

**COMPOSITE SCHEME OF ARRANGEMENT
UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE SECTIONS OF THE
COMPANIES ACT, 2013**

AMONGST

CREIXENT SPECIAL STEELS LIMITED

(“TRANSFEROR COMPANY 1”)

AND

JSW ISPAT SPECIAL PRODUCTS LIMITED

(“TRANSFEROR COMPANY 2”)

AND

JSW STEEL LIMITED

(“TRANSFeree COMPANY”)

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS



INTRODUCTION

WHEREAS:

1. **CREIXENT SPECIAL STEELS LIMITED** (hereinafter referred to as the “**Transferor Company 1**”), is a public limited company incorporated under the Companies Act, 2013 having its registered office at JSW Centre, Bandra Kurla Complex, Bandra (East), Mumbai – 400051, with permanent account number AAHCC4291P and corporate identification number U27209MH2018PLC375319. The Transferor Company 1 was incorporated on February 27, 2018. The Transferor Company 1 is *inter alia* engaged in the business of trading in steel and steel products and holding investments. The Transferor Company 1 has issued certain non-convertible debentures, which are listed on the wholesale debt market segment of BSE Limited.
2. **JSW ISPAT SPECIAL PRODUCTS LIMITED** (hereinafter referred to as the “**Transferor Company 2**”) (formerly known as *Monnet Ispat & Energy Limited*), is a public limited company incorporated under the Companies Act, 1956 having its registered office at JSW Centre, Bandra Kurla Complex, Bandra (East), Mumbai - 400051, with permanent account number AAACM0501D and corporate identification number L02710MH1990PLC363582. The Transferor Company 2 was incorporated on February 01, 1990. The Transferor Company 2 is *inter alia* engaged in the business of manufacturing and marketing of sponge iron, pellets, steel and ferro alloys. The Equity Shares (*as defined hereinafter*) of the Transferor Company 2 are listed on the Stock Exchanges (*as defined hereinafter*).
3. **JSW STEEL LIMITED** (hereinafter referred to as the “**Transferee Company**”), is a public limited company incorporated under the Companies Act, 1956 having its registered office at JSW Centre, Bandra Kurla Complex, Bandra (East), Mumbai - 400051, with permanent account number AAACH4323N and corporate identification number L27102MH1994PLC152925. The Transferee Company was incorporated on March 15, 1994. The Transferee Company is engaged in the business of manufacturing steel and offers a wide gamut of steel products. The Equity Shares of the Transferee Company are listed on the Stock Exchanges.

A. PREAMBLE

This Composite Scheme of Arrangement is presented under the provisions of Sections 230 to 232 and other relevant provisions of the Act (*as defined below*), the relevant provisions of the SEBI Circulars (*as defined below*) and the relevant provisions of the Listing Regulations (*as defined below*), for: (i) amalgamation of the Transferor Company 1 (*as defined below*) with and into the Transferee Company; and (ii) amalgamation of the Transferor Company 2 (*as defined below*) with and into the Transferee Company, in each case in accordance with Section 2 (1B) of the IT Act (*as defined below*). In addition, this Scheme (*as defined below*) also provides for various other matters consequential or otherwise integrally connected herewith.

B. RATIONALE FOR THIS SCHEME

1. With a view to consolidate the business and other interests of the Parties (*as defined below*), the Parties have decided that the Transferor Company 1 and the Transferor Company 2 with all their business and other interests, be amalgamated with the Transferee Company.
2. The Parties are of the view that: (a) the proposed amalgamation of the Transferor Company 1 with and into the Transferee Company; (b) the proposed amalgamation of the Transferor Company 2 with and into the Transferee Company; and (c) the other arrangements



contemplated under this Scheme, would be to the benefit of the shareholders and creditors of each of the Parties and would, *inter alia*, have the following benefits:

- (a) *Synergies in business:* The Parties are engaged in similar and/ or complementary businesses and their proposed amalgamation pursuant to this Scheme will create synergies between their businesses, including by pooling of their financial, managerial, technical, distribution, marketing and other resources. The proposed amalgamation is expected to, *inter-alia*, result in reduction of costs, better alignment, coordination and streamlining of day-to-day operations of the units.
 - (b) *Optimization of raw material procurement:* The Transferee Company has captive iron ore mines and merchant iron ore mines. The manufacturing unit of the Transferor Company 2 situated at Raigarh sources iron ore from the merchant mines of the Transferee Company and pursuant to the proposed amalgamation, the Transferor Company 2 will also source iron ore from the captive iron ore mines of the Transferee Company, which are located closer to the Transferor Company 2, than the merchant iron ore mines of the Transferee Company. Such combined sourcing of raw materials will result in reduction in overall cost of procurement. Further, the requirement of coke for the manufacturing activities of the Transferor Company 2 can also be supplied by the Transferee Company, thereby resulting in further reduction of procurement costs.
 - (c) *Utilization of surplus rolling capacity:* The Transferor Company 2 commenced its slab manufacturing capacity in FY 2022. With the commissioning of a second electric arc furnace (EAF) by Transferor Company 2 expected in Q2 FY 2023, its ability to produce crude steel will increase. The facilities of the Transferee Company at Vijayanagar and Anjar have surplus rolling capacity. Thus, the slabs manufactured by the Transferor Company 2 can be rolled in the said facilities of the Transferee Company, thereby providing opportunity for transfer of intermediate products within the facilities, and thereby increasing the capacity utilization of the Transferee Company's rolling mills.
 - (d) *Simplified structure and management efficiency:* The proposed amalgamation will result in a simplification of the existing corporate structure and eliminate administrative duplications, consequently reducing the administrative costs of maintaining separate companies, while reducing the multiple legal and regulatory compliances.
 - (e) *Enhancing presence in central India:* The Transferee Company does not have manufacturing presence in central India. Pursuant to the proposed amalgamation, the Parties shall be better positioned to service customer needs basis their combined portfolio of products and marketing capabilities in central India. The proposed amalgamation will provide opportunities to access new markets, segments, product offerings and customers in central India. Further, with a common credit management system, the customers are expected to benefit from an improved channel financing facility from the combined company.
 - (f) *Improved automation:* The proposed amalgamation will result in increased level of automation across all plants of the Transferor Company 2 by using the information technology application and systems of the Transferee Company.
3. The Transferor Company 1 holds Equity Shares and compulsorily convertible preference shares of Transferor Company 2. Accordingly, pursuant to the amalgamation of the Transferor Company 2 with the Transferee Company, the Transferor Company 1 need not exist as a separate legal entity.



C. DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

1.1. For the purposes of this Scheme, the following expressions shall have the meanings mentioned herein below:

- (a) “**Act**” means the (Indian) Companies Act, 2013.
- (b) “**Applicable Law(s)**” means to the extent applicable, all laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directives of any Governmental Authority or Person acting under the authority of any Governmental Authority.
- (c) “**Appointed Date**” means April 01, 2022.
- (d) “**Approvals**” mean approvals, permissions, consents, validations, confirmations, waivers, no-objection letters, permits, grants, concessions, certificates, registrations, exemption orders, licenses and other authorizations required to be obtained from any Person, including any Governmental Authority, under Applicable Laws or otherwise.
- (e) “**Articles**” mean the articles of association of the Transferee Company.
- (f) “**Board**” means the Board of Directors of the Transferor Company 1, the Transferor Company 2 and / or the Transferee Company, as may be applicable and shall include a duly constituted committee thereof.
- (g) “**Effective Date**” for the purposes of amalgamation of Transferor Company 1 with the Transferee Company in accordance with Section I of this Scheme, shall mean the Effective Date 1; and for the purposes of amalgamation of Transferor Company 2 with the Transferee Company in accordance with Section II of this Scheme, shall mean the Effective Date 2.
- (h) “**Effective Date 1**” means the date on which the last of the conditions specified in Clause 3.1 of Section III of this Scheme are complied with.
- (i) “**Effective Date 2**” means the date on which the last action in respect of the condition specified in Clause 3.2 of Section III of this Scheme is complied with or the date falling 7 (seven) days from the Effective Date 1, whichever is later.
- (j) “**Equity Shares**” with respect to a company, mean the fully paid-up equity shares of such company.
- (k) “**Governmental Authority(ies)**” means: (i) any international, supra-national, national, state, city or local governmental, regulatory or statutory authority; (ii) any commission, organisation, agency, department, ministry, board, bureau or instrumentality of any of the foregoing (and “**instrumentality of any of the foregoing**” includes any entity owned or controlled by any of such foregoing authorities); (iii) any stock exchange or similar self-regulatory or quasi-governmental agency or private body exercising any regulatory or administrative functions of or relating to the government; (iv) any arbitrator, arbitral body, tribunal or court or other law, rule or regulation making entity; and (v) any state or other subdivision thereof or any municipality, district or other subdivision thereof, having or purporting to have jurisdiction over any or all of the Parties.



- (l) “**IBC Order**” means the order of the Tribunal dated July 24, 2018 in respect of the corporate insolvency resolution process of the Transferor Company 2.
- (m) “**Intangible Assets**” means and includes all intellectual property rights and licenses, whether registered or unregistered, and including any applications for registration of any intellectual property, together with goodwill, confidential and proprietary information and other incorporeal assets.
- (n) “**IT Act**” means the (Indian) Income-tax Act, 1961.
- (o) “**Listing Regulations**” mean the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- (p) “**MSL**” means Mivaan Steels Limited, a public limited company incorporated under the Companies Act, 2013 having its registered office at JSW Centre, Bandra Kurla Complex, Bandra (East), Mumbai – 400051, and corporate identification number U27100MH2021PLC371388.
- (q) “**Parties**” mean the Transferor Company 1, the Transferor Company 2 and the Transferee Company, collectively.
- (r) “**Person**” means any natural person, limited or unlimited liability company, corporation, partnership firm (whether limited or unlimited), proprietorship firm, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as an entity under Applicable Law.
- (s) “**Record Date**” means: (i) for the purposes of Section I, the date to be mutually fixed by the Transferor Company 1 and the Transferee Company for the purpose of determining the shareholders of the Transferor Company 1 that are to be issued Equity Shares of the Transferee Company pursuant to Section I of this Scheme; and (ii) for the purposes of Section II, the date to be mutually fixed by the Transferor Company 2 and the Transferee Company for the purpose of determining the shareholders of the Transferor Company 2 that are to be issued Equity Shares of the Transferee Company pursuant to Section II of this Scheme.
- (t) “**Registered Valuer**” means a Person registered as a valuer in terms of Section 247 of the Act.
- (u) “**RoC Mumbai**” means the Registrar of Companies, Mumbai.
- (v) “**Scheme**” means this composite scheme of arrangement amongst the Transferor Company 1, the Transferor Company 2 and the Transferee Company and their respective shareholders and creditors, pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Act.
- (w) “**SEBI**” means the Securities and Exchange Board of India.
- (x) “**SEBI Circulars**” mean the Master Circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021, Circular No. SEBI/HO/CFD/SSEP/CIR/P/2022/003 dated January 3, 2022, and Circular No. SEBI/HO/CFD/DIL2/CIR/P/2022/11 dated February 1, 2022, issued by SEBI.
- (y) “**Slump Sale Scheme**” means a scheme of arrangement under Sections 230 to 232 of the Act,



between the Transferor Company 2 and its wholly owned subsidiary, MSL, for the slump sale of an undertaking of the Transferor Company 2 (as more particularly set out in the said scheme of arrangement, and which comprises of, *inter-alia*, manufacturing facilities at Raipur), with an appointed date of close of business hours on March 31, 2022. For the avoidance of doubt, it is clarified that: (i) upon the Slump Sale Scheme becoming effective in accordance with its terms, MSL shall undertake the business and undertaking transferred to it pursuant to the Slump Sale Scheme, and (ii) upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, MSL shall become a wholly owned subsidiary of the Transferee Company.

