

March 14, 2018

National Stock Exchange of India Limited, Listing Department, Exchange Plaza, Plot No. C/1, G-Block, Bandra-Kurla Complex, Bandra (E), Mumbai-400051

**BSE Limited
Department of Corporate Services – Listing
P J Towers, Dalal Street,
Mumbai - 400 001**

Trading Symbol : TV18BRDCST

SCRIP CODE: 532800

Sub: Disclosure under Regulation 37(6) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 – Scheme of Merger of Wholly owned subsidiaries with the Company

Dear Sir,

We refer to our letter dated January 15, 2017 on the captioned subject intimating Exchanges that the Board of Directors of TV18 Broadcast Limited ('the Company') at its meeting held on January 14, 2017 had approved the Scheme of Merger by Absorption ("the Scheme") providing for the merger of (1) Equator Trading Enterprises Private Limited (2) Panorama Television Private Limited (3) RVT Media Private Limited and (4) ibn18 (Mauritius) Limited, into the Company with appointed date as April 01, 2016.

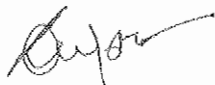
In this regard, we would like to inform that the Reserve Bank of India has conveyed it's No Objection to merger of ibn18 (Mauritius) Limited, a foreign wholly owned subsidiary, into the Company.

The draft Scheme of Merger by Absorption in terms of Regulation 37(6) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, read with Para 7 of SEBI Circular no. CFD/DIL3/CIR/2017/21 dated March 10, 2017 as amended vide SEBI Circular no. CFD/DIL3/CIR/2018/2 dated January 3, 2018 is attached.

The Company will file the said Scheme with the National Company Law Tribunal, Mumbai Bench, for its approval.

Thanking you,

Yours faithfully
For **TV18 Broadcast Limited**



**(Deepak Gupta)
Company Secretary**

**TV18 Broadcast Limited
(CIN – L74300MH2005PLC281753)**

Regd. office: First Floor, Empire Complex, 414- Senapati Bapat Marg, Lower Parel, Mumbai-400013

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SCHEME OF MERGER BY ABSORPTION
OF
EQUATOR TRADING ENTERPRISES PRIVATE LIMITED ("FIRST TRANSFEROR
COMPANY")
AND
PANORAMA TELEVISION PRIVATE LIMITED ("SECOND TRANSFEROR
COMPANY")
AND
RVT MEDIA PRIVATE LIMITED ("THIRD TRANSFEROR COMPANY")
AND
IBN18 (MAURITIUS) LIMITED ("FOURTH TRANSFEROR COMPANY")
BY
TV18 BROADCAST LIMITED ("TRANSFEREE COMPANY")
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

Under Sections 230 to 232 read with 234 and other applicable provisions of the Companies Act
2013

PREAMBLE

This Scheme of Merger by Absorption (hereinafter referred to as "the Scheme") is presented under Sections 230 to 232 read with 234 and other applicable provisions of the Companies Act, 2013 ("the Act") for absorption of Equator Trading Enterprises Private Limited, Panorama Television Private Limited, RVT Media Private Limited and



ibn18 (Mauritius) Limited by TV18 Broadcast Limited. This Scheme also provides for various other matters consequential or otherwise integrally connected therewith.

DESCRIPTION OF COMPANIES

- **Equator Trading Enterprises Private Limited** (hereinafter referred to as the "**First Transferor Company**"), is a private company limited by shares incorporated on January 7, 2008 under the Companies Act, 1956 and having its registered office at Unit No. 501, 5th Floor, Tower- I, One Indiabulls Centre, Jupiter Textile Mills, Elphinstone Road, Mumbai – 400 013, bearing CIN: U52390MH2008PTC177456 and PAN: AABCE8952B. The First Transferor Company is a wholly owned subsidiary of the Transferee Company, since the entire paid-up equity share capital of the First Transferor Company is held by the Transferee Company and its nominees. The First Transferor Company is engaged in the business of trading and is the holding company of the Second Transferor Company.
- **Panorama Television Private Limited** (hereinafter referred to as the "**Second Transferor Company**"), is a private company limited by shares incorporated on July 9, 1996 under the Companies Act, 1956 and having its registered office at First Floor, Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, Maharashtra, bearing CIN: U64204MH1996PTC281176 and PAN: AAFCP9274K. The Second Transferor Company is a wholly owned subsidiary of the Transferee Company, since the entire paid-up equity share capital of the Second Transferor Company is held by the First Transferor Company and its nominees which is in turn wholly owned subsidiary of the Transferee Company. The Second Transferor Company is engaged in media business and it broadcasts general news channels in regional languages.
- **RVT Media Private Limited** (hereinafter referred to as the "**Third Transferor Company**"), is a private company limited by shares incorporated on August 31, 2007 under the Companies Act, 1956 and having its registered office at First Floor,

Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, Maharashtra, bearing CIN: U30007MH2007PTC274883 and PAN: AADCR7169K. The Third Transferor Company is a wholly owned subsidiary of the Transferee Company, since the entire paid up equity share capital of the Third Transferor Company is held by the Transferee Company and its nominees. The Third Transferor Company is engaged in business of broadcasting, telecasting, transmitting or distributing in any manner, any audio, video or other programmes or software, trading business and commercial services.

- **ibn18 (Mauritius) Limited** (hereinafter referred to as the "**Fourth Transferor Company**"), is a company incorporated under the Companies Act of Mauritius and having its registered office at Ebene Esplanade, 24 Cybercity, Ebene, Mauritius. The Fourth Transferor Company is a wholly owned subsidiary of the Transferee Company since entire paid up share capital of the Fourth Transferor Company is held by the Transferee Company and its nominees. The Fourth Transferor Company is a foreign company situated in Mauritius. The principal activity is providing consultancy services.

