

8<sup>th</sup> February, 2021

The Manager  
Department of Corporate Services  
Bombay Stock Exchange Ltd,  
Phiroze Jeejeebhoy Towers  
Dalal Street,  
Mumbai-400001

The Manager  
The National Stock Exchange of India Ltd.  
Exchange Plaza, 5<sup>th</sup> Floor  
Plot No-C/1, G Block,  
Bandra Kurla Complex  
Mumbai -400051

The Secretary  
The Calcutta Stock Exchange Association Ltd.  
7 Lyons Range  
Kolkata-700001

Dear Sir,

Sub: **Intimation under Regulation 37(6) of the SEBI (Listing Obligations and Disloure Requirements) Regulations, 2015 – Scheme of Amalgamtion**

We write in continuation of our letter dated 30 December 2020 on the subject. We would like to further inform that the Company has filed on 6<sup>th</sup> February, 2021, the Scheme of Amalgamation of Trishan Metals Private Limited, Wholly Owned Subsidiary with the Company, with National Company Law Tribunal, Kolkata Bench under Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act and rules framed thereunder.

Pursuant to Regulation 37(6) of the SEBI (Listing Obligations and Disloure Requirements) Regulations, 2015, we enclose certified true copy of the scheme of Amalgamation of Trishan Metals Private Limited, Wholly Owned Subsidiary with the Company

This is for your kind information and records.

Thanking you,

Yours faithfully

For IFB INDUSTRIES LIMITED

*G Ray Chowdhury*

G Ray Chowdhury  
(Company Secretary)

**COMPOSITE SCHEME OF AMALGAMATION**  
**UNDER SECTIONS 230 TO 232 AND OTHER APPLICATION PROVISIONS OF**  
**THE COMPANIES ACT, 2013**  
**BETWEEN**  
**TRISHAN METALS PRIVATE LIMITED**  
**(Transferor Company)**  
**AND**  
**IFB INDUSTRIES LIMITED**  
**(Transferee Company)**  
**AND**  
**THEIR RESPECTIVE SHAREHOLDERS**



Trishan Metals Private Limited  
  
Director

IFB Industries Ltd.  
  
Authorised Signatory

For IFB INDUSTRIES LTD.  
  
COMPANY SECRETARY

**(A) BACKGROUND OF THE COMPANIES**

1. Trishan Metals Private Limited, the "Transferor Company", having its registered office at Bamunari NH – 2, Delhi Road, Hooghly – 712250, West Bengal and Corporate Identity Number U27109WB1996PTC079844, a private limited company within the meaning of the Companies Act, 2013, was originally incorporated as "Lyka Udyog Private Limited" on 28<sup>th</sup> May, 1996 under the Companies Act, 1956 in the State of West Bengal. It was subsequently renamed as "M/s Walzen Steel India Private Limited" and thereafter, renamed again, to its present name i.e. Trishan Metals Private Limited and a fresh Certificate of Incorporation consequent upon change of name issued on 14<sup>th</sup> June, 2013 by the Registrar of Companies, West Bengal. The Transferor Company has been incorporated with, *inter alia*, the following main objects:

- (i) To carry on business as buyers, sellers, supplies, traders, merchants, importers, exporters, indentors, factors, manufacturers, producers, agents, buying & selling agents, brokers, commission agents, assemblers, packers, stockists, distributors, hire purchaser and dealers of and in all kinds of metals, ferrous and non-ferrous metals, ferro alloys, ferro silicon, grogs, mill scale tin, brass, ferro molybdenum, ferro tungsten, ferro titanium, ferro niobium, ferro chrome, copper, and all sorts of other metals, dealers in all kinds and description of iron and steel, copper, aluminium, aluminium alloy, structural steel, stainless steel, carbon steel, alloy steel, mild steel, micro-alloy steel, tool steel and other special steel group and their products such as ingots, billets, blooms, sheets, strips, rounds, rods, bars, tops, squares, inverted angles, valve, plates, mining U-beam, elevator guide channels, flats, slabs, I-Beams, H-Beams, rails, joints, joist channels, angles, rolls, steelstrips, plates plain and cooled twisted bars, Z-sections, shafting, structural pipes, tubes, cables, conductors, super enabled & PVC cable & wires, wires, etc., and all other varieties of profiles and products whether forged, rolled, cast or drawn and all products intermediated and by-products consequent to or obtained in the process of manufacture of above articles.
- (ii) To carry on the business of founders of ferrous and non ferrous metals, sheet metal works, mechanical, structural, electrical and metallurgical engineers.

For IFB INDUSTRIES LTD.

*G Raychowdhary*

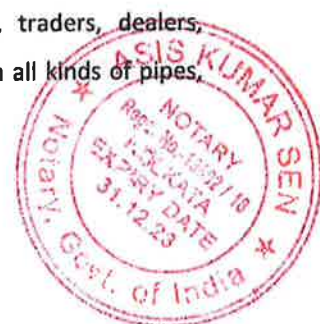
COMPANY SECRETARY



manufacturer of machinery and implements of all kinds, tools makers, brass founders, metal works, boiler makers, mill wrights, iron and steel converters, smiths, wood workers, builder, printers, electrical engineers, framers, carriers and merchants and to buy, sell, manufacture, repair, convert, alter, let on hire and dealing in machinery, implements, rolling stock and hardware, to carry on the work of cast iron foundry for the manufacture of all types of pipes and pipe-fittings, water reservoirs, drainage requisites including manhole frames and covers, graftings and ladders, cast iron sanitary appliance and fittings including flushing cisterns, bath-tubes, wash-basins, cast iron, building requisites including railing, spiral stairs, ladders, ventilators, ornamental window frames, pillars, agricultural implements including choppers, sloughs, cast iron, railway casting including sleepers, fish plates, wheels and other fittings, household requisites and utensils including cooking pans, containers, coal mining and engineering requisite including opinions, tube-wheels, pump parts and other general and special castings. To carry on the work of mechanical and electrical engineers and to run a workshop to undertake and execute all type of mechanical and structural jobs of manufacturing, fabrication and erection of building and articles and to do various types of sheets, metal work including manufacturing and construction of storage tanks, buckets, drums, various types of containers and other similar items that may be easily marketable.