- (z) “**Stock Exchanges**” mean, the BSE Limited and the National Stock Exchange of India Limited, as applicable.
- (aa) “**Transferee Company**” has the meaning assigned to such term in Recital 3 of the Introduction of this Scheme.
- (bb) “**Transferor Company 1**” has the meaning assigned to it in Recital 1 of the Introduction of this Scheme and includes, without limitation:
- (i) all assets, whether moveable or immovable, whether tangible or intangible, whether leasehold or freehold, equipment, including without limitation all rights, title, interests, claims, covenants and undertakings of the Transferor Company 1 in such assets;
 - (ii) all investments, receivables, loans, security deposits and advances extended, earnest monies, advance rentals, payments against warrants, if any, or other rights or entitlements, including without limitation accrued interest thereon, of the Transferor Company 1;
 - (iii) all debts, borrowings and liabilities, whether present or future, whether secured or unsecured, if any, availed by the Transferor Company 1;
 - (iv) all permits, rights, entitlements, licenses, approvals (including licenses and approvals from any Governmental Authority), grants, allotments, recommendations, clearances and tenancies of the Transferor Company 1;
 - (v) all taxes, tax deferrals and benefits, subsidies, concessions, refund of any tax, duty, cess, tax credits (including, but not limited to credits, benefits, incentives, exemptions, concessions and other benefits or privileges in respect of income tax, advance tax, self-assessment tax, regular assessment tax, buy-back tax (“**BBT**”), dividend distribution tax (“**DDT**”), equalization levy, foreign tax credit, tax collection at source (“**TCS**”), tax deduction at source (“**TDS**”), securities transaction tax (“**STT**”), minimum alternate tax (“**MAT**”), brought forward book losses and book unabsorbed depreciation to the extent such amounts are not set-off against book profits computed under Section 115JB of the IT Act, brought forward tax losses and unabsorbed depreciation under the provisions of the IT Act, brought forward interest expenses to the extent not claimed as deduction under Section 94B of the IT Act, sales tax, service tax, custom duty, excise duty, value added tax (“**VAT**”), turnover tax, MODVAT/ CENVAT/ service tax, goods and service tax (“**GST**”), unutilised input tax credit of central goods and services tax (“**CGST**”), integrated goods and services tax (“**IGST**”), state goods and services tax (“**SGST**”) and goods and services tax compensation cess (“**GST Compensation Cess**”), all tax holidays (including benefits under Chapter VI-A of the IT Act), and duty entitlement credit



certificates) of the Transferor Company 1, and all rights to any claim not preferred or made by the Transferor Company 1 in respect of (a) any refund of tax, duty, cess or other charge (including any erroneous or excess payment thereof made by the Transferor Company 1) whether or not so recorded in the books of accounts and any interest thereon, and (b) any set-off, carry forward of book losses and book unabsorbed depreciation, tax losses and tax unabsorbed depreciation, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, etc., under Applicable Law in the same manner and to the same extent as would have been enjoyed, availed or utilized by the Transferor Company 1 before the Effective Date 1;

- (vi) all Intangible Assets of every kind and description whatsoever, of the Transferor Company 1;
 - (vii) all privileges and benefits of, or under, all contracts, agreements, purchase and sale orders, memoranda of understanding, bids, tenders, expressions of interest, letters of intent, commitments, undertakings, deeds, bonds, arrangements of any kind and other instruments of whatsoever nature and description, whether written, oral or otherwise, and all other rights including without limitation lease rights, licenses and facilities of every kind and description whatsoever, of the Transferor Company 1;
 - (viii) insurance covers and claims to which the Transferor Company 1 is a party, or to the benefit of which the Transferor Company 1 is eligible;
 - (ix) all employees of the Transferor Company 1;
 - (x) all legal, tax, regulatory, quasi-judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature, initiated by or against the Transferor Company 1; and
 - (xi) all books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records, whether in physical form or electronic form or in any other form, in connection with or relating to the Transferor Company 1.
- (cc) “**Transferor Company 2**” has the meaning assigned to it in Recital 2 of the Introduction of this Scheme and includes, without limitation:
- (i) all assets, whether moveable or immovable, whether tangible or intangible, whether leasehold or freehold, equipment, including without limitation all rights, title, interests, claims, covenants and undertakings of the Transferor Company 2 in such assets;
 - (ii) all investments, receivables, loans, security deposits and advances extended, earnest monies, advance rentals, payments against warrants, if any, or other rights or entitlements, including without limitation accrued interest thereon, of the Transferor Company 2;
 - (iii) all debts, borrowings and liabilities, whether present or future, whether secured or unsecured, if any, availed by the Transferor Company 2;



- (iv) all permits, rights, entitlements, licenses, approvals (including licenses and approvals from any Governmental Authority), grants, allotments, recommendations, clearances and tenancies of the Transferor Company 2;
- (v) all taxes, tax deferrals and benefits, subsidies, concessions, refund of any tax, duty, cess, tax credits (including, but not limited to credits, benefits, incentives, exemptions, concessions and other benefits or privileges in respect of income tax, advance tax, self-assessment tax, regular assessment tax, BBT, DDT, equalization levy, foreign tax credit, TCS, TDS, STT, MAT, brought forward book losses and book unabsorbed depreciation to the extent such amounts are not set-off against book profits computed under Section 115JB of the IT Act, as the case may be, benefit under clause (iih) / (iii) of Explanation 1 to section 115JB of the IT Act, brought forward tax losses and unabsorbed depreciation under the provisions of the IT Act, sales tax, service tax, custom duty, excise duty, VAT, turnover tax, MODVAT/ CENVAT/ service tax, GST, unutilised input tax credit of CGST, IGST, SGST, GST Compensation Cess, all tax holidays (including benefits under Chapter VI-A of the IT Act) and duty entitlement credit certificates) of the Transferor Company 2, and all rights to any claim not preferred or made by the Transferor Company 2 in respect of (a) any refund of tax, duty, cess or other charge (including any erroneous or excess payment thereof made by the Transferor Company 2) whether or not so recorded in the books of accounts and any interest thereon, (b) any set-off, carry forward of accumulated loss and tax unabsorbed depreciation in accordance with the provisions of section 72A of the IT Act and (c) any set-off, carry forward of book losses and book unabsorbed depreciation, other tax losses, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, etc., under Applicable Law in the same manner and to the same extent as would have been enjoyed, availed or utilized by the Transferor Company 2 before Effective Date 2;
- (vi) all Intangible Assets of every kind and description whatsoever, of the Transferor Company 2;
- (vii) all privileges and benefits of, or under, all contracts, agreements, purchase and sale orders, memoranda of understanding, bids, tenders, expressions of interest, letters of intent, commitments, undertakings, deeds, bonds, arrangements of any kind and other instruments of whatsoever nature and description, whether written, oral or otherwise, and all other rights including without limitation lease rights, licenses and facilities of every kind and description whatsoever, of the Transferor Company 2;
- (viii) insurance covers and claims to which the Transferor Company 2 is a party, or to the benefit of which the Transferor Company 2 is eligible;
- (ix) all employees of the Transferor Company 2;
- (x) all legal, tax, regulatory, quasi-judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature, initiated by or against the Transferor Company 2; and
- (xi) all books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records, whether in physical form or electronic form or in any other form, in



connection with or relating to the Transferor Company 2;

provided that and for the avoidance of doubt, the term Transferor Company 2 shall exclude the business undertaking of the Transferor Company 2 being transferred by the Transferor Company 2 to its wholly owned subsidiary, MSL, pursuant to the Slump Sale Scheme. It is further clarified that: (i) upon the Slump Sale Scheme becoming effective in accordance with its terms, MSL shall undertake the business and undertaking transferred to it pursuant to the Slump Sale Scheme, and (ii) upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, MSL shall become a wholly owned subsidiary of the Transferee Company.

- (dd) “**Tribunal**” means the Mumbai bench of the National Company Law Tribunal having jurisdiction over the Parties.
- (ee) “**Trustee 1**” has the meaning assigned to such term in Clause 3.4 of Section I of this Scheme.
- (ff) “**Trustee 2**” has the meaning assigned to such term in Clause 3.7 of Section II of this Scheme.

2. INTERPRETATION

In this Scheme, unless the context requires otherwise:

- (a) the headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Scheme;
- (b) words in the singular shall include the plural and *vice-versa*;
- (c) the terms “hereof”, “herein”, or similar expressions used in this Scheme mean and refer to this Scheme and not to any particular clause of this Scheme;
- (d) wherever the word “include”, “includes”, or “including” is used in this Scheme, it shall be deemed to be followed by the words “without limitation”;
- (e) any reference to any enactment, rule, regulation, notification, circular or statutory provision is a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted (with or without modification) and includes all rules, regulations, circulars, notifications, instruments or orders made under such enactment;
- (f) any reference to an “agreement” or “document” shall be construed as a reference to such agreement or document as amended, varied, supplemented or novated in writing at the relevant time in accordance with the requirements of such agreement or document;
- (g) where a wider construction is possible, the words “other” and “otherwise” shall not be construed *ejusdem generis* with any foregoing words; and
- (h) any reference to “INR” is to Indian National Rupees.

D. PARTS OF THIS SCHEME

This Scheme is divided into the following sections:



1. SECTION I

AMALGAMATION OF THE TRANSFEROR COMPANY 1 WITH AND INTO THE TRANSFEREE COMPANY

Part A deals with the share capital details of each of the Transferor Company 1 and the Transferee Company.

Part B deals with the amalgamation of the Transferor Company 1 with and into the Transferee Company, in accordance with Section 2 (1B) of the IT Act and Sections 230 to 232 and other relevant provisions of the Act, and the relevant provisions of the SEBI Circulars and the Listing Regulations.

Part C deals with the discharge of consideration for amalgamation of the Transferor Company 1 with and into the Transferee Company.

Part D deals with the dissolution without winding up of the Transferor Company 1.

2. SECTION II

AMALGAMATION OF THE TRANSFEROR COMPANY 2 WITH AND INTO THE TRANSFEREE COMPANY

Part A deals with the share capital details of each of the Transferor Company 2 and the Transferee Company.

Part B deals with the amalgamation of the Transferor Company 2 with and into the Transferee Company, in accordance with Section 2 (1B) of the IT Act and Sections 230 to 232 and other relevant provisions of the Act.

Part C deals with the discharge of consideration for the amalgamation of the Transferor Company 2 with and into the Transferee Company.

Part D deals with the dissolution without winding up of the Transferor Company 2.

3. SECTION III

Section III deals with the general terms and conditions applicable to this Scheme including, *inter alia*, transfer of the authorised share capital of each of the Transferor Company 1 and the Transferor Company 2, to the Transferee Company.



SECTION I

AMALGAMATION OF THE TRANSFEROR COMPANY 1 WITH AND INTO THE TRANSFeree COMPANY

PART A

WHEREAS

- A. Section I of this Scheme provides for the amalgamation of the Transferor Company 1 with and into the Transferee Company and the dissolution without winding up of the Transferor Company 1, pursuant to and under Sections 230 to 232 and other applicable provisions of the Act, the SEBI Circulars and the Listing Regulations.
- B. The amalgamation of the Transferor Company 1 with and into the Transferee Company, pursuant to and in accordance with this Scheme, shall be in accordance with Section 2(1B) of the IT Act.