- **TV18 Broadcast Limited**, the Transferee Company, is a public company limited by shares incorporated on June 6, 2005 under the provisions of the Companies Act, 1956 and having its registered office at First Floor, Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, Maharashtra, bearing CIN: L74300MH2005PLC281753 and PAN: AACCG3666M. The Transferee Company is listed on BSE Ltd. and National Stock Exchange of India Ltd. (collectively referred as the "**Stock Exchanges**"). Transferee Company is engaged in media business and it broadcasts general news channels in Hindi, English and other regional languages and business news channels in Hindi, English and Gujarati.

RATIONALE FOR THE SCHEME

All the Transferor Companies are direct or indirect wholly-owned subsidiaries, of the Transferee Company. In order to consolidate and effectively manage the Transferor Companies and the Transferee Company in a single entity, which will provide several benefits including synergy, economies of scale, attain efficiencies and cost competitiveness, it is intended that the Transferor Companies be merged with the Transferee Company. The rationale for the Scheme of Merger by Absorption of the Transferor Companies by the Transferee Company would, *inter alia*, have the following benefits:

- i. Rationalizing the group structure to ensure optimized legal entity structure, more aligned with the business by reducing the number of legal entities and reorganizing the legal entities in the group structure so as to obtain significant cost savings and / or simplification benefits; and
- ii. Integrating news channels, i.e. Business news channels, English news channels, Hindi news channels and regional news channels, in the amalgamated entity which would result in maximizing overall shareholder value and bring synergies in operations.

In view of the aforesaid, the Board of Directors of the Transferee Company and the Transferor Companies have considered and proposed the Merger by absorption of the entire undertaking and business of the Transferor Companies by the Transferee Company. Accordingly, the Board of Directors of the Transferee Company and the Transferor Companies have formulated this Scheme for the transfer and vesting of the entire undertaking and business of the Transferor Companies into the Transferee Company pursuant to the provisions of Sections 230 to 232 read with 234 and other applicable provisions of the Act.

PARTS OF THE SCHEME

The Scheme is divided into following parts:

- Part A – Deals with the Definitions , Share Capital and date of operation of the Scheme
- Part B – Deals with Merger by absorption of the Transferor Companies by the Transferee Company; and
- Part C – Deals with general terms and conditions applicable to the Scheme.

PART A

DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

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

- 1.1 **“Act” or “the Act”** means the Companies Act, 2013 and rules and regulations made thereunder, and includes any statutory re-enactment or amendments(s) thereto, from time to time and also includes any other relevant provisions of the Companies Act 1956 for the time being in force.
- 1.2 **“Appointed Date”** means the 1st day of April 2016.
- 1.3 **“Appropriate Authority”** means any governmental, statutory, regulatory, departmental or public body or authority of the Relevant Jurisdiction, including SEBI, Stock Exchanges, Registrar of Companies, Regional Director, Official Liquidator, Reserve Bank of India, Foreign Investment and Promotion Board of India, Company Law Board, National Company Law Tribunal and Courts of Mauritius and India in each case the Tribunal / Court in relation to India and relevant competent authorities in relation to Mauritius.
- 1.4 **“Board of Directors”** means Board of Directors of the Transferor Companies and the Transferee Company or any committee constituted by such Board of Directors for the purpose of this Scheme.

- 1.5 **"Courts" or "the Courts" or "the Tribunal"** means the National Company Law Tribunal, Mumbai bench as applicable or such other forum or Appropriate Authority as may be vested with any of the powers to sanction the present Scheme under the Act.
- 1.6 **"Effective Date"** means the date on which the last of the orders, sanctions, approvals, consents, conditions, matters or filings referred to in Clause 22.2 of this Scheme is complied with or obtained or waived, as the case maybe. Any references in this Scheme to the "date of coming into effect of this Scheme" or "effectiveness of this Scheme" or "Scheme taking effect" shall mean the Effective Date.
- 1.7 **"First Transferor Company" or "Equator"** means Equator Trading Enterprises Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Unit No. 501, 5th Floor, Tower- I, One Indiabulls Centre, Jupiter Textile Mills, Elphinstone Road, Mumbai- 400 013, Maharashtra, bearing CIN: U52390MH2008PTC177456.
- 1.8 **"Fourth Transferor Company" or "ibn18"** means ibn18 (Mauritius) Limited, a company incorporated in Mauritius and having its registered office at 5th Floor, Ebene Esplanade, 24 Cybercity, Ebene, Mauritius.
- 1.9 **"Indian Transferor Companies"** means and refers collectively to the First Transferor Company, the Second Transferor Company and the Third Transferor Company.
- 1.10 **"Law"** means any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, notice, order, decree, bye-law, Governmental Approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Governmental Authority having jurisdiction over the matter in question in India and Mauritius, as the case may be.

