SCHEME OF AMALGAMATION
(UNDER SECTIONS 230-232 OF THE COMPANIES ACT, 2013)

AMONGST

KARTBEE TECHNOLOGIES PRIVATE LIMITED
("KTPL" OR "TRANSFEROR COMPANY")

AND

FINNOVATION TECH SOLUTIONS PRIVATE LIMITED
("FTSPL" OR "TRANSFEREE COMPANY")

AND

THEIR RESPECTIVE SHAREHOLDERS

UNDER SECTIONS 230-232 OF THE COMPANIES ACT, 2013 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013 READ WITH COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016

PREAMBLE

1. OVERVIEW OF THE SCHEME

1.1 This Scheme of Amalgamation (hereinafter referred to as "Scheme") is presented under Sections 230-232 and other applicable provisions of the Companies Act, 2013 ("the Act") and Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 including any statutory modification(s), amendment(s), or re-enactment(s) thereof for the time being in force and in compliance with the provisions of the Section 2(1B) of the Income-Tax Act, 1961, for:

- Amalgamation of Kartbee Technologies Private Limited (**"KTPL"** or **"Transferor Company"**) with Finnovation Tech Solutions Private Limited (**"FTSPL" or "Transferee Company"**);

- the consequent issuance of equity shares by Transferee Company to the shareholders of Transferor Company (except where Transferee Company itself is the shareholder), in the manner set out in this Scheme.

The board of directors of Transferor Company and Transferee Company have resolved that the amalgamation of Transferor Company with the Transferee Company would be in the interests of the shareholders, creditors and employees of Transferor Company and Transferee Company (together referred to as the **"Restructured Companies"**).

1.2 This Scheme will result in consolidation of business of the Restructured Companies in one entity and would strengthen the position of Transferee Company, by enabling it to harness and optimize the synergies of the Transferor Company. Accordingly, it would be in the best interests of the Restructured Companies and their respective shareholders. The Scheme will result in operational efficiencies due to optimal utilization of resources of the Restructured Companies and reduction in administrative cost.

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

2. BRIEF OVERVIEW OF THE RESTRUCTURED COMPANIES

KARTBEE TECHNOLOGIES PRIVATE LIMITED ("Transferor Company" or "KTPL")

(i) KTPL is a private limited company incorporated under the Companies Act, 2013 and has its registered office at No.LVL 5, 5th Floor, Survana Place on Earth Tech Park, Bearing No. 143/A, Benniganahalli, KR Puram, Bangalore, Karnataka 560016, India.

(ii) It was incorporated on August 30, 2019 with the Registrar of Companies, Bangalore. The Corporate Identification Number (CIN) of KTPL is U72900KA2019PTC127524.

(iii) The Transferor Company is primarily engaged in providing a platform for finance solutions that helps young professionals to get personal loan via a flexible monthly payment plans in India.

FINNOVATION TECH SOLUTIONS PRIVATE LIMITED ("Transferee Company" or "FTSPL")

(i) FTSPL is a private limited company incorporated under the Companies Act, 2013 and has its registered office at 16/3, Adarsh Yelavarthy Centre, opposite to Frank Anthony School, Cambridge Layout, Jogupalya, Bangalore, Karnataka 560008, India.

(ii) It was incorporated on March 15, 2016 with the Registrar of Companies, Bangalore. The Corporate Identification Number (CIN) of FTSPL is U74900KA2016PTC086953.

(iii) The Transferee Company is primarily engaged in providing a platform for finance solutions to get personal loan to salaried class people via a flexible monthly payment plans in India.

3. RATIONALE OF THIS SCHEME

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

(i) Transferor Company and Transferee Company are part of the same group. Further, the Transferor Company and the Transferee Company are fellow subsidiaries having a common parent.

(ii) With a view to maintain a simple corporate structure and eliminate duplicate corporate procedures, it is desirable to merge and amalgamate the Transferor Company into the Transferee Company.

(iii) The Transferor Company and Transferee Company are having the same customer base on the platforms which leads to double marketing cost & cost of maintenance of applications. The amalgamation of the Transferor Company into the Transferee Company would create economies in administrative and managerial costs and would substantially reduce duplication of administrative responsibilities and multiplicity of records, and legal and regulatory compliances.

In view of the above advantages and benefits, the Board of Directors of the Transferor Company and the Transferee Company have formulated this Scheme

pursuant to the provisions of Sections 230-232 and other applicable provisions of the Act.

Further, the Board of Directors of the Transferor Company and the Transferee Company are of the opinion that the Scheme would be beneficial to and in the best interest of the shareholders, creditors, employees, and other stakeholders of the Transferor Company and Transferee Company.

4. PARTS OF THE SCHEME

This Scheme is divided into the following Parts:

Part I: Deals with the general and specific definitions pertaining to the Scheme;

Part II: Deals with Share Capital and Objects of the Restructured Companies;

Part III: Deals with the Merger of Transferor Company into and with the Transferee Company in accordance with Chapter XV of the Companies Act 2013; and

Part IV: Deals with the general terms and conditions applicable and sets forth certain additional arrangements that form a part of this Scheme.

The Scheme, in no way, is a Scheme of compromise or arrangement with the creditors of any of the Restructured Companies and the Scheme is not affecting the rights of the creditors as all the creditors will be paid / satisfied in full, as and when their respective amounts fall due in the usual course of business, by the Transferee Company.

The Scheme is not a Scheme of Corporate Debt Restructuring as envisaged under Section 230(2)(c) of the Act.

PART I – General and Specific Definitions

1. DEFINITIONS

1.1 In this Scheme, unless inconsistent with the subject or context, the following expressions shall have the meanings as set out herein below:

"Act" or **"the Act"** means the Companies Act, 2013 and the rules, regulations, notifications made thereunder including any statutory modifications, re-enactments or amendments thereof and also mean and refer to corresponding and enforceable Sections of the Companies Act, 1956 and rules, regulations made

thereunder, to the extent applicable;

"**Appointed Date**" means 1st April 2021, being the date with effect from which Parts III and IV of this Scheme shall, upon sanction by the Competent Authority and satisfaction to the conditions to effectiveness set out in Clause 9 of Part IV of this Scheme, be deemed to be effective;

"**Board of Directors**" in relation to the Restructured Companies means their respective board of directors, and unless it is repugnant to the context or otherwise, includes any committee of directors or any person authorised by the board of directors or by such committee of directors;

"**Competent Authority**" means the National Company Law Tribunal constituted in accordance with the provisions of the Act and authorised in accordance with the provisions of the Act for approving any scheme of arrangement, compromise or reconstruction of companies under the provisions of the Act;

"**Effective Date**" means the last of the dates on which the conditions set out in Clause 9 of Part IV of the Scheme are satisfied or waived in accordance with this Scheme. Any references in this Scheme to "upon this Scheme becoming effective", "Scheme becomes effective" or "effectiveness of this Scheme" means and refers to the Effective Date with effect from the Appointed Date;

"**Record Date**" means the date to be fixed by the Board of Directors of the Transferee Company for the purpose of determining the shareholders of the Transferor Company whose equity shares shall be cancelled in terms of this Scheme and such shareholders who shall be entitled to receive consideration from the Transferee Company in terms Clause 3 of Part III of the Scheme;

"**Registrar of Companies**" or "**RoC**" means the Registrar of Companies, Bangalore;

"**Restructured Companies**" shall have the meaning ascribed to such term in Clause 1.1 of the Scheme;

"**Scheme**" or "**the Scheme**" or "**this Scheme**" means this Scheme of Amalgamation pursuant to Chapter XV and other relevant provisions of the Act; with such modifications and amendments as may be made from time to time, with the appropriate approvals and sanctions of the Competent Authority and other relevant regulatory authorities, as may be required under the Act and under all other applicable laws;

(i) "**Transferee Company**" or **"FTSPL"** is a private limited company incorporated under the Companies Act, 2013 and has its registered office at 16/3, Adarsh Yelavarthy Centre, opposite to Frank Anthony School, Cambridge Layout, Jogupalya Bangalore, Karnataka 560008, India.

