

SCHEME OF ARRANGEMENT AND AMALGAMATION

(UNDER SECTIONS 230-232 OF THE COMPANIES ACT, 2013 READ WITH SECTION 52 OF THE COMPANIES ACT 2013 AND OTHER APPLICABLE PROVISIONS AND RULES THEREUNDER)

AMONGST

MUKAND LIMITED

AND

MUKAND VIJAYANAGAR STEEL LIMITED

AND

MUKAND ALLOY STEELS PRIVATE LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

DESCRIPTION OF COMPANIES

- A. Mukand Limited (CIN : L99999MH1937PLC002726) is a listed public company limited by shares, incorporated on November 29, 1937 under the provisions of the Companies Act, 1913 and is having its registered office at Bajaj Bhawan, Jamnalal Bajaj Marg, 226, Nariman Point, Mumbai Maharashtra - 400021 ("**Mukand**" or "**Transferor Company**"). Equity shares and 0.01% cumulative redeemable preference shares of Mukand are listed on the National Stock Exchange of India Limited ("NSE") and BSE Limited ("BSE"). Mukand is a multi-product, multi-division company involved in the manufacture of speciality alloy steels blooms / billets at Ginigera, Koppal District, Karnataka, stainless steel finished products, rolling & finishing of blooms / billets into bars & rods and industrial machinery at Dighe, Thane District, Maharashtra. Mukand is a supplier of alloy steels, mainly to the automobile and auto component industry.
- B. Mukand Vijayanagar Steel Limited (CIN: U85110MH1995PLC235609) is an unlisted public company limited by shares, incorporated on September 8, 1995 under the provisions of the Companies Act, 1956 and is having its registered office at Bajaj Bhawan, 3rd floor, Jamnalal Bajaj Marg, 226, Nariman Point, Mumbai Maharashtra - 400021 ("**MVSL**" or "**Transferee Company**" or "**Amalgamating Company**"). MVSL has been incorporated *inter alia* for manufacture of alloy steel bars, rods, structurals, rails, etc. As on January 01, 2017 Mukand individually and jointly along with other individuals hold the entire equity share capital of



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MVSL.

- C. Mukand Alloy Steels Private Limited (CIN: U27310MH2015PTC260936) is an unlisted private company limited by shares, incorporated on January 15, 2015 under the provisions of the Companies Act, 2013 and is having its registered office at Flat no. 11, 7 West Wing, Shah House, Janki Kutir, Juhu Tara Road, Vile Parle (W) Mumbai Maharashtra 400049 (“MASPL” or “**Amalgamated Company**”). MASPL has been incorporated to carry out the alloy steel manufacturing activities. As on January 01, 2017 Mukand individually and jointly along with other individuals hold the entire equity share capital of MASPL.

RATIONALE

- A. This Scheme of Arrangement and Amalgamation (as defined hereinafter) is expected to enable better realisation of potential of the businesses and yield beneficial results and enhanced value creation for the companies, their respective shareholders, lenders and employees. The rationale for the Scheme is set out below:

- (i) Each of the varied businesses being carried on by Mukand including alloy steel, stainless steel and industrial machinery division has potential for sustainable profitable growth and is also capable of attracting a different set of investors, strategic partners and knowhow providers to scale up the size and operations. Additionally, in order to enable investors to choose the business of their liking and priority of portfolio in the event of such a possibility arising, Mukand proposes to reorganize and segregate its alloy steel rolling & finishing business (more particularly defined as ‘Transferred Business’ below) into a separate company.
- (ii) Each business vertical gets the requisite management focus and autonomy to pursue the possibilities of expansion and growth. It can be managed more efficiently leading to better returns.
- (iii) The proposed arrangement would result in greater economies of scale and will provide a larger and stronger base for potential future growth.
- (iv) The Arrangement and Amalgamation will result in simplification of the corporate structure of the Mukand Group Companies.
- (v) The Arrangement and Amalgamation will also facilitate in retirement of debt.
- (vi) The amalgamated company would be able to better leverage on its large net worth base and have enhanced business potential.
- (vii) The Arrangement and Amalgamation will bring about simplicity in working, reduction in various statutory and regulatory compliances



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and related costs, which presently have to be duplicated in different entities, reduction in operational and administrative expenses and overheads, better cost and operational efficiencies and it will also result in coordinated optimum utilization of resources.

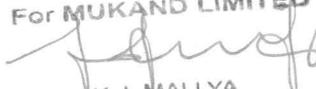
- B. Consequently, the respective Board of Directors (defined below) of Mukand, MVSL and MASPL after due consideration, have approved this Scheme and have accordingly proposed the Slump Sale (defined below) of the Transferred Undertaking (defined below) into MVSL and thereafter, amalgamation of MVSL with MASPL as an integral and composite part of the Scheme.

GENERAL

This Scheme is divided into the following parts:

- (i) **Part I**, provides for the definitions and interpretation;
- (ii) **Part II**, provides for the capital structure of Mukand, MVSL and MASPL;
- (iii) **Part III**, provides for the transfer and vesting of Transferred Undertaking (defined below) of Mukand to MVSL by way of Slump Sale, discharge of consideration, accounting treatment, adjustment of accumulated debit balance in the Statement of Profit and Loss of Mukand against its Securities Premium Account and matters incidental thereto;
- (iv) **Part IV**, provides for the amalgamation of MVSL with MASPL, discharge of consideration, accounting treatment, merger of authorised share capital and matters incidental thereto;
- (v) **Part V**, deals with the general terms and conditions applicable to all parts of this Scheme.



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PART I- DEFINITIONS AND INTERPRETATION

1. DEFINITIONS AND INTERPRETATION

1.1 In the Scheme, unless repugnant to the meaning or context thereof, the following terms and expressions shall have the meanings given against them:

“1956 Act” means the provisions of the erstwhile Companies Act, 1956 and the rules and regulations made thereunder as may be applicable;

“2013 Act” means the Companies Act, 2013 and the rules and regulations made thereunder, and includes any alterations, modifications, amendments made thereto and/or any re-enactment thereof;

“Amalgamation” means the amalgamation of Amalgamating Company with Amalgamated Company in accordance with Section 2(1B) of the Income Tax Act, 1961, in terms of Part IV of the Scheme;

“Applicable Law” shall mean any statute, notification, bye-laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinance, orders or instructions having the force of law enacted or issued by any Appropriate Authority including any statutory modification or re-enactment thereof for the time being in force;

“Appointed Date” means January 01, 2017 or such other date as may be directed by the NCLT to be operative and effective;

“Appropriate Authority” means any governmental body (central, state or local Government), legislative body, statutory body, departmental or public body or regulatory or administrative authority, judicial or arbitral body or other organization operating under the force of law including the NCLT, the stock exchanges, the Securities and Exchange Board of India (“SEBI”), income tax authorities, Reserve Bank of India and other applicable authorities pursuant to the provisions of Section 230(5) of the 2013 Act, as may be relevant in the context;

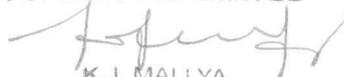
“Arrangement and Amalgamation” means the restructuring contemplated by the Scheme including (i) the Slump Sale in terms of Part III of the Scheme and (ii) Amalgamation (post the Slump Sale) in terms of Part IV of the Scheme;

“Board of Directors” or **“Board”** in relation to Mukand, MVSL and MASPL, as the case may be, means the board of directors of such company, and shall include a committee duly constituted and authorised for the purposes of matters pertaining to the Scheme and/or any other matter relating thereto;

“Effective Date” shall mean the date on which the last of all the



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conditions and matters referred to in clause 37 have been fulfilled, obtained or waived. It is clarified that the Slump Sale and Amalgamation as mentioned in Part III and Part IV of the Scheme shall be deemed to be effective from the Appointed Date in terms of the provisions of Section 232(6) of the 2013 Act. References in this Scheme to date of 'upon this Scheme becoming effective' or 'upon this Scheme coming into effect' shall mean the Effective Date;

"Encumbrance" means any options, pledge, mortgage, lien, security, interest, claim, charge, pre-emptive right, easement, limitation, attachment, restraint or any other encumbrance of any kind or nature whatsoever, and the term **"Encumbered"** shall be construed accordingly.

"Goodwill having underlying intangible assets" means such portion of goodwill, recorded in terms of Part IV of the Scheme upon Amalgamation, in the books of the Amalgamated Company, which either represents or is identified with or is allocable to assets representing intangible assets of the Amalgamating Company but not recorded as yet in the books of Amalgamating Company;

"Income Tax Act" means the Income Tax Act, 1961, including any amendments made therein or statutory modifications or re-enactments thereof for the time being in force;

"MASPL" or "Amalgamated Company" means Mukand Alloy Steels Private Limited, an unlisted private company limited by shares, incorporated on January 15, 2015 under the provisions of the 2013 Act and having its registered office at Flat no. 11, 7 West Wing, Shah House, Janki Kutir, Juhu Tara Road, Vile Parle (W) Mumbai Maharashtra 400049;

"Mukand" or "Transferor Company" means Mukand Limited, a listed public company limited by shares, incorporated on November 29, 1937 under the provisions of the Companies Act, 1913 and having its registered office at Bajaj Bhawan, Jamnalal Bajaj Marg, 226, Nariman Point, Mumbai Maharashtra - 400021;

"MVSL" or "Transferee Company" or "Amalgamating Company" means Mukand Vijayanagar Steel Limited, an unlisted public company limited by shares, incorporated on September 8, 1995 under the provisions of 1956 Act, and having its registered office at Bajaj Bhawan, 3rd floor, Jamnalal Bajaj Marg, 226, Nariman Point, Mumbai Maharashtra - 400021;

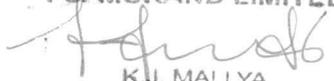
"NCLT" means the National Company Law Tribunal, Mumbai Bench having jurisdiction over Mukand, MVSL and MASPL;

"Registrar of Companies" means the Registrar of Companies, at Mumbai;

"Residual Goodwill" means the total goodwill as recorded by the



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Amalgamated Company in terms of Part IV of the Scheme upon Amalgamation as reduced by the amount of Goodwill having underlying intangible assets;

“Residual Undertaking of the Transferor Company” shall mean all the assets, liabilities, business and operations (including stainless steel and industrial machinery) of the Transferor Company other than the Transferred Undertaking. It is clarified that the alloy steel blooms / billets and bars operations at Ginigera, Karnataka and the underlying land and building at Dighe, Thane, shall also remain part of the Residual Undertaking of the Transferor Company;

“Scheme” or **“this Scheme”** means this Scheme of Arrangement and Amalgamation in its present form submitted to the NCLT or any other Appropriate Authority with any modification(s) thereto as the NCLT or any other Appropriate Authority may require, direct or approve;

“SEBI Circular” means the circular number CIR/CFD/CMD/16/2015 dated November 30, 2015 issued by the Securities and Exchange Board of India and all applicable circulars and regulations issued by SEBI in this respect;

“Slump Sale” means the transfer and vesting of the Transferred Undertaking of the Transferor Company into the Transferee Company on a going concern and “as-is-where-is” basis for a lump sum consideration, without values being assigned to the individual assets and liabilities in terms of Section 2(42C) of the Income Tax Act and to be implemented in terms of Part III of the Scheme;

“Transferred Business” shall mean the alloy steel rolling (wire rod mill, bar mill and blooming mill), heat treatment and finishing business into long round products and the marketing of alloy steel products. It is clarified that the Transferred Business shall not include the existing alloy steel blooms / billets and bars operations at Ginigera, Karnataka and the underlying land and building at Dighe, Thane;

“Transferred Undertaking” shall mean the Transferred Business of the Transferor Company which shall be transferred to the Transferee Company by the Transferor Company upon Slump Sale in terms of Part III of this Scheme on a going concern basis including, *inter alia*, all the assets and liabilities which relate to the Transferred Business, more particularly disclosed in **Schedule 1** and including (without limitation) the following:

- (a) (i) 3 rolling mills (wire rod mill, bar mill and blooming mill) and alloy steel heat treatment and finishing facilities located at Dighe, Thane, (excluding the buildings and underlying land) and ii) plot of 52.8 acres of land in Karnataka as defined in Schedule 2;
- (b) all assets and properties wherever located, whether real, tangible or intangible (whether or not recorded in books), present or future,



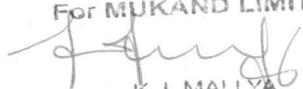
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actual or contingent, exclusively used or held, by the Transferor Company pertaining to the Transferred Business, all immovable properties of the Transferor Company used for the Transferred Business, structures and buildings constructed thereon, set out in **Schedule 2**, tenancies with respect to warehouses, parking rights, title, rights, interests, benefits, and documents of title, rights or interest and easements in relation thereto and all plant and machineries, equipment, fixed assets, capital work in progress, furniture, fixtures, office equipment, appliances, accessories, vehicles, advances and deposits with any Appropriate Authority or others, loans, outstanding loans and advances recoverable in cash or in kind (including accrued interest), receivables, all types of stocks including work-in-process, cash, balances with banks, cheques, bills of exchange and other negotiable instruments, benefits of any bank guarantees, performance guarantees, corporate guarantees, letters of credit, financial assets and instruments, and other funds along with accrued interest thereon and benefits attached thereto, pertaining to the Transferred Business;

- (c) all debts, liabilities, loans, guarantees, forward contract liability, assurances, commitments, duties and obligations of any nature or description, whether fixed, contingent or absolute, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising, (including, without limitation, whether arising out of any contract or tort based on negligence or strict liability), pertaining to the Transferred Business;
- (d) all contracts including material contracts/agreements, licenses, linkages, memoranda of understanding, memoranda of agreements, memoranda of agreed points, letters of agreed points, agreed term sheets, arrangements, undertakings, whether written or otherwise, deeds, bonds, schemes, arrangements, sales orders, purchase orders, job orders or other instruments of whatsoever nature to which the Transferor Company is a party, exclusively relating to the Transferred Business or otherwise identified to be for the benefit of the same;
- (e) all intellectual property rights including registered intellectual property rights, registered trademarks, trade names, copyrights, patents, designs, all registrations, trademarks, trade names, service marks, copyrights, patents, designs, domain names and applications relating thereto, goodwill, technical knowhow and trade secrets exclusively used by or held for use by the Transferor Company pertaining to the Transferred Business, whether or not registered, owned or licensed, including any form of intellectual property which is in progress;
- (f) all permits, licenses, consents, approvals, authorizations, quotas,



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rights, entitlements, claims, registrations, allotments, concessions, exemptions, liberties, advantages, no-objection certificates, certifications, easements, tenancies, permissions, if any, privileges and similar rights, and any waivers of the foregoing, issued by any legislative, executive or judicial unit of any Appropriate Authority or any department, commission, board, agency, bureau, official or other statutory, regulatory, local, administrative or judicial authority including telephone, broadband, wireless and other communication systems and equipment related approvals and connections including for data/image/graphics storage, reproduction, transmission and transfers, and all other rights, permits, consents, no-objections and approvals, pending applications for consents, renewals or extension exclusively relates to or used or held for use by the Transferor Company pertaining to the Transferred Business;

- (g) all benefits, entitlements, incentives and concessions under incentive schemes and policies including under customs, excise, service tax, VAT, sales tax, goods and service tax, as applicable and entry tax and income tax laws, subsidy receivables from Government, grants from any Appropriate Authority, all other direct tax benefit/ exemptions/ deductions, sales tax deferrals, to the extent statutorily available to the Transferor Company pertaining to the Transferred Business, along with associated obligations;
- (h) all employees of the Transferor Company, whether permanent or temporary, including employees/personnel engaged on contract basis and contract labourers, apprentices, interns/ trainees, both on-shore and offshore, as are primarily engaged in or in relation to the Transferred Business, at its respective offices, branches etc., and any other employees/personnel and contract labourers, apprentices, interns/trainees hired by the Transferor Company after the date hereof who are primarily engaged in or in relation to the Transferred Business and contributions, if any, made towards any provident fund, employees state insurance, gratuity fund, superannuation fund, staff welfare scheme or any other special schemes, funds or benefits existing for the benefit of such employees of the Transferor Company, together with such of the investments made by these funds, which are referable to such employees of the Transferor Company pertaining to the Transferred Business;
- (i) all legal (whether civil or criminal), taxation or other proceedings or investigations of whatsoever nature (including those before any Appropriate Authority) initiated by or against the Transferor Company or proceedings or investigations to which the Transferor Company is party to, that pertain to the Transferred Business, whether pending/ongoing as on the Appointed Date or which may be instituted any time in the future;



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- (j) all taxes, duties, cess, levies etc., that are allocable, referable or related to the Transferred Business, including all or any refunds, interest due thereon, credits and claims relating thereto, including service tax, input credits, CENVAT credits, value added tax, sales tax, goods and service tax, as applicable, entry tax credits or set-offs and any other tax benefits, exemptions and refunds and other benefits, payment deferrals, subsidies, concessions, grants; and
- (k) all books, records, files, papers, engineering and process information, databases, catalogues, quotations, advertising materials, lists of present and former credit, whether in physical or electronic form, pertaining to the Transferred Business.

1.2 All terms and words used in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the 1956 Act or the 2013 Act, as applicable, the Income Tax Act, the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof for the time being in force.

1.3 In this Scheme, unless the context otherwise requires:

- (a) words denoting singular shall include plural and vice versa;
- (b) headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- (c) references to the word "include" or "including" shall be construed without limitation;
- (d) a reference to an article, clause, section or paragraph is, unless indicated to the contrary, a reference to an article, clause, section or paragraph of this Scheme;
- (e) unless otherwise defined, the reference to the word "days" shall mean calendar days;
- (f) references to dates and times shall be construed to be references to Indian dates and times;
- (g) reference to a document includes an amendment or supplement to, or replacement or novation of, that document; and
- (h) references to a person include any individual, firm, body corporate (whether incorporated or not), Government, state or agency of a state or any joint venture, association, partnership, works councillor employee representatives body (whether or not having separate legal personality).



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- (i) references to any of the terms taxes, duty, levy, cess in the Scheme shall be construed as reference to all of them whether jointly or severally.
- (j) word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed to them.
- (k) any reference to any statute or statutory provision shall include:
 - (i) all subordinate legislations 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; and
 - (ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the filing of this Scheme) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to the matters contemplated 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.



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PART II –SHARE CAPITAL

2. SHARE CAPITAL

2.1. Mukand

The share capital of Mukand as on January 01, 2017 is as under:

Authorised Share Capital	Amount (Rs.)
15,30,00,000 Equity Shares of Rs. 10 each	153,00,00,000
70,00,000 Cumulative Redeemable Preference Shares of Rs. 10 each	7,00,00,000
Total	160,00,00,000
Issued Share Capital	Amount (Rs.)
146,273,934* Equity Shares of Rs. 10 each	146,27,39,340
<i>*includes equity shares kept in abeyance by the stock exchanges</i>	
56,26,320 0.01% Cumulative Redeemable Preference Shares of Rs. 10 each	5,62,63,200
Total	151,90,02,540
Subscribed and Fully Paid Up Share Capital	
14,14,05,861 Equity Shares of Rs. 10 each	141,40,58,610
56,26,320 0.01% Cumulative Redeemable Preference Shares of Rs. 10 each	5,62,63,200
Total	147,03,21,810
Add: Forfeited shares (amounts originally paid up)	1,15,597
Total	147,04,37,407

Thereafter, there has been no change in authorised, issued, subscribed and paid up share capital of Mukand.

2.2. MVSL

The share capital of MVSL as on January 01, 2017 is as under:

Authorised Share Capital	Amount
75,00,000 Equity Shares of Rs. 10 each	7,50,00,000
Total	7,50,00,000
Issued, Subscribed and Fully Paid Up Share Capital	Amount (Rs.)
70,66,243 Equity Shares of Rs. 10 each	7,06,62,430
Total	7,06,62,430

Thereafter, there has been no change in authorised, issued, subscribed and paid up share capital of MVSL. MVSL is a wholly owned subsidiary of Mukand



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2.3. MASPL

The share capital of MASPL as on January 01, 2017 is as under:

Authorised Share Capital	Amount (Rs.)
10,000 Equity Shares of Rs. 10 each	1,00,000
Total	1,00,000

Issued, Subscribed and Fully Paid Up Share Capital	Amount (Rs.)
10,000 Equity Shares of Rs. 10 each	1,00,000
Total	1,00,000

Thereafter, there has been no change in authorised, issued, subscribed and paid up share capital of MASPL. MASPL is a wholly owned subsidiary of Mukand.



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PART III – TRANSFER OF TRANSFERRED UNDERTAKING OF THE TRANSFEROR COMPANY TO THE TRANSFEEE COMPANY BY WAY OF SLUMP SALE

Transfer and vesting of Transferred Undertaking of the Transferor Company to the Transferee Company by way of Slump Sale

3. Upon this Scheme becoming effective, pursuant to the orders of the NCLT sanctioning the Scheme and pursuant to the provisions of Sections 230 to 232 of the 2013 Act and all other applicable provisions of 2013 Act, with effect from the Appointed Date the Transferred Undertaking of the Transferor Company shall stand transferred to and be vested in and/or be deemed to have been transferred to and vested in the Transferee Company, as a going concern, by way of Slump Sale, so as to become, as from the Appointed Date, the undertaking of the Transferee Company, without any further act, instrument or deed, as per the provisions and in the manner provided herein, together with all its properties, assets, liabilities, rights, benefits and interest therein, subject to existing Encumbrances or *lispendens*, if any, thereon, (save and except the Encumbrance existing over the plant and machinery situated at Dighe, Thane) in the manner as provided hereinafter in this Part III of the Scheme. It is clarified that the Encumbrance existing over the plant and machinery situated at Dighe, Thane shall stand released immediately on the Scheme becoming effective.

4. Without prejudice to the generality of the foregoing in clause 3 above and to the extent applicable, unless otherwise stated herein, upon the Scheme becoming effective, with effect from the Appointed Date, the entire Transferred Undertaking together with all its business and operations including all its assets and liabilities, shall be transferred by the Transferor Company to the Transferee Company on a going concern and "as-is-where-is" basis, for a lump sum consideration as mentioned in clause 13 herein below, without assigning value to individual assets and liabilities, and in the following manner:
 - 4.1. all assets (whether or not recorded in the books of accounts) pertaining to the Transferred Undertaking that are movable in nature or are incorporeal property or are otherwise capable of transfer by physical or constructive delivery and/or by endorsement and delivery or by operation of law or pursuant to the vesting orders of the NCLT sanctioning the Scheme and on the Scheme becoming effective, shall stand vested in the Transferee Company and shall be deemed to have become and be the property and an integral part of the Transferee Company by operation of law. Such vesting pursuant to this clause shall be deemed to have occurred by manual/constructive delivery and/or by endorsement and delivery, as appropriate in relation to the property being vested and title to the property shall be deemed to have been transferred accordingly, without requiring execution of any deed or instrument of



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conveyance for the same.

