

GUJARAT AMBUJA EXPORTS LIMITED

CIN - L15140GJ1991PLC016151

Regd. Off.: "Ambuja Tower", Opp. Sindhu Bhavan, Sindhu Bhavan Road, Bodakdev,
P.O. Thaltej, Ahmedabad - 380 059. Phone: +91 79 - 61556677, Fax: +91 79 - 61556678
Email Id: info@ambujagroup.com, Website: www.ambujagroup.com



REF : GAELASTOCK32\2020\122

Date : 12th December, 2020

BY E-FILING

To,
The General Manager- Listing Department
The National Stock Exchange of India Limited
Exchange Plaza, 5th Floor
Plot No. C/1, G Block, Bandra Kurla Complex,
Bandra (E), Mumbai - 400 051

Ref.:- Symbol GAEL

To,
The General Manager- Market Operations
BSE Limited
Phiroze Jeejeebhoy Towers,
Dalal Street, Fort,
Mumbai - 400 001

Ref.:- Security Code: 524226

Sub: Intimation under Regulation 37 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations")

Dear Sir / Madam,

We refer to our letter dated 20th October, 2020, wherein the Company had informed the Stock Exchange(s) that the Board of Directors at their meeting held on 20th October, 2020, had inter alia, approved the Scheme of Amalgamation of Mohit Agro Commodities Processing Private Limited ("Transferor Company") with the Company, subject to necessary statutory and regulatory approvals, including approval of the National Company Law Tribunal, Ahmedabad.

Further the provisions of Regulation 37 of the Listing Regulations are not applicable to schemes which solely provide for merger of a wholly owned subsidiary with its holding company. Hence, 'No Objection Letter' or 'Observation Letter' on the 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 Circular No. CFD/DIL3/CIR/2017/21 dated 10th March, 2017 and CFD/DIL3/CIR/2018/2 dated 3rd January, 2018, 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.

Accordingly, we enclose the below mentioned documents for the purpose of disclosure:

- Certified True Copy of Scheme of Amalgamation of Transferor Company with the Company.
- Certified True Copy of the Resolution passed by the Board of Directors of the Company at their meeting held on 20th October, 2020, approving the aforesaid Scheme.

Kindly take the same on your records.

Thanking you.

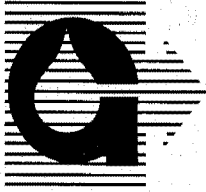
Yours faithfully,

For GUJARAT AMBUJA EXPORTS LIMITED

**CHETNA DHARAJIYA
COMPANY SECRETARY**



Encl.: As above



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CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON TUESDAY, 20TH OCTOBER, 2020 AT THE REGISTERED OFFICE OF THE COMPANY AT "AMBUJA TOWER", OPP. SINDHU BHAVAN, SINDHU BHAVAN ROAD, BODAKDEV, P.O. THALTEJ, AHMEDABAD - 380 059 AT 12:00 NOON

CONSIDERATION AND APPROVAL OF:

- 1. AMALGAMATION OF MOHIT AGRO COMMODITIES PROCESSING PRIVATE LIMITED, WHOLLY OWNED SUBSIDIARY OF COMPANY WITH GUJARAT AMUBJA EXPORTS LIMITED;**
- 2. PROPOSED DRAFT SCHEME OF MERGER AND AMALGAMATION**

"Resolved That pursuant to the provisions of Sections 230 to 232 of the Companies Act, 2013 read with Rule 25 of Companies (Compromise, Arrangements, and Amalgamations) Rules 2016, and other applicable provisions, if any, (including any statutory modification(s), amendment or re-enactment thereof for the time being in force) (hereinafter referred to as the "Act") and in accordance with the provisions of Memorandum of Association & Articles of Association of the Company and other applicable laws, rules, regulations, bye-laws as the case may be; and subject to the requisite approval of Honourable National Company Law Tribunal, Bench at Ahmedabad ("NCLT") or such other competent authority as may be applicable, or any other appropriate authority under the applicable provisions of the Act, as may be applicable and subject to the requisite approvals of the shareholders and/or creditors (if required) and any other necessary approval required in the matter, and also subject to the sanction of Scheme by Registrar of Companies (ROC) Ahmedabad, Official Liquidator (OL) Ahmedabad, Regional Director, the consent of the Board of Directors of the Company (hereinafter referred to as "the Board") be and is hereby accorded for the Scheme of Arrangement for Merger and Amalgamation of Mohit Agro Commodities Processing Private Limited (MACPPL / Transferor Company), Wholly Owned Subsidiary Company with Gujarat Ambuja Exports Limited (GAEL / Transferee Company) and their respective shareholders and creditors as per the terms and conditions mentioned in the Scheme, as placed before the Board and initialled by the Chairman of the meeting for the purposes of identification."

"Resolved Further That the draft Scheme of Arrangement for Merger and Amalgamation of Mohit Agro Commodities Processing Private Limited (MACPPL / Transferor Company) with the Company [Draft Scheme] as placed before the Board Members for their consideration, and initialed by the Chairman for the purpose of identification, be and is hereby approved."

"Resolved Further That the Merger and Amalgamation proposed in the Draft Scheme between Mohit Agro Commodities Processing Private Limited (MACPPL / Transferor Company), Wholly Owned Subsidiary Company and Gujarat Ambuja Exports Limited (GAEL / Transferee Company) placed before this meeting, which provides for the Merger and Amalgamation of the Transferor Company and the transfer and vesting of the entire business and whole undertaking (including all of its assets and liabilities) in the Transferee Company, with effect from the Appointed Date, be and is hereby approved."





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"Resolved Further That Mohit Agro Commodities Processing Private Limited (MACPPL /Transferor Company), being the Wholly Owned Subsidiary of GAEL, no shares shall be issued by GAEL as consideration for the proposed Scheme."

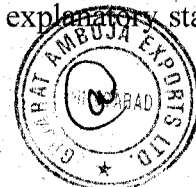
"Resolved Further That Shri Manish Gupta, Chairman and Managing Director, Shri Sandeep Agrawal, Whole-Time Director and/or Company Secretary of the Company, be and are hereby severally authorised to carry out or assent to any modifications or amendments to the Scheme, or to any conditions or limitations that the National Company Law Tribunal ("NCLT") and/or any other appropriate authority may deem fit to direct or impose, or which may otherwise be considered necessary, desirable or appropriate."

"Resolved Further That Shri Manish Gupta, Chairman and Managing Director, Shri Sandeep Agrawal, Whole-Time Director and/or Company Secretary of the Company, be and are hereby severally authorised to sign the applications, notices, certificates, petitions, declarations, affidavits or execute and sign all necessary documents, that may be required in connection with the sanction to the Scheme and to do all such acts, deeds, matters and things as deemed necessary, proper or desirable, to take all steps necessary in connection with the filing of applications, notices certificates, documents, returns or any other documents that may be required with any local or governmental or regulatory authority (including but not limited to the relevant stock exchanges, SEBI, and NCLT) along with filing of necessary e-forms with the Registrar of Companies (ROC), NCLT, Official Liquidator (OL), Regional Director (RD) [Central Government] of appropriate jurisdiction, Income Tax Authorities, Tribunal, Appellant Tribunal and/or any other statutory authorities as may be required, for the purpose of giving effect to the aforesaid resolution."

"Resolved Further That Shri Manish Gupta, Chairman and Managing Director, Shri Sandeep Agrawal, Whole-Time Director and/or Company Secretary of the Company be and are hereby severally authorised to engage any counsel / advocate / consultant to file the application before National Company Law Tribunal, Central Government, Regional Director, Ministry of Corporate Affairs, Government of India, Registrar of Companies, Official Liquidator, Income Tax Authorities and / or other authorities including Tribunal and Appellant Tribunal and generally to do all such acts, deeds, matters and things as may be necessary, proper, expedient or incidental for giving effect to this resolution."