- 1.11 **"Mauritius Act"** means the Mauritius Companies Act, 2001 and other applicable laws and shall include any statutory modifications, re-enactment or amendment thereof for the time being in force.
- 1.12 **"Mauritius Transferor Company"** means the Fourth Transferor Company.
- 1.13 **"Merger by absorption"** means the amalgamation of the Transferor Companies by the Transferee Companies in accordance with Section 2(1B) of the Income Tax Act, 1961, and the restructuring the contemplated by the Scheme in terms of Part II of the Scheme.
- 1.14 **"Transferor Companies"** means collectively Indian Transferor Companies and Mauritius Transferor Company.
- 1.15 **"Scheme"** means this Scheme of Merger by absorption, *inter alia*, for the absorption of the Transferor Companies by the Transferee Company in its present form, submitted to the Appropriate Authority for sanction or this Scheme with such modification(s), if any, made as per Clause 21 of this Scheme.
- 1.16 **"SEBI"** means the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992.
- 1.17 **"Second Transferor Company" or "Panorama"** means Panorama Television Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at First Floor, Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, Maharashtra, bearing CIN: U64204MH1996PTC281176.
- 1.18 **"Third Transferor Company" or "RVT Media"** means RVT Media Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at First Floor, Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, Maharashtra, bearing CIN: U30007MH2007PTC274883.
- 1.19 **"Transferee Company" or "TV18"** means TV18 Broadcast Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at First Floor, Empire Complex, 414, Senapati Bapat

Marg, Lower Parel, Mumbai – 400 013, Maharashtra, bearing CIN: L74300MH2005PLC281753.

1.20 **“Transferor Companies”** means collectively Indian Transferor Companies and Mauritius Transferor Company.

1.21 **“Undertaking”** means the whole of the undertaking of the Transferor Companies, as a going concern, including:

- a) all their assets (including investments), properties (whether movable or immovable, tangible or intangible, personal, corporeal or incorporeal, present, future or contingent) including rights, if any, in licences, permits whether recorded in the books or not (hereinafter referred to as “the said **Assets**”).
- b) all secured (if any) and unsecured debts, outstanding, liabilities, contingent liabilities, duties and obligations (if any) of the Transferor Companies and all other obligations of whatsoever kind whether recorded in the books or not (hereinafter referred to as “the said **Liabilities**”).
- c) Without prejudice to the generality of sub-clauses (a) and (b) above, the Undertaking of the Transferor Companies shall include all their secured and unsecured debts, borrowings, liabilities including deferred tax liabilities (if any), duties and obligations and all the assets and properties, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible (including, but not limited to, trademarks, copyrights, trade names, brand names, corporate names, logos, goodwill, business methodologies, etc.), present or contingent, all fixed assets, current assets, deferred tax assets (if any), investments, reserves, provisions, funds, Demat accounts with the Depositories (if any), Banks, etc., all the licenses / permits, registrations including registrations obtained under local or central statutes and / or regulations made under such statutes, benefits of agreements, contracts and arrangements, including insurance contracts, deposits, reserves, provisions, advances, receivables, funds, cash, bank balances, accounts

and all other rights, claims and powers, of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Companies, as on the Appointed Date.

- d) All agreements, rights, contracts, entitlements, licenses, permits, permissions, incentives, approvals, registrations, tax deferrals and benefits, subsidies, concessions (including but not limited to direct and indirect tax concessions of any nature whatsoever), grants, rights, claims, leases, tenancy rights, liberties, and all other approvals of every kind, nature and description whatsoever relating to the business activities and operations of the Transferor Companies.
- e) Entitlements held by the Transferor Companies or which may accrue or become due to it as on the Appointed Date or to which it may become so due or entitled to thereafter.
- f) Amounts claimed by the Transferor Companies whether or not so recorded in their respective books of accounts from any Governmental Authority, under any Law, Act or Rule in force, as refund of any tax, duty, cess or of any excess payment.
- g) Right to any claim made or not preferred by the Transferor Companies in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Companies and any interest thereon, with regard to any Law, Act or Rule or Scheme made by the Governmental Authority, and in respect of set-off, carry forward or un-absorbed losses, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, or any other or like benefits under the said Acts or under and in accordance with any Law or Act and tax credits (including but not limited to credits in respect of income-tax, tax on book profits, MAT credit, value added tax, sales tax, service tax, excise duty, goods and service tax, etc.).

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

2. In this Scheme, unless the context otherwise requires:

- a) words denoting the singular shall include the plural and vice versa;
- b) references in this Scheme to the date of "coming into effect of this Scheme" shall mean the Effective Date;
- c) headings and bold typefaces are only for convenience and shall be ignored for the purpose of interpretation;
- d) references to the word "include" or "including" shall be construed without limitation;
- e) a reference to a clause, section or part is, unless indicated to the contrary, a reference to a clause, section or part of this Scheme;
- f) unless otherwise defined, the reference to the word "days" shall mean calendar days;
- g) reference to a document includes an amendment or supplement to, or replacement or novation of that document; and
- h) word(s) and expression(s) elsewhere defined in the Scheme shall have the meaning(s) respectively ascribed to them.
- i) All terms and words used but not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations, bye-laws, as the case may be, or any statutory modification or re-enactment thereof for the time being in force.

3. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out here in its present form or with any modification(s) approved or imposed or directed by the Tribunal or in terms of this Scheme shall take effect from the Appointed Date but shall be operative from the Effective Date.

4. SHARE CAPITAL

4.1 The share capital structure of the First Transferor Company as on March 31, 2017, is as follows:

Particulars	Amount(Rs.)
Authorised Share Capital	
322,00,00,000 Equity Shares of Re. 1/- each	322,00,00,000
5,00,00,000 Preference Shares of Rs. 1/- each	5,00,00,000
Total	<u>327,00,00,000</u>
Issued, Subscribed and Paid-up Share Capital	
200,00,00,000 Equity Shares of Re. 1/- each	200,00,00,000
Total	<u>200,00,00,000</u>

There has been no change in the issued, subscribed and paid-up share capital of the First Transferor Company subsequent to March 31, 2017.

