstruction of Companies under Sections 230 to 240 of the Companies Act, 2013 and rules thereof.

2.15 **"Undertaking"** shall mean and include the whole of the undertaking of the Transferor Companies, as a going concern, including entire business and ~~properties~~ assets and liabilities of the Transferor Companies as on the Appointed Date, including (without limitation) in particular:

- (a) all assets, properties, rights, titles, benefits and interests of whatsoever nature and kind and wheresoever situated in India and outside India, whether moveable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, freehold or leasehold, fixed or current, present or contingent, including but not limited to computers & telecommunication equipment, computer hardware, software and programs, land & buildings, plants & machineries, capital work-in-progress, intangible assets, intangible assets under development, office equipment, furniture & fixtures, vehicles, leasehold land, fixed assets, royalty claims, sundry debtors, cash & bank balances, loans & advances, earnest moneys and/or security deposits, telephone deposit, electricity board deposit, tax credits (including but not limited to Withholding Tax credit, Minimum Alternative Tax ("MAT") credit entitlements, Modified Value Added Tax ("MODVAT")/ Central Value Added Tax ("CENVAT"), Service tax/ Value Added Tax ("VAT")/ Goods and Services Tax

(GST) credits etc.), advance taxes, deferred tax assets, tax refunds, deposits, margin money, buildings, offices, inventories, bills of exchange, peripherals and accessories, receivables, current assets, investments (including investment in subsidiaries, whether in India or outside India), goodwill, investment in shares, debentures, bonds, mutual funds, fixed deposits, or any other securities;

The Transferee Company as the person entitled thereto to the end and intent that the right of the Transferor Companies to recover or realise the same stands extinguished and that appropriate entry should be passed in its books to record the aforesaid change:

- (b) all the registrations, permits, quotas, rights, entitlements, applications, agreement to sell, industrial and other licenses, concessions, claims, incentives, subsidies, approvals, authorisations, consents, tenancies, trademarks, patents, copyrights, marketing authorisation, marketing rights, all intellectual property rights and licenses thereunder, applications for copyrights, patents, trade names, trademarks, marketing intangibles, technical know-how, permits, designs, patterns, inventions, benefits of security arrangements, hire purchase, leasehold rights, leases, tenancy rights privileges, all other rights, benefits and entitlements including lease rights (including the benefit of any applications made thereof), powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections, e-mail connections, communication facilities and installations, utilities, electricity, water and other services, provisions, funds, benefits of all agreements, contracts and arrangements including but not limited to contracts entered into with vendors, customers and service providers, benefits under letter of credit, guarantees, letters of comfort, etc. issued for the benefit of the company, benefits under government schemes, deferred tax benefits and other benefits accruing on account of past expenditure and all such other interests/ benefits;
- (c) all records, files, papers, engineering and process information, manuals, data, catalogues, quotations, sales and advertising materials, list of present and former customers and suppliers, customer KYC, customer credit information, customer pricing information and all other records pertaining to business;
- (d) all the debts, secured and unsecured loans, liabilities (including tax liabilities), losses responsibilities, obligations and duties.

3. INTERPRETATIONS OF THE 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 ascribed to them under the Act and other applicable laws, rules, regulations, by-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

4. SHARE CAPITAL

4.1 Transferor Company 1

The authorised share capital and the issued, subscribed, paid-up capital and reserves of Transferor Company 1 as on March 31, 2024 is as under:

Authorised Share Capital	Amount (Rs.)
20,00,000 Equity Shares of Rs. 10 each	2,00,00,000
Total	2,00,00,000
Issued, Subscribed and Paid-up Share Capital	Amount (Rs.)
17,32,000 Equity Shares of Rs. 10 each	1,73,20,000
Total	1,73,20,000
Reserves and Surplus	
Retained Earnings	4,60,30,000
Total	6,33,50,000

Subsequent to March 31, 2024, there has been no change in the share capital of Transferor Company 1.

4.2 Transferor Company 2

The authorised share capital and the issued, subscribed, paid-up capital and reserves of Transferor Company 2 as at March 31, 2024 is as under:

Authorised Share Capital	Amount (Rs.)
1,00,000 Equity Shares of Rs. 10 each	10,00,000
Total	10,00,000
Issued, Subscribed and Paid-up Share Capital	Amount (Rs.)
1,00,000 Equity Shares of Rs. 10 each	10,00,000
Total	10,00,000
Reserves and Surplus	
Retained Earnings	11,78,70,000
Total	11,88,70,000

Subsequent to March 31, 2024, there has been no change in the share capital of Transferor Company 2:

4.3 Transferee Company

The authorised share capital and the issued, subscribed, paid-up capital and reserves of Transferee Company as at March 31, 2024 is as under

Authorised Share Capital	Amount (Rs.)
7,50,00,000 Equity Shares of Rs. 10 each	75,00,00,000
Total	75,00,00,000
Issued, Subscribed and Paid-up Share Capital	Amount (Rs.)
6,69,48,366 Equity Shares of Rs. 10 each	66,94,83,660
Total	66,94,83,660
Reserves and Surplus	
Retained Earnings	2,44,71,20,000
Total	2,44,71,20,000

As on date, there has been no material change in the above-mentioned capital structure of the Transferee Company. The equity shares of the Transferee Company are listed on the National Stock Exchange of India Limited and Bombay Stock Exchange Limited of India. The shares of the Transferor Companies are not listed on any stock exchange, whether in India or in any other country.

Subsequent to merger of the Transferor Companies, the authorised and paid-up equity share capital structure of the Transferee Company is as under:

Authorised Share Capital	Amount (Rs.)
7,71,00,000 Equity Shares of Rs. 10 each	77,10,00,000
Total	77,10,00,000
Issued, Subscribed and Paid-up Share Capital	Amount (Rs.)
6,69,48,366 Equity Shares of Rs. 10 each	66,94,83,660
Total	66,94,83,660

5. 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 Regional Director or Tribunal or any other appropriate authority shall take effect on the Effective Date and shall be operative as of the Appointed Date

PART B

TRANSFER AND VESTING OF UNDERTAKING OF THE TRANSFEROR COMPANY INTO THE TRANSFEREE COMPANY

6. TRANSFER AND VESTING OF UNDERTAKING

- 6.1 Subject to the provisions of this Scheme as specified hereinafter and with effect from the Appointed Date, the entire business and Undertaking of the Transferor Companies, including all the debts, liabilities, losses, duties and obligations, including those arising on account of taxation laws and other allied laws, of the Transferor Companies of every description and also including, without limitation, all the movable and immovable properties and assets (whether tangible or intangible) of the Transferor Companies, whether in India or outside India, comprising, amongst others, all freehold land, leasehold land, building, plants, investments (including investment in subsidiaries, whether in India or outside India), motor vehicles, receivables, security deposits, telephone deposit, electricity board deposit, margin money, actionable claims, furniture and fixtures, computers, office equipment, electrical installations, generators, containers, ETP installations, telephones, telex, facsimile and other communication facilities and business licenses, manufacturing licenses, permits, deposits, authorisations, approvals, insurance cover of every description, lease, tenancy rights, permissions, incentives, if any, and all other rights, patents, know-how, trademark, service mark, trade secret, brands, registrations, product licenses, marketing authorisations and other intellectual property rights and intangibles, proprietary rights, royalty claims, marketing rights, title, interest, contracts, customer purchase orders, including but not limited to contracts entered into with customers, vendors and service providers, consents, approvals and rights and powers

of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals, shall, under the provisions of Sections 230 to 233 of the Act, and pursuant to the order of the Regional Director or Tribunal sanctioning this Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the Effective Date, be transferred and/or deemed to be transferred to and vested in the Transferee Company, so as to become the properties, assets, rights, business and Undertaking(s) of the Transferee Company.

6.2 Without prejudice to the generality of Clause 6.1 above, in respect of the assets of the Transferor Companies, whether recorded or not in the books of account of the Transferor Companies, including cash and bank balances (whether in India or outside India), as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery or otherwise, the same shall be so transferred by the Transferor Companies to the Transferee Company, without requiring any deed or instrument of conveyance for the same and shall become the property of the Transferee Company as an integral part of the assets of the Transferee Company, with effect from the Appointed Date.

6.3 Without prejudice to the generality of Clause 6.1 above, with effect from the Appointed Date, all debts, liabilities, duties and obligations of the Transferor Companies as on the Appointed Date whether provided for or not in the books of account of the Transferor Companies and all other liabilities which may accrue or arise after the Appointed Date but which relate to the period on or up to the day of the Appointed Date, shall be the debts, liabilities, duties and obligations of the Transferee Company including any encumbrance on the assets of the Transferor Companies or on any income earned from those assets.

(i) The Transferee Company shall give notice in such form as it may deem fit and proper, to each person, debtor, loanee or depositor as the case may be, that pursuant to confirmation of the Scheme, the said debts, loans, advances, bank balances or deposits be paid or made good or held on account of Transferee Company as the person entitled thereto to the end and intent that the right of the Transferor Companies to recover or realise the same stands extinguished and that appropriate entry should be passed in its books to record the aforesaid change:

(ii) The Transferor Companies shall also give notice in such form as it may deem fit and proper to each person, debtor, loanee or depositor that pursuant to confirmation of the Scheme, the said debt, loan, advance or deposit be paid or made good or held on account of the Transferee Company and that the right of the Transferor Companies to recover or realise the same stands extinguished.