1. SHARE CAPITAL

- 1.1. The share capital of the Transferor Company 1 as on 27 May 2022 is as under:

Particulars	Amount (in INR)	Amount (in INR)
Authorised Share Capital		4,15,00,00,000
1,50,00,000 equity shares of INR 10/- each	15,00,00,000	
40,00,00,000 preference shares of INR 10/- each	4,00,00,00,000	
Issued subscribed and paid up Share Capital		3,80,26,96,100
1,00,00,000 equity shares of INR 10/- each	10,00,00,000	
37,02,69,610 preference shares of 10/- each	3,70,26,96,100	

- 1.2. The Equity Shares of the Transferor Company 1 are not listed on any stock exchange. The non-convertible debentures issued by the Transferor Company 1 are listed on the wholesale debt market segment of BSE Limited. All the non-convertible debentures and the redeemable preference shares of the Transferor Company 1 are held by the Transferee Company.

- 1.3. The share capital of the Transferee Company as on 27 May 2022 is as under:

Particulars	Amount (in INR)	Amount (in INR)
Authorised Share Capital		90,15,00,00,000
60,15,00,00,000 equity shares of INR 1/- each	60,15,00,00,000	
3,00,00,00,000 preference Shares of INR 10/- each	30,00,00,00,000	



Particulars	Amount (in INR)	Amount (in INR)
Issued subscribed and paid up Share Capital		2,41,72,20,440
2,41,72,20,440 equity shares of INR 1/- each	2,41,72,20,440	

- 1.4. The Equity Shares of the Transferee Company are listed on the Stock Exchanges.

PART B

2. AMALGAMATION OF THE TRANSFEROR COMPANY 1 WITH AND INTO THE TRANSFEE COMPANY

- 2.1. Upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date, the Transferor Company 1, together with all its present and future properties, assets, investments, borrowings, approvals, intellectual property rights, insurance covers or claims, records, licenses, rights, benefits, interests, employees, contracts, obligations, proceedings and liabilities, shall amalgamate with the Transferee Company, as a going concern, and all present and future properties, assets, investments, borrowings, approvals, intellectual property rights, insurance covers or claims, records, licenses, rights, benefits, interests, employees, contracts, obligations, proceedings and liabilities of the Transferor Company 1, shall stand transferred to and vested in and shall become the property of and an integral part of the Transferee Company, subject to the existing charges and encumbrances, if any (to the extent such charges or encumbrances are outstanding on the Effective Date 1), by operation of law pursuant to the vesting order of the Tribunal sanctioning this Scheme, without any further act, instrument or deed undertaken by either of the Transferor Company 1 or the Transferee Company. Without prejudice to the generality of the above, upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date, in particular, the Transferor Company 1 shall stand amalgamated with and into the Transferee Company, in the manner described in sub-paragraphs (a) – (l) below:

- a. Upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date, all immovable property (including land, buildings and any other immovable property) of the Transferor Company 1, if any, whether freehold or leasehold, and any documents of title, rights and easements in relation thereto, shall stand vested in or be deemed to be vested in the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning this Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company. Upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date, the Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay all taxes, rent and charges, and fulfill all obligations, in relation to or applicable to such immovable properties, if any, and the relevant landlords, owners and lessors shall continue to comply with the terms, conditions and covenants under all relevant lease / license or rent agreements and shall, in accordance with the terms of such agreements, refund the security deposits and advance / prepaid lease / license fee, if any, to the Transferee Company. Upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date, the title to the immovable properties of the Transferor Company 1, if any, shall be deemed to have been mutated and recognised



as that of the Transferee Company and the mere filing of the vesting order of the Tribunal sanctioning this Scheme with the appropriate registrar and sub-registrar of assurances shall suffice as record of the Transferee Company's title to such immovable properties pursuant to Section I of this Scheme coming into effect and shall constitute a deemed mutation and substitution thereof. The Transferee Company shall in pursuance of the vesting order of the Tribunal be entitled to the delivery and possession of all documents of title in respect of such immovable property, if any, in this regard.

- b. Upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date, all assets of the Transferor Company 1 as are movable in nature or are otherwise capable of being transferred by physical or constructive delivery and / or, by endorsement and delivery, or by vesting and recordal, including without limitation equipment, furniture, fixtures, books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records, whether in physical form or electronic form or in any other form, shall stand vested in the Transferee Company, and shall become the property and an integral part of the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning this Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical or constructive delivery or by endorsement and delivery, or by vesting and recordal, as appropriate to the property being vested and the title to such property shall be deemed to have been transferred accordingly to the Transferee Company.
- c. Upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date, any and all other movable property (except those specified elsewhere in this Clause) including without limitation investments in shares and any other securities, all sundry debts and receivables, outstanding loans and advances, if any, relating to the Transferor Company 1, recoverable in cash or in kind or for value to be received, actionable claims, bank balances and deposits, if any with Governmental Authorities, semi-Governmental Authorities, local and other authorities and bodies, customers and other persons, cheques on hand, shall, by operation of law pursuant to the vesting order of the Tribunal sanctioning this Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company, become the property of the Transferee Company. Without prejudice to the foregoing, the Transferee Company shall be entitled to deposit at any time after the Effective Date 1, cheques received in the name of the Transferor Company 1, to enable the Transferee Company to receive the amounts thereunder.
- d. Upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date, all debts, borrowings, liabilities, contingent liabilities, duties and obligations, secured or unsecured, relating to the Transferor Company 1, whether provided for or not in the books of accounts of the Transferor Company 1 or disclosed in the balance sheet of such Transferor Company 1 or not, shall stand transferred to and vested in the Transferee Company, and the same shall be assumed to the extent they are outstanding on the Effective Date 1 and become and be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of, and shall be discharged by, the Transferee Company, by operation of law pursuant to the vesting



order of the Tribunal sanctioning this Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company. It is hereby clarified that upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date, there shall be no accrual of interest or other charges in respect of *inter-se* loans, advances, investments, securities, receivables, payables, and other dues and all such loans, advances, investments, securities, receivables, payables, and other dues outstanding between Transferor Company 1 and the Transferee Company, if any, will stand cancelled and there shall be no further obligations/ outstandings (including with respect to accrual of interest) of the Transferor Company 1 and the Transferee Company in this regard.

- e. Upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date, all incorporeal or Intangible Assets of the Transferor Company 1 or granted to the Transferor Company 1 shall stand vested in and transferred to the Transferee Company and shall become the property and an integral part of the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning this Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company.
- f. Upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date, all letters of intent, contracts, deeds, bonds, agreements, insurance policies, capital investment, subsidies, guarantees and indemnities, schemes, arrangements and other instruments of whatsoever nature in relation to the Transferor Company 1 to which it is a party or to the benefit of which it may be entitled or eligible, shall be in full force and effect against or in favour of the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning this Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company, and may be enforced as fully and effectually as if, instead of the Transferor Company 1, the Transferee Company had been a party or beneficiary or obligee thereto. It is hereby clarified that upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date, all inter-se contracts, deeds, bonds, agreements, guarantees and indemnities, arrangements and other instruments between the Transferor Company 1 and the Transferee Company, if any, will stand cancelled and there shall be no further inter-se rights and obligations of the Transferor Company 1 and the Transferee Company in this regard. Without prejudice to the generality of the foregoing, bank guarantees, performance guarantees, letters of credit, agreements with any Governmental Authority, hire purchase agreements, lending agreements and such other agreements, deeds, documents and arrangements pertaining to the business of Transferor Company 1 or to the benefit of which the Transferor Company 1 may be eligible and which are subsisting or have effect immediately before the Effective Date 1, including without limitation all rights and benefits (including without limitation benefits of any deposit, advances, receivables or claims) arising or accruing therefrom, shall, upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date, by operation of law pursuant to the vesting order of the Tribunal sanctioning this Scheme, be deemed to be bank guarantees, performance guarantees, letters of credit, agreements, deeds, documents, and arrangements, as the case may be, of the Transferee Company, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company and shall be appropriately transferred or assigned by the concerned parties/ Governmental Authority in favour of the Transferee Company.



- g. Upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date, any and all statutory licenses or other licenses (including the licenses granted to the Transferor Company 1 by any Governmental Authority for the purpose of carrying on its business or in connection therewith), no-objection certificates, permissions, registrations, approvals, consents, permits, quotas, easements, goodwill, entitlements, allotments, concessions, exemptions, advantages, or rights required to carry on the operations of the Transferor Company 1 or granted to the Transferor Company 1 shall stand vested in or transferred to the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning this Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company, and shall be appropriately transferred or assigned by the concerned parties or Governmental Authorities in favour of the Transferee Company upon amalgamation of the Transferor Company 1 with and into the Transferee Company pursuant to this Scheme. The benefit of all statutory and regulatory permissions, approvals and consents including without limitation statutory licenses, permissions, approvals or consents required to carry on the operations of the Transferor Company 1 shall vest in and become available to the Transferee Company upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date, by operation of law pursuant to the vesting order of the Tribunal sanctioning this Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company.
- h. Upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date, the Transferee Company shall bear the burden and the benefits of any legal or other proceedings (including tax proceedings) initiated by or against the Transferor Company 1. Upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date, if any notice, dispute, suit, appeal, complaint, claim or other proceeding of whatsoever nature by or against the Transferor Company 1, including (but not limited to) those before any Governmental Authority, be pending, the same shall not abate, be discontinued or in any way be prejudicially affected by reason of the amalgamation of Transferor Company 1 with and into the Transferee Company, or of anything contained in this Scheme but the proceedings shall 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 1, by operation of law pursuant to the vesting order of the Tribunal sanctioning this Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company.
- i. Upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date, all persons who were employed in the Transferor Company 1 immediately before such date shall become employees of the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning this Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company, on terms and conditions which are overall no less favourable than those that were applicable to such employees immediately prior to such amalgamation, with the benefit of continuity of service and without any break or interruption in service. It is clarified that such employees of the Transferor Company 1 who become employees of the Transferee Company by virtue of this Scheme, shall be governed by the terms of employment of the Transferee Company (including in



connection with provident fund, gratuity fund, superannuation fund or any other special fund or obligation), provided that such terms of employment of the Transferee Company are overall no less favourable than those that were applicable to such employees immediately before such amalgamation. In addition, with regard to provident fund, gratuity fund, superannuation fund or any other special fund or obligation created or existing for the benefit of the employees of the Transferor Company 1 who become employees of the Transferee Company by virtue of this Scheme upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date, (x) all contributions made to such funds by the Transferor Company 1 on behalf of such employees shall be deemed to have been made on behalf of the Transferee Company, and shall be transferred to the Transferee Company, the relevant authorities or the funds (if any) established by the Transferee Company, as the case may be, and (y) all contributions made by such employees, including interests/ investments (which are referable and allocable to the employees transferred), shall be transferred to the Transferee Company, the relevant authorities or the funds (if any) established by the Transferee Company, as the case may be. Where applicable and required, in connection with provident fund, gratuity fund, superannuation fund or any other special fund or obligation created or existing for the benefit of the employees of the Transferor Company 1 who become employees of the Transferee Company by virtue of this Scheme, the Transferee Company shall stand substituted for the Transferor Company 1, by operation of law pursuant to the vesting order of the Tribunal sanctioning this Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company, for all purposes whatsoever relating to the obligations to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents. It is the aim and intent of this Scheme that all the rights, duties, powers and obligations of the Transferor Company 1 in relation to such schemes or funds shall become those of the Transferee Company. In addition, upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date, any prosecution or disciplinary action initiated, pending or contemplated against and any penalty imposed in this regard on any employee forming part of the Transferor Company 1 shall be continued/ continue to operate against the relevant employee and the Transferee Company shall be entitled to take any relevant action or sanction, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company.