(ii) "**Transferor Company**" or **"KTPL"** is a company incorporated under the

Companies Act, 2013 and having its registered office at No.LVL 5, 5th Floor, Survana Place on Earth Tech Park, Bearing No. 143/A, Benniganahalli, KR Puram Bangalore, Karnataka 560016, India.

Notwithstanding anything to the contrary in this Scheme, means and includes:

(a) any and all of their assets, movable or immovable, whether present or future, whether tangible or intangible, all rights, title, interests, covenants, undertakings, continuing rights, title and interests in connection with any land (together with the buildings and structures standing thereon), whether freehold or leasehold, plant, machinery, equipment, whether leased or otherwise, together with all present and future liabilities including contingent liabilities and debts appertaining thereto;

(b) any and all of their investments (including shares, scrips, stocks, bonds, debentures, debenture stock, units or pass through certificates and other securities), loans and advances, including dividends declared or interest accrued thereon;

(c) any and all of their licenses (including the licenses granted by any governmental, statutory or regulatory bodies for the purpose of carrying on its business or in connection therewith), permissions, approvals, consents, exemptions, registrations, no-objection certificates, quotas, rights, entitlements, certificates, trade names, trademarks, service marks, copyrights, domain names, applications for trade names, copyrights, sales tax credits, income-tax credits, privileges and benefits of all contracts, agreements and all other rights including lease rights, powers and facilities of every kind and description whatsoever;

(d) any and all of their debts, borrowings and liabilities, present or future, whether secured or unsecured, all guarantees, assurances, commitments and obligations of any nature or description, whether fixed, contingent or absolute, secured or unsecured, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising (including, without limitation, whether arising out of any contract or tort based on negligence or strict liability), pertaining to Transferor Company;

(e) all contracts, agreements, licenses, leases, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, letters of agreed points, arrangements, undertakings, whether written or otherwise, deeds, bonds, schemes, arrangements, service agreements, sales orders, purchase orders or other instruments of whatsoever nature to which Transferor Company is a party, exclusively relating to the business, activities and operations carried on by Transferor Company;

(f) any and all of their permanent employees, who are on the payrolls,

including those employed at its offices and branches, employees/personnel engaged on contract basis and contract labourers and interns/trainees, as are primarily engaged in or in relation to the business, activities and operations carried on by Transferor Company in terms of their licenses, at its respective offices, branches or otherwise, and any other employees/personnel and contract labourers and interns/trainees hired by Transferor Company after the date hereof who are primarily engaged in or in relation to the business, activities and operations carried on by Transferor Company;

(g) any and all of the advance monies, earnest monies and/or security deposits, payment against warrants or other entitlements, as may be lying with them; and

(h) all registrations, trademarks, trade names, service marks, copyrights, patents, designs, domain names, applications for trademarks, trade names, service marks, copyrights, designs and domain names exclusively used by or held for use by Transferor Company in the business, activities and operations carried on by Transferor Company.

2. INTERPRETATION

2.1 Terms and expressions which are used in this Scheme but not defined herein shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Income-Tax Act, 1961 and other applicable laws, rules, regulations, bye-laws, as the case may be, including any statutory modification or re-enactment thereof, from time to time. In particular, wherever reference is made to the Competent Authority in this Scheme, the reference would include, if appropriate, reference to the National Company Law Tribunal or such other forum or authority, as may be vested with any of the powers of the Competent Authority under the Act and/or rules made thereunder.

2.2 In this Scheme, unless the context otherwise requires:

(i) references to "persons" shall include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;

(ii) the headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Scheme;

(iii) references to one gender includes all genders; and

(iv) words in the singular shall include the plural and vice versa.

(v) Percentages have been rounded off up to two decimal places.

PART II – Share Capital and Objects of the Restructured Companies

CAPITAL STRUCTURE

1. SHARE CAPITAL OF TRANSFEROR COMPANY

(a) The share capital of Transferor Company as at March 31, 2021 is as under:

Particulars	Amount in Rupees
Authorised Share Capital	
5,00,000 Equity Shares of Rupees 10/- each	50,00,000
Total	**50,00,000**
Issued, Subscribed and Paid-up Share Capital	
1,000 Equity Shares of Rupees 10/- each	10,000
Total	**10,000**

From March 31, 2021 and till the date of the Scheme being approved by the Board of Directors of the Transferor Company, there has been no change in the authorized, issued, subscribed and paid-up share capital of the Transferor Company. The shares of the Transferor Company are not listed on any Stock Exchange.

2. SHARE CAPITAL OF THE TRANSFEREE COMPANY

2.1 The share capital of the Transferee Company as on November 11, 2022 is as under:

Particulars	Amount in Rupees
Authorised Share Capital	
40,00,000 Equity Shares of Rupees 10/- each	4,00,00,000/-
4,50,000 compulsorily convertible preference shared of Rs. 10 each	45,00,000/-

Total	**4,45,00,000/-**
Issued, Subscribed and Paid-up Share Capital	
11,69,981 Equity Shares of Rupees 10/- each	1,16,99,810
Total	**1,16,99,810**

Post March 31, 2021, the Transferee Company has amended its Memorandum of Association for effecting increase in its authorized share capital in the following manner:

The Authorised Share Capital of the Company is Rs. 4,45,00,000/- (Four Crore Forty-Five Lakhs only) divided into 40,00,000/- (Forty Lakhs) Equity Shares of face value of Rs. 10/-(Rupees Ten) each and 4,50,000/- (Four Lakhs Fifty Thousand) Compulsory Convertible Preference Shares of face value of Rs. 10/- (Rupees Ten) each with power to increase or reduce the capital and to divide and subdivide the shares into several classes and to attach there to respectively such preferential qualified or special rights, privileges or conditions, as may be determined by or in accordance with the Articles of Association of the Company for the time being and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be permitted by the Companies Act, 2013, or as provided by the Articles of Association of the Company for the time being".

Further post March 31, 2021, there is no change in the issued, subscribed and paid-up share capital of the Transferee Company.

The shares of the Transferee Company are not listed on any Stock Exchange.

3. OBJECTS OF TRANSFEROR COMPANY

The objects of Transferor Company as provided in its Memorandum of Association are, inter alia, to:

1. To carry on the business of E-commerce service provider, E-commerce solutions, E-commerce platforms, E-commerce education, E-commerce technologies and E-business solutions, service related to Web Technologies and E-commerce, including to design, develop, maintain, operate, own, establish install, host, provide, create facilitate, supply, sale, purchase, license, or otherwise deal in Internet portals, Internet networks, Media portals, Internet solutions, Internet gateways, Internet service providers, Website designing, Web based and Web enabled services and applications.

2. To enter into, execute and implement any arrangement, agreement, collaboration and joint venture with any concern, company, corporation, firm or individual in India or abroad for the purpose of carrying on any or all of the objects mentioned above.

3. To buy, sell, prepare, treat, repair, alter, manipulate exchange, hire, let on hire, import, export, dispose of and deal in all kinds of articles and provide all kinds of services which may be required for attaining any of the main objects which the company is authorized by its memorandum to carry on.

4. To enter into agreement, contract, arrangement or other dealings in the nature of technical, financial, marketing and managerial collaboration or otherwise with Indian or Foreign individuals, companies or other organisations including Government and Defence Establishments for carrying out all or any of the objects of the company.

5. To apply for tender, purchase or otherwise acquire any contracts, sub-contracts, rights, licenses and concessions for or in relation to the objects or business herein mentioned or any of them and to obtain, undertake, execute, carry out, dispose of or otherwise turn to account the same.

6. To pay for any rights or property acquired by the Company and to remunerate any person, firm or body corporate rendering services to the Company either by cash payment or by allotment to him or them of shares or securities of the Company as paid up in full or in part or otherwise.

7. To sell, exchange, mortgage, let on lease, grant licenses, easements, options and other rights over and in any other manner deal with or dispose of the whole or any part of the undertaking, property, assets, rights and effects of the Company for such consideration as may be thought fit and in particular for stocks, shares, whether fully or partly paid up or securities of any other Company.

