

**SCHEME OF AMALGAMATION AND ARRANGEMENT**

**OF**

**DHANUKA LABORATORIES LIMITED  
(AMALGAMATING COMPANY)**

**WITH**

**ORCHID PHARMA LIMITED  
(AMALGAMATED COMPANY)**

**AND**

**THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

**UNDER SECTIONS 230 TO 232 AND OTHER RELEVANT PROVISIONS OF THE  
COMPANIES ACT, 2013**

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**For ORCHID PHARMA LIMITED**

*[Signature]*

**AUTHORISED SIGNATORY**

## PREAMBLE

### 1. DESCRIPTION OF THE AMALGAMATING COMPANY AND THE AMALGAMATED COMPANY

- 1.1. Dhanuka Laboratories Limited (hereinafter referred to as "DLL" or "Amalgamating Company") is an unlisted public limited company which was incorporated on the 24th February 1993 as a company limited by shares. The Corporate Identification Number of Amalgamating Company is U24100DL1993PLC052285.

The Registered Office of Amalgamating Company is presently situated at 82, Abhinash Mansion, 1st floor, Joshi Road, Karol Bagh, New Delhi. However, the Registered Office has been changed to Linbuzz Business Centre, 2910B, 14th Main Road Anna Nagar West, Chennai, Tamil Nadu-600040 pursuant to order of Regional Director (Northern Region), Ministry of Corporate Affairs, New Delhi dated 23 November 2021. Fresh certificate of incorporation is pending for issuance by Registrar of Companies, Chennai. Permanent account number ('PAN') is AAACD2877R and Email id of its authorized representative is [sunilgupta@ghanuka.com](mailto:sunilgupta@ghanuka.com).

Amalgamating Company is primarily engaged in the business of manufacturing and marketing of diverse bulk actives and formulations of various drugs.

- 1.2. Orchid Pharma Limited (Formerly known as Orchid Chemicals & Pharmaceuticals Limited) (hereinafter referred to as "OPL" or "Amalgamated Company") is a listed public limited company which was incorporated on the 1<sup>st</sup> July 1992 as a company limited by shares. The Corporate Identification Number of Amalgamated Company is L24222TN1992PLC022994. The equity shares of OPL are listed on National Stock Exchange of India Limited (hereinafter called 'NSE') and BSE Limited (hereinafter called 'BSE').

The Registered Office of Amalgamated Company is situated at 313, Orchid Towers, Valluvar Kottam High Road, Nungambakkam, Chennai, Tamil Nadu-600034 and having PAN as AAACO0402B. Email id of its authorized representative is [nikitak@orchidpharma.com](mailto:nikitak@orchidpharma.com).

Amalgamated Company is primarily involved in the development, manufacture and marketing of diverse bulk actives, formulations and nutraceuticals with exports spanning over 40 countries. The Amalgamated Company was incorporated as a public limited company under the name and style of 'Orchid Chemicals and Pharmaceuticals Limited'. Subsequently, in the



year 2015 the name of the Amalgamated Company was changed to its present name 'Orchid Pharma Limited' with effect from October 19, 2015

The Amalgamated Company was acquired by the Amalgamating Company under the provisions of Insolvency and Bankruptcy Code, 2016 ('IBC Code'). The Hon'ble National Company Law Tribunal, Chennai Bench vide its order dated June 25/27, 2019 had approved the resolution plan ("Resolution Plan") of DLL under MA /579 /2019 in CP /540 /IB /2017 in accordance with the provisions of the IBC Code which was subsequently approved by the Hon'ble Supreme Court vide its Order dated February 28, 2020.

The Amalgamating Company currently holds 89.96% of the equity share capital of the Amalgamated Company. The Amalgamating Company also holds 14,300 Optionally Convertible Debentures of INR 1,00,000 each of the Amalgamated Company, which was infused by the Amalgamating Company as part of resolution plan to acquire the Amalgamated Company.

## 2. DESCRIPTION OF THE SCHEME

2.1 This Scheme (as defined hereunder) provides, inter alia, for:

(i) the amalgamation of Amalgamating Company (as defined hereunder) into Amalgamated Company, by way of merger by absorption and dissolution of Amalgamating Company without winding up and cancellation of shares of Amalgamated Company and consequent issuance of Amalgamated Company Shares (as defined hereunder) in accordance with the Share Exchange Ratio (as defined hereunder) to the members, in respect of each share of the Amalgamating Company held by them in accordance with this Scheme ("Amalgamation"); and

(ii) various other matters incidental, consequential or otherwise integrally connected therewith, including increase in the share capital of Amalgamating Company

pursuant to Sections 230 to 232 and other relevant provisions of The Act (as defined hereunder) in the manner provided for in this Scheme and in compliance with the provisions of the IT Act (as defined hereunder).

2.2 Amalgamation of Amalgamating Company into Amalgamated Company shall be in full compliance with the conditions relating to "amalgamation" as provided under Section 2(1B) and other related provisions of the IT Act such that, inter alia:



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- (i) all the properties of Amalgamating Company, immediately before Amalgamation, shall become the properties of Amalgamated Company, by virtue of Amalgamation;
- (ii) all the liabilities of Amalgamating Company, immediately before Amalgamation, shall become the liabilities of Amalgamated Company, by virtue of Amalgamation; and
- (iii) shareholders holding at least three fourths in value of the shares in Amalgamating Company (other than shares already held therein immediately before the amalgamation by, or by a nominee for, Amalgamating Company), will become shareholders of Amalgamated Company by virtue of Amalgamation.

### 3. PURPOSE AND RATIONALE FOR THE SCHEME OF AMALGAMATION AND ARRANGEMENT

This scheme of amalgamation and arrangement ("Scheme" or "the Scheme" or "this Scheme") provides for amalgamation of Amalgamating Company into and with Amalgamated Company in the manner set out in the Scheme, in accordance with sections 230 to 232 and other applicable provisions of The Act (as defined hereunder) and the rules or regulations framed thereunder.

Amalgamating Company is the parent of Amalgamated Company. The Scheme seeks to undertake the amalgamation of Amalgamating Company i.e. parent company with Amalgamated Company i.e. subsidiary company.

The proposed amalgamation of Amalgamating Company with Amalgamated Company is in the interest of shareholders and creditors on account of following reasons:

- (a) The proposed amalgamation is in accordance with resolution plan dated May 16, 2019 which, *inter alia*, provides as under –  
*"The Resolution Applicant plans to merge into the Corporate Debtor after the acquisition, which will result in creation of much larger company which will have a potential to reach a sales turnover of up to Rs. 1400-1500 crores with EBITDA of Rs. 200 to Rs. 250 crores, thereby creating a high value company in the future."*
- (b) Amalgamating Company and Amalgamated Company are engaged in similar business. The amalgamation will ensure focused management in the combined entity thereby resulting in efficiency of management and maximizing value for the shareholders;
- (c) The proposed amalgamation in accordance with the terms of this Scheme would enable both the companies to realize benefits of greater synergies between their businesses,





achieve wider product offerings and geographical footprints, consolidating operations thereby leveraging the capability of Amalgamated Company, yield beneficial results and pool financial resources as well as managerial, technical, distribution and marketing resources (including stronger market presence) of each other in the interest of maximizing value to their shareholders and the stakeholders;

- (d) This enhanced value maximization shall result in a stronger balance sheet which will attract investors;
- (e) Elimination of conflict of interest between both Amalgamating Company and Amalgamated Company as both are undertaking similar business;
- (f) Ensuring a streamlined group structure by reducing the number of legal entities in the group structure, and thereby eliminating inter-company transactions, administrative duplications and consequently reducing the administrative costs of maintaining separate companies;
- (g) The amalgamation would result in improved competitive position of the Amalgamated Company as a combined entity and achieving economies of scale.