- j. Upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date, the Transferee Company shall, for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits to the employees of Transferor Company 1, take into account the past services of such employees with the Transferor Company 1.
- k. Upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date, all direct and indirect taxes of any nature, duties and cess or any other like payment, including (but not limited to) income tax, advance tax, self-assessment tax, regular assessment tax, BBT, DDT, equalization levy, foreign tax credit, TCS, TDS, STT, MAT, VAT, central sales tax, excise duty, customs duty, GST, or any other like payments made by the Transferor Company 1 to any statutory authorities, or other collections made by the Transferor Company 1 and relating to the period up to the Effective Date 1, shall be deemed to have been on account of, or on behalf of, or paid by, or made by the Transferee Company, without any further act,



instrument or deed undertaken by the Transferor Company 1 or the Transferee Company in the same manner and to the same extent as would have been enjoyed, availed, or utilized by the Transferor Company 1 before the Effective Date 1 and whether or not the same is reflected in Form 26AS/ Form AIS of the Transferee Company. In addition, upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date, all deductions otherwise admissible to Transferor Company 1 including without limitation deduction admissible on actual payment or on deduction of appropriate taxes or on payment of tax deducted at source (including, but not limited to, claim for sum prescribed under Section 43B, Section 40, Section 35DD and Section 94B of the IT Act, claim for deduction of provisions written back by the Transferor Company 1 previously disallowed in the hands of Transferor Company 1 under the IT Act, claim for debt or part of debt written off by Transferor Company 1 under Section 36(1)(vii) read with Section 36(2) of the IT Act where such debt or part of debt were offered to tax by the Transferor Company 1, and claim for any deferred payments) shall be eligible for deduction to the Transferee Company in the same manner and to the same extent as would have been enjoyed, availed or utilized by the Transferor Company 1 before the Effective Date 1. Upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date, all taxes payable by or refundable to or being the entitlement of the Transferor Company 1, including without limitation all or any refunds, credits or claims shall be treated as the tax liability or refunds, credits or claims, as the case may be, of the Transferee Company, and any tax incentives, advantages, privileges, exemptions, credits, entitlements, holidays, remissions, reductions (in respect of, including, but not limited to, income tax, advance tax, self-assessment tax, regular assessment tax, BBT, DDT, equalization levy, foreign tax credit, TCS, TDS, STT, MAT, brought forward book losses and book unabsorbed depreciation to the extent such amounts are not set-off against book profits computed under Section 115JB of the IT Act, sales tax, service tax, custom duty, excise duty, VAT, turnover tax, benefits of any unutilized MODVAT/ CENVAT/ service tax, GST, unutilized input tax credit of CGST, IGST, SGST, GST Compensation Cess, all tax holiday (including benefits under Chapter VI-A of the IT Act) and duty entitlement credit certificates), as would have been available to the Transferor Company 1, shall be available to the Transferee Company, subject to the provisions of Applicable Laws, and the Transferee Company shall be entitled to claim all such tax payments, incentives, advantages, privileges, exemptions, credits, entitlements, holidays, remissions, reductions, etc. in the same manner and to the same extent as would have been enjoyed, availed or utilized by the Transferor Company 1 before the Effective Date 1, notwithstanding the certificates/ challans or other documents for such taxes/ duties, as the case may be, are in the name of the Transferor Company 1. In addition, the tax losses and unabsorbed depreciation of the Transferor Company 1 shall be carried forward and set off against future taxable income of the Transferee Company in the same manner and to the same extent as would have been enjoyed, availed or utilized by the Transferor Company 1 before the Effective Date 1. The Transferee Company shall undertake all necessary compliances under Applicable Law, including but not limited to accounting for the Scheme for the purposes of the IT Act (including MAT provisions) with effect from the Appointed Date upon Section I of this Scheme coming into effect on the Effective Date 1, to give effect to the provisions of this Clause 2.1(k) of Section I and other provisions of this Scheme . Upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date, the Transferee Company shall have the right to file and/or revise the income tax returns in accordance with the provisions of section 170A of the IT Act, financial statements, tax deducted at source certificates and other



statutory returns and filings, if required, even if the relevant due dates set out under Applicable Laws may have expired.

1. Upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date, all estates, assets, rights, title, interests and authorities accrued to and, or, acquired by the Transferor Company 1 shall be deemed to have been accrued to and, or, acquired for and on behalf of the Transferee Company, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company and shall stand transferred to or vested in or be deemed to have been transferred to or vested in the Transferee Company to that extent and shall become the estates, assets, right, title, interests and authorities of the Transferee Company.
- 2.2. Upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date and the consequent amalgamation of the Transferor Company 1 into and with the Transferee Company, the secured creditors of the Transferee Company, if any, shall only continue to be entitled to security over such properties and assets forming part of the Transferee Company, as they had existing immediately prior to the amalgamation of the Transferor Company 1 into and with the Transferee Company and the secured creditors of the Transferor Company 1, if any, shall continue to be entitled to security only over such properties, assets, rights, benefits and interest of and in the Transferor Company 1 (and without such security covering or extending to the other properties, assets, rights, benefits and interest of and in the Transferee Company), as they had existing immediately prior to the amalgamation of the Transferor Company 1 into and with the Transferee Company.
- 2.3. The Transferee Company and the Transferor Company 1 shall, respectively, take such actions as may be necessary and permissible in order to give formal effect to the provisions of Clause 2 of Section I of this Scheme, including, without limitation, making appropriate filings with any Person (including the relevant Governmental Authorities), and such Person (including the relevant Governmental Authorities) shall take the same on record, and shall make and duly record the necessary substitution/ endorsement in the name of the Transferee Company upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date in accordance with the terms hereof.
- 2.4. The Transferee Company shall, at any time after Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date, if so required under Applicable Laws, do all such acts or things as may be necessary to transfer/ obtain the approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses and certificates which were held or enjoyed by the Transferor Company 1, including in connection with the transfer of properties of the Transferor Company 1 to the Transferee Company. For the avoidance of doubt, it is clarified that if the consent of either a third party or Governmental Authority is required to give effect to the provisions of this Clause, the said third party or Governmental Authority shall, subject to the provisions of Applicable Laws, provide such consent and shall make and duly record the necessary substitution/ endorsement in the name of the Transferee Company pursuant to the sanction of this Scheme by the Tribunal and upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date. The Transferee Company shall file appropriate applications/ documents and make appropriate filings with the relevant authorities concerned for information and record purposes and the Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company 1 and to carry out or perform all such acts, formalities or compliances referred to above on behalf of the Transferor Company 1, *inter alia*, in its capacity as the successor entity of the Transferor



Company 1.

PART C

3. CONSIDERATION

- 3.1. Upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date and in consideration of the amalgamation of the Transferor Company 1 with the Transferee Company, the Transferee Company shall, without any further act, instrument or deed, issue and allot to each equity shareholder of the Transferor Company 1 (other than the Transferee Company in respect of its shareholding in Transferor Company 1) as on the Record Date, 3 (three) fully paid-up Equity Share(s) of INR 1 (Indian Rupees One) each of the Transferee Company for every 2 (two) fully paid-up Equity Share(s) of INR 10 (Indian Rupees Ten) each of the Transferor Company 1.
- 3.2. The entitlement ratio stated in Clause 3.1 of Section I of this Scheme has been taken on record and approved by the Boards of each of the (a) Transferor Company 1 after taking into consideration the valuation report dated 27 May 2022 provided by PwC Business Consulting Services LLP, a Registered Valuer, and (b) the Transferee Company after taking into consideration the valuation report dated 27 May 2022 provided by KPMG Valuation Services LLP, a Registered Valuer.
- 3.3. The Equity Shares in the Transferee Company to be issued to the equity shareholders of the Transferor Company 1 pursuant to this Clause shall rank *pari passu* in all respects with the existing Equity Shares of the Transferee Company, including with respect to dividend, bonus, voting rights and other corporate benefits attached to the Equity Shares of the Transferee Company.
- 3.4. If any equity shareholder of the Transferor Company 1 becomes entitled to a fractional Equity Share to be issued by the Transferee Company pursuant to Clause 3.1 of Section I of this Scheme, the Transferee Company shall not issue such fractional Equity Share to such equity shareholders of the Transferor Company 1, but shall consolidate all such fractional entitlements of all equity shareholders of the Transferor Company 1 and the Board of the Transferee Company shall, without any further act, instrument or deed, issue and allot such Equity Shares that represent the consolidated fractional entitlements to a trustee nominated by the Board of the Transferee Company (“Trustee 1”) and the Trustee 1 shall hold such Equity Shares, with all additions or accretions thereto, in trust for the benefit of the equity shareholders of the Transferor Company 1 who are entitled to the fractional entitlements (and their respective heirs, executors, administrators or successors) for the specific purpose of selling such Equity Shares in the market within a period of 90 (ninety) days from the date of allotment of shares, and on such sale, distribute to the equity shareholders in proportion to their respective fractional entitlements, the net sale proceeds of such Equity Shares (after deduction of applicable taxes and costs incurred and subject to withholding tax, if any). It is clarified that any such distribution shall take place only after the sale of all the Equity Shares of the Transferee Company that were issued and allotted to the Trustee 1 pursuant to this Clause 3.4.
- 3.5. The Equity Shares issued by the Transferee Company in terms of Clause 3 of Section I of this Scheme shall be issued in dematerialized form and the register of members maintained by the Transferee Company and/ or, other relevant records, whether in physical or electronic form, maintained by the Transferee Company, the relevant depository and/or registrar and transfer agent in terms of Applicable Laws shall (as deemed necessary by the Board of the Transferee Company)



be updated to reflect the issue of such Equity Shares by the Transferee Company in terms of this Scheme.

- 3.6. Upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date and upon the Equity Shares of the Transferee Company being issued and allotted by it to the equity shareholders of Transferor Company 1 in terms of Clause 3 of Section I of this Scheme, the Equity Shares of the Transferor Company 1, shall be deemed to have been automatically cancelled, and any liability in respect of the same shall stand extinguished. Further, upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date, the redeemable preference shares and non-convertible debentures of the Transferor Company 1, shall be deemed to have been automatically cancelled, and any liability in respect of the same shall stand extinguished. For the avoidance of doubt, all the Equity Shares, non-convertible debentures and the redeemable preference shares of the Transferor Company 1 that are held by the Transferee Company shall automatically stand cancelled upon Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date, and the Transferee Company will not pay any consideration or issue any security in respect thereof.
- 3.7. The Equity Shares allotted and issued in terms of Clause 3.1 of Section I of this Scheme, shall be listed and/or admitted to trading on the Stock Exchanges, where the Equity Shares of the Transferee Company are listed and/or admitted to trading, subject to the Transferee Company obtaining the requisite permissions pertaining to their listing. The Equity Shares allotted and issued in terms of Clause 3.1 of Section I of this Scheme, shall remain frozen in the depository system till listing/ trading permission is given by the Stock Exchange with respect to such Equity Shares.
- 3.8. On the approval of this Scheme by the Board and members of each of the Parties pursuant to Sections 230-232 of the Act and other relevant provisions of the Act, if applicable, it shall be deemed that the Board and members of each of the Parties have also accorded their consent under Sections 13, 42, 61, 62(1)(c) and 64 of the Act and/ or any other applicable provisions of the Act and the relevant provisions of the Articles, as may be applicable, for the aforesaid issuance of Equity Shares of the Transferee Company to the equity shareholders of the Transferor Company 1 and amendment of the memorandum of association of the Transferee Company, and no further resolution or actions, including compliance with any procedural requirements, shall be required to be undertaken by the Transferee Company under Sections 13, 42, 61, 62(1)(c) or 64 of the Act and/ or any other applicable provisions of the Act. Upon Section I of this Scheme coming into effect, the Transferee Company shall, if required, file all necessary documents/ intimations as per the provisions of Act with RoC Mumbai or any other applicable Governmental Authority to record the amalgamation of Transferor Company 1 with and into the Transferee Company, issuance of Equity Shares of the Transferee Company to the equity shareholders of the Transferor Company 1 and dissolution of the Transferor Company 1, in the manner set out in Section I of this Scheme.