6.4 With effect from the Appointed Date, all inter-party transactions between the Transferor Companies and the Transferee Company shall be considered as intra-party transactions for all purposes from the Appointed Date.

6.5 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, , 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.

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

6.6 All existing securities, mortgages, charges, liens or other encumbrances, if any, as on the Appointed Date and created by the Transferor Companies after the Appointed Date, over the properties and other 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 securities, mortgages, charges, liens or other 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 securities, mortgages, charges, liens or 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, except for those done in the normal course of business.

- 6.7 The existing encumbrances over the properties and other assets 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.
- 6.8 It is expressly provided that, save as herein provided, 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.
- 6.9 With effect from the Appointed Date, all statutory licences, registrations, incentives, tax deferrals and benefits, carry-forward of tax losses, tax credits (including withholding tax credit), tax refunds, MAT credit entitlement, CENVAT credit, GST credit, if any, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, permissions, approvals or consents to carry on the operations of the Transferor Companies, 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 stand vested in or transferred to the Transferee Company, pursuant to the Scheme, without any further act or deed and shall remain valid, effective and enforceable on the same terms and conditions and shall be appropriately mutated by the statutory authorities concerned in favour of the Transferee Company upon the vesting and transfer of the Undertaking of the Transferor Companies pursuant to this Scheme.
- 6.10 The amalgamation of the Transferor Companies 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) of the Income-tax Act, 1961.
- 6.11 The Transferor Companies shall have taken all steps as may be necessary to ensure that vacant, lawful, peaceful and unencumbered possession, right, title, interest of its immovable property is given to the Transferee Company.
- 6.12 In so far as any shares, securities, debentures issued by the Transferor Companies and held by the Transferee Company and vice versa are concerned, the same shall, unless sold or transferred by the Transferee Company or the Transferor Companies, as the case may be, at any time prior to the Effective Date, stand cancelled as on the Effective Date, and shall have no effect and the Transferor Companies or the Transferee Company, as the case may be, shall have no further obligation outstanding in that behalf.

7. STAFF, WORKMEN & EMPLOYEES

- 7.1 On the Scheme becoming effective, all the staff, workmen and employees of the Transferor Companies in service on the Effective Date shall be deemed to have become staff, workmen and employees of the Transferee Company with effect from the Appointed Date or the date of joining whichever is later, without any break or interruption in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Transferee Company (i.e. cost-to-company basis, in monetary terms) shall not be less favorable than those applicable to them with reference to their employment with the Transferor Companies on the Effective Date.
- 7.2 It is expressly provided that, on the Scheme becoming effective, the provident fund, gratuity fund, superannuation fund or any other special fund or trusts, if any, created or existing for the benefit of the staff, workmen and employees of the Transferor Companies shall become trusts/ funds of 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 trust deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Companies in relation to such fund or funds shall become those of the Transferee Company. It is clarified that, for the purpose of the said fund or funds, the services of the staff, workmen and employees of the Transferor Companies will be treated as having been continuous with the Transferee Company from the date of employment as reflected in the records of the Transferor Companies.
- 7.3 The provident fund, gratuity fund, and superannuation fund dues, if any, of the employees of the Transferor Companies, subject to the necessary approvals and permissions and at the discretion of the Transferee Company either be continued as a separate fund of the Transferee Company for the benefit of the employees or be transferred to and merged with the similar funds of the Transferee Company. The Transferee Company shall continue to make contributions into the provident fund accounts of employees maintained under the registration of the Transferor Companies, till such time the accounts are transferred under the registration of the Transferee Company. The Transferee Company shall also continue to make contributions to the gratuity fund and superannuation fund maintained by the Transferor Companies, till the date of completion of the transition.

8. LEGAL PROCEEDINGS

8.1 If any suit, appeal or other proceeding of whatever nature by or against the Transferor Companies are pending, including those arising on account of taxation laws and other allied laws, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the arrangement by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against the Transferee Company, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Companies, as if this Scheme had not been made.

8.2 If proceedings are taken against the Transferor Companies, in respect of matters referred to above, it shall defend the same in accordance with the advice of, and at the cost of, the Transferee Company, as the case may be from Appointed Date till Effective Date, and the latter shall reimburse and indemnify the Transferor Companies, against all liabilities and obligations incurred by the Transferor Companies in respect thereof.