4.2 The share capital structure of the Second Transferor Company as on March 31, 2017, is as follows:

Particulars	Amount(Rs.)
Authorised Share Capital	
2,50,00,000 Equity Shares of Rs. 10/- each	25,00,00,000
Total	<u>25,00,00,000</u>
Issued, Subscribed and Paid-up Share Capital	

2,49,59,608 Equity Shares of Rs. 10/- each	24,95,96,080
Total	24,95,96,080

There has been no change in the issued, subscribed and paid-up share capital of the Second Transferor Company subsequent to March 31, 2017.

- 4.3 The share capital structure of the Third Transferor Company as on March 31, 2017, is as follows:

Particulars	Amount(Rs.)
Authorised Share Capital	
1,00,000 Equity Shares of Rs. 10/- each	10,00,000
Total	<u>10,00,000</u>
Issued, Subscribed and Paid-up Share Capital	
96,615 Equity Shares of Rs. 10/- each	9,66,150
Total	9,66,150

There has been no change in the issued, subscribed and paid-up share capital of the Third Transferor Company subsequent to March 31, 2017.

- 4.4 The share capital structure of the Fourth Transferor Company as on March 31, 2017 is as follows:

Particulars	Amount(USD)
Issued, Subscribed and Paid-up Share Capital	
5,62,50,000 Equity Shares of USD 1/- each	5,62,50,000
Total	5,62,50,000

There has been no change in the issued, subscribed and paid-up share capital of the Fourth Transferor Company subsequent to March 31, 2017.

- 4.5 The share capital structure of the Transferee Company as on March 31, 2017, is as follows:

Particulars	Amount (Rs)
Authorised Share Capital	
500,00,00,000 Equity Shares of Rs. 2/- each	1000,00,00,000
Total	<u>1000,00,00,000</u>
Issued Share Capital	
171,44,09,196 Equity Shares of Rs. 2/- each	342,88,18,392
Subscribed Share Capital	
171,43,60,160 Equity Shares of Rs. 2/- each	342,87,20,320
Paid-up Share Capital	
171,43,60,160 Equity Shares of Rs. 2/- each	342,87,20,320
Add: 49,036 Forfeited Equity Shares	24,518
Total	342,87,44,838

There has been no change in the issued, subscribed and paid-up share capital of the Transferee Company subsequent to March 31, 2017.

PART B

MERGER BY ABSORPTION OF THE TRANSFEROR COMPANIES BY THE TRANSFEE COMPANY

5. MERGER BY ABSORPTION OF THE TRANSFEROR COMPANIES

Generally

- 5.1 Upon coming into effect of the Scheme and with effect from the Appointed Date, the whole of the Undertakings of all the Transferor Companies shall, pursuant to the sanction of this Scheme and pursuant to the applicable provisions of the Act, be and stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, each as a going concern without any further act, instrument, deed, matter or thing to be made, done or executed so as to become, on and from the Appointed Date, the Undertakings of the Transferee Company by virtue of and in the manner provided in this Scheme.

Transfer of Assets and liabilities

Without prejudice to the generality of Clause 5.1 above, on the coming into effect of this Scheme and with effect from the Appointed Date:

- 5.2 In respect of such of the assets and Undertaking of the Transferor Companies as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and delivery, wherever located, the same may be so transferred by the Transferor Companies and shall become the property of the Transferee Company.
- 5.3 In respect of such of the assets and Undertaking belonging to the Transferor Companies other than those referred to in sub-clause 5.2 above, the same shall (as more particularly provided in sub-clause 5.1 above) without any further act, instrument or deed, stand transferred to and vested in the Transferee Company and / or be deemed to be transferred to and vested in the Transferee Company on the Appointed Date pursuant to the provisions of Section 232 of the Act.
- 5.4 All assets (including investments), estates, rights, title, interest and authorities acquired by the Transferor Companies after the Appointed Date and prior to the Effective Date for operation of the Transferor Companies shall also stand transferred to and vested in the Transferee Company upon the Scheme coming into effect.

- 5.5 Upon the Scheme coming into effect and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Transferor Companies, to which the Transferor Companies are parties or to the benefit of which the Transferor Companies 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, as the case may be, of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary or obligee thereto.
- 5.6 Without prejudice to the other provisions of the Scheme and notwithstanding the fact that vesting of the Transferor Companies occurs by virtue of Part B of this Scheme itself, the Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which the Transferor Companies are parties or any writings as may be necessary to be executed. The Transferee Company shall, under the provisions of Part B of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Companies to be carried out or performed.
- 5.7 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the Scheme coming into effect, all insurance claims and policies, consents, permissions, licenses, approvals, certificates, clearances, authorities given by, issued to or executed in favour of the Transferor Companies and all approvals, intellectual property and all other interests relating to the Transferor Companies, be transferred to and vested in the Transferee Company as if the same were originally given by, issued to or executed in favour

of the Transferee Company, and the rights and benefits under the same shall be available to the Transferee Company.

- 5.8 With effect from the Appointed Date the said Liabilities, if any, and any accretions and additions or decretion thereto after the Appointed Date shall also stand transferred to or deemed to be transferred to without any further act or instrument or deed to the Transferee Company and further it shall not be necessary to obtain the consent of any third party or other person who is party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this clause.
- 5.9 Upon this Scheme coming into effect, any loan or other obligation due between the Transferor Companies and the Transferee Company, if any (arising out of any arrangement, including, but not limited to the issuance of convertible securities by any of the Transferor Companies to another or by any of the Transferor Companies to the Transferee Company), shall stand discharged, the said loan, obligation or convertible securities shall be correspondingly extinguished, and there shall be no liability in that behalf with effect from the Appointed Date.
- 5.10 Where any of the liabilities and obligations of the Transferor Companies as on the Appointed Date deemed to be transferred to the Transferee Company have been discharged by the Transferor Companies after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company, and all loans raised and used and all liabilities and obligations incurred by the Transferor Companies after the Appointed Date and prior to the Effective Date shall 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 stand transferred to the Transferee Company and shall

become the liabilities and obligations of the Transferee Company which shall meet, discharge and satisfy the same.

