

COMPOSITE SCHEME OF ARRANGEMENT

UNDER SECTIONS 230 to 232 OF THE COMPANIES ACT, 2013

AMONGST

ZFIRST TECHNOLOGIES PRIVATE LIMITED.....Amalgamating Company

AND

OXYZO FINANCIAL SERVICES PRIVATE LIMITED..... Amalgamated Company

AND

ZIEL FINANCIAL TECHNOLOGIES PRIVATE LIMITED Transferee Company

AND

their respective shareholders

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COMPOSITE SCHEME OF ARRANGEMENT

The Scheme is divided into the following parts:

- (a) **Part I** deals with background of the Companies, rationale and objective of the Scheme;
- (b) **Part II** contains the definitions and interpretation;
- (c) **Part III** deals with the share capital of the Companies;
- (d) **Part IV** deals with the amalgamation of the Amalgamating Company with the Amalgamated Company;
- (e) **Part V** deals with transfer and vesting of the Transferred Undertaking from the Amalgamated Company as a going concern on a Slump Sale basis to the Transferee Company;
- (f) **Part VI** deals with the general terms and conditions that would be applicable to the Scheme; and
- (g) **Part VII** deals with residual provisions.

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

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PART I - GENERAL

1. PREAMBLE

- 1.1 This composite scheme of arrangement is presented under Sections 230 to 232 and other applicable provisions of the Act (*as defined hereinafter*) read with Section 2(1B) and 2(42C) of the Income Tax Act, 1961 ("**IT Act**") amongst Zfirst Technologies Private Limited, Oxyzo Financial Services Private Limited, Ziel Financial Technologies Private Limited and their respective shareholders (hereinafter referred to as the "**Scheme**").
- 1.2 This composite scheme of arrangement, *inter alia*, provides for:
- (a) the amalgamation of the Amalgamating Company (*as defined hereinafter*) into and with the Amalgamated Company (*as defined hereinafter*), with effect from the Appointed Date (*as defined hereinafter*), pursuant to Sections 230 to 232 and other relevant provisions of the Act read with Section 2(1B) of the IT Act, which, *inter alia*, provides for ("**Amalgamation**"):
 - (i) amalgamation of the Amalgamating Company into and with the Amalgamated Company;
 - (ii) transfer of the authorised share capital of the Amalgamating Company to the Amalgamated Company and consequential increase in the authorised share capital of the Amalgamated Company;
 - (iii) cancellation of all the subscribed and issued shares of the Amalgamating Company, including the shares held by the Amalgamated Company;
 - (iv) issuance of fully paid-up 0.0001% non-cumulative non-participating non-voting compulsorily convertible preference shares *Series A1* and 0.0001% non-cumulative non-participating non-voting compulsorily convertible preference shares *Series A2* by the Amalgamated Company to the shareholders of the Amalgamating Company (other than the Amalgamated Company), in accordance with the Share Exchange Ratio (*as defined hereinafter*), without any further act, instrument or deed, in accordance with Part IV of this Scheme; and
 - (v) dissolution of the Amalgamating Company without being wound up;
 - (b) Subsequent to the Amalgamation, transfer of the Transferred Undertaking (*as defined hereinafter*) as a going concern on a Slump Sale (*as defined hereinafter*) basis, with effect from Appointed Date from the Amalgamated Company to the Transferee Company pursuant to Sections 230 to 232 and other relevant provisions of the Act, read with Section 2(42C) of the IT Act and for consideration specified in this Scheme; and
 - (c) various other matter incidental, consequential or otherwise integrally connected therewith;

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each in the manner as more particularly described in this Scheme.

- 1.3 It is clarified that the Amalgamation shall precede the Slump Sale.

2. BACKGROUND

2.1 Zfirst Technologies Private Limited

- (a) Zfirst Technologies Private Limited is an unlisted private limited company, incorporated under the Companies Act, 2013 and has its registered office at F-31, Lower Ground Floor, Sushant Shopping Arcade Sushant Lok-1, B Block DLF QE, Gurgaon, Haryana 122 002, India ¹ ("**Amalgamating Company**"). The Corporate Identification Number of the Amalgamating Company is U74999HR2022PTC101116 and the registration number is 101116.
- (b) The Amalgamating Company is recognized as a start-up by the Department for Promotion of Industry and Internal Trade and is engaged, *inter alia*, in the business of providing technology platform and assistance in availing loans and other financial products by various MSME customers in non-metro cities in India.
- (c) Sub-clause (9) under Clause III(B) of the Memorandum of Association of the Amalgamating Company allows the Amalgamating Company to amalgamate with any other company having similar objects to the Amalgamating Company in any manner whether with or without liquidation.

2.2 Oxyzo Financial Services Private Limited

- (a) Oxyzo Financial Services Private Limited is an unlisted private limited company incorporated under the provisions of the Companies Act, 2013 and has its registered office at Shop No. G-22 C (UGF) D-1 (K-84) Green Park Main, New Delhi, South Delhi, Delhi 110016 ("**Amalgamated Company**"). The Corporate Identification Number of the Amalgamated Company is U65929DL2016PTC306174 and the registration number is 306174. The Amalgamated Company has issued certain non-convertible debt securities, of which some are listed on BSE Limited.
- (b) The Amalgamated Company is a technology-enabled Small and Medium Enterprise financing non-banking financial company (Non-Deposit taking Systemically Important Investment and Credit Company) and focuses on financing needs/solutions for small and medium enterprise. The Amalgamated Company is a foreign owned and foreign controlled entity as per the Foreign Exchange Management Act, 1999 and rules made thereunder.
- (c) Sub-clause (10) under Clause III(B) of the Memorandum of Association of the Amalgamated Company allows the Amalgamated Company to amalgamate with any other company having similar objects to the Amalgamated Company in any manner

¹ NOTE: The Amalgamating Company is in the process of shifting its registered office to Union Territory of Delhi and is expected to complete the shifting of the registered office prior to filing of the first motion application with the NCLT.

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whether with or without liquidation.

2.3 Ziel Financial Technologies Private Limited

- (a) Ziel Financial Technologies Private Limited is an unlisted private limited company, incorporated under the provisions of the Companies Act, 2013 and has its registered office at 6th Floor, Tower-A, Global Business Park Sector-26, M.G Road, Gurugram, Gurgaon, Haryana 122002 ² ("**Transferee Company**"). The Corporate Identification Number of the Transferee Company is U67190HR2021PTC095753 and the registration number is 095753.
- (b) The Transferee Company is engaged, inter alia, in the business of providing technology platform and assistance in availing loans and other financial products by various MSME customers in non-metro cities in India through its various branches spread across UP, Haryana, Rajasthan, Uttarakhand and Punjab.
- (c) Sub-clause (2) under Clause 3(a) of the Memorandum of Association of the Transferee Company allows the Transferee Company to inter alia, carry on business of providing consultation, technical assistance, technology solutions and training and development inputs to business and individuals for sustained livelihoods and for improving their financial viability.

2.4 The Transferee Company is a wholly owned subsidiary of the Amalgamated Company. The Amalgamating Company is a subsidiary of the Amalgamated Company on account of Amalgamated Company's control over the composition of the Board of the Amalgamating Company. Further, the Amalgamated Company holds 100% (hundred percent) of the issued, subscribed and paid up compulsorily convertible preference share capital of the Amalgamating Company, which on a fully diluted basis constitutes 34.43% (thirty four point four three percent) of the equity share capital of the Amalgamating Company.

3. RATIONALE AND OBJECTIVE OF THE SCHEME

- 3.1 The Companies (*as defined hereinafter*) believe that the combination of financial, managerial, marketing, distribution and technical resources, personnel, capabilities, skills, expertise, infrastructure, assets and technologies of the Amalgamating Company pooled in the Amalgamated Company, will lead to optimum use of infrastructure, cost reduction and enhance efficiencies, productivity gains and logistic advantages, thereby significantly contributing to the future growth and maximising value for their shareholders and other stakeholders including but not limited to customers, lenders, and employees.
- 3.2 More efficient utilization of capital for enhanced development and growth of the business of the Amalgamated Company and Transferee Company.
- 3.3 The Slump Sale of the Transferred Undertaking pursuant to the Scheme would enable consolidation of operations of facilitating loan services with the Transferee Company and thereby

² NOTE: The Transferee Company is in the process of shifting its registered office to Union Territory of Delhi and is expected to complete the shifting of the registered office prior to filing of the first motion application with the NCLT.

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the Transferee Company would have higher access to financing services which will help deepen the reach and widen the delivery mechanism of financing services by improving last-mile connectivity.

- 3.4 Cost savings are expected to flow from more focused operational efforts, rationalization, standardisation and simplification of business processes.

4. SYNERGIES OF BUSINESS OF THE ENTITIES INVOLVED IN THE SCHEME

- 4.1 The proposed Amalgamation would result in the following synergies:

- (a) The Scheme will ensure simplified and streamlined management and organizational structure and business processes by reducing the number of legal entities in the group structure which will significantly reduce multiplicity of legal and regulatory compliances and the related complexities and costs therein. The Scheme will further enhance the business oversight and eliminate duplicative communication and co-ordination efforts across multiple entities leading to better administration and standardization.
- (b) Realization of benefits of greater synergies and economies of scale for the business of the Amalgamated Company yielding beneficial results.
- (c) Reducing time and efforts for consolidation of financials at the group level.
- (d) The Amalgamated Company can, pursuant to the Amalgamation, leverage the Amalgamating Company's intellectual property and technology system in furtherance of its focus of combining digital lending as part of its business offerings.

- 4.2 The proposed Slump Sale would result in the following synergies:

- (a) The Transferred Undertaking has various complementary strengths and synergies which shall be helpful for the Transferee Company to further streamline its processes, augment its capabilities in the following ways:
 - i. Geographical presence: Currently, the Transferred Undertaking has 12 branches across Rajasthan and Haryana, and the Transferee Company does not have any presence at those 12 locations.
 - ii. Trained Staff: The Transferred Undertaking has ~80 trained staff, which staff would augment the organizational capability of the Transferee Company, post the Scheme becoming effective.
 - iii. Partnerships: The Transferred Undertaking has various partnerships and tie ups with intermediaries whose services would be complementary to the business of the Transferee Company.
- (b) The segregation will allow the Amalgamated Company and Transferee Company to create a strong and distinctive platform with more focused management of the financial, managerial and technical resources enabling focused growth strategy for each of the businesses for exploiting opportunities specific to each business, which will enable greater flexibility to pursue long term objectives and independent business strategies

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thereby contributing to future growth.

5. IMPACT OF THE SCHEME ON THE NCD HOLDERS

- 5.1 For the holders of the NCDs, the Scheme will not have any impact considering the positive net worth of the Amalgamated Company post the Amalgamation, therefore, there would be no impact on the ability of the Amalgamated Company to pay interest and repay the principal amount represented by such NCDs. Further, the Scheme does not provide for any alteration in the existing terms and conditions of the Listed NCDs, as specified in **Annexure A** hereto, which could have any impact on the holders of such NCDs.
- 5.2 As the Scheme does not in any manner affect the interest of the holders of NCD, nor does it impact the ability of the Amalgamated Company to discharge its obligations towards the NCDs, no safeguards are being proposed under the Scheme, nor is any exit offer being offered to the dissenting holders of NCDs.

6. DATE OF TAKING EFFECT AND OPERATIVE DATE

- 6.1 Upon the sanction of the Scheme by the Competent Authority (*defined hereinafter*), the Scheme shall become operative on and from the Effective Date (*defined hereinafter*) and (a) the Amalgamating Company shall stand amalgamated into and with Amalgamated Company on and from and with effect from the Appointed Date for all intent and purposes; and (b) subsequent to the Amalgamation taking effect, the Transferred Undertaking shall get transferred from the Amalgamated Company to Transferee Company, as a going concern on a Slump Sale basis.

7. COMPLIANCE UNDER INCOME TAX ACT, 1961

- 7.1 The amalgamation of the Amalgamating Company into and with the Amalgamated Company in accordance with this Scheme will be in compliance with the provisions of Section 2(1B) of the IT Act (*defined hereinafter*), such that:
- (a) all the properties of the Amalgamating Company, immediately before the amalgamation, shall become the property of the Amalgamated Company, by virtue of this amalgamation;
 - (b) all the liabilities of the Amalgamating Company, immediately before the amalgamation, shall become the liabilities of the Amalgamated Company, by virtue of this amalgamation; and
 - (c) shareholders holding not less than three-fourths in value of the shares in the Amalgamating Company (other than shares already held therein immediately before the amalgamation by, or by a nominee for, the Amalgamated Company or its subsidiary) will become shareholders of the Amalgamated Company by virtue of the amalgamation.
- 7.2 The Transferred Undertaking constitutes an "undertaking" as defined under Section 2(42C) read with Explanation I to Section 2(19AA) of the IT Act.

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PART II: DEFINITIONS AND INTERPRETATION

8. DEFINITIONS

8.1 In this Scheme, unless repugnant to the meaning or context thereof, (i) capitalized terms defined by inclusion in quotations and/or the parenthesis have the meaning so ascribed; and (ii) the following expressions shall have the meanings respectively assigned against them:

- (a) **"Act"** means the Companies Act, 2013 and all amendments or statutory modifications thereto or re-enactments thereof, including any rules made thereunder or notifications, circulars or orders made/ issued thereunder from time to time;
- (b) **"Amalgamated Company"** means Oxyzo Financial Services Private Limited, an unlisted private company incorporated under the Companies Act, 2013 and having CIN U65929DL2016PTC306174 and having its registered office at Shop No. G-22 C (UGF) D-1 (K-84) Green Park Main, New Delhi, South Delhi, Delhi 110016;
- (c) **"Amalgamating Company"** means Zfirst Technologies Private Limited, an unlisted private company incorporated under the Companies Act, 2013 and having CIN U74999HR2022PTC101116 and having its registered office at F-31, Lower Ground Floor, Sushant Shopping Arcade Sushant Lok-1, B Block DLF QE, Gurgaon, Haryana 122 002, India³ and, notwithstanding anything to the contrary in this Scheme shall include:
 - (i) all immovable properties and rights thereto i.e. land together with the buildings and structures standing thereon (whether freehold, leasehold, leave and licensed, right of way, tenancies or otherwise) including car parks, roads, drains and culverts, civil works, foundations for civil works, buildings, warehouses, offices, etc., whether or not recorded in the books of accounts of the Amalgamating Company and all documents (including panchnamas, declarations, receipts) of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interest, benefits and interests of rental agreements for lease or license or other rights to use premises, in connection with the said immovable properties;
 - (ii) all assets, as are movable in nature forming part of the Amalgamating Company, whether present or future or contingent, tangible or intangible, in possession or not, corporeal or incorporeal, in each case, wherever situated (furniture, fixtures, fixed assets, computers, air conditioners, appliances, accessories, office equipment, communication facilities, installations, vehicles), actionable claims, advance payments, security deposit, earnest monies, margin money, sundry debtors, prepaid expenses, bills of exchange, promissory notes, financial assets, investment and shares in entities/ branches in India, outstanding loans and advances including accrued interest thereon, recoverable in cash or in kind or for value to be received, receivables, funds, cash and bank balances and deposits including accrued interest thereto with government, semi-government, local and other authorities and bodies, banks, customers and other

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persons, dividends declared or interest accrued thereon, reserves, provisions, funds, benefits of all agreements, bonds, debentures, debenture stock, units or pass through certificates, the benefits of any bank guarantees, performance guarantees;

- (iii) to the extent permitted under the Applicable Laws, all the tax related assets/credits, tax refunds, incentives, allowances, exemptions or rebates or such other benefits including but not limited to goods and service tax input credits, income tax including advance tax, withholding tax/ TDS, taxes withheld/ paid in a foreign country, self-assessment tax, regular tax, minimum alternate tax, dividend distribution tax, securities transaction tax, deferred tax assets/ liabilities, accumulated losses under the IT Act and allowance for unabsorbed depreciation under the IT Act, losses brought forward and unabsorbed depreciation as per the books of account, tax refunds (excluding corporate tax refunds), rights of any claim not made by the Amalgamating Company in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Amalgamating Company and any interest thereon, with regard to any law, act or rule or scheme made by the Appropriate Authority;
- (iv) to the extent permitted under the Applicable laws, all tax deferrals and exemptions and other benefits (in each case including the benefit of any applications made for the same), income tax benefits/ holidays and exemptions including the right to deduction for the residual period, i.e., for the period remaining as on the Appointed Date out of the total period for which the deduction is available in law, if any, and the benefits thereto;
- (v) all permits, licenses, permissions, approvals, authorisations, clearances, consents, benefits, registrations, rights, entitlements, credits, certificates, awards, sanctions, allotments, no objection certificates, exemptions, liberties and advantages and other licenses or clearances granted/ issued/ given by any governmental, statutory or regulatory or local or administrative bodies, organizations or companies for the purpose of carrying on its existing business or in connection therewith including those relating to privileges, powers, facilities of every kind and description of whatsoever nature and the benefits thereto that form part of the Amalgamating Company;
- (vi) all applicable registrations obtained by the Amalgamating Company including but not limited to the registration obtained under the GST Act;
- (vii) all contracts, agreements, know your customer details, service orders, benefit of any arrangements, allotments, approvals, authorities, registrations, exemptions, benefits, waivers, security and other agreements, engagements, memoranda of understanding/ undertakings/ agreements, memoranda of agreed points, expressions of interest, letters of intent, hire and purchase arrangements, agreements/deeds for hire of fitted assets, equipment purchase agreements, agreements with customers, purchase and other agreements with the supplier/ manufacturer of goods/ service providers, other arrangements, undertakings, deeds, bonds, schemes, concession agreements, claims, clearances and other instruments of whatsoever nature and description, whether vested or potential and written, oral or otherwise and all rights, title, interests, assurances, claims and benefits thereunder;