9. CONTRACTS, DEEDS, ETC., AND POWER TO GIVE EFFECT TO THIS PART

9.1 Subject to other provisions of this Scheme, all contracts, deeds, bonds, agreements, licenses, permits, registrations, approvals and other instruments, if any, of whatsoever nature to which the Transferor Companies are party and subsisting or having effect on the Effective Date, shall be in full force and give 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 fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party thereto, notwithstanding the terms contained in such contracts, deeds, bonds, agreements, licenses, permits, registrations, approvals and other instruments.

9.2 The Transferee Company shall 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 Companies will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required. Further, the Transferee Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Transferor Companies and to implement or carry out all formalities required on the part of the Transferor Companies to give effect to the provisions of this Scheme.

9.3 All cheques and other negotiable instruments and payment orders received in the name of the Transferor Companies after the Effective Date shall be accepted by the bankers of the

Transferee Company and credited to the account of the Transferee Company. Similarly, the banker of the Transferee Company shall honour cheques issued by the Transferor Companies for payment on or after the Appointed Date and presented after the Effective Date.

- 9.4 From the Effective Date and till such time that the names of the bank accounts of the Transferor Companies are replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Companies, in its name, in so far as may be necessary.
- 9.5 As a consequence of the amalgamation of the Transferor Companies with the Transferee Company in accordance with this Scheme, the recording of change in name from the Transferor Companies to the Transferee Company, whether for the purposes of any license, permit, approval or any other reason, or whether for the purposes of any transfer, registration, mutation or any other reason, shall be carried out by the concerned statutory or regulatory or any other authority without the requirement of payment of any transfer or registration fee or any other charge or imposition whatsoever.
- 9.6 For the removal of doubts, it is expressly made clear that the dissolution of the Transferor Companies without the process of winding up as contemplated hereinafter, shall not, except to the extent set out in the Scheme, affect the previous operation of any contract, agreement, deed or any instrument or beneficial interest to which the respective Transferor Companies Company is a party thereto and shall not affect any right, privilege, obligations or liability, acquired, or deemed to be acquired prior to Appointed Date and all such references in such agreements, contracts and instruments to the Transferor Companies shall be construed as reference only to the Transferee Company with effect from the Appointed Date.

10. TAXATION MATTERS

- 10.1 Upon the Scheme coming into effect, subject to Clause 10.3 & 10.4, all taxes/ cess/ duties, direct and/or indirect, payable by or on behalf of the Transferor Companies from the Appointed Date onwards including all or any refunds and claims, credits, pertaining to any income tax , advance tax, central goods and services tax , state goods and services tax and integrated goods and services tax, value added tax, sales tax, service tax, including refunds or claims pending with the Revenue Authorities and including the right to claim credit for minimum alternate tax and carry forward of accumulated losses and unabsorbed depreciation including in respect of income-tax subject to the provisions of Section 72A of the Income Tax Act, 1961, shall, for all purposes, be treated as the tax/ cess/ duty, liabilities or refunds, claims and accumulated losses and unabsorbed depreciation of the Transferee Company. Accordingly,

upon the Scheme becoming effective, the Transferee Company is expressly permitted to file / revise, if it becomes necessary, its Income tax returns or any other tax returns, and to claim refunds/ credits, subject to the provisions of the said tax laws. Also, the loss brought forward and unabsorbed depreciation (if any) as per books of accounts of Transferor Companies as on the Appointed Date would be deemed to be loss brought forward and unabsorbed depreciation as per books of accounts of the Transferee Company. The Transferee Company is also expressly permitted to claim refunds / credits in respect of any transaction between the Transferor Companies and the Transferee Company, subject to provisions of the said tax laws.

Provided further that upon the Scheme becoming effective, the Transferee Company is also expressly permitted to revise, if it becomes necessary, its income tax returns and related TDS Certificates, including TDS Certificates relating to transactions between the Transferor Companies and the Transferee Company and to claim refunds, advance tax and withholding tax credits, benefit of credit for minimum alternate tax and carry forward of accumulated losses etc., pursuant to the provisions of this Scheme.

10.2 Subject to Clause 10.3 & 10.4, all taxes of any nature, duties, cesses or any other like payments or deductions made by the Transferor Companies or any of its agents to any statutory authorities such as income tax, goods and services tax, value added tax, sales tax, service tax, etc. or any tax deduction/ collection at source, tax credits under Tax Laws, relating to the period after the Appointed Date shall be deemed to have been on account of or paid by the Transferee Company, and the relevant authorities shall be bound to transfer to the account of and give credit for the same to the Transferee Company upon the Effective Date and upon relevant proof and documents being provided to the said authorities.