PART D

4. DISSOLUTION OF THE TRANSFEROR COMPANY 1

Upon Section I of this Scheme coming into effect, the Transferor Company 1 shall, without any further act, instrument or deed undertaken by the Transferor Company 1 or the Transferee Company, stand dissolved without winding up pursuant to the order of the Tribunal sanctioning this Scheme.



SECTION II

AMALGAMATION OF THE TRANSFEROR COMPANY 2 WITH AND INTO THE TRANSFEEE COMPANY

PART A

WHEREAS:

- A. Section II of this Scheme provides for the amalgamation of the Transferor Company 2 with and into the Transferee Company and the dissolution without winding up of the Transferor Company 2, pursuant to and under Sections 230 to 232 and other applicable provisions of the Act, the SEBI Circulars and the Listing Regulations.
- B. The amalgamation of the Transferor Company 2 with and into the Transferee Company, pursuant to and in accordance with this Scheme, shall be in accordance with Section 2(1B) of the IT Act.

1. SHARE CAPITAL

- 1.1. The share capital of the Transferor Company 2, as on 27 May 2022 is as under:

Particulars	Amount (in INR)	Amount (in INR)
Authorised Share Capital		15,50,00,00,000
1,00,00,00,000 equity shares of INR 10/- each	10,00,00,00,000	
55,00,00,00,000 preference shares of INR 10/- each	5,50,00,00,000	
Issued subscribed and paid up Share Capital		9,95,52,75,340
46,95,47,534 Equity Shares of INR 10/- each	4,69,54,75,340	
5,259,80,000 compulsory convertible preference shares of INR 10/- each	5,25,98,00,000	

- 1.2. The Equity Shares of the Transferor Company 2 are listed on the Stock Exchanges.
- 1.3. Details on the share capital of the Transferee Company are as set out at Clauses 1.3 and 1.4 of Section I above.

PART B

2. AMALGAMATION OF THE TRANSFEROR COMPANY 2 WITH AND INTO THE TRANSFEEE COMPANY

- 2.1. Upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, the Transferor Company 2, together with all its present and future properties, assets, investments, borrowings, approvals, intellectual property rights, insurance covers or claims, records, licenses, rights, benefits, interests, employees, contracts, obligations,



proceedings and liabilities, shall amalgamate with the Transferee Company, as a going concern, and all present and future properties, assets, investments, borrowings, approvals, intellectual property rights, insurance covers or claims, records, licenses, rights, benefits, interests, employees, contracts, obligations, proceedings and liabilities of the Transferor Company 2, shall stand transferred to and vested in and shall become the property of and an integral part of the Transferee Company, subject to the existing charges and encumbrances, if any (to the extent such charges or encumbrances are outstanding on the Effective Date 2), by operation of law pursuant to the vesting order of the Tribunal sanctioning this Scheme, without any further act, instrument or deed undertaken by either of the Transferor Company 2 or the Transferee Company. Without prejudice to the generality of the above, upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, in particular, the Transferor Company 2 shall stand amalgamated with and into the Transferee Company, in the manner described in sub-paragraphs (a) – (l) below:

- a. Upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, all immovable property (including land, buildings and any other immovable property) of the Transferor Company 2, if any, whether freehold or leasehold, and any documents of title, rights and easements in relation thereto, shall stand vested in or be deemed to be vested in the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning this Scheme, without any further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company. Upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, the Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay all taxes, rent and charges, and fulfill all obligations, in relation to or applicable to such immovable properties, if any, and the relevant landlords, owners and lessors shall continue to comply with the terms, conditions and covenants under all relevant lease / license or rent agreements and shall, in accordance with the terms of such agreements, refund the security deposits and advance / prepaid lease / license fee, if any, to the Transferee Company. Upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, the title to the immovable properties of the Transferor Company 2, if any, shall be deemed to have been mutated and recognised as that of the Transferee Company and the mere filing of the vesting order of the Tribunal sanctioning this Scheme with the appropriate registrar and sub-registrar of assurances shall suffice as record of the Transferee Company's title to such immovable properties pursuant to Section II of this Scheme coming into effect and shall constitute a deemed mutation and substitution thereof. The Transferee Company shall in pursuance of the vesting order of the Tribunal be entitled to the delivery and possession of all documents of title in respect of such immovable property, if any, in this regard. Upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, the transfer of the immovable property shall be considered to be in compliance with Applicable Law.
- b. Upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, all assets of the Transferor Company 2 as are movable in nature or are otherwise capable of being transferred by physical or constructive delivery and / or, by endorsement and delivery, or by vesting and recordal, including without limitation equipment, furniture, fixtures, books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers,



customer credit information, customer pricing information, and other records, whether in physical form or electronic form or in any other form, shall stand vested in the Transferee Company, and shall become the property and an integral part of the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning this Scheme, without any further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical or constructive delivery or by endorsement and delivery, or by vesting and recordal, as appropriate to the property being vested and the title to such property shall be deemed to have been transferred accordingly to the Transferee Company.

- c. Upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, any and all other movable property (except those specified elsewhere in this Clause) including without limitation investments in shares and any other securities, all sundry debts and receivables, outstanding loans and advances, if any, relating to the Transferor Company 2, recoverable in cash or in kind or for value to be received, actionable claims, bank balances and deposits, if any with Governmental Authorities, semi-Governmental Authorities, local and other authorities and bodies, customers and other persons, cheques on hand, shall, by operation of law pursuant to the vesting order of the Tribunal sanctioning this Scheme, without any further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company, become the property of the Transferee Company. Without prejudice to the foregoing, the Transferee Company shall be entitled to deposit at any time after the Effective Date 2, cheques received in the name of the Transferor Company 2, to enable the Transferee Company to receive the amounts thereunder.
- d. Upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, all debts, borrowings, liabilities, contingent liabilities, duties and obligations, secured or unsecured, relating to the Transferor Company 2, whether provided for or not in the books of accounts of the Transferor Company 2 or disclosed in the balance sheet of such Transferor Company 2 or not, shall stand transferred to and vested in the Transferee Company, and the same shall be assumed to the extent they are outstanding on the Effective Date 2 and become and be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of, and shall be discharged by, the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning this Scheme, without any further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company. It is hereby clarified that upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, there shall be no accrual of interest or other charges in respect of *inter-se* loans, advances, investments, securities, receivables, payables, and other dues and all such loans and advances, investments, securities, receivables, payables, and other dues /balances outstanding between Transferor Company 2 and the Transferee Company, if any, will stand cancelled and there shall be no further obligations/ outstandings (including with respect to accrual of interest) of the Transferor Company 2 and the Transferee Company in this regard.
- e. Upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, all incorporeal or Intangible Assets of the Transferor Company 2 or granted to the Transferor Company 2 shall stand vested in and transferred to the Transferee Company and shall become the property and an integral part of the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal



sanctioning this Scheme, without any further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company.

- f. Upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, all letters of intent, contracts, deeds, bonds, agreements, insurance policies, capital investment, subsidies, guarantees and indemnities, schemes, arrangements and other instruments of whatsoever nature in relation to the Transferor Company 2 to which it is a party or to the benefit of which it may be entitled or eligible, shall be in full force and effect against or in favour of the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning this Scheme, without any further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company, and may be enforced as fully and effectually as if, instead of the Transferor Company 2, the Transferee Company had been a party or beneficiary or obligee thereto. It is hereby clarified that upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, all inter-se contracts, deeds, bonds, agreements, guarantees and indemnities, arrangements and other instruments between the Transferor Company 2 and the Transferee Company, if any, will stand cancelled and there shall be no further inter-se rights and obligation of the Transferor Company 2 and the Transferee Company in this regard. Without prejudice to the generality of the foregoing, bank guarantees, performance guarantees, letters of credit, agreements with any Governmental Authority, hire purchase agreements, lending agreements and such other agreements, deeds, documents and arrangements pertaining to the business of Transferor Company 2 or to the benefit of which the Transferor Company 2 may be eligible and which are subsisting or have effect immediately before the Effective Date 2, including without limitation all rights and benefits (including without limitation benefits of any deposit, advances, receivables or claims) arising or accruing therefrom, shall, upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, by operation of law pursuant to the vesting order of the Tribunal sanctioning this Scheme, be deemed to be bank guarantees, performance guarantees, letters of credit, agreements, deeds, documents, and arrangements, as the case may be, of the Transferee Company, without any further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company and shall be appropriately transferred or assigned by the concerned parties/ Governmental Authority in favour of the Transferee Company.
- g. Upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, any and all statutory licenses or other licenses (including the licenses granted to the Transferor Company 2 by any Governmental Authority for the purpose of carrying on its business or in connection therewith), no-objection certificates, permissions, registrations, approvals, consents, permits, quotas, easements, goodwill, entitlements, allotments, concessions, exemptions, advantages, or rights required to carry on the operations of the Transferor Company 2 or granted to the Transferor Company 2 shall stand vested in or transferred to the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning this Scheme, without any further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company, and shall be appropriately transferred or assigned by the concerned parties or Governmental Authorities in favour of the Transferee Company upon amalgamation of the Transferor Company 2 with and into the Transferee Company pursuant to this Scheme. The benefit of all statutory and regulatory permissions, approvals and consents including without limitation statutory



licenses, permissions, approvals or consents required to carry on the operations of the Transferor Company 2 shall vest in and become available to the Transferee Company upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, by operation of law pursuant to the vesting order of the Tribunal sanctioning this Scheme, without any further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company. Upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, the transfer of all statutory and regulatory permissions, approvals and consents of the Transferor Company 2 shall be considered to be in compliance with Applicable Law.

h. Upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, the Transferee Company shall bear the burden and the benefits of any legal or other proceedings (including tax proceedings) initiated by or against the Transferor Company 2. Upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, if any notice, dispute, suit, appeal, complaint, claim or other proceeding of whatsoever nature by or against the Transferor Company 2, including (but not limited to) those before any Governmental Authority, be pending, the same shall not abate, be discontinued or in any way be prejudicially affected by reason of the amalgamation of Transferor Company 2 with and into the Transferee Company, or of anything contained in this Scheme but the proceedings shall 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 2, by operation of law pursuant to the vesting order of the Tribunal sanctioning this Scheme, without any further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company.

i. Upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, all persons who were employed in the Transferor Company 2 immediately before such date shall become employees of the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning this Scheme, without any further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company, on terms and conditions which are overall no less favourable than those that were applicable to such employees immediately prior to such amalgamation, with the benefit of continuity of service and without any break or interruption in service. It is clarified that such employees of the Transferor Company 2 who become employees of the Transferee Company by virtue of this Scheme, shall be governed by the terms of employment of the Transferee Company (including in connection with provident fund, gratuity fund, superannuation fund or any other special fund or obligation), provided that such terms of employment of the Transferee Company are overall no less favourable than those that were applicable to such employees immediately before such amalgamation. In addition, with regard to provident fund, gratuity fund, superannuation fund or any other special fund or obligation created or existing for the benefit of the employees of the Transferor Company 2 who become employees of the Transferee Company by virtue of this Scheme upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, (x) all contributions made to such funds by the Transferor Company 2 on behalf of such employees shall be deemed to have been made on behalf of the Transferee Company, and shall be transferred to the Transferee Company, the relevant authorities or the funds (if any) established by the Transferee



Company, as the case may be, and (y) all contributions made by such employees, including interests/ investments (which are referable and allocable to the employees transferred), shall be transferred to the Transferee Company, the relevant authorities or the funds (if any) established by the Transferee Company, as the case may be. Where applicable and required, in connection with provident fund, gratuity fund, superannuation fund or any other special fund or obligation created or existing for the benefit of the employees of the Transferor Company 2 who become employees of the Transferee Company by virtue of this Scheme, the Transferee Company shall stand substituted for the Transferor Company 2, by operation of law pursuant to the vesting order of the Tribunal sanctioning this Scheme, without any further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company, for all purposes whatsoever relating to the obligations to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents. It is the aim and intent of this Scheme that all the rights, duties, powers and obligations of the Transferor Company 2 in relation to such schemes or funds shall become those of the Transferee Company. In addition, upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, any prosecution or disciplinary action initiated, pending or contemplated against and any penalty imposed in this regard on any employee forming part of the Transferor Company 2 shall be continued/ continue to operate against the relevant employee and the Transferee Company shall be entitled to take any relevant action or sanction, without any further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company.