- (iii) To carry on the business as manufacturers, merchants, buyers, sellers, wholesalers, retailers, suppliers, commission agents, brokers, sub agents, importers, indenting agents, stockists, distributors and dealers in all types of minerals, all kinds of machineries, equipments, tools, spare parts, accessories, electronic and electrical goods, engineering goods, industrial raw materials, hardwares, machinery's parts, equipments & components, earth moving machinery & vehicles and their allied parts & components and Iron & Steels pipes and to do all types of engineering fabrication jobs.
- (iv) To carry on business as manufacturers, producers, converters, processors, founders, moulders, casters, forgers, makers, fabricators, formers, extruders, reconditioners, machinists, finishers, exporters, importers, traders, dealers, distributors, stockists, buyers, sellers, agents or merchants in all kinds of pipes,

For IFB INDUSTRIES LTD.  
*G. Ravi chowdhary*  
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tubes, including conduit pipes, lancing tubes, stay tubes, hydraulic tubes, steel pressure tubes, super heater tubes, heat exchanger tubes, RCC spun pipes, Hume pipes, Oxygen lancing pipes, steel tublar poles, fittings, including valves, cokes, flanges, couplings, clamps, elbows, tees, reducers, union, sockets, bends, nipples of ERW, black G.I., mild steel, carbon steel, stainless steel, C.R.C.A. strips, High tensile strips, hardened & tempered strips, galvanised strips, coated strips and all kind of steel strips, cast iron, sponge iron, S.G. iron, carbon steel, mild steel, P.V.C. plastic, allied chemical, compound, asbestos, cement, gas, water, oil, precision, electric, sanitary, structure, mechanic, furniture, pneumatic transformer through electric resistance welding process, extrusion process, built welding type or any other process.

2. IFB Industries Limited, the "Transferee Company", having its Registered Office at 14, Taratolla Road, Kolkata – 700 088 and Corporate Identity Number (CIN) L51109WB1974PLC029637, a public limited company within the meaning of the Companies Act, 2013, was originally incorporated as "Indian Fine Blank Limited" on 12<sup>th</sup> September, 1974 under the Companies Act, 1956 in the State of West Bengal. It was subsequently renamed to its present name i.e., IFB Industries Limited and a fresh Certificate of Incorporation consequent upon change of name issued on 19<sup>th</sup> July, 1989 by the Registrar of Companies, West Bengal. The Transferee Company has been incorporated with, *inter alia*, the following main objects:

- (i) To manufacture and/or assemble tools, precision components, stampings, and equipments aeronautics and/or other industries and also machinery for manufacture of such tools, components and stampings.
- (ii) To buy, sell, erect and service, tools, precision components and equipment for the manufacture of precision components in India and abroad.
- (iii) To render consultancy services in the manufacture of tools, components and precision equipments.
- (iv) To carry on the business of metal foundries, manufacturers or rollers of steel, aluminium brass, copper, lead, silver and metal sheets, wires, rods, squares, and

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*G. R. Chowdhury*  
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plates of all sizes and description, aluminium, lead and other metal foils and utensils, lead and brass pipes, sheets, ingots and circles and parts.

- (v) To manufacture, assemble, market, fabricate, lease, supply, distribute, buy, sell, import, export, design, manipulate, exchange, alter, improve, prepare, install, maintain, repair or otherwise deal in any or all types of electronic items including all kinds of tools, equipments, components, assemblies, appliances, accessories, peripherals, processors required for the purpose including software for such items.
- (vi) To undertake and execute any contracts for work including civil construction and/or involving supply or use of any machinery/equipment and to carry out any ancillary or other works comprised in such contracts.
- (vii) To manufacture, assemble, market, fabricate, lease, supply, sell, import, export, design, manipulate, exchange, alter, improve, prepare, instal, maintain, repair or otherwise deal in all or any types of consumer durables, for domestic and/or industrial usages including air-conditioners and refrigerators and also including non-conventional equipment, whether energy operated or not and including all types of vehicles and related types of equipment and any other products, assemblies and accessories for all such items and appliances.

**(B) OVERVIEW AND OPERATION OF THIS SCHEME**

This Scheme provides for the amalgamation of the Transferor Company with the Transferee Company (as defined hereinafter), in the manner set out in this Scheme, and in accordance with the provisions of Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of Applicable Law.

**(C) RATIONALE FOR THIS SCHEME**

The amalgamation of the Transferor Company with the Transferee Company would *inter alia* have the following benefits:

- (a) The Transferor Company is engaged in the business of manufacturing ferrous and non-ferrous metals, ferro alloys, iron and steel, structural steel, stainless steel, carbon steel, alloy steel, and their products such as ingots, billets, sheet metal etc.



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G Ray chowdhary  
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and the Transferee Company is engaged in the business of manufacturing of tools, components, stamping, precision equipments and consumer durables etc. Finished product of transferor company is utilized by the Transferee Company as its raw material for manufacturing various fine blanking components. The proposed amalgamation is a backward integration for the Transferee Company. The Transferor Company is a wholly owned subsidiary of the Transferee Company.

- (b) The proposed amalgamation will lead to mitigating the supply chain risks of the Transferee Company and also higher growth of the Transferee Company;
- (c) The proposed amalgamation will rationalize the management structure, enhance customer reach, reduce overhead costs and ultimately lead to increased top line and bottom line for the merged entity;
- (d) The proposed amalgamation will help the Transferee Company to achieve economies of scale, more focused, operational efforts, standardization and simplification of business processes and productivity improvements;
- (e) The Boards of the Transferor Company as well as the Transferee Company believe that this amalgamation will contribute to smooth integration of both the Companies and would benefit the shareholders, employees and other stakeholders of the Transferor Company and the Transferee Company;
- (f) Under a liberalised, fast changing and highly competitive environment, this amalgamation shall strengthen the businesses of the Transferor Company and the Transferee Company by pooling up resources for common purpose;
- (g) The proposed amalgamation will enable the future business activities to be carried on more conveniently and advantageously with a larger asset base besides achievement of management efficiency, reduction in administrative cost, optimisation of resources, enhanced flexibility in funding of expansion plans, improving profitability and stronger balance sheet of the merged company;
- (h) Cost savings are expected to flow from more focused operational efforts, rationalisation, standardisation and simplification of business processes, and the elimination of duplication and rationalization of administrative expenses;

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*G. Ray Chowdhury*

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- (i) The proposed amalgamation will reduce management overlaps, as Directors of the Transferor Company are also directors in the Transferee Company, which will improve efficiency in managing the companies;
- (j) Elimination of multiple entities will help in streamlining the organization structure of the Transferee Company and the proposed amalgamation will prevent cost duplication and will result in synergies in operations which would increase the operational efficiency and integration of business functions;

In view of the aforesaid, the Board of Directors of the Transferor Company as well as the Transferee Company have considered and proposed the amalgamation of the Transferor Company and its entire undertaking and business with the Transferee Company in order to benefit the shareholders, creditors, employees, and other stakeholders of the Transferor Company and the Transferee Company. Accordingly, the Board of Directors of both the companies have formulated this Scheme of Amalgamation for the transfer and vesting of the entire undertaking and business of the Transferor Company to the Transferee Company pursuant to the provisions of Section 230 to Section 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013.

