

SCHEME OF AMALGAMATION

OF

KUNAL PLASTICS PRIVATE LIMITED

("Transferor Company")

WITH

ECOPLAST LIMITED

("Transferee Company")

AND

THEIR RESPECTIVE SHAREHOLDERS

**UNDER SECTIONS 230 TO 232 AND ANY OTHER APPLICABLE PROVISIONS OF
THE COMPANIES ACT, 2013 AND RULES & REGULATIONS FRAMED
THEREUNDER**

A. PREAMBLE

1. This Scheme (as defined hereinafter), is presented under sections 230 to 232 and other applicable provisions of the Companies Act, 2013, rules and regulations including any statutory modifications or re-enactments made thereunder and amendments thereof, for amalgamation of Kunal Plastics Private Limited (the "Transferor Company" or "KPPL") with Ecoplast Limited (the "Transferee Company" or "Ecoplast").
2. The Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

B. DESCRIPTION OF THE COMPANIES

1. **Kunal Plastics Private Limited** (the "Transferor Company" or "KPPL") is a private company, limited by shares, incorporated under the provisions of erstwhile Companies Act, 1956 on 26th December, 1983 and having its registered office at 401, Ashiyana Appt No. 7, Tithal Road, Tithal, Valsad, Gujarat - 396001, India. The Corporate Identification Number of the Transferor Company is U25209GJ1983PTC156834. The Transferor Company was originally incorporated as a private limited company in the State of Maharashtra. Subsequently, the registered office of the Transferor Company was shifted from the State of Maharashtra to Gujarat with effect from November 11, 2024. It is engaged in the business of manufacturing, processing and marketing of co-extruded plastic film, mono films,



laminates, sheets, moulded and extruded products, printed bags and tubings for packaging, industrial, agricultural and consumer applications.

2. **Ecoplast Limited** (the “**Transferee Company**” or “**Ecoplast**”), is a listed public company, incorporated under the provisions of the erstwhile Companies Act, 1956 on 07th May, 1981 and having its registered office at N H Road No. 8, Water Works Cross Road, Abrama, Valsad, Gujarat - 396001, India. The Corporate Identification Number of the Transferee Company is L25200GJ1981PLC004375. The Transferee Company was originally incorporated as a private limited company in the name of Ecoplast Private Limited in the State of Gujarat. Upon conversion of the Transferee Company from private limited company to public limited company, the name of the Transferee Company was changed to Ecoplast Limited with effect from 11th July, 1994. It is engaged in the business of manufacturing, processing and marketing of Co-extruded Plastic Film for packaging, industrial and other specialty applications. The equity shares of the Transferee Company are listed on BSE Limited (“BSE” or the “Stock Exchange”).

C. RATIONALE OF THE SCHEME

The proposed amalgamation of Transferor Company with the Transferee Company would result in the following benefits:

- The Transferor Company and the Transferee Company are part of the same promoter group and are engaged in similar line of business and the proposed amalgamation pursuant to this Scheme will create synergies amongst the business;
- The proposed amalgamation will result in a simplification of the existing group structure and eliminate administrative duplications, consequently reducing the administrative costs of maintaining separate companies, reduction in overheads including administrative, managerial costs, while reducing multiple legal and regulatory compliances;
- Providing an opportunity to leverage combined assets, capabilities, experience, expertise, infrastructure of both companies enabling optimum utilization of existing resources and economies of scale;
- Improved cash flows and more efficient utilization of capital, human resources and infrastructure to create a stronger base for future growth, enhance future business potential, and achieve greater efficiencies, productivity gains and advantages by pooling of resources of the group companies thereby significantly contributing to future growth and maximizing shareholder’s value;
- There is no likelihood that any creditor of the Transferor Company or the Transferee Company will be prejudiced as a result of the Scheme. The Scheme will neither impose any additional burden on the shareholders or creditors of the Transferor Company, nor will it adversely affect the interests of any of the shareholders or creditors of the Transferor Company and Transferee Company. Further, the Scheme is only for the



amalgamation of the Transferor Company with the Transferee Company and is not an arrangement with the creditors of any of the entities involved.

D. PARTS OF THE SCHEME

The Scheme is divided into following parts:

- (i) **Part A** deals with Definitions and Share Capital;
- (ii) **Part B** deals with the amalgamation of the Transferor Company with the Transferee Company and matters ancillary and incidental thereto;
- (iii) **Part C** deals with general terms and conditions that would be applicable to the Scheme.



PART - A
DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

In this Scheme, unless inconsistent with the subject or context, the following expressions shall have the meanings respectively assigned against them:

- 1.1. **"Act" or "the Act"** means the Companies Act, 2013, as applicable, and rules and regulations made there under and shall include any statutory modifications, amendments or re-enactment thereof for the time being in force;
- 1.2. **"Applicable Laws"** means (a) all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines or policies of any applicable country and/ or jurisdiction enacted or issued by any Appropriate Authority; (b) administrative interpretation, writ, injunction, directions, directives, ordinance, instructions, judgment, arbitral award, decree, orders or approvals of, or agreements with, any Appropriate Authority or recognized stock exchange;
- 1.3. **"Appointed Date"** means the opening of business hours on 01 April 2025 or such other date, as may be approved by the Hon'ble NCLT and which is acceptable to the Board of the Directors of the Companies;
- 1.4. **"Appropriate Authority"** means any applicable central, state or local government, legislative body, regulatory, administrative or statutory authority, or judicial body or authority, including but not limited to, Registrar of Companies, Regional Director, Official Liquidator, Securities and Exchange Board of India, Stock Exchange and the Hon'ble National Company Law Tribunal;
- 1.5. **"Board of Directors" or "Board"** in relation to the Transferor Company and Transferee Company, as the case may be, means the Board of Directors of such companies, and shall include a committee, if any, duly constituted and authorised thereof for the purpose of matters pertaining to the merger, this Scheme and/or any other consequential or incidental matter in relation thereto;
- 1.6. **"Effective Date"** means last of the dates on which the conditions and matters referred to in Clause 17 hereof are complied with or otherwise duly waived;