8. To guarantee the performance of any contract or obligations and the payment of money (whether secured or unsecured) of any company, firm or person in any

case in which such guarantee may be considered likely to further the main objects of the Company or the interests of its shareholders.

9. Subject to provisions of the Companies Act, 2013 for the time being in force, to borrow or raise or secure the payment of money or to receive money on deposit at interest or otherwise, for any of the purposes of the Company and at such time or times as may be thought fit, by whatever means, either by promissory notes or by taking credits in or opening current accounts with any person or bank, financial institution or other entity and whether with or without security and in particular by the issue of bonds, debentures or debenture stock, convertible into shares of the Company at par or at a premium or at a discount and as security for any such money so borrowed, raised, received on any such debentures so issued, to mortgage, pledge or charge the whole or any part of the property and assets of the Company and to purchase, redeem or pay off any such securities, provided that the company shall not accept any deposits for the purpose of doing the business of banking as defined in Section 5 (b) of the Banking Regulations Act, 1949.

10. To invest and deal with the money of the Company, not immediately required, in immovable properties, shares, stocks, bonds, debentures, obligations or other securities of any company or in deposit accounts with banks or on the mortgage of immovable properties or in any other manner as may be determined by the Directors of the Company from time to time and to sell or vary all such investments and execute all assignments, transfers, receipts and documents that may be necessary in that behalf, subject to the provisions of the Companies Act, 2013.

11. To advance, deposit or lend money, either with or without security, and generally to such persons, firms, associations, trusts, corporations, or companies upon such terms and conditions as the Company may think fit. However, the company shall not do the business of Banking as defined in the Banking Regulations Act, 1949.

12. To make, draw, accept, endorse, discount, execute, negotiate and issue cheques, credit notes, bills of exchange, promissory notes, debentures, bill of lading, letters of credit and other negotiable or transferable instruments or securities, subject to the provisions of the Banking Regulations Act, 1949.

13. To pay out the funds of the Company either in cash, or fully paid shares or otherwise all expenses of all parties of and incidental to the promotion, formation and registration of the Company and the issue of its share capital and all preliminary expenses of whatever nature.

14. To apply for, purchase or by any other means acquire and protect, prolong and renew, whether in India or elsewhere, any trade-marks, patents, patent rights, brevets invention, licenses, protections, concessions and the like, conferring an

exclusive or non-exclusive or limited right to use any secret or otherwise information as to any invention which may seem capable or being used for any of the purposes of the company or which may appear likely to be advantageous or useful to the company or which may appear likely to be advantageous or useful to the company and to use, exercise, develop, turn to account and manufacture and to obtain any licenses in respect of the same and to spend money in experimenting upon and testing and improving or seeking to improve any patents, inventions, secrets or rights which the company may acquire or propose to acquire or be interested in as licences or otherwise and to put use the same.

15. To acquire, invest in, take over and to undertake all or any part of the business, property and liabilities of any person, firm or company carrying on or proposing to carry on any business which this company is authorised to carry on or possessed of property suitable for the purposes of the company.

16. To form, incorporate or promote any Company, whether in India or elsewhere, having amongst its or their objects the acquisition of all or any of the assets or control or development of the Company could directly or indirectly assist the Company and to pay all or any costs incurred in connection with any such promotion and to remunerate any person or company for services rendered in any manner the company deems fit.

17. To amalgamate with any other company and to enter into partnership or into any arrangements for sharing profits, union of interest, cooperation, joint venture, reciprocal concession or otherwise of any company, society, agency, person or entity and to lend money, to guarantee the contracts of or otherwise assist any such person or company and to place, take or otherwise acquire or be interested in hold, sell, deal and dispose of shares, debentures, negotiable instrument or any other securities of any such company, society, agency, person or entity.

18. To open accounts with any banks and to deposit moneys therein and to draw and endorse cheques on and to withdraw moneys from such accounts and generally operate upon the same (whether overdrawn or otherwise) as may be required for any of the objects or purposes of the Company.

19. To refer any dispute, claim or demand by or against the Company to arbitration and observe and perform the awards.

20. To take over, approve, adopt or ratify all steps taken and commitments made by the promoters for the proposed business of the Company prior to its incorporation or commencement of business.

21. To establish branches, offices or agencies anywhere in India or outside India for the purpose of enabling the Company to carry on its business, and to discontinue, if necessary at any time and reconstitute any such branches, offices or agencies.

22. To assist any company, financially or otherwise, or by issuing or guaranteeing the subscription and issue of capital, shares, stock, debentures or other securities and to hold and deal in shares, stock and securities of any Company, notwithstanding there may be any liability thereon.

23. To undertake and execute any trusts, the undertaking whereof may seem desirable either gratuitously or otherwise and/or make donations to any persons, company or association and to subscribe or guarantee money for any national, charitable, benevolent, educational, public or other useful object which may be the objects of the Company or beneficial to its shareholders or staff.

24. Subject to the provisions of the Companies Act, 2013 to distribute among the members in specie any property of the Company or any proceeds of sale or disposal of any property of the Company in the event of winding up.

25. To acquire, sell, dispose of or otherwise deal in all or any goods, properties, commodities or materials whether tangible or intangible and whether actionable claims, decrees, chooses in action or any other action in such properties as may be necessary in the ordinary course of business of the Company.

26. To act as contractors, suppliers, agents, importers and exporters for any Government or autonomous body or any firm, company or organisation in the public or private sector in furtherance of any of the objects of the Company.

27. To establish provide, maintain and conduct or otherwise subsidize research, laboratories and experimental workshops for scientific and technical research and experimentation, to undertake and carry on scientific and technical research, experiments and tests of all kinds, to promote studies and research, both scientific and technical, investigation and inventions and by providing, subsidizing and endowing or assisting laboratories, workshops, libraries, lectures, meetings and conference and by providing or contributing to the remuneration of scientific or technical or other personnel and by providing or contributing to the award of scholarships, prizes, grants to students or otherwise and generally to encourage, promote and reward studies, research, investigations, experiments test and inventions of any kind that may be considered likely to assist any business which the company is authorized to carry on and to acquire land for this and other research, development and experimental purposes.

28. To buy, sell, acquire, improve, manage, develop, exchange, lease, mortgage, dispose of or transfer lands, buildings, business, property and undertakings of the

Company or any part thereof with or without any consideration which the Company may deem fit to accept.

29. To fund, support, subscribe and donate to any charitable, social, education, scientific society and / or to give scholarships or monetary aid to any individual, society or club whether or not relating to the business of the Company.

30. To adopt such means of making known the business of the company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art and interests or publication of books and periodicals and by granting prizes, rewards and donations.

31. To carry on in India or any part of the world all incidental acts and things necessary for the attainment of any of the objects under these presents.

4. OBJECTS OF TRANSFEREE COMPANY

The objects of Transferee Company as provided in its Memorandum of Association are, inter alia, to:

1. To carry on the business of E-commerce service provider, E-commerce solutions, E- commerce platforms, E-commerce education, E-commerce technologies and E-business solutions and providing solutions and services related to Web-Technologies and E-commerce, including to design, develop, maintain, operate, own, establish, install, host, provide, create, facilitate, supply, sale, purchase, license or otherwise deal in Internet portals, Internet networks, Media Portals, Internet solutions, Internet gateways, Internet service providers, E-commerce, Web-site designing, Web based and Web enabled services and applications.

2. To carry on the business of facilitating information flow of financial services including on line financial services for consumer products such as mortgage loan, auto loan and other loans.

3. To provide or facilitate the information flow through online on capital issues, investments consultants, insurance schemes, pension schemes, Government Securities, Tax planning, retirement planning, and other related floated income instruments.

4. To acquire by purchase, lease, exchange or otherwise any movable or immovable property and any rights or privileges which the Company may deem necessary or convenient for the purpose of its main business.

5. To enter into partnership or into any arrangement for sharing profits, union of interest, joint venture, reciprocal concession or co-operation with persons or companies carrying on or engaged in the main business or transaction of this Company.