- 4.2. all assets pertaining to the Transferred Undertaking that are movable in nature, other than those in sub-clause 4.1 above, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, semi-Government, local and other authorities and bodies, customers and other persons, shall without any further act, instrument or deed, pursuant to the vesting orders and by operation of law become the property of the Transferee Company, and the title thereof together with all rights, interests or obligations therein shall be deemed to have been mutated and recorded as that of the Transferee Company. Any document of title pertaining to the assets of the Transferred Undertaking shall also be deemed to have been mutated and recorded as titles of the Transferee Company to the same extent and manner as originally held by the Transferor Company to the end and intent that all the ownership, right, title and interest so vesting in the Transferee Company therein will be such as if the Transferee Company was originally the Transferor Company. The Transferee Company shall, subsequent to the vesting orders, be entitled to the delivery and possession of all documents of title including all related documents of such movable property in this regard.
- 4.3. all immovable properties pertaining to the Transferred Undertaking including tenancies in relation to warehouses, rights, covenants, continuing rights, title and interest in connection with the said immovable properties and all documents of title, rights and easements in relation thereto, shall upon this Scheme becoming effective, stand transferred to and be vested in and be deemed to have been transferred to and vested in the Transferee Company, without any further act or deed done/executed or being required to be done/executed by the Transferor Company or the Transferee Company or both. The Transferee Company shall be entitled to exercise and enjoy all rights and privileges attached to such immovable properties and shall be liable to pay the ground rent and taxes and fulfill all obligations and be entitled to all rights in relation to or as applicable to such immovable properties.
- 4.4. all contracts including contracts, deeds, bonds, agreements, schemes, arrangements and other instruments, permits, rights, entitlements for the purpose of carrying on the Transferred Undertaking, and in relation thereto, and those relating to tenancies, privileges, powers, facilities of every kind and description of whatsoever nature in relation to the Transferred Undertaking, or to the benefit of which, Transferred Undertaking may be eligible and which are subsisting or having effect immediately before the Scheme coming into effect, shall by endorsement, delivery or record or by operation of law pursuant to the vesting orders of the NCLT sanctioning the Scheme, and on the



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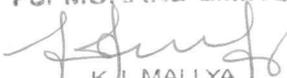
Scheme becoming effective, be deemed to be contracts, deeds, bonds, agreements, schemes, arrangements and other instruments, permits, rights, entitlements of the Transferee Company. Such properties and rights described hereinabove shall stand transferred to and vested in the Transferee Company and shall be deemed to have become the property of the Transferee Company as its integral part by operation of law. Such contracts and properties described above shall continue to be in full force and continue as effective as hitherto for in favor of or against the Transferee Company and shall be the legal and enforceable rights and interests of the Transferee Company, which can be enforced and acted upon as fully and effectually as if, it were the Transferor Company and shall be deemed to be its successor in interest. Upon the Scheme becoming effective, the rights, duties, obligations, interests flowing from such contracts and properties, shall be deemed to have been entered in and novated to the Transferee Company by operation of law and the Transferee Company shall be deemed to be the Transferor Company's substituted party or beneficiary or obligor thereto. In relation to the same, any procedural requirements required to be fulfilled solely by the Transferor Company (and not by any of its successors), shall be fulfilled by the Transferee Company as if it were the duly constituted attorney of the Transferor Company. Upon the Scheme becoming effective, with effect from the Appointed Date, any contract of the Transferor Company relating to or benefiting at present the Transferor Company and the Transferred Undertaking, shall be deemed to constitute separate contracts, thereby relating to and/or benefiting the Transferor Company and the Transferee Company, respectively.

All guarantees provided by any bank in relation to the Transferred Undertaking in favour of the Transferor Company outstanding as on the Effective Date, shall stand substituted in favour of and vest in the Transferee Company and shall enure to the benefit of the Transferee Company and, all guarantees issued by the bankers of the Transferor Company in relation to the Transferred Undertaking at the request of the Transferor Company favouring any third party shall be deemed to have been issued at the request of the Transferee Company and continue to remain in full force in favour of such third party till its maturity or earlier termination.

- 4.5. All intellectual property including registrations, licenses, trademarks, logos, service marks, copyrights, domain names, trade names, goodwill, know-how, trade secrets and trademarks, pertaining to the Transferred Undertaking, if any, shall stand vested in the Transferee Company without any further act, instrument or deed, upon the Scheme becoming effective.
- 4.6. all taxes (including but not limited to advance tax, tax deducted at source, minimum alternate tax credit, securities transaction tax,



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input credit, CENVAT, value added tax, sales tax, goods and service tax, as applicable, entry tax, goods and service tax, as applicable, taxes withheld/paid in a foreign country, etc.) payable by or refundable to the Transferred Undertaking, including all or any refunds or claims shall be treated as the tax liability or refunds/claims, as the case may be, of the Transferee Company, and any tax incentives, advantages, privileges, exemptions, rebates, benefits, credits, remissions, reductions, etc., as would have been available to Transferred Undertaking, shall pursuant to the Scheme becoming effective, be available to the Transferee Company.

- 4.7. all approvals, consents, sanctions, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses (including the licenses granted by any Appropriate Authority for the purpose of carrying on its business or in connection therewith), and certificates of every kind and description whatsoever in relation to the Transferred Undertaking, or to the benefit of which the Transferred Undertaking may be eligible/entitled, and which are subsisting or having effect immediately before the Scheme coming into effect, shall by endorsement, delivery or recordal or by operation of law pursuant to the vesting orders of the NCLT sanctioning the Scheme, and on the Scheme becoming effective, be deemed to be approvals, consents, sanctions, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses (including the licenses granted by any Appropriate Authority for the purpose of carrying on its business or in connection therewith) and certificates of every kind and description of whatsoever nature, of the Transferee Company, and shall be in full force and effect in favor of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligor thereto. Such of the other permits, licenses, consents, sanctions, approvals, authorizations, quotas, rights, entitlements, allotments, concessions, exemptions, rebates, liberties, advantages, no-objection certificates, certifications, easements, tenancies, privileges and similar rights, and any waiver of the foregoing, as are held at present by the Transferor Company, but relate to or benefitting at present Residual Undertaking of the Transferor Company and the Transferred Undertaking, shall be deemed to constitute separate permits, licenses, consents, sanctions, approvals, authorizations, quotas, rights, entitlements, allotments, concessions, exemptions, rebates, liberties, advantages, no-objection certificates, certifications, easements, tenancies, privileges and similar rights, and any waiver of the foregoing, and the necessary substitution/endorsement shall be made and duly recorded in the name of the Transferor Company and the Transferee Company, respectively, by the relevant authorities pursuant to the sanction of this Scheme by the NCLT. 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



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party or authority shall take on record the orders of the NCLT sanctioning the Scheme on its file and make and duly record the necessary substitution or endorsement in the name of the Transferee Company as successor-in-interest, pursuant to the sanction of this Scheme by the NCLT, and upon the Scheme becoming effective in accordance with the terms hereof. For this purpose, the Transferee Company shall file certified copies of such sanctioned orders, and if required file appropriate applications, forms or documents with relevant authorities concerned for statistical, information and record purposes only, and there shall be no break in the validity and enforceability of approvals, consents, sanctions, exemptions, rebates, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses (including the licenses granted by any Appropriate Authority for the purpose of carrying on its business or in connection therewith), and certificates of every kind and description of whatsoever nature.

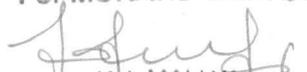
- 4.8. all benefits, entitlements, incentives and concessions under incentive schemes and policies, pertaining to the Transferred Undertaking that the Transferor Company is entitled to, including under customs, excise, service tax, VAT, sales tax, goods and service tax, as applicable and entry tax and income tax laws, subsidy receivables from government, direct tax benefit/exemptions/ deductions, shall, to the extent statutorily available and along with associated obligations, stand transferred to and be available to the Transferee Company upon Part III of the Scheme becoming effective as if the Transferee Company was originally entitled to all such benefits, entitlements, incentives and concessions.

All benefits of any and all corporate approvals as may have already been taken by the Transferor Company with respect to the Transferred Undertaking, whether being in the nature of compliances or otherwise, shall stand vested in the Transferee Company and the said corporate approvals and compliances shall, upon the Scheme becoming effective, be deemed to have been taken/complied with by the Transferee Company.

- 4.9. all estates, assets, rights, title, interests and authorities accrued to and/or acquired by the Transferor Company in relation to the Transferred Undertaking shall be deemed to have been accrued to and/or acquired for and on behalf of the Transferee Company and shall, upon the Scheme coming into effect, pursuant to the provisions of Section 232 and other applicable provisions of the 2013 Act, without any further act, instrument or deed be and shall stand vested in or be deemed to have been vested in the Transferee Company to that extent and shall become the estates, assets, right, title, interests and authorities of the Transferee Company.



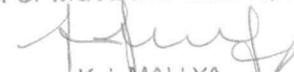
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- 4.10. The Transferee Company shall be entitled to claim refunds or credits, including input tax credits, with respect to taxes paid by, for, or on behalf of, the Transferred Undertaking under Applicable Law, including but not limited to sales tax, goods and service tax, as applicable, value added tax, service tax, excise duty, cess or any other tax, whether or not arising due to any inter se transaction, even if the prescribed time limits for claiming such refunds or credits have lapsed. For the avoidance of doubt, input tax credits already availed of or utilized by the Transferred Undertaking and the Transferee Company in respect of inter se transactions shall not be adversely impacted by the cancellation of inter se transactions pursuant to this Scheme.
- 4.11. All statutory rights and obligations pertaining to Transferred Undertaking would vest in/accrue to the Transferee Company. Hence, obligation pertaining to Transferred Undertaking, prior to the Effective Date, to issue or receive any statutory declaration or any other forms by whatever name called, under the State VAT Acts or the Central Sales Tax Act or any other act for the time being in force, would be deemed to have been fulfilled if they are issued or received by the Transferee Company and if any form relating to the period prior to the Effective Date is received in the name of the Transferor Company, it would be deemed to have been received by the Transferee Company in fulfillment of their obligations.
- 4.12. all books, records, files, papers, engineering and process information, catalogues, quotations, advertising materials, if any, lists of present and former clients, whether in physical or electronic form, pertaining to the Transferred Undertaking of the Transferor Company, to the extent possible and permitted under Applicable Law, be handed over by them to the Transferee Company.
5. Without prejudice to the generality of clause 3 above, upon the Scheme coming into effect, with effect from the Appointed Date:
- 5.1. all the liabilities, whether or not provided in the books of the Transferor Company pertaining to the Transferred Undertaking, shall, under the provisions of Sections 230 to 232 of the 2013 Act and other applicable provisions of 2013 Act, and all other provisions of Applicable Law, if any, without any further act, instrument, deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred to and vested in and/or be deemed to have been transferred to and vested in the Transferee Company as a part of the transfer of the Transferred Undertaking, as a going concern and the same shall be assumed by the Transferee Company, to the extent they are outstanding on the Effective Date and shall become as and from the Appointed Date, the liabilities of the Transferee Company on the same terms and conditions as were applicable to



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the Transferor Company, and the Transferee Company alone shall meet, discharge and satisfy the same.

- 5.2. all liabilities comprised in the Transferred Undertaking, and which are incurred or which arise or accrue to the Transferred Undertaking of the Transferor Company, on or after the Appointed Date but prior to the Effective Date, shall under the provisions of Sections 230 to 232 of the 2013 Act and other applicable provisions of the 2013 Act and all other provisions of Applicable Law, if any, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred to and vested in and/or be deemed to have been transferred to and vested in the Transferee Company as part of the transfer of the Transferred Undertaking as a going concern and the same shall be assumed by the Transferee Company and to the extent they are outstanding on the Effective Date on the same terms and conditions as were applicable to the Transferor Company, the Transferee Company alone shall meet, discharge and satisfy the same.
- 5.3. any liabilities of the Transferred Undertaking as on the Appointed Date that are discharged by the Transferor Company on or after the Appointed Date but prior to the Effective Date, shall be deemed to have been discharged for and on account of the Transferee Company.
- 5.4. all loans raised and utilized, liabilities, duties and taxes and obligations incurred or undertaken by the Transferor Company pertaining to the Transferred Undertaking on or after the Appointed Date but prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and shall, under the provisions of Sections 230 to 232 of 2013 Act, as applicable, and all other provisions of Applicable Law, if any, without any further act, instrument, deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same be and stand transferred to and vested in and/or be deemed to have been transferred to and vested in the Transferee Company as a part of the transfer of the Transferred Undertaking as a going concern and the same shall be assumed by the Transferee Company and to the extent they are outstanding on the Effective Date, the Transferee Company shall meet, discharge and satisfy the same.
- 5.5. the liabilities, if any, due or which may at any time in the future become due in relation to the Transferred Undertaking, inter-se the Transferor Company and the Transferee Company, shall stand discharged /cancelled and there shall be no liability in that behalf on either company and corresponding effect shall be given in the books of account and records of the Transferee Company.