Any references in the Scheme to the date of **"coming into effect of this Scheme"** or **"effectiveness of this Scheme"** or **"Scheme taking effect"** shall mean the Effective Date;



- 1.7. **"Encumbrance"** means and includes without limitation any options, pledge, mortgage, lien, hypothecation, security, interest, claim, charge, pre-emptive right, easement, limitation, attachment, restraint or any other encumbrance of any kind or nature whatsoever, and the terms **"Encumbered"**, **"Encumber"** shall be construed accordingly;
- 1.8. **"Governmental Authority"** means any applicable central, state or local government (including Municipality, Municipal Corporation), statutory, legislative, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction, exercising powers conferred by Applicable Law in India;
- 1.9. **"IT Act"** means the Income-tax Act, 1961 and the rules, regulations, circulars, notifications and orders issued thereunder including any statutory modifications, re-enactments or amendments thereof for the time being in force;
- 1.10. **"NCLT"** means the Hon'ble National Company Law Tribunal, Bench at Gujarat having jurisdiction in relation to the Transferor Company and the Transferee Company as constituted and authorized as per the provisions of the Act for approving any scheme of arrangement, compromise or reconstruction of Companies under Sections 230 to 232 and other applicable provisions of the Act and shall include, if applicable, such other forum or authority as may be vested with the powers of a Tribunal for the purposes of Sections 230 to 232 and other applicable provisions of the Act, as may be applicable;
- 1.11. **"Parties"** shall mean collectively the Transferor Company and the Transferee Company, and **"Party"** shall mean each of them individually;
- 1.12. **"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 to whom the equity shares of the Transferee Company shall be allotted pursuant to this Scheme;
- 1.13. **"Registrar of Companies" or "RoC"** means the Registrar of Companies located at Gujarat having jurisdiction over the Transferor Company and the Transferee Company;
- 1.14. **"Scheme" or "the Scheme" or "this Scheme"** means this Scheme of amalgamation in its present form or with any modifications approved or imposed or directed by the Board of Directors of the Transferor Company and the Transferee Company or by the Hon'ble NCLT or any other relevant Appropriate Authority;
- 1.15. **"SEBI"** means the Securities and Exchange Board of India;



- 1.16. **"SEBI LODR"** means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time;
- 1.17. **"SEBI Scheme Circular"** means the master circular No. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated 20th June, 2023, issued by SEBI on (i) Scheme of Arrangement by Listed Entities and (ii) Relaxation under sub-rule (7) of rule 19 of the Securities Contracts (Regulation) Rules, 1957, as amended from time to time;
- 1.18. **"Stock Exchange"** means the BSE Limited ("BSE");
- 1.19. **"Taxation"** (including with correlative meaning, the terms **"Tax"** and **"Taxes"**) means any and all taxes (direct or indirect), surcharges, cess, duties, impositions imposed by any Governmental Authority, including without limitation taxes based upon or measured by gross receipts, income, profits, sales and value added, withholding, payroll, excise and property taxes, Income-tax, Goods & Services Tax ("**GST**"), Stamp Duty, registration fees, together with all interest, penalties with respect to such amounts;
- 1.20. **"Transferee Company"** means Ecoplast Limited, a listed public company, limited by shares, incorporated under the provisions of the erstwhile Companies Act, 1956 on 07th May, 1981 and having its registered office at N H Road No. 8, Water Works Cross Road, Abrama, Valsad, Gujarat - 396001, India. The Corporate Identification Number of the Transferee Company is L25200GJ1981PLC004375;
- 1.21. **"Transferor Company"** means Kunal Plastics Private Limited, a private company, limited by shares, incorporated under the provisions of erstwhile Companies Act, 1956 on 26th December, 1983 and having its registered office at 401, Ashiyana Appt No. 7, Tithal Road, Tithal, Valsad, Gujarat - 396001, India. The Corporate Identification Number of the Transferor Company is U25209GJ1983PTC156834;
- 1.22. **"Undertaking"** means the entire business and whole of the undertaking of the Transferor Company, as a going concern, all its assets, rights, licenses and powers, and all its debts, outstanding, liabilities, duties, obligations and employees as on the Appointed Date including, but not limited to, the following:
- 1.22.1. All the assets and properties (whether moveable or immovable, tangible or intangible, real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent) of the Transferor Company, including but not limited to land (whether leasehold or freehold), buildings and structures and other premises, offices and other equipment, computers, equipment, stock-in-trade, capital work in progress, business commercial rights, sundry debtors, furniture, fixtures, interiors, office equipment, vehicles, appliances, trade



investments and investments of all other kinds including shares or other securities held by the Transferor Company, interest free or interest bearing deposits including but not limited to rental security deposits including any other advances, cash balances or deposits with banks, fixed deposits and interest thereon, cheques on hand, loans, advances, contingent rights or benefits, book debts, receivables, actionable claims, earnest moneys, advances or deposits paid by the Transferor Company, financial assets, leases (including but not limited to lease rights of the Transferor Company), lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, bids, tenders, development rights whether vested or potential and whether under agreements or otherwise, municipal permissions, tenancies or license relation to the office and/or residential properties (including for the employees or other persons), guest houses, godowns, licenses, web portal and rights therein, fixed and other assets, intangible assets (including but not limited to software), trade and service names and brands, marks, patents, copyrights, designs and other intellectual property rights of any nature whatsoever, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, benefits of assets or properties or other interest held in trust, all documents, records and papers maintained in pursuance of Applicable Laws, registrations, contracts, engagements, arrangements of all kinds, privileges and all other rights, title, interests, other benefits (including Tax benefits), assets held by or relating to the Transferor Company, employee benefit plans, derivative instruments, forward contracts, insurance claims receivable, Tax holiday benefit, incentives, including but not limited to the incentives given by state government under various policies including under Industrial Promotion Policy, credits (including Tax credits), Minimum Alternate Tax ("MAT") credit entitlement, Tax losses, rights, easements, privileges, liberties and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company or in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company, in each case.