"Resolved Further That Shri Manish Gupta, Chairman and Managing Director, Shri Sandeep Agrawal, Whole-Time Director and Company Secretary of the Company be and are hereby severally authorised to take all the necessary steps, for and on behalf of the Board, inter alia, in order to:-

1. Finalise and settle the Scheme including carrying out of any modification(s) thereof;
2. Filing of applications and any other papers or documents relating to the Scheme with the NCLT and/or such other competent authority as may be necessary seeking directions as to convening /dispensing with the meeting of the shareholders and /or creditors of the Company and where necessary, to take steps to convene and hold such meetings as per the directions of NCLT and /or the competent authority;
3. Finalise and settle the draft of the notices for convening the shareholders' and/ or creditors' meetings as directed by the NCLT or otherwise and the draft of the explanatory statement with any modifications, as they may deem fit;





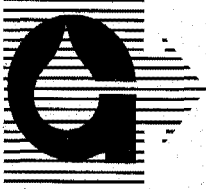
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4. Conducting the meetings of Shareholders and / or creditors, signing and sending the notices and carry all such other activities in relation to the meeting, if the NCLT does not dispense with the meetings;
5. Filing of petitions, if required, for confirmation and sanction of the Scheme by the NCLT or such other competent authority(ies);
6. Prepare, sign, file applications, petitions, documents, affidavits, vakalatnama and other documents relating to the Scheme;
7. File affidavits, pleadings, reports, applications or any other proceedings incidental or deemed necessary or useful in connection with the above proceedings and to engage and instruct Counsels, Advocates; Solicitors, Chartered Accountants, Company Secretaries in Practice, Auditors, Experts, Advisors, Pleaders and other professionals or agencies as may be required for filing, implementation and approvals of the scheme on such terms and conditions as they may deem fit and to sign and execute vakalatnama wherever necessary and sign and issue public advertisements and notices;
8. To apply and obtaining approval from Central Government and / or such other regulatory or statutory authorities or other authorities and parties including the shareholders, lenders, financial institutions, creditors, as may be considered necessary, to the Scheme;
9. To approve such actions as may be considered necessary for approval/ sanction of the Scheme and for the implementation of the Scheme after the same is sanctioned by the NCLT or any other appropriate authority under the applicable provisions of the Act, as may be applicable including but not limited to filing with the concerned Registrar of Companies, Regional Director and other authorities as may be required and to approve all other actions required for full and effective implementation of the sanctioned Scheme and to remove and resolve all doubts and difficulties and to do all such acts, deeds and things as they may deem necessary and desirable in connection therewith and incidental thereto;
10. Signing and executing request letters / 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, as may be required;
11. Settling any questions or doubts or any difficulties that may arise with regards to the Scheme, including passing of accounting entries and / or making such other adjustments in the books of accounts as are considered necessary for the Scheme and this resolution;
12. Accepting services of notices or other process 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 person concerned;
13. Producing all documents, matters or other evidence in connection with the matters aforesaid and any other proceedings incidental thereto or arising therefrom;





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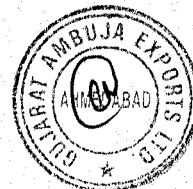
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14. Signing all the papers, documents, writings, applications, petitions, affidavits, representations, pleadings, public advertisements, notices, reports, e-forms to be filed with the Registrar of Companies, during the process etc., which are required to be signed, executed, delivered for carrying into effect the said Scheme in all respects whatsoever and/ or for obtaining directions including but not limited to from the NCLT and for this purpose, to appear in person and / or represent the Company before the NCLT or any other authority and to deliver a certified copy of this resolution to any concerned party or authorities and for this purpose, to appear in person and/ or represent the Company before the NCLT or any other authority;
15. Pay / authorise payments of stamp duties, taxes, charges, fees and such other payments as may be necessary;
16. 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 and petitions as may be necessary; and
17. 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."

"Resolved Further That Shri Manish Gupta, Chairman and Managing Director, Shri Sandeep Agrawal, Whole-Time Director and Company Secretary of the Company be and are hereby severally authorised to appear [in person or through authorised representative(s)] and further authorised jointly and / or severally to take all steps necessary in connections with the Scheme, including and without intimation regarding the ratifications of actions already taken by the Executives / Officers / Company Secretary of the Company and also any other person authorised by the Company in this regards."

"Resolved Further That Internal Committee of Board of Directors of the Company, be and is hereby authorised to amend/modify the Scheme of Amalgamation of Transferor Company with Transferee Company, upon directions of the NCLT or otherwise which (a) do not amount to material change of substance to the Scheme; (b) may otherwise be considered necessary, desirable, expedient or appropriate including for giving effect to the outcome of any proposed actions which may have commenced but not completed; (c) may be necessary to comply with any conditions or limitations of the NCLT and/or any other Statutory authorities; (d) may be necessary for solving any difficulties that may arise for carrying out in the Scheme; (e) may finalize, approve and issue the Notice to the Court convened meeting (s) of shareholders/creditors along with explanatory statement thereto as may be directed by the NCLT; (f) to do all such acts, deeds and things as may be necessary for the putting the scheme into effect and to do all such acts, deeds and things as may be necessary and to take all the necessary steps required to be taken on behalf of the Board and to carry out all the actions which are authorised to be done severally by Shri Manish Gupta, Chairman and Managing Director, Shri Sandeep Agrawal, Whole-Time Director and Company Secretary of the Company."

"Resolved Further That if required for the above purpose, the Common Seal of the Company be affixed on any of above documents / other applicable documents in the presence of any one of the Director or Company Secretary, who do sign the same in token thereof."





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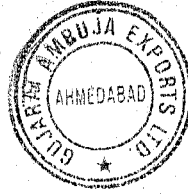
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"Resolved Further That any of the Directors of the Company and Company Secretary be and are hereby severally authorized to sign and provide the certified copy(ies) of these resolutions and furnish the same to whomsoever concerned."

For, GUJARAT AMBUJA EXPORTS LIMITED

Place: Ahmedabad

Date: 12.12.2020



CHETNA DHARAJIYA
COMPANY SECRETARY

SCHEME OF AMALGAMATION
OF
MOHIT AGRO COMMODITIES PROCESSING PRIVATE LIMITED
AND
GUJARAT AMBUJA EXPORTS LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

**(Under Sections 230 to 232 and other applicable provisions
of the Companies Act, 2013)
("the Scheme")**



A. PREAMBLE

This Scheme of Amalgamation ('Scheme') is presented under Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions, if any, of the Companies Act, 2013 (including any statutory modification(s) and/or re-enactment(s) or amendment(s) thereof for the time being in force) for the amalgamation of Mohit Agro Commodities Processing Private Limited with Gujarat Ambuja Exports Limited and various other matters consequential or otherwise integrally connected therewith.

B. DESCRIPTION OF COMPANIES

1. Mohit Agro Commodities Processing Private Limited ("Transferor Company" or "Wholly Owned Subsidiary" or "MACPPL")

MACPPL is Private Company, limited by shares having CIN-U17110GJ1984PTC006980, incorporated under the Companies Act, 1956 (hereinafter known as "1956 Act"). MACPPL was incorporated on 4th June, 1984 as Mohit Re-Rolling Mills Private Limited and the name got changed to Mohit Agro Commodities Processing Private Limited on 23rd April, 2007.

The main objects of MACPPL are set out in clause III of Memorandum of Association.

The Registered Office of MACPPL is currently situated at Survey No. 649, Nani Kadi, Thor Road-Kadi, Mehsana, Gujarat - 382715. MACPPL is not carrying on any commercial activities at present.

2. Gujarat Ambuja Exports Limited ("Transferee Company" or "GAEL")

GAEL, public company limited by shares, having CIN-L15140GJ1991PLC016151, was incorporated under the Companies Act, 1956 on 12th August 1991. Gujarat Ambuja Cotspin Limited and Gujarat Ambuja Proteins Limited were amalgamated with GAEL on 17th December, 1998. Further, Jupiter Biotech Limited was amalgamated with GAEL on 2nd December, 2003. GAEL is principally involved in the manufacturing of Corn Starch Derivatives, Soya Derivatives, Feed Ingredients, Cotton Yarn and Edible Oils. Since its incorporation in 1991, GAEL strives to serve the Food, Pharmaceutical, Paper, Feed and many other industries with a long term growth strategy in the Agro-Processing sector.

The main objects of GAEL are set out in clause III of Memorandum of Association.