The Scheme would, thus, have beneficial results for Amalgamating Company and Amalgamated Company, their shareholders, and all concerned and will not be prejudicial to the interests of any concerned shareholders or general public at large.

Under the Scheme, there is no arrangement proposed to be entered into with the creditors, either secured and/or unsecured of Amalgamating Company and/or Amalgamated Company. No compromise is offered under this Scheme to any of the creditors of Amalgamating Company and/or Amalgamated Company. The liability of the creditors of Amalgamating Company and/or Amalgamated Company, under the Scheme, is neither being reduced nor being extinguished but shall be assumed and discharged by Amalgamated Company in its ordinary course of business.

Accordingly, to achieve the above objectives, the Board of Directors of Amalgamating Company and Amalgamated Company have considered and proposed to make requisite application(s) and/or petition(s) before the NCLT (as defined hereunder) under sections 230 to 232 and other applicable provisions of The Act (as defined hereunder) (as may be in force) for the sanction of this Scheme to amalgamate Amalgamating Company into and with Amalgamated Company.



4. **PARTS OF THE SCHEME OF AMALGAMATION AND ARRANGEMENT**

The Scheme is divided into the following parts:

**Part I**, which deals with the definitions and interpretations of the terms used in the Scheme; the Effective Date of the Scheme; and the Share Capital of Amalgamating Company and Amalgamated Company;

**Part II**, deals with amalgamation of Amalgamating Company with Amalgamated Company in accordance with Section 2(1B) of the Income-tax Act, 1961 and Sections 230 to 232 and other applicable provisions of the Companies Act, 2013, as may be applicable;

**Part III**, which deals with the consideration, changes in share capital and matters relating to accounting;

**Part IV**, which deals with the general terms and conditions that would be applicable to the Scheme.

The Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

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## PART – I

### 5. DEFINITIONS

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

- 5.1 **“Act” or “The Act”** means the Companies Act, 2013, to the extent applicable, including the rules and regulations made thereunder and will include circulars, notifications, guidelines and any statutory modifications, re-enactments and / or amendments thereof for the time being in force;
- 5.2 **“Amalgamating Company”** means DLL;
- 5.3 **“Amalgamating Company Shares”** means fully paid up equity shares of Amalgamating Company, each having a face value of INR 100 (Indian Rupees One Hundred only) and one vote per equity share;
- 5.4 **“Amalgamated Company”** means OPL;
- 5.5 **“Amalgamated Company Shares”** means fully paid up equity shares of Amalgamating Company, each having a face value of INR 10 (Indian Rupees Ten only) and one vote per equity share;
- 5.6 **“Applicable Laws”** mean any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, ruling, bye-law, approval of any governmental authority, directive, guideline, policy, clearance, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any governmental authority having jurisdiction over the matter in question, whether in effect as of the date of this Scheme or at any time thereafter;
- 5.7 **“Appointed Date”** means the Effective Date;
- 5.8 **“Appropriate Authority”** means any applicable central, state or local government, legislative body, regulatory, administrative or statutory authority, agency or commission or department or public or judicial body or authority, including, but not limited, to Securities and Exchange Board of India, Stock Exchanges, Regional Director, Official Liquidator, Registrar of Companies and National Company Law Tribunal;





- 5.9 **"Board of Directors" or "Board"** means the Board of Directors of Amalgamating Company or Amalgamated Company, as the case may be and includes any committee thereof or persons authorised by the Board or committee thereof;
- 5.10 **"BSE"** means BSE Limited;
- 5.11 **"Effective Date"** means the later of the dates on which certified copy of the order of the NCLT sanctioning this Scheme is filed with the Registrar of Companies, Chennai by Amalgamated Company and Amalgamating Company, as required under the provisions of The Act. Any references in the Scheme to "upon the Scheme becoming effective" or "effectiveness of the Scheme" or "Scheme coming into effect" shall mean the "Effective Date";
- 5.12 **"IT Act"** shall mean the Income Tax Act, 1961 or any modifications or re-enactments or amendments thereof from time to time;
- 5.13 **"IND-AS"** means the accounting standards prescribed under the Companies (Indian Accounting Standards) Rules, 2015, as amended
- 5.14 **"Intellectual Property Rights"** means rights of any patent, copyright, trademark or service mark, trade secret, trade dress and packaging material and styles, logos, colour schemes, product registrations owned by or licensed to Amalgamating Company or any other proprietary rights protection legally available under common law or otherwise.
- 5.15 **"NCLT" or "Tribunal"** means the National Company Law Tribunal, Chennai or any other Bench of the NCLT having jurisdiction in relation to both Amalgamating Company and Amalgamated Company;
- 5.16 **"NSE"** means the National Stock Exchange of India Limited;
- 5.17 **"Record date"** shall mean the date fixed by the respective Board of Amalgamating Company and Amalgamated Company for the purpose of determining the shareholders of Amalgamating Company to whom Amalgamated Company Shares shall be allotted under this Scheme;
- 5.18 **"Scheme of Amalgamation and Arrangement" or "Scheme"** means this scheme of amalgamation and arrangement involving the amalgamation of Amalgamating Company with Amalgamated Company as approved, with or without any amendments/modifications;
- 5.19 **"SEBI"** means Securities and Exchange Board of India;



- 5.20 "SEBI Circular" means the circular issued by the SEBI, being Circular Ref. No. CFD/DIL3/CIR/2017/21 dated March 10, 2017, SEBI/HO/CFD/DIL1/CIR/P/2020/215 dated November 3, 2020, SEBI/HO/CFD/DIL1/CIR/P/2020/249 dated December 22, 2020 and any amendments thereof or modifications issued pursuant to Regulations 11, 37 and 94 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI LODR");
- 5.21 "Share Exchange Ratio" shall have the meaning ascribed to it in Clause 16.2;
- 5.22 "Stock Exchanges" means BSE Limited and National Stock Exchange of India Limited.

#### EXPRESSIONS NOT DEFINED IN THIS SCHEME

The expressions which are used in this Scheme and not defined in this Scheme, shall, unless repugnant or contrary to the context or meaning hereof, have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations, bye-laws, as the case may be, or any statutory modification or re-enactment thereof from time to time.

#### 6. DATE OF COMING INTO EFFECT

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the Tribunal or any other appropriate authority shall come into legal operation from the Appointed Date, but the same shall become effective on and from the Effective Date.

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7. DETAILS OF SHARE CAPITAL, DIRECTORS AND PROMOTERS

7.1 Dhanuka Laboratories Limited ('DLL' or 'Amalgamating Company')

7.1.1 The share capital of Amalgamating Company as on September 30, 2021 is as under:

Particulars	(Amount in INR)
<b>Authorised Share Capital</b>	
14,50,000 Equity Shares of INR 100/- each	14,50,00,000
<b>Total</b>	<b>14,50,00,000</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
13,84,660 Equity Shares of INR 100/- each	13,84,66,000
<b>Total</b>	<b>13,84,66,000</b>

Subsequent to September 30, 2021 and till the date of the Scheme being approved by the Board of Directors of Amalgamating Company, there has been no change in the issued, subscribed or paid up capital of Amalgamating Company.