- j. Upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, the Transferee Company shall, for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits to the employees of Transferor Company 2, take into account the past services of such employees with the Transferor Company 2.
- k. Upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, all direct and indirect taxes of any nature, duties and cess or any other like payment, including (but not limited to) income tax, advance tax, self-assessment tax, regular assessment tax, BBT, DDT, equalization levy, foreign tax credit, TCS, TDS, STT, MAT, VAT, central sales tax, excise duty, customs duty, GST, or any other like payments made by the Transferor Company 2 to any statutory authorities, or other collections made by the Transferor Company 2 and relating to the period up to the Effective Date 2, shall be deemed to have been on account of, or on behalf of, or paid by, or made by the Transferee Company, without any further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company in the same manner and to the same extent as would have been enjoyed, availed or utilized by the Transferor Company 2 before the Effective Date 2 whether or not the same is reflected in Form 26AS/ Form AIS of the Transferee Company. In addition, upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, all deductions otherwise admissible to Transferor Company 2 including without limitation deduction admissible on actual payment or on deduction of appropriate taxes or on payment of tax deducted at source (including, but not limited to, claim for sum prescribed under Section 43B, Section 40, Section 35DD and Section 94B of the IT Act, claim for deduction of provisions written back by the Transferor Company 2 previously disallowed in the hands of Transferor Company 2 under the IT Act, claim for debt or part of debt written off by Transferor Company 2



under Section 36(1)(vii) read with Section 36(2) of the IT Act where such debt or part of debt were offered to tax by the Transferor Company 2, and claim for any deferred payments) shall be eligible for deduction to the Transferee Company in the same manner and to the same extent as would have been enjoyed, availed or utilized by the Transferor Company 2 before the Effective Date 2. Upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, all taxes payable by or refundable to or being the entitlement of the Transferor Company 2, including without limitation all or any refunds, credits or claims shall be treated as the tax liability or refunds, credits or claims, as the case may be, of the Transferee Company, and any tax incentives, advantages, privileges, exemptions, credits, entitlements, holidays, remissions, reductions (in respect of, including, but not limited to, income tax, advance tax, self-assessment tax, regular assessment tax, BBT, DDT, equalization levy, foreign tax credit, TCS, TDS, STT, MAT, brought forward book losses and book unabsorbed depreciation to the extent such amounts are not set-off against book profits computed under Section 115JB of the IT Act, benefit under clause (iih) / (iii) of Explanation 1 to section 115JB of the IT Act, sales tax, service tax, custom duty, excise duty, VAT, turnover tax, benefits of any unutilized MODVAT/ CENVAT/ service tax, GST, unutilized input tax credit of CGST, IGST, SGST, GST Compensation Cess, all tax holiday (including benefits under Chapter VI-A of the IT Act) and duty entitlement credit certificates), as would have been available to the Transferor Company 2, shall be available to the Transferee Company, subject to the provisions of Applicable Laws, and the Transferee Company shall be entitled to claim all such tax payments, incentives, advantages, privileges, exemptions, credits, entitlements, holidays, remissions, reductions, etc., in the same manner and to the same extent as would have been enjoyed, availed or utilized by the Transferor Company 2 before the Effective Date 2, notwithstanding the certificates/ challans or other documents for such taxes/ duties, as the case may be, are in the name of the Transferor Company 2. In addition, (a) the accumulated loss and tax unabsorbed depreciation of the Transferor Company 2 shall become the accumulated loss and tax unabsorbed depreciation of the Transferee Company in accordance with the provisions of Section 72A of the IT Act and shall be carried forward and set off against taxable income of the Transferee Company as per provisions of the IT Act and (b) the other tax losses of the Transferor Company 2 shall be carried forward and set off against taxable income of the Transferee Company in the same manner and to the same extent as would have been enjoyed, availed or utilized by the Transferor Company 2 before the Effective Date 2. The Transferee Company shall undertake all necessary compliances under Applicable Law, including but not limited to accounting for the Scheme for the purposes of the IT Act (including MAT provisions) with effect from the Appointed Date upon Section II of this Scheme coming into effect on the Effective Date 2, to give effect to the provisions of this Clause 2.1(k) of Section II and other provisions of this Scheme. Upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, the Transferee Company shall have the right to file and/or revise the income tax returns in accordance with the provisions of section 170A of the IT Act, financial statements, tax deducted at source certificates and other statutory returns and filings, if required, even if the relevant due dates set out under Applicable Laws may have expired.

1. Upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, all estates, assets, rights, title, interests and authorities accrued to and, or, acquired by the Transferor Company 2 shall be deemed to have been accrued to and, or, acquired for and on behalf of the Transferee Company, without any



further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company and shall stand transferred to or vested in or be deemed to have been transferred to or vested in the Transferee Company to that extent and shall become the estates, assets, right, title, interests and authorities of the Transferee Company.

- 2.2. Upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date and the consequent amalgamation of the Transferor Company 2 into and with the Transferee Company, the secured creditors of the Transferee Company, if any, shall only continue to be entitled to security over such properties and assets forming part of the Transferee Company, as they had existing immediately prior to the amalgamation of the Transferor Company 2 into and with the Transferee Company, and the secured creditors of the Transferor Company 2, if any, shall continue to be entitled to security only over such properties, assets, rights, benefits and interest of and in the Transferor Company 2 (and without such security covering or extending to the other properties, assets, rights, benefits and interest of and in the Transferee Company), as they had existing immediately prior to the amalgamation of the Transferor Company 2 into and with the Transferee Company.
- 2.3. The Transferee Company and the Transferor Company 2 shall, respectively, take such actions as may be necessary and permissible in order to give formal effect to the provisions of Clause 2 of Section II of this Scheme, including, without limitation, making appropriate filings with any Person (including the relevant Governmental Authorities), and such Person (including the relevant Governmental Authorities) shall take the same on record, and shall make and duly record the necessary substitution/ endorsement in the name of the Transferee Company upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date in accordance with the terms hereof.
- 2.4. The Transferee Company shall, at any time after Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, if so required under Applicable Laws, do all such acts or things as may be necessary to transfer/ obtain the approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses and certificates which were held or enjoyed by the Transferor Company 2, including in connection with the transfer of properties of the Transferor Company 2 to the Transferee Company. For the avoidance of doubt, it is clarified that if the consent of either a third party or Governmental Authority is required to give effect to the provisions of this Clause, the said third party or Governmental Authority shall, subject to the provisions of Applicable Laws, provide such consent and shall make and duly record the necessary substitution/ endorsement in the name of the Transferee Company pursuant to the sanction of this Scheme by the Tribunal and upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date. The Transferee Company shall file appropriate applications/ documents and make appropriate filings with the relevant authorities concerned for information and record purposes and the Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company 2 and to carry out or perform all such acts, formalities or compliances referred to above on behalf of the Transferor Company 2, *inter alia*, in its capacity as the successor entity of the Transferor Company 2.

PART C

3. CONSIDERATION

- 3.1. Upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from



the Appointed Date and in consideration of the amalgamation of the Transferor Company 2 with the Transferee Company, the Transferee Company shall, without any further act, instrument or deed, issue and allot to:

- (a) each equity shareholder of the Transferor Company 2 (other than the Transferee Company in respect of its shareholding in Transferor Company 2, including in respect of shares of the Transferor Company 2 transferred and vested to the Transferee Company pursuant to Section I of this Scheme) as on the Record Date, 1 (one) fully paid-up Equity Share(s) of INR 1 (Indian Rupee One) each of the Transferee Company for every 21 (twenty-one) fully paid-up Equity Share(s) of INR 10 (Indian Rupees Ten) each of the Transferor Company 2; and
 - (b) each holder of compulsorily convertible preference shares of the Transferor Company 2 (other than the Transferee Company in respect of its shareholding in Transferor Company 2, including in respect of shares of the Transferor Company 2 transferred and vested to the Transferee Company pursuant to Section I of this Scheme) as on the Record Date, 1 (one) fully paid-up Equity Share(s) of INR 1 (Indian Rupee One) each of the Transferee Company for every 21 (twenty-one) compulsorily convertible preference share(s) of INR 10 (Indian Rupees Ten) each of the Transferor Company 2.
- 3.2. The entitlement ratio stated in Clause 3.1 of Section II of this Scheme has been taken on record and approved by the Boards of each of the (a) Transferor Company 2 after taking into consideration the valuation report dated 27 May 2022 provided by PwC Business Consulting Services LLP, a Registered Valuer, and (b) Transferee Company after taking into consideration the valuation report dated 27 May 2022 provided by KPMG Valuation Services LLP, a Registered Valuer.
- 3.3. The Equity Shares in the Transferee Company to be issued to the shareholders of the Transferor Company 2 pursuant to this Clause shall rank *pari passu* in all respects with the existing Equity Shares of the Transferee Company, including with respect to dividend, bonus, voting rights and other corporate benefits attached to the Equity Shares of the Transferee Company.
- 3.4. The Equity Shares of the Transferee Company issued pursuant to this Clause 3 and in lieu of the locked-in shares of the Transferor Company 2, if any, will be subject to lock-in for the remaining lock-in period of such locked-in shares, in accordance with and to the extent required under Applicable Law.
- 3.5. If any shareholder of the Transferor Company 2 becomes entitled to a fractional Equity Share to be issued by the Transferee Company pursuant to Clause 3.1 of Section II of this Scheme, the Transferee Company shall not issue such fractional Equity Share to such shareholder of the Transferor Company 2, but shall consolidate all such fractional entitlements of all shareholders of the Transferor Company 2 and the Board of the Transferee Company shall, without any further act, instrument or deed, issue and allot such Equity Shares that represent the consolidated fractional entitlements to the Trustee 1 and the Trustee 1 shall hold such Equity Shares, with all additions or accretions thereto, in trust for the benefit of the shareholders of the Transferor Company 2 who are entitled to the fractional entitlements (and their respective heirs, executors, administrators or successors) for the specific purpose of selling such Equity Shares in the market within a period of 90 (ninety) days from the date of allotment of shares, and on such sale, distribute to the shareholders in proportion to their respective fractional entitlements, the net sale proceeds of such Equity Shares (after deduction of applicable taxes and costs incurred and subject to withholding tax, if any). It is clarified that any such distribution shall take place only after the sale of all the Equity Shares of the Transferee Company that were issued and allotted to the Trustee 1



pursuant to this Clause 3.5.