The Registered Office of GAEL is currently situated at "Ambuja Tower", Opp. Sindhu Bhavan, Sindhu Bhavan Road, Bodakdev, P.O. Thaltej, Ahmedabad - 380059, Gujarat.

The Shares of GAEL are listed on BSE Limited and National Stock Exchange of India Limited.

MACPPL is wholly owned subsidiary of GAEL.



C. THE TRANSFEROR COMPANY IS THE WHOLLY OWNED SUBSIDIARY OF TRANSFEREE COMPANY

The Transferor Company and the Transferee Company are engaged in related types and/or nature of activities. The Transferee Company acquired the Transferor Company as a business supportive mechanism for to operations of the Transferee Company since the Transferor Company owns land and building near Kadi (Gujarat) Solvent Plant of the Company and the referred property was hitherto used as godown on payment of lease rent.

In view of the manifest advantages, it was proposed by the Board of Directors of each Company at their respective meetings held on 20th October 2020 to merge the Transferor Company with the Transferee Company.

D. OBJECTS AND RATIONALE FOR THE SCHEME

The Board of Directors ("Boards") of Mohit Agro Commodities Processing Private Limited (Transferor Company) discussed and deliberated upon the Company's business profile and concluded that it is in the best interest of Transferor Company to cease its operations by way of merging into Gujarat Ambuja Exports Limited (Transferee Company). Consequently, it was proposed to merge Transferor Company into its holding company, Gujarat Ambuja Exports Limited, which would, inter alia, provide the following benefits to the stakeholders of the said Companies:

- i. maintain simple corporate structure and eliminate duplicate corporate procedures;
- ii. amalgamation shall facilitate combination / consolidation of resources, expertise and energies of Transferor Company with the Transferee Company;
- iii. reduction in multiplicity of legal and regulatory compliances and would create economies in administrative costs;
- iv. incremental operational and administrative synergies accruing to both Transferor Company and Transferee Company; and
- v. this Scheme does not affect the rights and interests of the shareholders or the creditors of the Transferor Company and the Transferee Company. The shareholding and the rights of the members remain unaffected as no new shares are proposed to be issued by the Transferee Company and there is no change in the capital structure. There is no compromise or arrangement with any of the creditors of the Transferor Company and the Transferee Company since there are NIL creditors for the Transferor Company and accordingly the rights of the creditors are not affected. Also, the net worth of the Transferee Company is and will remain highly positive post the merger.

Accordingly the Board of Directors of respective Transferor Company and Transferee Company have formulated this Scheme for the transfer and vesting of the Undertaking of Transferor Company with and into Transferee Company pursuant to the provisions of Sections



230 to 232 of the Companies Act, 2013 read with Rules framed thereunder of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, as amended from time to time and other applicable provisions of the Companies Act, 2013 and Rules made thereunder (including any statutory modifications (s) or re-enactment thereof for the time being in force) and any subsequent amendments / modifications in the Rules, Act and /or applicable laws in this regards.

E. BENEFITS OF MERGER

Merger of Transferor Company with the Transferee Company along with a comprehensive transformation programme is imperative for the growth and synergetic effect of the combined resources as a support to business operations. It will provide an opportunity for better leverage of combined assets and capital and build a stronger sustainable business.

F. SPECIFICALLY, THE MERGER WILL ENABLE;

- i) Optimum and enhance utilisation and rationalization of capital, resources, assets and facilities;
- ii) Provide an opportunity to fully leverage strong assets, capabilities and infrastructure;
- iii) Reduction of overheads, administrative, managerial and other expenditure;
- iv) Enhancement of competitive strengths including financial resources;
- v) Obtaining synergy benefits.

The merger will also provide an opportunity to initiate a comprehensive transformation programme to improve the overall competitiveness of the merged business i.e. the Transferee Company; while improving the financial position would help position and equip the merged entity to better face the current and future challenges arising out of intense competition and declining industry profitability. In furtherance of the aforesaid, this Scheme of Merger provides for the transfer and vesting of all the undertakings, properties, assets and liabilities of the Transferor Company to and in the Transferee Company. The merger, restructuring and vesting of the Transferor Company into the Transferee Company is in the interest of the shareholders, employees, customers and all stakeholders as the same would enable a focused business approach with maximization of benefit to all stakeholders.

- G.** The merger of the Transferor Company with Transferee Company is in accordance with Section 2 (1B) of the Income Tax Act, 1961. If any terms or provisions of the Scheme is/are found inconsistent with the provisions of Section 2(1B) of the Income Tax Act, 1961 at a later date, including resulting from an amendment of any applicable law or for any other reason whatsoever, the provisions of Section 2(1B) of the Income Tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent necessary and such modification shall not affect other parts of the Scheme.



H. PARTS OF THE SCHEME

The Scheme is divided into following parts:

PART-I	Deals with definitions and interpretation of the terms used in this Scheme of Merger and sets out the Share Capital of the Transferor Company (herein defined) and the Transferee Company (herein defined);
PART-II	Deals with Merger of Transferor Company into Transferee Company in accordance with Sections 230 to 232 of the Companies Act, 2013;
PART-III	Deals with the agreements, contracts, conveyances, assignments, licenses
PART-IV	Deals with consideration connected to this Scheme of Merger;
PART-V	Deals with miscellaneous items, includes accounting treatments, transfer of profits and reserves, workmen / staff, legal proceedings and conduct of business applicable to this Scheme of Merger;
PART-VI	Deals with general items and conditions connected to this Scheme of Merger and saving of concluded transactions connected to this Scheme of Merger;
PART-VII	Deals with Taxes /Duties /Cess /Cost Charges and Expenses applicable to this Scheme of Merger.

- i. The Transferor Company and the Transferee Company now propose by this Scheme of Merger (The Scheme) to Transferor Company with the Transferee Company.

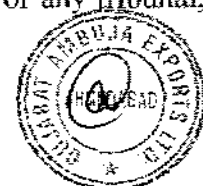


PART-I

1. DEFINITIONS AND INTERPRETATION

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

- 1.1 **"1956 Act"** means the Companies Act, 1956, or any modifications or re-enactments or amendments thereof from time to time.
- 1.2 **"Act"** or **"the Act"** shall mean the Companies Act, 2013 and Rules issued thereunder, and shall include any statutory modifications, re-enactment or amendments thereof.
- 1.3 **"Appointed Date"** means the 1st day of April, 2020, the date with effect from which this Scheme shall come into effect or such other date(s) as may be fixed or approved by the National Company Law Tribunal or any other competent authority.
- 1.4 **"Appropriate Authority(ies)"** "Appropriate Authority" means the government of any jurisdiction (including any national, state, municipal or local government or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, tribunal, central bank, commission or other authority thereof; any public international organization or supranational body and its institutions, departments, agencies and instrumentalities; and any governmental, statutory, regulatory, quasi-governmental or private body or agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, tax, importing, exporting or other governmental or quasigovernmental authority including Securities and Exchange Board of India, Stock Exchanges, Registrar of Companies, Regional Director, Official Liquidator and the National Company Law Tribunal.
- 1.5 **"Board of Directors"** or **"Board"** in relation to the Transferor Company and Transferee Company, as the case may be, means the Board of Directors of such Company, and shall include the Committee of Directors, if any constituted or appointed and authorised to take any decision for implementation of this Scheme on behalf of the Board of Directors.
- 1.6 **"Effective Date"** means the date on which certified copy of the order(s) sanctioning the Scheme as passed by the National Company Law Tribunal is filed with the Registrar of Companies.
Any references in this Scheme to the words *"upon the scheme becoming effective"* or *"effectiveness of this scheme"* or *"date of coming into effect of the Scheme"* or *"Scheme coming into effect"* shall mean Effective Date.
- 1.7 **"Equity Share(s)"** means the equity shares of the Transferor Company or Transferee Company, as the case may be.
- 1.8 **"Governmental Authority"** means any applicable Central, State or local government, legislative body, regulatory or administrative authority, agency or commission or any tribunal, or any court, or board having jurisdiction.