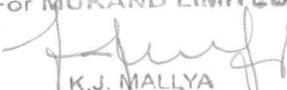
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It is hereby clarified that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this clause.

- 5.6. all Encumbrances, if any, existing prior to the Effective Date over the assets of the Transferred Undertaking which secure or relate to the liabilities shall, without any further act, instrument, deed or document, cost or charge and without any notice or other intimation to any third party for the transfer of the same, continue to relate and attach to such assets or any part thereof to which they were related or attached prior to the Effective Date and are transferred to the Transferee Company. It is being clarified that the aforesaid Encumbrances shall not be extended to any existing assets of the Transferee Company. It is clarified that the plant and machinery situated at Dighe, Thane forming part of the Transferred Undertaking shall be transferred free from Encumbrance upon the Scheme becoming effective. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.
 - 5.7. Any reference, in any security documents or arrangements, to the Transferor Company and assets and properties pertaining to the Transferred Undertaking, shall be construed as a reference to the Transferee Company and the assets and properties of Transferred Undertaking transferred to the Transferee Company pursuant to this Scheme.
 - 5.8. Without prejudice to the foregoing provisions, the Transferee Company/the Transferor Company may execute any instruments or documents or do all such acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies to give formal effect to the above provisions, if required.
 - 5.9. the provisions of this clause shall operate notwithstanding anything to the contrary contained in any instrument, deed, document or writing or the terms of sanction or issue or any security document; all of which instruments, deeds, documents or writings shall stand modified and/or superseded by the foregoing provisions.
6. It is clarified that all rights, title and obligation enuring for the benefit of or becoming liability of the Transferee Company by virtue of clause 3, 4 and 5 above, shall enure for or become the rights, title, obligation and liability of the successors-in-interest of the Transferee Company either under the provisions of Part IV of this Scheme or otherwise.
 7. Upon the Scheme becoming effective, the secured creditors of the Transferor Company that relate to the Transferred Undertaking, if any,



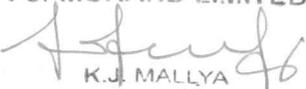
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and/or other security holders over the properties of the Transferred Undertaking shall be entitled to security only in respect of the properties, assets, rights, benefits and interest of Transferred Undertaking, as existing immediately prior to transfer and vesting of the Transferred Undertaking into the Transferee Company. It is hereby clarified that pursuant to the transfer and vesting of the Transferred Undertaking into the Transferee Company in terms of the Scheme, the secured creditors of the Transferor Company relating to the Transferred Undertaking and/or other security holders over the properties of the Transferred Undertaking shall not be entitled to any additional security over the properties, assets, rights, benefits and interest of the Transferee Company and vice-versa.

8. Employees

- 8.1. All the employees, pertaining to the Transferred Undertaking, shall become employees of and be engaged by the Transferee Company pursuant to the vesting orders and by operation of law, with effect from the Scheme coming into effect, on same terms and conditions which, as a result, shall be no less favorable than those on which they are currently engaged by the Transferor Company, without any interruption of service as a result of transfer and vesting of Transferred Undertaking and without any further act, deed or instrument on the part of the Transferor Company or the Transferee Company.
- 8.2. All contributions made by the Transferor Company on behalf of its employees and all contributions made by the employees including the interests arising thereon, to the funds and standing to the credit of such employees' account with such funds, shall, upon this Scheme becoming effective, be transferred to the Transferee Company along with such of the investments made by such funds which are referable and allocable to the employees of the Transferred Undertaking of the Transferor Company and the Transferee Company shall stand substituted for the Transferor Company with regard to the obligation to make the said contributions.
- 8.3. With regard to provident fund, gratuity fund, superannuation fund, leave encashment and any other special scheme or benefits created or existing for the benefit of employees pertaining to the Transferred Undertaking, upon Part III of the Scheme becoming effective, shall be continued on the same terms and conditions by the Transferee Company and, the Transferee Company including its successor or assigns shall stand substituted for the Transferor Company for all purposes and intents, whatsoever, relating to the administration or operations of such schemes or funds or in relation to the obligation to make contributions to the said funds, in accordance with the provisions of Applicable Law or otherwise. It is the intent that all the rights, duties, powers and obligations of the Transferor Company in relation to such fund or funds shall become

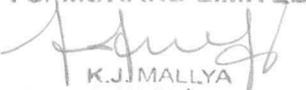


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those of the Transferee Company without need of any fresh approval from any statutory authority. It is hereby clarified that upon the Scheme becoming effective, the aforesaid benefits or schemes shall continue to be provided to such employees and the services of all such employees of the Transferor Company for such purpose shall be treated as having been continuous.

- 8.4. the Transferee Company agrees that the services of all employees of the Transferor Company, pertaining to the Transferred Undertaking prior to the transfer, shall be taken into account for the purposes of all benefits to which such employees may be eligible, including in relation to the level of remuneration and contractual and statutory benefits, incentive plans, terminal benefits, gratuity plans, superannuation, provident fund and other retirement benefits and accordingly, such benefits shall be reckoned from the date of their respective appointment in the Transferor Company. The Transferee Company undertakes to pay the same, as and when payable under Applicable Law.
 - 8.5. The contributions made by the Transferor Company under Applicable Law in connection with the employees of the Transferred Undertaking of the Transferor Company, to the funds, for the period after the Appointed Date shall be deemed to be contributions made by the Transferee Company.
 - 8.6. The Transferor Company will transfer/handover to Transferee Company, copies of employment information of all such transferred employees of Transferred Undertaking, including but not limited to, personnel files (including hiring documents, existing employment contracts, and documents reflecting changes in an employee's position, compensation, or benefits), payroll records, medical documents (including documents relating to past or ongoing leaves of absence, on the job injuries or illness, or fitness for work examinations), disciplinary records, supervisory files and all forms, notifications, orders and contribution/identity cards issued by the concerned authorities relating to benefits transferred pursuant to this sub-clause.
 - 8.7. Transferee Company shall continue to abide by any agreement(s)/ settlement(s) entered into by Transferor Company with employees of Transferred Undertaking to the extent applicable in relation to the Transferred Undertaking, which are subsisting or having effect immediately prior to Appointed Date and continuing from Appointed Date till the Effective Date.
9. The Transferor Company and/or the Transferee Company, as the case may be, shall, at any time after the Scheme becoming effective, in accordance with the provisions hereof, if so required under any law or otherwise, execute appropriate deeds and/or documents of confirmation or other writings or arrangements with any party to any contract or arrangement in



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relation to which the Transferor Company has been a party, including any filings with the regulatory authorities, in order to give formal effect to the above provisions. the Transferee Company shall, for this purpose, under the provisions hereof, be deemed to have been authorized to execute any such deeds, documents and writings for and on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above or otherwise required to be carried out or performed on the part of the Transferor Company.

10. The Transferor Company and/or the Transferee Company, as the case may be, shall, at any time after the Scheme becoming effective in accordance with the provisions hereof, if so required under any law or otherwise, do all such acts or things as may be necessary for transfer/vesting of the approvals, sanctions, consents, exemptions, rebates, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses and certificates which were held or enjoyed by the Transferor Company in relation to the Transferred Undertaking including its business and operations, into the Transferee Company. It is hereby clarified that if the consent of any third party or authority is required to give effect to the provisions of this clause, the said third party or authority shall make and duly record the necessary substitution/ endorsement in the name of the Transferee Company pursuant to the sanction of this Scheme by the NCLT, and upon the Scheme becoming effective in accordance with the terms hereof. For this purpose, the Transferee Company (including its successors and assigns) shall, if and as required, file, appropriate applications/documents etc. with relevant authorities concerned for information and record purposes. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such applications/documents etc. for and on behalf of the Transferor Company and to carry out or perform all such acts, formalities or compliances referred to above as may be required in this regard.

11. **Legal Proceedings**

- 11.1. All proceedings of whatsoever nature (legal and others, including any suits, appeals, arbitrations, execution proceedings, revisions, writ petitions, if any) whether by or against, pertaining to the Transferred Undertaking, shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer and vesting of the Transferred Undertaking or anything contained in this Scheme.
- 11.2. Upon the coming into effect of this Scheme, all suits, actions, and other proceedings including legal and taxation proceedings, (including before any statutory or quasi-judicial authority or tribunal) whether by or against, pertaining to the Transferred Undertaking, whether pending and/or arising on or before the Effective Date shall be continued and / or enforced by or against the Transferee Company or its successor as effectually and in the same manner and to the same extent as if the same had been



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instituted and/or pending and/or arising by or against the Transferee Company or its successor.

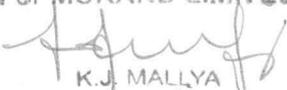
- 11.3. The Transferee Company undertakes to have accepted on behalf of itself, all suits, claims, actions and legal proceedings initiated pertaining to the Transferred Undertaking, transferred to its name and to have the same continued, prosecuted and enforced by or against the Transferee Company.

12. Conduct of business

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

- 12.1. The Transferor Company shall carry on and shall be deemed to have carried on all its business activities pertaining to the Transferred Undertaking and shall hold and stand possessed and shall be deemed to have held and stood possessed of all the said assets, rights, title, interests, authorities, contracts, investments and decisions, benefits for and on account of and in trust for the Transferee Company;
- 12.2. all obligations, liabilities, duties and commitments attached, related or pertaining to the Transferred Undertaking of the Transferor Company shall be undertaken and shall be deemed to have been undertaken for and on account of and in trust for the Transferee Company; and
- 12.3. all profits or income arising or accruing in favor of the Transferor Company in relation to the Transferred Undertaking and all taxes paid thereon (including but not limited to advance tax, tax deducted at source, minimum alternate tax credit, securities transaction tax, taxes withheld/paid in a foreign country, sales tax, value added tax, excise duty, customs duty, service tax or goods and service tax, as applicable, cess, tax refunds, etc.) or losses arising or incurred by the Transferor Company in relation to the Transferred Undertaking shall, for all intent and purposes, be treated as and be deemed to be the profits or income, taxes or losses, as the case may be, of the Transferee Company. It is hereby clarified that any tax payable by or refundable relating to the Transferred Undertaking, including all or any tax refunds or tax liabilities or tax claims arising from pending tax proceedings, under any law, on or before the Effective Date, shall be treated as or deemed to be treated as the tax liability or tax refunds/ tax claims (whether or not recorded in the books relating to the Transferred Undertaking) of the Transferee Company, and any unabsorbed tax losses and depreciation, etc., as would have been available to the Transferred Undertaking on or before the Effective Date, shall be available to the Transferee Company upon Part III of the Scheme coming into effect.



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13. Consideration for Slump Sale

- 13.1. Upon the Scheme coming into effect and upon transfer and vesting of the Transferred Undertaking of the Transferor Company into the Transferee Company pursuant to the Slump Sale as stated herein, the lump sum consideration of INR 227 Crores (Rupees Two Hundred and Twenty Seven Crores) shall be payable in cash by the Transferee Company to the Transferor Company. The consideration of INR 227 Crs shall be discharged within 6 months from the Effective Date or such other date and terms as determined by the Boards of Directors.
- 13.2. On the Effective Date the total consideration payable in cash for transfer and vesting of the Transferred Undertaking as given under clause 13.1 above shall be disclosed as payable in terms of Clause 32.6 of Part IV of the Scheme in the books of the Amalgamated Company.
- 13.3. The consideration for the vesting of the Transferred Undertaking with the Transferee Company, by way of Slump Sale, has been determined and agreed upon by the Board of Directors of the Transferor Company and the Transferee Company based on their independent judgment after considering i) the recommendation of the audit committee of the Transferor Company and ii) Certificate issued by M/s Sanjay & Snehal, an independent chartered accountant certifying the value of the Transferred Undertaking as on the Appointed Date.