**(D) PARTS OF THIS SCHEME**

This Scheme is divided into the following parts:

- (i) PART I deals with the definitions of capitalized terms used in this Scheme and the share capital of the Transferor Company and the Transferee Company;
- (ii) PART II deals with the amalgamation of the Transferor Company with the Transferee Company; and
- (iii) PART III deals with the general terms and conditions that would be applicable to this Scheme.

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*G. Ray Chowdhary*

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## PART I

### 1. DEFINITIONS

1.1. In this Scheme, unless inconsistent with the subject or context thereof, (i) capitalised terms defined by inclusion in quotations and/ or parenthesis have the meanings so ascribed; (ii) subject to (iii) below, all terms and words not defined in this Scheme shall have the same meaning ascribed to them under Applicable Laws; and (iv) the following expressions shall have the following meanings:

1.1.1. **"Act"** means the Companies Act, 2013 to the extent of the provisions notified and the Companies Act, 1956 to the extent of its provisions in force and shall include any other statutory amendment or re-enactment or restatement and the rules and/ or regulations and/ or other guidelines or notifications under Applicable Laws, made thereunder from time to time;

1.1.2. **"Appointed Date"** means 1<sup>st</sup> April, 2021;

1.1.3. **"Applicable Law"** means any applicable central, provincial, local or other law including all applicable provisions of all (a) constitutions, decrees, treaties, statutes, laws (including the common law), codes, notifications, rules, regulations, policies, guidelines, circulars, directions, directives, ordinances or orders of any Appropriate Authority, statutory authority, court, tribunal having jurisdiction over the Parties; (b) Permits; and (c) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Appropriate Authority having jurisdiction over the Parties and shall include, without limitation, the listing agreement executed with the Stock Exchanges in the case of the Transferee Company.

1.1.4. **"Appropriate Authority"** means:

- (a) the government of any jurisdiction (including any central, state, municipal or local government or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, central bank, commission or other authority thereof;
- (b) any public international organisation or supranational body and its institutions, departments, agencies and instrumentalities;

For IFB INDUSTRIES LTD.

*G. Raj Choudhary*

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- (c) any governmental, quasi-governmental or private body or agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, tax, importing or other governmental or quasi-governmental authority including (without limitation) the Competition Commission of India, SEBI (as defined hereinafter), and the Tribunal (as defined hereinafter); and
- (d) any Stock Exchange.
- 1.1.5. **"Board"** in relation to the Transferor Company and the Transferee Company as the case may be, means the board of directors of such company, and shall include a committee of directors or any person authorized by the board of directors or such committee of directors duly constituted and authorized for the purposes of matters pertaining to the amalgamation, this Scheme or any other matter relating thereto.
- 1.1.6. **"Effective Date"** means the last of the date on which all the conditions specified in Clause 17 (Conditions Precedent) of this Scheme are complied with.
- 1.1.7. **"Encumbrance"** means (i) any charge, lien (statutory or other), or mortgage, any easement, encroachment, right of way, right of first refusal or other encumbrance or security interest securing any obligation of any Person; (ii) pre-emption right, option, right to acquire, right to set off or other third party right or claim of any kind, including any restriction on use, voting, selling, assigning, pledging, hypothecating, or creating a security interest in, place in trust (voting or otherwise), receipt of income or exercise; or (iii) any equity, assignments, hypothecation, title retention, restriction, power of sale or other type of preferential arrangements; or (iv) any agreement to create any of the above; the term "Encumber" shall be construed accordingly;
- 1.1.8. **"INR"** means Indian Rupee, the lawful currency of the Republic of India.
- 1.1.9. **"Parties"** shall mean collectively the Transferor Company and the Transferee Company and "Party" shall mean each of them, individually;
- 1.1.10. **"Permits"** means all consents, licences, permits, permissions, authorisations, rights, clarifications, approvals, clearances, confirmations, declarations, waivers, exemptions, registrations, filings, whether governmental, statutory, regulatory under Applicable Law;

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*G. Ray choudhary*

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- 1.1.11. **"Person"** means an individual, a partnership, a corporation, a limited liability partnership, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or an Appropriate Authority;
- 1.1.12. **"RoC"** means the Registrar of Companies, Kolkata
- 1.1.13. **"Scheme"** means this scheme of amalgamation, with or without any modification approved or imposed or directed by the Tribunal;
- 1.1.14. **"SEBI"** means the Securities and Exchange Board of India;
- 1.1.15. **"SEBI Circular"** shall mean the circular issued by the SEBI, being Circular CFD/DIL3/CIR/2017/21 dated March 10, 2017, SEBI Circular No. CFD/DIL3/CIR/2018/2 dated 3<sup>rd</sup> January 2018 and SEBI Notification No. SEBI/HO/CFD/DIL1/CIR/P/2020/249 dated December 22, 2020 and any amendments thereof, modifications issued pursuant to regulations 11 and 37 of the SEBI (Listing Obligations and Disclosure Requirements), Regulations, 2015;
- 1.1.16. **"Stock Exchanges"** means the National Stock Exchange of India Limited ("NSE"), BSE Limited ("BSE"); and Calcutta Stock Exchange Limited ("CSE");
- 1.1.17. **"Taxation"** or **"Tax"** or **"Taxes"** means all forms of taxes and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions and levies and whether levied by reference to income, profits, book profits, gains, net wealth, asset values, turnover, added value or otherwise and shall further include payments in respect of or on account of Tax, whether by way of deduction at source, advance tax, minimum alternate tax or otherwise or attributable directly or primarily to the Transferor Company or the Transferee Company or any other Person and all penalties, charges, costs and interest relating thereto;
- 1.1.18. **"Tax Laws"** means all Applicable Laws, acts, rules and regulations dealing with Taxes including but not limited to the income-tax, wealth tax, sales tax / value added tax, service tax, goods and services tax, excise duty, customs duty or any other levy of similar nature;
- 1.1.19. **"Transferee Company"** means IFB Industries Limited, a public limited company, within the meaning of the Companies Act, 2013, listed with the Stock Exchanges,

For IFB INDUSTRIES LTD.