- 3.6. The Equity Shares issued by the Transferee Company in terms of Clause 3 of Section II of this Scheme shall be issued in dematerialized form and / or the register of members maintained by the Transferee Company and/ or, other relevant records, whether in physical or electronic form, maintained by the Transferee Company, the relevant depository and/or registrar and transfer agent in terms of Applicable Laws shall (as deemed necessary by the Board of the Transferee Company) be updated to reflect the issue of such Equity Shares by the Transferee Company in terms of this Scheme.
- 3.7. Each shareholder of the Transferor Company 2 who holds Equity Shares in the Transferor Company 2 in physical form shall be required to provide requisite details relating to his/ her/ its accounts with a depository participant, to the Transferee Company prior to the Record Date to enable the Transferee Company to issue Equity Shares to such shareholder in terms of Clause 3 of Section II of the Scheme. However, if no such details have been provided to the Transferee Company by the relevant shareholder(s) holding Equity Shares in the Transferor Company 2 in physical form prior to the Record Date, the Transferee Company shall issue the corresponding Equity Shares in dematerialized form to a trustee nominated by the Board of the Transferee Company (“Trustee 2”) who shall hold these Equity Shares in trust for the benefit of the relevant shareholder(s) of the Transferor Company 2. The Equity Shares of the Transferee Company held by Trustee 2 for the benefit of the relevant shareholder(s) of the Transferor Company 2 shall be transferred to the relevant shareholder(s) once such shareholder(s) provides the details of his / her / its demat account to Trustee 2, along with such other documents as may be required by Trustee 2.
- 3.8. Upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date and upon the Equity Shares of the Transferee Company being issued and allotted by it to the shareholders of Transferor Company 2 in terms of Clause 3 of Section II of this Scheme, the Equity Shares and compulsorily convertible preference shares of the Transferor Company 2 shall be deemed to have been automatically cancelled, and any liability in respect of the same shall stand extinguished. For the avoidance of doubt, all the Equity Shares and compulsorily convertible preference shares of the Transferor Company 2 that are held by the Transferee Company shall automatically stand cancelled upon Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, and the Transferee Company will not pay any consideration or issue any security in respect thereof.
- 3.9. The Equity Shares allotted and issued in terms of Clause 3.1 of Section II of this Scheme, shall be listed and/or admitted to trading on the Stock Exchanges, where the Equity Shares of the Transferee Company are listed and/or admitted to trading, subject to the Transferee Company obtaining the requisite permissions pertaining to their listing. The Equity Shares allotted and issued in terms of Clause 3.1 of Section II of this Scheme, shall remain frozen in the depository system till listing/ trading permission is given by the Stock Exchange with respect to such Equity Shares.
- 3.10. On the approval of this Scheme by the Board and members of each of the Parties pursuant to Sections 230-232 of the Act and other relevant provisions of the Act, if applicable, it shall be deemed that the Board and members of each of the Parties have also accorded their consent under Sections 13, 42, 61, 62(1)(c) and 64 of the Act and/ or any other applicable provisions of the Act and the relevant provisions of the Articles, as may be applicable, for the aforesaid issuance of Equity Shares of the Transferee Company to the shareholders of the Transferor Company 2 and amendment of the memorandum of association of the Transferee Company, and no further



resolution or actions, including compliance with any procedural requirements, shall be required to be undertaken by the Transferee Company under Sections 13, 42, 61, 62(1)(c) or 64 of the Act and/ or any other applicable provisions of the Act. Upon Section II of this Scheme coming into effect, the Transferee Company shall, if required, file all necessary documents/ intimations as per the provisions of Act with RoC Mumbai or any other applicable Governmental Authority to record the amalgamation of Transferor Company 2 with and into the Transferee Company, issuance of Equity Shares of the Transferee Company to the shareholders of the Transferor Company 2 and dissolution of the Transferor Company 2, in the manner set out in Section II of this Scheme.

PART D

4. DISSOLUTION OF THE TRANSFEROR COMPANY 2

Upon Section II of this Scheme coming into effect, the Transferor Company 2 shall, without any further act, instrument or deed undertaken by the Transferor Company 2 or the Transferee Company, stand dissolved without winding up pursuant to the order of the Tribunal sanctioning this Scheme.



SECTION III

GENERAL TERMS AND CONDITIONS APPLICABLE TO THIS SCHEME

1. APPLICATION TO THE TRIBUNAL

Each of the Parties shall, as required under Applicable Law, make applications/ petitions under Sections 230 to 232 and other applicable provisions of the Act to the Tribunal for the sanction of this Scheme and all matters ancillary or incidental thereto.

2. TRANSFER OF THE AUTHORISED SHARE CAPITAL AND AMENDMENT OF MEMORANDUM OF ASSOCIATION OF THE TRANSFEREE COMPANY

- 2.1. As an integral part of this Scheme and upon the amalgamation of the Transferor Company 1 with the Transferee Company in accordance with Section I of this Scheme coming into effect on the Effective Date 1 and with effect from the Appointed Date, the authorised share capital of the Transferor Company 1, comprised of INR 15,00,00,000/- (Indian Rupees fifteen crores only) of equity share capital, divided into 1,50,00,000 (one crore fifty lakhs) equity shares of face value of INR 10 (Indian Rupees Ten only) each and INR 4,00,00,00,000 (Indian Rupees four hundred crores only) of preference share capital divided into 40,00,00,000 (forty crores) preference shares of face value of INR 10 (Indian Rupees Ten only) each, shall stand reclassified as INR 15,00,00,000/- (Indian Rupees fifteen crores only) of equity share capital, divided into 15,00,00,000 (fifteen crores) equity shares of face value of INR 1/- (Indian Rupee One only) each and INR 4,00,00,00,000 (Indian Rupees four hundred crores only) of preference share capital divided into 40,00,00,000 (forty crores) preference shares of face value of INR 10 (Indian Rupees Ten only) each, and shall stand consolidated and vested in and merged with the authorised share capital of the Transferee Company.
- 2.2. As an integral part of this Scheme and upon the amalgamation of the Transferor Company 2 with the Transferee Company in accordance with Section II of this Scheme coming into effect on the Effective Date 2 and with effect from the Appointed Date, the authorised share capital of the Transferor Company 2, comprised of INR 10,00,00,00,000 (Indian Rupees one thousand crores only) of equity share capital, divided into 1,00,00,00,000 (one hundred crores) equity shares of face value of INR 10 (Indian Rupees ten only) each and INR 5,50,00,00,000 (Indian Rupees five hundred and fifty crores only) of preference share capital divided into 55,00,00,000 (fifty five crores) preference shares of face value of INR 10 (Indian Rupees Ten only) each, shall stand reclassified as INR 10,00,00,00,000 (Indian Rupees one thousand crores only) of equity share capital, divided into 10,00,00,00,000 (one thousand crores) equity shares of face value of INR 1 (Indian Rupee one only) each and INR 5,50,00,00,000 (Indian Rupees five hundred and fifty crores only) of preference share capital divided into 55,00,00,000 (fifty five crores) preference shares of face value of INR 10 (Indian Rupees Ten only) each, and shall stand consolidated and vested in and merged with the authorised share capital of the Transferee Company.
- 2.3. As a consequence, the authorised share capital of the Transferee Company as set out in Clause 1.3 and 1.4 of Section I of this Scheme shall stand enhanced to INR 1,09,80,00,00,000 (Indian Rupees ten thousand nine hundred and eighty crores only) divided into 70,30,00,00,000 (seven thousand and thirty crores only) equity shares of face value of INR 1 (Indian Rupee one only) each and 3,95,00,00,000 (three hundred and ninety five crores) preference shares of face value of INR 10 (Indian Rupees Ten only) each, without any further act, instrument or deed



undertaken by the Transferee Company and the liability of the Transferee Company for payment of any additional fees or stamp duty in respect of such increase shall be limited to the difference between the fee or stamp duty payable by the Transferee Company on its increased authorized share capital after this entire Scheme comes into effect, and the fee or stamp duty paid by the Transferor Company 1 and the Transferor Company 2, if any, on its authorised share capital, from time to time.

2.4. Subsequent to the reclassification and enhancement of the authorised share capital of the Transferee Company as contemplated herein, the authorised share capital clause of the Memorandum of Association (Clause V) of the Transferee Company shall stand modified and read as follows:

V. *“The Authorised Share Capital of the Company is Rs. 1,09,80,00,00,000 (Rupees ten thousand nine hundred and eighty crores only) consisting of 70,30,00,00,000 (Seven thousand and thirty crores only) equity shares of face value of Re.1/- (Rupee one only) each and 3,95,00,00,000 (Three Hundred and ninety five crores) preference shares of Rs. 10/- (Rupees Ten only) each, with power to increase or reduce its Share Capital from time to time and to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges, conditions or restrictions as may be determined by or in accordance with the Companies Act and the Articles of Association of the Company and to vary, modify, amalgamate or abrogate any such rights, privileges, conditions or restrictions in such manner as may be for the time being provided by the Articles of Association of the Company.*

2.5. Subsequent to the reclassification and enhancement of the authorised share capital of the Transferee Company as contemplated herein, the authorised share capital clause of the Articles of Association (Clause 3) of the Transferee Company shall stand modified and read as follows:

3. *“The Authorised Share Capital of the Company is Rs. 1,09,80,00,00,000 (Rupees ten thousand nine hundred and eighty crores only) consisting of 70,30,00,00,000 (Seven thousand and thirty crores only) equity shares of face value of Re.1/- (Rupee one only) each and 3,95,00,00,000 (Three Hundred and ninety five crores) preference shares of Rs. 10/- (Rupees Ten only) each, with power to increase or reduce its Share Capital from time to time and to divide the Shares in the Share Capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges, conditions or restrictions in accordance with the Act and the Articles of Association of the Company and to vary, modify, amalgamate or abrogate any such rights, privileges or conditions in such manner as may be for the time being provided by the Articles of Association of the Company and to acquire, purchase, hold, resell any of its own fully/partly paid equity Shares and/or preference Shares, whether redeemable or not and to make any payment out of Share Capital or out of the funds at its disposal, for and in. respect of such purchase, subject to the provisions of the Act in force from time to time.*

2.6. For the avoidance of doubt, it is clarified that, in case, the authorised share capital of the Transferor Company 1, the Transferor Company 2 and/ or the Transferee Company, as the case may be, undergoes any change, prior to this Scheme (or Section thereof) coming into effect on the Effective Date and with effect from the Appointed Date, then this Clause 2 of Section III of this Scheme shall automatically stand modified/ adjusted accordingly to take into account the effect of such change.

2.7. On the approval of this Scheme by the Board and the members of each of the Parties pursuant



to Sections 230-232 of the Act and other relevant provisions of the Act, the SEBI Circulars and the Listing Regulations, if applicable, it shall be deemed that the Board and the members of each of the Parties have also accorded their consent under Sections 13, 61 and 64 of the Act and/ or any other applicable provisions of the Act, the relevant provisions of the Listing Regulations and the Articles, as may be applicable, for effecting the aforesaid reclassification, amendment and increase in the authorised share capital of the Transferee Company, and no further resolution or actions, including compliance with any procedural requirements, shall be required to be undertaken by the Transferor Company 1, the Transferor Company 2 and/or the Transferee Company under Sections 13, 61 or 64 of the Act and/ or any other applicable provisions of the Act, the relevant provisions of the Listing Regulations and/or the Articles. Upon this Scheme (or relevant Section thereof) coming into effect, the Transferee Company shall, if required, file all necessary documents/ intimations as per the provisions of Act with RoC Mumbai or any other applicable Governmental Authority in respect of the aforesaid reclassification, amendment and increase in the authorised share capital of the Transferee Company, in the manner contemplated under this Clause 2 of Section III of this Scheme.