The paid up share capital of Amalgamating Company is held by Promoters and Promoter Group.

7.1.2 List of directors as on date

S. No.	Name	Address	DIN No.	Date of Appointment
1.	Rahul Dhanuka	95A, E-2 Lane, Eastern Avenue, Sainik Farms, New Delhi 110062	00150140	02/03/1999
2.	Mridul Dhanuka	95B, E-2 Lane, Eastern Avenue, Sainik Farms, New Delhi 110062	00199441	06/10/2005
3.	Manish Dhanuka	610A Towers 6 The Magnolias Golf Course Gurgaon 122001	00238798	24/02/1993
4.	Arjun Dhanuka	615-B, DLF Magnolias Golf Course Road, Sector 42 Gurugram 122002	00454689	18/08/2008
5.	Seema Dhanuka	House No 31 B, Cottage No. 4 Rajpur Road Civil Lines Delhi 110054	00455088	21/09/1996
6.	Arun Kumar Dhanuka	615-B, DLF Magnolias Golf Course Road, Sector 42 Gurugram 122002	00627425	24/02/1993



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S. No.	Name	Address	DIN No.	Date of Appointment
7.	Mahendra Kumar Dhanuka	95B, E-2 Lane, Eastern Avenue, Sainik Farms, New Delhi 110062	00628039	02/03/1999
8.	Kunj Sonthalia	House No. C-122, Sushant Apartment, Near Gold Souk, Sushant Lok-I, Sector-43, DLF Phase-IV Gurgaon 122009	00756382	25/02/2015
9.	Urmila Dhanuka	95A, E-2 Lane, Eastern Avenue, Sainik Farms, New Delhi 110062	01252045	24/10/2001
10.	Sanjay Bagaria	B-4/37 Rajpur Road Civil Lines Delhi 110054	08280162	16/11/2018

7.1.3 List of promoters as on date

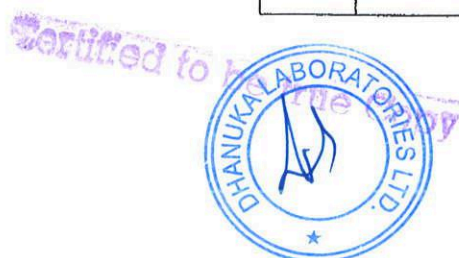
S. No.	Name	Address
1	Mrs. Uma Dhanuka	95B, E-2 Lane, Eastern Avenue, Sainik Farms, New Delhi 110062
2	Mr. Ram Gopal Agarwal	Plot No. 95A, E-2 Lane, Eastern Avenue, Sainik Farms, New Delhi- 110062
3	Ram Gopal Agarwal HUF	Plot No. 95A, E-2 Lane, Eastern Avenue, Sainik Farms, New Delhi- 110062
4	Mr. Harsh Dhanuka	95B, E-2 Lane, Eastern Avenue, Sainik Farms, New Delhi 110062
5	Mr. Rahul Dhanuka	95A, E-2 Lane, Eastern Avenue, Sainik Farms, New Delhi 110062
6	Mrs. Urmila Dhanuka	95A, E-2 Lane, Eastern Avenue, Sainik Farms, New Delhi 110062
7	Mahendra Kumar Dhanuka HUF	95B, E-2 Lane, Eastern Avenue, Sainik Farms, New Delhi 110062

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S. No.	Name	Address
8	Mridul Dhanuka HUF	95B, E-2 Lane, Eastern Avenue, Sainik Farms, New Delhi 110062
9	Mr . Mahendra Kumar Dhanuka	95B, E-2 Lane, Eastern Avenue, Sainik Farms, New Delhi 110062
10	Mr. Mridul Dhanuka	95B, E-2 Lane, Eastern Avenue, Sainik Farms, New Delhi 110062
11	Rahul Dhanuka HUF	Plot No. 95A, E-2 Lane, Eastern Avenue, Sainik Farms, New Delhi- 110062
12	Harsh Dhanuka HUF	95B, E-2 Lane, Eastern Avenue, Sainik Farms, New Delhi 110062
13	Triveni Trust	Plot No. 95, E-2 Lane, Eastern Avenue, Sainik Farms, New Delhi- 110062
14	Mrs. Seema Dhanuka	610A Towers 6 The Magnolias Golf Course Gurgaon 122001
15	Mrs. Pushpa Dhanuka	615-B, DLF Magnolias Golf Course Road, Sector 42 Gurugram 122002
16	Arun Kumar Dhanuka HUF	615-B, DLF Magnolias Golf Course Road, Sector 42 Gurugram 122002
17	Manish Dhanuka HUF	610A Towers 6 The Magnolias Golf Course Gurgaon 122001
18	Mrs. Mamta Dhanuka	615-B, DLF Magnolias Golf Course Road, Sector 42 Gurugram 122002
19	Mr. Arjun Dhanuka	615-B, DLF Magnolias Golf Course Road, Sector 42 Gurugram 122002



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S. No.	Name	Address
20	Mr. Manish Dhanuka	610A Towers 6 The Magnolias Golf Course Gurgaon 122001
21	Mr. Arun Kumar Dhanuka	615-B, DLF Magnolias Golf Course Road, Sector 42 Gurugram 122002
22	Mr. Manas Dhanuka	610A Towers 6 The Magnolias Golf Course Gurgaon 122001
23	Pushpa Dhanuka Trust	31-B, Cottage No. 4, Rajpur Road, Civil Lines, New Delhi-110054

7.2 **Orchid Pharma Limited ('OPL' or 'Amalgamated Company')**

7.2.1 The share capital of Amalgamated Company as on September 30, 2021 is as under:

Particulars	(Amount in INR)
<b>Authorised Share Capital</b>	
15,00,10,000 Equity Shares of INR 10/- each	150,01,00,000
<b>Total</b>	<b>150,01,00,000</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
4,08,16,400 Equity Shares of INR 10/- each	40,81,64,000
<b>Total</b>	<b>40,81,64,000</b>

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Subsequent to September 30, 2021 and till date of the Scheme being approved by the Board of Directors of Amalgamated Company, there has been no change in the issued, subscribed or paid up capital of Amalgamated Company.

Amalgamating Company holds 89.96% in paid up share capital of Amalgamated Company.

**7.2.2 List of directors as on date**

S. No.	Name	Address	DIN No.	Date of Appointment
1	Mridul Dhanuka	95B, E-2 Lane Eastern Avenue Sainik Farms, New Delhi- 110062	00199441	31/03/2020
2	Manish Dhanuka	610A, Towers 6 The Magnolias Golf Course Gurgaon, Haryana- 122001	00238798	31/03/2020
3	Ram Gopal Agarwal	95A, E-2 Lane, Eastern Avenue, Sainik Farms New Delhi- 110062	00627386	31/03/2020
4	Arun Kumar Dhanuka	615-B, DLF Magnolias Golf Course Road Sector 42 Gurgaon Haryana- 122002	00627425	31/03/2020
5	Manoj Kumar Goyal	D-64, Sector-55 Noida-201301 Uttar Pradesh	06361663	29/06/2020
6	Mudit Tandon	No.407/9, Heritage city Mehrauli road Gurgaon Haryana-122002	06417169	29/06/2020
7	Dharam Vir	House No.625, Sector-9 Faridabad-121006 Haryana	08771224	29/06/2020
8	Tanu Singla	D-186, Ramprastha Colony Ghaziabad-201011	08774132	29/06/2020



7.2.3 List of promoters as on date

S. No.	Name	Address
I.	Dhanuka Laboratories Limited	Linbuzz Business Centre, 2910B, 14th Main Road Anna Nagar West, Chennai, Tamil Nadu-600040 pursuant to order of Regional Director (Northern Region), Ministry of Corporate Affairs, New Delhi dated 23 November 2021. Fresh certificate of incorporation is pending for issuance by Registrar of Companies, Chennai.