- 1.9 "**Income Tax Act**" means the Income Tax Act, 1961 and any other statutory modifications, amendments, restatements or re-enactments thereof, from time to time to the extent in force.
- 1.10 "**Intellectual Property Rights**" means all intellectual property rights, including with respect to all patents, patent applications, and trademarks, service marks, trade names, logos, corporate names, brand names, domain names, all copyrights, designs, and all registrations, applications and renewals in connection therewith, and software and all website content (including text, graphics, images, audio, video and data), trade secrets, confidential business information and other proprietary information;
- 1.11 "**Law**" or "**Applicable Law**" includes all applicable statutes, enactments, acts of Legislature or Parliament, Laws, ordinances, rules, bye-laws, regulations, notification, guidelines, policies, directions, directives and order of any government, statutory authority, Tribunal, Board, Court of India or any other country or jurisdiction applicable.
- 1.12 "**Official Liquidator**" or "**OL**" means Official Liquidator having jurisdiction over Transferor Company and Transferee Company.
- 1.13 "**Proceedings**", means any suit, appeal, petition, complaint, application or other legal proceedings of whatsoever nature.
- 1.14 "**Regional Director**" or "**RD**" means the Regional Director (North Western Region), Ministry of Corporate Affairs at Ahmedabad.
- 1.15 "**Registrar of Companies**" or "**ROC**" means the Registrar of Companies having jurisdiction over the Transferee Company and Transferor Company, as the case may be.
- 1.16 "**Rules**" mean the Companies (Compromise, Arrangements and Amalgamations) Rules, 2016, as amended or replaced, from time to time.
- 1.17 "**Scheme**" or "**the Scheme**" or "**this Scheme**" or "**Scheme of Arrangement**" means this Scheme of Arrangement for Merger of Mohit Agro Commodities Processing Private Limited ("Transferor Company" or "Wholly Owned Subsidiary Company" or "MACPPL") with Gujarat Ambuja Exports Limited ("Transferee Company" or "Holding Company" or "GAEL") under Sections 230 to 232 of the Companies Act, 2013 as approved by Board of Directors of the Companies in its present form and/or with any modification(s) as may be submitted to the National Company Law Tribunal or any other appropriate authority in relevant jurisdictions with any modification(s) thereof as approved or directed by the National Company Law Tribunal or such other competent authority, as may be applicable.
- 1.18 "**Shareholders**", with respect to the Transferor Company or the Transferee Company, as the case may be.



1.19 **"Stock Exchanges"** means the BSE Limited and National Stock Exchange of India Limited.

1.20 **"Tribunal"** means the Hon'ble National Company Law Tribunal, Ahmedabad Bench, authorized as per the applicable provisions of the Companies Act, 2013 for approving any scheme of arrangement, compromise or reconstruction of companies under applicable and relevant sections of the Companies Act, 2013 and having jurisdiction in relation to Transferor Company and Transferee Company.

1.21 **"Transferor Company"** means Mohit Agro Commodities Processing Private Limited (also known as "Transferor Company" or "Wholly Owned Subsidiary Company" or "MACPPL") .

1.22 **"Transferee Company"** means Gujarat Ambuja Exports Limited (also known as "Holding Company and/or Parent Company" or "GAEL").

1.23 **"Undertaking"** or **"the Undertaking"**, shall mean the entire business of the Transferor Company as a going concern, all its assets, rights, licenses and powers, and all its debts, outstanding, liabilities, duties, obligations and employees as on the Appointed Date including, but not in any way limited to, the following:

- i) All the assets and properties (tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) of the Transferor Company, including, without being limited to, stock-in-trade, computers, equipment, offices and other premises, capital work in progress, sundry debtors, furniture, fixtures, interiors, office equipment, accessories, deposits, all stocks, assets, investments of all kinds (including shares, scripts, stocks, bonds, debenture stocks, units or pass through certificates), cash balances or deposits with banks, loans, advances, contingent rights or benefits, book debts, receivables, taxes paid actionable claims, earnest moneys, advances or deposits paid by the Transferor Company, financial assets, leases (including but not limited to leasehold rights of the Transferor Company) and assets, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, municipal permissions, tenancies or licenses in relation to the offices, fixed and other assets, intangible assets (including but not limited to software), trade and service names and marks, patents, copyrights and other intellectual property rights of any nature whatsoever, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, title, interests, other benefits (including tax benefits), credits (including tax credits), Minimum Alternate Tax Credit entitlement ("MAT credit"), CENVAT credit, easements, privileges, liberties and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor



Company or in connection with or relating to the Transferor Company 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 Company.

- ii) All agreements, rights, contracts (including but not limited to agreements with respect to the immovable properties being used by the Transferor Company by way of lease, license and business arrangements), entitlements, licenses, permits, permissions, incentives, approvals, registrations, tax benefits, subsidies, concessions, grants, rights, claims, leases, licenses, right to use and/ or access, tenancy rights, liberties, special status and other benefits or privileges and claims as to any patents, trademarks, designs, quota rights, engagements, arrangements, authorities, allotments, security arrangements (to the extent provided herein), benefits of any guarantees, reversions, powers and all other approvals, sanctions and consents of every kind, nature and description whatsoever relating to the business activities and operations of the Transferor Company and that may be required to carry on the operations of the Transferor Company.
- iii) All intellectual property rights, records, files, papers, computer programmes, manuals, data, catalogues, sales material, lists of customers and suppliers, other customer information and all other records and documents relating to the business activities and operations of the Transferor Company.
- iv) Amounts claimed by the Transferor Company whether or not so recorded in the books of account of the Transferor Company from any Governmental Authority, under any law, act or rule in force, as refund of any tax, duty, cess or of any excess payment.
- v) Right to any claim not preferred or made by the Transferor Company in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Company and any interest thereon, with regard to any law, act or rule or scheme made by the Governmental Authority, and in respect of set-off, carry forward of un-absorbed losses, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, etc. under the Income Tax Act, 1961, or any other or like benefits under the said acts or under and in accordance with any law or act, in India.
- vi) All debts (secured and unsecured), liabilities including tax liabilities, contingent liabilities, debentures, duties, leases of the Transferor Company and all other obligations of whatsoever kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised. Provided that, any reference in the security documents or arrangements entered into by the Transferor Company and under which, the assets of the Transferor Company stand offered as a security, for any financial



assistance or obligation, the said reference shall be construed as a reference to the assets pertaining to that Undertaking of the Transferor Company only as are vested in the Transferee Company by virtue of the Scheme and the Scheme shall not operate to enlarge the security for any loan, deposit or facility created by the Transferor Company which shall vest in the Transferee Company by virtue of the amalgamation and the Transferee Company shall not be obliged to create any further or additional security thereof after the Effective Date or otherwise.

vii) All other obligations of whatsoever kind, including liabilities of the Transferor Company with regard to their employees, with respect to the payment of gratuity, pension benefits and the provident fund or compensation, if any, in the event of resignation, death, voluntary retirement or retrenchment.

viii) All employees of the Transferor Company as on the Effective Date.

1.24 Other expressions used in this Scheme and not expressly defined herein shall carry the same meaning as is given to them in the Companies Act, 2013.

1.25 Unless the context otherwise requires references to a person include any individual, firm, body corporate (whether incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representatives' body (whether or not having separate legal personality).

1.26 The expressions which are used in this Scheme and 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 Companies Act, 2013 and other applicable laws, rules, regulations, byelaws, as the case may be including any Statutory modification or re-enactment thereof from time to time.

1.27 The headings shall not affect the construction of this Scheme.

1.28 The singular shall include the plural and vice-versa.

2. DATE OF 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 Tribunal or any other appropriate authority shall be effective from the Appointed Date mentioned herein, but shall be operative from the Effective Date. On the Scheme becoming effective, with effect from the Appointed Date, the Transferor Company shall dissolve without winding up and merge with Transferee Company. All assets, investments, licences, rights, title and interests comprised in the Transferred Undertakings of Transferor Company shall pursuant to Sections 230 to 232 of the Companies Act, 2013 and



without any further act or deed be transferred to and vested in or deemed to have been transferred to and vested in Transferee Company so as to become as and from the Appointed Date, the estates, assets, license, rights, title and interest of the Transferee Company.