- 5.11 It is clarified that the Scheme shall not in any manner affect the rights and interests of the creditors of the Transferor Companies or be deemed to be prejudicial to their interests.

6. PROCEDURE RELATING TO THE MAURITIUS TRANSFEROR COMPANY UNDER THE LAWS OF MAURITIUS

- 6.1 The Mauritius Transferor Company is incorporated under the Mauritius Companies Act as a Category 1 Global Business Licensed company in Mauritius pursuant to the Financial Services Act, 2007 as amended need to be converted to a Category 2 Global Business Licensed company.
- 6.2 In terms of Mauritius law, a company holding a Category 2 Global Business License can amalgamate with one or more companies incorporated under the laws of a jurisdiction other than that of Mauritius where the merger is permitted by the laws of such jurisdiction. Accordingly, Mauritius Transferor Company would be converted into a Category 2 Global Business License company.
- 6.3 The Board of Directors of the Mauritius Transferor Company has passed a resolution on 16th January, 2017 approving the Scheme.
- 6.4 In terms of paragraph 4(2)(a) of part II of the fourteenth schedule to the Mauritius Companies Act, the Mauritius Transferor Company is required to comply with the laws of Mauritius and the Transferee Company will have to comply with the laws of India regarding the Merger by absorption of the Mauritius Transferor Company by the Transferee Company.
- 6.5 In terms of paragraph 4(2)(b) of part II of the fourteenth schedule to the Mauritius Companies Act, the Transferee Company, being incorporated under the

laws of a jurisdiction other than that of Mauritius, must submit the following to the Registrar of Companies in Mauritius ("ROC Mauritius") in relation to the merger of the Mauritius Transferor Company with the Transferee Company:

- a) An agreement that a service of process may be effected on it in Mauritius in respect of proceedings for the enforcement of any claim, debt, liability or obligation, if any, of a constituent company (being the Mauritius Transferor Company) incorporated under the Mauritius Companies Act or in respect of proceedings for the enforcement of the rights of a dissenting member of a constituent company incorporated under the Mauritius Companies Act against the surviving company being the Transferee Company.
 - b) An irrevocable appointment of the registrar of the Mauritius Transferor Company as its agent to accept service of process in proceedings referred to in sub-clause (a) above.
 - c) An agreement that the Transferee Company shall promptly pay to the dissenting members, if any, of the Mauritius Transferor Company incorporated under the Mauritius Companies Act, the amount, if any, to which they are entitled under the Mauritius Companies Act, with respect to the rights of dissenting members. There is no dissenting member since the Scheme has been approved by the sole shareholder of the Mauritius Transferor Company and therefore this provision does not apply; and
 - d) A certificate of merger or consolidation issued by the appropriate authority of the foreign jurisdiction (i.e. order passed by the Tribunal approving the Scheme) where it is incorporated.
- 6.6 Based on the above and given that there is no dissenting member of the Mauritius Transferor Company incorporated under the Mauritius Companies Act,

the Transferee Company will confirm in writing to the ROC Mauritius that (a) there is no such dissenting member; and (b) the Transferee Company shall irrevocably appoint the administrator (process agent) of the Mauritius Transferor Company on behalf of the Transferee Company to accept service of process in respect of proceedings for enforcement of any claim, debt, liability or obligation of the Mauritius Transferor Company, if any.

- 6.7 In terms of paragraph 4(3) of part II of the fourteenth schedule to the Mauritius Companies Act, where the surviving company being the Transferee Company which is incorporated under the laws of a jurisdiction other than that of Mauritius, the effect of the merger shall be the same as in the case of merger under part XVI of the Mauritius Companies Act except in so far as the laws of the other jurisdiction, i.e. the laws of India, otherwise provide.
- 6.8 In terms of paragraph 4(4) of part II of the fourteenth schedule to the Mauritius Companies Act, since the Transferee Company is incorporated under the laws of a jurisdiction other than that of Mauritius, the Merger by absorption of the Mauritius Transferor Company will be effective as provided for by the laws of the other jurisdiction which is of the Transferee Company, i.e. the laws of India.
- 6.9 The Mauritius Transferor Company shall be required to file certain documents including those set out in paragraph 4(2)(b) of part II of the fourteenth schedule to the Mauritius Companies Act with the ROC Mauritius along with this Scheme and the corporate resolution of the Transferee Company or relevant extract thereof. The Mauritius Transferor Company will be struck off in the register maintained by the ROC Mauritius effective the date of the merger under the laws of India without the need for winding up.
- 6.10 On the Scheme becoming effective, the Mauritius Transferor Company will be struck off in the register maintained by the ROC Mauritius and shall stand dissolved without any further act, deed or without being wound up.