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**PART – II**  
**AMALGAMATION OF DHANUKA LABORATORIES LIMITED WITH AND INTO**  
**ORCHID PHARMA LIMITED**

**8. TRANSFER AND VESTING OF THE AMALGAMATING COMPANY**

- 8.1 Upon the coming into effect of this Scheme and with effect from Appointed Date (after giving effect to the clause 8 of this Scheme), Amalgamating Company shall, pursuant to the provisions of Sections 230 to 232 of the Act and sanction of this Scheme by Tribunal and other applicable provisions of the law for the time being in force and without any further act, instrument or deed, stand transferred to and vested in or deemed to have been transferred to and vested in Amalgamated Company on and from the Appointed Date, on a going concern basis, in such a way that from the Appointed Date, the assets and liabilities of Amalgamating Company along with all the rights, title, interest or obligations of Amalgamating Company therein become that of Amalgamated Company.
- 8.2 Without prejudice to sub-clause 8.1 above, upon the coming into effect of the Scheme and with effect from the Appointed Date, the transfer and vesting shall be effected as follows:
- (a) All the movable assets including investments, cash in hand, bank balances and deposits any, of Amalgamating Company capable of being transferred by delivery, shall be handed over by physical delivery to Amalgamated Company along with such other documents as may be necessary towards the end and intent that the property therein passes to Amalgamated Company on such delivery, without requiring any deed or instrument of conveyance for the same and shall become the property of Amalgamated Company accordingly.
  - (b) All debts, loans and advances recoverable in cash or in kind or for value to be received, if any, with Government, Customs, Port, local and other authorities and bodies, customers and other persons, outstanding and receivables of Amalgamating Company other than the movable assets specified in sub-clause (a) above, shall on and from Appointed Date stand transferred to and vested in Amalgamated Company without any notice or other intimation to the debtors (although Amalgamated Company may, if so deems appropriate, give notice to the third party that the debts, outstanding and receivables do stand transferred to and vested in Amalgamated Company), and the debtors shall be obliged to make payments to Amalgamated Company on and after the Effective Date.





- (c) All immovable properties including land together with the buildings and structures standing thereon or under construction (whether free hold, leasehold, leave and licensed or otherwise, including tenancies in relation to warehouses, office space and guest houses and residential premises occupied by the staff and employees of Amalgamating Company), and all documents of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interest in connection with the said immovable properties of Amalgamating Company, if any, shall be vested in and transferred to and/or be deemed to have been and stand transferred to and vested in Amalgamated Company and shall belong to Amalgamated Company in the same and like manner as was entitled to Amalgamating Company. The mutation of the title to the immovable properties shall be made and duly recorded by the appropriate authorities pursuant to the sanction of the Scheme and upon the Scheme becoming effective, in accordance with the terms hereof, in favour of Amalgamated Company. Any inchoate title or possessory title of Amalgamating Company shall be deemed to be the title of Amalgamated Company.

For purposes of taking on record the name of Amalgamated Company in the records of the Governmental Authorities in respect of transfer of immovable properties to Amalgamated Company pursuant to this Scheme, the Boards of Directors of Amalgamating Company and Amalgamated Company may approve the execution of such documents or deeds as may be necessary, including deed of assignment of lease or leave or license (as the case may be) by Amalgamating Company in favor of Amalgamated Company.

- (d) All the licenses, permits, approvals, permissions, registrations, incentives (including but not limited to service tax refunds and accumulated, Goods and Services Tax Credit, Integrated Goods and Services Tax Credit, Central Goods and Services Tax Credit, State Goods and Services Tax Credit, Goods and Services Tax Refund, Export Incentives, MEIS, RODTEP, Advance License, DEPB, and CENVAT credit), tax deferrals and benefits (including income tax, sales tax, customs duty, advance tax, withholding tax receivables, other tax exemptions and/or deferments, amount of tax deposited under protest, bonds with the custom authorities), concessions, grants, rights, claims, leases, tenancy rights, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by Amalgamating Company and all rights and benefits that have accrued or which may accrue to Amalgamating Company, whether before or after the Appointed Date, shall, without any further act, instrument or deed, be and stand transferred to and vested in and or be deemed to have been transferred to and vested in



and be available to Amalgamated Company so as to become as and from the Appointed Date licenses, permits, approvals, permissions, registrations, incentives (including but not limited to Goods and Services Tax, 2017, Integrated Goods and Services Tax, 2017, Central Goods and Services Tax, 2017, State Goods and Services Tax, 2017, CENVAT credit, and service tax refunds), tax deferrals and benefits (including income tax, sales tax, customs duty, advance tax, withholding tax receivables, concessions, rights, claims, leases, tenancy rights, special status and other benefits or privileges) of Amalgamated Company and shall remain valid, effective and enforceable on the same terms and conditions.

- (e) All assets and properties including memberships, franchises, rights, permissions, quotas, rights, entitlements, licenses, certificate of registrations, copyrights, patents, trade names, trademarks, any other intellectual property, whether registered or otherwise, of Amalgamating Company as on the Appointed Date, whether or not included in the books of Amalgamating Company, shall be deemed to be and shall become the assets and properties of Amalgamated Company by virtue of and in the manner provided in this Scheme without any further act, instrument or deed, and stand transferred to and vested in and be deemed to have been transferred to and vested in Amalgamated Company upon the coming into effect of this Scheme.
- (f) Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature, to which Amalgamating Company are a party or to the benefit of which Amalgamating Company may be eligible or for the obligations of which Amalgamating Company may be liable, and which are subsisting or have effect immediately before the Appointed Date, shall continue in full force and effect on or against or in favour, as the case may be, of Amalgamated Company and may be enforced as fully and effectually as if, instead of Amalgamating Company, Amalgamated Company had been a party or beneficiary or obligee thereto.
- (g) All debts, liabilities, contingent liabilities, duties, indemnifications given pursuant to any agreement entered into by Amalgamating Company and obligations of every kind, nature and description of Amalgamating Company shall also, without any further act, instrument or deed, be transferred to or be deemed to be transferred to Amalgamated Company so as to become as and from Appointed Date the debts, liabilities, contingent liabilities, duties and obligations of Amalgamated Company and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or





arrangement by virtue of which such debts, liabilities, contingent liabilities, duties, indemnifications and obligations have arisen, in order to give effect to the provisions of this sub-clause.

- (h) The transfer and vesting of Amalgamating Company as aforesaid, shall be subject to the existing securities, charges and mortgages, if any, subsisting over or in respect of the property and assets or any part thereof of Amalgamating Company. Provided however that the securities, charges and mortgages (if any subsisting) over and in respect of the assets or any part thereof of Amalgamated Company shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charges and mortgages shall not extend or be deemed to extend, to any of the assets of Amalgamating Company vested in Amalgamated Company.

Provided further that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by Amalgamating Company which shall vest in Amalgamated Company by virtue of the amalgamation of Amalgamating Company with Amalgamated Company and Amalgamated Company shall not be obliged to create any further or additional security therefore after the Scheme has become operative.