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having corporate identity number L51109WB1974PLC029637 and having its registered office at 14, Taratolla Road, Kolkata - 700 088;

1.1.20. **"Transferor Company"** means Trishan Metals Private Limited, a private company, within the meaning of the Companies Act 2013, having corporate identity number U27109WB1996PTC079844 and having its registered office at Bamunari NH-2, Delhi Road, Hooghly – 712250, West Bengal

1.1.21. **"Tribunal"** means the National Company Law Tribunal having jurisdiction over the Transferor Company and the Transferee Company.

## 1.2. INTERPRETATIONS

In this Scheme, unless the context otherwise requires:

1.2.1. words denoting singular shall include plural and vice versa;

1.2.2. headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;

1.2.3. references to the word "include" or "including" shall be construed without limitation;

1.2.4. a reference to an article, clause, section, paragraph or schedule is, unless indicated to the contrary, a reference to an article, clause, section, paragraph or schedule of this Scheme;

1.2.5. unless otherwise defined, the reference to the word "days" shall mean calendar days;

1.2.6. Reference in this Scheme to the date of "coming into effect of this Scheme" or "effectiveness of this Scheme" shall mean the Effective Date;

1.2.7. reference to a document includes an amendment or supplement to, or replacement or novation of, that document; and

1.2.8. word(s) and expression(s) elsewhere defined in this Scheme will have the meaning(s) respectively ascribed to them.

For IFB INDUSTRIES LTD.

*G. Ramesh Choudhary*

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**2. SHARE CAPITAL**

2.1. The share capital of the Transferor Company as on 31<sup>st</sup> March, 2020 is as follows:

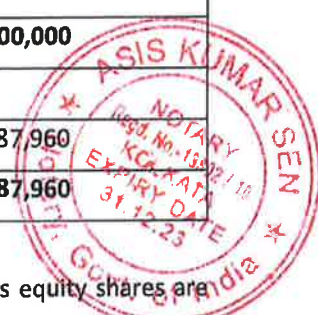
Particulars	INR
<b>Authorised Share Capital</b>	
2,40,00,000 equity shares of INR 10 each	24,00,00,000
<b>Total</b>	<b>24,00,00,000</b>
<b>Issued, Subscribed and Paid-up Capital</b>	
23,474,020 equity shares of INR 10 each	23,47,40,200
<b>Total</b>	<b>23,47,40,200</b>

The equity shares of the Transferor Company are not listed on any stock exchange in India or elsewhere. Subsequent to the above date and also the date of approval of this Scheme by the Board of Directors of Transferor Company, there has been no change in the stated share capital of the Transferor Company.

2.2. The share capital structure of the Transferee Company as on 31<sup>st</sup> March, 2020 is as follows:

Particulars	INR
<b>Authorised Share Capital</b>	
6,50,00,000 Equity Shares of Rs.10/- and 3,00,00,000 Cumulative Redeemable Preference Shares of Rs.10/- each	95,00,00,000
<b>Total</b>	<b>95,00,00,000</b>
<b>Issued, Subscribed and Paid-up Capital</b>	
4,05,18,796 equity shares of INR 10 each	40,51,87,960
<b>Total</b>	<b>40,51,87,960</b>

The Transferee Company is a public limited company and its equity shares are listed on the NSE, BSE and the CSE. Subsequent to the above date and also the



date of approval of this Scheme by the Board of Directors of Transferee Company, there has been no change in the stated share capital of the Transferee Company.

**3. DATE OF TAKING EFFECT AND IMPLEMENTATION OF THIS SCHEME**

- 3.1. This Scheme as set out herein in its present form or with any modification(s), as may be approved or imposed or directed by the Tribunal or made as per Clause 16 of this Scheme, shall become effective from Appointed Date but shall be operative from the Effective Date.

**PART II**

**AMALGAMATION OF TRANSFEROR COMPANIES WITH THE TRANSFEE COMPANY**

**4. TRANSFER OF ASSETS AND LIABILITIES**

- 4.1. With effect from the opening of business hours of the Appointed Date, and subject to the provisions of this Scheme and pursuant to Section 232 of the Act and Section 2(1B) of the Income-tax Act, 1961, the Transferor Company shall stand amalgamated with the Transferee Company as a going concern and all assets, liabilities, contracts, arrangements, employees, Permits, licences, records, approvals, etc. of the Transferor Company shall, without any further act, instrument or deed, stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, so as to become as and from the Appointed Date, the assets, liabilities, contracts, arrangements, employees, Permits, licences, records, approvals, etc. of the Transferee Company by virtue of, and in the manner provided in this Scheme.

- 4.2. Without prejudice to the generality of the above and to the extent applicable, unless otherwise stated herein, with effect from the Appointed Date:

- 4.2.1. With respect to the assets of the Transferor Company that are movable in nature or are otherwise capable of being transferred by manual delivery or by paying

For IFB INDUSTRIES LTD.

*G. Ramesh chowdhary*

COMPANY SECRETARY



over or endorsement and/or delivery, the same may be so transferred by the Transferor Company by operation of law without any further act or execution of an instrument with the intent of vesting such assets with the Transferee Company as on the Appointed Date;

4.2.2. Subject to Clause 4.2.3 below, with respect to the assets of the Transferor Company, other than those referred to in Clause 4.2.1 above, including all rights, title and interests in agreements (including agreements for lease or license of the properties), investments in shares, mutual funds, bonds and any other securities, sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, semi-Government, local and other authorities and bodies, customers and other persons, whether or not the same is held in the name of the Transferor Company the same, shall, without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred to and vested in the Transferee Company, with effect from the Appointed Date by operation of law as transmission, as the case may be, in favour of Transferee Company. With regard to the licenses of properties, the Transferee Company will enter into novation agreements, if it is so required;

4.2.3. Without prejudice to the aforesaid, all the immovable property (including but not limited to the land, buildings, offices, factories, sites, tenancy rights related thereto, and other immovable property, including accretions and appurtenances), whether or not included in the books of the concerned Transferor Company, whether freehold or leasehold (including but not limited to any other document of title, rights, interest and easements in relation thereto, and any shares in cooperative housing societies associated with such immoveable property) shall stand transferred to and be vested in the Transferee Company, as successor to the Transferor Company, without any act or deed to be done or executed by the Transferor Company, as the case may be and/or the Transferee Company;

For IFS INDUSTRIES LTD.