6. To import, buy, exchange, alter, improve and manipulate in all kinds of plants, machinery, apparatus, tools and things necessary of convenient for carrying on the main business of the Company.

7. To vest any movable or immovable property, rights or interests required by or received or belonging to the Company in any person or company on behalf of or for the benefit of the Company and with or without any declared trust in favour of the Company.

8. To purchase or otherwise acquire, build, carry out, equip, maintain, alter, improve, develop, manage, work, control and superintend any plants, warehouse, sheds, offices, shops, stores, buildings, machinery, apparatus, labour lines, and houses, warehouses, and such other works and conveniences necessary for carrying on the main business of the Company.

9. To undertake or promote scientific research relating to the main business or class of business of the Company.

10. To acquire and takeover the whole or any part of the business, goodwill, trade-marks properties and liabilities of any person or persons, firm, companies or undertakings either existing or new, engaged in or carrying on or proposing to carry on business this Company is authorised to carry on, possession of any property or rights suitable for the purpose of the Company and to pay for the same either in cash or in shares or partly in cash and partly in shares or otherwise.

11. To negotiate and enter into agreements and contracts with Indian and foreign individuals, companies, corporations and such other organisations for technical, financial or any other such assistance for carrying out all or any the main objects of the Company or for the purpose of activity research and development of manufacturing projects on the basis of know-how, financial participation or technical collaboration and acquire necessary formulas and patent rights for furthering the main objects of the Company.

12. Subject to Sections 391 to 394, 394A of the Companies Act 1956, to amalgamate with any other company of which all or any of their objects companies having similar to the objects of the Company in any manner whether with or without the liquidation.

13. Subject to any law for the time being in force, to undertake or take part in the formation, supervision or control of the business or operations of any person, firm, body corporate, association undertaking carrying on the main business of the Company.

14. To apply for, obtain, purchase or otherwise acquire and prolong and renew any patents, patent-rights, brevets, inventions, processes, scientific technical or other assistance, manufacturing processes know-how and other information, designs, patterns, copyrights, trade-marks, licenses concessions and the like rights or benefits, conferring an exclusive or non-exclusive or limited or unlimited right of use thereof, which may seem capable of being used for or in-connection with the main objects of the Company or the acquisition or use of which may seem calculated directly or indirectly to benefit the Company on payment of any fee royalty or other consideration and to use, exercise or develop the same under or grant licenses in respect thereof or otherwise deal with same and to spend money in experimenting upon testing or improving any such patents, inventions, right or concessions.

15. To apply for and obtain any order under any Act or Legislature, charter, privilege concession, license or authorisation of any Government, State or other Authority for enabling the Company to carry on any of its main objects into effect or for extending any of the powers of the Company or for effecting and modification of the constitution of the Company or for any other such purpose which may seem expedient and to oppose any proceedings or applications which may seem expedient or calculated directly or indirectly to prejudice the interest of the Company.

16. To enter into any arrangements with any Government or Authorities or any persons or companies that may seem conducive to the main objects of the Company or any of them and to obtain from any such Government, authority, person or company any rights, charters, contracts, licenses and concessions which the Company may think desirable to obtain and to carry out, exercise and comply therewith.

17. To procure the Company to be registered or recognised in or under the laws of any place outside India and to do all act necessary for carrying on in any foreign country for the business or profession of the Company.

18. To draw, make, accept, discount, execute and issue bills of exchange, promissory notes bills of lading, warrants, debentures and such other negotiable or transferable instruments, of all types or securities and to open Bank Accounts of any type and to operate the same in the ordinary course of the Company.

19. To advance money either with or without security, and to such persons and upon such terms and conditions as the Company may deem fit and also to invest and deal with the money of the Company not immediately required, in or upon such investments and in such manner as, from time to time, may be determined, provided that the Company shall not carry on the business of banking as provided in the Banking Regulations Act, 1949.

20. Subject to section 73, 74, 179, 180, 181, 185 & 186 of the Companies Act 2013 and the Regulations made thereunder and the Directions issued by the Reserve Bank of India, to receive money on deposit or loan and borrow or raise money in such manner and at such time or times as the Company thinks fit and in particular by the issue of debentures, debentures-stock, perpetual or otherwise and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the properties, or assets or revenues and profits of the Company both present and future, including its uncalled capital and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person or Company of any obligation undertaken by the Company or such other person or company to give the lenders the power to sale and such other powers as may seem expedient and purchase redeem or pay off any such securities.

21. To undertake and execute any trusts, the undertaking of which may seem to the Company desirable, either gratuitously or otherwise.

22. To establish, or promote or concur in establishing or promote any company for the purpose of acquiring all or any of the properties, rights and liabilities of the Company.

23. To sell, lease, mortgage, exchange, grant licenses and other rights improve, manage, develop and dispose of undertakings, investments, properties, assets and effects of the company or any part thereof for such consideration as may be expedient and in particular for any shares, stocks, debentures or other securities of any other such company having main objects altogether or in part similar to those of the Company.

24. Subject to the Provisions of Section 100 to 105 of the Companies Act 1956, to distribute among the members in specie or otherwise any property of the Company or any proceeds of sale or disposal of any property of the Company in the event of winding up.

25. To distribute as dividend or bonus among the member or to place to reserve or otherwise to apply, as the Company may, from time to time, determine any money received by way of premium on debentures issued at a premium by the Company and any money received in respect of forfeited shares, money arising from the

sale by the Company of forfeited shares subject to the provisions of Sec. 52 of the Companies Act, 2013.

26. To employ agents or experts to investigate and examine into the conditions, prospects value, character and circumstances of any business concerns and undertakings and generally of any assets properties or rights which the Company purpose to acquire.

27. To accept gifts, bequests, devisers or donations of any movable or immovable property or any right or interests therein from members or others.

28. To create any reserve fund, sinking fund, insurance fund or any other such special funds whether for depreciation, repairing, improving, research, extending or maintaining any of the properties of the Company or for any other such purpose conducive to the interest of the Company.

29. Subject to the provisions of Section 179, 180, 181, 182 & 183 of the Companies Act, 2013 to subscribe contribute, gift or donate any money, rights or assets for any national educational, religious, charitable, scientific, public, general or usual objects or to make gifts or donations of money or such other assets to any institutions, clubs, societies, associations, trusts, scientific research associations, funds, universities, college or any individual, body of individuals or bodies corporate.

30. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation, provident or gratuity funds for the benefit of and give of procure the giving of the donations, gratuities pensions, allowances, bonuses or emoluments of any persons who are or were at any time in the employment or service of the company or any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company or who are or were at any time Directors or officers of the Company or any other company as aforesaid and the wives, widows, families and dependents of any such persons and also to establish and subsidise and subscribe to any institutions, associations, club or funds calculated to be for the benefit of or advance aforesaid and make payments to or towards the insurance of any such persons as aforesaid and to do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.

31. To establish, for any of the main objects of the Company, branches or to establish any firm or firms at places in or outside India as the Company may deem expedient.

32. To pay for any property or rights acquired by or for any services rendered to the Company and in particular to remunerate any person, firm or company

introducing business to the company either in cash or fully or partly-paid up shares with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise or by any securities which the company has power to issue or by the grant of any rights or options or partly in one mode and partly in another and generally on such terms as the company may determine, subject to the provision of section 188 of the Companies Act 2013.

33. To pay out of the funds of the company all costs, charges and expenses of and incidental to the formation and registration of the company and any company promoted by the company and also all costs, charges, duties, impositions and expanses of and incidental to the acquisition by the company of any property or assets.

34. To send out to foreign countries, its director, employees or any other person or persons for investigation possibilities of main business or trade procuring and buying any machinery or establishing trade and business connections or for promoting the interests of the company and to pay all expenses incurred in the connection.

35. To compensate for loss of office of any Managing Director or Directors or other officers of the Company within the limitations prescribed under the Companies Act, 2013 or such other statute or rule having the force of law and to make payments to any person whose office of employment or duties may be determined by virtue of any transaction in which the Company is engaged.