- (i) Without prejudice to the provisions of the foregoing clauses, Amalgamated Company shall execute any instrument/s and/or document/s and/or do all the acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the jurisdictional registrar of companies to give formal effect to the above provisions, if required.
- (j) It is hereby clarified that, unless expressly provided for, it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts and liabilities, have arisen, in order to give effect to the provisions of this clause.
- (k) Subject to the necessary consents being obtained, if required, in accordance with the terms of this Scheme, the provisions of this clause shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document, all of which instruments, deeds or writings shall stand modified and/or superseded by the foregoing provisions.



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- 8.3 Without prejudice to the other provisions of this Scheme, Amalgamated Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which Amalgamating Company are a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. Amalgamated Company shall, under the provisions of Clause 8 of this Scheme, be deemed to be authorised to execute any such writings as a successor of Amalgamating Company and to carry out or perform all such formalities or compliances referred to above on the part of Amalgamating Company to be carried out or performed.
- 8.4 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme and subject to Applicable Law, all consents, permissions, licenses, certificates, approvals, clearances, authorities, powers of attorney given by, issued to or executed in favour of Amalgamating Company shall stand transferred to Amalgamated Company as if the same were originally given by, issued to or executed in favour of Amalgamated Company, and Amalgamated Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to Amalgamated Company. Amalgamated Company shall make applications to any Governmental Authority as may be necessary in this behalf.
- 8.5 Where any of the liabilities and obligations of Amalgamating Company as on the Appointed Date, deemed to have been transferred to Amalgamated Company have been discharged by Amalgamating Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of Amalgamated Company and all loans raised and used and all liabilities and obligations incurred by Amalgamating Company for the operation of Amalgamating Company after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of Amalgamated Company and to the extent they are outstanding on the Effective Date, shall also without any further act or deed, be and shall stand transferred to Amalgamated Company and shall become its liabilities and obligations from such date.

## 9. BUSINESS AND PROPERTY IN TRUST

Upon the coming into effect of the Scheme and from the Appointed Date and up to and including the Effective Date:



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- (a) Amalgamating Company shall carry on and be deemed to have carried on the business and activities and shall stand possessed of all the assets and properties, in trust for Amalgamated Company and shall account for the same to Amalgamated Company.
- (b) Any income or profit accruing or arising to Amalgamating Company, as the case may be, and all costs, charges, expenses and losses or taxes (including deferred tax balances, if any) incurred by Amalgamating Company shall for all purposes be treated as the income, profits, costs, charges, expenses and losses or taxes (including deferred tax balances, if any), as the case may be, of Amalgamated Company.
- (c) Any of the rights, powers, authorities and privileges attached or related or pertaining to and exercised by or available to Amalgamating Company shall be deemed to have been exercised by Amalgamating Company for and on behalf of and as agent for Amalgamated Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to Amalgamating Company that have been undertaken or discharged by Amalgamating Company shall be deemed to have been undertaken or discharged for and on behalf of and as agent for Amalgamated Company.
- (d) All the acts done by Amalgamating Company after the Appointed Date shall be done in trust for and on behalf of Amalgamated Company.

#### 10. CONDUCT OF BUSINESS TILL THE EFFECTIVE DATE

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

- (a) Amalgamating Company shall carry on their business with reasonable diligence and in the same manner as it had been doing hitherto.
- (b) Amalgamating Company shall not alter or substantially expand the business except with the written concurrence of Amalgamated Company.
- (c) Amalgamating Company shall not, without the written concurrence of Amalgamated Company, transfer, alienate, charge, mortgage or encumber any of its assets or properties, except in the ordinary course of business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of Amalgamating Company.



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- (d) Amalgamating Company shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts or incur any other liabilities or expenditure, issue any guarantees, indemnities, letters of comfort or commitment either for itself or on behalf of its group companies or any third party, save and except, in each case, in the following circumstances:
- i. If the same is in the ordinary course of business as carried on by Amalgamating Company as on the date of filing this Scheme with Tribunal; or
  - ii. If the written consent of Amalgamated Company, as the case may be, has been obtained.
- (e) Amalgamating Company and Amalgamated Company from the date of filing this Scheme with the NCLT shall not make any change in their respective capital structures, whether by way of increase (by issue of equity shares on a rights basis, bonus shares or otherwise), decrease, reduction, reclassification, subdivision or consolidation, reorganization, or in any other manner which may, in any way, affect the Share Exchange Ratio except under any of the following circumstances: (a) By mutual consent of the respective Board of Directors of the Amalgamating Company and Amalgamated Company; or (b) By way of any obligation already subsisting as on the date of filing this Scheme with the Appropriate Authority.
- (f) Amalgamating Company shall be entitled, pending the sanction of the Scheme by Tribunal, to apply to the Central Government and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which Amalgamated Company may require to own and carry on the business of Amalgamating Company.

10.2 On the Effective Date but with effect from the Appointed Date, Amalgamated Company shall be authorized to carry on the businesses carried on by Amalgamating Company

## 11. COMPLIANCE WITH TAX LAWS

This provisions of this Scheme as they relate to the amalgamation of Amalgamating Company into and with Amalgamated Company, have been drawn up to comply with the conditions relating to "Amalgamation" as defined under the income-tax laws, specifically section 2(1B) of IT Act. If any terms or provisions of the Scheme are found to be or interpreted to be inconsistent with any of the said provisions at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the



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aforesaid provisions of the income-tax laws shall prevail. The Scheme shall then stand modified to the extent determined necessary to comply with the said provisions. Such modification will however not affect other parts of the Scheme. Notwithstanding the other provisions of this Scheme, the power to make such amendments as may become necessary shall vest with the Board of Amalgamated Company, which power shall be exercised reasonably in the best interests of the companies and their stakeholders, and which power can be exercised at any time, whether before or after the Effective Date.

## 12. LEGAL AND TAXATION PROCEEDINGS

- (i) Upon the coming into effect of this Scheme, all legal, taxation or other proceedings, whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal or courts), by or against Amalgamating Company, under any statute, pending on the Appointed Date, shall be continued and enforced by or against Amalgamated Company as effectually and in the same manner and to the same extent as if the same had been instituted by or against, as the case may be, Amalgamated Company.
- (ii) Amalgamated Company shall have all legal, taxation or other proceedings initiated by or against Amalgamating Company referred to in Clause 12 (i) above transferred to its name as soon as is reasonably possible after the Appointed Date and to have the same continued, prosecuted and enforced by or against Amalgamated Company, as a successor of Amalgamating Company.

## 13. CONTRACTS AND DEEDS

Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements, insurance policies and other instruments, if any, of whatsoever nature to which Amalgamating Company is a party and subsisting or having effect on the Effective Date shall be in full force and effect against or in favour of Amalgamated Company, as the case may be, and may be enforced by or against Amalgamated Company as fully and effectually as if, instead of Amalgamating Company, Amalgamated Company had been a party thereto. Amalgamated Company may enter into and/ or issue and/ or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which Amalgamating Company will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or if so considered necessary. Amalgamated Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of Amalgamating Company and to implement or carry out all formalities required on the part of Amalgamating



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Company to give effect to the provisions of this Scheme. It is clarified that any inter-se contracts between Amalgamating Company and Amalgamated Company, as on the Effective Date shall stand cancelled and cease to operate in Amalgamated Company.