- (viii) all insurance policies, insurance covers and claims ;
- (ix) all intellectual property rights (whether owned, licensed or otherwise and whether registered or unregistered), applications (including hardware, software, licenses, source codes, object code, algorithm and scripts), registrations, servers, software assets, hardware assets, cloud, data centers, any devices including but not limited to laptops and mobile devices, goodwill, trade marks, trade names, service marks, copyrights, patents, project designs, marketing authorization, approvals, marketing intangibles, permits, permissions, incentives, privileges, special status, domain names, designs, trade secrets, research and studies, technical knowhow, confidential information and other benefits (in each case including the benefit of any applications made for the same) and all such rights of whatsoever description and nature and whether subsisting now or in the future, having equivalent or similar effect to the rights referred to above;
- (x) all rights to use, subscribe and avail, transfer or sell telephones, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interests held in trusts, registrations, engagements, arrangements of all kind, privileges and all other rights, easements, liberties and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in control of or vested in or granted in favour of or enjoyed and all other interests of whatsoever nature belonging to or in the ownership, power, possession or control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Amalgamating Company;
- (xi) all books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), test reports, computer programmes, domain names, drawings, manuals, data, databases including databases for procurement, commercial and management, catalogues, quotations, manuals, sales and advertising materials, lists of present and former customers and suppliers including service providers, other customer information, customer credit information, customer/ supplier pricing information, and all other books and records, whether in physical or demat form and all other interest of whatsoever nature belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Amalgamating Company;
- (xii) all Liabilities of the Amalgamating Company;
- (xiii) the Employees, if any, including liabilities of Amalgamating Company with regard to the Employees, if any, with respect to the payment of gratuity, superannuation, pension benefits and provident fund or other compensation or benefits, if any, whether in the event of resignation, death, retirement, retrenchment or otherwise, as on the Effective Date; and
- (xiv) all suits, actions, legal or other proceedings including quasi-judicial, arbitral of whatsoever nature involving or continued or to be enforced by or against the Amalgamating Company, which are capable of being continued by or against the



Amalgamated Company under the Applicable Law;

- (d) **"Amalgamation"** has the meaning given to it in Clause 1.2 (a) of Part I of this Scheme;
- (e) **"Applicable Law"** means (i) 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; (ii) writ, injunction, directions, directives, judgment, arbitral award, decree, orders or approvals of, or agreements with, any Appropriate Authority or recognized stock exchange, in each case having the force of law, and that is binding or applicable to a person, whether in effect as of the date on which this Scheme has been approved by the Boards or at any time thereafter;
- (f) **"Appointed Date"** means opening of business on April 1, 2023, or such other date as may be determined by the Board of Directors of the concerned Companies or directed/ allowed by the Competent Authority;
- (g) **"Appropriate Authority"** means any national, state, provincial, local or similar governmental, statutory, regulatory, administrative authority, agency, commission, departmental or public body or authority, board, SEBI, Stock Exchanges, RBI, tribunal or court or other entity authorized to make laws, rules, regulations, standards, requirements, procedures or to pass directions or orders, in each case having the force of law, or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of law, as may be applicable;
- (h) **"Board of Directors"** or **"Board"** in relation to the Amalgamated Company, Amalgamating Company and/or the Transferee Company, as the case may be, means the Board of Directors of such company in office at the relevant time, and unless it is repugnant to the context, shall include a committee duly constituted and authorised for the purposes of matters pertaining to this arrangement, Scheme and/or any other matter relating thereto;
- (i) **"Companies"** means the Amalgamated Company, Amalgamating Company and Transferee Company collectively, and **"Company"** shall mean any one of them as the context may require;
- (j) **"Competent Authority"** means the relevant bench(s) of the National Company Law Tribunal, or such other forum or authority as may be vested with any of the powers of the above mentioned tribunal under the Act for approving any scheme of arrangement, compromise or reconstruction of a company under Sections 230 to 232 of the Act, before which the confirmation petition/s in terms of Rule 15 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 is/are filed by the Amalgamated Company, Amalgamating Company and/or the Transferee Company, as the case may be;
- (k) **"Effective Date"** means the date or last of the dates on which the certified copy of the order of the Competent Authority sanctioning the Scheme is filed by the Amalgamated Company, Amalgamating Company and the Transferee Company with the Registrar of Companies, (whichever is later) after all the conditions and matters referred to in Clause 27 of the Scheme occur or have been fulfilled, obtained or waived, as applicable, in accordance with this

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Scheme. Any references in this Scheme to “upon this Scheme becoming effective” or “effectiveness of this Scheme” or “coming into effect of this Scheme” or likewise, shall mean the Effective Date;

- (l) **“Eligible Members”** has the meaning given to it in Clause 13.3 of Part IV of this Scheme;
- (m) **“Employees”** mean all permanent employees, if any, on the payroll of the Amalgamating Company, as on the Effective Date;
- (n) **“Encumbrance”** means without limitation (i) any options, claim, pre-emptive right, easement, limitation, attachment, restraint, mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance or interest of any kind securing, or conferring any priority of payment in respect of any obligation of any person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law, including any option or right of pre-emption, public right, common right, easement rights, any attachment, restriction on use, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off and/ or any other interest held by a third party; (ii) any voting agreement, conditional sale contracts, interest, option, right of first offer or transfer restriction; (iii) any adverse claim as to title, possession or use; and/ or (iv) any agreement, conditional or otherwise, to create any of the foregoing and the terms **“Encumbered”**, **“Encumber”** shall be construed accordingly;
- (o) **“Finance Support Business”** means the business of providing operation and maintenance and support services in relation to distribution of loans and other financial products to various MSME customers in non-metro cities in India;
- (p) **“Funds”** has the meaning given to it in Clause 10.2.8(d) of Part IV of this Scheme;
- (q) **“GST Act”** means Central Goods and Services Act, 2017 and all amendments or statutory modifications thereto or re-enactments thereof, including any rules made thereunder or notifications, circulars or orders made/ issued thereunder from time to time;
- (r) **“IT Act”** means Income Tax Act, 1961, the finance acts, amendment acts and other direct taxation laws of India (to the extent that such finance acts, amendment acts and other direct taxation laws, amend or relate to the taxes and surcharge imposed under the Income-Tax Act, 1961) as may be amended from time to time and the rules, regulations, notifications, circulars or orders made/ directions issued thereunder from time to time;
- (s) **“Liabilities”** means all debts (whether in Indian Rupees or foreign currency), present, contingent and future liabilities (including bills payable, term deposits, time and demand liabilities, borrowings, interest accrued, statutory reserves, provisions and all other liabilities including contingent liabilities, and obligations under any licenses or permits or schemes), loans raised and used, obligations incurred, duties of any kind, nature or description and undertakings of every kind or nature and the liabilities of any description whatsoever, whether present or future, and howsoever raised or incurred or utilized along with any charge, encumbrance, lien or security thereon;

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- (t) **"Listed NCD"** means the non-convertible debentures issued by the Amalgamated Company, which are listed on the Stock Exchange and have the details as specified in **Annexure A** of this Scheme;
- (u) **"NCD"** means the non-convertible debentures issued by the Amalgamated Company, whether unlisted/listed on Stock Exchange and shall include the Listed NCDs;
- (v) **"New Shares"** has the meaning given to it in Clause 13.3 of Part IV of this Scheme;
- (w) **"RBI"** means the Reserve Bank of India;
- (x) **"Record Date"** means a date to be fixed by the Board of Directors of the Amalgamated Company in consultation with the Amalgamating Company, for the purpose of determining the shareholders of the Amalgamating Company to whom New Shares would be issued, pursuant to this Scheme;
- (y) **"Registrar of Companies"** means the Registrar of Companies, Delhi;
- (z) **"Remaining Business"** means all the undertakings, investments, businesses, activities, operations, assets and liabilities of the Amalgamated Company, other than the Transferred Undertaking;
- (aa) **"Rupees" or "Rs."** means the Indian rupee which is the lawful currency of India;
- (bb) **"Scheme" or "the Scheme" or "this Scheme"** means this composite scheme of arrangement, in its present form or this Scheme with any amendment(s) or modification(s), if any, made by the shareholders of the respective Companies and accepted by the Boards of the respective Companies or such modification(s) as may be imposed by any Appropriate Authority and/or directed to be made by the Competent Authority(s) while sanctioning the Scheme;
- (cc) **"Share Exchange Ratio"** has the meaning given to it in Clause 13.3 of Part IV of this Scheme;
- (dd) **"SEBI"** means the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992;
- (ee) **"SEBI Circular"** means Chapter XII (*Scheme(s) of Arrangement by entities who have listed their NCDs/ NCRPS*) of the circular bearing no. SEBI/HO/DDHS/DDHS_Div1/P/CIR/2022/0000000103 dated July 29, 2022 (as updated on December 1, 2022) issued by SEBI or any other circulars issued by SEBI in this regard, including the clarification issued vide circular no. SEBI/HO/DDHS/DDHS-RACPOD1/P/CIR/2022/170, dated December 09, 2022;
- (ff) **"Slump Sale"** means sale of an undertaking on a going concern basis, for a lump sum consideration without values being assigned to the individual assets and liabilities, as defined under Section 2(42C) of the IT Act;
- (gg) **"Stock Exchange"** means BSE Limited;



- (hh) **"Transferee Company"** means Ziel Financial Technologies Private Limited, an unlisted private company incorporated under the Companies Act, 2013 and having CIN U67190HR2021PTC095753 and having its registered office at 6th Floor, Tower-A, Global Business Park Sector-26, M.G Road, Gurugram, Gurgaon, Haryana 122002⁴; and
- (ii) **"Transferred Contracts"** has the meaning given to it in Clause 18.3.4 of Part V of this Scheme;
- (jj) **"Transferred Employees"** shall mean all the employees of the Amalgamated Company employed in the Transferred Undertaking as on the Effective Date;
- (kk) **"Transferred Litigations"** has the meaning given to it in Clause 18.3.6 of Part V of this Scheme;
- (ll) **"Transferred Undertaking"** shall mean the businesses, undertakings, activities, operations and properties of the Amalgamated Company in relation to the Finance Support Business of whatsoever nature and kind and wheresoever situated consequent to the Amalgamation and shall include (but not be limited to) in relation to the Finance Support Business:
- (i) all immovable properties and rights thereto i.e. land together with the buildings and structures standing thereon (whether freehold, leasehold, leave and licensed, right of way, tenancies or otherwise) including car parks, roads, drains and culverts, civil works, foundations for civil works, buildings, warehouses, offices, etc., whether or not recorded in the books of accounts of the Amalgamated Company and all documents (including panchnamas, declarations, receipts) of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interest, benefits and interests of rental agreements for lease or license or other rights to use premises, in connection with the said immovable properties;
 - (ii) all assets, as are movable in nature forming part of the Amalgamated Company pertaining to the Finance Support Business, whether present or future or contingent, tangible or intangible, in possession or not, corporeal or incorporeal, in each case, wherever situated (capital work in progress, furniture, fixtures, fixed assets, computers, air conditioners, appliances, accessories, office equipment, communication facilities, installations, vehicles, inventories, stock in trade, stores and spares, packing material, raw material, tools and plants), actionable claims, advance payments, security deposit, earnest monies, margin money, sundry debtors, prepaid expenses, bills of exchange, promissory notes, financial assets, investment and shares in entities/ branches in India, outstanding loans and advances including accrued interest thereon, recoverable in cash or in kind or for value to be received, receivables, funds, cash and bank balances and deposits including accrued interest thereto with government, semi-government, local and other authorities and bodies, banks, customers and other persons, dividends declared or interest accrued thereon, reserves, provisions, funds, benefits of all agreements, bonds, debentures, debenture stock, units or pass through certificates, the benefits of any bank guarantees, performance guarantees;

⁴ NOTE: The Transferee Company is in the process of shifting its registered office to Union Territory of Delhi and is expected to complete the shifting of the registered office prior to filing of the first motion application with the NCLT.

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- (iii) to the extent permitted under the Applicable Laws, all the tax related assets/credits, tax refunds, incentives, allowances, exemptions or rebates or such other benefits including but not limited to goods and service tax input credits, income tax including advance tax, withholding tax/ TDS, taxes withheld/ paid in a foreign country, self-assessment tax, regular tax, minimum alternate tax, dividend distribution tax, securities transaction tax, deferred tax assets/ liabilities, accumulated losses under the IT Act and allowance for unabsorbed depreciation under the IT Act, losses brought forward and unabsorbed depreciation as per the books of account, tax refunds (excluding corporate tax refunds), rights of any claim not made by the Amalgamating Company in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Amalgamating Company and any interest thereon, with regard to any law, act or rule or scheme made by the Appropriate Authority;
- (iv) to the extent permitted under the Applicable laws, all tax deferrals and exemptions and other benefits (in each case including the benefit of any applications made for the same), income tax benefits/ holidays and exemptions including the right to deduction for the residual period, i.e., for the period remaining as on the Appointed Date out of the total period for which the deduction is available in law, if any, and the benefits thereto;
- (v) all permits, licenses, permissions, right of way, approvals, authorisations, clearances, consents, benefits, registrations, rights, entitlements, credits, certificates, awards, sanctions, allotments, quotas, no objection certificates, exemptions, pre-qualifications, bid acceptances, concessions, subsidies, liberties and advantages, approval for commissioning of project and other licenses or clearances granted/ issued/ given by any governmental, statutory or regulatory or local or administrative bodies, organizations or companies for the purpose of carrying on its existing business or in connection therewith including those relating to privileges, powers, facilities of every kind and description of whatsoever nature and the benefits thereto that form part of the Amalgamating Company in relation to the Finance Support Business;
- (vi) all applicable registrations obtained by the Amalgamating Company in relation to the Finance Support Business including but not limited to the registration obtained under the GST Act;
- (vii) all contracts, agreements, know your customer details, purchase orders/ service orders, benefit of any arrangements, allotments, approvals, authorities, registrations, exemptions, benefits, waivers, security and other agreements, engagements, memoranda of understanding/ undertakings/ agreements, memoranda of agreed points, bids, tenders, tariff policies, expressions of interest, letters of intent, hire and purchase arrangements, agreements/deeds for hire of fitted assets, equipment purchase agreements, agreements with customers, purchase and other agreements with the supplier/ manufacturer of goods/ service providers, other arrangements, undertakings, deeds, bonds, schemes, concession agreements, claims, clearances and other instruments of whatsoever nature and description, whether vested or potential and written, oral or otherwise and all rights, title, interests, assurances, claims and benefits thereunder and obligations exclusively relating to the Finance Support



Business, to which the Amalgamated Company is a party or to the benefit of which the Amalgamated Company may be eligible and which are subsisting or having effect immediately before Effective date;

- (viii) all insurance policies, insurance covers and claims pertaining to the Amalgamating Company in relation to the Finance Support Business;
- (ix) all rights to use, subscribe and avail, transfer or sell telephones, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interests held in trusts, registrations, engagements, arrangements of all kind, privileges and all other rights, easements, liberties and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in control of or vested in or granted in favour of or enjoyed and all other interests of whatsoever nature belonging to or in the ownership, power, possession or control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Amalgamating Company in relation to the Finance Support Business;
- (x) all books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), test reports, computer programmes, domain names, drawings, manuals, data, databases including databases for procurement, commercial and management, catalogues, quotations, manuals, sales and advertising materials, product registrations, dossiers, product master cards, quotations, sales and advertising materials, lists of present and former customers and suppliers including service providers, other customer information, customer credit information, customer/ supplier pricing information, and all other books and records, whether in physical or demat form and all other interest of whatsoever nature belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Amalgamating Company in relation to the Finance Support Business;
- (xi) all Liabilities of the Amalgamating Company in relation to the Finance Support Business;
- (xii) the Employees in relation to the Finance Support Business, if any, including liabilities of Amalgamating Company with regard to the Employees, if any, with respect to the payment of gratuity, superannuation, pension benefits and provident fund or other compensation or benefits, if any, whether in the event of resignation, death, retirement, retrenchment or otherwise, as on the Effective Date; and
- (xiii) all suits, actions, legal or other proceedings including quasi-judicial, arbitral of whatsoever nature involving or continued or to be enforced by or against the Amalgamating Company in relation to the Finance Support Business, which are capable of being continued by or against the Amalgamated Company under the Applicable Law;

Notwithstanding the aforesaid, it is clarified that the Transferred Undertaking shall not include the existing technology platform and intellectual property rights of the Amalgamated Company even when the same pertains to the Finance Support Business

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being transferred from the Amalgamated Company to the Transferee Company.

It is hereby clarified that in case of any ambiguity that may arise as to whether a specified asset or liability pertains to or does not pertain to the Transferred Undertaking or whether it arises out of the activities or operations of the Transferred Undertaking, the ambiguity shall be resolved by mutual agreement between the Board of Directors of the Amalgamated Company and the Transferee Company.

All references to the term 'Amalgamated Company' in the definition of Transferred Undertaking shall mean the Amalgamated Company after giving effect to the Amalgamation of the Amalgamating Company into and with the Amalgamated Company with effect from the Appointed Date.

9. INTERPRETATION

- 9.1 The expressions, which are used in this Scheme and not defined in this Scheme shall, unless repugnant or contrary to the context or meaning hereof, have the same meaning ascribed to them under the Act, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996, IT Act and other Applicable Laws, rules, regulations, by-laws, as the case may be, including any statutory modification or re-enactment thereof, from time to time.
- 9.2 References to Clauses and recitals, unless otherwise provided, are to Clauses and recitals to this Scheme.
- 9.3 The headings herein shall not affect the construction of this Scheme.
- 9.4 The singular shall include the plural and *vice versa*; and references to one gender include all genders.
- 9.5 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 9.6 References to a person includes any individual, firm, body corporate (whether incorporated or not), Appropriate Authority, or any joint venture, association, partnership, works council or employee representatives' body (whether or not having separate legal personality).
- 9.7 Terms "hereof", "herein", "hereby", "hereto" and derivative or similar words shall refer to this entire Scheme or specified Clauses of this Scheme, as the case may be.
- 9.8 A reference to "writing" or "written" includes printing, typing, lithography and other means of reproducing words in a visible form including e-mail.
- 9.9 Reference to any agreement, contract, document or arrangement or to any provision thereof shall include references to any such agreement, contract, document or arrangement as it may, after the date hereof, from time to time, be amended, supplemented or novated.
- 9.10 References to any provision of law or legislation or regulation shall include: (a) such provision as

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from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Scheme) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to the transaction entered into under this Scheme and (to the extent liability there under may exist or can arise) shall include any past statutory provision (as amended, modified, re-enacted or consolidated from time to time) which the provision referred to has directly or indirectly replaced, (b) all subordinate legislations (including circulars, notifications, clarifications or supplement(s) to, or replacement or amendment of, that law or legislation or regulation) made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated from time to time) and any retrospective amendment.