36. To agree to refer to arbitration any dispute, present or future between the Company and any other company, firm, individual or any other body and to submit the same to arbitration in India or abroad either in accordance with Indian or any foreign system of law.

37. To appoint agents, sub-agents, dealers, managers canvassers, sales, representatives or salesmen for transacting all or any kind of the main business of which this Company is authorised to carry on and to constitute agencies of the Company in India or in any other country and establish depots and agencies in different parts of the world.

PART III – Merger of Transferor Company into and with the Transferee Company in accordance with Chapter XV of the Companies Act 2013

1. TRANSFER AND VESTING OF TRANSFEROR COMPANY INTO AND WITH THE TRANSFEREE COMPANY

1.1. Upon this Scheme becoming effective and with effect from the Appointed Date, all the assets and liabilities and the entire business of Transferor Company shall stand transferred to and vest in the Transferee Company, as a going concern, without any further act or deed, together with all its properties, assets, rights, benefits and interest therein, subject to the provisions of this Scheme, in accordance with Chapter XV of the Act and all applicable provisions of law if any, in accordance with the provisions contained herein.

1.2. Without prejudice to the generality of the above and to the extent applicable, unless otherwise stated herein, upon this Scheme becoming effective and with effect from the Appointed Date:

1.2.1. All assets of Transferor Company, that are movable in nature or incorporeal property or are otherwise capable of transfer by physical or constructive delivery and/or by endorsement and delivery or by vesting and recordal of whatsoever nature shall stand transferred and/or be deemed to be transferred to and vested in the Transferee Company and shall become the property and an integral part of 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, pursuant to this Scheme, as appropriate to the property being vested and title to the property shall be deemed to have been transferred accordingly.

1.2.2. All other movable properties of Transferor Company, including investments in shares and any other securities, sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with government, semi-government, local and other authorities and bodies, customers and other persons, shall without any further act, instrument or deed, become the property of the Transferee Company, and the same shall also be deemed to have been transferred by way of delivery of possession of the respective documents in this regard. It is hereby clarified that investments, if any, made by Transferor Company and all the rights, title and interest of the Transferor Company in any leasehold properties shall, pursuant to Section 232 of the Act and the provisions of this Scheme, without any further act or deed, be transferred to and vested in and/or be deemed to have been transferred to and vested in the Transferee Company.

1.2.3. All immovable properties of Transferor Company, including land together with the buildings and structures standing thereon and rights and interests in immovable properties of Transferor Company, whether freehold or leasehold or otherwise and all documents of title, rights and easements in relation thereto, shall be vested in and/or be deemed to have been vested in the Transferee Company, without any further act or deed done or being required to be done by Transferor Company and/or the Transferee Company. The Transferee Company shall be entitled to exercise all rights and privileges attached to the aforesaid immovable properties and shall be liable to pay the ground rent and taxes and fulfil all obligations in relation to or applicable to such immovable properties. The mutation or substitution of the title to the immovable properties shall, upon this Scheme becoming effective, be made and duly recorded in the name of the Transferee Company by the appropriate authorities pursuant to the sanction of this Scheme by the Competent Authority and upon the Scheme becoming effective in accordance with the terms hereof.

1.2.4. All contracts, deeds, bonds, agreements, schemes, arrangements and other instruments, permits, rights, entitlements, licenses (including the licenses granted by any governmental, statutory or regulatory bodies) for the purpose of carrying on the business of Transferor Company, and in relation thereto, and those relating to tenancies, privileges, powers, facilities of every kind and description of whatsoever nature in relation to Transferor Company or to the benefit of which, Transferor Company may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be and remain in full force and effect on, against or in favour of the Transferee Company and may be enforced as fully and effectually as if, instead of Transferor Company, the Transferee Company had been a party or beneficiary or obligor thereto. If the Transferee Company enters into and/or issues and/or executes deeds, writings or confirmations or enters into any tripartite arrangements, confirmations or novations, Transferor Company will, if necessary, also be party to such documents in order to give formal effect to the provisions of this Scheme, if so required. In relation to the same, any procedural requirements required to be fulfilled solely by the Transferor Company (and not by any of its successors), shall be fulfilled by the Transferee Company as if it is the duly constituted attorney of the Transferor Company.

1.2.5. Any pending suits/appeals or other proceedings of whatsoever nature relating to Transferor Company, whether by or against Transferor Company, shall not abate, be discontinued or in any way prejudicially affected by reason of the amalgamation of Transferor Company or of anything contained in this Scheme, but the proceedings shall continue and any prosecution shall be enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued, prosecuted and/or enforced by or against the Transferor Company as if this Scheme had not been implemented.

Any suit, appeal or other proceeding of whatever nature by or against Transferor Company is pending, shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against the Transferee Company, as the case may be, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against Transferor Company as if this Scheme had not been implemented.

The Transferee Company undertakes to pay all amounts including interest, penalties, damages and costs which Transferor Company may be called upon to pay or secure in respect of any liability of obligation relating to Transferor Company from the period starting on the Appointed Date up to the Effective Date, upon submission of necessary evidence by Transferor Company to the Transferee Company for making such payments.

1.2.6. All debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, whether provided for or not in the books of account or disclosed in the balance sheets of Transferor Company shall be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company, and the Transferee Company shall, and undertakes to meet, discharge and satisfy the same in terms of their respective terms and conditions, if any. It is hereby clarified that 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 liabilities have arisen, in order to give effect to the provisions of this Clause.

Where any of the liabilities and obligations attributed to Transferor Company on the Appointed Date have been discharged by Transferor Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on behalf of the Transferee Company.

1.2.7. All the employees of Transferor Company, who are on their payrolls shall become the employees of the Transferee Company, without any break or interruption in their services, on the same terms and conditions on which they are engaged as on the Effective Date. The Transferee Company further agrees that for the purpose of payment of any retirement benefit/compensation, such immediate uninterrupted past services with Transferor Company shall also be taken into account.With regard to provident fund, gratuity, leave encashment and any other special scheme or benefits created or existing for the benefit of such employees of Transferor Company, the Transferee Company shall stand substituted for Transferor Company for all purposes whatsoever, upon this Scheme becoming effective, including with regard to the obligation to make contributions to relevant authorities, such as the Regional Provident Fund Commissioner or to such other funds maintained by the Transferor Company in accordance with the provisions of applicable laws or otherwise. It is hereby clarified that upon this Scheme

becoming effective, the aforesaid benefits or schemes shall continue to be provided to the transferred employees and the services of all the transferred employees of Transferor Company for such purpose shall be treated as having been continuous.

1.2.8. With regard to any provident fund, gratuity fund, superannuation fund or other special fund created or existing for the benefit of such employees of Transferor Company, it is the aim and intent of the Scheme that all the rights, duties, powers and obligations of Transferor Company in relation to such schemes or funds shall become those of the Transferee Company. Upon the Scheme becoming effective, the Transferee Company shall stand substituted for Transferor Company for all purposes whatsoever relating to the obligation 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. Any existing provident fund, gratuity fund and superannuation fund trusts created by Transferor Company for its employees shall be continued for the benefit of such employees on the same terms and conditions until such time that they are transferred to the relevant funds of the Transferee Company. It is clarified that the services of all employees of Transferor Company transferred to the Transferee Company will be treated as having been continuous and uninterrupted for the purpose of the aforesaid schemes or funds.

1.2.9. The Transferee Company undertakes to continue to abide by any agreement(s)/settlement(s) if entered into, with any labour unions/employees by the Transferor Company. The Transferee Company agrees that for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits, the past services of such permanent employees, if any, with the Transferor Company, as the case may be, shall also be taken into account, and agrees and undertakes to pay the same as and when payable.

1.2.10. All registrations, goodwill, licenses, trademarks, service marks, copyrights, domain names, applications for copyrights, trade names and trademarks, appertaining to Transferor Company, if any, shall stand transferred to and vested in the Transferee Company.