10.3 In accordance with the Input Tax Credit provisions framed under the Central Goods and Services Tax Act, 2017, the applicable State Goods and Services Tax Act, 2017, the Union Territory Goods and Services Tax Act, 2017, and Integrated Goods and Services Tax Act, 2017 as are prevalent on the Effective Date, the input tax credits which remains unutilized in the electronic credit ledger of the Transferor Companies shall be permitted to be transferred to the credit of the Transferee Company, 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 goods and services tax payable by it.

10.4 In accordance with the provisions of section 87 of the Central Goods and Services Tax Act, 2017 and section 87 of the applicable State Goods and Services Tax Act, 2017, and Union Territory Goods and Services Tax Act, 2017, when two or more companies are amalgamated or merged in pursuance of an order of court or of Tribunal or otherwise and the order is to take

effect from a date earlier to the date of the order and any two or more of such companies have supplied or received any goods or services or both to or from each other during the period commencing on the date from which the order takes effect till the date of the order, then such transactions of supply and receipt shall be included in the turnover of supply or receipt of the respective companies and they shall be liable to pay tax accordingly. Therefore, the said provisions of the Central Goods and Service Tax Act, 2017, the applicable State Goods and Service Tax Act, 2017 and Union Territory Goods and Services Tax Act, 2017 shall be given effect notwithstanding anything contrary provided in this scheme.

- 10.5 Upon the Scheme coming into effect, the Transferee Company shall make and file all necessary applications, documents and adhere to all statutory compliances as may be applicable and necessary laid down under the relevant Central or State laws, regulations, rules in order to facilitate the implementation of the Scheme of Amalgamation.

PART C

CONSIDERATION FOR AMALGAMATION

11. NO CONSIDERATION AND CANCELLATION OF SHARES

- 11.1 Since the Transferor Companies are wholly owned subsidiaries of the Transferee Company, upon the Scheme being sanctioned by the Hon'ble Regional Director or the Tribunal and having been affected as provided hereinabove, all the Equity Shares, held by the Transferee Company and its nominees in the Transferor Companies shall be cancelled and extinguished. Accordingly, there will be no issue and allotment of Equity shares of the Transferee Company to the Shareholders of the Transferor Companies upon this scheme becoming effective.
- 11.2 The shares of the Transferor Companies, in relation to the shares beneficially held by its members, shall without any further application, act, instrument or deed be deemed to have been automatically cancelled and be of no effect on and from the Effective Date.

12. INCREASE IN AUTHORISED CAPITAL OF THE TRANSFEREE

- 12.1 Upon the Scheme coming into effect, the authorised share capital of the Transferee Company in terms of its Memorandum of Association and Articles of Association shall automatically stand enhanced without any further act, instrument or deed on the part of the Transferee Company, including payment of stamp duty and fees payable to the Registrar of Companies, and the Memorandum of Association and Articles of Association of the Transferee Company (relating

to the authorised share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, as provided in Clause 12.4 and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purpose of effecting this amendment, and no further resolution(s) under Section 13, Section 14, Section 61 or any other applicable provisions of the Companies Act, 2013, shall be required to be separately passed. For this purpose, the filing fees and stamp duty already paid by the Transferor Companies on its authorised share capital shall be utilised and applied to the increased share capital of the Transferee Company, and shall be deemed to have been so paid by the Transferee Company on such combined authorised share capital and, accordingly, the Transferee Company shall pay the differential fee, if any, for the enhanced authorized share capital subsequent to the merger after setting off the fees already paid by the Transferor Companies in an appropriate manner in compliance of the provisions of the Act.

12.2 The Confirmation of this Scheme under Section 230-233 of the Act shall be deemed to have the approval under the applicable provisions of the Act and any other consents and approvals required in this regard.

12.3 The approval of this Scheme by the shareholders of the Transferor and Transferee companies under section 230-233 of the Act shall be deemed to have the approval under the applicable provisions of the Act and any other consents and approvals required in this regard

12.4 Upon the Scheme becoming effective, the office of the Registrar of Companies shall immediately take note of the consolidation of authorized share capital of the Transferor Companies and enhance the authorized share capital of the Transferee Company accordingly in its records, as per the break up below:

Accordingly, in terms of this Scheme, the authorised equity share capital of the Transferee Company shall stand enhanced to an amount of Rs. 77,10,00,000 divided into 7,71,00,000 equity shares of Rs. 10 each and the capital clause being Clause V of the Memorandum of Association of the Transferee Company shall stand substituted to read as follows:

“V. The Authorized Share Capital of the Company is Rs. 77,10,00,000/- (Rupees Seventy Seven Crores Ten Lakhs only) divided into 7,71,00,000 (Seven Crores Seventy One Lakhs only) equity shares of Rs.10/- (Rupees Ten only) each with power to increase or reduce the Capital of the Company and so divide the Shares in the Capital for the time being into several classes and attach thereto respectively such preferential, deferred, qualified or other special rights, privileges, conditions or restrictions as may be determined by the company in accordance with the

regulations of the company and to vary, modify or abrogate any such rights, privileges, conditions or restrictions, in such manner and by such persons as may, for the time being, be permitted under the regulations of the company or legislative provisions for the time being in force in that behalf such rights, privileges or conditions in such manner as may be permitted by the Companies Act, 2013, or rules framed there under and as provided by the Articles of Association of the Company”

- 12.5 The transferee company shall file the amended MOA and AOA with the Registrar of companies enclosing the altered MOA/AOA for the purpose of the records of ROC showing the amended authorized capital.

PART D

ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEEE COMPANY

13 ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEEE COMPANY

- 13.1 Upon the Scheme coming into effect and with effect from the Appointed Date, the Transferee Company shall account for the amalgamation of the Transferor Company in accordance with Appendix C of the Indian Accounting Standard (Ind AS) 103 Business Combinations and other accounting principles prescribed under the accounting standards specified under Section 133 of the Act read with Companies (Indian Accounting Standards) Rules, 2015 and on the date determined in accordance with Ind AS.
- a. The Transferee Company, in its consolidated financial statements, shall record the assets and liabilities, if any of the Transferor Companies vested in it pursuant to this scheme at the carrying values in the as appearing in the books of the Transferor Companies as on the Appointed Date.
 - b. The identity of the reserves of the Transferor Companies shall be preserved and the Transferee Company shall record the reserves of the Transferor Companies at the carrying amount as appearing in the books of the Transferor Companies as on the Appointed Date.
 - c. Pursuant to the amalgamation of the Transferor Companies with the Transferee Company, the inter-company balances between the Transferee Company and the

Transferor Companies, if any appearing in the books of the Transferee Company shall stand cancelled.

- d. The value of investments held by the Transferee Company in the Transferor Companies shall stand cancelled pursuant to amalgamation.
- e. No adjustments shall be made to the post-merger consolidated financial statements of the transferee company in relation to investments in subsidiaries as even prior to the merger, the holding company and its subsidiary (ies) were treated as one entity for the purposes of preparation of consolidated financial statements (CFS) in accordance with IND AS 110 – Consolidated Financial Statements.
- f. The surplus/ deficit, if any arising after taking the effect of clause (a), (b) and clause (d), after giving the effect of the adjustments referred to in clause (c), shall be transferred to “Capital Reserve” in the financial statements of the Transferee Company and shall be presented separately from other capital reserves with disclosure of its nature and purpose in the notes.
- g. In case of any differences in accounting policies between the Transferor Companies and the Transferee Company, the accounting policies followed by the Transferee Company shall prevail to ensure that the Financial Statements reflect the financial position based on harmonised accounting policies.
- h. The financial statements of the Transferee Company shall be given effect for the accounting impact of merger, as stated above from the appointed date, pursuant to the Transferee Company’s compliance of General Circular No: 09/2019 dated August 21, 2019, of the Ministry of Corporate Affairs, Government of India read with the requirements of Ind-AS 103, Business Combinations (including Appendix C).
- i. All the costs and expenses incurred as per Clause 23 of the Scheme as well as other costs, whether of the Transferor Companies or of the Transferee Company, incidental with the finalization of this Scheme and to put it into operation, including expenses in connection with license registration, advisory fees, stamp duty charges, meeting expenses, professional fees, consultant fees & expenses and any other expenses or charges attributable to the implementation of the Scheme, shall be accounted for as expenses of the Transferee Company, after coming into effect of the Scheme.

14 TRANSACTIONS BETWEEN THE APPOINTED DATE AND THE EFFECTIVE DATE

During the period from the Appointed Date to the Effective Date:

14.1 The Transferor Companies shall carry on, and be deemed to have been carrying on, all business activities and shall be deemed to have been held for and on account of, and in trust for, the Transferee Company.

14.2 All profits or income taxes, including but not limited to income tax, minimum alternate tax (including unexpired credit for minimum alternate tax), fringe benefit tax, advance taxes, tax deducted at source by or on behalf of the Transferor Companies, wealth tax, GST, research and development cess, refund, reliefs, etc., accruing or arising to the Transferor Companies, or losses arising or expenditure incurred by them, on and from Appointed Date up to the Effective Date, shall for all purposes be treated as, and be deemed to be treated as, the profits or income or losses or expenditure or the said taxes of the Transferee Company.