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PART III: SHARE CAPITAL OF THE COMPANIES

9.11 SHARE CAPITAL OF THE AMALGAMATING COMPANY

- 9.11.1 The share capital of the Amalgamating Company, as on the date of the meeting of Board of Directors of the Amalgamating Company for considering and approving this Scheme, i.e., as on August, 10, 2023, is as under:

	In Rs.
Authorized Share Capital	10,00,00,000
50,00,000 Equity Shares of Rs. 10 each	5,00,00,000
50,00,000 Compulsorily Convertible Preference Shares of Rs. 10 each	5,00,00,000
Issued, Subscribed and Paid-up Share Capital	5,72,11,000
37,51,100 Equity Shares of Rs. 10 each	3,75,11,000
19,70,000 Compulsorily Convertible Preference Shares of Rs. 10 each	1,97,00,000

- 9.11.2 The equity shares and preference shares of the Amalgamating Company are unlisted.
- 9.11.3 Apart from the aforementioned shares, the Amalgamating Company has not issued any other shares or other ownership interests of the Amalgamating Company or any options (including employee stock options), warrants, rights or other securities (including but not limited to compulsorily convertible preference shares and compulsorily convertible debentures) that are directly or indirectly convertible into, or exercisable or exchangeable for, such equity capital.

9.12 SHARE CAPITAL OF THE AMALGAMATED COMPANY

- 9.12.1 The share capital of the Amalgamated Company, as on the date of the meeting of Board of Directors of the Amalgamated Company for considering and approving this Scheme, i.e., as on August, 10, 2023, is as under:

	In Rs.
Authorized Share Capital	90,69,98,520
7,33,81,715 Equity Shares of Rs. 10 each	73,38,17,150
1,73,18,137 Preference Shares of Rs. 10 each	17,31,81,370
Issued, Subscribed and Paid-up Share Capital	68,79,53,600
5,36,78,676 Equity Shares of Rs. 10 each	53,67,86,760
1,51,16,684 Preference Shares of Rs. 10 each	15,11,66,840

- 9.12.2 The equity shares and preference shares of the Amalgamated Company are unlisted. However, some of the non-convertible debentures issued by the Amalgamated Company are listed on the Stock Exchange.
- 9.12.3 The Amalgamated Company has created a pool of 45,86,348 (forty-five lakh eighty six thousand three hundred and forty eight) employee stock options, convertible into equity shares of the Amalgamated Company.

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- 9.12.4 Apart from the aforementioned shares, the Amalgamated Company has not issued any other shares or other ownership interests of the Amalgamated Company or any options (including employee stock options), warrants, rights or other securities (including but not limited to compulsorily convertible preference shares and compulsorily convertible debentures) that are directly or indirectly convertible into, or exercisable or exchangeable for, such equity capital.

9.13 SHARE CAPITAL OF THE TRANSFeree COMPANY

- 9.13.1 The share capital of the Transferee Company, as on the date of the meeting of Board of Directors of the Transferee Company for considering and approving this Scheme, i.e., as on August, 10, 2023, is as under:

	In Rs.
Authorized Share Capital	17,00,00,000
1,50,00,000 Equity Shares of Rs. 10 each	15,00,00,000
20,00,000 Compulsorily Convertible Preference Shares of Rs. 10 each	2,00,00,000
Issued, Subscribed and Paid-up Share Capital	13,98,00,000
1,39,80,000 Equity Shares of Rs. 10 each	13,98,00,000

- 9.13.2 The equity shares of the Transferee Company are unlisted.
- 9.13.3 Apart from the aforementioned shares, the Transferee Company has not issued any other shares or other ownership interests of the Transferee Company or any options (including employee stock options), warrants, rights or other securities (including but not limited to compulsorily convertible preference shares and compulsorily convertible debentures) that are directly or indirectly convertible into, or exercisable or exchangeable for, such equity capital.

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PART IV: AMALGAMATION OF THE AMALGAMATING COMPANY INTO AND WITH THE AMALGAMATED COMPANY

10. TRANSFER AND VESTING

10.1 With effect from the Appointed Date, upon this Scheme becoming effective, and subject to the provisions of this Scheme, the Amalgamating Company along with all its assets, liabilities, contracts, employees, licenses, consents, permits, records, approvals, etc. shall, pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Act, Section 2(1B) of the IT Act and any other Applicable Law without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in the Amalgamated Company as a going concern, so as to become, as and from the Appointed Date, the estate, assets, rights, title, interests and authorities including accretions and appurtenances, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/ or financial institutions, and liabilities, contracts, employees, licenses, consents, permits, records, approvals, etc., of the Amalgamated Company by virtue of and in the manner provided in this Scheme.

10.2 Without prejudice to the generality of the above, with effect from the Appointed Date and upon this Scheme becoming effective:

10.2.1 Transfer of Assets

- (a) All assets of the Amalgamating Company, as are movable in nature (including investment in shares and marketable securities) or incorporeal property or are otherwise capable of transfer by physical or constructive delivery, novation and/or by endorsement and delivery or by vesting and recordal or by operation of law pursuant to this Scheme, whether provided for or not in the books of accounts or disclosed in the balance sheet of the Amalgamating Company, shall stand transferred to vested in and/or be deemed to be transferred and vested in the Amalgamated Company and shall become the property and an integral part of the Amalgamated Company, with effect on and from the Appointed Date pursuant to the provisions of the Act and all other applicable provisions of Applicable Law, if any, without requiring any deed or instrument of conveyance for transfer of the same. The vesting pursuant to this sub-Clause shall be deemed to have occurred by physical or constructive delivery or by endorsement, as appropriate to the property being vested and title to the property shall be deemed to have been transferred accordingly;
- (b) without prejudice to the generality in respect of movable assets other than those dealt with in Clause 10.2.1(a) above, all other movable properties of the Amalgamating Company, including actionable claims, earnest monies, margin money, receivables, 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 Appropriate Authorities, bodies, customers and any other persons, shall without any further act, instrument or deed, would get transferred and become the property of the Amalgamated Company to the end and intent that the right of the Amalgamating Company to recover or realize the same stands transferred to the Amalgamated Company, and that appropriate entries should be passed in the books of the Amalgamated Company to record the aforesaid change, without any notice or other intimation to such debtors, depositors or

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persons as the case may be. The Amalgamated Company shall upon sanction of the Scheme be entitled to the delivery and possession of all documents of title of such movable property in this regard. The Amalgamated Company shall, if so required, also give notice in such form as it may deem fit and proper to the debtors or obligor or any other person, that pursuant to the sanction of the Scheme by the Competent Authority, the said debtors should pay to the Amalgamated Company the debt, investment, loan, claim, bank balances, deposit or advance or make the same on account of the Amalgamating Company and the right of the Amalgamating Company to recover and realize the same stands vested in the Amalgamated Company;

- (c) without prejudice to the generality of the foregoing, all assets, estates, rights, title, interest and authorities held by the Amalgamating Company on the Appointed Date as specified in Clauses 10.2.1 (a) and 10.2.1 (b) above, whether or not included in the books of the Amalgamating Company shall also, without any further act, instrument or deed, stand transferred to and vested in and/or be deemed to be transferred to and vested in the Amalgamated Company upon coming into effect of this Scheme under the provisions of Section 230 to 232 of the Act and all other applicable provisions of the Applicable law;;
- (d) without prejudice to the generality of the foregoing, upon the coming into effect of this Scheme, all the rights, title, interest and claims of the Amalgamating Company, in any and all immovable properties (including land, together with buildings and structures standing thereon) and rights and interests thereon or embedded to the land and rights and interests in immovable properties forming part of the Amalgamating Company, whether freehold or leasehold or licensed or otherwise, all tenancies, and all documents of title, right, security deposits and easements in relation thereto shall stand transferred to and be vested in and/or be deemed to have been transferred to and vested in the Amalgamated Company, without any further act or deed done by the Amalgamating Company and the mere filing thereof with the appropriate registrar or sub-registrar or with the relevant Appropriate Authority shall suffice as record of continuing titles with the Amalgamated Company and shall be constituted as a deemed mutation and substitution thereof. The Amalgamated Company shall be entitled to and shall exercise all rights and privileges attached thereto including refund of any security deposits and shall be liable to pay the appropriate rent, rates and taxes and fulfill all obligations in relation to or applicable to such immovable properties. The relevant authorities shall grant all clearances / permissions, if any, required for enabling the Amalgamated Company to absolutely own and enjoy the immovable properties in accordance with Applicable Law. 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 Amalgamated Company by the appropriate authorities pursuant to the sanction of this Scheme by the Competent Authority in accordance with the terms hereof. The Amalgamated Company shall upon the Scheme becoming effective be entitled to the delivery and possession of all documents of title to such immovable property in this regard, which are in possession of the Amalgamating Company. It is hereby clarified that, except where prior consent of the lessor is required for an assignment, all the rights, title, and interest of the Amalgamating Company in any leasehold properties shall without any further act, instrument, or deed, be vested in or be deemed to have been vested in the Amalgamated Company. It is clarified that the Amalgamated Company shall be entitled to engage in such correspondence and make such representations, as may be necessary for the purposes of the aforesaid mutation and/or substitution. For the purposes this Clause, the Board of the



relevant Companies may, in their absolute discretion mutually decide the manner of giving effect to the transfer or vesting of the whole or part of the right, title and interest in all or any of the immovable properties along with any attendant formalities involved, including by way of execution of deed(s) of conveyance, assignment, transfer or rectification, in order to give effect to the objectives of the Scheme;

- (e) all estates, assets, rights, title, claims, interest, investments and properties of the Amalgamating Company as on the Appointed Date, including accretions and appurtenances, whether or not included in the books of the Amalgamating Company, and all assets, rights, title, interest, investments and properties, which are acquired by the Amalgamating Company on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets and properties of the Amalgamated Company;
- (f) on and from the Effective Date and till such time that the name(s) of the bank accounts of the Amalgamating Company have been replaced with that of the Amalgamated Company, the Amalgamated Company shall be entitled to maintain and operate the bank accounts in the name of the Amalgamating Company and for such time as may be determined to be necessary by the Amalgamated Company. All cheques and other negotiable instruments, pay orders, electronic fund transfers (like NEFT, RTGS, etc.) received or presented for encashment which are in the name of Amalgamating Company after the effectiveness of this Scheme, shall be deemed to have been in the name of Amalgamated Company and credited to the account of Amalgamated Company, if presented by the Amalgamated Company or received through electronic transfers and shall be accepted by the relevant bankers and credited to the accounts of the Amalgamated Company. Similarly, the banker(s) of Amalgamated Company shall honour all cheques, negotiable instruments, pay orders, electronic fund transfer instructions issued by Amalgamating Company, for payment after the effectiveness of this Scheme. If required, the bankers of Amalgamating Company and/or Amalgamated Company shall allow maintaining and operating of the bank accounts (including banking transactions carried out electronically) in the name of Amalgamating Company by Amalgamated Company for such time as may be determined to be necessary by the Boards of Amalgamating Company and Amalgamated Company for presentation and deposit of cheques, negotiable instruments, pay order and electronic transfers that have been issued/ made in the name of Amalgamating Company;
- (g) all letters of intent, requests for proposal, and other instruments of whatsoever nature to which the Amalgamating Company is a party to or to the benefit of which the Amalgamating Company may be eligible for, shall remain in full force and effect against or in favour of the Amalgamated Company and may be enforced as fully and effectually as if, instead of the Amalgamating Company, the Amalgamated Company had been a party or beneficiary or obligee thereto. Upon coming into effect of the Scheme, the past track record of the Amalgamating Company shall be deemed to be the track record of the Amalgamated Company for all commercial and regulatory purposes; and
- (h) all motor vehicles of any description whatsoever of Amalgamating Company shall stand transferred to and be vested in the Amalgamated Company, and the appropriate authorities shall substitute the name of Amalgamated Company in place of Amalgamating Company, without any further instrument, deed or act or further payment of fee, charge or securities.

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10.2.2 Transfer of Liabilities

- (a) all secured and unsecured Liabilities howsoever arising, whether provided for or not in the books of accounts or disclosed in the balance sheet of the Amalgamating Company, shall without any further act, instrument or deed be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of every kind, nature and description of the Amalgamated Company and the Amalgamated Company 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 any other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen, in order to give effect to the provisions of this Clause. Necessary modification, as may be required would be carried out to the debt instrument issued by the Amalgamating Company, if any;
- (b) all loans raised and used and all debts, duties, undertakings, liabilities and obligations incurred or undertaken by the Amalgamating Company after the Appointed Date and prior to the Effective Date shall also be deemed to have been raised, used, incurred or undertaken for and on behalf of the Amalgamated Company and, to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme, pursuant to the provisions of the Act and all other applicable provisions of Applicable Laws, without any further act, instrument or deed shall stand transferred to and vested in or be deemed to have been transferred to and vested in the Amalgamated Company and shall become the debt, duties, undertakings, liabilities and obligations of the Amalgamated Company which shall meet, discharge and satisfy the same;
- (c) where any of the debts, liabilities, duties and obligations incurred before the Appointed Date by the Amalgamating Company, deemed to have been transferred to the Amalgamated Company by virtue of this Scheme, have been partially or fully redeemed, repaid, met, discharged or satisfied by the Amalgamating Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Amalgamated Company;
- (d) loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Amalgamating Company and Amalgamated Company shall, *ipso facto*, stand discharged and come to an end and there shall be no liability in that behalf on any party and the appropriate effect shall be given in the books of accounts and records of the Amalgamated Company; and
- (e) subject to the necessary consents being obtained in accordance with the terms of this Scheme, the provisions of this Clause shall operate notwithstanding anything to the contrary contained in any deed or writing or the terms of sanction or issue or any security document, all of which instruments shall stand modified and / or superseded by the foregoing provisions of this Scheme. It is expressly provided that, no other terms or conditions of the liabilities transferred to the Amalgamated Company is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication;

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10.2.3 Transfer of Encumbrances

- (a) the transfer and vesting of movable and immovable properties as stated in the Clauses hereinabove, shall be subject to Encumbrances, if any, affecting the same;
- (b) all Encumbrances, if any, existing prior to the Effective Date over the assets of the Amalgamating Company which secure or relate to any liability, shall, after the Effective Date, without any further act, instrument or deed, continue to be related and attached to such assets or any part thereof to which they related or were attached prior to the Effective Date and as are transferred to the Amalgamated Company. Provided that if any of the assets of the Amalgamating Company have not been Encumbered in respect of the liabilities, such assets shall remain unencumbered and the existing Encumbrance referred to above shall not be extended to and shall not operate over such assets. Further, such Encumbrances shall not relate or attach to any of the assets of the Amalgamated Company. The absence of any formal amendment which may be required by a lender or trustee or any third party shall not affect the operation of the foregoing provisions of this Scheme;
- (c) the existing Encumbrances over the other assets and properties of the Amalgamated Company or any part thereof which relate to the liabilities and obligations of the Amalgamated Company prior to the Effective Date shall continue to relate to such assets and properties and shall not extend to or attach to any of the assets and properties of the Amalgamating Company transferred to and vested in the Amalgamated Company by virtue of the Scheme. The Scheme shall not operate to enlarge the Encumbrances in respect of the Amalgamating Company over the properties, assets, rights, benefits and interest of the Amalgamated Company (as existing immediately prior to the Effective Date) nor shall the Amalgamated Company be obliged to create any further or additional security after the Scheme has become effective or otherwise;
- (d) any reference in any security documents or arrangements (to which the Amalgamating Company is a party) to the Amalgamating Company and its assets and properties, shall be construed as a reference to the Amalgamated Company by virtue of this Scheme;
- (e) the foregoing provisions shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security documents, all of which instruments, deeds or writings shall be deemed to have been modified and/ or superseded by the foregoing provisions; and
- (f) without any prejudice to the foregoing Clauses, the Amalgamating Company and the Amalgamated Company shall enter into and execute such other deeds, instruments or documents and/or writings and/ or do all the acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge(s), with the Registrar of Companies to give formal effect to the above provisions, if required;

10.2.4 Transfer of Contracts, Deeds, etc.

- (a) all contracts, agreements, memoranda of undertakings, memoranda of agreement, memoranda of agreed points, letters of agreed points, bids, letters of intent, arrangements, undertakings whether written or otherwise, lease rights, deeds, bonds, understandings,

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insurance policies, applications, schemes and instruments of whatsoever nature to which the Amalgamating Company is a party, or to the benefit of which, the Amalgamating Company may be eligible/entitled, and which are subsisting and having effect immediately before the Effective Date, shall without any further act, instrument or deed continue in full force and effect on, against or in favour of the Amalgamated Company and may be enforced as fully and effectually as if, instead of the Amalgamating Company, the Amalgamated Company had been a party or beneficiary or obligor thereto or thereunder. If the Amalgamated Company enters into and/ or issues and/ or executes deeds, writings or confirmations or enters into any tripartite arrangements, confirmations or novations, the Amalgamating Company may, if necessary, also be party to such documents in order to give formal effect to the provisions of this Scheme, if so required and permitted under the law;

- (b) without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Amalgamating Company occurs by virtue of this Scheme itself, the Amalgamated Company may, at any time after coming into effect of the Scheme, in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or arrangements with any party to any contract or arrangement to which the Amalgamating Company is a party, including any filings with the regulatory authority or any writings, as may be necessary in order to give formal effect to the provisions of this Scheme. In relation to the same, any procedural requirements required to be fulfilled solely by the Amalgamating Company (and not by any of its successors), shall be fulfilled by the Amalgamated Company as if it is the duly constituted attorney of the Amalgamating Company;
- (c) on and from the Effective Date, and thereafter, the Amalgamated Company shall be entitled to complete and enforce all pending contracts and transactions in respect of the Amalgamating Company, in the name of the Amalgamating Company in so far as may be necessary until the transfer of rights and obligations of the Amalgamating Company to the Amalgamated Company under this Scheme has been given effect to under such contracts and transactions; and
- (d) any claim(s) due to the Amalgamating Company from its customers or otherwise and which has not been received by the Amalgamating Company as on the date immediately preceding the Appointed Date as the case may be, shall also belong to and be received by the Amalgamated Company;

10.2.5 Transfer of Licenses and Approvals

- (a) all approvals, allotments, consents, concessions, clearances, credits, awards, sanctions, exemptions, subsidies, rehabilitation schemes, registrations, no-objection certificates, permits, quotas, rights, entitlements, authorisation, pre-qualifications, bid acceptances, tenders, 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 (including but not limited to permissions granted in relation to launch futures and options contracts), privileges, powers, facilities, letter of allotments and certificates of every kind and description whatsoever in relation to the Amalgamating Company, or to the benefit of which the Amalgamating Company may be eligible/ entitled, and which are

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subsisting or having effect immediately before the Effective Date, including the benefits of any applications made for any of the foregoing, shall be and remain in full force and effect in favour of the Amalgamated Company and may be enforced as fully and effectually as if, instead of the Amalgamating Company, the Amalgamated Company had been a party or beneficiary or obligee 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 Amalgamated 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 Amalgamated Company shall file appropriate applications/ documents with relevant authorities concerned for information and record purposes;