1.2.11. All taxes (including but not limited to advance tax, tax deducted at source, minimum alternate tax credits, fringe benefit tax, banking cash transaction tax, securities transaction tax, taxes withheld/paid in a foreign country, value added tax, sales tax, service tax, goods and services tax, etc.) payable by or refundable to the Transferor Company, including all or any refunds or claims shall be treated as the tax liability or refunds/claims, as the case may be, of the Transferee Company, and any tax incentives, advantages, privileges, exemptions, credits, holidays, remissions, reductions etc., as would have been available to the Transferor Company shall pursuant to this Scheme becoming effective, be available to the Transferee Company.

1.2.12. All approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses (including the licenses granted by any governmental, statutory or regulatory bodies for the purpose of carrying on its business or in connection therewith), and certificates of every kind and description whatsoever in relation to Transferor Company or to the benefit of which the Transferor Company may be eligible/entitled, and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect in favour of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligor thereto. It is hereby clarified that if the consent of any third party or authority is required to give effect to the provisions of this Clause, the said third party or authority 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 Competent Authority, and upon this Scheme becoming effective in accordance with the terms hereof. For this purpose, the Transferee Company shall file appropriate applications/ documents with relevant authorities concerned for information and record purposes.

1.2.13. Benefits of any and all corporate approvals as may have already been taken by the Transferor Company, whether being compliances or otherwise, including without limitation approvals under Sections 42, 62(1)(a), 180, 185, 186, 188 etc., of the Act, read with the rules and regulations made thereunder, shall stand transferred to the Transferee Company and the said corporate approvals and compliances shall be deemed to have been taken/complied with by the Transferee Company.

1.2.14. All estates, assets, rights, title, interests and authorities accrued to and/or acquired by the Transferor Company shall be deemed to have been accrued to and/or acquired for and on behalf of the Transferee Company and shall, upon this Scheme coming into effect, pursuant to the provisions of Section 232 and other applicable provisions of the Act, without any further act, instrument or deed be and stand transferred to or vested in and/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.

1.2.15. All bank accounts operated or entitled to be operated by the Transferor Company shall be deemed to have transferred and shall stand transferred to the Transferee Company and names of Transferor Company shall be substituted by the name of the Transferee Company in the bank's records.

1.3. Transferor Company and/or the Transferee Company as the case may be, shall, at any time after this Scheme becoming effective in accordance with the provisions hereof, if so required under any law or otherwise, 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. It is hereby

clarified that if the consent of any third party or authority, if any, is required to give effect to the provisions of this Clause, the said third party or authority 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 Competent Authority, and upon this Scheme becoming effective in accordance with the provisions of the Act and with the terms hereof. For this purpose, the Transferee Company shall file appropriate applications/documents with relevant authorities concerned for information and record purposes. 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 and to carry out or perform all such acts, formalities or compliances referred to above as may be required in this regard.

CONDUCT OF BUSINESS UNTIL EFFECTIVE DATE

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

1.4.1. Transferor Company undertakes to carry on and shall be deemed to have carried on the business activities of Transferor Company and stand possessed of the properties and assets of the Transferor Company, for and on account of and in trust for the Transferee Company;

1.4.2. Transferor Company shall be deemed to have been carrying on and shall carry on its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all its properties and assets pertaining to the business and undertaking of Transferor Company for and on account of and in trust for the Transferee Company. The Transferor Company hereby undertakes to hold the said assets with utmost prudence until the Effective Date;

1.4.3. All the profits or income accruing or arising to the Transferor Company and all taxes paid thereon (including but not limited to advance tax, tax deducted at source, minimum alternate tax, fringe benefit tax, banking cash transaction tax, securities transaction tax, taxes withheld/paid in a foreign country, value added tax, sales tax, service tax, goods and services tax, etc.) or expenditure or losses arising or incurred or suffered by the Transferor Company pertaining to the business and undertaking of Transferor Company shall for all purposes be treated and be deemed to be and accrue as the income or profits or losses or expenditure as the case may be of the Transferee Company;

1.4.4. Transferor Company shall not vary the terms and conditions of employment of any of the employees except in the ordinary course of business or without the prior consent of the Transferee Company or pursuant to any pre-existing obligation undertaken by the Transferor Company as the case may be;

1.4.5. Except by mutual consent of the Boards of Directors of the Transferor Company and the Transferee Company, or except pursuant to any prior commitment,

obligation or arrangement existing or undertaken by the Transferor Company and/or the Transferee Company as on the Appointed Date, or except as contemplated in this Scheme, pending sanction of this Scheme, the Transferor Company and/or the Transferee Company shall not make any change in their capital structures either by way of any increase (by issue of equity shares, bonus shares, convertible debentures or otherwise), decrease, reduction, reclassification, sub-division or consolidation, re-organisation or in any other manner, which would have the effect of re-organisation of capital of such company(ies);

1.4.6. Transferor Company shall not alter or substantially expand the business except with the written concurrence of the Transferee Company; and

1.4.7. Since each of the permissions, approvals, consents, sanctions, remissions, special reservations, backward area sales tax remissions, holidays, incentives, concessions and other authorisations of the Transferor Company shall stand transferred by the order of the Competent Authority, to the Transferee Company, Transferee Company shall file the relevant intimations, for the record of the statutory authorities who shall take them on file, pursuant to the vesting orders of the Competent Authority.

1.5. With effect from the Effective Date, the Transferee Company shall carry on and shall be authorised to carry on the respective businesses of Transferor Company.

1.6. For the purpose of giving effect to the order passed under Chapter XV and other applicable provisions of the Act in respect of this Scheme by the Competent Authority, the Transferee Company shall, at any time, pursuant to the order on this Scheme, be entitled to get the recordal of the change in the legal right(s) upon the transfer of Transferor Company in accordance with the provisions of Chapter XV of the Act. The Transferee Company is and shall always be deemed to have been authorised to execute any pleadings, applications, forms etc., as may be required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of this Scheme, pursuant to the sanction of this Scheme by the Competent Authority.

1.7. Upon this Scheme becoming effective, the Transferee Company, unconditionally and irrevocably, agrees and undertakes to pay, discharge and satisfy all liabilities and obligations of the Transferor Company with effect from the Appointed Date, in order to give effect to the foregoing provisions.

1.8. All profits accruing to the Transferor Company and all taxes thereof or losses arising or incurred by it relating to Transferee Company shall, for all purposes be treated as the profits, taxes or losses as the case may be of the Transferee Company.

1.9. Upon the coming into effect of this Scheme, the resolutions, if any, of the Transferor Company, which are valid and subsisting on the Effective Date shall continue to be

valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have upper monetary or other limits being imposed under the provisions of the Act, or any other applicable provisions, then such limits shall be added and shall constitute the aggregate of such limits in the Transferee Company.

2. DISSOLUTION OF TRANSFEROR COMPANY

On the Scheme becoming effective, the Transferor Company shall stand dissolved without being wound-up, without any further act or deed.

3. PAYMENT OF CONSIDERATION AND ISSUANCE MECHANICS

3.1. Upon this Scheme becoming effective, and in consideration for the transfer of and vesting of all the properties, assets and liabilities of the Transferor Company into the Transferee Company, Transferee Company shall without any further application, act, instrument or deed, issue and allot to the shareholders of the Transferor Company whose name appear in the Register of Members on the Record Date or their respective heirs, executors, administrators or legal representatives or the successors in title (except for the shares held by the Transferee Company in the Transferor Company) as may be recognised by Board of Directors of the Transferor Company, shares in the share capital of the Transferee Company, on a proportionate basis, which shall be equity shares of Rs. 10/- each, credited as fully paid-up in lieu of shares held by them in the share capital of the Transferor Company up to the extent indicated below, in the following ratio:

3.1.1. 1 (One) equity share of face value of Rs. 10/- (Rupees Ten only) to each shareholder of Transferor Company as on the Record Date (except for the shares held by the Transferee Company in the Transferor Company) shall be issued and credited as fully paid-up in the Transferee Company.