1.22.2. All agreements, rights, contracts, entitlements, licenses (including but not limited to import / manufacturing licenses, clinical approvals), permits, permissions, incentives, approvals, registrations, Tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges and claims as to any patents,



trademarks, designs, quotas, rights, engagements, arrangements, authorities, allotments, security arrangements, benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the Transferor Company's business activities and operations.

- 1.22.3. All intellectual property rights (including but not limited to trademarks and logos, whether registered or not), engineering and process information, software licenses (whether proprietary or otherwise), drawings, records, files, books, papers, computer programmes, manuals, data, catalogues, sales and advertising material, lists of present and former customers and suppliers, customer credit information and all other records and documents, whether in physical or electronic form, relating to the business activities and operations of the Transferor Company.
- 1.22.4. All credits for Taxes such as Income-tax, GST including but not limited to GST input tax credit, tax deduction at source, tax collected at source, MAT credit and advance tax of the Transferor Company whether or not so recorded in the books of accounts of the Transferor Company.
- 1.22.5. Rights to any claim not preferred or made by the Transferor Company in respect of any refund of Tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Company and any interest thereon, under any law, act, rule or scheme, and in respect of set-off, carry forward of unabsorbed losses, MAT credit, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, etc. whether under the IT Act, the rules and regulations thereunder, indirect taxes, or taxation laws of other countries, or any other or like benefits under the said acts or under and in accordance with any law or act, whether in India or anywhere outside India.
- 1.22.6. All debts (secured and unsecured), liabilities, duties, leases of the Transferor Company and all other obligations of whatsoever kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized. Provided that if there exists any reference in the security documents or arrangements entered into by the Transferor Company under which the assets of the Transferor Company stand offered as a security for any financial assistance or obligation, the said reference shall be construed as a reference to the assets pertaining to the Transferor Company vested in the Transferee Company by the virtue of the Scheme. The Scheme shall not operate to enlarge the security for any loan, deposit or facility created by the Transferor Company which shall vest in Transferee Company by virtue of the amalgamation. The Transferee Company



shall not be obliged to create any further or additional security thereof after the amalgamation has become effective.

1.22.7. All other obligations of whatsoever kind, including liabilities of the Transferor Company with regard to their employees, with respect to the payment of gratuity, pension benefits and the provident fund or other compensation or benefits, if any, whether in the event of resignation, death, voluntary retirement or retrenchment or otherwise.

1.22.8. All permanent and temporary employees engaged by the Transferor Company at various locations as on the closing hours of the date immediately preceding the Effective Date.

In this Scheme, unless the context otherwise requires:

- words denoting singular shall include plural and vice versa and words denoting any gender shall include all genders;
- headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- references to the word “include” or “including” shall be construed without limitation;
- a reference to an article, clause, section, paragraph or schedule is, unless indicated to the contrary, a reference to an article, clause, section, paragraph or schedule of this Scheme;
- reference to a document includes an amendment or supplement to, or replacement or novation of, that document; and
- word(s) and expression(s) elsewhere defined in this Scheme will have the meaning(s) respectively ascribed to them. All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Securities Contracts (Regulation) Act, 1956, Securities and Exchange Board of India Act, 1992 (including the regulations made thereunder), the IT Act or any other Applicable Laws, rules, regulations, bye laws, as the case may be, including any statutory modification or re-enactment thereof from time to time.

2. SHARE CAPITAL

2.1. The Share Capital of the Transferor Company as at 31st March 2024 is as under:

Particulars	Amount (in Rs.)
Authorised Share Capital	
25,000 Equity Shares of Rs.100/- each	25,00,000
Total	25,00,000



Issued, Subscribed and Paid-up Share Capital	
25,000 Equity Shares of Rs.100/- each fully paid up	25,00,000
Total	25,00,000

The equity shares of the Transferor Company are unlisted. There has been no change in the capital structure of Transferor Company subsequent to 31st March, 2024 as above.

There are no existing commitments, obligations or arrangements by the Transferor Company as on the date of sanction of this Scheme by the Board of Directors to issue any further shares or convertible securities.

2.2. The Share Capital of the Transferee Company as at 31st March 2024 is as under:

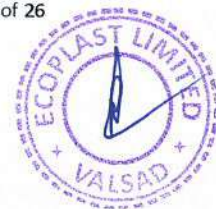
Particulars	Amount (in Rs.)
Authorised Share Capital	
1,00,00,000 Equity Shares of Rs.10/- each	10,00,00,000
Total	10,00,00,000
Issued, Subscribed and Paid-up Share Capital	
30,00,000 Equity Shares of Rs.10/- each fully paid up	3,00,00,000
Total	3,00,00,000

The equity shares of the Transferee Company are listed on BSE Limited.

Subject to obtaining approval for preferential issue from the shareholders and Stock Exchange, the Board of Directors of the Transferee Company have accorded their consent to issue and allot 72,724 (Seventy-Two Thousand Seven Hundred and Twenty-Four) equity shares having face value of Rs. 10 each to promoter group and 3,81,801 (Three Lakhs Eighty-One Thousand Eight Hundred and One) equity shares having face value of Rs. 10 each to non-promoter group respectively, on a preferential issue basis.