- (b) all statutory licenses, no objection certificates, consents, permissions, approvals, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Amalgamating Company or any applications made for the same by the Amalgamating Company shall stand transferred to the Amalgamated Company, as if the same were originally given by, issued to or executed in favour of the Amalgamated Company, and the Amalgamated Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Amalgamated Company;
- (c) all trademarks whether registered or unregistered, trade names, service marks, copyrights, patents, logos, corporate names, brand names, domain names and all registrations, applications and renewals in connection therewith, and software and all website content (including text, graphics, images, audio, video and data), trade secrets, confidential business information and other proprietary information along with all rights of commercial nature including attached goodwill, title, interest, labels and brand registrations and all such other industrial and intellectual property rights of whatsoever nature) or are otherwise capable of transfer by delivery or possession or by endorsement of the Amalgamating Company, shall stand transferred to and vested in the Amalgamated Company without any further act, instrument or deed, upon the sanction of this Scheme by the Competent Authority. 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 the title to the property shall be deemed to have been transferred accordingly;
- (d) benefits of any and all corporate approvals as may have already been taken by the Amalgamating Company, whether being in the nature of compliances or otherwise, including without limitation approvals under Sections 42, 62, 180, 185, 186, etc., of the Act read with the rules and regulations made thereunder, shall stand transferred to the Amalgamated Company and the said corporate approvals and compliances shall be deemed to have been taken/ complied with by the Amalgamated Company; it being clarified that if any such resolutions have any monetary limits approved subject to the provisions of the Act and of any other applicable statutory provisions, then the said limits, as are considered necessary by the Board of the Amalgamated Company, shall be added to the limits, if any, under the like resolutions passed by the Amalgamated Company;
- (e) the Amalgamating Company and/ or the Amalgamated Company as the case may be, shall,

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at any time after this Scheme becoming effective in accordance with the provisions hereof, if so required under Applicable Laws 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 Amalgamating Company. It is hereby clarified that where the consent of any third party or Appropriate Authority, if any, is required to give effect to the provisions of this Clause, the said third party or Appropriate Authority shall make and duly record the necessary substitution/ endorsement in the name of the Amalgamated 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 Amalgamated Company shall file appropriate applications/ documents with relevant authorities concerned for information and record purposes;

- (f) since each of the permissions, approvals, consents, sanctions, remissions, special reservations, holidays, incentives, concessions and other authorizations, shall stand vested by the order of sanction of the Competent Authority in the Amalgamated Company, the Amalgamated 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 sanctioning courts;
- (g) the Amalgamated Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Amalgamating Company and to carry out or perform all such acts, formalities or compliances referred to above as may be required in this regard;
- (h) upon the Effective Date and until all licences, permits, quotas, approvals, incentives, subsidies, rights, claims, leases, tenancy rights, liberties, rehabilitation schemes, special status are transferred, vested, recorded, effected, and/or perfected, in the record of the Appropriate Authority, in favour of the Amalgamated Company, the Amalgamated Company is authorised to carry on business in the name and style of the Amalgamating Company, and under the relevant license and or permit and/or approval, as the case may be;

10.2.6 Transfer of Legal and other Proceedings

- (a) any pending suits/appeals, all legal or other proceedings including before any statutory or quasi-judicial authority or tribunal or other proceedings of whatsoever nature relating to the Amalgamating Company, whether by or against the Amalgamating Company, whether pending on the Effective Date or which may be instituted at any time in the future, if such proceedings are capable of being continued by or against the Amalgamated Company, they shall not abate, be discontinued or in any way prejudicially be affected by reason of this amalgamation of the Amalgamating Company into and with the Amalgamated Company or anything contained in this Scheme. The proceedings shall continue by or against the Amalgamated Company in the same manner and to the same extent as they would have been continued, prosecuted and/or enforced by or against the Amalgamating Company, if this Scheme had not been implemented;
- (b) in case of any litigation, suits, recovery proceedings which are to be initiated by or may be initiated against the Amalgamating Company, the Amalgamated Company shall be made

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party thereto and shall prosecute or defend such proceedings in co-operation with Amalgamating Company and any payment received as recovery/refund by the Amalgamating Company in relation to such proceedings shall be transferred to Amalgamated Company;

- (c) the Amalgamated Company undertakes to have all legal or other proceedings initiated by or against the Amalgamating Company, which are capable of being continued by or against the Amalgamated Company, transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against the Amalgamated Company; and
- (d) In case of any proceedings which are initiated or to be initiated or may be initiated by or against Amalgamating Company, which is the responsibility of the Amalgamated Company and for which the Amalgamated Company has not been made a party in accordance with Clause 10.2.6(b) or which has not be transferred to the name of Amalgamated Company in accordance with Clause 10.2.6(c), the Amalgamating Company shall (unless the Boards of the Amalgamating Company and Amalgamated Company shall determine to otherwise assign control of a proceeding) defend the same in good faith and in accordance with the advice of the Amalgamated Company and at the cost of the Amalgamated Company, and the Amalgamated Company shall reimburse and indemnify the Amalgamating Company against all Liabilities incurred by the Amalgamating Company in respect thereof, and in the event the Amalgamating Company receives any recovery/refund of claim in relation to such proceedings, it will transfer such amount to the Amalgamated Company; and
- (e) the Amalgamated Company shall be deemed to be authorized under this Scheme to execute any pleadings, applications, forms, etc., as are required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of this Scheme;

10.2.7 Taxation related provisions

To the extent permitted under the Applicable Laws:

- (a) all the expenses incurred by the Amalgamating Company and the Amalgamated Company in relation to the amalgamation of the Amalgamating Company with the Amalgamated Company as per this Scheme, including stamp duty expenses, if any, shall be allowed as deduction to the Amalgamated Company in accordance with Section 35DD of the IT Act over a period of 5 (five) years beginning with the previous year in which the Scheme becomes effective.
- (b) upon the Scheme becoming effective, the Amalgamated Company is expressly permitted to revise, its financial statements and returns (including tax deducted at source ("TDS") or tax collected at source ("TCS") returns) along with prescribed forms, filings and annexures (including but not limited to TDS certificates) under the IT Act (including for the purpose of re-computing income-tax under the normal provisions, minimum alternative tax, and claiming other tax benefits), GST Act and other tax laws, if required to give effect to the provisions of the Scheme. The Amalgamated Company is also expressly permitted to claim refunds / credits in respect of any transaction by and between the Amalgamating Company and the Amalgamated Company. With respect to the TDS certificates issued in the name of Amalgamating Company after the Appointed Date, the same shall be deemed to be issued in the name of the Amalgamated Company for the income tax purposes.

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- (c) upon the Scheme becoming effective, and with effect from the Appointed Date, any tax related permissions, whether allotted, granted, sanctioned, or allowed by an Appropriate Authority, or enjoyed, or availed of, by the Amalgamating Company, shall, without any further act or deed, vest with, and be enjoyed by or available to the Amalgamated Company on the same terms and conditions, as if the same had been allotted, granted, sanctioned or allowed to the Amalgamated Company;
- (d) any actions taken by the Amalgamating Company to comply with tax laws (including payment of taxes, maintenance of records, payments, returns, tax filings, etc., shall constitute or shall be deemed to constitute adequate compliance by the Amalgamating Company with the relevant obligations under such tax laws;
- (e) upon the Scheme becoming effective and with effect from the Appointed Date, the Amalgamated Company, shall be entitled to (i) claim deductions with respect to provisions, expenses, etc., disallowed in earlier years in the hands of the Amalgamating Company, which may be allowable in accordance with the provisions of the IT Act on or after the Appointed Date; and (ii) exclude items such as provisions, reversals, etc., for which no deduction or tax benefit has been claimed by the Amalgamating Company prior to the Appointed Date.
- (f) upon the Scheme becoming effective and with effect from Appointed Date, the Amalgamated Company is expressly permitted to claim any deduction (including deferred revenue expenditure, whether or not recorded for tax purposes) otherwise admissible, including payment admissible on actual payment or on deduction of appropriate taxes or on payment of tax deducted at source such as under section 40, 40A, 43B, etc. of the IT Act / exemption, refunds and/or credit for taxes paid (including MAT, TDS/TCS, income tax including advance tax, self assessment tax, dividend distribution tax, carry forward of accumulated losses, unabsorbed depreciation, foreign tax credit, etc.) and for matters incidental thereto under the IT Act, GST Act and other applicable tax laws. All tax assessment proceedings/ appeals of whatsoever nature by or against the Amalgamating Company pending and/or arising as on the date immediately preceding the Appointed Date and relating to the Amalgamating Company shall be continued and/or enforced until the Effective Date by the Amalgamating Company. In the event of the Amalgamating Company failing to continue or enforce any proceeding/ appeal, the same may be continued or enforced by the Amalgamated Company, at the cost of the Amalgamated Company. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against the Amalgamated Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Amalgamated Company.
- (g) further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Amalgamating Company with the Amalgamated Company or anything contained in the Scheme.
- (h) any tax liabilities under the IT Act, service tax laws, excise duty laws, central sales tax, customs duty laws, local body tax, entry tax, wealth tax, GST Act, applicable state value added tax laws or other Applicable Laws dealing with taxes/ duties or levies of the Amalgamating Company to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to or stand transferred

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to the Amalgamated Company. Any surplus in the provision for taxation / duties or levies account including advance tax, foreign tax credit, MAT credit and TDS as on the date immediately preceding the Appointed Date shall also be transferred to the account of the Amalgamated Company.

- (i) any refund under the IT Act, service tax laws, excise duty laws, central sales tax, customs duty, goods and services tax laws, applicable state value added tax laws or other Applicable Laws dealing with taxes/ duties or levies due to the Amalgamating Company consequent to the assessment made on Amalgamating Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Amalgamated Company upon this Scheme becoming effective.
- (j) the tax payments (including, without limitation income tax including advance tax, self-assessment tax, dividend distribution tax, MAT, service tax, excise duty, central sales tax, customs duty, local body tax, entry tax, wealth tax, goods and services tax, applicable state value added tax, etc.) whether by way of TDS/TCS, foreign tax credit, advance tax, all earnest monies, margin money, security deposits provisional payments, payment under protest, or otherwise howsoever, by the Amalgamating Company after the Appointed Date, shall be deemed to be paid by the Amalgamated Company and shall, in all proceedings, be dealt with accordingly. Credit for such taxes shall be allowed to the Amalgamated Company notwithstanding that certificates or challan for taxes paid are in the name of the Amalgamating Company and not in the name of the Amalgamated Company.
- (k) further, any TDS by the Amalgamating Company / Amalgamated Company on transactions with the Amalgamated Company / Amalgamating Company, if any (from Appointed Date to Effective Date) shall be deemed to be advance tax paid by the Amalgamated Company and shall, in all proceedings, be dealt with accordingly.
- (l) Obligation for TDS on any payment made by or to be made by the Amalgamating Company under the IT Act, service tax laws, excise duty laws, central sales tax, customs duty, goods and services tax laws, applicable state value added tax laws or other Applicable Laws dealing with taxes/ duties or levies shall be made or deemed to have been made and duly complied with by the Amalgamated Company.
- (m) without prejudice to the generality of the above, all benefits, entitlements, incentives, accumulated losses, and allowance for unabsorbed depreciation as per Section 72A of the IT Act, losses brought forward and unabsorbed depreciation as per books of accounts, credits, registrations (including, without limitation income tax, minimum alternate tax, TDS/TCS, taxes withheld/paid in foreign country, wealth tax, service tax, excise duty, central sales tax, applicable state value added tax, customs duty, goods and services tax, CENVAT, registrations, etc.) to which the Amalgamating Company is entitled to in terms of Applicable Laws, shall be available to and vest in the Amalgamated Company, upon this Scheme coming into effect.
- (n) upon coming into effect of this Scheme, all tax compliances under any tax laws by the Amalgamating Company on or after Appointed Date shall be deemed to be made by the Amalgamated Company.

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- (o) the accumulated losses and the allowance for unabsorbed depreciation of the Amalgamating Company shall be deemed to be the loss and the allowance for unabsorbed depreciation of the Amalgamated Company in accordance with Section 72A of the IT Act.
- (p) further, the losses and unabsorbed depreciation as per books of account of the Amalgamating Company as on the date immediately preceding the Appointed Date shall be deemed to be the brought forward losses and unabsorbed depreciation of the Amalgamated Company for the purpose of computation of book profit to calculate the minimum alternate tax payable by the Amalgamated Company.
- (q) without prejudice to the generality of the above, credits (including, without limitation income tax, minimum alternate tax, tax deducted at source, taxes withheld/ paid in a foreign country, wealth tax, service tax, excise duty, central sales tax, applicable state value added tax, customs duty drawback, goods and service tax, etc.) to which the Amalgamating Company is entitled to in terms of Applicable Laws, shall be available to and vest in the Amalgamating Company upon coming into effect of this Scheme.
- (r) The Companies shall be entitled to file/revise its respective income tax returns, TDS certificates, TDS returns, wealth tax returns and other statutory returns, if required, and shall have the right to claim refunds, advance tax credits, credit of tax deducted at source, dividend distribution tax credits, credit of foreign taxes paid/ withheld, excise, service tax credits, set off, goods and services tax, etc., if any, as may be required consequent to implementation of this Scheme.

10.2.8 Transfer of Employees

- (a) all Employees of the Amalgamating Company, if any, remaining on the Effective Date, shall become employees of the Amalgamated Company with the benefit of continuity of service on such terms and conditions as are no less favourable than those on which they are currently engaged by the Amalgamating Company, without any interruption of service as a result of the amalgamation of the Amalgamating Company into and with the Amalgamated Company. For the purpose of payment of tenure-linked benefits, including terminal benefits such as gratuity, to the transferred Employees by the Amalgamated Company, their past services with the Amalgamating Company shall also be taken into account from the date of their respective appointment with the Amalgamating Company;
- (b) the services of the Employees shall not be treated as having been broken or interrupted for the purpose of provident fund or gratuity or superannuation or other statutory purposes and for all purposes will be reckoned from the date of their respective appointment with the Amalgamating Company;
- (c) save as expressly provided for in this Scheme, the Employees, if any, who become the employees of the Amalgamated Company by virtue of this Scheme, shall not be entitled to the benefit of the employment policies and shall not be entitled to avail of any schemes and benefits that may be applicable and available to any of the other employees of the Amalgamated Company (including the benefits if or under any employee stock option schemes applicable to or covering all or any of the other employees of the Amalgamated Company, if any), unless otherwise determined by the Amalgamated Company;

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- (d) it is expressly provided that, on the Scheme becoming effective, insofar as the provident fund, gratuity fund, superannuation fund or any other special fund or trusts, if any, created or existing for the benefit of the Employees are concerned, such proportion of the investments made in the funds and liabilities which are attributable/referable to the Employees (collectively referred to as the “Funds”) shall be transferred to similar funds created and/or nominated by the Amalgamated Company and shall be held for their benefit pursuant to this Scheme, or at the sole discretion of the Amalgamated Company, be maintained as separate funds by the Amalgamated Company. Pending the transfer as aforesaid, the Funds of the Employees may be continued to be deposited in the existing funds of the Amalgamating Company. Without prejudice to the aforesaid, the Board of the Amalgamating Company, if it deems fit and subject to Applicable Laws, shall be entitled to: (a) retain separate trusts or funds within the Amalgamating Company for the erstwhile fund(s) of the Amalgamating Company; or (b) merge the pre-existing funds of the Amalgamating Company with other similar funds of the Amalgamated Company. In the event that Amalgamated Company does not have its own funds in respect of any of the above, Amalgamated Company may, subject to applicable laws and necessary approvals and permissions, continue to contribute to the relevant funds or redeem, repay, meet, discharge and satisfy such Liabilities of Amalgamating Company in respect of the transferred Employees, until such time that Amalgamated Company creates its own funds;
- (e) further to the transfer of Funds as set out herein above, for all purposes whatsoever in relation 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 thereof as per the terms provided in the respective trust deeds, if any, all rights, duties, powers and obligations of the Amalgamating Company as on the Effective Date in relation to such Funds shall become those of the Amalgamated Company. It is clarified that the services of the Employees will be treated as having been continuous for the purpose of the said Funds
- (f) in relation to any other funds (including any funds set up by the government for employee benefits) created or existing for the benefit of the transferred Employees, the Amalgamated Company shall stand substituted for the Amalgamating Company, for all purposes whatsoever, including relating to the obligation to make contributions to the said funds in accordance with the provisions of such scheme, funds, bye laws, etc. in respect of such transferred Employees;
- (g) without prejudice to the generality of the aforesaid, the accumulated balances, if any, standing to the credit of the aforesaid employees in the existing provident fund, gratuity fund and superannuation fund or any equivalent funds established under Applicable Laws by whatever name called, of which they are beneficiaries, will be transferred respectively to such provident fund, gratuity fund and superannuation funds or any equivalent funds established under Applicable Laws by whatever name called nominated by the Amalgamated Company and/ or such new provident fund, gratuity fund and superannuation fund or any equivalent funds established under Applicable Laws by whatever name called to be established in accordance with Applicable Law and caused to be recognized by the Appropriate Authorities, by the Amalgamated Company;
- (h) the Amalgamated Company shall continue to abide by any agreement(s) / settlement(s)

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entered into with any employees by the Amalgamating Company; and

- (i) the Directors of the Amalgamating Company will not be entitled to any directorships in the Amalgamated Company by virtue of the provisions of this Scheme. It is clarified that this Scheme will not affect any directorship of any person who is already a director in the Amalgamated Company as on the Effective Date.

10.2.9 Inter-Se Transaction

- (a) Without prejudice to the foregoing provisions, with effect from the Appointed Date, all inter-party transactions between the Amalgamating Company and the Amalgamated Company shall be considered as intra-party transactions for all purposes.
- (b) Upon the Scheme coming into effect and with effect from the Appointed Date, there will be no accrual of income or expense on account of any transactions, including, *inter alia*, any transactions in the nature of sale or transfer of any goods, materials or services, between the Amalgamating Company and the Amalgamated Company. For avoidance of doubt, it is hereby clarified that with effect from the Appointed Date, there will be no accrual of interest or other charges in respect of any *inter se* loans, deposits or balances between the Amalgamating Company and the Amalgamated Company.
- (c) From the Effective Date, the Amalgamated Company shall commence, carry on and be authorized to carry on the business of the Amalgamating Company.
- (d) With effect from the Effective Date, any liabilities, loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Amalgamating Company and the Amalgamated Company shall, *ipso facto*, stand discharged and come to an end and there shall be no liability in that behalf on any party and the appropriate effect shall be given in the books of accounts and records of the Amalgamating Company.
- (e) All *inter se* contracts solely between the Amalgamating Company and the Amalgamated Company shall stand cancelled and cease to operate and appropriate effect shall be given in the books of accounts and records of the Amalgamating Company.