#### 14. STAFF AND EMPLOYEES

14.1 On the Scheme coming into effect, all staff and employees of Amalgamating Company in service on such date shall be deemed to have become staff and employees of Amalgamated Company without any break, discontinuance or interruption in their service and on the basis of continuity of service and the terms and conditions of their employment with Amalgamated Company shall not be less favourable than those applicable to them with reference to Amalgamating Company on the Effective Date.

14.2 Upon the Scheme coming into effect, the existing balances of Provident Fund, Gratuity Fund, Leave Encashment scheme and/ or other schemes, created by Amalgamating Company for its employees shall be transferred to Amalgamated Company. Amalgamating Company shall take all steps necessary for the transfer of balances, where applicable, of the Provident Fund, Gratuity Fund, Leave Encashment scheme and/ or other schemes, to Amalgamated Company. All obligations of Amalgamating Company with regard to the said fund or funds as defined in the relevant rules shall be taken over by Amalgamated Company from the Effective Date to the end and intent that all rights, duties, powers and obligations of Amalgamating Company in relation to such Fund or Funds shall become those of Amalgamated Company and all the rights, duties and benefits of the employees employed in Amalgamating Company under such Funds shall be fully protected, subject to the provisions of law for the time being in force. It is clarified that the services of the staff, workmen and employees of Amalgamating Company will be treated as having been continuous for the purpose of the said Fund or Funds.

#### 15. TREATMENT OF TAXES

15.1 Any tax liabilities under the Income-tax Act, 1961, Customs Act, 1962, State Sales Tax laws, Central Sales Tax Act, 1956, Central Excise Act 1944, Service Tax laws, Goods and Services Tax Act, 2017, Integrated Goods and Services Tax Act, 2017, State Goods and Services Tax Act, 2017 and Central Goods and Services Tax Act, 2017 or other applicable laws/ regulations dealing with taxes/ duties/ levies (hereinafter in this Clause referred to as "Tax Laws") allocable or related to the business of Amalgamating Company to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date





shall be transferred to Amalgamated Company. Any surplus in the provision for taxation/ duties/ levies account including advance tax, withholding tax, service tax and any tax credit entitlements as on the date immediately preceding the Appointed Date will also be transferred to the account of the Amalgamated Company. Any refund under the Tax Laws due to Amalgamating Company consequent to the assessments made on Amalgamating Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by Amalgamated Company.

- 15.2 All taxes (including income tax, sales tax, Goods and Services tax, CENVAT, excise, customs duty, service tax, VAT, etc) paid or payable by Amalgamating Company in respect of the operations and/or the profits of the business before the Appointed Date, shall be on account of Amalgamated Company and, insofar as it relates to the tax payment (including, without limitation, sales tax, goods and services tax, custom duty, income tax, service tax, excise, value added tax, etc.), whether by way of deduction at source, advance tax, duty under protest or otherwise howsoever, by Amalgamating Company in respect of the profits or activities or operation of the business after the Appointed Date, the same shall be deemed to be the corresponding item paid by Amalgamated Company, and, shall, in all proceedings, be dealt with accordingly.
- 15.3 Amalgamated Company is expressly permitted to file/ revise its income tax, wealth tax, Goods and Services tax, VAT, sales tax, excise, CENVAT and other statutory returns, consequent to this Scheme becoming effective, notwithstanding that the period for filing/revising such returns may have lapsed. However, upon the Scheme becoming effective subsequently, Amalgamated Company shall have the right to revise and consolidate its financial statements and returns along with prescribed forms, filings and applications/ annexures under the IT Act, indirect taxes and other Tax Laws. Amalgamated Company is expressly permitted to amend TDS/ TCS and other statutory certificates and shall have the right to claim refunds, advance tax credits, foreign tax credits, set offs and adjustments relating to its respective incomes/ transactions from the Appointed Date. It is specifically declared that all the taxes/ duties paid by Amalgamating Company shall be deemed to be the taxes/ duties paid by Amalgamated Company and Amalgamated Company shall be entitled to claim credit for such taxes deducted/ paid against its tax/ duty liabilities notwithstanding that the certificates/ challans or other documents for payment of such taxes/ duties are in the name of Amalgamating Company.
- 15.4 All tax assessment proceedings / appeals of whatsoever nature by or against Amalgamating Company pending and/or arising at the Appointed Date and relating to Amalgamating Company shall be continued and/or enforced until the Effective Date as desired by



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Amalgamated Company. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against Amalgamated Company in the same manner and to the same extent as would or might have been continued and enforced by or against Amalgamating Company.

Further, the aforementioned proceedings shall neither abate or be discontinued nor be in any way prejudicially affected by reason of amalgamation of Amalgamating Company with Amalgamated Company or anything contained in the Scheme.

Furthermore, on or after the Effective Date, all rights, entitlements and powers to revise returns and filings of Amalgamating Company under the tax laws, and to claim refunds and/ or credits for the taxes paid, etc. and for matters incidental thereto, shall be available to and vest with Amalgamated Company.

- 15.5 Upon the coming into effect of this Scheme, all tax compliances under any tax laws by Amalgamating Company on or after Appointed Date shall be deemed to be made by Amalgamated Company.

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### PART - III

#### 16. CONSIDERATION

- 16.1 Upon this Scheme becoming effective Amalgamated Company shall, without any further application, act or deed, issue and allot equity shares to members of Amalgamating Company whose names appear in the register of its members on the Record Date or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as aforesaid in the following manner (hereinafter referred as Share Exchange Ratio):-

*"63 fully paid up equity share of face value of INR 10/- (Indian Rupees Ten) of the Amalgamated Company to be issued and allotted to the members of the Amalgamating Company against 2 fully paid up equity share of face value of INR 100/- (Indian Rupees One Hundred) each held in the Amalgamating Company."*

- 16.2 In the event of there being any pending share transfers, whether lodged or outstanding, of any member of Amalgamating Company, the Board of Amalgamated Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor of the shares in Amalgamating Company and in relation to the shares issued by Amalgamated Company, after the effectiveness of the Scheme. The Board of Amalgamated Company shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new shareholders in Amalgamated Company on account of difficulties faced in the transaction period.
- 16.3 The issue and allotment of Amalgamated Company Shares by Amalgamated Company to members as provided in this Scheme is an integral part thereof and shall be deemed to have been carried out as if the procedure laid down under Section 62 read with Section 42 of The Act and any other applicable provisions of The Act were duly complied with.
- 16.4 If any shareholder of the Amalgamating Company becomes entitled to any fractional shares, entitlements or credit on the issue and allotment of equity shares of the Amalgamated Company pursuant to Clause 16.1 above, the Board of Directors of the Amalgamated Company shall, without any further application, act, instrument or deed, issue and allot such consolidated equity shares directly to an individual trust or a board of trustees or a corporate trustee nominated by the Amalgamated Company (the "Fractional Entitlement Trustee"), who shall hold such equity shares of the Amalgamated Company with all additions or accretions thereto in trust for the benefit of the respective shareholders to whom they belong and their respective heirs,



executors, administrators or successors for the specific purpose of selling such equity shares in the market at such price or prices and on such time or times within 90 (thirty) days from the date of listing, as the Fractional Entitlement Trustee may in its sole discretion decide and on such sale, pay to the Amalgamated Company, the net sale proceeds (after deduction of applicable taxes and costs incurred) thereof and any additions and accretions, whereupon the Amalgamated Company shall, subject to withholding tax, if any, distribute such sale proceeds to the concerned shareholders of the Amalgamating Company in proportion to their respective fractional entitlements.