7. COMPLIANCE WITH TAX LAWS

- 7.1 This Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified under Section 2(1B) of the Income-tax Act, 1961 (the "IT Act") and other relevant provisions of the IT Act. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section at a later date including resulting from a retrospective amendment of law or for any other reason whatsoever, till the time the Scheme becomes effective, the provisions of the said section of the IT Act, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the IT Act and other relevant provisions of the IT Act.
- 7.2 On or after the Effective Date, the Transferee Company is expressly permitted to revise, its financial statements and returns along with prescribed forms, filings and annexures under the IT Act (including for the purpose of re-computing minimum alternative tax, and claiming other tax benefits), service tax law, VAT law, goods and service tax law and other tax laws, and to claim refunds and / or credits for taxes paid (including tax on book profits, MAT credit and foreign tax credit), and to claim tax benefits etc. and for matters incidental thereto, if required to give effect to the provisions of the Scheme notwithstanding that the period of filing / revising such returns / forms may have lapsed and period to claim refund / credit also elapsed upon this Scheme becoming effective.
- 7.3 All tax assessment proceedings / appeals (including application and proceedings in relation to advance ruling) of whatsoever nature by or against the Transferor Companies pending and / or arising at the Appointed Date and relating to the Transferor Companies shall be continued and / or enforced until the Effective Date as desired by the Transferee Company. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against the Transferee

Company in the same manner and to the same extent as it would or might have been continued and enforced by or against the Transferor Companies.

- 7.4 Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the Merger by absorption of the Transferor Companies by the Transferee Company or anything contained in the Scheme.
- 7.5 Any tax liabilities including but not limited to liabilities under the IT Act, foreign tax credit, Tax Treaties, Customs Act 1962, Service Tax laws, VAT laws, Goods and Service Tax laws or other applicable laws / regulations dealing with taxes / duties / levies allocable or related to the business of the Transferor Companies to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company. Any surplus in the provision for taxation / duties / levies account including advance tax and tax deducted at source as on the date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company.
- 7.6 Any refund including but not limited to refund under the IT Act, foreign taxes, Customs Act 1962, Service Tax laws, VAT laws, Goods and Service Tax laws or other applicable laws / regulations dealing with taxes / duties / levies allocable or related to the business of the Transferor Companies due to the Transferor Companies consequent to the assessment made on the Transferor Companies 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.
- 7.7 All taxes including income-tax, minimum alternate tax, foreign taxes, custom duty, service tax, goods and service tax, etc. paid or payable by the Transferor Companies in respect of their operations and / or the profits of the business

before the Appointed Date, shall be on account of the Transferor Companies and, in so far as it relates to the tax payment (including, without limitation, income-tax, minimum alternate tax, custom duty, service tax, goods and service tax, etc.) whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Companies in respect of their profits or activities or operation of the business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly. Further, any tax deducted at source by the Transferor Companies / Transferee Company on payables to the Transferee Company / Transferor Companies on account of inter-se transactions which has been deemed not to be accrued, shall be deemed to be advance taxes paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

- 7.8 Obligation for deduction of tax at source on any payment made by or to be made by the Transferor Companies including but not limited to obligation under the IT Act, Wealth-tax Act, 1957, service tax laws, customs law, goods and service tax law or other applicable laws / regulations dealing with taxes / duties / levies shall be made or deemed to have been made and duly complied with by the Transferee Company.
- 7.9 Without prejudice to the generality of the above, all benefits, incentives, losses, Credit for tax including on book profits, accumulated losses, credits (including, without limitation income tax, excise duty, service tax, applicable state value added tax, cenvat credit, goods and service tax credit, etc.) to which the Transferor Companies are entitled to in terms of applicable laws, shall be available to and vest in the Transferee Company on and after the Appointed Date, even if such credits have not been availed off in the books as on the date of transfer. Also the Transferee Company will be entitled to avail Cenvat Credit / Goods and Service Tax Credit after the Appointed Date in respect of all duties / taxes where the documents are in the name of the Indian Transferor Companies.

Further, licenses issued to the Indian Transferor Companies by any regulatory authorities including DGFT license, if any, and all benefits and tax credits, if any, associated with it shall stand transferred to the Transferee Company upon the Scheme becoming effective.

8. LEGAL PROCEEDINGS

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

9. CONTRACTS, DEEDS, ETC.

9.1 Upon coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, including contracts for tenancies and licenses, deeds, bonds, agreements, incentives, benefits, exemptions, entitlements, arrangements and other instruments of whatsoever nature in relation to the Transferor Companies to which the Transferor Companies are a party or to the benefit of which the Transferor Companies 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, as the case may be, of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary or obligee thereto.

9.2 The Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law

or otherwise, execute deeds, confirmations or other writings, confirmations or novations or tripartite arrangements with any party to any contract or arrangement to which the Transferor Company are a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions.

10. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

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

- a) The Transferor Companies shall stand possessed of all the estates, assets, rights, title, interest, authorities, contracts, investments and shall take strategic decisions for and on account of, and in trust for the benefit of the Transferee Company.
- b) All income, profits, costs, charges, expenses and taxes accruing to the Transferor Companies or losses arising or incurred by it (including the effect of taxes if any thereon), relating to the Transferor Companies shall for all purposes, be treated as the income, profits, costs, charges, expenses and taxes or losses, as the case may be, of the Transferee Company.
- c) The existing securities, mortgages, charges, encumbrances or liens (the "Encumbrances") or those, if any, created by the Transferor Companies after the Appointed Date, in terms of this Scheme, over the said Assets comprised in the Transferor Companies or any part thereof transferred to the Transferee Company by virtue of this Scheme, shall, after the Effective Date, continue to relate and attach to such said Assets or any part thereof to which they relate or attach to prior to the Effective Date and as are transferred to the Transferee Company, and such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company.

10.2 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central Government and all other agencies, departments and 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 Companies.