3. SHARE CAPITAL

The Share Capital of Transferor Company and Transferee Company as on 30th September 2020 and immediately before implementation of Scheme are as under:

3.1. Mohit Agro Commodities Processing Private Limited (Transferor Company)

Authorised Share Capital	Amount (₹)
16,00,000 Equity Shares of ₹ 10/- each	1,60,00,000/-
Issued, Subscribed and Paid-up Capital	
16,00,000 Equity Shares of ₹ 10/- each, fully paid-up	1,60,00,000/-

3.1.1. The entire subscribed & paid-up share capital of Transferor Company is held by Gujarat Ambuja Exports Limited and its nominees.

3.1.2. Subsequent to 30th September, 2020 and up to the date of approval of the Scheme by the Board of Directors of Transferor Company, there has been no change in the authorized, issued and paid-up share capital of Transferor Company.

3.2. Gujarat Ambuja Exports Limited (Transferee Company) (as on 30th September, 2020):

Authorised Share Capital	Amount (₹)
25,00,00,000 Equity Shares of ₹ 2/- each	50,00,00,000/-
Issued, Subscribed and Paid-up Capital	
11,46,67,665 Equity Shares of ₹ 2/- each, fully paid-up	22,93,35,330/-

3.3.1 The equity shares of the Transferee Company are listed on BSE Limited and National Stock Exchange of India Limited.

3.3.2 On 5th October 2020, the Transferee Company had Sub-Divided its Equity shares of ₹ 2/- each into fully paid-up Equity share of ₹ 1/- each. Therefore, share capital as on 5th October 2020 is as under:

Authorised Share Capital	Amount (₹)
50,00,00,000 Equity Shares of 1/- each	50,00,00,000/-
Issued, Subscribed and Paid-up Capital	
22,93,35,330 Equity Shares of 1/- each, fully paid-up	22,93,35,330/-



PART-II

MERGER OF THE TRANSFEROR COMPANY INTO THE TRANSFEREE COMPANY SCHEME

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

Upon coming into effect of the Scheme and with effect from the Appointed Date and subject to the provisions of the Scheme, the entire Undertaking of the Transferor Company as going concern shall, pursuant to the confirmation of the Scheme by the Tribunal and pursuant to the provisions of Sections 230 to 232 of the Companies Act and all other applicable provisions of the Act, be and hereby stand transferred to and vested in and/ or be deemed to have been transferred to and vested in the Transferee Company, without any further act, deed, instrument, matter or thing 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.

4.1. TRANSFER OF ASSETS

4.1.1. With effect from the Appointed Date and upon the Scheme becoming effective, the Transferor Company shall be transferred to and be vested in and/or be deemed to have been transferred to and be vested in and managed by the Transferee Company, as a going concern, without any further deed or act, together with all its properties, movable or immovable, assets, rights, benefits and interest therein, subject to the provisions of this Scheme, in accordance with Sections 230 to 232 of the Companies Act, 2013 and all other applicable provisions of law, if any.

4.1.2. Without prejudice to clause 4.1.1 above in respect of such of the assets of the Transferor Company as are movable in nature or intangible property or are otherwise capable of transfer by manual delivery or by endorsement and delivery of machinery and equipments, the same shall be so transferred or shall be deemed to be so transferred to the Transferee Company and shall upon such transfer become the property and an integral part of the Transferee Company. In respect of such of the said assets other than those referred herein above, the same shall, without any further act, instrument or deed, be vested in and/or be deemed to be vested in the Transferee Company in accordance with the provisions of Sections 230 to 232 of the Companies Act, 2013.

4.1.3. With effect from the Appointed Date and upon the Scheme becoming effective, all land, together with the buildings standing thereon held by the Transferor Company and any documents of title / rights and easements in relation thereto shall be vested in and/or be deemed to have been vested in the Transferee Company and shall belong to the Transferee Company. With effect from the Appointed Date, the Transferee Company shall in relation to such properties, be liable for ground rent, municipal taxes and any other applicable taxes. The



mutation of title to the immovable properties shall be made and duly recorded by the appropriate authorities pursuant to the sanction of the Scheme and upon the Scheme becoming effective in accordance with the terms hereof in favour of the Transferee Company.

4.1.4. All assets and properties of the Transferor Company as on the Appointed Date, whether or not included in the books of the Transferor Company and all assets and properties which are acquired by the Transferor Company on or after the Appointed Date but prior to the Effective Date shall be deemed to be and shall become the assets and properties of the Transferee Company and shall under the provisions of Sections 230 to 232 of the Companies Act, 2013 and all other applicable provisions if any of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme pursuant to the provisions of Sections 230 to 232 of the Companies Act, 2013, provided however that no onerous asset shall have been acquired by the Transferor Company after the Appointed Date without the prior written consent of the Transferee Company.

4.1.5. With effect from Appointed Date and upon the Scheme becoming effective, any statutory licenses, no-objection certificates, permissions or approval or consents required to carry on operations of Transferor Company or granted to Transferor Company shall stand vested into or transferred to Transferee Company without further act or deed, and shall be appropriately transferred or assigned by statutory authorities concerned therewith in favor of Transferee Company upon the vesting of Transferor Company Businesses and Undertakings pursuant to this Scheme. The benefit of all statutory and regulatory permissions, license, approvals, and consent including the statutory licenses, permission or approvals or consents required to carry on the operations of Transferor Company shall vest in and become applicable to Transferee Company pursuant to this Scheme.

5.2. TRANSFER OF LIABILITIES

5.2.1.

- (a) With effect from the Appointed Date and upon the Scheme becoming effective, all debts, liabilities, duties and obligations, secured or unsecured, and whether or not provided for in the books of account of the Transferor Company, whether disclosed or undisclosed in the Balance Sheet, shall be the debts, liabilities, duties and obligations of the Transferee Company and the Transferee Company undertakes to meet, discharge and satisfy the same.
- (b) Where any of the liabilities and obligations attributed to the Transferor Company on the Appointed Date has been discharged by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on behalf of the Transferee Company.



5.2.2. All loans raised and used and liabilities incurred by the Transferor Company after the Appointed Date but before the Effective Date for operations of the Transferor Company shall be loans and liabilities of the Transferee Company. Any guarantee/commitment letter given by the Government or any agency or bank in favour of the Transferor Company with regard to any loan or lease finance shall continue to be operative in relation to the Transferee Company's Contracts, Deeds, Approvals and Exemption etc.

Transferee Company will, at any time after coming into effect of this Scheme in accordance with provision hereof, if so required under any law or otherwise, execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangements in relation to Transferor Company are parties, in order to give formal effect to above provisions. Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of Transferor Company and to carry out or perform all such formalities or compliances referred to above on part of Transferor Company.

5.3. CANCELLATION OF SHARES

- 5.3.1. The entire issued, subscribed and paid up share capital of the Transferor Company is held by the Transferee Company along with its nominees. Upon the coming into effect of this Scheme, and with effect from Appointed Date, no equity shares of the Transferee Company shall be allotted in lieu or exchange of its holding in the Transferor Company.
- 5.3.2. Upon the Scheme coming into effect, and with effect from the Appointed Date, the entire issued, subscribed and paid-up equity capital of the Transferor Company shall, *ipso facto*, without any further application, act, deed or instrument stand extinguished and cancelled.
- 5.3.3. Upon the Scheme coming into effect, and with effect from the Appointed Date, the share certificates, if any and / or the shares in electronic form representing the equity shares held by the Transferee Company in the Transferor Company shall stand cancelled without any further act or deed for cancellation thereof by the Transferee Company, and shall cease to be in existence accordingly.

PART-III

AGREEMENTS, CONTRACTS, CONVEYANCES, ASSIGNMENTS,

LICENSES ETC.

- 6.1.1. (a) With effect from the Appointed Date and upon the Scheme becoming effective, all contracts, deeds, bonds, agreements, schemes, arrangements, insurance policies, indemnities, guarantees and other instruments of whatsoever nature in relation to the Transferor Company, or to the benefit of which the Transferor Company may be eligible, and which are subsisting or having effect immediately before the Effective



Date, shall be in full force and effect on or against or in favour of the Transferee Company and may be forced as fully and effectually as if instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto.