*G. Jay Choudhary* 14

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4.2.4. All debts, liabilities, duties and obligations (debentures, bonds, notes or other debt securities) of the Transferor Company shall, without any further act, instrument or deed be transferred to, and vested in, and/or deemed to have been transferred to, and vested in, the Transferee Company, so as to become on and from the Appointed Date, the debts, liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company, and it shall not be necessary to obtain the consent of any Person who is a party to the contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this Clause 4;

4.2.5. The vesting of the entire undertaking of the Transferor Company, as aforesaid, shall be subject to the Encumbrances, if any, over or in respect of any of the assets or any part thereof, provided however that such Encumbrances shall be confined only to the relevant assets of the Transferor Company or part thereof on or over which they are subsisting on and no such Encumbrances shall extend over or apply to any other asset(s) of the Transferee Company. Any reference in any security documents or arrangements (to which the respective Transferor Company is a party) related to any assets of such Transferor Company shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of the Transferee Company. Similarly, the Transferee Company shall not be required to create any additional security over assets vested under this Scheme for any loans, debentures, deposits or other financial assistance already availed of/ to be availed of by it, and the Encumbrances in respect of such indebtedness of the Transferee Company shall not extend or be deemed to extend or apply to the assets so vested;

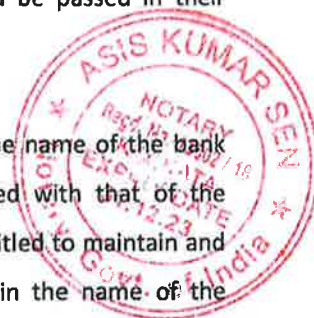
4.2.6. Taxes, if any, paid or payable by the Transferor Company after the Appointed Date shall be treated as paid or payable by the Transferee Company and the Transferee Company shall be entitled to claim the credit, refund or adjustment for the same as may be applicable;

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- 4.2.7. If the Transferor Company is entitled to any unutilized credits (including balances or advances), such as credit for advance tax, taxes deducted at source, carry forward of Minimum Alternate Tax credit, carry forward of tax losses or unabsorbed depreciation as per section 72A or any other provision of the Income-Tax Act, 1961, benefits, deductions, allowances, subsidies, grants, special status and other benefits or privileges of whatsoever nature under any incentive schemes and policies including tax holiday or concessions under any Tax Laws or Applicable Laws, the Transferee Company shall be entitled as an integral part of the Scheme to claim such benefit, deductions, allowances, losses or incentives or unutilised credits as the case may be automatically without any specific approval or permission. Upon Part II of the Scheme becoming effective, the Transferor Company and/or the Transferee Company shall have the right to revise their respective financial statements and returns along with prescribed forms, filings and annexures under Tax Laws and to claim refunds and/or credit for Taxes paid and for matters incidental thereto, if required, to give effect to the provisions of the Scheme;
- 4.2.8. It is hereby clarified that in case of any refunds, benefits, incentives, grants, subsidies, etc., the Transferor Company, shall, if so required by the Transferee Company, issue notices in such form as the Transferee Company may deem fit and proper stating that pursuant to the Tribunal having sanctioned this Scheme under Sections 230 to 232 of the Act, the relevant refund, benefit, incentive, grant, subsidies, be paid or made good or held on account of the Transferee Company, as the person entitled thereto, to the end and intent that the right of the Transferor Company, to recover or realise the same, stands transferred to the Transferee Company and that appropriate entries should be passed in their respective books to record the aforesaid changes;
- 4.2.9. On and from the Effective Date and till such time that the name of the bank accounts of the Transferor Company have been replaced with that of the Transferee Company, the Transferee Company shall be entitled to maintain and operate the bank accounts of the Transferor Company in the name of the

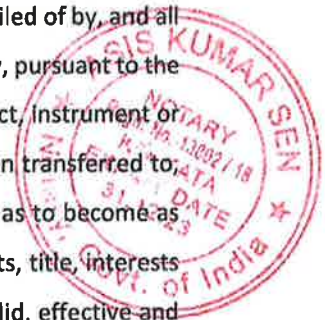


Transferor Company and for such time as may be determined to be necessary by the Transferee Company. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Company after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company, if presented by the Transferee Company; and

- 4.2.10. Without prejudice to the foregoing provisions of Clause 4.2, the Transferor Company, and the Transferee Company shall be entitled to apply to the Appropriate Authorities as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require and execute any and all instruments or documents and do all acts and deeds as may be required, including filing of necessary particulars and/or modification(s) of charge, with the concerned Registrar of Companies or filing of necessary applications, notices, intimations or letters with any authority or Person, to give effect to the above provisions.
- 4.2.11. All rights relating to patents, designs and drawings, trademarks, service marks, logos, domain names and utility models, copyrights, inventions and brand names, if any which are possessed and/ or owned by the Transferor Company and business names and any similar rights and the benefit of any of the foregoing shall be transferred to the Transferee Company, with effect from the Appointed Date.

**5. PERMITS**

With effect from the Appointed Date, all the Permits held or availed of by, and all rights and benefits that have accrued to the Transferor Company, pursuant to the provisions of Section 232 of the Act, shall without any further act, instrument or deed, be transferred to, and vest in, or be deemed to have been transferred to, and vested in, and be available to, the Transferee Company so as to become as and from the Appointed Date, the Permits, estates, assets, rights, title, interests and authorities of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions to the extent permissible in



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Applicable Laws. Upon the Effective Date and until the Permits are transferred, vested, recorded, effected, and/ or perfected, in the record of the Appropriate Authority, in favour of the Transferee Company, the Transferee Company is authorized to carry on business in the name and style of the Transferor Company, and under the relevant license and/or permit and/or approval, as the case may be, and the Transferee Company shall keep a record and/or account of such transactions.

**6. CONTRACTS**

6.1. Subject to the other provisions of the Scheme, all contracts, deeds, bonds, agreements, arrangements and other instruments of whatsoever nature, subsisting or having effect on or immediately before the Appointed Date, to which the Transferor Company is a party shall remain in full force and effect against or in favour of the Transferee Company and shall be binding on and be enforceable by and against the Transferee Company as fully and effectually as if the Transferee Company had at all material times been a party thereto. The Transferee Company will, if required, enter into novation agreement(s) in relation to such contracts, deeds, bonds, agreements, arrangements and other instruments as stated above. Any inter-se contract between the Transferor Company, on the one hand, and the Transferee Company on the other hand, shall stand cancelled and cease to operate upon the effectiveness of Part II of this Scheme.