3.1.2. No fractional shares, certificates or credits shall be issued or given by the Transferee Company in respect of the fractional entitlements, if any, to which the shareholders of the Transferor Company are entitled on the issue and allotment of equity shares by the Transferee Company in accordance with this Scheme. Fractional entitlements, if any arising shall be rounded up to the nearest integer.

3.1.3. All equity shares issued pursuant to this Scheme will be governed by the same terms and shall rank pari-passu with respect to other equity shares.

3.1.4. The share swap ratio as stated in Clause 3.1.1 has been determined by the Board of Directors of the Transferor Company and the Transferee Company based on the swap exchange ratio report provided by **Shri Chander Sawhney** as on **25th January 2022**.

3.1.5. The Transferee Company shall, if and to the extent required, apply for and obtain any approvals from or notify to the relevant authorities for the issue and allotment

by the Transferee Company of equity shares to the members of the Transferor Company pursuant to the Scheme.

3.2. With effect from the Appointed Date and before the Effective Date, the Transferee Company will have no restriction and can at its own discretion but after obtaining written consent from the shareholders of the Transferor Company, raise funds through issuance and allotment of fresh equity shares/ preference shares/ debentures in accordance with the provisions of the Act.

3.3. The issue and allotment of equity shares being issued and allotted to the shareholders of Transferor Company pursuant to clause 3.1 is an integral part hereof and shall be deemed to have been carried out pursuant to the Act.

3.4. The shares or the share certificates of the Transferor Company shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled and be of no effect on and from the Record Date without any necessity of them being surrendered to the Transferee Company.

4. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEROR COMPANY

Upon the Scheme coming into effect and pursuant to the provisions of the Act and receipt of relevant approvals, the Transferor Company will dissolve without winding up and no specific accounting is prescribed in the accounting standards specified under section 133 of the Act for such transfer.

5. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEREE COMPANY

5.1. Pursuant to Part III of the Scheme coming into effect on the Effective Date with effect from the Appointed Date, the Transferee Company shall account for the amalgamation of Transferor Company in its books of accounts in accordance with the "pooling of interest method of accounting" and the accounting treatment shall be in compliance with Accounting Standard 14 – Accounting for Amalgamations, issued by The Institute of Chartered Accountants of India:

5.1.1. Upon coming into effect of this Scheme, the Transferee Company with effect from the Appointed Date, shall record all the assets, liabilities, reserves and balance in profit and loss account of Transferor Company vested in it pursuant to this Scheme, at the respective book values as appearing in the books of accounts on the Appointed Date.

5.1.2. The Transferee Company shall aggregate all the reserves (general reserves, free reserves, capital reserves, securities premium or reserves of any nature), if any, vested in it pursuant to the amalgamation of the Transferor Company at the respective book values as specified in the books of accounts of the Transferor Company and continue to treat them as such in its books of accounts.

5.1.3. Any inter-company deposits, loans, advances, balances, investments, guarantee, etc. between the Transferor Company and the Transferee Company, if any, as appearing in their respective books of accounts as on the Appointed Date shall stand cancelled.

5.1.4. Any inter-company investment(s) in the books of Transferor Company and Transferee Company, representing equity shares, both of Transferor Company and Transferee Company will stand cancelled and no shares or consideration shall be issued by the Transferee Company in respect of such cancelled shares.

5.1.5. The Transferee Company shall issue and allot its equity shares to the shareholders of Transferor Company in accordance with Clause 3.1.1 and Clause 3.1.2 of this Scheme and credit the face value of such equity shares to its equity share capital account.

5.1.6. The surplus, if any, between the book value of assets and the book values of the liabilities, reserves and surplus, if any, of the Transferor Company as on the Appointed Date taken over by the Transferee Company as per Clause 5.1.1 above and cancellation of inter-company deposits, loans, advances, balances, investments, guarantee, etc. in Clause 5.1.3 above of the Scheme and the credit to the issued and paid up equity share capital of the Transferee Company as per Clause 3.1.1 of Part III of this Scheme, shall be, credited to Capital Reserve. The deficit, if any, shall be adjusted against the revenue reserve of the Transferee Company.

5.1.7. Any matter not dealt with in this Clause 5.1 of above shall be dealt with in accordance with the applicable accounting standards and in accordance with the Applicable Generally Accepted Accounting Principles followed by the Transferee Company on the Effective Date.

5.2. In case of any difference in the accounting policy between the Transferor Company and the Transferee Company, the impact of the same till the Appointed Date will be quantified and adjusted in the reserves of the Transferee Company to ensure that the

financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

PART IV – General terms and conditions applicable

GENERAL TERMS AND CONDITIONS

1. PROVISIONS APPLICABLE TO PART III

1.1 Upon the sanction of this Scheme and upon this Scheme becoming effective, the following shall be deemed to have occurred on the Appointed Date and become effective and operative:

(a) amalgamation of Transferor Company into the Transferee Company in accordance with Part III of the Scheme;

2. COMPLIANCE WITH LAWS

2.1 This Scheme is presented and drawn up to comply with the provisions/requirements of Chapter XV of the Act, for the purpose of the amalgamation of Transferor Company with the Transferee Company.

2.2 This Scheme has been drawn up to comply with the conditions relating to "amalgamation" as specified under the tax laws, including Section 2 (1B) and other relevant sections of the Income Tax Act, 1961. 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 aforesaid provisions of the Income Tax Act, 1961 shall prevail. The Scheme shall then stand modified to the extent deemed necessary to comply with the said provisions. Such modification will however not affect other parts of the Scheme. The power to make such amendments as may become necessary shall vest with the Board of Directors of the Restructured Companies, which power shall be exercised reasonably in the best interests of the companies concerned and their stakeholders.

2.3 Upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise its financial statements and returns along with prescribed forms, filings and annexures under the Income Tax Act, 1961 (including for minimum alternate tax purposes and tax benefits), goods and service tax law and other tax laws, and to claim refunds and/or credits for taxes paid (including but not limited to minimum alternate tax, tax deducted at source, tax collected at source), and to claim tax benefits under the Income Tax Act, 1961 etc. and for matters incidental thereto, if required to give effect to the provisions of this

Scheme. The order of National Company Law Tribunal permitting Transferee Company to revise its financial statements and books of accounts shall be sufficient and no further act shall be required to be undertaken by the Transferee Company.

3. CONSEQUENTIAL MATTERS RELATING TO TAX

3.1 Upon the Scheme becoming effective, any advance tax, self-assessment tax, minimum alternate tax and/or TDS credit available or vested with Transferor Company, including any taxes paid and taxes deducted at source and deposited by the Transferee Company on inter se transactions during the period between the Appointed Date and the Effective Date shall be treated as advance tax paid by the Transferee Company and shall be available to the Transferee Company for set-off against its liability under the Income Tax Act, 1961 and any excess tax so paid shall be eligible for refund together with interest. Any TDS certificates issued by the Transferee Company to, or for the benefit of, Transferor Company under the Income Tax Act, 1961 with respect to the inter se transactions would be available to the Transferee Company to seek refund from the tax authorities in compliance with law. Further, TDS deposited, TDS certificates issued or TDS returns filed by the Transferor Company on transactions other than inter se transactions during the period between the Appointed Date and the Effective Date shall continue to hold good as if such TDS amounts were deposited, TDS certificates were issued and TDS returns were filed by the Transferee Company. Any TDS deducted by, or on behalf of, the Transferee Company on inter se transactions will be treated as advance tax deposited by the Transferee Company.

3.2 The Transferee Company is also expressly permitted to claim refunds, credits, including restoration of input CENVAT credit, Goods and Service Tax credit, tax deduction in respect of nullifying of any transaction between or amongst Transferor Company and the Transferee Company, provided that upon the Scheme becoming effective, the Transferee Company is also expressly permitted to revise its income-tax returns, withholding tax returns, sales tax returns, excise & CENVAT returns, goods and service tax returns, other tax returns, to obtain TDS certificates, including TDS certificates relating to transactions between or amongst Transferor Company and the Transferee Company, and to claim refunds, advance tax, and withholding tax credits, etc., pursuant to the provisions of this Scheme.