(b) With effect from the Appointed Date and upon the Scheme becoming effective, all permits, quotas, rights and licenses relating to trademark, know-how, technical know-how, trade names, descriptions, trading style, franchises, labels, label designs, logos, emblems, and items of such nature, colour schemes, utility models, holograms, bar codes, design patents, copyrights, privileges, software, powers and any rights title or interest in intellectual property rights in relation to the Transferor Company to which the Transferor Company is a party or to the benefit of which the Transferor Company may be entitled/eligible shall be in full force and effect on, or against, or in favour of, the Transferee Company as the case may be, and may be enforced as fully and effectually as if instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto.

(c) The Transferee Company shall be entitled to the benefit of all insurance policies which have been issued in respect of the Transferor Company and the name of the Transferee Company shall be substituted as "Insured" in the policies as if the Transferee Company was initially a party.

6.1.2. With effect from the Appointed Date and upon the Scheme becoming effective, all, rights, entitlements, licenses including those relating to tenancies, trademarks, patents, copyrights, privileges, powers, facilities of every kind and description of whatsoever nature in relation to the Transferor Company, to the benefit of which the Transferor Company may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be and remain in full force and effect in favour of or against the Transferee Company, and may be enforced fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a beneficiary or obligee thereto.

6.1.3. With effect from the Appointed Date and upon the Scheme becoming effective any statutory licenses, permissions, approvals, exemption, schemes, or consents required to carry on operations in the Transferor Company, respectively, shall stand vested in or transferred to the Transferee Company without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned there with in favour of the Transferee Company. The benefit to fall statutory and regulatory permissions, licenses, environmental approvals and consents including the statutory licenses, permissions or approvals or consents required to carry on the operations of the Transferor Company shall vest in and become available to the Transferee Company pursuant to the Scheme.



6.1.4. The Transferee Company, at any time after the Scheme becoming effective in accordance with the provisions hereof, if so required under any law or otherwise, will execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to the Transferor Company to which the Transferor Company is a party in order to give formal effect to the above provisions. 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 Company and to carry out or perform all such formalities or compliances, referred to above, on behalf of the Transferor Company.

6.2. ENCUMBRANCES

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

6.2.2. All the existing securities, mortgages, charges, encumbrances or liens (the "encumbrances"), if any as on the Appointed Date and created by the Transferor Company 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 Company, the same shall, after the Registration Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Registration 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 Company 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.

6.2.3. 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 Registration 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 Company transferred to and vested in the Transferee Company by virtue of this Scheme.

6.2.4. 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.

6.2.5. 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.



6.2.6. 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.

6.2.7. Upon the Scheme being sanctioned, a copy of Scheme being filed with the Registrar of Companies, all legal proceedings then pending by or against the Transferor Company shall thereafter be continued by or against the Transferee Company.

PART-IV

CONSIDERATION

7.1.1. For the purposes of this Scheme, it is hereby clarified that the Transferor is the Wholly Owned Subsidiary of the Transferee Company along with its nominee shareholder who holds all the shares of the Transferor Company. No consideration will be payable for the Merger of the Transferor Company with the Transferee Company and the consequent transfer of the undertaking, properties assets and liabilities of the Transferor Company to the Transferee Company. Accordingly, upon the Scheme being sanctioned by the Tribunal and the transfers having been effected as provided hereinabove, there will be no payment, or issue / allotment of any shares of the Transferee Company, to the shareholders of the Transferor Company.

7.1.2. Upon the Scheme becoming effective and with effect from the Appointed Date, in consideration of the transfer and vesting of the Undertaking including all assets and liabilities of the Transferor Company in the Transferee Company in terms of this Scheme, the entire paid-up share capital in the Transferor Company fully held by the Transferee Company (either held directly or through and/or its /nominee(s)) on the Effective Date shall be cancelled or shall be deemed to be cancelled and all such equity shares of the Transferor Company held by the Transferee Company (either in its own name or held in the name of its nominee) shall be cancelled and shall be deemed to be automatically cancelled without any further application, act, instrument or deed and no effect without any necessity of them being surrendered.

7.1.3. The Transfer and the vesting of the properties, liabilities and obligations of the Transferor Company pursuant to this Scheme shall not affect any transactions or proceedings already completed by Transferor Company on or before the Appointed Date to the end and intent that Transferee Company accepts all acts, deeds and things done and executed by and/or on behalf of Transferor Company which shall vest in Transferee Company in terms of this Scheme as acts, deeds and things made, done and executed by and on behalf of the Transferee Company.



PART-V

MISCELLANEOUS ITEMS

8.1. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFeree COMPANY

Upon the coming into effect of this Scheme, the merger of the Transferor Company with the Transferee Company shall be accounted for as per the "Indian Accounting Standard (Ind AS) 103 for Business Combination" prescribed under Section 133 of the Companies Act, 2013, as notified under the Companies (Indian Accounting Standard) Rules, 2015, (if applicable), as may be amended from time to time such that:

- 8.1.1 The Transferee Company shall, upon the Scheme being sanctioned by the Tribunal, record the assets and liabilities of the Transferor Company vested in it pursuant to this Scheme, at the respective book values thereof as appearing in the books of the Transferor Company and at the close of business on the day immediately preceding the Appointed Date.
- 8.1.2 Amounts lying in the balance of the "Statement of Profit and Loss" in the books of account of the Transferor Company shall be adjusted by the Transferee Company to its "Statement of Profit and Loss."
- 8.1.3 The excess / deficit, if any, of the value of the assets over the value of liabilities of the Transferor Company vested in the Transferee Company pursuant to this Scheme as recorded in the books of account of the Transferee Company, shall be adjusted to the General Reserve account in the books of the Transferee Company.
- 8.1.4 Subject to the above, the reserves of the Transferor Company will be incorporated in the books of the Transferee Company in the same form as they appeared in the financial statements of the Transferor Company.
- 8.1.5 If at the time of Merger, the Transferor Company and the Transferee Company have conflicting accounting policies, a uniform accounting policy shall be adopted by the Transferee Company following the Merger. The effect on the financial statements of any change in the Accounting Policies shall be reported in accordance with applicable "Indian Accounting Standard (Ind AS) 8 for Accounting Policies, Changes in Accounting, Estimates and Errors".
- 8.1.6 Investment, if any, in the equity shares capital of the Transferor Company or vice-versa, as appearing in the books of accounts of the Transferee Company, if not transferred before the Effective Date, shall stand cancelled and there shall be no further obligation / outstanding in that behalf.



8.1.7 The Loans and Advance or payables or receivables of any kind, held *inter-se*, if any between Transferor Company and the Transferee Company, as appearing in their respective books of accounts shall stand discharged prior to Effective Date.

8.2. TRANSFER OF PROFITS 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 Company 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.

8.3. STAFF, WORKMEN & EMPLOYEES

8.3.1 All the employees of the Transferor Company, who are in service on the date immediately preceding the date on which the Scheme finally takes effect, (i.e. the Effective Date) shall on and from the Effective Date and with effect from the Appointed Date, become and be engaged as the employees of the Transferee Company, without any break or interruption in service as a result of the transfer and on terms and conditions not less favourable than those on which they are engaged by the Transferor Company immediately preceding the Effective Date. Services of the employees of the Transferor Company shall be taken into account from the date of their respective appointment with the Transferor Company for the purposes of all retirement benefits and all other entitlements for which they may be eligible. For the purpose of payment of any retrenchment compensation, if any, such past services with the Transferor Company shall also be taken into account.

8.3.2 On and from the Effective Date and with effect from the Appointed Date, the services of the employees of the Transferor Company will be treated as having been continuous, without any break, discontinuance or interruption, for the purpose of membership and the application of the rules or bye-laws of provident fund or gratuity fund or pension fund or superannuation fund or other statutory purposes as the case may be.

8.3.3 It is expressly provided that, on the Scheme becoming effective and with effect from the Appointed Date, the provident fund, gratuity fund, superannuation fund or any other special fund or trusts created or existing for the benefit of the staff, workmen and other employees of the Transferor Company shall become trusts/funds of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such funds or trusts or in relation to the obligation to make contributions to the said funds or trusts in accordance with the provisions thereof as per the terms provided in the respective trust deeds or other documents, if any. It is the aim and intent of the Scheme that all rights, duties, powers and obligations of the Transferor



Company in relation to such funds or trusts shall become those of the Transferee Company. It is clarified that the services of the staff, workmen and employees of the Transferor Company which are employed with the Transferee Company will be treated as having been continuous for the purpose of the said fund or funds. The trustees including the Board of Directors of the Transferor Company and the Transferee Company or through any committee / person duly authorized by the Board of Directors in this regard shall be entitled to adopt such course of action in this regard as may be advised provided however that there shall be no discontinuation or breakage in the services of the employees of the Transferor Company.