11. EMPLOYEES

11.1 On the coming into effect of this Scheme, all permanent employees, if any, of the Transferor Companies who are in employment of the Transferor Companies, as on the Effective Date, shall become the employees of the Transferee Company with effect from the Effective Date without any break or interruption in service and on the same terms and conditions as to employment and remuneration on which they are engaged or employed by the Transferor Companies. It is clarified that the employees of the Transferor Companies 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. The Transferee Company undertakes to continue to abide by any agreement / settlement, if any, entered into by any of the Transferor Companies with any union / employee. 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.

11.2 It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund, Superannuation Fund or any other Special Fund or Trusts created or existing for the benefit of the employees of the Transferor Companies 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. It is clarified that the services of the employees of the Transferor Companies will be treated as having been continuous for the purpose of the said funds / trusts.

12. SAVING OF CONCLUDED TRANSACTIONS

The Merger by absorption of the Transferor Companies pursuant to this Scheme shall not affect any transaction or proceedings already concluded or liabilities incurred, or any liabilities discharged by the Transferor Companies, on or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company shall accept and adopt all acts, deeds and things made, done and executed by the Transferor Companies as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

13. INTER-SE TRANSACTIONS

Without prejudice to Clauses 5 and 12, with effect from the Appointed date, all inter-party transactions inter-se the Transferor Companies and between any of the Transferor Companies and the Transferee Company shall be considered as intra-party transactions for all purposes from the Appointed Date or from the transaction date whichever is later and on the coming into effect of this Scheme, the same shall stand cancelled without any further act, instrument or deed.

14. CONSIDERATION

14.1 All the Transferor Companies are direct or indirect wholly owned subsidiaries of the Transferee Company and the entire paid-up share capital (i.e. equity shares and preference shares) of the Transferor Companies is held by the Transferee

Company, directly or indirectly. Further, convertible securities issued by the Transferor Companies is held by the Transferee Company, directly or indirectly.

14.2 On the Scheme coming into effect, the entire issued, subscribed and paid-up share capital (equity shares and preference shares) and convertible securities of all the Transferor Companies shall, ipso facto, without any further application, act, deed or instrument stand extinguished and cancelled and no new shares of the Transferee Company will be issued or allotted with respect to the shares and other convertible securities held in the Transferor Companies.

14.3 The share certificates and certificate for convertible securities issued by each of the Transferor Companies in relation to their respective shares and convertible securities shall, without any further application, act, instrument or deed, be deemed to be and stand automatically cancelled as on the Effective Date. In relation to shares and convertible securities of any of the Transferor Companies which are held in dematerialized form, the Transferee Company shall execute and take all necessary steps, actions, matters or things and make all necessary filings, as required to give effect to the cancellation.

15. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEEE COMPANY

15.1 Upon the coming into effect of this Scheme the Transferee Company shall account for the amalgamation in its books as per the applicable accounting principles prescribed under Indian Accounting Standard (Ind AS) 103 and / or any other applicable Ind AS, as the case may be.

15.2 The Transferee Company shall upon the Scheme coming into effect, record the assets and liabilities, if any, of the Transferor Companies vested in it pursuant to this Scheme, at the respective book values thereof and in the same form as appearing in the books of the Transferor Companies.

- 15.3 The identity of the reserves of the Transferor Companies shall be preserved and the Transferee Company shall record the reserves of the Transferor Companies in the same form and at the same values as they appear in the financial statements of the Transferor Companies.
- 15.4 Pursuant to the amalgamation of the Transferor Companies with the Transferee Company, the inter-company balances between the Transferee Company and the Transferor Companies, if any appearing in the books of the Transferee Company shall stand cancelled and there shall be no further obligation in that behalf.
- 15.5 The value of investments held by the Transferee Company in the Transferor Companies shall stand cancelled pursuant to amalgamation.
- 15.6 The difference between the share capital of the Transferor Companies and the book value of the investments cancelled in terms of Clause 15.5 and adjustment pursuant to inter-company balances as per Clause 15.4, if any, of the Scheme shall be adjusted in the Capital Reserve in the books of the Transferee Company.
- 15.7 In case of any difference in accounting policy between the Transferor Companies and the Transferee Company, the accounting policies followed by the Transferee Company will prevail and the difference shall be quantified and adjusted in the books of the Transferee Company.
- 15.8 In addition, the Transferee Company shall pass such accounting entries, as may be necessary, in connection with the Scheme, to comply with any of the applicable accounting standards and generally accepted accounting principles adopted in India.

16. DIVIDEND

- 16.1 The Transferor Companies and the Transferee Company shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period prior to the Effective Date.
- 16.2 The holders of the shares of the Transferor Companies and the Transferee Company shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective Articles of Association including the right to receive dividends from the Transferor Companies and the Transferee Company, as the case may be, till the Effective Date.
- 16.3 It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any member of the Transferor Companies and / or the Transferee Company to demand or claim any dividends which, subject to the provisions of the said Act, shall be entirely at the discretion of the respective Boards of Directors of the Transferor Companies and the Transferee Company, and subject to the approval of the shareholders of the Transferor Companies and the Transferee Company respectively.

17. AMENDMENT TO THE MEMORANDUM OF ASSOCIATION

- 17.1 Upon the Scheme becoming effective, the Authorised Share Capital of the Indian Transferor Companies shall stand transferred, credited and merged with that of the Transferee Company without payment of additional fees and stamp duty as the said fees and stamp duty have already been paid by the Indian Transferor Companies and the Authorised Share Capital of the Transferee Company will be increased to that effect by just filing requisite forms and no separate procedure shall be followed under the Act. Consequently, the Memorandum of Association of the Transferee Company shall without any act, instrument or deed be and

stand altered, modified and amended pursuant to Sections 13, 61 and other applicable provisions of the Act as follows:

"The Authorised Equity Share Capital of the Company is Rs. 1352,10,00,000/- (Rupees One Thousand Three Hundred Fifty-two Crores and Ten Lakhs only) divided into 676,05,00,000 (Six Hundred Seventy-six Crores and Five Lakhs only) equity shares of face value of Rs. 2/- (Rupees Two only) each."