The Share Capital of the Transferee Company post issuance of equity shares on a preferential basis will be as under:

Particulars	Amount (in Rs.)
Authorised Share Capital	
1,00,00,000 Equity Shares of Rs.10/- each	10,00,00,000
Total	10,00,00,000
Issued, Subscribed and Paid-up Share Capital	
34,54,525 Equity Shares of Rs.10/- each fully paid up	3,45,45,250
Total	3,45,45,250



3. EFFECTIVE DATE OF THE SCHEME

The Scheme as set out herein in its present form, or with any modification(s) or amendment(s) approved, imposed or directed by the NCLT or any other Appropriate Authority, shall be effective from the Appointed Date, as defined in Section 232(6) of the Act, but shall be operative from the Effective Date.



PART – B**AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFEREE COMPANY****4. TRANSFER AND VESTING OF UNDERTAKING**

- 4.1. Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Transferor Company shall stand amalgamated with the Transferee Company, as provided in the Scheme, and pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Act, the entire business and whole of the Undertaking of the Transferor Company including all its properties whether movable or immovable, tangible or intangible, real or personal, corporeal or incorporeal, present or contingent including but without being limited to land (whether leasehold or freehold), buildings and structures and other premises, offices and other equipment, computers, equipment, stock-in-trade, capital work in progress, business commercial rights, sundry debtors, furniture, fixtures, interiors, office equipment, vehicles, appliances, current assets and debtors, investments, rights, claims and powers, authorities, allotments, approvals and consents, reserves, provisions, permits, ownership rights, leases, tenancy rights, occupancy rights, incentives, claims, rehabilitation schemes, funds, quota rights, import quotas, licenses, registrations, contracts, engagements, arrangements, brands, logos, patents, trade names, trademarks, copy rights, all other intellectual property rights, other intangibles of the Transferor Company whether registered or unregistered or any variation thereof as a part of its name or in a style of business otherwise, other industrial rights and licenses in respect thereof, lease, tenancy rights, flats, telephones, telexes, facsimile connections, e-mail connections, internet connections, websites, installations and utilities, benefits of agreements and arrangements, powers, authorities, permits, allotments, approvals, permissions, sanctions, consents, privileges, liberties, easements, other assets, special status and other benefits that have accrued or which may accrue to the Transferor Company and all the rights, titles, interests, benefits, facilities and advantages of whatsoever nature and wherever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Company, shall without any further act, instrument or deed, be and shall stand transferred to and vested in and/or deemed to have been transferred to and vested in the Transferee Company as a going concern subject, however, to all charges, liens, mortgages, if any, then affecting the same or any part thereof, as under.
- 4.2. Provided that without prejudice to the generality of the foregoing it is clarified and agreed that (a) in respect of such of the assets of the Transferor Company, as are moveable in nature or are otherwise capable of transfer by manual delivery, they shall be physically handed over by manual delivery or endorsement and delivery, and the same may be so transferred by the Transferor Company, without requiring any deed or instrument of conveyance for the same and shall become the property of the Transferee Company to the end and intent



that the ownership and property therein passes to the Transferee Company on such handing over and (b) In respect of movable properties of the Transferor Company other than specified in (a) above, including 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, body corporates, individuals and bodies, the Transferee 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, give notice in such form as it may deem fit and proper to each person, debtor or depositor, as the case may be, that pursuant to the Hon'ble NCLT having sanctioned the Scheme, the said debts, loans, advances or deposits be paid or made good or held on account of the Transferee Company as the person entitled thereto to the end and intent that the right of the Transferor Company to recover or realize all such debts, deposits and advances (including the debts payable by such persons, debtor or deposit to the Transferor Company) stands transferred and assigned to the Transferee Company and that appropriate entries should be passed in their respective books to record the aforesaid changes.

- 4.3. Upon the coming into effect of this Scheme and with effect from the Appointed Date, all assets of the Transferor Company that are immovable properties, including any right or interest in the land together with the buildings and structures thereon, whether freehold or leasehold, licensed or otherwise held by the Transferor Company and all documents of title, rights and easements in relation thereto including all lease/license agreements together with security deposits and advance/prepaid lease, license fees shall stand transferred to and be vested in the Transferee Company, without any further act or deed done or being required to be done by the Transferor Company and / or the Transferee Company. The Transferee Company shall be entitled to and shall exercise all rights and privileges attached to the aforesaid immovable properties and the relevant landlords, owners, lessors shall continue to comply with the terms, conditions and covenants under all the relevant lease/license or rent agreements and shall in accordance with the terms of such agreements refund the security deposits and advance/prepaid lease/license fees to the Transferee Company. The mutation or substitution of the title of the immovable property shall, upon the Scheme becoming effective, be made and duly recorded in the name of the Transferee Company by the Appropriate Authorities, pursuant to the sanction of the Scheme by the Hon'ble NCLT in accordance with the terms hereof. However, it is hereby clarified that the absence of any such mutations or substitutions shall not adversely affect the rights, title or interest of the Transferee Company in such immovable properties which shall be deemed to have been transferred to the Transferee Company automatically upon coming into effect of this Scheme and with effect from the Appointed Date.
- 4.4. Upon the coming into effect of this Scheme and with effect from the Appointed Date, all the debts, secured and unsecured debts, liabilities, duties and obligations of every kind,



nature and description of the Transferor Company shall under the provision of Sections 230 to 232 of the Act, without any further act or deed be transferred to or be deemed to be transferred to the Transferee Company so as to become as and from the Appointed Date, the debts, liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company including any mortgages, charges, liens or Encumbrances on the assets of the Transferor Company or on any income earned from those assets. It shall not be necessary to obtain the consent of any third party or other person who is a party to the contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen, in order to give effect to the provisions of this Clause.