14. Accounting Treatment in the books of the Transferee Company

The Transferee Company shall, upon the Scheme becoming effective, with effect from the Appointed Date, record the assets and liabilities of the Transferred Undertaking (as appearing in the books of accounts of the Transferor Company at the close of business on the day preceding the Appointed Date), as vested in it pursuant to Slump Sale in terms of this Part III, at a value derived at by apportioning the cash consideration payable by it amongst all the assets and liabilities pertaining to Transferred Undertaking.

15. Accounting Treatment in the books of the Transferor Company

- 15.1. The Transferor Company shall, upon the Scheme becoming effective, with effect from the Appointed Date, account for Slump Sale as under:
- (a) The accounts representing the assets and liabilities pertaining to the Transferred Undertaking shall stand reduced by the book value of assets and liabilities transferred to the Transferee Company.



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(b) Difference, if any, between consideration as per clause 13 above and the book value i.e. net assets (assets less liabilities) of the Transferred Undertaking transferred shall be adjusted in the Statement of Profit and Loss by the Transferor Company.

15.2. Upon the Scheme coming into effect, the accumulated debit balance in the Statement of Profit and Loss of the Transferor Company as on December 31, 2016 shall be adjusted with the existing balance in the Securities Premium Account as at 31st December, 2016.

16. Compliance with section 180(1)(a) and 52 of 2013 Act

16.1. The consent / approval given by the shareholders of the Transferor Company to the Scheme, in writing by way of a consent letter/ affidavit or by passing a resolution at a general meeting or at a NCLT-convened meeting of the Transferor Company, as may be applicable, shall also be deemed as the consent of the members of the Transferor Company, as the case may be, under Section 180(1)(a) of the 2013 Act and all other relevant provisions of 2013 Act, as applicable, to the Slump Sale of Transferred Undertaking of the Transferor Company to the Transferee Company and there shall be no need to pass a separate shareholders' resolution/s at a general meeting for the same as is required under Section 180(1)(a) of the 2013 Act and/or other relevant provisions of 2013 Act, as applicable.

16.2. The reduction in the Securities Premium Account of the Transferor Company, as mentioned in Clause 15.2 above, shall be effected as an integral part of the Scheme in accordance with the provisions of Section 52 read with Section 230 of the 2013 Act. The reduction would not involve either a diminution of liability in respect of unpaid share capital or payment of paid-up share capital.

17. Validity of existing resolutions, etc.

Upon the coming into effect of the Scheme, the resolutions passed by the Board of Directors and/or the shareholders of the Transferor Company pertaining to the Transferred Undertaking, as are considered necessary by the Board of Directors of the Transferee Company and which are valid and subsisting on the Effective Date shall continue to be valid and subsisting and be considered as the resolutions of the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the 1956 Act and the 2013 Act, or any other applicable statutory provisions, then the said limits as are considered necessary by the Board of Directors of the Transferee Company shall be added to the limits, if any, under like resolutions passed by the Board of Directors and/or the shareholders of the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.



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18. Any question that may arise as to whether a specified asset or liability pertains or does not pertain to the Transferred Undertaking or whether it arises or does not arise out of the activities, business or operations of the Transferred Undertaking shall be decided by mutual agreement between the respective Boards of Directors of the Transferor Company and/or the Transferee Company.
19. **Residual Undertaking of the Transferor Company to continue with the Transferor Company**
- (i) All the assets, liabilities and obligations together with the business and operations, pertaining to the Residual Undertaking of the Transferor Company, shall continue to belong to and remain vested in and be managed by the Transferor Company.
 - (ii) All legal and other proceedings by or against the Transferor Company under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, whether or not in respect of any matter arising before the Effective Date and pertaining or relating to the Residual Undertaking of the Transferor Company (including those relating to any property, right, power liability, obligation or duty, of the Transferor Company in respect of the Residual Undertaking of the Transferor Company) shall be continued and enforced solely by or against the Transferor Company.
 - (iii) With effect from the Appointed Date, as applicable, and up to Effective Date;
 - a) All profits accruing to the Transferor Company or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the Residual Undertaking of the Transferor Company shall, for all purposes, be treated as the profits or losses, as the case may be, of the Transferor Company; and
 - b) All assets and properties acquired by the Transferor Company in relation to the Residual Undertaking of the Transferor Company, on and after the Appointed Date shall belong to and continue to remain vested in the Transferor Company.



For MUKAND LIMITED

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COMPANY SECRETARY

PART IV-AMALGAMATION OF AMALGAMATING COMPANY WITH AMALGAMATED COMPANY

Upon the occurrence of the Slump Sale pursuant to Part III of this Scheme, the Transferee Company shall be referred to as the "Amalgamating Company" for the purposes of Part IV of the Scheme. It is clarified that, the Amalgamating Company shall be deemed to include the "Transferred Undertaking".

20. With effect from the Appointed Date and upon the coming into effect of this Scheme, pursuant to the provisions of Sections 230 to 232 of the 2013 Act and other applicable provisions of the 2013 Act, the Amalgamating Company shall stand merged with and be vested in the Amalgamated Company, as a going concern in accordance with Section 2(1B) of the Income Tax Act without any further act, instrument, deed, matter or thing but subject to existing Encumbrances affecting the same, so as to become, as and from the Appointed Date, the undertakings, businesses, properties and other belongings, of the Amalgamated Company by virtue of and in the manner provided in this Scheme.

21. **Transfer of Assets**

Without prejudice to the generality of Clause 20 of the Scheme upon the coming into effect of the Scheme and with effect from the Appointed Date:

21.1. all immovable properties of the Amalgamating Company, including land together with the buildings and structures standing thereon and rights and interests in immovable properties of the Amalgamating Company, whether freehold or leasehold or licensed or otherwise, any tenancies in relation to warehouses, all rights, covenants, continuing rights, title and interest in connection with the said immovable properties and all documents of title, rights and easements in relation thereto shall stand transferred to and be vested in and transferred to and/or be deemed to have been and stand transferred to and vested in the Amalgamated Company, without any further act or deed done or being required to be done by the Amalgamating Company or the Amalgamated Company. The Amalgamated Company shall be entitled to exercise all rights and privileges attached to the aforesaid immovable properties and shall be liable to pay the ground rent and taxes and fulfill all obligations in relation to or applicable to such immovable properties. The mutation of the ownership or title, or interest in the immovable properties shall, upon this Scheme becoming effective, be made and duly recorded in the name of the Amalgamated Company by the Appropriate Authority pursuant to the sanction of this Scheme by the NCLT in accordance with the terms hereof.



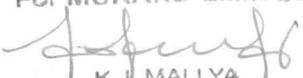
For MUKAND LIMITED

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- 21.2. all lease and/or leave and license or rent agreements entered into by the Amalgamating Company with various landlords, owners and lessors in connection with the use of the assets of the Amalgamating Company, together with security deposits and advance/prepaid lease/license fee, etc., shall stand automatically transferred and vested in favour of the Amalgamated Company on the same terms and conditions without any further act, instrument, deed, matter or thing being made, done or executed. The Amalgamated Company shall continue to pay rent or lease or license fee as provided for in such agreements, and the Amalgamated Company and the relevant landlords, owners and lessors shall continue to comply with the terms, conditions and covenants thereunder. Without limiting the generality of the foregoing, Amalgamated Company shall also be entitled to refund of security deposits, advance rent, paid under such agreements by Amalgamating Company. All the rights, title, interest and claims of Amalgamating Company in any such leasehold properties, shall, pursuant to section 232 of the 2013 Act, be transferred to and vested in or be deemed to have been transferred to and vested in Amalgamated Company.
- 21.3. all the estate, assets (including intangible assets, whether or not recorded in the books), properties of all kinds (i.e., shares, scripts, stocks, bonds, debenture stocks, units, pass through certificates), assets, properties, rights, claims, title, interest, powers and authorities including accretions and appurtenances thereto, whether or not provided and/or recorded in the books of accounts, comprised in the Amalgamating Company of whatsoever nature and wheresoever situate shall, without any further act or deed, be and stand vested in the Amalgamated Company and/or be deemed to be vested in the Amalgamated Company as a going concern so as to become, as and from the Appointed Date, the estate, assets (including intangible assets), properties, rights, claims, title, interest, powers and authorities of the Amalgamated Company.
- 21.4. All assets and properties of the Amalgamating Company as are movable in nature or incorporeal property or are otherwise capable of transfer by physical or constructive delivery or by delivery of possession, or by endorsement and/or delivery or by operation of law, the same shall stand so transferred by the Amalgamating Company upon the coming into effect of the Scheme, and shall become vested as assets and property of the Amalgamated Company with effect from the Appointed Date 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 and delivery or by vesting and recordal pursuant to this Scheme, as appropriate to the property being vested and title to the property shall be deemed to have been transferred accordingly.

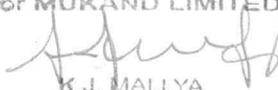


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- 21.5. all assets and properties belonging to the Amalgamating Company including sundry debtors, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposit with any Appropriate Authority including any tax authority, quasi government, local or other authority or body or with any company or other person, the same shall stand vested in the Amalgamated Company and/or deemed to have been vested in the Amalgamated Company, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party, upon the coming into effect of this Scheme and with effect from the Appointed Date.
- 21.6. All assets and properties of the Amalgamating Company as on the Appointed Date, whether or not recorded in the books of the Amalgamating Company and all assets 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, and shall under the provisions of Sections 230 to 232 of the 2013 Act without any further act, instrument or deed, be and stand vested in and be deemed to have been vested in the Transferee Company upon the coming into effect of the Scheme.
- 21.7. All the licenses, permissions, approvals, sanctions, consents, permits, entitlements, quotas, approvals, permissions, registrations, incentives, income tax benefits and exemptions, rebates, accumulated tax losses, unabsorbed depreciation, sales tax deferrals, subsidies, exemptions and benefits, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Amalgamating Company and all rights and benefits that have accrued or which may accrue to the Amalgamating Company, whether on, before or after the Appointed Date, any import license without payment of duty under any Scheme, that may become available to the respective Amalgamating Company, if any, consequent to any order of the NCLT, with regards to any of its past imports, shall, without any further act, instrument or deed, cost or charge be and stand transferred to and vested in and/or be deemed to be transferred to and vested in and be available to the Amalgamated Company so as to become licenses, permissions, approvals, sanctions, consents, permits, entitlements, quotas, approvals, permissions, registrations, incentives, income tax benefits and exemptions, rebates, accumulated tax losses, unabsorbed depreciation, sales tax deferrals, exemptions and benefits, subsidies, concessions, grants, rights, claims, liberties, special status and other benefits or privileges of the Amalgamated Company and shall remain valid, effective and enforceable on the same terms and conditions. For the avoidance of doubt and without prejudice to the generality of the foregoing, all consents, no-objection certificates, certificates,



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clearances, authorities (including operation of bank accounts), powers of attorney given by, issued to or executed in favour of 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.

- 21.8. all the intellectual property rights of any nature whatsoever, including but not limited to intangible assets including registrations, licenses, trademarks, logos, service marks, copyrights, domain names, trade names, and applications relating thereto, goodwill, know-how and trade secrets appertaining to the Transferor Company, whether or not provided in books of accounts of the Transferor Company, shall under the provisions of Sections 230 to 232 of the 2013 Act, as applicable, and all other provisions of Applicable Law, if any, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred and vested in the Amalgamated Company as a going concern, so as to become, as and from the Appointed Date, the intellectual property of the Amalgamated Company.
- 21.9. All intangible assets and various business or commercial rights, belonging to but not recorded in books of Amalgamating Company shall be transferred to and stand vested in Amalgamated Company and shall be recorded at the values arrived at by an independent valuer. The consideration agreed under the Scheme shall include payment towards these intangible assets and goodwill at their respective fair values. Such intangible assets and goodwill shall, for all purposes, be regarded as intangible assets in terms of Explanation 3(b) to section 32(1) of Income Tax Act and shall be eligible for depreciation thereunder at the prescribed rates.
- 21.10. All taxes (including but not limited to advance tax, self-assessment tax, tax deducted at source, minimum alternate tax credits, banking cash transaction tax, securities transaction tax, input tax credit, CENVAT credit, entry tax, taxes withheld/paid in a foreign country, value added tax, sales tax, service tax or goods and service tax, as applicable, excise duty, cess, and tax collected at source) payable by or refundable to or being the entitlement of Amalgamating Company including all or any refunds or claims shall be treated as the tax liability or refunds/credits/claims, as the case may be, of Amalgamated Company and any tax incentives, advantages, privileges, exemptions, rebates, credits, tax holidays, remissions, reductions and/or any other benefit, as would have been available to Amalgamating Company shall be available to Amalgamated Company.