11. **BUSINESS AND PROPERTY IN TRUST**

- 11.1 The Amalgamating Company and the Amalgamated Company have agreed that during the period between the approval of the Scheme by the respective Boards of the Amalgamating Company and the Amalgamated Company and up to the Effective Date, the business of the Amalgamating Company and the Amalgamated Company shall be carried out with reasonable diligence and business prudence in the ordinary course consistent with past practice, in good faith and in accordance with Applicable Law.

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

- (a) the Amalgamating Company shall be deemed to have been carrying on all business and

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activities and shall hold and stand possessed of and shall be deemed to hold and stand possessed of all the estates, assets, rights, title, interest, authorities, contract, investments and strategic decisions, for and on account of, and in trust for, the Amalgamated Company;

- (b) all profits and income accruing or arising to the Amalgamating Company, and losses and expenditure arising or incurred by it (including taxes, if any, accruing or paid in relation to any profits or income) shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure, as the case may be, of the Amalgamated Company;
- (c) any of the rights, powers, authorities, privileges, exercised by the Amalgamating Company shall be deemed to have been exercised by the Amalgamating Company for and on behalf of, and in trust for and as an agent of the Amalgamated Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by the Amalgamating Company shall be deemed to have been undertaken for and on behalf of and as an agent for the Amalgamated Company;
- (d) all debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations as on the close of business on the date preceding the Appointed Date, whether or not provided in the books of the Amalgamating Company which arise or accrue to the Amalgamating Company on or after the Appointed Date, shall be deemed to be of the Amalgamated Company;
- (e) all assets and properties comprised in the Amalgamating Company as on the date immediately preceding the Appointed Date, whether or not included in the books of the Amalgamating Company and all assets and properties relating thereto, which are acquired by the Amalgamating Company, on or after the Appointed Date, shall be deemed to be the assets and properties of the Amalgamated Company;
- (f) the Amalgamating Company shall pursue all pending proceedings in trust and for the benefit of the Amalgamated Company from the Appointed Date till the Effective Date
- (g) all taxes (including without limitation, income tax, goods and service tax, etc.) paid or payable by the Amalgamating Company in respect of the operations and/or the profits of the Amalgamating Company before the Appointed Date, shall be on account of the Amalgamating Company and, in so far as it relates to the tax payment (including, without limitation, income tax, minimum alternate tax, dividend distribution tax, value added tax, service tax, wealth tax, sales tax, excise duty, customs duty, goods and services tax, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Amalgamating Company in respect of the profits or activities or operation of the Amalgamating Company with effect from the Appointed Date, shall be deemed to be the corresponding item paid by the Amalgamated Company, and shall, in all proceedings, be dealt with accordingly; and
- (h) any refund (including interest, if any) under any tax laws due to the Amalgamating Company consequent to the assessment made on Amalgamating Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Amalgamated Company. The Amalgamated Company is expressly permitted to revise and file income tax returns, goods and services tax returns and

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other tax returns, and to claim refunds / credits pursuant to the provisions of this Scheme. The Amalgamated Company shall be entitled to such tax benefits including but not limited to minimum alternate tax paid under Section 115JA/115JB of the IT Act, and the right to claim credit therefore in accordance with the provisions of Section 115JAA of the IT Act, including the benefit of brought forward losses or depreciation as admissible under the provisions of the IT Act, including Section 72A, to the extent applicable to the taxable profits of the Amalgamated Company with effect from the Appointed Date. The Amalgamated Company shall continue to enjoy the tax benefits/concessions provided to the Amalgamating Company through notifications, circulars, etc., issued by the concerned Appropriate Authorities.

12. SAVING OF CONCLUDED TRANSACTION

- 12.1 The transfer and vesting of the assets, liabilities and obligations of the Amalgamating Company and the continuance of the proceedings by or against the Amalgamated Company shall not affect any transaction or proceedings already completed by the Amalgamating Company on or before the Appointed Date or after the Appointed Date till the Effective Date, to the end and intent that the Amalgamated Company accepts and adopts all acts, deeds and things done and executed by and / or on behalf of the Amalgamating Company as acts, deeds and things made, done and executed by and on behalf of the Amalgamated Company.

13. CANCELLATION OF SHARES OF THE AMALGAMATING COMPANY AND CONSIDERATION FOR THE AMALGAMATION

- 13.1 Upon the coming into effect of this Scheme, all the subscribed and issued shares of the Amalgamating Company (including compulsorily convertible preference share capital held by the Amalgamated Company) shall stand cancelled without any further application, act or deed.
- 13.2 Upon coming into effect of this Scheme, the carrying value of the investments in the books of the Amalgamated Company shall stand adjusted against the capital reserves of the Amalgamated Company.
- 13.3 Upon coming into effect of this Scheme, and in consideration of the amalgamation of the Amalgamating Company into and with the Amalgamated Company, the Amalgamated Company shall, without any further application, act or deed, issue and allot 0.0001% non-cumulative non-participating non-voting compulsorily convertible preference shares *Series A1* and 0.0001% non-cumulative non-participating non-voting compulsorily convertible preference shares *Series A2* (hereinafter collectively referred to as "**New Shares**") credited as fully paid up to the shareholders of the Amalgamating Company (other than Amalgamated Company), whose names are recorded in the register of members as a member of the Amalgamating Company, including register and index of beneficial owners maintained by a depository under Section 11 of the Depositories Act, 1996, on the Record Date (or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognised by the Board of the Amalgamated Company) (the "**Eligible Member**") in the following manner:

- a. 5,33,208 (five lakh thirty three thousand two hundred and eight) 0.0001% non-cumulative non-participating non-voting compulsorily convertible preference shares *Series A1* of the Amalgamated Company of Rs. 10 (Rupees ten) each fully paid up for every 26,81,062

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(twenty six lakhs eighty one thousand sixty two) equity shares of the Amalgamating Company of Rs. 10 (Rupees ten) each fully paid up; and

- b. *2,12,789 (two lakhs twelve thousand seven hundred and eighty nine) 0.0001% non-cumulative non-participating non-voting compulsorily convertible preference shares Series A2 of the Amalgamated Company of Rs. 10 (Rupees ten) each fully paid up for every 10,69,938 (ten lakhs sixty nine thousand nine hundred and thirty eight) equity shares of the Amalgamating Company of Rs. 10 (Rupees ten) each fully paid up.*

("Share Exchange Ratio")

14. ISSUANCE MECHANISM

- 14.1 The New Shares to be issued pursuant to Clause 13.3 above, shall be issued to the Eligible Members of the Amalgamating Company in dematerialized form.
- 14.2 The (a) 0.0001% non-cumulative non-participating non-voting compulsorily convertible preference shares *Series A1*; and (b) 0.0001% non-cumulative non-participating non-voting compulsorily convertible preference shares *Series A2*, of the Amalgamated Company to be issued to the Eligible Members of the Amalgamating Company (other than Amalgamated Company) as provided in Clause 13.3 of this Scheme above shall have the terms and conditions as mutually decided by the Board of the Amalgamated Company and Amalgamating Company.
- 14.3 Where New Shares are to be issued and allotted to heirs, executors or administrators, as the case may be, to successors of deceased shareholders or legal representatives of the shareholders of the Amalgamating Company, the concerned heirs, executors, administrators, successors or legal representatives shall be obliged to produce evidence of title satisfactory to the Board of the Amalgamated Company.
- 14.4 In the event that the Amalgamating Company and/or the Amalgamated Company restructure their share capital by way of share split/consolidation/issue of bonus shares during the pendency of the Scheme, the Share Exchange Ratio, shall be adjusted accordingly to take into account the effect of any such corporate actions.
- 14.5 The New Shares to be issued by the Amalgamated Company pursuant to Clause 13.3 above in respect of such equity shares of Amalgamating Company which are held in abeyance under the provisions of Section 126 of the Act or which the Amalgamated Company is unable to issue due to non-receipt of relevant approvals or due to Applicable Law shall, pending allotment or settlement of the dispute by order of a court or otherwise, also shall be kept in abeyance in like manner by the Amalgamated Company.
- 14.6 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholders of the Amalgamating Company, the Board of the Amalgamating Company, shall be empowered prior to the Record Date, to effectuate such transfers in the Amalgamating Company as if such changes in registered holders were operative as on the Record Date, in order to remove any difficulties arising to the transferors of the shares and in relation to the New Shares to be issued by the Amalgamated Company pursuant to Clause 13.3 above after the Scheme is effected. The Board of the Amalgamated Company shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new members in the

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Amalgamated Company on account of difficulties faced in the transition period.

- 14.7 The New Shares to be issued and allotted by the Amalgamated Company, in terms of Clause 13.3 above, shall be subject to the provisions of the memorandum and articles of association of the Amalgamated Company.
- 14.8 In case any member's shareholding in Amalgamating Company is such that on the basis of the aforesaid, the member is entitled to a fraction of share, such fractional entitlements shall be rounded to the nearest whole share.
- 14.9 It is clarified that upon the approval of this Scheme by the shareholders of the respective Companies under Sections 230 to 232 of the Act, the shareholders shall be deemed to have approved this Scheme under Sections 13, 14, 62, 188 and any other applicable provisions under the Act, and that no separate approval from or any shareholders and/or the creditors nor any further action, to that extent shall be required to be sought or undertaken by the respective Companies respectively, for the matters specified in this Scheme.

15. MATTERS RELATING TO ACCOUNTING TREATMENT OF THE AMALGAMATION

15.1 ACCOUNTING TREATMENT IN THE BOOKS OF AMALGAMATED COMPANY

- (a) Upon the Scheme being effective, the Amalgamated Company shall account for the amalgamation of the Amalgamating Company into and within its books of accounts as per the "Pooling of Interest Method" in accordance with the Appendix C of Indian Accounting Standard 103 on Business Combinations notified under Section 133 of the Act.
- (b) All assets, liabilities and reserves of the Amalgamating Company shall be recorded in the books of account of the Amalgamated Company at their existing carrying amounts and in the same form as recorded in the books of the Amalgamating Company. The identity of the reserves shall be preserved and shall appear in the financial statements of the Amalgamated Company in the same form in which they appeared in the financial statements of the Amalgamating Company;
- (c) The difference between the amount recorded as share capital issued by the Amalgamated Company and the value of assets, liabilities and reserves recorded by the Amalgamated Company shall be transferred to reserves;
- (d) Pursuant to the amalgamation of the Amalgamating Company into and with the Amalgamated Company, inter-company balances between the Amalgamating Company and the Amalgamated Company, if any, appearing in the books of the Amalgamated Company shall stand cancelled.
- (e) In case of any difference in the accounting policies between the Amalgamating Company and the Amalgamated Company, the accounting policies followed by the Amalgamated Company shall prevail to ensure that the financial statements of the Amalgamated Company reflect the financial position on the basis of consistent accounting policy.

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15.2 ACCOUNTING TREATMENT IN THE BOOKS OF AMALGAMATING COMPANY

As the Amalgamating Company shall stand dissolved without being wound up upon the Scheme becoming effective, hence no accounting treatment is being prescribed for the Amalgamating Company.

16. AMALGAMATION AS PER INCOME TAX ACT

- 16.1 This Part IV of the Scheme has been drawn up to comply and come within the definition and conditions relating to "amalgamation" as specified under Section 2(1B) of the IT Act. If any term(s) or provision(s) of this Part of the Scheme are found or interpreted to be inconsistent with the provisions of the said sections of the IT Act, at a later date, including resulting from an amendment of law or for any other reason whatsoever, this Part of the Scheme shall stand modified / amended to the extent determined necessary to comply and come within the definition and conditions relating to "amalgamation" as specified in the IT Act. In such an event, where the Clauses which are inconsistent are modified or deemed to be deleted, such modification / deemed deletion shall, however, not affect the other parts of the Scheme. The power to make such amendments as may become necessary shall vest with the Board of Directors of the Amalgamating Company and Amalgamated Company, which power shall be exercised reasonably in the best interests of the Companies concerned and their stakeholders.

17. DISSOLUTION WITHOUT WINDING UP

- 17.1 Upon the Scheme coming into effect, with effect from the Appointed Date, the Amalgamating Company shall stand dissolved without being wound up by the order of the Competent Authority, or any other act or deed.
- 17.2 The Amalgamating Company's name shall be removed from the Register of Companies by the Registrar of Companies upon this Scheme becoming effective.

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**PART V: TRANSFER AND VESTING OF THE TRANSFERRED UNDERTAKING OF AMALGAMATED
COMPANY TO THE TRANSFeree COMPANY**

18. TRANSFER AND VESTING OF THE TRANSFERRED UNDERTAKING

- 18.1 Subject to effectiveness of Part IV of the Scheme and with effect from the Appointed date, the Transferred Undertaking shall stand transferred and vested in or shall be deemed to have been transferred to and vested in the Transferee Company as a going concern on a Slump Sale basis, in accordance with Section 2(42C) of the IT Act for a lump sum consideration as set out hereinafter, in accordance with this Part of the Scheme. All references to the term 'Amalgamated Company' in this Part of the Scheme shall mean the Amalgamated Company after giving effect to the Amalgamation of the Amalgamating Company into and with the Amalgamated Company with effect from the Appointed Date. For the sake of clarification, the subject matter of this Part V shall be confined to the Transferred Undertaking.
- 18.2 Upon the Scheme becoming effective and with effect from the Appointed Date, the Amalgamated Company shall carry out or perform all such formalities and compliances under various Applicable Laws or to be carried out or performed in relation to or as a consequence of the transfer and vesting of the Transferred Undertaking of the Amalgamated Company into the Transferee Company.
- 18.3 Without prejudice to the generality of the above, with effect from the Appointed Date and upon this Scheme becoming effective:

18.3.1 Transfer of Assets

Upon coming into effect of this Scheme and with effect from the Appointed Date, the Transferred Undertaking (including all the estate, assets, rights, claims, title, interest and authorities including accretions and appurtenances of the Transferred Undertaking) shall subject to this Clause in relation to mode and vesting and pursuant to Sections 230 to 232 and other applicable provisions of the Act, stand transferred to and vested in the Transferee Company as a going concern subject to the Encumbrances thereon in favour of banks and/or financial institutions without any further act or deed in the following manner, unless specifically otherwise provided under the Scheme:

- (a) in relation to the assets of the Transferred Undertaking, which are movable in nature, and/or otherwise capable of transfer by physical or constructive delivery and/or endorsement and delivery, including cash and bank balances, the same shall, upon coming into effect of this Scheme, be so transferred or deemed to be so transferred to the Transferee Company, and shall become the assets of the Transferee Company and title to the assets will be deemed to have been vested accordingly without requiring any deed or instrument of conveyance pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Act and shall upon such transfer become the property of the Transferee Company without requiring any deed or instrument of conveyance for transfer of the same. The vesting pursuant to this sub-Clause shall be deemed to have occurred by physical or constructive delivery or by endorsement, as appropriate to the property being vested and title to the property shall be deemed to have been transferred accordingly. It is clarified that the assets of Remaining Business of the Amalgamated Company shall continue to remain the assets, properties, benefits, rights, title, interests,

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etc., of the Amalgamated Company and shall not be transferred to the Transferee Company as part of the Transferred Undertaking;

- (b) without prejudice to the generality of Clause 18.3.1(a) of Part V above, and in respect of movable assets other than those dealt with in Clause 18.3.1(a) of Part V above, all other movable assets including but not limited to sundry debts, actionable claims, earnest monies, margin money, receivables, bills, credits, loans, advances and deposits forming part of the Transferred Undertaking, whether recoverable in cash or in kind or for value to be received, or in the bank, etc., the same shall stand transferred to and vested in the Transferee Company without any notice or other intimation to any person to the end and intent that the right of the Amalgamated Company to recover or realize the same stands transferred to the Transferee Company, and that appropriate entries should be passed in its books to record the aforesaid change. The Transferee Company may, at its sole discretion but without being obliged, give notice in such form as it may deem fit and proper, to such person, as the case may be, that the said sundry debts, actionable claims, earnest monies, margin money, receivables, bills, credits, loans, advances and deposits stand transferred to and vested in the Transferee Company and be paid or made good or held on account of the Transferee Company as the person entitled thereto; and
- (c) upon the coming into effect of this Scheme, all the rights, title, interest and claims of the Amalgamated Company, in any and all the immovable properties belonging to or pertaining to the Transferred Undertaking of the Amalgamated Company (including land together with the buildings and structures standing thereon), whether freehold or leasehold or licenced for use, along with rights, title, interests, authorities, and all documents of title, rights and easements in relation thereto including any right to use, will stand transferred to and be vested in the Transferee Company, without any further act, instrument or deed and pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Act. With effect from the Appointed Date, the Transferee Company shall be entitled to exercise all rights and privileges and be liable to fulfil all obligations, in relation to or applicable to such immovable properties. The relevant authorities shall grant all clearances / permissions, if any, required for enabling the Transferee Company to absolutely own and enjoy the immovable properties in accordance with Applicable Law. 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 in accordance with the terms hereof. The Transferee Company shall upon the Scheme becoming effective be entitled to the delivery and possession of all documents of title to such immovable property in this regard, which are in possession of the Amalgamated Company;

18.3.2 Transfer of Liabilities

Without prejudice to the generality of Clause 18.1 and Clause 18.2 of Part V of the Scheme, upon the Scheme becoming effective and with effect from the Appointed Date, all the debts, loans, duties, liabilities and obligations of any nature whatsoever which arise out of the activities or operations of the Transferred Undertaking, whether or not provided for in the books of the Amalgamated Company, shall without any further act, instrument or deed be and stand transferred to and vested in the Transferee Company in the following manner, unless otherwise

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provided under the Scheme:

- (a) upon the Scheme becoming effective and with effect from the Appointed Date, all the Liabilities arising out of the activities or operations of the Transferred Undertaking as on the Appointed Date, shall, to the extent they are outstanding on the Effective Date, without any further act or deed become the debts, loans, duties, liabilities and obligations of the Transferee Company and all rights, powers, duties, and obligations in relation thereto shall stand transferred to, vested in, and shall be exercised by or against the Transferee Company, as if it has incurred such liabilities, debts, duties, obligations, on the same terms and conditions as were applicable to the Amalgamated Company and the Transferee Company shall undertake to meet, discharge and satisfy the same to the exclusion of the Amalgamated Company such that the Amalgamated Company shall in no event be responsible or liable in relation to any such liabilities arising out of the activities or operations of the Transferred Undertaking, except as agreed otherwise with the Transferee Company in writing. It is hereby clarified that it shall not be necessary to obtain the consent of any third party or any other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen, in order to give effect to the provisions of this Clause. Necessary modification, as may be required would be carried out to the debt instrument issued by the Amalgamated Company, if any;
- (b) all loans raised and used and all debts, duties, undertakings, liabilities and obligations incurred or undertaken by the Amalgamated Company after the Appointed Date and prior to the Effective Date in relation to the Transferred Undertaking shall also be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and, to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme, pursuant to the provisions of the Act and all other applicable provisions of Applicable Laws, without any further act, instrument or deed shall stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company and shall become the debt, duties, undertakings, liabilities and obligations of the Transferee Company which shall meet, discharge and satisfy the same;
- (c) where any of the debts, loans, duties, liabilities and obligations arising out of the activities or operations of the Transferred Undertaking have been partially or fully discharged by the Amalgamated Company on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company. All the liabilities and obligations incurred by the Amalgamated Company for the activities or operations of the Transferred Undertaking on or after the Appointed Date and prior to the Effective Date shall be deemed to have been incurred for and on behalf of the Transferee Company and to the extent any such liabilities are outstanding on the Effective Date, they shall also without any further act, instrument or deed be and stand transferred to the Transferee Company and shall become the liabilities and obligations of the Transferee Company;
- (d) with effect from the Effective Date, the Transferee Company alone shall be liable to perform all obligations in respect of the debts, loans, duties, liabilities and obligations arising out of the activities or operations of the Transferred Undertaking, except as agreed

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otherwise with the Transferee Company in writing, and the Amalgamated Company shall not have any obligations in respect of the debts, loans, duties, liabilities and obligations arising out of the activities or operations of the Transferred Undertaking; and

- (e) upon the coming into effect of this Scheme and with effect from the Appointed Date, the Amalgamated Company alone and severally shall be liable, as applicable, to perform all obligations in respect of all debts, liabilities, duties and obligations pertaining to the Remaining Business and the Transferee Company shall not have any obligations in respect of the debts, liabilities, duties and obligations of the Remaining Business. Further, upon the coming into effect of this Scheme and with effect from the Appointed Date, the Transferee Company alone shall be liable to perform all obligations in respect of Liabilities, which have been transferred to it in terms of this Scheme, and the Amalgamated Company shall not have any obligations in respect of the such Liabilities.