- 4.5. All existing securities, mortgages, charges, liens or other Encumbrances, if any, as on the Appointed Date and created by the Transferor Company after the Appointed Date, over the properties and other assets comprised in the Undertaking transferred to the Transferee Company by virtue of this Scheme and in so far as such securities, mortgages, charges, liens or Encumbrances attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferee Company, and such securities, mortgages, charges, liens or other Encumbrances shall not relate or attach to any other assets of the Transferee Company.
- 4.6. It is expressly provided that, save as herein provided, no other terms or conditions of the liabilities transferred to the Transferee Company shall be modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.
- 4.7. Upon the coming into effect of this Scheme and with effect from the Appointed Date, all statutory registrations, goodwill, licenses, permissions, registrations, trademarks, trade names, service marks, patents, copy rights, domain names, approvals or consents to carry on the operations and business of the Transferor Company shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be appropriately mutated and recorded by the statutory authorities concerned in favour of the Transferee Company. However, it is hereby clarified that the absence of any such mutation / substitution shall not adversely affect the rights, benefits or interest of the Transferee Company which shall be deemed to have been transferred to the Transferee Company automatically from on the coming into effect of this Scheme and from the Appointed Date. The benefit of all statutory and regulatory permissions, manufacturing licenses, environmental approvals and consents, registrations or other licenses and consents, entitlements under any governmental schemes shall vest in and become available to the Transferee Company pursuant to this Scheme. In so far as the various incentives, subsidies, rehabilitation schemes, if any, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by



the Transferor Company, are concerned, the same shall vest with and be available to the Transferee Company on the same terms and conditions.

5. TAX TREATMENT

- 5.1. The amalgamation of the Transferor Company with the Transferee Company pursuant to this Scheme shall take place with effect from the Appointed Date and shall be in accordance with the provisions of Section 2(1B) of the IT Act. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the Section 2(1B) of the IT Act, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the Section 2(1B) of the IT Act shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the IT Act. Such modification will however not affect the other parts of the Scheme.
- 5.2. Upon the Scheme becoming effective and with effect from the Appointed Date, all Taxes, duties, cess, etc. of whatsoever nature including but not limited to advance tax, self-assessment tax, regular assessment taxes, tax deducted at source ('TDS') / tax collected at source ('TCS'), MAT, GST, if any, paid / payable or refunded / refundable to the Transferor Company, on and after the Appointed Date, including all or any Tax liability / refunds / credits / claims shall be treated as Tax liability / refunds / credits / claims, as the case may be, of the Transferee Company.
- 5.3. Without prejudice to generality of the above, any Taxes, duties, cess paid for / by the Transferor Company under the IT Act, GST laws or under any other tax laws in respect of income, profits etc. assessable to the Transferor Company relating to the period from the Appointed Date up to the Effective Date shall be deemed to be Taxes paid by the Transferee Company and credit for such Taxes shall be allowed to the Transferee Company notwithstanding that the certificates or challans or other documents for payment of such Taxes / duties / cess are in the name of the Transferor Company and not in the name of the Transferee Company.
- 5.4. Upon the Scheme becoming effective and with effect from the Appointed Date, obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company or for collection of tax at source on any supplies made by or to be made by the Transferor Company shall be made or deemed to have been made and duly complied with by the Transferee Company. Further, any TDS / TCS deducted / collected by the Transferor Company and the Transferee Company on transactions with each other, if any, from the Appointed Date until Effective Date and deposited with the Governmental Authorities shall be deemed to be advance tax paid by the Transferee Company and shall, in all proceedings be dealt with accordingly.



- 5.5. Upon the Scheme becoming effective and with effect from the Appointed Date, the Transferee Company shall be entitled to prepare and / or revise, as the case may be, the financial statements and the relevant statutory / tax returns along with prescribed forms, filings and annexures under the IT Act, GST law and other tax laws, and to claim refunds and / or credits for taxes paid and to claim tax benefits under the IT Act, GST law and other tax laws, and for matters incidental thereto, if so necessitated to give effect to this Scheme, notwithstanding that the time prescribed for such revision may have elapsed. For avoidance of doubt, the Transferee Company shall have the right to claim refunds, credits, etc., relating to the Transferor Company for the period on and after the Appointed Date.
- 5.6. Upon the Scheme becoming effective and with effect from the Appointed Date, all statutory benefits, deductions, right to carry forward and set off accumulated losses and unabsorbed depreciation, and credits (including but not limited to investment allowance, tax holidays, MAT credit, credit for advance taxes paid, TDS / TCS, income-tax payments, GST input credit and all other benefits of imports and exports) availed and available under any tax laws and instruments of every description of the Transferor Company shall stand transferred to and be available to the Transferee Company.
- 5.7. Upon the Scheme becoming effective and with effect from the Appointed Date, in so far as the various incentives, benefits, subsidies, grants, special status and other benefits or privileges (including but not limited to those under the IT Act and GST laws) enjoyed and/or granted by any Government body, local authority or by any other person, or availed by the Transferor Company, are concerned, the same shall, without any further act or deed, vest with and be available to the Transferee Company on the same terms and conditions.
- 5.8. Upon the Scheme becoming effective and with effect from the Appointed Date, all Tax compliances under any tax laws by the Transferor Company on or after the Appointed Date shall be deemed to be made by the Transferee Company.
- 5.9. It is hereby clarified that, upon the Scheme becoming effective and with effect from the Appointed Date, all tax assessment proceedings and appeals of whatsoever nature by or against the Transferor Company, pending or arising as at the Effective Date, 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 or enforced by or against the Transferor Company. Further, the abovementioned proceedings shall neither abate or be discontinued nor be in any way prejudicially affected by the reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in this Scheme.
- 5.10. All the expenses incurred by the Transferor Company and the Transferee Company in relation to the amalgamation in accordance with this Scheme, including stamp duty



expenses, if any, shall be allowed as deduction to the Transferee Company in accordance with section 35DD of the IT Act over a period of five years beginning with the financial year in which this Scheme becomes effective.