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- 21.11. Amalgamated Company shall be entitled to claim refunds or credits, including input tax credits, with respect to taxes paid by Amalgamating Company under Applicable Laws, including but not limited to sales tax, value added tax, service tax, excise duty, cess or any other tax, whether or not arising due to any inter se transaction, even if the prescribed time limits for claiming such refunds or credits have lapsed. Any inter-se transactions amongst Amalgamating Company and Amalgamated Company between the Appointed Date and Effective Date shall be considered as transactions from Amalgamated Company to self, and Amalgamated Company shall be entitled to claim refund of tax paid, if any on these inter-se transactions, as per the Applicable Laws. For the avoidance of doubt, input tax credits already availed of or utilised by Amalgamating Company and Amalgamated Company in respect of inter se transactions between the Appointed Date and the Effective date shall not be adversely impacted by the cancellation of inter se transactions pursuant to Part IV of the Scheme.
- 21.12. All statutory rights and obligations of Amalgamating Company would vest in/accrue to Amalgamated Company. Hence, obligation of Amalgamating Company, prior to the Effective Date, to issue or receive any statutory declaration or any other forms by whatever name called, under the State VAT Acts or the Central Sales Tax Act or any other act for the time being in force, would be deemed to have been fulfilled if they are issued or received by Amalgamating Company and if any form relating to the period prior to the said Effective Date is received in the name of the Amalgamating Company, it would be deemed to have been received by Amalgamated Company in fulfillment of its obligations.
- 21.13. All 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, shall under the provisions of Sections 232 to 233 of the 2013 Act, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred and vested in the Amalgamated Company as a going concern, and the said corporate approvals and compliances shall be deemed to have originally been taken / complied with by the Amalgamated Company.
- 21.14. All the resolutions, if any, of the Amalgamating Company, which are valid and subsisting on the Effective Date, shall under the provisions of Sections 230 to 232 of the 2013 Act, if any, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand continue to be valid and subsisting and be considered as resolutions of the Amalgamated Company and if any such resolutions have any monetary limits approved under the



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provisions of the 1956 Act or the 2013 Act as applicable, then the said limits shall be added to the limits, if any, under like resolutions passed by the Amalgamated Company and shall constitute the aggregate of the said limits in the Transferee Company.

21.15. Upon the Scheme becoming effective, the Amalgamated Company shall be entitled to without limitation, operate the bank accounts, including transacting in cash, cheque, NEFT, RTGS or any other electronic mode, intra company, inter company, other settlements, availing and utilizing any limits, issuing or receiving any guarantee of any of the Amalgamating Company or carry out any other transaction as it deems fit.

22. **Contracts, Deeds, etc.**

22.1. Upon the coming into effect of the Scheme, and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature, to which the Amalgamating Company is a party or to the benefit of which the Amalgamating Company may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favour, as the case may be, of the Transferee 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 or thereunder.

Any inter-se contracts between the Amalgamated Company and the Amalgamating Company shall stand cancelled and cease to operate upon this Part IV of the Scheme becoming effective.

All guarantees provided by any bank in relation to the Amalgamating Company outstanding as on the Effective Date, shall vest in the Amalgamated Company and shall enure to the benefit of the Amalgamated Company and all guarantees issued by the bankers of the Amalgamating Company at their request favoring any third party shall be deemed to have been issued at the request of the Amalgamated Company and continue in favour of such third party till its maturity or earlier termination.

22.2. 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 the coming into effect of the Scheme, in accordance with the its provisions, if so required under 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 Amalgamating Company is a party, or



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any writings as may be necessary, in order to give formal effect to the provisions of this Scheme. 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 formalities or compliances referred to above on the part of the Amalgamating Company to be carried out or performed.

23. **Transfer of Liabilities**

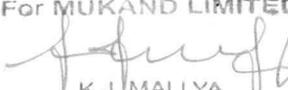
Without prejudice to Clause 20 of the Scheme upon the coming into effect of the Scheme and with effect from the Appointed Date:

23.1. all liabilities of the Amalgamating Company including all secured and unsecured debts (whether in Indian rupees or foreign currency), liabilities (including contingent liabilities), duties and obligations of the Amalgamating Company of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised for its business activities and operations along with any Encumbrance, including any bank guarantees thereon (the “**Liabilities**”) shall, pursuant to the sanction of this Scheme by the NCLT, without any further act, instrument, deed, matter or thing, be transferred to and vested in and be deemed to have been transferred to and vested in the Amalgamated Company, and the same shall be assumed by the Amalgamated Company to the extent they are outstanding on the Effective Date so as to become as and from the Appointed Date, the Liabilities of the Amalgamated Company on the same terms and conditions as were applicable to the Amalgamating Company, and the Amalgamated Company shall meet, discharge and satisfy the same. Further, it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Liabilities have arisen in order to give effect to the provisions of this Clause.

23.2. All Liabilities of the Amalgamating Company shall, as on the Appointed Date, whether or not provided in the books of the Amalgamating Company, incurred or which arise or accrue to the Amalgamating Company on or after the Appointed Date until the Effective Date shall be deemed to be and shall become the Liabilities of the Amalgamated Company by virtue of this Scheme.

23.3. All Liabilities of the Amalgamating Company including those which are incurred or which arise or accrue to Amalgamating Company on or after the Appointed Date but prior to the Effective Date, shall under the provisions of Sections 230 to 232 and other applicable provisions of the 2013 Act, as applicable, and all other provisions of applicable law, if any, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and



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stand transferred to and vested in and/or be deemed to have been transferred to and vested in the Amalgamated Company as a part of the transfer of the Amalgamating Company as a going concern and the same shall be assumed by the Amalgamated Company to the extent they are outstanding on the Effective Date on the same terms and conditions as were applicable to the Amalgamating Company, and the Amalgamated Company alone shall meet, discharge and satisfy the same.

- 23.4. Where any such Liabilities as on the Appointed Date have been discharged by the Amalgamating Company on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to be for and on account of the Amalgamated Company upon the coming into effect of this Scheme.
- 23.5. All loans raised and utilised, Liabilities, duties and taxes and obligations incurred or undertaken by or on behalf of the Amalgamating Company on or after the Appointed Date but prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Amalgamated Company and shall, under the provisions of Sections 230 to 232 and other applicable provisions of the 2013 Act, as applicable, and all other provisions of applicable law, if any, without any further act, instrument, deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred to and vested in and/or be deemed to have been transferred to and vested in the Amalgamated Company as a part of the transfer of the Amalgamating Company as a going concern and the same shall be assumed by the Amalgamated Company and to the extent they are outstanding on the Effective Date, the Amalgamated Company shall meet, discharge and satisfy the same.
- 23.6. All inter-se liabilities, between Amalgamating Company and Amalgamated Company, if any, due or outstanding or which may at any time immediately prior to the Effective Date become due or remain outstanding, shall stand cancelled and be deemed to have been discharged by such cancellation and consequently, there shall remain no inter-se liability between them as of Effective Date and corresponding effect shall be given in the books of account and records of Amalgamated Company.
- 23.7. All Encumbrances, if any, existing prior to the Effective Date over the assets of the Amalgamating Company which secure or relate to the Liabilities shall, without any further act, instrument, deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, continue to relate and attach to such assets or any part thereof to which they were related or attached prior to the Effective Date and are transferred to the Amalgamated Company. It is being clarified that the aforesaid



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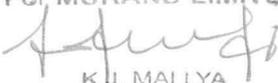
Encumbrances shall not be extended to any assets of the Amalgamating Company which were earlier not Encumbered or the existing assets of the Amalgamated Company. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.

- 23.8. Any reference in any security documents or arrangements (to which the Amalgamating Company is a party) to the Transferor Company or Amalgamating Company and its assets and properties, shall be construed as a reference to the Amalgamated Company and the assets and properties of the Amalgamating Company transferred to the Amalgamated Company pursuant to this Scheme.
- 23.9. Without prejudice to the foregoing provisions, the Amalgamated Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies to give formal effect to the above provisions, if required.
- 23.10. The provisions of this clause shall operate notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings shall stand modified and/or superseded by the foregoing provisions.

24. Employees

- 24.1. Upon the coming into effect of this Scheme, all permanent employees, contract labourers and interns/trainees, who are on the payrolls of the Amalgamating Company, shall become employees of the Amalgamated Company with effect from the Effective Date, 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 this amalgamation and transfer. With regard to provident fund, gratuity, leave encashment and any other special scheme or benefits created or existing for the benefit of such employees of the Amalgamating Company, upon this Scheme becoming effective, the Amalgamated Company shall stand substituted for the Amalgamating Company for all purposes whatsoever, including with regard to the obligation to make contributions to relevant authorities, in accordance with the provisions of Applicable Laws or otherwise. It is hereby clarified that upon this Scheme becoming effective, the aforesaid benefits or schemes shall continue to be provided to the transferred employees and the services of all the transferred employees of the Amalgamating Company for such purpose shall be treated as having been continuous.



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- 24.2. The existing provident fund, employee state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme and any other special scheme (including without limitation any employees stock option plan) or benefits created by the Amalgamating Company or its predecessors for its employees shall be continued on the same terms and conditions or be transferred to the existing provident fund, employee state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme, etc., being maintained by the Amalgamated Company or as may be created by the Amalgamated Company for such purpose. Pending such transfer, the contributions required to be made in respect of such transferred employees of Amalgamating Company shall continue to be made by Amalgamated Company to the existing funds maintained by Amalgamating Company. It is the intent that all the rights, duties, powers and obligations of Amalgamating Company in relation to such fund or funds shall become those of Amalgamated Company without need of any fresh approval from any statutory authority.
- 24.3. The Amalgamated Company undertakes that for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits to the employees of the Amalgamating Company, the past services of such employees with the Amalgamating Company or its predecessors shall also be taken into account and it shall pay the same accordingly, as and when such amounts are due and payable.
- 24.4. Amalgamating Company will transfer/handover to Amalgamated Company, copies of employment information of all such transferred employees of Amalgamating Company, including but not limited to, personnel files (including hiring documents, existing employment contracts, and documents reflecting changes in an employee's position, compensation, or benefits), payroll records, medical documents (including documents relating to past or ongoing leaves of absence, on the job injuries or illness, or fitness for work examinations), disciplinary records, supervisory files and all forms, notifications, orders and contribution/identity cards issued by the concerned authorities relating to benefits transferred pursuant to this sub-clause.
- 24.5. The contributions made by Amalgamating Company in respect of its employees under Applicable Law, to the provident fund, gratuity fund, leave encashment fund and any other special scheme or benefits created, for the period after the Appointed Date shall be deemed to be contributions made by Amalgamated Company.
- 24.6. The Amalgamated Company shall continue to abide by any agreement(s)/ settlement(s) entered into by the Amalgamating Company with any of its employees prior to Appointed Date and from Appointed Date till the Effective Date.