6.2. Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the assets and liabilities of the Transferor Company occurs by virtue of this Scheme, the Transferee Company may, at any time in accordance with the provisions hereof, if so required under any Applicable Law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations, other writings or tripartite arrangements with any party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary in order to give effect to the provisions of this Scheme. The Transferee Company shall under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor



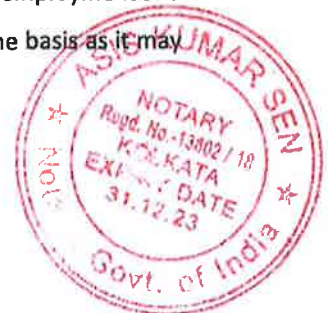
Company, to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company.

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

**7. EMPLOYEES**

- 7.1 Upon this Scheme coming into effect and with effect from the Effective Date, the Transferee Company undertakes to engage the employees of the Transferor Company on the terms and conditions not less favourable than those on which they are engaged by the Transferor Company without any interruption of service as a result of the amalgamation of the Transferor Company with the Transferee Company. The Transferee Company also agrees that the services of all such employees with the Transferor Company prior to the amalgamation of the Transferor Company with the Transferee Company shall be taken into account for the purposes of all existing benefits to which the said employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other retrial/terminal benefits. It is clarified that the employees of the Transferor Company who become employees of the Transferee Company by virtue of this Scheme, shall not be entitled to the employment policies and shall not be entitled to avail of any schemes and benefits that may be applicable and available to any of the employees of the Transferee Company unless otherwise determined by the Transferee Company. After the Effective Date, the Transferee Company shall be entitled to vary the terms and conditions as to employment and remuneration of the said employees or any of them on the same basis as it may do for the employees of the Transferee Company.

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7.2 Upon the Scheme becoming effective, any funds such as the Provident Fund, Gratuity Fund or Trusts existing (If any) for the benefit of the employees of the Transferor Company shall become funds / trusts of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such funds / trusts in relation to the obligation to make contributions to the said funds / trusts 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 funds / trusts shall become those of the Transferee Company.

**8. LEGAL PROCEEDINGS**

8.1. Upon coming into effect of this Scheme, all suits, actions, claims, legal, taxation and proceedings of whatsoever nature including proceedings in respect of registrations of any patent, copyright, trademark, service names or marks, or designs, by or against the Transferor Company pending and/ or arising before any judicial, quasi-judicial authority or tribunal on or before the Effective Date shall be continued and be enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been pending and/ or had arisen by or against the Transferee Company.

8.2. If any suit, cause of actions, appeal or other legal, quasi-judicial, arbitral or other administrative proceedings of whatever nature (hereinafter called the "Proceedings") by or against the Transferor Company is pending on the Effective Date, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the amalgamation or of anything contained in this Scheme, but the 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 Company as if this Scheme had not been made. On and from the Effective Date, the Transferee Company may initiate any legal proceeding for and on behalf of the Transferor Company.

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**9. TAXES**

- 9.1. Any tax liabilities under the Income Tax Act, 1961, Customs Act, 1962, The Central Goods And Services Tax Act, 2017, State Sales Tax laws, Central Sales Tax Act, 1956, other Services Tax, applicable State VAT laws, Stamp laws if any or other applicable laws / regulations related to the business of the Transferor Company to the extent not provided for or covered by the provision for tax made in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company. Any surplus in the provision for taxation/ duties/ levies account including advance tax and Tax Deducted at Source ("TDS") and tax collected at source ("TCS") as on the date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company.
- 9.2. With effect from the Appointed Date and upon the Scheme becoming effective, any tax credits, tax receivables, advance/ prepaid taxes, losses, unabsorbed tax depreciation, Minimum alternate tax (MAT) credit, taxes deducted at source, of the Transferor Company shall be treated as the tax credits, tax receivables, advance/ prepaid taxes, losses, unabsorbed tax depreciation, MAT credit, taxes deducted at source, of the Transferee Company as on the Appointed Date and the Transferee Company shall be entitled to claim in its tax return or in the statutorily prescribed manner the tax credits, tax receivables, advance, prepaid taxes, losses, unabsorbed tax depreciation, MAT credit, taxes deducted at source, of the Transferor Company and to revise its tax returns and including any loss, related tax deduction certificates and to claim refund, advance tax credits, tax receivables, etc., accordingly. It is further clarified that any unabsorbed depreciation and business loss of the Transferor Company as specified in their respective books of accounts shall be included as unabsorbed depreciation and business loss of the Transferee Company for the purpose of computation of Minimum Alternate Tax.

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- 9.3. Any refund under the Tax Laws due to the Transferor Company consequent to the assessment made on the Transferee Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.
- 9.4. All taxes (including income tax, customs duty, excise duty, sales tax, service tax, VAT, 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, custom duty, income tax, service tax, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the business from 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.
- 9.5. For the Financial Year 2020-21, the Transferor Company undertake: (a) to comply with all the applicable tax laws, and (b) to prepare the accounts and file their income tax returns as per the said laws.
- 9.6. This Scheme has been drawn up to comply with the conditions relating to Amalgamation as defined under Section 2(1B) of the Income Tax Act, 1961. If any term or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of Section 2(1B) of the Income-Tax Act, 1961, at a later date including resulting from an amendment of 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 determined necessary to comply with Section 2(1B) of the Income-Tax Act, 1961. Such modification will, however, not affect other parts of the Scheme.

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**10. CONSIDERATION**

The entire paid-up equity share capital of the Transferor Company is held by the Transferee Company and the Transferor Company is a wholly owned subsidiary of the Transferee Company. Therefore, upon this Scheme being effective, the entire issued, subscribed and paid-up share capital of the Transferor Company shall, *ipso facto*, without any further application, act or deed stand cancelled and extinguished on the Effective Date as per the Provisions of Section 232(3)(b) of the Act and no shares of the Transferee Company will be issued or allotted with respect to the equity shares held by the Transferee Company in the Transferor Company in consideration for amalgamation.

**11. ACCOUNTING TREATMENT FOR THE AMALGAMATION IN THE BOOKS OF THE TRANSFEREE COMPANY:**

11.1 With effect from the Appointed Date and upon coming into effect of this Scheme, the Transferee Company shall account for the merger in its financial statements in accordance with "Pooling of Interest Method" laid down under Appendix C of Ind AS 103 (Business combinations of entities under common control) notified under Section 133 of the Act read with relevant rules issued thereunder and applicable accounting standards prescribed under the Act.