6. CONTRACTS, DEEDS, ETC.

- 6.1. Notwithstanding anything to the contrary contained in any contract, deed, bond, agreement or any other instrument, but subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements and other instruments, if any, of whatsoever nature, to which the Transferor Company is a party or the benefit of which the Transferor Company may be eligible, and which have not lapsed and are subsisting on the Effective Date, shall continue in full force and effect against or in favour of the Transferee Company and may be enforced effectively by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto.
- 6.2. The Transferee Company, may, at any time after the coming into effect of this Scheme and in accordance with the provisions hereof, if so required, under any Applicable Law or otherwise, enter into or issue or execute deeds, writings, confirmations, tripartite arrangements, novation, declarations or other documents with or in favor of any party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances required for the purposes referred to above for effectuating the transfer and vesting of the Undertaking to the Transferee Company.
- 6.3. Upon the coming into effect of this Scheme and with effect from the Appointed Date, all permits, authorisations, licenses, consents, registrations, approvals, municipal permissions, insurance policies, connections for water, electricity and drainage, sanctions, obligations/benefits arising out of bank guarantees given with respect to any appeals with the relevant authorities, privileges, easements and advantages, facilities, rights, powers and interests (whether vested or contingent), shall stand transferred to and vested in or shall be deemed to be transferred to and vested in the Transferee Company as if the same were originally given or issued to or executed in favour of the Transferee Company and the rights and benefits under the same shall be available to the Transferee Company.

7. LEGAL PROCEEDINGS

- 7.1. Any suit, writ petition, appeal, revision or other proceedings (hereinafter called "the Proceedings") by or against the Transferor Company pending on the Appointed Date or arising after the Appointed Date but before the Effective Date, the same shall not abate, be



discontinued or be in any way prejudicially affected by reason of the transfer of the Undertaking of the Transferor Company pursuant to amalgamation or of anything contained in the Scheme, but all such Proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would be or might have been continued, prosecuted and enforced by or against the Transferor Company as if the Scheme had not been made.

- 7.2. The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company referred to above transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company to the exclusion of Transferor Company, after the Effective Date.
- 7.3. On and from the Effective Date, the Transferee Company shall and may initiate any legal proceedings including criminal proceedings in relation to the Transferor Company in the same manner and to the same extent as would or might have been initiated by the Transferor Company, if the Scheme had not been made.

8. SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of assets, liabilities and obligations of the Transferor Company under Clause 4 of this Scheme and the continuance of the proceedings by or against the Transferee Company, shall not affect any transactions or proceedings already concluded by the Transferor Company on or before the Appointed Date or concluded between the Appointed Date and the Effective Date (both days inclusive), to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company as acts, deeds and things done and executed by and on behalf of Transferee Company.

9. TRANSFEROR COMPANY'S STAFF, WORKMEN AND EMPLOYEES

- 9.1. On the Scheme becoming effective and with effect from the Effective Date, all staff and employees of the Transferor Company in service immediately prior to the Effective Date, shall be deemed to have become staff and employees of the Transferee Company, without any break or interruption in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Transferee Company shall not be less favorable than those applicable to them immediately prior to the Effective Date.
- 9.2. It is provided that, upon the Scheme becoming effective, as far as provident fund, gratuity fund, superannuation fund or other special fund or trusts, if any, created or existing for the benefit of the staff, workmen and other employees of the Transferor Company are concerned, the Transferee Company shall stand substituted for the Transferor Company for



all purposes whatsoever related to the administration or operation of such funds or in relation to the obligation to make contributions to the said funds in accordance with the provisions of such funds as per the terms provided in the respective trust deeds, if any, to the end and intent that all the rights, duties, powers and obligations of the Transferor Company in relation to such funds shall become those of the Transferee Company. It is clarified that, for the purpose of the said fund or funds, the services of the staff, workmen and other employees of the Transferor Company will be treated as having been in continuous service with the Transferee Company from the date of employment as reflected in the records of Transferor Company.

10. CONSIDERATION

- 10.1. Upon this Scheme becoming effective and in consideration for amalgamation of the Transferor Company with the Transferee Company, the Transferee Company shall without any further application or deed, issue and allot to the shareholders of the Transferor Company, holding fully paid up equity shares in the Transferor Company and whose names appears in the Register of Members of the Transferor Company as on the Record Date or his/her/its heirs, executors, administrators or the successors in title, as may be recognised by the Board of Directors of the Transferee Company, in the following share swap ratio:

“52 (Fifty-Two) fully paid-up equity shares having face value of Rs. 10 (Rupees Ten Only) each of the Transferee Company to be issued and allotted for every 1 (One) fully paid-up equity share having face value of Rs. 100 (Rupees One Hundred Only) each of the Transferor Company.”

- 10.2. The Consideration as stated above in Clause 10.1 has been determined and agreed upon by the respective Boards of Directors of the Transferor Company and the Transferee Company taking into consideration the swap ratio report dated 14th December, 2024 issued by the Registered Valuer - Securities or Financial Assets.
- 10.3. The equity shares of the Transferee Company issued and allotted to the shareholders of the Transferor Company in accordance with the Clause 10.1 shall be hereinafter referred to as “New Transferee Company Shares”.
- 10.4. The New Transferee Company Shares shall be allotted and issued to equity shareholders of the Transferor Company as provided in Clause 10.1 above shall be subject to the provisions of Memorandum and Articles of Association of the Transferee Company and shall rank pari passu in all respects with the then existing equity shares of the Transferee Company including in respect of dividend, if any, that may be declared by the Transferee Company on or after the Effective Date.