17.2 It is clarified that for the purpose of amendment in its Authorised Share Capital, the Transferee Company shall not be required to pass any resolutions pursuant to Sections 13, 61 and other applicable provisions, if any, of the Companies Act, 2013 and consent of the shareholders to this Scheme shall be deemed to be sufficient for this purpose. For the sake of clarity, it shall also be deemed that the members of the Transferee Company have accorded their consent as required under the Act for the purpose of amendment in its Authorised Share Capital.

18. WINDING-UP OF THE INDIAN TRANSFEROR COMPANIES

On the Scheme becoming effective, the Indian Transferor Companies shall stand dissolved without being wound up and without any further acts by any party.

19. WINDING-UP OF THE MAURITIUS TRANSFEROR COMPANIES

On the Scheme becoming effective, the Mauritius Transferor Companies will be struck off the register maintained by the Registrar of Companies Mauritius and shall stand dissolved without any further act or deed or without being wound up.

PART C

GENERAL TERMS AND CONDITIONS

20. APPLICATION TO THE TRIBUNAL

The Transferor Companies and the Transferee Company, with all reasonable dispatch, shall make necessary applications / petitions before the Tribunal and the Appropriate Authorities in Mauritius, as applicable, for the sanction of this

Scheme under Sections 230 to 234 and other applicable provisions of the Act and under the provisions of the Mauritius Act.

21. MODIFICATIONS / AMENDMENTS TO THE SCHEME

The Transferee Company and the Transferor Companies through their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize including any committee or sub-committee thereof, may make and / or consent to any modifications / amendments to this Scheme or to any conditions or limitations that the Tribunal or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them or the Board, including the withdrawal of this Scheme or part thereof. The Board of Directors of the Transferee Company shall take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions, including interpretation of the Scheme, 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. The power of the Board to modify / amend the Scheme shall be subject to the approval of the Tribunal.

22. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS

22.1 The Scheme is conditional upon and subject to:

- a) The requisite consent, approval or permission of the Central Government or any other Appropriate Authorities, which by law or regulations or otherwise may be necessary for the implementation of this Scheme;
- b) The approval by the requisite majority of the shareholders and / or creditors (as may be required and / or to the extent not dispensed with by the Appropriate Authorities) of the Transferor Companies and the Transferee Company, as required under applicable Laws;

- c) The requisite sanction or approval of the Appropriate Authorities from India and Mauritius being obtained and / or granted in relation to any of the matters in respect of which such sanction or approval is required;
- d) Sanctions and Orders under the applicable provisions of the Act / Laws being obtained by the Transferee Company and the Transferor Companies from the Appropriate Authorities;
- e) Certified copies of the orders of the Appropriate Authorities, sanctioning the Scheme being filed with the Registrar of Companies, Mumbai at Maharashtra by the Transferee Company and the Indian Transferor Companies;
- f) Compliance by the Mauritius Transferor Companies of all the necessary and applicable provisions of its applicable Laws (including without limitation, all necessary filings to be made under applicable Laws of Mauritius);
- g) The Transferee Company entering into agreements under Section 4(2)(b) of Part II of the fourteenth schedule to the Mauritius Companies Act and appointing International Proximity as its agent to accept service of process, and the Registrar of Companies Mauritius accepting the order passed by the Tribunal as sufficient evidence of the Scheme being sanctioned and consequently striking off the Mauritius Transferor Companies in its record.

22.2 This Scheme although to come into effect from the Appointed Date but shall not become effective until the last of the following dates, namely:

- a) That on which the last of the aforesaid consents, approvals, permissions, resolutions and orders as mentioned in Clause 22.1 shall be obtained or passed; or
- b) That on which all necessary certified / authenticated copies of orders under Section 230 to 234 and other applicable provisions of the Act, shall

be duly filed with the Registrar of Companies, Mumbai at Maharashtra by the Transferee Company and the Indian Transferor Companies.

22.3 The last of such dates shall be the "Effective Date" for the purpose of this Scheme.

23. EFFECT OF NON-RECEIPT OF APPROVALS

23.1 In the event of any of the said sanctions and approvals referred to in Clause 22 above not being obtained (unless otherwise released by the Board of Directors) and / or the Scheme not being sanctioned by the Tribunal or such other competent authority as aforesaid, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and / or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law.

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

23.3 The Board of Directors of the Transferor Companies 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 combined entity post Merger by absorption.

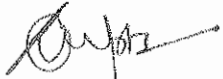
23.4 If any part of this Scheme hereof is invalid, ruled illegal by any Tribunal of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Transferor Companies and the Transferee Company that such part shall be severable from the remainder of the Scheme. Further, if the deletion of such part of this Scheme may cause this Scheme to become

materially adverse to the Transferor Companies and / or the Transferee Company, then in such case the Transferor Companies and / or the Transferee Company shall attempt to bring about a modification in the Scheme, as will best preserve for the Transferor Companies and the Transferee Company the benefits and obligations of the Scheme, including but not limited to such part.

24. COSTS

All costs, charges, levies and expenses of the Transferor Companies and the Transferee Company respectively in relation to or in connection with or incidental to this Scheme or the implementation thereof shall be borne and paid for by the Transferee Company, unless otherwise determined by the Boards of Directors of the Transferor Companies and the Transferee Company.

For IV 833 40 01000000



Company Secretary