9. OTHER ENTITLEMENTS

- 9.1. Subject to the other provisions contained in this Scheme, all contracts, business / assets purchase agreements, memorandum of undertakings, memorandum of agreement, memorandum of agreed points, letters of agreed points, arrangements, undertakings whether written or otherwise, lease, rights, deeds, bonds, other agreements and instruments of whatsoever nature to which the Transferor Company is a party or having effect immediately before the Effective Date, shall remain in full force and effect against and in favour of the Transferee Company and may be enforced fully and effectually as if, instead of the Transferor Company, as the case may be, the Transferee Company had been a party thereto. The Transferee Company shall also be entitled to the fulfilment of all contractual obligations under lease agreements entered into by the Transferor Company under their respective contracts.
- 9.2. Each of the permissions, approvals, consents, sanctions, remission, special reservation, sales tax remission, holidays, concessions and other authorizations of the Transferor Company, shall stand transferred, pursuant to the vesting orders of the Tribunal.

10. LEGAL PROCEEDINGS

- 10.1. All suit, appeal or other legal proceedings of whatsoever nature by or against the Transferor Company be pending, the same shall not abate, be discontinued or in any prejudicially affected by reason of the transfer of the Transferor Company businesses and undertakings or of anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against Transferee Company in the same manner and to the same extent as would or might have been continued, prosecuted and enforced by or against the Transferor Company, as if this Scheme has not been made.
- 10.2. After the Appointed Date, if any proceedings are taken against the Transferor Company in respect of the matters referred to hereinabove it shall defend the same at the cost of the Transferee Company and the Transferee Company shall reimburse and indemnify the Transferor Company against all liabilities and obligations incurred by the Transferor Company in respect thereof.



10.3. The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company referred to hereinabove transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company to the exclusion of the Transferor Company.

11. 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 Company 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 Company or of anything contained in this Scheme, but the said proceedings, shall till the Registration Date be continued, prosecuted and enforced by or against Transferor Company 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 Company if this Scheme had not been made. Transferee Company shall take steps to have the above mentioned proceedings continued in its name.

12. CONDUCT OF BUSINESS

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

- (a) The Transferor Company shall carry on and shall be deemed to have been carrying on their business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all the respective assets of the Transferor Company and the entire business and Undertaking for and on account of, and in trust for, the Transferee Company. The Transferor Company hereby undertakes to hold the said assets with utmost prudence until the Effective Date.
- (b) All the profits or income, taxes (including advance tax, tax deducted at source and MAT credit) or any costs, charges, expenditure accruing or arising to the Transferor Company or expenditure or losses arising or incurred or suffered by the Transferor Company shall for all purposes be treated and deemed to be and accrue as the profits, income, taxes, tax losses, MAT credit, costs, charges, expenditure or losses of the Transferee Company, as the case may be.
- (c) Any exemption from any or any assessment with respect to any tax which has been granted or made, or any benefit by way of setoff or carry forward as the case may be of any unabsorbed depreciation or investment allowance or other allowance or loss which



has been extended or is available to the Transferor Company under the Income Tax Act shall be available to the Transferee Company.

- (d) For the removal of doubt, it is clarified that to the extent there are inter-company loans, deposits, obligation, balances or other outstanding as between the Transferor Company inter-se and/or the Transferee Company, the obligations in respect thereof shall come to an end and there shall be no liability in that behalf and corresponding effect shall be given in the books of account and records of the Transferee Company for the reduction of such assets or liabilities as the case may be.
- (e) The Transferee Company shall be entitled, pending the approval / representation of the Scheme from the Tribunal and other Appropriate Authorities and any other agencies, departments and authorities concerned, to make applications with various authorities as are necessary under any law for which the Transferee Company may require to carry on the business of the Transferor Company and to give effect to the Scheme.
- (f) The Transferor Company shall carry on their business activities with reasonable diligence and business prudence and in the same manner as they had been doing hitherto and shall not undertake any additional financial commitments of any nature whatsoever, alter or substantially expand the business, borrow any amounts or incur any other liabilities or expenditure issue any additional guarantees indemnities, letters of comfort or commitment either for itself or on behalf of its subsidiary or any third party, or vary the terms and conditions of the service of its respective staff, workmen and employees except in the ordinary courses of business or sell transfer, alienate, charge mortgage or encumber or deal, save and except, in each case, in the following circumstances:
 - (i) if the same is in the ordinary course of business as carried on by it as on the date of filing this Scheme with Tribunal; or
 - (ii) if the same is expressly permitted by this Scheme; or
 - (iii) if written consent of the Transferee Company has been obtained.

12.2 Any of the rights, powers, authorities and privileges attached or related or pertaining to and exercised by or available to the Transferor Company shall be deemed to have been exercised by the Transferor Company 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 Company shall be deemed to have been undertaken or discharged for and on behalf of and as agent for the Transferee Company.

12.3 Upon the Scheme coming into effect, Transferee Company shall commence and carry on and



shall be authorised to carry on the businesses carried on by the Transferor Company.

12.4 For the purpose of giving effect to the vesting order passed under Sections 230 to 232 of the Companies Act, 2013 read with Rule 20 of the Companies (Compromise, Arrangement and Amalgamation), Rules, 2016 as amended or replaced, from time to time in respect of this Scheme by the Tribunal, Transferee Company shall, at any time pursuant to the orders on this Scheme, be entitled to get the record of the change in the legal right(s) upon the vesting of the Transferor Company businesses and undertakings in accordance with the provisions of Sections 230 to 232 of the Companies Act, 2013. Transferee Company shall be authorised to execute any pleadings, applications, forms, etc. as are required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of this Scheme.

13. DISSOLUTION OF THE TRANSFEROR COMPANY

13.1 On occurrence of the Effective date, Transferor Company shall, without any further act or deed, shall stand dissolved without winding up.

13.2 On and with effect from the Effective Date, the name of the Transferor Company shall be dissolved without process of being liquidated. The Transferee Company shall make necessary filings in this regard, if required and/or necessary.

PART-VI

GENERAL TERMS AND CONDITIONS

14. VALIDITY OF EXISTING RESOLUTIONS, ETC.

Upon the coming into effect of the Scheme and with effect from the Appointed Date, the resolutions of the Transferor Company as are considered necessary by the Board of Directors of Transferee Company which are validly subsisting be considered as resolutions of Transferee Company. If any such resolutions have any monetary limits approved under the provisions of the 1956 Act as well as under the provisions of the Companies Act, 2013 or of any other applicable statutory provisions, then the said limits, as are considered necessary by the Board of Directors of Transferee Company, shall be added to the limits, if any, under the like resolutions passed by Transferee Company.

15. CONDITIONALITY OF THE SCHEME

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



- 15.1 The Representation of Income Tax Authorities, the Reserve Bank of India, the Securities and Exchange Board of India, the Regional Director, the Registrar of Companies, the Stock Exchanges, Official Liquidator and such other Appropriate Authority in terms of Section 230(5) of the Companies Act, 2013 or sanction order made by Tribunal under Section 232(3) of the Companies Act, 2013, as the case may, being obtained by the Transferor Company and the Transferee Company from the Appropriate Authority.
- 15.2 The Scheme being agreed to by the requisites majority of members of the Transferor Company and Transferee Company.
- 15.3 The requisite consent, approval or permission of the Tribunal or any other statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme.
- 15.4 The certified copies of the orders of the Tribunal sanctioning the Scheme are filed with the Registrar of Companies having jurisdictions of Transferee Company.
- 15.5 Compliance with such other conditions as may be imposed by the Tribunal.
- 15.6 All other sanctions and approvals, as may be required by law, in respect of this Scheme being obtained.