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25. **Transfer of Legal Proceedings**

- 25.1. All proceedings of whatsoever nature (legal and others, including any suits, appeals, arbitrations, execution proceedings, revisions, writ petitions, if any) by or against the Amalgamating Company shall not abate, be discontinued or be in any way prejudicially affected by reason of the amalgamation or anything contained in this Scheme but the said proceedings, shall, till the Effective Date be continued, prosecuted and enforced by or against the Amalgamating Company, as if this Scheme had not been made.
- 25.2. Upon the coming into effect of this Scheme, all suits, actions, and other proceedings including legal and taxation proceedings, (including before any statutory or quasi-judicial authority or tribunal) by or against the Amalgamating Company, whether pending and/or arising on or before the Effective Date shall be continued and / or enforced by or against the Amalgamated Company as effectually and in the same manner and to the same extent as if the same had been instituted and/or pending and/or arising by or against the Amalgamated Company.
- 25.3. The Amalgamated Company undertakes to have accepted on behalf of itself, all suits, claims, actions and legal proceedings initiated by or against the Amalgamating Company transferred to its name and to have the same continued, prosecuted and enforced by or against the Amalgamated Company.

26. **Books and Records**

All books, records, files, papers, information, databases, and all other books and records, whether in physical or electronic form, pertaining to Amalgamating Company, to the extent possible and permitted under Applicable Law, be handed over to Amalgamated Company.

27. The Amalgamating Company and/or Amalgamated Company, as the case may be, shall, at any time after the Scheme becoming effective in accordance with the provisions hereof, if so required under any law or otherwise, do all such acts or things as may be necessary for transfer/vesting of the approvals, sanctions, consents, exemptions, rebates, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses and certificates held or enjoyed by Amalgamating Company including by their respective business and operations, into Amalgamated Company. It is hereby clarified that if the consent/approval of any Appropriate Authority or third party is required to give effect to any such transfers/vesting, the said Appropriate Authority or third party shall, pursuant to the sanction of the Scheme by NCLT, be obliged to give requisite consent/approval and if required, make/endorse/ duly record the transfer/ substitution/ vesting thereof in its records in the name of Amalgamated Company. For this purpose, Amalgamated Company shall, if required, file appropriate applications/documents with relevant



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Appropriate Authority for information and record purposes and for this purpose the Amalgamated Company shall be deemed to be authorized to execute any such applications/documents for and on behalf of Amalgamating Company and to carry out or perform all such acts, formalities or compliances referred to above as may be required in this regard.

28. Without prejudice to the other provisions of this Scheme, Amalgamated Company may, at any time after the Scheme becoming effective, 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), documents, confirmations or other writings or enter into any arrangements with any party to any contract or arrangement to which Amalgamating Company is a party in respect of any matter or any writings as may be necessary in order to give formal effect to the provisions of Part IV of this Scheme. 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 be obligated to, and shall make and duly record the necessary substitution/endorsement in the name of Amalgamated Company pursuant to the sanction of scheme by the NCLT, and upon the Scheme becoming effective in accordance with the terms hereof. For this purpose, Amalgamated Company shall, as required, file appropriate applications/documents with relevant authorities concerned for information and record purposes. Amalgamated Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of Amalgamating Company and to carry out or perform all such formalities or compliances referred to above on the part of Amalgamating Company to be carried out or performed.

29. **Conduct of business**

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

- 29.1. the Amalgamating Company shall carry on and be deemed to have carried on all business and activities and shall hold and stand possessed of and shall be deemed to hold and stand possessed of all its estates, assets, rights, title, interest, authorities, contracts, investments and strategic decisions for and on account of, and in trust for, the Amalgamated Company;
- 29.2. All obligations, liabilities, duties and commitments attached, shall be undertaken and shall be deemed to have been undertaken by Amalgamating Company for and on account of and in trust for Amalgamated Company.
- 29.3. All profits and income accruing or arising to or losses and expenses arising, incurred or accruing to the Amalgamating Company, for the period commencing the Appointed Date, shall for all purposes be treated as and be deemed to be the profits,



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income, losses or expenses, as the case may be, of the Amalgamated Company.

29.4. Any of the rights, powers, authorities or privileges exercised by Amalgamating Company, shall be deemed to have been exercised by Amalgamating Company for and on behalf of, and in trust for and as an agent of Amalgamated Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by Amalgamating Company, shall be deemed to have been undertaken for and on behalf of and as an agent of Amalgamated Company;

29.5. All taxes, where applicable, (including but not limited to advance income tax, tax deducted at source, minimum alternate tax, wealth tax, fringe benefit tax, banking cash transaction tax, tax collected at source, taxes withheld/paid in a foreign country, sales tax, value added tax, excise duty, customs duty, service tax or goods and service tax, as applicable, cess, tax refunds) payable by or refundable to Amalgamating Company including all or any tax refunds or tax liabilities or tax claims arising from pending tax proceedings, under Applicable Law, on or before the Effective Date, shall be treated as or deemed to be treated as the tax liability or tax refunds/ tax claims (whether or not recorded in the books of Amalgamating Company) as the case may be, of Amalgamated Company, and any unabsorbed tax losses and depreciation as would have been available to Amalgamating Company on or before the Effective Date, shall be available to Amalgamated Company upon the Scheme becoming effective.

30. Saving of Concluded Transactions

Subject to the terms of the Scheme, the transfer and vesting of the Amalgamating Company as per the provisions of the Scheme shall not affect any transactions or proceedings already concluded by the Amalgamating Company on or before the Appointed Date or after the Appointed Date until the Effective Date, to the end and intent that the Amalgamated Company accepts and adopts all acts, deeds and things made, done and executed by the Amalgamating Company or its predecessors as acts, deeds and things made, done and executed by or on behalf of the Amalgamated Company.

31. Consideration

31.1. Upon coming into effect of this Scheme as consideration for the Amalgamation of Amalgamating Company into the Amalgamated Company under this Scheme, the Amalgamated Company shall without any further act or deed issue and allot equity shares to the shareholders of the Amalgamating Company (i.e. The Transferor Company), as per the Share Entitlement Ratio of 3:1 i.e. for every 1 (*One*) fully paid equity share of face value of Rs. 10 each held by



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such shareholder in Amalgamating Company, the holders thereof shall receive 3 (*Three*) fully paid up equity share of Amalgamated Company of face value of Rs. 10 each, ranking *pari passu* in all respects with the existing equity shares of Amalgamated Company.

- 31.2. The Share Entitlement Ratio mentioned above has been arrived at based on the valuation report prepared by M/s Sharp & Tannan, an independent Chartered Accountant, and confirmed by a fairness opinion prepared by JM Financial Institutional Securities Ltd., a merchant banker and approved by the audit committee of the Transferor Company and the Board of Directors of the Transferor Company, the Amalgamating Company and Amalgamated Company.
- 31.3. The equity shares issued and allotted pursuant to this Clause, shall in all respects, be subject to the Memorandum and Articles of Association of the Amalgamated Company and shall rank *pari passu* with the existing equity shares of the Amalgamated Company.
- 31.4. The issue and allotment of the equity shares pursuant to this Clause in the Amalgamated Company to the shareholders of the Amalgamating Company as provided in the Scheme, shall be deemed to have been carried out as if the procedure laid down under Section 62 (1) (c) of the 2013 Act and any other applicable provisions of the Act or any amendments thereto were duly complied with.
- 31.5. The equity shares issued to the shareholders of the Amalgamating Company by the Amalgamated Company pursuant to this Clause shall be issued in dematerialised form by the Amalgamated Company, unless otherwise notified in writing by the shareholders of the Amalgamating Company to the Amalgamated Company.
- 31.6. The equity shares to be issued pursuant to this Scheme by Amalgamated Company in respect of the equity shares of Amalgamating Company which are required to be held in abeyance under the provisions of section 126 of the 2013 Act and/or applicable provisions of 1956 Act or otherwise shall, pending allotment or settlement of dispute by order of NCLT or otherwise, be held in abeyance by Amalgamated Company.

32. Accounting Treatment in the books of the Amalgamated Company

- 32.1. Amalgamated Company shall account for the Amalgamation of Amalgamating Company in its books of account with effect from the Appointed Date.
- 32.2. The Amalgamation of Amalgamating Company shall be accounted for in accordance with "Purchase Method" of accounting as per the



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Accounting Standard 14 "Accounting for Amalgamation" as prescribed in Companies (Accounting Standards) Rules, 2006 issued by the Ministry of Corporate Affairs, as may be amended from time to time read with Rule 3(2) of Companies (Indian Accounting Standard) Rules, 2015.

- 32.3. All the assets including intangible assets, if any, whether or not recorded in the books of Amalgamating Company and liabilities of Amalgamating Company shall be recorded in the books of account of Amalgamated Company at their respective fair values and in the same form except to ensure uniformity of accounting policies.
- 32.4. Amalgamated Company shall record issuance of equity shares at fair value and accordingly credit to its Share Capital Account the aggregate face value of the equity shares issued on Amalgamation. The excess, if any, of the fair value of the equity shares over the face value of the shares issued shall be credited to Securities Premium Account.
- 32.5. To the extent that there are inter-company loans, advances, deposits, balances or other obligations between the Amalgamating Company and the Amalgamated Company, the same will come to an end and corresponding effect shall be given in the books of account and records of the Amalgamated Company as well as Amalgamating Company for the reduction of any assets or liabilities as the case may be and there would be no accrual of interest or any other charges in respect of such inter-company loans, deposits or balances, with effect from the Appointed Date.
- 32.6. The obligation (including, without limitation, an amount of Rs. 227 Crores (Rupees Two Hundred and Twenty Seven Crores) being the amount outstanding to be discharged by the Transferee Company to the Transferor Company as consideration in accordance with Clause 13.2 of Part III of the Scheme upon transfer of Transferred Undertaking shall be transferred to Amalgamated Company. The sum of Rs. 227 Crores payable by the Amalgamated Company to the Transferor Company shall be discharged within 6 months from the Effective Date of the Scheme or such other date and on such terms as determined by the Boards of Directors.
- 32.7. Excess, if any, of the consideration, viz., fair value of equity shares issued over the fair values of net assets of Amalgamating Company (including identifiable intangible assets, if any, whether or not recorded in their books of accounts) taken over and recorded and after making adjustment for sub-clause 32.5 above will be recognized as goodwill in accordance with Accounting Standard-14. In the event the result is negative, it shall be credited as capital reserve in the books of account of Amalgamated Company.



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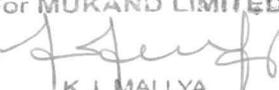
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- 32.8. Amalgamated Company shall record in its books of account, all transactions of Amalgamating Company in respect of assets, liabilities, income and expenses, from Appointed Date to the Effective Date.
- 32.9. Entire costs and expenses incurred for the Scheme and to put it into operation and any other expenses or charges attributable to the implementation shall be charged to Statement of Profit and Loss of Amalgamated Company.
- 32.10. The intangible assets transferred (if any) on Amalgamation, as aforesaid, shall be amortized in the books of the Transferee Company over its useful life. Goodwill (if any) arising on Amalgamation, as aforesaid, shall be amortized to income systematically over a period of 20 years or such lesser number of years if and as may be decided by the Board of Directors periodically.
- 32.11. In case of any differences in accounting policy between the Amalgamating Company and the Amalgamated Company, the accounting policies followed by the Amalgamated Company will prevail and the difference till the Appointed Date will be quantified and adjusted in the statement of Profit and Loss mentioned earlier to ensure that the financial statements of the Amalgamated Company reflect the financial position on the basis of consistent accounting policy.
- 32.12. Upon the Scheme becoming effective, (i) the amount of Residual Goodwill and (ii) accumulated debit balance in the statement of Profit and Loss of the Amalgamated Company as on Appointed Date, shall be adjusted against the balance in its Securities Premium Account arising pursuant to the Amalgamation in accordance with clause 32.4 above.
- 32.13. The Board of Directors may adopt any other accounting treatment for the Amalgamation which is in accordance with Accounting Standards notified under the 1956 Act read with Rule 3(2) of Companies (Indian Accounting Standard) Rules, 2015.
33. The reduction in the Securities Premium Account of the Amalgamated Company, shall be effected as an integral part of the Scheme in accordance with provisions of sections 230 to 232 read with section 52 and Section 230 of the 2013 Act. The reduction of securities premium account as aforesaid would not involve either a diminution of liability in respect of unpaid share capital or payment of paid-up share capital.