3. CONDITIONALITY AND EFFECTIVENESS OF THIS SCHEME

3.1. The amalgamation of the Transferor Company 1 and Transferor Company 2 with the Transferee Company in accordance with this Scheme shall become effective pursuant to the following conditions being fulfilled:

(a) Approval of the members:

- (i) the requisite majorities in number and value of such classes of members of each of the Parties as may be directed by the Tribunal or any other competent authority, as may be applicable, approving this Scheme; and
- (ii) this Scheme being approved by the public shareholders of each of the Transferor Company 2 and the Transferee Company through e-voting in terms of paragraph 10(a) of Part I of the SEBI Circulars and the votes cast by the public shareholders of the Transferor Company 2 and the Transferee Company in favour of this Scheme being more than the number of votes cast by public shareholders of the Transferor Company 2 and the Transferee Company (respectively) against this Scheme;

in each case, in compliance with the provisions of the Act, the SEBI Circulars and / or the Listing Regulations.

- (b) The requisite majorities in number and value of such classes of secured and/or unsecured creditors of each of the Parties, as applicable, as may be directed by the Tribunal or any other competent authority, as may be applicable, approving this Scheme.
- (c) The Parties having procured the Approval of the Competition Commission of India, in accordance with the provisions of Applicable Laws, to consummate this Scheme, in a form and substance satisfactory to each Party.
- (d) This Scheme being sanctioned by the Tribunal under Sections 230 to 232 and any other applicable provisions of the Act.
- (e) The order of the Tribunal approving this Scheme being filed with RoC Mumbai by the Transferor Company 1 and the Transferee Company, within the statutory timelines, in



relation to Section I of this Scheme.

- 3.2. The effectiveness of the amalgamation of the Transferor Company 2 with the Transferee Company in accordance with Section II of this Scheme shall additionally be subject to the order of the Tribunal approving this Scheme being filed with RoC Mumbai by the Transferor Company 2 and the Transferee Company, within the statutory timelines, in relation to Section II of this Scheme.
- 3.3. In case this Scheme (or relevant Section thereof) does not become effective in terms of Clauses 3.1 and 3.2 above (as applicable), within a period of 30 (thirty) days of receipt of the order of the Tribunal approving this Scheme, each of the Parties shall file an intimation with RoC Mumbai within 30 (thirty) days of the (relevant) Effective Date.
- 3.4. The amalgamation of the Transferor Company 1 with the Transferee Company pursuant to this Scheme shall come into effect on the Effective Date 1 and with effect from the Appointed Date and will become operative from the Effective Date 1.
- 3.5. The amalgamation of the Transferor Company 2 with the Transferee Company pursuant to this Scheme shall come into effect on the Effective Date 2 and with effect from the Appointed Date and will become operative from the Effective Date 2.

4. SEQUENCING OF ACTIONS

- 4.1. Upon the sanction of this Scheme and upon the amalgamation of the Transferor Company 1 with the Transferee Company in accordance with Section I of this Scheme, coming into effect on the Effective Date 1 with effect from the Appointed Date, the following shall be deemed to have occurred/ shall occur and become effective and operative, only in the sequence and in the order mentioned hereunder:
 - (a) amalgamation of the Transferor Company 1 into and with the Transferee Company in accordance with Section I of this Scheme;
 - (b) transfer of the authorised share capital of the Transferor Company 1 to the Transferee Company in accordance with Clause 2 of Section III of this Scheme, and consequential increase in the authorised share capital of the Transferee Company;
 - (c) issue and allotment of Equity Shares of the Transferee Company by the Transferee Company to the equity shareholders of the Transferor Company 1 (as of the Record Date, other than the Transferee Company) in accordance with Clause 3 of Section I of this Scheme; and
 - (d) dissolution of the Transferor Company 1 without winding-up in accordance with Clause 4 of Section I of this Scheme.
- 4.2. Upon the sanction of this Scheme and upon the amalgamation of the Transferor Company 2 with the Transferee Company in accordance with Section II of this Scheme, coming into effect on the Effective Date 2 with effect from the Appointed Date, the following shall be deemed to have occurred/ shall occur and become effective and operative, only in the sequence and in the order mentioned hereunder:
 - (a) amalgamation of the Transferor Company 2 into and with the Transferee Company in accordance with Section II of this Scheme;



- (b) transfer of the authorised share capital of the Transferor Company 2 to the Transferee Company in accordance with Clause 2 of Section III of this Scheme, and consequential increase in the authorised share capital of the Transferee Company;
- (c) issue and allotment of Equity Shares of the Transferee Company by the Transferee Company to the shareholders of the Transferor Company 2 (as of the Record Date, other than the Transferee Company) in accordance with Clause 3 of Section II of this Scheme; and
- (d) dissolution of the Transferor Company 2 without winding-up in accordance with Clause 4 of Section II of this Scheme.

5. CONDUCT OF BUSINESS UP TO THE EFFECTIVE DATE

5.1. From the Appointed Date and up to and including the Effective Date 1:

- (a) the Transferor Company 1 shall carry on and shall be deemed to have carried on all its business activities and shall hold and stand possessed and shall be deemed to have held and stood possessed of its business, including all its assets (including any value enhancement thereon), rights, title, interests, authorities, contracts, investments, profits, gains, loss and decisions, for and on account of and in trust for, the Transferee Company;
- (b) any of the rights, powers, authorities and privileges exercised by the Transferor Company 1 shall be deemed to have been exercised by the Transferor Company 1 for and on behalf of, and in trust for and as an agent of the Transferee Company. Similarly, any of the obligations, liabilities, duties and commitments attached, related or pertaining to the Transferor Company 1 shall be undertaken and shall be deemed to have been undertaken for and on behalf of and as an agent for the Transferee Company; and
- (c) in the event, the Transferor Company 1 and / or the Transferee Company restructure their share capital by way of share split / consolidation / issue of bonus shares during the pendency of Section I of this Scheme, the share exchange ratio stated in Clause 3.1 of Section I shall be adjusted accordingly, to consider the effect of any such corporate actions undertaken by the Transferor Company 1 and / or the Transferee Company.

5.2. From the Appointed Date and up to and including the Effective Date 2:

- (a) the Transferor Company 2 shall carry on and shall be deemed to have carried on all its business activities and shall hold and stand possessed and shall be deemed to have held and stood possessed of its business, including all its assets (including any value enhancement thereon), rights, title, interests, authorities, contracts, investments, profits, gains, loss and decisions, for and on account of and in trust for, the Transferee Company;
- (b) any of the rights, powers, authorities and privileges exercised by the Transferor Company 2 shall be deemed to have been exercised by the Transferor Company 2 for and on behalf of, and in trust for and as an agent of the Transferee Company. Similarly, any of the obligations, liabilities, duties and commitments attached, related or pertaining to the



Transferor Company 2 shall be undertaken and shall be deemed to have been undertaken for and on behalf of and as an agent for the Transferee Company; and

(c) in the event, the Transferor Company 2 and / or the Transferee Company restructure their share capital by way of share split / consolidation / issue of bonus shares during the pendency of Section II of this Scheme, the share exchange ratio stated in Clause 3.1 of Section II shall be adjusted accordingly, to consider the effect of any such corporate actions undertaken by the Transferor Company 2 and / or the Transferee Company.

5.3. Notwithstanding anything contained in this Scheme, the Parties shall be entitled to declare, distribute and pay dividend, whether interim or final, to their respective shareholders prior to this Scheme (or Section thereof) becoming effective.

6. ACCOUNTING TREATMENT

6.1. Upon this entire Scheme coming into effect, the Transferee Company shall account for the amalgamation of the Transferor Company 1 and Transferor Company 2, together, in its books of accounts as per the 'Acquisition Method' in accordance with accounting principles as laid down in the Indian Accounting Standard 103 (Business Combinations), notified under Section 133 of the Act read with Companies (Indian Accounting Standards) Rules, 2015, including but not restricted to recognition of all assets and liabilities (including contingent liabilities representing present obligation) of the Transferor Company 1 and Transferor Company 2 at their respective fair values, accounting for consideration paid/ payable at fair value, cancellation of inter-company balances and shares/ securities held by the Transferee Company in the Transferor Company 1 and Transferor Company 2 and accounting for residual goodwill or capital reserve.

6.2. As the Transferor Company 1 and Transferor Company 2 shall stand dissolved without being wound up upon this Scheme coming into effect, as mentioned in Clause 4 of Section I and Clause 4 of Section II of this Scheme, there shall be no accounting treatment in the books of accounts of the Transferor Company 1 and Transferor Company 2.

7. MODIFICATIONS/ AMENDMENTS TO THIS SCHEME

Each of the Parties will be at liberty to apply to the Tribunal from time to time for necessary directions in matters relating to this Scheme or any terms thereof, in terms of the Act.

Subject to the provisions of the SEBI Circulars, the Parties may, by mutual written consent and acting through their respective Boards, assent to any modifications/ amendments to this Scheme and/ or to any conditions or limitations that the Tribunal or any other Governmental Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them.

8. IBC ORDER

Upon Section II of this Scheme becoming effective, notwithstanding anything to the contrary contained herein, all and any benefits (including but not limited to those arising pursuant to provisions of the Insolvency and Bankruptcy Code, 2016 and the IT Act, *inter-alia*, comprising of benefit under clause (iih) / (iii) of Explanation 1 to Section 115JB in respect of a company against whom any application for corporate insolvency resolution process has been admitted by the National Company Law Tribunal, and tax benefit under Section 79(2) of the IT Act)



shall, without any further act instrument or deed, apply to the Transferee Company in the same manner and to the same extent as would have been enjoyed / availed / utilized by the Transferor Company 2 before the Effective Date 2.

9. REMOVAL OF DIFFICULTIES

The Parties may, by mutual consent and acting through their respective authorised representatives, agree to take all such steps as may be necessary, desirable or proper to resolve all doubts, difficulties or questions, that may arise in relation to the meaning or interpretation of the respective sections of this Scheme or implementation thereof or in any manner whatsoever connected therewith, whether by reason of any directive or order of the Tribunal or any other Governmental Authority or otherwise, howsoever arising out of, under or by virtue of this Scheme in relation to the arrangement contemplated in this Scheme and/ or any matters concerned or connected therewith and to do and execute all acts, deeds, matters and things necessary for giving effect to this Scheme.

10. TAX NEUTRALITY

This Scheme is in compliance with the provisions relating to “Amalgamation” as specified under Section 2(1B) and other relevant provisions of the IT Act. If any terms or provisions of this Scheme is/are inconsistent with the provisions of Section 2(1B) of the IT Act, the provisions of Section 2(1B) of the IT Act shall prevail and this Scheme shall stand modified to the extent necessary to comply with Section 2(1B) of the IT Act and such modification shall not affect other terms or provisions of this Scheme.

11. WITHDRAWAL OF THIS SCHEME

This Scheme may be withdrawn from the Tribunal by the Parties by mutual written consent of the Parties, acting through their respective Boards.

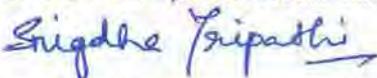
12. COSTS, CHARGES AND EXPENSES

The Transferee Company shall bear all costs, charges, taxes including stamp duty, duties, levies and all other expenses, if any (save as expressly otherwise agreed) arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto and shall be entitled to claim deduction of all such expenses in accordance with the provisions of Section 35DD of the IT Act.

13. REPEAL AND SAVINGS

The provisions of the Act shall not be required to be separately complied with, in relation to acts done by the Transferor Company 1, the Transferor Company 2 and/or the Transferee Company as per direction or order of the Tribunal sanctioning this Scheme.

For Creixerit Special Steels Limited



Company Secretary

For JSW Ispat Special Products Limited
(Formerly known as Monnet Ispat and Energy Limited)



Ajay Kadhao
Company Secretary

For JSW STEEL LIMITED



LANCY VARGHESE
COMPANY SECRETARY