16. FILING OF THE SCHEME WITH THE RELEVANT AUTHORITIES

- 16.1 The Transferor Company and the Transferee Company shall, with all reasonable diligence, make and pursue the representation(s), if any made by the Income Tax Authorities, the Reserve Bank of India, the Securities and Exchange Board of India, the Regional Director, the Registrar of Companies, the Stock Exchanges, Official Liquidator and such other Appropriate Authority which are likely to be affected by the Scheme of Arrangement, within thirty days from the date of receipt of such notice by the said Authorities, failing which, it shall be presumed that they have no representations to make on the proposals for sanctioning the Scheme of Merger under Sections 230 to 232 of the Companies Act, 2013, for carrying this Scheme into effect and for dissolution of the Transferor Company without winding up.
- 16.2 The Transferee Company and Transferor Company shall file copy of the Scheme so approved in the manner prescribed under Section 232(5) of the Act and rules made thereunder, with the Registrar of Companies where the Registered Office of both the Companies is situated and comply with the provisions of the Act in this respect for carrying this Scheme into effect.
- 16.3 It is hereby clarified that submissions of the Scheme to the above said authorities and to any authorities for their respective approvals is without prejudice to all rights, interest, titles and defenses that Transferor Company and Transferee Company has or may have under or pursuant to all applicable laws.



16.4 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority, if required, under any law for such consents and approvals which the Transferee Company may require to own the Undertaking and to carry on the business of the Transferor Company.

17 MODIFICATIONS OR AMENDMENTS TO THE SCHEME

17.1 The Scheme is subject to such modifications or amendments as the Tribunal may impose, and / or the Directors of the Companies concerned may effect or assent to, on behalf of all concerned and the Directors of each Company may do such other acts, deeds and things as may be necessary for carrying this Scheme into effect. The Transferee Company and the Transferor Company by their respective Board of Directors 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 other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and / or any matter concerned or connected therewith.

17.2 Since there are NIL creditors of the Transferor Company, this Scheme shall not in any manner affect the right of any of the creditors of the Transferor Company.

17.3 This Scheme shall become operative as soon as the certified copy of the order of Tribunal confirming this Scheme is filed with the Registrar of Companies. Upon coming into effect of the Scheme, all permissions, licenses approvals, incentives, remissions, tax-incentives, consents, sanctions, and other authorizations, pertaining to the activities of the Transferor Company, to which the Transferor Company is entitled to, shall stand vested and permitted or continued by the order of sanction of the Tribunal in the Transferee Company without payment of any duty. Therefore the Transferee Company shall file the Scheme, for the record of the statutory authorities who shall take it on file, pursuant to the sanction orders of the Tribunal. The Transferee Company is authorized to take all such steps on behalf of the Transferor Company as may be necessary to give effect to the provisions contained above.

18. 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 Company and to which Transferor Company 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 Registration 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 favour of Transferee Company, as the case may be, and may be enforced as fully and effectual



as if, instead of Transferor Company, 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 Transferor 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 innovations in order to give formal effect to the provisions of this Clause, if so required or if it becomes necessary.

19. RIGHTS OF SHAREHOLDERS

The holders of shares of Transferor Company 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 companies of which they are member till the Effective Date.

20. PLACE OF VESTING

The vesting of the Undertakings shall by virtue of the provisions of this Scheme and the effects of the provisions of Sections 230 to 232 of the Companies Act, 2013, take place at the Registered Office of Transferee Company.

21. EFFECT OF NON-RECEIPT OF APPROVALS

21.1. In the event of any of the said approvals or conditions enumerated in the Scheme not being obtained and / or complied with and / or satisfied and / or confirmation order or orders not being passed by the Tribunal / Appropriate Authority as aforesaid by such date as may be mutually agreed upon by the respective Board of Directors of the Transferor Company and the Transferee Company (who are hereby empowered and authorised to agree to and extend the aforesaid period from time to time without any limitations in exercise of their powers through and by their respective delegate(s)), this Scheme shall stand revoked, cancelled and be of no effect.

21.2. The Board of Directors of the Transferor Company and the Transferee Company shall be entitled to withdraw this Scheme prior to the Effective Date.

21.3. Transferor Company and Transferee Company shall be at liberty to withdraw from this Scheme in case any condition or alteration imposed by the Tribunal / Appropriate Authority or any other authority is not on terms acceptable to them.

21.4. The Board of Directors of the Transferor Company and the Transferee Company shall be entitled to revoke, cancel and declare the Scheme of no effect if they are of the view that the coming into effect of the Scheme with effect from the Appointed Date could have adverse implications on the Transferor Company and/ or the Transferee Company.



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

21.6. Further, in the case of non-receipt of approvals to the Scheme, no rights and liabilities whatsoever shall accrue to or be incurred inter-se by the Transferor Company or the Transferee Company or their shareholders or creditors or employees or any other person.

22. SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of the entire Undertaking of the Transferor Company under Clause 4 above and the continuance of proceedings under Clause 10 above by or against the Transferee Company mentioned in the Scheme shall not affect any transaction or proceedings already concluded by the Transferor Company on or 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 done and executed by the Transferor Company in regard thereto, as if done and executed by the Transferee Company on its behalf.

PART – VII

TAXES/ DUTIES/ CESS/ COST CHARGES AND EXPENSES

23. TAX / DUTIES / CESS

23.1 The Transferor Company and the Transferee Company are expressly permitted to file/revise their Income Tax, Wealth Tax, Service Tax, GST and other statutory returns, consequent to the Scheme becoming effective, notwithstanding that the period for filing/revising such returns may have lapsed. The Transferor Company and the Transferee Company are expressly permitted to amend TDS/TCS or other statutory certificates and shall have the right to claim refunds, advance tax credits, set offs, adjustments etc., relating to their respective incomes/transactions from the Appointed Date. It is specifically declared that the taxes / duties paid by the Transferor Company relating to the period on or after the Appointed Date whether by way of deduction at source or advance pertaining to the activities of the Transferor Company, shall be deemed to be the taxes/duties paid by the Transferee Company.



and the Transferee Company shall be entitled to claim credit for such taxes deducted / paid against its tax / duty liabilities notwithstanding that the certificates / challans or other documents for payment of such taxes / duties are in the name of the Transferor Company. It is declared that all the tax losses pertaining to the activities of the Transferor Company upto the Appointed Date will be transferred to the Transferee Company. Further any tax, duty payments not directly relatable to the Transferor Company shall be apportioned between the Transferor Company and the Transferee Company on the appropriate basis as the Board of the Transferor Company and the Transferee Company mutually in their discretion deem fit and proper.

23.2 All benefits which the Transferor Company is entitled to under various schemes and policies under various laws, regulations and notifications benefits under all of such schemes and policies shall be transferred to and vest in the Transferee Company and all benefits and entitlements of any nature whatsoever including sales tax concessions shall be claimed by the Transferee Company and these shall relate back to the Appointed Date as if the Transferee Company was originally entitled to all benefits under such policies, subject to continued compliance by the Transferee Company of all the Terms and the Conditions subject to which the benefits under the policies were made available to the Transferee Company. Further where any payment made by the Transferor Company is exempt from deduction of tax at source under the tax provisions of the Income Tax Act, 1961 such exemption from tax will continue to be available as if the provisions of the said Act were operative in relation to the Transferee Company.

23.3 All taxes (including income tax, service tax, VAT, GST etc.) paid or payable by the Transferor Company in respect of the operations and/or the profits of the business before the Appointed Date, shall be on account of the Transferor Company and, in so far as it relates to the tax payment (including, without limitation, sales tax, excise duty, custom duty, income tax, service tax, VAT, GST etc.), whether by way of deduction at source, advance tax or otherwise how so ever, by the Transferor Company 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.

23.4 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 Company so far as is necessitated on account of the Scheme becoming effective from 1st April, 2020, being the Appointed Date under the Scheme.



24 COST CHARGES AND EXPENSES

24.1 All past, present and future costs, charges, fees, taxes including duties (including stamp duties, if any, applicable in relation to this Scheme), levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferor Company and of the Transferee Company respectively, arising out of or incurred in carrying out and implementation in relation to or in connection with negotiations leading upto this Scheme and carrying out and completing the terms and provisions of this Scheme and activities incidental to the completion of merger in pursuance of this Scheme, shall be borne and paid by the Transferee Company.