18.3.3 Transfer of Encumbrances

- (a) the transfer and vesting of movable and immovable properties comprised in the Transferred Undertaking to and in the Transferee Company upon the coming into effect of this Scheme shall be subject to the Encumbrances, if any;
- (b) in so far as the existing Encumbrances in respect of the liabilities arising out of the activities or operations of the Transferred Undertaking are concerned, such Encumbrances shall, without any further act, instrument or deed be modified and shall be extended to and shall operate only over the assets comprised in the Transferred Undertaking which have been Encumbered in respect to the said liabilities and are transferred to the Transferee Company pursuant to this Scheme and such Encumbrances shall not relate or attach to any other assets of the Transferee Company. Provided that if any of the assets comprised in the Transferred Undertaking which are being transferred to the Transferee Company pursuant to this Scheme have not been Encumbered in respect of the liabilities arising out of the activities or operations of the Transferred Undertaking, such assets shall remain unencumbered and the existing Encumbrances referred to above shall not be extended to and shall not operate over such assets. The Scheme shall not operate to enlarge the Encumbrances, nor shall the Transferee Company be obliged to create any further or additional security after the Scheme has become effective or otherwise. The absence of any formal amendment which may be required by a lender or trustee or any third party shall not affect the operation of the foregoing provisions of this Scheme;
- (c) subject to the other provisions of this Scheme, in so far as the assets forming part of the Amalgamated Company pertaining to the Transferred Undertaking is concerned, the Encumbrances over such assets, to the extent they relate to any loans or borrowings or debentures or other debt or debt securities of the Remaining Business, shall, as and from the Effective Date, without any further act, instrument or deed, stand released and discharged and shall no longer be available as Encumbrances in relation to those liabilities of the Amalgamated Company pertaining to the Remaining Business (and which shall continue with the Amalgamated Company);
- (d) In so far as the assets of the Remaining Business are concerned, any Encumbrance over

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them, if any, to the extent they relate to the liabilities arising out of the activities or operations of the Transferred Undertaking shall, without any further act, instrument, or deed be released and discharged from such security. The absence of any formal amendment which may be required by a lender or a third party to effect such release shall not affect the operation of this Clause;

- (e) in so far as the existing Encumbrances in respect of the loans and other liabilities relating to the Remaining Business are concerned, such Encumbrances shall, without any further act, instrument or deed be continued with the Amalgamated Company, only on the assets relating to the Remaining Business and the assets of the Transferred Undertaking shall stand released therefrom;
- (f) if any Encumbrance of the Amalgamated Company for the operations of the Transferred Undertaking exists as on the Appointed Date, but has been partially or fully released thereafter by the Amalgamated Company on or after the Appointed Date but prior to the Effective Date, such release shall be deemed to be for and on account of the Transferee Company upon the coming into effect of the Scheme and all Encumbrances incurred by the Amalgamated Company for the operations of the Transferred Undertaking or after the Appointed Date and prior to the Effective Date shall be deemed to have been incurred for and on behalf of the Transferee Company, and such Encumbrances shall not attach to any property of the Amalgamated Company;
- (g) the provisions of this Clause shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document, all of which instruments, deeds, and writings and the terms of sanction or issue of any security document shall stand modified and/or superseded by the foregoing provisions. It is expressly clarified that, save as mentioned in this Scheme, no other terms or conditions of the liabilities arising out of the activities or operations of the Transferred Undertaking are modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication; and
- (h) the foregoing provisions shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security documents, all of which instruments, deeds or writings shall be deemed to have been modified and/ or superseded by the foregoing provisions;
- (i) without prejudice to the provisions of the foregoing Clauses and with effect from the Effective Date, the parties shall enter into and execute such other deeds, instruments, documents and/or writings and/or do all acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the jurisdictional RoC to give formal effect to the provisions of this Clause;

18.3.4 Transfer of Contracts

Without prejudice to the generality of Clause 18.1 and Clause 18.2 of Part V (Transfer and Vesting of Transferred Undertaking) above, upon the Scheme becoming effective and with effect from the Appointed Date, all the concessions, contracts, agreements, memoranda of understanding/undertakings/agreements, memoranda of agreed points, letter of agreed points,

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minutes of meetings, expressions of interest, letters of intent, hire and purchase arrangements, lease/license agreements, equipment purchase agreements, agreement with customers, purchase and other agreements with the supplier/manufacturer of goods/service providers, other arrangements, undertakings, deeds, bonds, schemes, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether vested or potential and written, oral or otherwise and all rights, title, interests, assurances, claims and benefits thereunder in relation to the Transferred Undertaking ("**Transferred Contracts**") shall stand transferred to and vested in the Transferee Company in the following manner, unless otherwise specifically provided under the Scheme:

- (a) upon the Scheme becoming effective and with effect from the Appointed Date and subject to the other provisions contained in this Scheme, all Transferred Contracts entered into, subsisting or having effect immediately before the Effective Date shall remain in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectively without any further act, instrument or deed as if the Transferee Company instead of the Amalgamated Company, had been a party thereto or to the benefit of which the Amalgamated Company may be eligible or for the obligations of which the Amalgamated Company may be liable, and which are subsisting or have effected or have effect immediately before the Effective date. The absence of any formal amendment which may be required by a third party to effect such transfer and vesting shall not affect the operation of the foregoing sentence;
- (b) without prejudice to what is stated in Clause 18.3.4 (a) of Part V above, upon the Scheme becoming effective and with effect from the Appointed Date, the Transferee Company shall, wherever necessary, enter into and/or execute deeds, writings, confirmations or novations to which the Amalgamated Company will, if necessary, also be a party in order to give formal effect to the provisions of this Clause.
- (c) without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Transferred Undertaking occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of the Scheme, in accordance with its provisions, if so required under any Applicable Law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or arrangements with any party to any contract or arrangement to which the Amalgamated Company is a party, or any writings as may be necessary, in order to give formal effect to the provisions of this Scheme.
- (d) on and from the Effective Date, and thereafter, the Transferee Company shall be entitled to complete and enforce all pending contracts and transactions in respect of the Amalgamated Company, in the name of the Amalgamated Company in so far as may be necessary until the transfer of rights and obligations of the Amalgamated Company to the Transferee Company under this Scheme has been given effect to under such contracts and transactions; and
- (e) any claim(s) due to the Amalgamated Company from its customers or otherwise and which has not been received by the Amalgamated Company as on the date immediately preceding the Appointed Date as the case may be, shall also belong to and be received by the Transferee Company;

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18.3.5 Transfer of Licenses and Approvals

- (a) For the avoidance of doubt and without prejudice to the generality of the foregoing, it is expressly clarified that upon coming into effect of this Scheme and with effect from the Appointed Date, all permits, licenses (including license to operate the business of Transferred Undertaking granted by any governmental, statutory or regulatory bodies for the purpose of carrying on the business of Transferred Undertaking or in connection therewith), permissions, right of way, approvals, clearances, consents, benefits, tax incentives/concessions, registrations, entitlements, credits, certificates, awards, sanctions, allotments, quotas, no objection certificates, exemptions, pre-qualifications, tenders, bid acceptances, concessions, issued to or granted to or vested or executed in favour of the Amalgamated Company, and the rights and benefits under the same, in so far as they form part of the Transferred Undertaking of the Amalgamated Company, forming part of the Transferred Undertaking and the benefit of all statutory and regulatory permissions, environmental approvals and consents, registration or other licenses, and consents vested or acquired by the Amalgamated Company, forming part of the Transferred Undertaking, shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of the Applicable Law, be transferred to and vested in or deemed to have transferred to or vested in the Transferee Company and the concerned licensors and grantors of such approvals, clearances, permissions, etc., shall endorse, where necessary, and record, in accordance with Applicable Law, the name of the Transferee Company on such approvals, clearances, permissions so as to empower and facilitate the approval and vesting of the Transferred Undertaking in the Transferee Company and continuation of operations forming part of the Transferred Undertaking in the Transferee Company without hindrance, and that such approvals, clearances and permissions shall remain in full force and effect in favour of or against the Transferee Company, as the case may be, and may be enforced as fully and effectually as if, instead of the Amalgamated Company, the Transferee Company had been a party or beneficiary or obligee thereto.
- (b) benefits of any and all corporate approvals as may have already been taken by the Amalgamated Company, whether being in the nature of compliances or otherwise, including without limitation approvals under Sections 42, 62, 180, 185, 186, 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; it being clarified that if any such resolutions have any monetary limits approved subject to the provisions of the Act and of any other applicable statutory provisions, then the said limits, as are considered necessary by the Board of the Transferee Company, shall be added to the limits, if any, under the like resolutions passed by the Transferee Company;
- (c) since each of the permissions, approvals, consents, sanctions, remissions, special reservations, holidays, incentives, concessions and other authorizations, shall stand vested by the order of sanction of the Competent Authority in the Transferee Company, the 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 sanctioning courts; and

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- (d) the Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Amalgamated Company and to carry out or perform all such acts, formalities or compliances referred to above as may be required in this regard;

18.3.6 Transferred Litigation

Without prejudice to the generality of Clause 18.1 and Clause 18.2 of Part V (Transfer and Vesting of Transferred Undertaking) above, upon the Scheme becoming effective and with effect from the Appointed Date, all legal proceedings, suits, claims, disputes, causes of action, litigations, petitions, appeals, writs, legal, taxation or other proceedings of whatever nature, (including before any statutory or quasi-judicial authority or tribunal), under Applicable Law, by or against the Amalgamated Company in relation to or pertaining exclusively to the Transferred Undertaking (or a part thereof) or arising from the operations thereof ("**Transferred Litigations**") shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, and shall, stand transferred to and shall be continued, prosecuted and enforced by or against the Transferee Company in the following manner:

- (a) upon the Scheme becoming effective and with effect from the Appointed Date and subject to the other provisions contained in this Scheme, except as agreed otherwise with the Amalgamated Company in writing, the Transferee Company shall assume, and shall agree to pay, perform and discharge when due, all liabilities and obligations of the Amalgamated Company, related to or arising out of the Transferred Litigations and such Transferred Litigations may be continued, prosecuted and enforced by or against the Transferee Company, as the case may be. For avoidance of any doubt, it is clarified that, except as agreed otherwise with the Amalgamated Company in writing, the Amalgamated Company shall not be liable to pay any amounts arising out of such Transferred Litigations including interest, penalties, damages, costs etc, and the same shall be borne/paid only by the Transferee Company unless otherwise mutually agreed to in writing between them;
- (b) both the Amalgamated Company and the Transferee Company shall, as soon as reasonably possible after the Effective Date, enter into and/or execute all such required documents and/or file the applications and petitions, and pursue the relevant matters in a manner such that the Amalgamated Company is no more a party to the Transferred Litigations and is replaced by the Transferee Company for all purposes;
- (c) the Transferee Company undertakes to have all legal or other proceedings initiated by or against the Amalgamated Company, which are capable of being continued by or against the Transferee Company, transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against the Transferee Company;

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18.3.7 Taxation related provisions

Subsequent to effectiveness of Part IV of the Scheme:

- (a) all taxes paid or payable under the IT Act (TDS, TCS, foreign tax credit, income tax, minimum alternate tax, tax on distributed profits (i.e. Dividend Distribution Tax), tax on distributed income (i.e. Buy-back Tax), GST Act or other Applicable Laws/regulations, as amended from time to time by Amalgamated Company in respect of the activities or operations and/or the profits of the Transferred Undertaking on and from the Appointed Date, shall be on account of Transferee Company;
- (b) any liabilities on account of income-tax in relation to the Amalgamated Company in relation to the Transferred Undertaking and pertaining to the period prior to the Appointed Date, including all or any liability, refunds, credits, claims pertaining to the period before the Appointed Date shall be treated as liability, refunds, credits, claims of Transferee Company;
- (c) further, any tax holiday, deduction, exemption, entitled to, enjoyed or availed by the Amalgamated Company with respect to Transferred Undertaking under the provisions of IT Act shall stand transferred to and vested in or deemed to be transferred to and vested in the Transferee Company and be entitled to, enjoyed, availed or utilized by the Transferee Company on and from the Appointed Date in the same manner would have been entitled to enjoyed, availed, utilized by the Amalgamated Company before implementation of this Scheme;
- (d) without prejudice to the generality of the above, all benefits including under the IT Act, sales tax, excise duty, customs duty, service tax, GST (state and central), Compensation Cess, VAT, etc., to which Transferred Undertaking of the Amalgamated Company are entitled to in terms of the applicable tax laws, shall be available to and vest in the Transferee Company;
- (e) any Taxes (direct or indirect) paid by the Amalgamated Company / Amalgamating Company post Appointed Date in respect of the Transferred Undertaking shall be deemed to be paid on behalf of the Transferee Company; and
- (f) upon the Scheme coming into effect and with effect from the Appointed Date, the Transferee Company and the Amalgamated Company (if required) shall be permitted to revise its income-tax returns, tax deducted at source returns and tax collected at source returns and other direct and indirect tax returns and claim refunds/credits pertaining to the Transferred Undertaking pursuant to the provisions of the Scheme and in accordance with Applicable Laws;

18.3.8 Transferred Employees

Without prejudice to the generality of Clause 18.1 and Clause 18.2 of Part V (Transfer and Vesting of Transferred Undertaking) above, upon the Scheme becoming effective and with effect from the Appointed Date, the Transferred Employees shall be deemed to have become the employees of the Transferee Company in the following manner:

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- (a) the Transferred Employees as on the Effective Date shall become employees of the Transferee Company without any break or interruption of service and with the benefit of continuity of service on terms and conditions which are not less favourable than the terms and conditions as were applicable to such employees relating to the Transferred Undertaking of the Amalgamated Company immediately prior to the transfer of the Transferred Undertaking and in accordance with the Applicable Laws and the terms of their employment. Services of the Transferred Employees shall be taken into account from the date of their respective appointment with the Amalgamated Company for the purposes of all retirement benefits and all other entitlement for which they may be eligible. The Transferee Company further agrees that for the purpose of payment of any other form of separation compensation, if any, such past services with the Amalgamated Company shall also be taken into account;
- (b) the services of the Transferred Employees shall not be treated as having been broken or interrupted for the purpose of provident fund or gratuity or superannuation or other statutory purposes and for all purposes will be reckoned from the date of their respective appointment with the Amalgamated Company;
- (c) save as expressly provided for in this Scheme, the Transferred Employees, if any, who become the employees of the Transferee Company by virtue of Slump Sale of the Transferred Undertaking, shall not be entitled to the benefit of the employment policies and shall not be entitled to avail of any schemes and benefits that may be applicable and available to any of the other employees of the Transferee Company (including the benefits if or under any employee stock option schemes applicable to or covering all or any of the other employees of the Transferee Company, if any), unless otherwise determined by the Transferee Company;
- (d) it is expressly provided that, on the Scheme becoming effective, the Funds shall be transferred to similar funds created and/or nominated by the Transferee Company and shall be held for their benefit pursuant to this Scheme, or at the sole discretion of the Transferee Company, be maintained as separate funds by the Transferee Company. Pending the transfer as aforesaid, the Funds of the Transferred Employees may be continued to be deposited in the existing funds of the Amalgamated Company. Without prejudice to the aforesaid, the Board of the Transferee Company, if it deems fit and subject to Applicable Laws, shall be entitled to: (a) retain separate trusts or funds within the Amalgamated Company for the erstwhile fund(s) of the Amalgamated Company; or (b) merge the pre-existing funds of the Amalgamated Company with other similar funds of the Transferee Company. In the event that the Transferee Company does not have its own funds in respect of any of the above, the Transferee Company may, subject to applicable laws and necessary approvals and permissions, continue to contribute to the relevant funds or redeem, repay, meet, discharge and satisfy such Liabilities of Amalgamated Company in respect of the Transferred Employees, until such time that Transferee Company creates its own funds;
- (e) further to the transfer of Funds as set out herein above, for all purposes whatsoever in relation 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 thereof as per

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the terms provided in the respective trust deeds, if any, all rights, duties, powers and obligations of the Amalgamated Company as on the Effective Date in relation to such Funds shall become those of the Transferee Company. It is clarified that the services of the Transferred Employees will be treated as having been continuous for the purpose of the said Funds;

- (f) in relation to any other funds (including any funds set up by the government for employee benefits) created or existing for the benefit of the Transferred Employees, the Transferee Company shall stand substituted for the Amalgamated Company, for all purposes whatsoever, including relating to the obligation to make contributions to the said funds in accordance with the provisions of such scheme, funds, bye laws, etc. in respect of such Transferred Employees;
- (g) without prejudice to the generality of the aforesaid, the accumulated balances, if any, standing to the credit of the aforesaid Transferred Employees in the existing provident fund, gratuity fund and superannuation fund or any equivalent funds established under Applicable Laws by whatever name called, of which they are beneficiaries, will be transferred respectively to such provident fund, gratuity fund and superannuation funds or any equivalent funds established under Applicable Laws by whatever name called nominated by the Transferee Company and/ or such new provident fund, gratuity fund and superannuation fund or any equivalent funds established under Applicable Laws by whatever name called to be established in accordance with Applicable Law and caused to be recognized by the Appropriate Authorities, by the Transferee Company;
- (h) the Transferee Company shall continue to abide by any agreement(s) / settlement(s) entered into with any Transferred Employees by the Amalgamated Company;
- (i) it is hereby clarified that in case of an ambiguity about whether an employee is employed/engaged in respect of the Transferred Undertaking or the Remaining Business of Amalgamated Company, the ambiguity would be resolved by the Boards of the Amalgamated Company and Transferee Company mutually; and
- (j) in so far as the existing benefits or funds created by the Amalgamated Company for the employees of the Remaining Business are concerned, the same shall continue and the Amalgamated Company shall continue to contribute to such benefits or funds in accordance with the provisions thereof, and the Transferee Company, shall have no liability in respect thereof.