- 16.5 Where Amalgamated Company Shares are to be allotted to heirs, executors or administrators or, as the case may be, to successors of deceased equity shareholders of Amalgamating Company, the concerned heirs, executors, administrators or successors shall be obliged to produce evidence of title satisfactory to the Board of Amalgamated Company.
- 16.6 Promptly upon the issuance of Amalgamated Company Shares pursuant to this Clause 16, Amalgamated Company shall prepare and file applications, along with all supporting documents, to obtain approval from SEBI and the Stock Exchanges, for listing of such Amalgamated Company Shares. Immediately upon receipt of such approval, Amalgamated Company shall take all necessary steps to obtain trading approval for Amalgamated Company Shares. Amalgamated Company shall ensure that steps for listing of Amalgamated Company Shares are completed, and trading of Amalgamated Company Shares are completed, and trading of Amalgamated Company Shares commences within the period prescribed the time period under the SEBI Circular. Amalgamated Company Shares allotted pursuant to this Scheme shall remain frozen in the depositories system till relevant directions in relation to listing/trading are given by the relevant Stock Exchanges.
- 16.7 Amalgamated Company Shares to be issued and allotted by Amalgamated Company in terms of this Scheme shall be subject to the provisions of the memorandum and articles of association of Amalgamated Company and shall rank pari passu in all respects and shall have the same rights attached to the then existing equity shares of Amalgamated Company.
- 16.8 Amalgamated Company Shares shall be issued in dematerialized form to the members holding Amalgamating Company Shares, in accordance with the Applicable Laws.
- 16.9 Amalgamated Company Shares to be issued by Amalgamated Company in respect of Amalgamating Company Shares, the allotment or transfer of which is held in abeyance under



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Applicable Law shall, pending allotment or settlement of dispute by order of the appropriate court or otherwise, also be kept in abeyance in like manner by Amalgamated Company.

## 17. ACCOUNTING TREATMENT

### 17.1 IN THE BOOKS OF AMALGAMATED COMPANY

Upon the Scheme becoming effective Amalgamated Company shall account for the amalgamation of Amalgamating Company in its books of account in accordance with 'Pooling of Interest Method' of accounting as laid down in Appendix-C of IND-AS 103 (Business Combinations of entities under common control) as under:

- 17.1.1 All the assets, and liabilities in the books of Amalgamating Company shall be recorded by Amalgamated Company in its books of account at their respective carrying amounts as appearing in the books of Amalgamating Company. No adjustment shall be made to reflect fair values, or recognise any new assets or liabilities.
- 17.1.2 The identity of reserves shall be preserved and shall appear in the merged financial statements of Amalgamated Company, in the same form, in which they appeared in the financial statements of Amalgamating Company and it shall be aggregated with the corresponding balance appearing in the financial statements of Amalgamated Company, in accordance with Appendix C of Ind AS 103.
- 17.1.3 Inter-company transactions and balances including loans, advances, investments (including investments of Amalgamating Company in Amalgamated Company), amount receivable or payable inter-se between the Amalgamating Company and the Amalgamated Company as appearing in their books of account, if any, shall stand cancelled. The equity shares of Amalgamated Company held by Amalgamating Company shall stand cancelled and Amalgamated Company shall credit the aggregate face value of equity shares issued by it to the members of Amalgamating Company pursuant to Clause 16.1 of this Scheme to the equity share capital account in its books of account.
- 17.1.4 The difference, if any, between the net assets transferred to Amalgamated Company pursuant to Clause 17.1.1 as reduced by reserves recorded in Amalgamating Company pursuant to Clause 17.1.2 and after giving effect to adjustments mentioned in Clause 17.1.3 and Clause 17.1.4, shall be adjusted in accordance with Appendix-C of IND-AS 103 (Business Combinations of entities under common control).



17.1.5 In case of any differences in the accounting policies between Amalgamating Company and Amalgamated Company, the impact of the same will be quantified and adjusted in the capital reserves of Amalgamated Company to ensure that the financial statements of Amalgamated Company reflect the true financial position on the basis of consistent accounting policies.

17.1.6 On the Scheme becoming effective, the financial statements of Amalgamated Company (including comparative period presented in the financial statements of Amalgamated Company, if required) shall be restated for the accounting impact of Amalgamation, as stated above, as if amalgamation had occurred from the acquisition date (date when common control was established) or beginning of the said comparative period; whichever is later.

## 17.2 IN THE BOOKS OF AMALGAMATING COMPANY

17.2.1 As Amalgamating Company shall stand dissolved without being wound up upon the Scheme becoming effective as mentioned in Clause 22 of the Scheme and all the assets and liabilities shall be transferred to Amalgamated Company, hence there is no accounting treatment prescribed under this Scheme in the books of Amalgamating Company.

## 18. SUB-DIVISION OF FACE VALUE OF EQUITY SHARES OF AMALGAMATING COMPANY AND COMBINATION OF AUTHORISED SHARE CAPITAL

18.1. As an integral part of the Scheme, the face value of 1 (One) equity share of Amalgamating Company amounting to INR 100/- (Indian Rupees One Hundred only) shall be sub-divided into face value of INR 10/- (Indian Rupees Ten only) comprising 10 (Ten) equity shares of Amalgamating Company; accordingly, authorised share capital of Amalgamating Company shall be restructured as under:

*"The authorised share capital of Amalgamating Company is INR 14,50,00,000/- (Indian Rupees Fourteen Crore Fifty Lacs only) divided into 1,45,00,000 (One Crore Forty Five Lacs) equity shares of INR 10 each (Indian Rupees Ten only).*

18.2. The members of Amalgamating Company, on approval of Scheme, shall be deemed to have given approval u/s 61 of the Act and all other applicable provisions of the said act for sub-division of the face value of equity shares and for amendment to the authorised share capital of Amalgamating Company and no separate resolutions will be required to be passed for sub-division of the face value of equity shares of Amalgamating Company and for amendment of authorised share capital of Amalgamating Company under section 61 of the Act and no separate

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notice will be required to be given to the Registrar of Companies, for intimation of sub-division under section 64 of the Act.

- 18.3. Upon the Scheme becoming effective, the authorised share capital of Amalgamated Company in terms of its Memorandum of Association and Articles of Association shall automatically stand enhanced by the authorised share capital of Amalgamating Company as on the Effective Date without any further act, instrument or deed on the part of Amalgamated Company and the Memorandum of Association and Articles of Association of Amalgamated Company (relating to the authorised share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment and no further resolution(s) under section 13, section 14, section 61 and section 232 of The Act and any other applicable provisions of The Act, would be required to be separately passed and for this purpose the stamp duties and fees paid on the authorised share capital of Amalgamating Company shall be set-off against any fees payable by Amalgamated Company on its authorised share capital subsequent to the amalgamation and no fee shall be payable by Amalgamated Company for increase in the authorised share capital to that extent.
- 18.4. The filing fees and stamp duty already paid by Amalgamating Company on its authorised share capital shall be utilized and applied to increased share capital of Amalgamated Company, and shall be deemed to have been so paid by Amalgamated Company on such combined authorised share capital. Further, Amalgamated Company shall pay the requisite fee, if any, that arises due to the difference in maximum statutory fee as per the Act payable on such combined authorised share capital.
- 18.5. It is hereby clarified that Amalgamated Company through its Board, if required, would be entitled to make appropriate reclassification/ combination of its authorised share capital and provide suitable clarifications to the Registrar of Company with regard to the clubbing of the authorised share capital of Amalgamating Company with Amalgamated Company.
- 18.6. Pursuant to this Scheme, Amalgamated Company shall file the requisite forms / documents with the Registrar of Companies, Chennai or any other Applicable Authority for such increase of the authorised share capital.