The Transferor Companies shall carry on its business activities with proper prudence and diligence and shall not, without prior written consent of the Transferee Company, alienate, charge or otherwise deal with or dispose of any of the business undertaking or any part thereof (except in the ordinary course of business or pursuant to any pre-existing obligations undertaken by the Transferor Companies prior to the Appointed Date).

14.3 The Transferee Company shall also be entitled, pending the sanction of the Scheme, to apply to the Central Government, State Government, and all other agencies, departments and statutory authorities concerned, wherever necessary, for such consents, approvals and sanctions which the Transferee Company may require in relation to the Undertaking of the Transferor Companies including the registration, approvals, exemptions, reliefs, etc., as may be required / granted under any law for time being in force for carrying on business by the Transferee Company.

14.4 In accordance with the provisions of section 87 of the Central Goods and Services Tax Act, 2017 and section 87 of the applicable State Goods and Services Tax Act, 2017, when two or more companies are amalgamated or merged in pursuance of an order of court or of Tribunal or otherwise and the order is to take effect from a date earlier to the date of the order and any two or more of such companies have supplied or received any goods or services or both to or from each other during the period commencing on the date from which the order takes effect till the date of the order, then such transactions of supply and receipt shall be included in the turnover of supply or receipt of the respective companies and they shall be liable to pay

tax accordingly. Therefore, the said provisions of the Central Goods and Service Tax Act, 2017, and the applicable State Goods and Service Tax Act, 2017 shall be given effect notwithstanding anything contrary provided in this scheme.

- 14.5 The Transferor Company shall declare dividend, between the Appointed Date and the Effective Date, only after obtaining the prior written consent of the Transferee Company
- 14.6 Any further modifications by the the Transferor Companies to its capital structure, either by an increase (by issue of rights shares, bonus shares, convertible debentures or otherwise), decrease, reclassification, sub-division or re-organisation, declaration of dividend or in any other manner, whatsoever, shall not be made except by mutual consent of the Boards of Directors of the Transferor Companies and of the Transferee Company.
- 14.7 The Transferor Companies shall not vary, except in ordinary course of business, the terms and conditions of the employment of their employees without the consent of the Board of Directors of the Transferee Company.

15 DECLARATION OF SOLVENCY:

- 15.1 The Transferor Companies and the Transferee Company shall obtain the approval of the shareholders and creditors as per the provisions of section 233 of the Companies Act 2013.
- 15.2 After the Meeting, the Company shall apply to the Registrar of Companies, Official Liquidator and the Central Government.
- 15.3. The Board of Directors of Transferor Companies and Transferee Company do solemnly affirm and declare that the Company is capable of meeting its total liabilities and will be able to pay all its debts which fall due during the period of 12 months from the effective date of the merger and total value of the assets is not less than the value of its liabilities.
- 15.4. The Transferor Companies and the Transferee Company shall issue a notice of the Scheme within 30 days from the date of approval of scheme by the board of directors of respective Companies, inviting objections or suggestions, if any from the Registrar of Companies and Official Liquidators where registered office of the respective companies are situated.
- 15.5. The Transferor Companies and the Transferee Company shall file a declaration of solvency with respective jurisdictional Registrar of Companies before obtaining approval of the shareholders as per provisions of section 233 of the Companies Act, 2013.

16 SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of this Scheme, the transfer and vesting of the Undertaking of the Transferor Company under Clause 6 of this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Companies on or before the Appointed Date or concluded between the Appointed Date and the Effective Date (both days inclusive), 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.

PART E

DISSOLUTION OF THE TRANSFEROR COMPANY AND GENERAL TERMS AND CONDITIONS APPLICABLE TO THIS SCHEME AND OTHER MATTERS CONSEQUENTIAL AND INTEGRALLY CONNECTED THERETO

17 DISSOLUTION OF TRANSFEROR COMPANIES

Subject to an order being made by the Central Government or Tribunal under Section 233 and such other applicable provisions of the Act, the Transferor Companies being wholly owned subsidiaries shall be dissolved without the process of winding up on the Scheme becoming effective in accordance with the provisions of the Act and the Rules made thereunder.

18 LISTING AGREEMENT AND SEBI COMPLIANCES

Since the Transferee Company is a listed company, this Scheme is subject to the compliances of all the requirements under the Listing Regulations and all statutory directives of the Securities Exchange Board of India ('SEBI') in so far as they relate to sanction and implementation of the Scheme.