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

**12. VALIDITY OF EXISTING RESOLUTIONS, ETC.**

Upon the coming into effect of Part II of this Scheme, the resolutions and powers of attorney of /executed by the Transferor Company, as are considered necessary by the Board of the Transferee Company, and that are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions and powers of attorney passed / executed by the Transferee Company, and if any such resolutions have any monetary limits approved under





the provisions of the Act, or any other applicable statutory provisions, then the said limits as are considered necessary by the Board of the Transferee Company shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

### PART III

#### 13. GENERAL TERMS & CONDITIONS CONDUCT OF BUSINESS UPTO THE EFFECTIVE DATE

- 13.1. With effect from the Appointed Date and up to and including the Effective Date:
- 13.1.1. the Transferor Company shall be deemed to have been carrying on and shall carry on its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of the assets for and on account of, and in trust for the Transferee Company;
- 13.1.2. all profits or income arising or accruing to the Transferor Company and all taxes paid thereon (including but not limited to advance tax, tax deducted at source, minimum alternate tax, dividend distribution tax, securities transaction tax, taxes withheld/paid in a foreign country, etc.) or losses arising or incurred by the Transferor Company shall, for all purposes, be treated as and deemed to be the profits or income, taxes or losses, as the case may be, of the Transferee Company;
- 13.1.3. all loans raised and all liabilities and obligations incurred by the Transferor Company after the Appointed Date and prior to the Effective Date, shall, subject to the terms of this Scheme, be deemed to have been raised, used or incurred for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall also, without any further act or deed be and be deemed to become the debts, liabilities, duties and obligations of the Transferee Company;
- 13.1.4. The Transferor Company shall carry on their business with reasonable diligence and business prudence and in the same manner as it had been doing hitherto;

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- 13.1.5. The Transferor Company shall not amend its respective Memorandum of Association or Articles of Association, except with the written concurrence of the Transferee Company, unless required and expressly permitted under this Scheme;
- 13.1.6. The Transferor Company shall be entitled, pending the sanction of the Scheme, to apply to the Appropriate Authorities concerned as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require to carry on the business of the Transferor Company and to give effect to the Scheme;
- 13.1.7. For the purpose of giving effect to the order passed under Sections 230 to 232 and other applicable provisions of the Act in respect of this Scheme by the Tribunal, the Transferee Company shall, at any time pursuant to the orders approving this Scheme, be entitled to get its name recorded in the place of the transferor company wherever required upon the amalgamation of the Transferor Company, in accordance with the provisions of Sections 230 to 232 of the Act. The Transferee Company shall always be deemed to have been authorized to execute any pleadings, applications, forms, etc., as may be required to remove any difficulties and facilitate and carry out any formalities or compliances as are necessary for the implementation of this Scheme. For the purpose of giving effect to the vesting order passed under Section 232 of the Act in respect of this Scheme, the Transferee Company shall be entitled to exercise all rights and privileges, and be liable to pay all taxes and charges and fulfil all its obligations, in relation to or applicable to all immovable properties, including mutation and/or substitution of the ownership or the title to, or interest in the immovable properties which shall be made and duly recorded by the Appropriate Authority(ies) in favour of the Transferee Company, pursuant to the sanction of the Scheme by the Tribunal and upon the effectiveness of this Scheme in accordance with the terms hereof, without any further act or deed to be done or executed by the Transferor Company. It is clarified that the Transferee Company shall be entitled to engage in such correspondence and make such representations, as may be necessary, for the purposes of the aforesaid mutation and/or substitution;

**14. DISSOLUTION OF TRANSFEROR COMPANY**

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On this Scheme becoming effective, the Transferor Company shall stand dissolved without winding up, and the Board of Directors of the Transferor Company shall without any further act, deed or instrument shall stand dissolved. On and from the Effective Date, the name of the Transferor Company shall be struck off from the records of the Registrar of Companies.

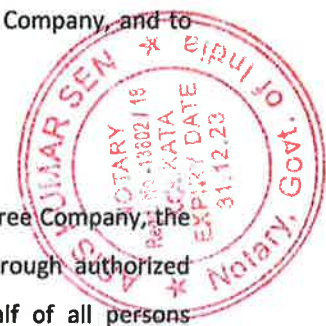
**15. APPLICATIONS/ PETITIONS TO THE TRIBUNAL**

15.1. The Parties shall with dispatch, make and file all applications and petitions under Sections 230 to 232 and other applicable provisions of the Act before the Tribunal, under whose jurisdiction, the registered offices of the respective Parties are situated, for sanction of this Scheme under the provisions of Applicable Law, and shall apply for such approvals as may be required under Applicable Law and for dissolution of the Transferor Company without being wound up.

15.2. The Parties shall be entitled, pending the sanction of the Scheme, to apply to any Appropriate Authority, if required, under any Applicable Law for such consents and approvals which the Transferor Company and Transferee Company may require to own the assets and/or liabilities of the Transferor Company, and to carry on the business of the Transferor Company.

**16. MODIFICATION OR AMENDMENTS TO THIS SCHEME**

16.1. On behalf of each of the Transferor Company and the Transferee Company, the Board of the respective companies acting themselves or through authorized persons, may consent jointly but not individually, on behalf of all persons concerned, to any modifications or amendments of this Scheme at any time and for any reason whatsoever, or to any conditions or limitations that the Tribunal or any other Appropriate Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by all of them (i.e. the Boards of the Transferor Company and the Transferee Company) and solve all difficulties that may arise for carrying out this Scheme and do all acts, deeds and things necessary for putting this Scheme into effect.



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16.2. For the purpose of giving effect to this Scheme or to any modification or amendments thereof the Boards of the Transferor Company and the Transferee Company acting themselves or through authorized persons may jointly but not individually, give and are jointly authorised to give such directions including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.

**17. CONDITIONS PRECEDENT**

17.1. Unless otherwise decided (or waived) by the relevant Parties in writing and subject to the provisions of Clause 17.2, all parts of the Scheme are conditional upon and subject to the following conditions precedent:

17.1.1. approval of the Scheme by the requisite majority of each class of shareholders of the Transferor Company and the Transferee Company and such other classes of persons of the said Companies, if any, as applicable or as may be required under the Act and as may be directed by the Tribunal;

17.1.2. the sanctions and orders of the Tribunals, under Sections 230 to 232 of the Act being obtained by the Transferor Company and the Transferee Company;

17.1.3. certified/ authenticated copies of the orders of the Tribunal, sanctioning the Scheme, being filed with the concerned Registrar of Companies having jurisdiction over the Parties; and

17.1.4. the requisite consent, approval or permission of the Appropriate Authority or any other Person, which by Applicable Law or contract, agreement, may be necessary for the effective transfer of business and/or implementation of the relevant parts of the Scheme.