## PART - IV

### 19. APPROVAL OF THE SCHEME THROUGH E-VOTING

The approval of shareholders of Amalgamated Company shall be obtained through e-Voting (after disclosure of all material facts in the explanatory statement sent to the shareholders in relation to this Scheme). The Scheme shall be acted upon only if the votes cast by public shareholders in favour of the resolution are more than the number of votes cast by public shareholders against it in accordance with the SEBI Circular.

### 20. DIVIDENDS

20.1 Notwithstanding the above clauses of the Scheme, Amalgamating Company and Amalgamated Company shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period prior to the Effective Date.

20.2 The holders of the shares of Amalgamating Company and Amalgamated Company shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective Articles of Association including the right to receive dividends.

20.3 It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any shareholder to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Boards, and subject to the approval, if required, of the shareholders of Amalgamating Company and Amalgamated Company as the case may be.

### 21. SAVING OF CONCLUDED TRANSACTIONS

The transfer of properties and liabilities under Clause 8 and the continuance of proceedings by or against Amalgamated Company under Clause 12 shall not affect any transaction or proceedings already concluded by Amalgamating Company on or before the date when Amalgamating Company adopts the Scheme in its Board meeting, and after the date of such adoption till the Effective Date, to the end and intent that Amalgamated Company accepts and adopts all acts, deeds and things done and executed by Amalgamating Company in respect thereto as done and executed on behalf of itself.

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**22. DISSOLUTION OF THE AMALGAMATING COMPANY**

On the Scheme coming into effect, Amalgamating Company shall, without any further act or deed, stand dissolved without winding up.

**23. APPLICATIONS TO THE TRIBUNAL/ OTHER AUTHORITY**

23.1 Amalgamating Company and Amalgamated Company shall, with all reasonable dispatch, make applications to Tribunal, seeking orders for dispensing with or convening, holding and conducting of the meetings of the shareholders and/ or creditors of Amalgamating Company and Amalgamated Company as may be directed by the Tribunal.

23.2 Amalgamating Company and Amalgamated Company shall, with all reasonable dispatch, apply to Tribunal for sanctioning the Scheme under the applicable provisions of the Act, and for such other order or orders, as the said Tribunal may deem fit for carrying this Scheme into effect.

**24. CONDITIONALITY OF SCHEME**

The Scheme is conditional upon and subject to:

- (a) Amalgamated Company filing the Scheme approved by its Board of Directors with the designated Stock Exchanges fixed by the Board of Directors of Amalgamated Company, in terms of the SEBI Circular and receiving a 'no objection' and/or 'observation' letter.
- (b) the Scheme being agreed to by the requisite majority in number and value of such classes of persons including the respective shareholders and secured and unsecured creditors of each of Amalgamating Company and Amalgamated Company except to the extent exempted by the Tribunal;
- (c) Approval of the shareholders of Amalgamated Company through e-voting and/or any other mode as may be required under any Applicable Law and the SEBI Circular. The Scheme shall be acted upon only if the votes cast by the public shareholders in favour of the proposal are more than the number of votes cast by the public shareholders of Amalgamated Company, against it as required under the SEBI Circular. The term 'public' shall carry the same meaning as defined under Rule 2 of the Securities Contracts (Regulation) Rules, 1957;

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- (d) The sanction of this Scheme by the NCLT under Sections 230 to 232 of The Act, and other applicable provisions, if any, of The Act in favour of Amalgamating Company and Amalgamated Company;
- (e) such other sanctions and approvals including sanctions of any statutory or regulatory authority including Stock Exchanges and SEBI, as may be required in respect of the Scheme, being obtained;
- (f) there not being any order from any Appropriate Authority that has the effect of making Amalgamation illegal or otherwise restraining or preventing its consummation;
- (g) there not being any order from any Appropriate Authority that has the effect of making the transfer of the intellectual property being used in relation to Amalgamating Company' business illegal or otherwise restraining or preventing its transfer; and
- (h) filing of the certified copies of the order of the Tribunal sanctioning the Scheme under the applicable provisions of the Act with the Registrar of Companies, Chennai.

**25. EFFECT OF NON-APPROVALS**

25.1 In the event the Scheme is not sanctioned by the Tribunal for any reason whatsoever or for any other reasons the Scheme cannot be implemented, the Scheme shall become null and void and shall be of no effect and in that event no rights and/or liabilities shall accrue to or be incurred *inter-se* by Amalgamating Company and Amalgamated Company and each of Amalgamating Company and Amalgamated Company shall bear and pay its respective costs, charges and expenses for and/or in connection with the Scheme.

25.2 It is expressly clarified, for the removal of doubt that if any of the components of this Scheme cannot be implemented or effected for any reason whatsoever, the remaining component(s) shall not in any way be affected or impaired and Scheme with the remaining component(s) shall be implemented.

**26. AMENDMENT OR MODIFICATION AND OTHER MATTERS PERTAINING TO SCHEME**

The Board of Amalgamating Company and Amalgamated Company may assent to any modification(s) or amendment(s) in this Scheme which the Tribunal and/ or any other



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authorities may deem fit to direct or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise for implementing and/or carrying out the Scheme and the Board of Amalgamating Company and Amalgamated Company and after the dissolution of Amalgamating Company, the Board of Directors of Amalgamated Company be and are hereby authorised to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubts, difficulties or questions whether by reason of any orders of the Tribunal or of any directive or orders of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and / or any matters concerning or connected therewith. The Board of Amalgamating Company and Amalgamated Company may assent to withdrawal of the scheme at any stage even after sanctioning of the Scheme.

## **27. REVOCATION AND SEVERABILITY**

- 27.1 In the event of any of the said sanctions and approvals not being obtained and/or complied with and/or satisfied and/or this Scheme not being sanctioned by the Tribunal or such other appropriate authority and/or order or orders not being passed as aforesaid within such period as may be mutually agreed upon by the respective Board of Amalgamating Company and Amalgamated Company, this Scheme shall stand revoked, cancelled and be of no effect.
- 27.2 In the event of any of the conditions that may be imposed by the Tribunal or other authorities and which Amalgamating Company and Amalgamated Company may find unacceptable for any reason, then Amalgamating Company and Amalgamated Company are at liberty to withdraw the Scheme.
- 27.3 The Board of Amalgamating Company and Amalgamated Company shall be entitled to withdraw, revoke, cancel and declare the Scheme of no effect if they are of view that the coming into effect of the Scheme could have adverse implications on Amalgamating Company and Amalgamated Company.
- 27.4 In the event of revocation under Clause 27.1, Clause 27.2 and Clause 27.3 above, no rights and liabilities whatsoever shall accrue to or be incurred inter se to Amalgamating Company and Amalgamated Company and their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the applicable law and in such case, each of Amalgamating Company and Amalgamated Company shall bear and pay its respective costs, charges and expenses for and/or in connection with the Scheme.



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28. COSTS, CHARGES AND EXPENSES

All costs, charges, taxes including duties (including the stamp duty and/ or transfer charges, if any, applicable in relation to this Scheme), levies and all other expenses, if any (save as expressly otherwise agreed) of Amalgamating Company and Amalgamated Company arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne and paid by Amalgamated Company.

Certified to be true Copy



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