SEBI vide Notification No. SEBI/LAD/NRO/GN/2016-17/029 dated 15th February 2017 has amended the Listing Regulations and relaxed the requirement of obtaining prior approval or no objection/ observation letter of the Stock Exchanges and SEBI in case of merger of wholly owned subsidiary with its holding company. The draft schemes shall be filed with the Stock Exchange for disclosure purpose in compliance with the above notification.

19 CONDITIONALITY OF THE SCHEME

- 19.1 The sanction or approval under any law of the Central Government, State Government, or any other agency, department or authorities concerned being obtained and granted in respect of any of the matters in respect of which such sanction or approval is required.
- 19.2 The compliance of the provisions of section 233 of the Companies Act, 2013 and the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, ("Rules") as may be applicable to the Transferor and Transferee Companies.
- 19.3 The Scheme being agreed to by the respective requisite majorities of the members and creditors of the Transferor Companies and the Transferee Company as per the provisions of section 233 of the Companies Act, 2013.
- 19.4 The confirmation by the Central Government under section 233 of the Companies Act, 2013 and other applicable provisions of the Act being obtained by the Transferor Companies and also the Transferee Company.
- 19.5 If the Central Government does not confirm and refer the Scheme to National Company Law Tribunal consequent to objections or suggestions from Registrar of Companies or Official Liquidator or for any other reason, then NCLT may consider the Scheme as per provisions of Section 232 of the Act and pass an order accordingly. In this case, all references to Effective Date, Scheme being effective and consequence of scheme being effective should be read in this light.

20 APPLICATION TO THE REGIONAL DIRECTOR / TRIBUNAL

- 20.1 The Transferor Companies and Transferee Company shall, with all reasonable despatch, make and file applications/petitions under Section 233 of the Companies Act, 2013, to the Regional Director or Tribunal, within whose jurisdiction the registered offices of Transferor Companies and Transferee Company are situated, for sanctioning the Scheme, and for dissolution of the Transferor Companies without being wound-up as applicable.

21 MODIFICATION OR AMENDMENTS TO THE SCHEME

- 21.1 The Transferee Company and the Transferor Companies by their respective Board of Directors, or any person(s) or committee authorised/ appointed by them, may carry out or assent to any modifications/ amendments to the Scheme or to any conditions or limitations

that the Regional Director or Tribunal and/ or any other Government Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e., the Board of Directors or the person(s)/ committee). The Transferee Company and the Transferor Companies by their respective Board of Directors, or any person(s) or committee authorised/ appointed by them, shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any Government/regulatory Authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/ or any matter concerned or connected therewith.

21.2 If any part or provision of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Transferor Companies and the Transferee Company, affect the validity of implementation of the other parts and/or provisions of the Scheme. If any Part or provision of this Scheme hereof is invalid, ruled illegal by any Court of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Parties that such Part or provision, as the case may be, shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such Part or provision, as the case may be, shall cause this Scheme to become materially adverse to any Party, in which case the Parties shall attempt to bring about a modification in the Scheme, as will best preserve for the Parties the benefits and obligations of the Scheme, including but not limited to such Part or provision.

22 EFFECT OF NON-RECEIPT OF APPROVALS

In the event any of the approvals or conditions enumerated in the Scheme not being obtained or complied with, or for any other reason, the Scheme cannot be implemented, the Board of Directors of the Transferee Company and the Transferor Companies shall by mutual agreement waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, or in case the Scheme is not sanctioned by the Regional Director or Tribunal, the Scheme shall become null and void and each party shall bear and pay their respective costs, charges and expenses in connection with the Scheme.

23 COSTS, CHARGES AND EXPENSES

In the event of the Scheme being sanctioned by the Regional Director or Tribunal, the Transferee Company shall bear and pay all costs, charges, expenses and taxes, including duties and levies in connection with the Scheme.

24 **POWER TO WITHDRAW SCHEME AT ANYTIME**

In the event of any condition or amendment or modification that may be imposed by the NCLT or any competent authority, or if the Board of Directors of the Transferor Companies or the Board of Directors of the Transferee Company, may find it unacceptable for any reason or if the Board of Directors of the said Transferor Companies or Transferee Company decides, they shall be at liberty to withdraw from the Scheme unconditionally.

25 **MISCELLANEOUS**

In case any doubt or difference or issue shall arise among the Transferor Companies and the Transferee Company or any of their shareholders, creditors, employees and/ or persons entitled to or claiming any right to any shares in the Transferor Companies or the Transferee Company, as to the construction of this Scheme or as to any account, valuation or apportionment to be taken or made in connection herewith or as to any other aspects contained in or relating to or arising out of this Scheme, the same shall be amicably settled between the Board of Directors of the Transferor Companies and the Transferee Company and the decision arrived at therein shall be final and binding on all concerned.