34. **WINDING UP**

On the Scheme becoming effective, the Amalgamating Company shall without any further act, instrument or deed stand dissolved without being



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wound-up.

35. Compliance with Section 2(1B) of the Income Tax Act 1961 and provisions of Section 232 of the Act 2013

The provisions of this Scheme as they relate to the amalgamation of the Amalgamating Company into and with the Amalgamated Company have been drawn up to comply with the conditions relating to "amalgamation" as defined under Section 2(1B) of the Income-tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income-tax Act, 1961, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, 1961, shall prevail and the provisions of this Chapter IV of the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income-tax Act, 1961. Such modification will, however, not affect the other parts of the Scheme.

36. Combination of Authorised Share Capital

- 36.1. As an integral part of the Scheme, and, upon the coming into effect of the Scheme, the authorised share capital of the Amalgamating Company shall stand transferred to and be added with the authorised share capital of the Amalgamated Company without any liability for payment of any additional registration fees and stamp duty pursuant to the provisions of Sections 13, 14, 61 and Section 232(3) of the 2013 Act and no resolutions or consent and approvals would be required to be passed by the Amalgamated Company.
- 36.2. In order to suffice for the purpose of issuance of necessary equity shares to the Transferor Company, as specified in clause 31 above, it is proposed that the authorised equity share capital of the Amalgamated Company be further increased by Rs. 17,49,00,000 (Rs. Seventeen crores forty nine lacs only), i.e., to an aggregate of Rs. 25,00,00,000 (Rs. Twenty five crores only), divided into 2,50,00,000 (Two Crores fifty lacs) equity shares of Rs. 10 each upon payment of the applicable registration fees and stamp duty.
- 36.3. Consequently upon the merger of the authorised share capital pursuant to clause 36.1 and increase in authorised share capital pursuant to clause 36.2, Clause V(a) of the Memorandum of Association of the Amalgamated Company upon the coming into effect of this Scheme and without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 13, 62 and Section 232 and other applicable provisions of the 2013 Act, as the case may be and be replaced by the following clause:



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“The Authorised share capital of the Company is Rs.25,00,00,000 (Rs. Twenty Five Crores only), divided into 2,50,00,000 (Two Crores fifty lacs) Equity shares of Rs 10 (Rupees Ten only) each.

- 36.4. It is clarified that the approval of the members of Amalgamated Company to the Scheme shall be deemed to be their consent/approval for the increase of the authorized capital, amendment of the capital clause of the Memorandum of Association under the provisions of Section 13 and 62 of the 2013 Act and other applicable provisions of the 2013 Act.

PART V – GENERAL TERMS AND CONDITIONS

37. Conditions to effectiveness of the Scheme

The Scheme is conditional upon and subject to:

- 37.1. this Scheme being approved by the respective requisite majorities of the various classes of shareholders and/or creditors, as applicable, of Mukand, MVSL and MASPL as required under the 2013 Act, as applicable, and the requisite order of the NCLT being obtained, or dispensation having been received from the NCLT in relation to obtaining such consent from the shareholders and/or creditors, as applicable;
- 37.2. such other approvals and sanctions including sanction of any Appropriate Authority, as may be required by law or contract in respect of the Scheme;
- 37.3. the NCLT having accorded sanction to the Scheme and if any modifications have been prescribed the same being acceptable to Mukand, MVSL and MASPL; and
- 37.4. such certified/authenticated copy of the Order of the NCLT being filed with the Registrar of Companies, Mumbai.

38. Applications/Petitions to the NCLT

Mukand, MVSL and MASPL shall make and file all applications and petitions under Sections 230 to 232 of the 2013 Act read with Section 52 of the 2013 Act before the NCLT, for sanction of this Scheme under the provisions of law, and shall apply for such approvals as may be required under law.

39. Dividend

- 39.1. During the pendency of the Scheme, Transferor Company, Amalgamating Company and Amalgamated Company shall be



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entitled to declare and pay dividends, whether interim and/or final, to their members in respect of the accounting period prior to the Effective Date.

- 39.2. The shareholders of Transferor Company, Amalgamating Company and Amalgamated Company shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective Articles of Association including the right to receive dividends.
- 39.3. On and from the Effective Date, the profits of Transferor Company (in relation to Transferred Undertaking) and Amalgamating Company for the period beginning from the Appointed Date shall belong to and be deemed to be the profits of Amalgamated Company and will be available to Amalgamated Company, for being disposed of in any manner as it thinks fit.
- 39.4. It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any member of Transferor Company, Amalgamating Company and Amalgamated Company to demand or claim any dividends which, subject to the provisions of the 2013 Act, as applicable, shall be entirely at the discretion of the Boards of Directors, subject to such approval of the members, as may be required.

40. **Operational sequence of the Scheme**

Upon the sanction of the Scheme and it becoming effective, the different transactions envisaged under the Scheme shall be operative in the following sequence:

- 40.1. Slump Sale of Transferred Undertaking of Transferor Company to Transferee Company, in terms of Part III of this Scheme;
- 40.2. Amalgamation of Amalgamating Company with Amalgamated Company, in terms of Part IV of this Scheme;

41. **Modifications to the Scheme**

Mukand, MVSL and MASPL (by their respective Board of Directors), may, in their full and absolute discretion, jointly and as mutually agreed in writing:

- 41.1. assent to any alteration(s) or modification(s) to this Scheme which the NCLT/or any other Appropriate Authority may deem fit to approve or impose;
- 41.2. give such directions (acting jointly) as they may consider



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necessary to settle any question or difficulty arising under the Scheme or in regard to and of the meaning or interpretation of this Scheme or implementation hereof or in any matter whatsoever connected therewith, or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to any of those (to the extent permissible under law);

- 41.3. modify or vary this Scheme prior to the Effective Date, in any manner at any time and thereafter subject to the approval of the NCLT; or
- 41.4. determine jointly whether any asset, liability, employee, legal or other proceedings pertains to the Transferred Undertaking of the Transferor Company or not, on the basis of any evidence that they may deem relevant for this purpose.

42. **Withdrawal of the Scheme**

The Transferor Company and /or the Transferee Company and/or the Amalgamated Company acting through their respective Board of Directors shall each be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any authority/person or otherwise is unacceptable to any of them or for any reason whatsoever.

43. **When the Scheme comes into operation and its Parts given effect to**

- 43.1. The Scheme shall come into operation and be effective from the Appointed Date but shall be subject to the conditions set out in clause 37.
- 43.2. Amalgamated Company and Transferee Company shall carry on and shall be authorized to carry on, with effect from the Effective Date, the business pertaining to Amalgamating Company and Transferred Undertaking respectively. For the purposes of giving effect to the sanction of the Scheme by NCLT, Amalgamated Company and Transferee Company shall at any time pursuant to such order be entitled to get the recordal of change in the legal right(s) upon the Amalgamation of Amalgamating Company and Slump Exchange of Transferred Undertaking respectively, in accordance with the provisions of the sections 230 to 232 and/or the other applicable provision of the 2013 Act, as case may be. Amalgamated Company and Transferee Company are and shall always be deemed to have been authorized to execute any pleadings, applications, forms as may be required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of the Scheme.
- 43.3. Amalgamated Company and Transferor Company shall be entitled to, amongst others, file/ or revise its income tax returns, TDS/TCS returns, service tax, excise duty, sales tax, value added tax, entry



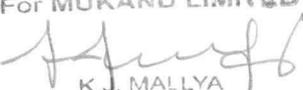
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tax, cess, professional tax or any other statutory returns, if required, credit for advance tax paid, tax deducted at source, claim for sum prescribed under section 43B of the Income Tax Act on payment basis, claim for deduction of provisions written back by Amalgamated Company previously disallowed in the hands of Amalgamating Company under the Income Tax Act, credit of tax under section 115JB read with section 115JAA of the Income Tax Act, credit of foreign taxes paid/ withheld, if any, pertaining to Amalgamating Company as may be required consequent to implementation of this Scheme and where necessary to give effect to this Scheme, even if the prescribed time limits for filing or revising such returns have lapsed without incurring any liability on account of interest, penalty or any other sum. Amalgamated Company and Transferor Company shall have the right to claim refunds, tax credits, set-offs and/or adjustments relating to the income or transactions entered into by them by virtue of this Scheme with effect from Appointed Date. The taxes or duties paid by, for, or on behalf of, Amalgamating Company and Transferor Company (pertaining to Transferred Undertaking) relating to the period on or after Appointed Date, shall be deemed to be the taxes or duties paid by Amalgamated Company and Transferee Company respectively and Amalgamated Company and Transferee Company shall be entitled to claim credit or refund for such taxes or duties.

- 43.4. Any advance tax, self-assessment tax, minimum alternate tax and/or TDS credit available or vested with Amalgamating Company and Transferor Company (in relation to Transferred Undertaking), including any taxes paid and taxes deducted at source and deposited by Amalgamating Company and Transferor Company (in relation to Transferred Undertaking) on inter se transactions during the period between Appointed Date and the Effective Date, shall be treated as tax paid by Amalgamated Company and Transferee Company respectively and shall be available to Amalgamated Company and Transferee Company for set-off against its liability under the Income Tax Act and any excess tax so paid shall be eligible for refund together with interest. Further, TDS deposited, TDS certificates issued or TDS returns filed by Amalgamating Company and Transferor Company on transactions other than inter se transactions during the period between Appointed Date and the Effective Date, as applicable, shall continue to hold good as if such TDS amounts were deposited, TDS certificates were issued and TDS returns were filed by Amalgamated Company and Transferee Company respectively. Any TDS deducted by, or on behalf of, Amalgamating Company and Transferor Company (in relation to Transferred Undertaking) on inter se transactions will be treated as tax deposited by Amalgamated Company and Transferee Company respectively.



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43.5. Transfer and vesting of Transferred Undertaking in terms of Part III of the Scheme and Amalgamating Company in terms of Part IV of the Scheme is not a sale in the course of business.

44. Severability

If any provision or part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of Mukand, MVSL and MASPL, affect the validity or implementation of the other provisions and parts of this Scheme.

In the event of any inconsistency between any of the terms and conditions of any earlier arrangement amongst Mukand, MVSL and MASPL and their respective shareholders and/or creditors, and the terms and conditions of this Scheme, the latter shall have overriding effect and shall prevail.

45. Costs

45.1. In the event of the Scheme not being sanctioned by the NCLT, the Scheme shall become null and void and each party shall bear and pay its respective costs, charges and expenses for and/or in connection with the Scheme.

45.2. Subject to Clause 45.1 above, all costs, charges and expenses (including, but not limited to, any taxes and duties, stamp duty, registration charges, etc.) payable in relation to or in connection with the Scheme and of carrying out and completing the terms and provisions of the Scheme and/or incidental to the completion of the Scheme shall be borne and paid solely by MASPL.



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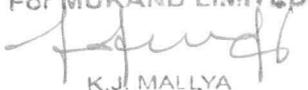
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Schedule 1
Statement of Assets and Liabilities relating to the Transferred Undertaking

Particulars
Assets
- Fixed Assets including CWIP
- Current Assets
- Non-Current Assets
Liabilities
- Non-Current Liabilities
- Secured & Unsecured Loans
- Current Liabilities

The above assets and liabilities are transferred for a lump sum consideration of INR 227 Crs.



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Schedule 2

Description of Immovable Properties

Sr No.	Survey Nos.	Location	Acres	Guntas	Acre & Decimal
1	67/1	Land at Kanakapura Village, Taluka & District Koppal, Karnataka State	7	15	7.375
2	67/2		7	36	7.900
3	68/2		4	34	4.850
4	49/3		6	39	6.975
5	48/1		6	37	6.925
6	48/2		5	13	5.325
7	48/3		5	12	5.300
8	46/1		0	38	0.950
9	46/2		0	38	0.950
10	46/3		0	37	0.925
11	46/4		1	13	1.325
12	49/2		4	0	4.000
			45	312	52.800
	Total	52 acres and 32 gunthas			



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