18.3.9 without prejudice to the aforesaid, it is clarified that if any assets (estate, claims, rights, title, interest in or authorities relating to such assets) or any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the Transferred Undertaking cannot be transferred to the Transferee Company for any reason whatsoever, the Amalgamated Company shall hold such asset, contract, deed, bond, agreement, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of the Transferee Company, in so far as it is permissible to do so, till such time as the transfer is effected.

18.3.10 the Amalgamated Company and the Transferee Company agree that the Amalgamated Company shall, upon effectiveness of the Scheme, not be entitled to any rights or to receive any benefits

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whatsoever in relation to the Transferred Undertaking, the economic, financial, technical and operational responsibility and all related costs and expenses (direct and incurred), Liabilities and taxes in connection with the Transferred Undertaking, shall rest and be borne entirely and exclusively by the Transferee Company after the Effective Date.

19. BUSINESS AND PROPERTY IN TRUST

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

19.1.1 the Amalgamated Company shall be deemed to have been carrying on and to be carrying on all business and activities relating to the Transferred Undertaking and shall hold and stand possessed of and shall be deemed to hold and stand possessed of all the estates, assets, rights, title, interest, authorities, contracts, investments and strategic decisions of the Transferred Undertaking for and on account of, and in trust for, the Transferee Company;

19.1.2 all profits and income accruing or arising to Amalgamated Company from the Transferred Undertaking and any cost, charges, losses and expenditure arising or incurred by it (including Taxes, if any, accruing or paid in relation to any profits or income) relating to the Transferred Undertaking shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure, as the case may be, of Transferee Company, except for profits or income accruing to the Remaining Business; and

19.1.3 any of the rights, powers, authorities, privileges, attached, related or pertaining to the Transferred Undertaking exercised by the Amalgamated Company shall be deemed to have been exercised by Amalgamated Company for and on behalf of, and in trust for and as an agent of the Transferee Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Transferred Undertaking that have been undertaken or discharged by Amalgamated Company shall be deemed to have been undertaken for and on behalf of and as an agent for Transferee Company.

20. SAVING OF CONCLUDED TRANSACTION

20.1 Nothing in the Scheme shall affect any transaction or proceeding already concluded by the Amalgamated Company in respect of the Transferred Undertaking, to the end and intent that the Transferee Company shall accept and adopt all acts, deeds and things done and executed by the Amalgamated Company in regard to the Transferred Undertaking as if it is done and executed by the Transferee Company itself.

21. CONSIDERATION FOR SLUMP SALE

21.1 Upon the coming into effect of Part V of this Scheme and in consideration of the transfer and vesting of the Transferred Undertaking of the Amalgamated Company into the Transferee Company on a Slump Sale basis, as a going concern, in accordance with the terms of this Scheme and pursuant to the provisions of Sections 230 to 232 read with other relevant provisions of the Act, the Transferee Company shall pay a lump sum cash consideration of Rs. 4,94,00,763 (Rupees four crore ninety four lakhs seven hundred and sixty three) to the Amalgamated Company, without value being assigned to the individual assets and liabilities.

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- 21.2 The consideration for the transfer of the Transferred Undertaking, as mentioned in Clause 21.1 above, shall be discharged by the Transferee Company to the Amalgamated Company, in the form of a payable balance or issue of such securities whether convertible or non-convertible as may be mutually agreed between the Transferee Company and the Amalgamated Company.

22. MATTERS RELATING TO ACCOUNTING TREATMENT OF THE SLUMP SALE

22.1 Accounting Treatment in the Books of Amalgamated Company

- 22.1.1 The accounts representing the assets and liabilities pertaining to the Transferred Undertaking in the books of the Amalgamated Company shall stand closed upon the transfer of the Transferred Undertaking to the Transferee Company. The Amalgamated Company shall account for the transfer and vesting of the Transferred Undertaking by de-recognizing the carrying values of the assets and liabilities of the Transferred Undertaking, which will cease to be the assets and liabilities of the Amalgamated Company in accordance with applicable accounting standards.
- 22.1.2 The consideration receivable by the Amalgamated Company from the Transferee Company as specified in Part V of the Scheme shall be separately recorded as "Receivable Balance."
- 22.1.3 Any difference arising on account of excess of the net assets transferred over the consideration for Slump Sale or vice versa shall be recognized as per the applicable Indian Accounting Standards prescribed under the Section 133 of the Companies Act, 2013.

22.2 Accounting Treatment in the Books of Transferee Company

- 22.2.1 Since the transaction involves entities which are under common control before and after Slump Sale. The Transferee Company shall account for the transfer and vesting of Transferred Undertaking (which qualifies as Business as per the definition mentioned in Ind AS 103) as per the Pooling of interest method in its books of accounts in accordance with applicable Indian Accounting Standards.
- 22.2.2 The Transferee Company shall upon the Scheme coming into effect, record all assets and liabilities of the Amalgamated Company pertaining to the Transferred Undertaking vested in it pursuant to this Scheme, at the respective book value thereof as appearing in the books of the Amalgamated Company.
- 22.2.3 The consideration payable by the Transferee Company to the Amalgamated Company as specified in Part V of this Scheme shall be separately recorded as "Payable Balance".
- 22.2.4 The difference between the carrying value of the net assets acquired and the consideration to be discharged pursuant to the Scheme shall be transferred as per the applicable Indian Accounting Standards prescribed under the Section 133 of the Companies Act, 2013.

23. REMAINING BUSINESS

- 23.1 The Remaining Business and all assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the Amalgamated Company subject to the provisions of the Scheme in relation to the Encumbrances in favour of banks, financial institutions

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and trustees for NCD holders.

24. WRONG POCKET ASSETS

- 24.1 If any part of the Transferred Undertaking is not transferred to the Transferee Company on the Effective Date pursuant to the Scheme, the Amalgamated Company shall take such actions as may be reasonably required to ensure that such part of the Transferred Undertaking, is transferred to the Transferee Company promptly and for no further consideration. The Transferee Company shall bear all costs and expenses as may be incurred by the Amalgamated Company.
- 24.2 If the Amalgamated Company realizes any amounts after the Effective Date that form part of the Transferred Undertaking, it shall immediately transfer such amounts to the Transferee Company. It is clarified that all receivables relating to the Transferred Undertaking, relating to the period prior to the Effective Date, but received after the Effective Date, shall be paid to the Transferee Company for no additional consideration. If the Transferee Company realizes any amounts after the Effective Date that pertains to the Remaining Business, the Transferee Company shall immediately pay such amounts to the Amalgamated Company (or its successor entity).

25. SLUMP SALE AS PER INCOME TAX ACT

- 25.1 This Part V of the Scheme has been drawn up to comply and come within the definition and conditions relating to "slump sale" as specified under Section 2(42C) of the IT Act. If any term(s) or provision(s) of this Part of the Scheme are found or interpreted to be inconsistent with the provisions of the said sections of the IT Act, at a later date, including resulting from an amendment of law or for any other reason whatsoever, this Part of the Scheme shall stand modified / amended to the extent determined necessary to comply and come within the definition and conditions relating to "slump sale" as specified in the IT Act. In such an event, where the Clauses which are inconsistent are modified or deemed to be deleted, such modification / deemed deletion shall, however, not affect the other parts of the Scheme. The power to make such amendments as may become necessary shall vest with the Board of Directors of the Amalgamated Company and Transferee Company, which power shall be exercised reasonably in the best interests of the Companies concerned and their stakeholders.

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PART VI: GENERAL TERMS AND CONDITIONS

26. APPLICATIONS

- 26.1 The Companies shall make applications and/ or petitions under Sections 230 to 232 and other applicable provisions of the Act to the Competent Authority for approval of the Scheme and all matters ancillary or incidental thereto, as may be necessary to give effect to the terms of the Scheme.
- 26.2 Upon this Scheme becoming effective, the shareholders of the Companies 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. The Companies shall also make all other necessary applications before the Competent Authority for sanction of this Scheme.
- 26.3 The Companies shall be entitled, pending the effectiveness of the Scheme, to apply to any Appropriate Authority, if required, under any Applicable Law for such consents and approvals, as agreed between the Companies, which the Companies may require to effect the transactions contemplated under this Scheme, in any case subject to the terms as may be mutually agreed between the Companies.

27. SCHEME CONDITIONAL UPON

- 27.1 This Scheme is conditional upon and is subject to:
- (a) receipt of consents, no-objection letters, approvals by the Amalgamated Company from the Stock Exchange in accordance with the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and the SEBI Circular in respect of the Scheme (prior to filing the Scheme with the Competent Authority), which shall be in form and substance acceptable to the Companies, each acting reasonably and in good faith;
 - (b) receipt of requisite permission of the RBI by the Amalgamated Company in accordance with Chapter IX of Master Direction - Non-Banking Financial Company –Systemically Important Non-Deposit taking Company (Reserve Bank) Directions, 2016 in respect of the change in the shareholding of a Non Banking Financial Company, including progressive increases over time, which would result in acquisition / transfer of shareholding of 26% (twenty six percent) or more of the paid-up equity capital of the applicable Non Banking Financial Company;
 - (c) the Scheme being agreed to (in the manner prescribed herein) by the respective requisite majorities of the various classes of shareholders of the Companies as required under the Act;
 - (d) Approval of the holders of NCDs of the Amalgamated Company to the Scheme by way of e-voting, unless conducting of a meeting of NCD holders of the Amalgamated Company is dispensed with by the Competent Authority;
 - (e) such other approvals and sanctions from any other Appropriate Authority or contracting party as may be required by any Applicable Law or any contract in respect of the Scheme being carried out;

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- (f) there having been no interim or final ruling, decree or direction by any Appropriate Authority, which has not been stayed by an appellate authority, which has the effect of prohibiting or making unlawful, the consummation of the proposed Scheme by any of the Companies; and
- (g) the Scheme being sanctioned by the Competent Authority and the requisite certified copies of the order of the Competent Authority sanctioning this Scheme being filed with the Registrar of Companies.

28. AMENDMENT TO CHARTER DOCUMENTS OF THE AMALGAMATED COMPANY

28.1 Change in Object Clause

- (a) In order to carry on the activities currently being carried on by the Amalgamating Company, upon coming into effect of the Scheme, the applicable main objects in the memorandum of association of the Amalgamating Company shall be added to the matters which are necessary for furtherance of the objects of the memorandum of association of the Amalgamated Company to the extent such objects are not already covered in the memorandum of association of the Amalgamated Company, pursuant to the applicable provisions of the Act.
- (b) Under the accepted principle of single window clearance, it is hereby provided that the amendments pursuant to this Clause 28.1 shall become operative, upon the Scheme becoming effective by virtue of the fact that the shareholders of the Amalgamated Company, while approving the Scheme as a whole, have approved and accorded the relevant consents as required under the Act for amendment of the memorandum of association of the Amalgamated Company and shall not be required to pass separate resolutions under the applicable provisions of the Act.

28.2 Increase of Authorised Share Capital

- (a) As an integral part of the Scheme, and, upon coming into effect of the Scheme, the authorised share capital of the Amalgamating Company shall stand merged with that of the Amalgamated Company and consequently, the authorized share capital of the Amalgamated Company shall stand suitably increased, without any further act, instrument or deed.
- (b) Clause V of the Memorandum of Association of the Amalgamated Company (relating to authorised share capital) shall stand altered, modified and amended pursuant to Sections 13, 61, and other applicable provisions of the Act, without any further instrument, act or deed, to read as follows:

"The Authorized Share Capital of the Company is Rs. 1,00,69,98,520 (Rupees one hundred crore sixty nine lakhs ninety eight thousand five hundred and twenty), comprising of:

- (a) 7,83,81,715 (Seven Crores Eighty Three Lakhs Eighty One Thousand Seven Hundred and Fifteen) Equity Shares of Rs. 10/- each;
- (b) 1,43,82,874 (One Crore Forty Three Lakh Eighty Two Thousand Eight Hundred and Seventy Four) Series A cumulative, mandatorily and fully



- convertible Preference Shares of Rs. 10/- each;*
- (c) *29,35,263 (Twenty-Nine Lakh Thirty Five Thousand Two Hundred and Sixty Three) Series A optionally convertible and redeemable Preference Shares of Rs. 10/- each;*
 - (d) *50,00,000 (Fifty Lakh) Preference Shares of Rs. 10/- (Rupees Ten only) each;*

with the rights, privileges and conditions attaching thereto as are provided by the Articles of Association of the Company for the time being, with the power to increase or reduce the capital of the Company and to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the Articles of Association of the Company"

- (c) Pursuant to this Scheme, the Amalgamated Company shall file the requisite forms, if any, with the jurisdictional Registrar of Companies for alteration of its authorized share capital. The fee paid by the Amalgamating Company on its authorised share capital, shall be set off against any fees payable by the Amalgamated Company on its authorised capital subsequent to the amalgamation and dissolution of the Amalgamating Company.
- (d) In the event, the authorized capital of the Amalgamated Company undergoes any change prior to the Effective Date, the clauses specified in this Scheme to replace the existing Clause V of the memorandum, shall be modified accordingly to take into account the effect of any such corporate actions.
- (e) Under the accepted principle of single window clearance, it is hereby provided that the amendments pursuant to this Clause 28.2 shall become operative, upon the Scheme becoming effective by virtue of the fact that the shareholders of the Amalgamated Company, while approving the Scheme as a whole, have approved and accorded the relevant consents as required under the Act for amendment of the memorandum of association of Amalgamated Company and shall not be required to pass separate resolutions under the applicable provisions of the Act.

28.3 Amendment to Articles of Association

- (a) As an integral part of the Scheme, and, upon coming into effect of the Scheme, the articles of association of the Amalgamated Company shall be amended to reflect the terms and conditions of the New Shares to be issued to the Eligible members as consideration pursuant to the Amalgamation, as may be mutually decided by the Board of the Amalgamated Company and Amalgamating Company, at the time of approval of the Scheme.
- (b) Under the accepted principle of single window clearance, it is hereby provided that the amendments pursuant to this Clause 28.3 shall become operative, upon the Scheme becoming effective by virtue of the fact that the shareholders of the Amalgamated Company, while approving the Scheme as a whole, have approved and accorded the relevant consents

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as required under the Act for amendment of the articles of association of Amalgamated Company and shall not be required to pass separate resolutions under the applicable provisions of the Act.

29. MODIFICATIONS

29.1 The Companies (acting through their respective Boards or committees or such other person or persons, as the respective Board of Directors may authorize) may, in their full and absolute discretion, jointly and as mutually agreed in writing:

- (a) assent/ make and/ or consent to any modifications or amendments to this Scheme, or to any conditions or limitations as may be mutually agreed and which the Competent Authority and/or any other authorities may deem fit to direct or impose, and/or effect any other modification or amendment, and to do all acts, deeds and things which may otherwise be considered necessary or desirable or appropriate for settling any question or doubt or difficulty that may arise for implementing and / or carrying out this Scheme;
- (b) take such steps and do all such acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and give such directions (acting jointly) as to resolve any doubts, difficulties or questions, arising under this Scheme or implementation thereof or in any matter whatsoever connected therewith (including any question or difficulty arising in connection with any insolvent or deceased shareholders, debenture holders, depositors of the respective Companies), whether by reason of any order(s) of the Competent Authority or of any direction or orders of any other Appropriate Authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith, or to review the position relating to the satisfaction of the various conditions of the Scheme and if necessary, to waive any of those (to the extent permissible under the law);
- (c) modify or vary this Scheme prior to the Effective Date in any manner at any time subject to Applicable Law; and
- (d) determine jointly whether any asset, liability, employee, legal or other proceedings pertains to the Amalgamating Company and/or Transferred Undertaking or not, on the basis of any evidence that they may deem relevant for this purpose.

29.2 In case, post approval of the Scheme by the Competent Authority, there is any confusion in interpreting any Clause of this Scheme, or otherwise, the Board of Directors of the respective Companies shall have complete power to mutually take the most sensible interpretation so as to render the Scheme operational.

30. EFFECT OF NON-RECEIPT OF APPROVALS

30.1 The Scheme shall not come into effect unless the aforementioned conditions mentioned in Clause 27.1 above are satisfied and in such an event, the Scheme shall become null and void. Unless each of the conditions are satisfied, no rights and liabilities whatsoever shall accrue to or be incurred inter se the Companies or their respective shareholders or creditors or employees or any other person.

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30.2 In the event of this Scheme failing to take effect, the Board of Directors of any of the Companies may opt to terminate this Scheme and the Scheme shall stand revoked, cancelled and be of no effect and any of the Companies, if required, may file appropriate proceedings before the Competent Authority in this respect.

30.3 Upon the termination of the Scheme, no rights and liabilities whatsoever shall accrue to or be incurred *inter-se* between the Companies or their shareholders or creditors or employees or any other person.

31. **CONFLICT BETWEEN SCHEME AND OTHER ARRANGEMENT**

31.1 In the event of any inconsistency between any of the terms and conditions of any earlier arrangement between the Companies and their respective shareholders and the terms and conditions of this Scheme, the latter shall prevail.