- 10.5. For the purposes of allotment of the New Transferee Company Shares, pursuant to this Scheme, in case any Record Date Shareholder becomes entitled to any fractional shares, entitlements or credit on the issue and allotment of the New Transferee Company Shares by the Transferee Company in accordance with Clause 10.1 above, the Transferee Company shall not issue fractional shares to such shareholder and shall consolidate all such fractional entitlements and round up the aggregate of such fractions to the next whole number and 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 Transferee Company ("Trustee"), who shall hold such New Transferee Company Shares with all additions or accretions thereto in trust for the benefit of the respective Record Date 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 the prevailing market price or prices at any time within a period of 90 (ninety) days from the Effective Date, and on such sale, distribute the net sale proceeds (after deduction of the expenses incurred and applicable income-tax) to the respective Record Date Shareholders in the same proportion of their fractional entitlements. Any fractional entitlements from such net proceeds may be rounded off to the next rupees. It is clarified that any such distribution shall take place only on the sale of all the fractional shares of the Transferee Company by the Trustee pertaining to the fractional entitlements.
- 10.6. The New Transferee Company Shares issued to the Record Date Shareholders by the Transferee Company shall be issued in dematerialized form by the Transferee Company.
- 10.7. The New Transferee Company Shares allotted and issued in terms of Clause 10.1 above, shall be listed and/or admitted to trading on the Stock Exchange. These shares of the Transferee Company shall, however, be listed subject to the Transferee Company obtaining the requisite approvals pertaining to the listing of these shares. The Transferee Company shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with the Applicable Laws for complying with the formalities of the Stock Exchange.
- 10.8. Upon the Scheme becoming effective and upon the New Transferee Company Shares of the Transferee Company being allotted and issued by it to the Record Date Shareholders, the equity shares of the Transferor Company shall be deemed to have been automatically cancelled and be of no effect on and from the Record Date.
- 10.9. It is clarified that the issue and allotment of equity shares by the Transferee Company pursuant to Clause 10.1 to the Record Date Shareholders as provided in the Scheme, is an integral part of this Scheme and shall be deemed to have been carried out without requiring any further act or deed on the part of the Transferee Company or its shareholders and as if the procedure laid down under applicable provisions of the Act or rules thereof, as may be



applicable, and such other statutes, regulations and rules as may be applicable were deemed to have been duly complied with.

- 10.10. The New Transferee Company Shares allotted pursuant to this Scheme shall remain frozen in the depositories system until listing/trading permission is given by the Stock Exchange.

11. ACCOUNTING TREATMENT

Upon the Scheme becoming effective and with effect from Appointed Date, the Transferee Company shall account for the amalgamation of the Transferor Company in its books of accounts in accordance with "Pooling of Interest Method" as laid down in the Appendix C of Ind AS 103 (Business Combinations of entities under common control), other accounting principles prescribed under the Companies (Indian Accounting Standards) Rules, 2015 (as amended) notified under Section 133 of the Act and relevant clarifications issued by Institute of Chartered Accountants of India ("ICAI").

12. REORGANIZATION AND CONSOLIDATION OF AUTHORISED SHARE CAPITAL OF THE TRANSFEROR COMPANY WITH THE TRANSFEE COMPANY

- 12.1. Upon the Scheme becoming effective, the authorized share capital of the Transferor Company as specified in Clause 2.1. amounting to Rs. 25,00,000 divided into 25,000 equity shares of Rs. 100 each shall stand transferred to, reorganized and consolidated with the authorized share capital of the Transferee Company amounting to Rs. 10,00,00,000 (Rupees Ten Crores only) divided into 1,00,00,000 (One Crore) equity shares of Rs. 10 (Rupees Ten) each. Accordingly, the authorized share capital of the Transferee Company shall stand increased to that extent without any further act, instrument or deed on the part of the Transferee Company. The Transferee Company shall pay fees or charges, if any, to the Registrar of Companies in accordance with provisions of Section 232(3)(i) of the Act after setting-off fees already paid by the Transferor Company, and/or to any other government authority, and the Memorandum of Association of the Transferee Company (relating to the authorised share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, pursuant to Section 13, 14, 61 and 232(3)(i) respectively of the Companies Act, 2013 and/or any other applicable provisions of the Act, as the case may be. Hence, for this purpose, the fees paid on the authorised share capital of the Transferor Company shall be utilised and set-off against fees payable, if any by the Transferee Company on such increased authorised share capital. The Transferee Company shall not be required to pay any stamp duty on such increased authorised share capital.
- 12.2. The authorized share capital of the Transferee Company, upon coming into effect of the Scheme, shall be Rs. 10,25,00,000 (Rupees Ten Crores and Twenty-Five Lakhs only)



divided into 1,02,50,000 (One Crore Two Lakhs and Fifty Thousand) equity shares of Rs. 10 (Rupees Ten) each.

- 12.3. Consequently, Clause V of the Memorandum of Association of the Transferee Company relating to the authorized share capital shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Section 13 and 61 of the Act and any other applicable provisions of the Act, as the case may be, and be substituted by the following clause:

Clause V of the Memorandum of Association of the Company

"The Authorised Share Capital of the Company is Rs. 10,25,00,000 (Rupees Ten Crores and Twenty-Five Lakhs only) divided into 1,02,50,000 (One Crore Two Lakhs and Fifty Thousand) equity shares of Rs. 10 (Rupees Ten only) each."

- 12.4. For removal of doubts, it is clarified that the approval of the Scheme by the Hon'ble NCLT shall be deemed to be sufficient approval for increase in the authorized share capital of the Transferee Company under section 13, 61 and 64 of the Act or any other applicable provisions of the Act and no separate procedure shall be followed under the Act except filing of requisite forms with the Registrar of Companies to give effect to the increase of authorized share capital.

13. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

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

- 13.1. The Transferor Company shall be deemed to have been carrying on and shall carry on the business and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all the assets and properties of the Transferor Company for and on account of and in trust for the Transferee Company. The Transferor Company hereby undertakes to hold the said assets and properties with utmost prudence until the Effective Date.
- 13.2. All the profits or income, taxes (including advance tax, TDS and TCS) or any costs, charges, expenditure or losses arising or incurred by the Transferor Company shall for all purposes be treated and be deemed to be accrued as the profits, taxes, incomes, costs, charges, expenditure or losses, as the case may be, of the Transferee Company.
- 13.3. The Transferor Company shall in the ordinary course of its business activities, assign, transfer or sell or exchange or dispose of or deal with all or any part of the rights vested with or title and interest in the property, assets, immovable or movable properties including assignment, alienation, charge, mortgage, encumbrance or otherwise deal with the rights, title and interest in the actionable claims, debtors and other assets etc. and such acts or



actions would be deemed to have been carried on by the Transferor Company for and on behalf of the Transferee Company and such acts or actions would be enforceable against or in favour of the Transferee Company and all the profits or incomes or losses or expenditure accruing or arising or incurred by the Transferor Company shall, for all purposes, be treated as the profits or incomes or losses or expenditure of the Transferee Company.

- 13.4. The Transferor Company shall hereby undertake to carry on its businesses until the Effective Date with reasonable diligence, utmost prudence and shall not, without the written consent of the Transferee Company, alienate, charge or otherwise deal with the said Undertaking or any part thereof except in the ordinary course of business of the Transferor Company.
- 13.5. The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central/State Government and all other concerned agencies, departments and authorities as are necessary under any Applicable Law for such consents, approvals and sanctions, which the Transferee Company may require to carry on the business of the Transferor Company.

14. DISSOLUTION OF THE TRANSFEROR COMPANY

On the Scheme becoming effective, the Transferor Company shall stand dissolved as an integral part of this Scheme without being wound up and without requiring any further act, instrument or deed from the Transferor Company and / or the Transferee Company.



PART C
GENERAL TERMS AND CONDITIONS

15. APPLICATIONS TO THE HON'BLE NCLT

The Transferor Company and the Transferee Company shall, as may be required, with all reasonable dispatch, make application(s) under Sections 230 to 232 and other applicable provisions of the Act to the Hon'ble NCLT for sanction of the Scheme and all matters ancillary or incidental thereto.

16. MODIFICATIONS OR AMENDMENTS TO THE SCHEME

- 16.1. The Transferor Company and the Transferee Company, by their respective Board of Directors, may assent on behalf of all persons concerned including but not limited to shareholders and/or creditors and/or stakeholders of the Transferor Company and the Transferee Company to any modifications or amendments to the Scheme or agree to any terms and/or conditions which the Hon'ble NCLT and/or any other authorities under Applicable Law 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 do all acts, deeds and things as may be necessary, desirable or expedient for putting the Scheme into effect. All amendments/modifications to the Scheme shall be subject to approval of Hon'ble NCLT.
- 16.2. For the purpose of giving effect to the Scheme or to any modification thereof, the Board of Directors of the Transferee Company are hereby authorised to give such directions and/or to take such steps as may be necessary or desirable including any directions for settling any question or doubt or difficulty whatsoever that may arise.
- 16.3. In the event the Transferor Company and/or the Transferee Company find any of the conditions imposed by the NCLT or other authorities are unacceptable for any reason, in whole or in part, the Transferor Company and/or the Transferee Company are at liberty to withdraw the Scheme.

17. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS

- 17.1. The Scheme is conditional upon and subject to:
- 17.1.1. Obtaining observation / no-objection letter from the Stock Exchange as required under SEBI LODR read with the SEBI Scheme Circular,



- 17.1.2. The sanction and approval including sanction of any Governmental Authority or any other agency, department or authority, as may be required, under any Applicable Law for time being in force;
- 17.1.3. The Scheme being approved by the requisite majorities in number and value of such classes of persons including the members and creditors of the Transferor Company and the Transferee Company as required under the Act or as may be directed by the Hon'ble NCLT or such other Appropriate Authority, as may be applicable;
- 17.1.4. The Scheme being approved by the public shareholders of the Transferee Company through e-voting in terms of the relevant provision of the SEBI Master Circular. The Scheme shall be acted upon only if the votes cast by the public shareholders of the Transferee Company in favour of the Scheme are more than the number of votes cast by the public shareholders of the Transferee Company against it;
- 17.1.5. The Scheme being sanctioned by the Hon'ble NCLT or any other Appropriate Authority under Sections 230 to 232 and other applicable provisions of the Act;
- 17.1.6. Certified copies of the Orders of the Hon'ble NCLT sanctioning the Scheme being filed with the Jurisdictional Registrar of Companies by the Transferor Company and the Transferee Company.

18. EFFECT OF NON-RECEIPT OF APPROVALS / SANCTIONS, REVOCATION AND SEVERABILITY

- 18.1. In the event of any approvals or conditions enumerated in the Scheme not being obtained or complied with, or for any other reason, the Scheme cannot be implemented, the Board of Directors of the Transferee Company and the Transferor Company shall mutually agree to waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, or in case the Scheme not being sanctioned by the Hon'ble NCLT, the Scheme shall become null and void and each party shall bear and pay their respective costs, charges and expenses in connection with the Scheme.
- 18.2. If any part of this Scheme hereof is invalid, ruled illegal 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 the Scheme, and the 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 Parties shall attempt to bring about a modification in the Scheme, as will best preserve for the Parties the benefits and obligations of the Scheme, including but not limited to such part.



18.3. If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the mutual agreement between the Transferor Company and the Transferee Company, affect the validity or implementation of the other parts and/or provisions of this Scheme.

18.4. Further, the Board of Directors of the Transferor Company and the Transferee Company shall be entitled to revoke, cancel and declare the Scheme of no effect if such Boards are of view that the coming into effect of the Scheme in terms of the provisions of this Scheme or filing of the authenticated or certified copy of the order along with the Scheme with any Appropriate Authority could have adverse implication on the Transferor Company and / or the Transferee Company.

19. COSTS, CHARGES AND 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 the Scheme and in carrying out and implementing / completing the terms and provisions of the Scheme and/or matters incidental thereto, shall be borne by the Transferee Company, unless otherwise determined by the Board of Directors of the Transferee Company and the Transferor Company.