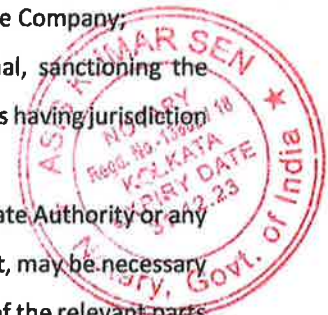
17.2. Without prejudice to Clause 17.1 and subject to satisfaction or waiver of conditions mentioned in 17.1 above, Part II of the Scheme shall be made effective

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subject to the satisfaction or waiver of conditions mentioned in Clause 17.1.1 by the Boards of the Transferor Company and the Transferee Company.

17.3. It is hereby clarified that submission of this Scheme to the Tribunals and to the Appropriate Authorities for their respective approvals is without prejudice to all rights, interests, titles or defences that the Transferor Company and / or the Transferee Company may have under or pursuant to all Applicable Laws.

17.4. On the approval of this Scheme by the shareholders of the Transferor Company and the Transferee Company and such other classes of Persons of the said Companies, if any, pursuant to Clause 17.1, such shareholders and classes of Persons shall also be deemed to have resolved and accorded all relevant consents under the Act or otherwise to the same extent applicable in relation to the amalgamation set out in this Scheme, related matters and this Scheme itself.

**18. EFFECT OF NON-RECEIPT OF PERMITS AND MATTERS RELATING TO REVOCATION/ WITHDRAWAL OF THIS SCHEME**

18.1. The Transferor Company and the Transferee Company acting through their respective Boards shall each be at liberty to withdraw from this Scheme: (a) in case any condition or alteration imposed by any Appropriate Authority is unacceptable to any of them; or (b) they are of the view that coming into effect of this Scheme could have adverse implications on the respective companies.

18.2. If this Scheme is not made effective within such period as may be mutually agreed upon between the Transferor Company and the Transferee Company through their respective Boards or their authorised representatives, this Scheme shall become null and void and each Party shall bear and pay its respective costs, charges and expenses for and/or in connection with this Scheme.

18.3. In the event of revocation or withdrawal under Clause 18.1 or above, no rights and liabilities whatsoever shall accrue to or be incurred inter se the Transferor Company and the Transferee Company or their respective shareholders or



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creditors or employees or any other Person, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or in accordance with the Applicable Law and In such case, each Party shall bear its own costs, unless otherwise mutually agreed.

18.4. If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Transferor Company and the Transferee Company through their respective Boards, affect the validity or implementation of the other parts and / or provisions of this Scheme.

18.5. Further, it is the intention of the Parties that each part shall be severable from the remainder of this Scheme and the Scheme shall not be affected if any part of this Scheme is found to be unworkable for any reason whatsoever unless the deletion of such part shall cause this Scheme to become materially adverse to any Party, in which case the Parties shall attempt to bring about a modification in this Scheme or cause such part to be null and void, including but not limited to such part.

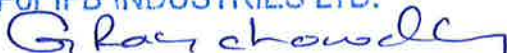
**19. INCREASE IN THE AUTHORISED SHARE CAPITAL OF THE TRANSFEEE COMPANY**

19.1. Upon Part II of the Scheme becoming effective, the authorised share capital of the Transferor Company will get merged with that of the Transferee Company.

19.2. The authorised share capital of the Transferee Company will automatically stand increased to that effect by simply filing the requisite forms with the Appropriate Authority and no separate procedure or instrument or deed or payment of any stamp duty and registration fees shall be required to be followed under the Act.

19.3. Consequently, clause V of the Memorandum of Association of the Transferee Company shall without any act, instrument or deed be and stand altered,

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modified and amended pursuant to Sections 13, 14, 61, 64, and other applicable provisions of the Act, and be replaced by the following clause:

*"The Authorised Share Capital of the Company is Rs.1190000000- (Rupees One Hundred Nineteen Crores only) consisting Rs. 890000000/- (Rupees Eighty Nine Crores) divided into 89000000 (Eight Crores Ninety Lacs) equity shares of Rs. 10 (Rupees Ten) each and Rs. 300000000 (Rupees Thirty Crores) divided into 30000000 (Three Crores) Preference Shares of Rs. 10/- (Rupees Ten) each with such rights, privileges and conditions attaching thereto as are provided by the Regulations of the Article of Association of the Company for time being, with power to increase and decrease the Capital of the Company and to divide the shares in capital for the time being into several classes and to attach thereto respectively such preferential qualified or special rights from time to time and to vary, modify or abrogate any such rights, privileges or conditions attached to any class of shares in such manner as may for the time being be provided by the regulations of the Company."*

19.4. It is clarified that the approval of the members of the Transferee Company to this Scheme shall be deemed to be their consent / approval also to the consequential alteration of their respective memorandum of association pursuant to Clause 19.3 of this Scheme and the Transferee Company shall not be required to seek separate consent/ approval of its shareholders for such alteration of their memorandum of association pursuant to Clause 19.3 of this Scheme, as required under Sections 13, 14, 61, 64, and other applicable provisions of the Act.

**20. COSTS AND TAXES**

All costs, charges and expenses (including, but not limited to, any taxes and duties, registration charges, etc.) of the Transferor Company and Transferee Company, respectively in relation to carrying out, implementing and completing the terms and provisions of this Scheme and/or incidental to the completion of this Scheme shall be borne by the Transferee Company.



**21. LISTING AGREEMENT AND SEBI COMPLIANCES:**

As the present Scheme solely provides for Amalgamation of wholly owned subsidiary with its holding company, no formal approval, no objection certificate or vetting is required from the Stock Exchanges or SEBI for the Scheme, in terms of provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, read with the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) (Amendment) Regulations, 2015, SEBI Circular No. CFD/DIL3/CIR/2017121 dated 10<sup>th</sup> March, 2017, SEBI Circular No. CFD/DIL3/CIR/2018/2 dated 3<sup>rd</sup> January, 2018, SEBI Notification No. SEBI/HO/CFD/DIL1/CIR/P/2020/249 dated December 22, 2020 and other applicable provisions, if any.



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