32. **REMOVAL OF DIFFICULTIES**

32.1 The Companies through mutual consent and acting through their respective Boards, jointly and as mutually agreed in writing may:

(a) give such directions (acting jointly) and agree to take steps, as may be necessary, desirable or proper, to resolve all doubts, difficulties or questions arising under this Scheme, whether by reason of any orders of the Competent Authority or of any directive or orders of any Appropriate Authority, under or by virtue of this Scheme in relation to the arrangement contemplated in this Scheme and/ or matters concerning or connected therewith or in regard to and of the meaning or interpretation of this Scheme or implementation thereof or in any manner whatsoever connected therewith, or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any of those to the extent permissible under Applicable Law; and/or

(b) do all such acts, deeds and things as may be necessary, desirable or expedient for carrying the Scheme into effect.

32.2 Without prejudice to the other provisions of the Scheme and notwithstanding the vesting of the Amalgamating Company into the Amalgamated Company by virtue of the Scheme itself, in order to ensure (i) implementation of the provisions of the Scheme; and (ii) continued vesting of the benefits, exemptions available to the Amalgamating Company in favour of the Amalgamated Company, the Amalgamated Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under Applicable Law or otherwise, execute deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement in relation to which the Amalgamating Company has been a party, including any filings with the regulatory authorities in order to give formal effect to the above provisions and to carry out or perform all such formalities or compliances referred to above on the part of the Amalgamating Company.

33. **SEVERABILITY**

33.1 The provisions contained in this Scheme are inextricably inter-linked and the Scheme constitutes

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an integral whole. The Scheme would be given effect to only if it is approved in its entirety unless specifically agreed otherwise by the respective Board of Directors of the Companies or any committee constituted by such Boards.

- 33.2 If any part of this Scheme hereof is invalid, ruled illegal by Competent Authority or any court of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Companies 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 either of the Companies, in which case the Companies, acting through their respective Boards of Directors, shall attempt to bring about a modification in the Scheme, as will best preserve for the Companies the benefits and obligations of the Scheme including but not limited to such part, which is invalid, ruled illegal or rejected by the Competent Authority or any court of competent jurisdiction, or unenforceable under present or future Applicable Laws.

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PART VII: RESIDUAL PROVISIONS

34. 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 only in the sequence and in the order mentioned hereunder:
- (a) **Part IV (Amalgamation)** shall be made effective and operative first; and
 - (b) **Part V (Slump Sale)** shall be made effective immediately after the implementation of Part IV of this Scheme.
35. Upon this Scheme becoming effective, the accounts of the Companies, as on the Appointed Date shall be reconstructed in accordance with the terms of this Scheme.
36. **Costs, Charges and Expenses**
- 36.1 All costs, charges expenses (including, but not limited to, any taxes and duties, stamp duty, registration charges, etc.), of the Companies arising out of or incurred in connection with and implementing this Scheme and matters incidental shall be borne by the Amalgamated Company, and subject to Applicable Law, the Amalgamated Company shall be entitled to claim deduction of such expenses under the relevant provisions of the IT Act.
37. The Companies shall be at liberty to withdraw this Scheme at any time as may be mutually agreed by the respective Board of Directors of the Companies prior to the Effective Date. In such a case, each of the Companies shall respectively bear their own cost or as may be mutually agreed. It is hereby clarified that notwithstanding anything to the contrary contained in this Scheme, any one of the Companies shall not be entitled to withdraw the Scheme unilaterally: (a) without the prior written consent of the other Company; or (b) unless such withdrawal is in accordance with any written agreement entered into between the Companies.

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Annexure-A

Term of the listed non-convertible debentures

Part I: NCD- Rs. 15 Crores

Particulars	Details
Face Value	100,000
Dividend/Coupon and terms of payment of dividend/coupon including frequency, etc.	12.75%
Credit Rating	ICRA A+ (Stable)
Tenure/Maturity	36 months
Redemption (The terms of redemption, amount, date, redemption premium/discount, and early redemption scenarios, if any)	Terms of Redemption: Redemption amount: Rs. 15,39,82,192 (The principal amount of the Debenture shall be payable on the Principal Payment Date(s) plus accrued Coupon along with the Default Interest (if any), and other such costs, charges and expenses if any, payable on the Due Date(s) under the Transaction Documents.) Redemption date: December 15, 2023 being 36 (Thirty Six) months from the Deemed Date of Allotment. Redemption premium/discount: NA Early redemption scenarios: Any Debenture Holder may require early redemption of the Debentures held by them upon the occurrence of any of the following events ("Early Redemption Event"): - Security is not created and perfected within 30 days from the Deemed Date of Allotment - Breach of any of the Financial Covenants - If any time during the tenor of the Debentures, the rating of instrument is downgraded to BBB- or below - Equity shareholding of OFB TECH PRIVATE LIMITED in the Company falling below 100% without prior consent of the investor.
Other embedded features (put option, call option, dates, notification times, etc.	Put Option Debenture Holder may exercise the Put Option: - at the end of 12 months from the deemed date of allotment for 1/3rd of the principal outstanding and accrued Coupon, Default Interest payable (if any) and other charges and fees payable) and - at the end of 24 months from the deemed date of allotment for 2/3rd of the principal outstanding and accrued Coupon,

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Particulars	Details
	Default Interest payable (if any) and other charges and fees payable
Other terms of instruments	The Issue shall be secured by a charge created by the Issuer in favour of the Debenture Trustee (For the benefit of the Debenture Holders) being an exclusive first ranking charge by way of hypothecation over specific standard identified receivables, present and future (as set out more particularly in the Deed of Hypothecation), representing amounts due from the various borrowers of the Company at all times to the extent equal to an amount aggregating to the total outstanding in relation to the Issue ("Hypothecated Assets") such that the value of security shall be equal to 1.10 (One Decimal Point One Zero) times the redemption amount of the Debentures being the aggregate principal amount outstanding, coupon amount outstanding, Default Interest, remuneration of the Debenture Trustee, and all fees, costs, charges, expenses and other monies payable in relation to the Debentures ("Asset Cover").

Part II: NCD- Rs. 35 Crores

Particulars	Details											
Face Value	10,00,000											
Dividend/Coupon and terms of payment of dividend/coupon including frequency, etc.	8.65% (Linked to 5.77% GSEC2030)											
Credit Rating	CRISIL PPMLDA+/Stable											
Tenure/Maturity	730 days											
Redemption (The terms of redemption, amount, date, redemption premium/discount, and early redemption scenarios, if any)	Terms of Redemption: Redemption amount: Rs. 35,00,00,000 <table><tr><th>Redemption Instalments</th><th>Redemption Date</th><th>Interest per Debenture (in INR)</th><th>Amount to be redeemed per Debenture (in INR)</th></tr><tr><td>1</td><td>September 24, 2023</td><td>1,80,482</td><td>10,00,000</td></tr></table> Redemption date: September 24, 2023 Redemption premium/discount: NA (Debenture redeemed at par) Early redemption scenarios: NA				Redemption Instalments	Redemption Date	Interest per Debenture (in INR)	Amount to be redeemed per Debenture (in INR)	1	September 24, 2023	1,80,482	10,00,000
Redemption Instalments	Redemption Date	Interest per Debenture (in INR)	Amount to be redeemed per Debenture (in INR)									
1	September 24, 2023	1,80,482	10,00,000									

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Particulars	Details
Other embedded features (put option, call option, dates, notification times, etc.	NA
Other terms of instruments	Security cover: The amounts outstanding under the Debentures shall be secured on a first ranking exclusive and continuing charge basis by way of hypothecation in favour of the Debenture Trustee over identified loan receivables of the Company. 1.1 X (One point One Zero times).

Part III: NCD- Rs. 25 Crores

Particulars	Details
Face Value	10,00,000
Dividend/Coupon and terms of payment of dividend/coupon including frequency, etc.	9.00%
Credit Rating	ICRA A+ (Stable)
Tenure/Maturity	36 months
Redemption (The terms of redemption, amount, date, redemption premium/discount, and early redemption scenarios, if any)	Terms of Redemption: Redemption amount: Rs. 25,00,00,000 Redemption date: November 26, 2024 Redemption premium/discount: NA Early redemption scenarios: NIL
Other embedded features (put option, call option, dates, notification times, etc.	NA
Other terms of instruments	Security Cover: The amounts outstanding under the Debentures shall be secured on a first ranking exclusive and continuing charge basis by way of hypothecation in favour of the Debenture Trustee over identified loan receivables of the Company. The Issuer shall during the tenure of the Debentures maintain a security cover of 1.2x.

Part IV: NCD- Rs. 26.4 Crores

Particulars	Details
Face Value	10,00,000
Dividend/Coupon and terms of payment of dividend/coupon	8.75% (Linked 5.77% GSEC 2030)

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Particulars	Details								
including frequency, etc.									
Credit Rating	PP MLD ICRA A+ (Stable)								
Tenure/Maturity	650 days								
Redemption (The terms of redemption, amount, date, redemption premium/discount, and early redemption scenarios, if any)	Terms of Redemption: Redemption amount: Each Debenture shall be redeemed at Par <table><tr><th>Redemption Instalments</th><th>Redemption Date</th><th>Redemption Premium per Debenture (in INR)</th><th>Amount to be redeemed per Debenture (in INR)</th></tr><tr><td>1</td><td>January 10, 2024</td><td>1,61,111.8</td><td>10,00,000</td></tr></table> Redemption date: January 10, 2024 Redemption premium/discount: Linked to 5.77% GSec 2030 ("Reference Index") Redemption Premium is linked to the performance of Underlying /Reference Benchmark / Index 0% (zero percent), if the Final Fixing Level is less than or equal to 25% of Initial Fixing Level. 16.11118% (sixteen point one one one one eight percent), if the Final Fixing Level is greater than 25% of Final Fixing Level. Early redemption scenarios: NA	Redemption Instalments	Redemption Date	Redemption Premium per Debenture (in INR)	Amount to be redeemed per Debenture (in INR)	1	January 10, 2024	1,61,111.8	10,00,000
Redemption Instalments	Redemption Date	Redemption Premium per Debenture (in INR)	Amount to be redeemed per Debenture (in INR)						
1	January 10, 2024	1,61,111.8	10,00,000						
Other embedded features (put option, call option, dates, notification times, etc.	NA								
Other terms of instruments	Security Cover: The amounts outstanding under the Debentures shall be secured on a first ranking exclusive and continuing charge basis by way of hypothecation in favour of the Debenture Trustee. 1.1X is security cover ratio.								

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Part V: NCD- Rs. 40 Crores

Particulars	Details																						
Face Value	1,00,000																						
Dividend/Coupon and terms of payment of dividend/coupon including frequency, etc.	9% XIRR																						
Credit Rating	PP MLD ICRA A+ (Stable)																						
Tenure/Maturity	749 days																						
Redemption (The terms of redemption, amount, date, redemption premium/discount, and early redemption scenarios, if any)	Redemption amount: Redemption Schedule (subject to Business Day convention): <table><tr><th>Cash Flows</th><th>Maturity Date</th><th>No. of days</th><th>Amount (in INR)</th></tr><tr><td>Redemption Premium, if any, subject to Reference Index Performance</td><td>24 Jan 2025</td><td>749</td><td>19,344.17</td></tr><tr><td>Face Value</td><td>24 Jan 2025</td><td>749</td><td>1,00,000.00</td></tr><tr><td>Total</td><td>24 Jan 2025</td><td></td><td></td></tr></table> Redemption date: 749 days from Deemed Date of Allotment i.e. 24 Jan 2025 Redemption Premium/discount: Redemption Premium Rate is linked to the Reference Index Performance as per below: <table><tr><th>Reference Index Performance</th><th>'Annualized Coupon Rate' function</th></tr><tr><td><= -75%</td><td>0%</td></tr><tr><td>> -75%</td><td>9% XIRR</td></tr></table> Early Redemption: The Issuer will have the option to prepay the debentures by providing 30 days prior notice to the Debenture Trustee and paying an early redemption premium of 2% over and above the outstanding principal amount and accrued interest, if any.	Cash Flows	Maturity Date	No. of days	Amount (in INR)	Redemption Premium, if any, subject to Reference Index Performance	24 Jan 2025	749	19,344.17	Face Value	24 Jan 2025	749	1,00,000.00	Total	24 Jan 2025			Reference Index Performance	'Annualized Coupon Rate' function	<= -75%	0%	> -75%	9% XIRR
Cash Flows	Maturity Date	No. of days	Amount (in INR)																				
Redemption Premium, if any, subject to Reference Index Performance	24 Jan 2025	749	19,344.17																				
Face Value	24 Jan 2025	749	1,00,000.00																				
Total	24 Jan 2025																						
Reference Index Performance	'Annualized Coupon Rate' function																						
<= -75%	0%																						
> -75%	9% XIRR																						
Other embedded features (put option, call option, dates, notification times, etc.	NA																						

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Particulars	Details
Other terms of instruments	1.15 X (One point One Five times) The outstanding principal amount, together with accrued redemption premium amount including for the ensuing month end, default interest, remuneration of the Trustee, charges, fees, expenses and all other monies due from the Company, shall be secured by (to the satisfaction of the Debenture Holders) by a first ranking and exclusive charge of 1.15x over (including but not limited to) receivables, including present and future receivables ("Company's Receivables") which are free from any encumbrances/charge/lien;. The Issuer shall on a monthly basis hypothecate additional loans and/or replace such loans constituting the Hypothecated Assets that do not comply with the prescribed eligibility criteria, with loans that meet the eligibility criteria set out under heading "Hypothecation" to the Debenture Trustee such that the principal amounts outstanding under the loans constituting the Hypothecated Assets shall not be less than 1.15x (One decimal point one five times) of the aggregate amount of principal outstanding and the accrued interest amounts, if any, under the NCDs. Any additional loans added pursuant to the above to secure the Debentures shall be considered as part of the Hypothecated Assets For the avoidance of doubt, it is further clarified that, at any time prior to the Final Fixing Date, for the purposes of determining the Security Cover, the Issuer shall assume that the Reference Index Performance is greater than -75% (minus seventy five percent), and that the Annualised Coupon Rate (for the purposes of calculating the accrued Interest Amounts) is 9.00% (nine percent) (XIRR).

Part VI: NCD- Rs. 20 Crores

Particulars	Details							
Face Value	1,00,000							
Dividend/Coupon and terms of payment of dividend/coupon including frequency, etc.	9.75%							
Credit Rating	ICRA A+ (Stable)							
Tenure/Maturity	24 months							
Redemption (The terms of redemption, amount, date, redemption premium/discount, and early redemption scenarios, if any)	Redemption Amount: In case put option is not exercised <table><tr><td>Interest</td><td>Interest paid to</td><td>Interest</td><td>Redemption</td></tr></table>				Interest	Interest paid to	Interest	Redemption
Interest	Interest paid to	Interest	Redemption					

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Particulars	Details															
	<table><tr><th>Payment Date</th><th>be Debenture INR)</th><th>per (in</th><th>Rate</th><th>per debenture (INR)</th></tr><tr><td>March 19, 2024</td><td>9,723.36</td><td></td><td>9.75%</td><td>1,00,000</td></tr><tr><td>March 19, 2025</td><td>9,750.00</td><td></td><td>9.75%</td><td>1,00,000</td></tr></table>	Payment Date	be Debenture INR)	per (in	Rate	per debenture (INR)	March 19, 2024	9,723.36		9.75%	1,00,000	March 19, 2025	9,750.00		9.75%	1,00,000
	Payment Date	be Debenture INR)	per (in	Rate	per debenture (INR)											
	March 19, 2024	9,723.36		9.75%	1,00,000											
	March 19, 2025	9,750.00		9.75%	1,00,000											
	In case put option is exercised															
	<table><tr><th>Interest Payment Date</th><th>Interest paid to be Debenture INR)</th><th>per (in</th><th>Interest Rate</th><th>Redemption per debenture (INR)</th></tr><tr><td>March 19, 2024</td><td>9,723.36</td><td></td><td>9.75%</td><td>-</td></tr><tr><td>May 19, 2024 (Put Option Date)</td><td>897.45</td><td></td><td>5.37%</td><td>1,00,000</td></tr></table>	Interest Payment Date	Interest paid to be Debenture INR)	per (in	Interest Rate	Redemption per debenture (INR)	March 19, 2024	9,723.36		9.75%	-	May 19, 2024 (Put Option Date)	897.45		5.37%	1,00,000
	Interest Payment Date	Interest paid to be Debenture INR)	per (in	Interest Rate	Redemption per debenture (INR)											
	March 19, 2024	9,723.36		9.75%	-											
	May 19, 2024 (Put Option Date)	897.45		5.37%	1,00,000											
	Redemption date: March 19, 2025															
Redemption premium/discount: Debentures shall be redeemed at par Discount: NA																
Early Redemption Scenarios: The Company cannot redeem the Debentures or Prepay the Debenture during the tenure of the Debentures except as stated herein.																
Other embedded features (put option, call option, dates, notification times, etc.	Put option date: Shall be the date falling on the completion of 14 months from the Initial Deemed Date of Allotment. In case put option is exercised, Coupon rate for the first 12 months would be 9.75% and the Coupon rate for balance 2 months would be 5.37%. Please refer annexure for detailed cash flows.															
Other terms of instruments	The Debentures shall be secured by way of a first ranking, exclusive and continuing charge on identified receivables (" Hypothecated Receivables ") created pursuant to the deed of hypothecation to be executed between the Company and the Debenture Trustee as described herein. The issuer undertakes : to maintain the value of Security at all times equal to 1.20 (One decimal point two zero) time or 120% (One Hundred Ten															

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Particulars	Details
	Percent) the aggregate amount of principal outstanding of the NCDs where at least 1.20 (One decimal point one zero) time or 120.0% (One Hundred Ten Percent) of the security cover is from principal receivables ("Security Cover"); • to provide a list on a monthly basis, of specific loan receivables/identified book debts to the Debenture Trustee and the Debenture Holder over which the charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) ("Monthly Hypothecated Asset Report") • to add fresh loan assets to the Security Cover to ensure that the value of the Hypothecated Assets is equal to 1.20 (One Decimal point two zero) time or 120.0% (One Hundred and Twenty Percent) the aggregate amount of principal outstanding of the NCDs where at least 1.20 (One Decimal Point Two Zero) time or 120.0% (One Hundred and Twenty Percent) of the security cover is from principal receivables. • to replace any Hypothecated Receivables that become overdue with beyond 30 days with current receivables as per the eligibility criteria for hypothecated receivables. Such replacement shall be effected within 15 (Fifteen) Days of the receivables becoming overdue

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