3.3 All tax assessment proceedings/appeals of whatsoever nature by or against Transferor Company pending and/or arising at the Appointed Date and relating to

Transferor Company shall be continued and/or enforced until the Effective Date by the Transferor Company. In the event of the Transferor Company failing to continue or enforce any proceeding/appeal, the same may be continued or enforced by the Transferee Company, at the cost of the Transferee Company. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company.

3.4 Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of Transferor Company with the Transferee Company or anything contained in the Scheme.

In accordance with the Cenvat Credit Rules framed under Central Excise Act, 1944, as are prevalent on the Effective Date, the unutilised credits relating to excise duties paid on inputs/capital goods/input services lying in the accounts of Transferor Company shall be permitted to be transferred to the credit of the Transferee Company, as if all such unutilised credits were lying to the account of the Transferee Company. The Transferee Company shall accordingly be entitled to set off all such unutilised credits against the excise duty/service tax payable by it.

4. SAVING OF CONCLUDED TRANSACTIONS

The transfer of properties and liabilities and the continuance of proceedings by or against the Transferor Company under Clause 1.2.5 of Part III of the Scheme above shall not affect any transaction or proceedings already concluded by the Transferor Company on and after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of the Transferee Company.

5. DIVIDENDS

5.1 The Transferor Company and the Transferee Company shall be entitled to declare and pay dividends, whether interim and/or final, to their respective shareholders prior to the Effective Date.

5.2 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 of the Transferor Company and the Transferee Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Board of Directors of the Transferor Company and the Transferee Company, and if applicable in accordance with the provisions of the Act, be subject to the approval of the shareholders of each of the Transferor Company and the Transferee Company.

INTERPRETATION

5.3 Though this Scheme shall become effective from the Effective Date, the provisions of this Scheme shall be applicable and come into operation from the Appointed Date for Part III and Part IV of the Scheme.

5.4 If any terms or provisions of this Scheme are found to be or interpreted to be inconsistent with any provisions of applicable law 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 provisions of the applicable law shall prevail. Subject to obtaining the sanction of the Competent Authority, if necessary, this 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 this Scheme. Notwithstanding the other provisions of this Scheme, the power to make such amendments/modifications as may become necessary, whether before or after the Effective Date, shall, subject to obtaining the sanction of the Competent Authority, if necessary, vest with the Board of Directors of the Transferor Company and the Transferee Company, which power shall be exercised reasonably in the best interests of the Transferor Company and the Transferee Company and their respective shareholders.

6. APPLICATION TO THE COMPETENT AUTHORITY

6.1 The Transferor Company and the Transferee Company shall as may be required make necessary applications and/or petitions to the Competent Authority under Chapter XV of the Act along with the applicable provisions of the Act or rules thereunder, seeking orders for dispensing with or convening, holding and conducting of the meetings of members and for sanction of this Scheme with such modification as may be approved by the Competent Authority and all matters ancillary or incidental thereto.

6.2 Upon this Scheme being approved by the requisite majority of the shareholders of the Transferor Company and the Transferee Company respectively (wherever

required), the Transferor Company and the Transferee Company shall, with all reasonable dispatch, file respective petitions before the Competent Authority for sanction of this Scheme under Chapter XV of the Act along with applicable provisions of the Act or rules thereunder, and for such other order or orders, as the Competent Authority may deem fit for putting this Scheme into effect.

6.3 Upon this Scheme becoming effective, the shareholders of the Transferee Company shall be deemed to have also accorded their approval under all relevant provisions of the Act for giving effect to the provisions contained in this Scheme.

7. MODIFICATION OR AMENDMENTS TO THE SCHEME

7.1 Subject to the approval of the Competent Authority, the Restructured Companies, acting through their respective Boards of Directors, may assent to/make and/or consent to any modifications/amendments to the Scheme or to any conditions or limitations that the Competent Authority under law may deem fit to direct or impose, or which may otherwise be considered necessary, desirable or appropriate as a result of subsequent events or otherwise by them (i.e., the Board of Directors). The Restructured Companies, acting through their respective Boards of Directors, be and are hereby authorised to take such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whatsoever for carrying the Scheme into effect, whether by reason of any orders of the Competent Authority 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.

7.2 The Restructured Companies, acting through their respective Boards of Directors, shall be at liberty to withdraw from this Scheme in case any condition or alteration imposed by the Competent Authority or any other authority is not on terms acceptable to them. Transferor Company shall be free to withdraw from the Scheme if any part of this Scheme is found to be unworkable or unfeasible for any reason whatsoever, this shall not, subject to the decision of the Transferor Company affect the validity or implementation of the other parts and/or provisions of this Scheme. In the event a part of this Scheme is found unworkable or unfeasible and the Transferor Company decides to implement the remaining part of this Scheme, to the extent it is unworkable or unfeasible, shall become null and void and no rights or liabilities whatsoever shall accrue to, or be incurred inter se by, the parties or their respective stakeholders or any other persons with respect to such part of the Scheme.

7.3 Except as otherwise expressly provided in this Scheme, the Restructured Companies shall pay their respective costs, expenses, charges, fees, taxes, duties, levies and other incidental expenses arising out of or incurred in connection with the filing, approval and/or implementation of this Scheme. Upon this Scheme becoming effective all costs, expenses, charges, fees, taxes, duties, levies and other incidental expenses arising out of or incurred in connection with the filing, approval and/or implementing of this Scheme (save as expressly otherwise agreed) by the Transferor Company shall be borne solely by the Transferee Company.

7.4 In the event of any inconsistency between any of the terms and conditions of any earlier arrangement between the Transferor Company and the Transferee Company and their respective shareholders, and the terms and conditions of this Scheme, the latter shall prevail.

7.5 If any part of this Scheme is invalid, ruled illegal or rejected by any court of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the parties that such part shall be severable from the remainder of this Scheme and this Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party, in which case the Restructured Companies, acting through their respective Boards of Directors, shall attempt to bring about a modification in this Scheme, as will best preserve for the parties, the benefits and obligations of this Scheme, including but not limited to such part, which is invalid, ruled illegal or rejected by any court of competent jurisdiction, or unenforceable under present or future laws.

7.6 The Transferor Company and the Transferee Company shall make necessary applications before the Competent Authority for sanction of this Scheme and any dispute arising out of this Scheme shall be subject to the jurisdiction of the Competent Authority.

8. CONDITIONALITY TO EFFECTIVENESS OF THE SCHEME

8.1 Subject to the provisions of this Scheme, this Scheme shall become effective on the last of the following dates ("**Effective Date**"):

(a) the Scheme being approved by the requisite majorities in number and value of such classes of persons including the respective members of the Transferor Company and the Transferee Company as may be directed by the Competent Authority;

(b) the sanction of the National Company Law Tribunal, Bangalore Bench under the applicable provisions of the Act in favour of the Transferor Company and the Transferee Company by passing the necessary order;

(c) certified or authenticated scanned copy of the order of the Competent Authority sanctioning the Scheme being filed with the Registrar of Company, by the Transferor Company and the Transferee Company, as may be applicable.

9. COSTS, CHARGES & EXPENSES

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferor Company and the Transferee Company arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto shall be borne by the Transferee Company.

10. RESIDUAL

10.1 Upon this Scheme becoming effective, the Transferee Company shall be entitled to operate all bank accounts, cash and deposits relating to the Transferor Company, realize all monies and complete and enforce all pending contracts and transactions in respect of the Transferor Company in the name of the Transferor Company to the extent necessary.

10.2 Upon this Scheme becoming effective, the Transferee Company shall be entitled to occupy and use all premises, whether owned, leased or licensed, relating to the Transferor Company until the transfer of the rights and obligations of the Transferor Company to the Transferee Company under this Scheme is formally accepted by the parties concerned.

10.3 Upon this Scheme becoming effective, the Transferee Company shall be entitled to rely on, use and operate on the basis of all licenses, consents and approvals, in the name of the Transferor Company to the extent necessary.