ANNX-2

SCHEME OF AMALGAMATION

UNDER SECTIONS 230 TO 232 OF THE COMPANY ACT, 2013

OF

JAGDAMBA POWER AND ALLOYS LIMITED
(THE "TRANSFEROR COMPANY")

AND

GODAWARI POWER AND ISPAT LIMITED
(THE "TRANSFEREE COMPANY")

AND

THEIR RESPECTIVE SHAREHOLDERS

GODAWARI POWER & ISPAT LTD. RAIPUR (C.G.)

GENERAL

A. Description of Company and Background

I. Jagdamba Power and Alloys Limited, (CIN: U27104CT1999PLC013744) is a unlisted public limited Company incorporated under the Company Act, 1956 having its registered office at Hira Arcade, Hira Group of Companies, New Bus Stand, Pandri, Raipur, Chhatttisgarh (hereinafter referred to as the "**Transferor Company** "). The Transferor Company is engaged in the business of generation of power and has set up a 25MW Captive Power Plant at Industrial Area, Siltara, Raipur, Chhattisgarh..

II. Godawari Power and Ispat Limited,(CIN: L27106CT1999PLC013756) is a listed public limited Company incorporated under the Company Act, 1956 having its registered office at 428/2, Phase 1, Industrial Area, Siltara, Raipur, Chhattisgarh (hereinafter referred to as the "**Transferee Company**"). The Transferee Company is engaged in the business of Iron & Steel with captive power generation and having an Integrated Steel Plant.

III. The Transferor Company is an Associate Company of the Transferee Company. The Transferee Company's equity shares are listed on BSE Limited and National Stock Exchange of India Limited.

IV. This Scheme of Amalgamation provides for the amalgamation of the Transferor Company with the Transferee Company pursuant to Sections 230 to 232 and other relevant provisions of the Company Act, 2013.This Scheme also provides for various other matters consequential or otherwise integrally connected therewith.

B. Rationale for the Scheme

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

a. With the proposed amalgamation of Transferor Company into Transferee Company and completion of integration of the Power Plant of the Transferor Company with Steel Plant of Transferee Company, the captive power generation capacity of the Transferee Company will stand enhanced to 98 MW and thereby availability of much needed additional 25MW of power capacity, to meet the shortfall of electricity requirement of Transferee Company, assuring uninterrupted power supply to its steel making units at competitive cost, leading to increase in capacity utilization of its steel melting plant and cost savings through operating leverage. It is pertinent to mention that no fresh capacity addition is allowed in the plant location of Transferee Company on account of environmental and pollution reasons and therefore the Power Plant of Transferor Company is critical for operations of Transferee Company.
b. The consolidation of operations of the Transferor Company and the Transferee Company by way of amalgamation will lead to a more efficient utilization of capital, administrative and operational rationalization and promote organizational efficiencies. It will prevent cost duplication that can erode financial efficiencies of the holding structure and the resultant operations will be more cost-efficient with the achievement of greater economies of scale, reduction in overheads and improvement in various other operating parameters.

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c. The amalgamation will result in the formation of a stronger company with a larger capital and asset base and enable the combined business to be pursued more conveniently and advantageously. The amalgamation will have beneficial results for the amalgamating companies, their stakeholders and all concerned.
d. Greater integration and greater financial strength and flexibility for the amalgamated entity, which would result in maximising overall shareholder value, and will improve the competitive position of the combined entity.
e. Improved organizational capability and leadership, arising from the pooling of human capital who have the diverse skills, talent and vast experience to compete successfully in an increasingly competitive industry.
f. Cost savings are expected to flow from more focused operational efforts, rationalization, standardisation and simplification of business processes, and the elimination of duplication, and rationalization of administrative expenses.

In view of the aforesaid, the Board of Directors of the Transferor Company and the Transferee Company have considered and proposed the amalgamation of the entire undertaking and business of the Transferor Company with the Transferee Company in order to benefit the stakeholders of both the companies. Accordingly, the Board of Directors of the Transferor Company and the Transferee Company have formulated this Scheme of Amalgamation for the transfer and vesting of the entire Undertaking (herein after defined)and business of the Transferor Company with and into the Transferee Company pursuant to the provisions of Section 230 to Section 232 and other relevant provisions of the Act.

C. Parts of the Scheme:

This Scheme of Amalgamation is divided into the following parts:

(i) **Part I** deals with definitions of the terms used in this Scheme of Amalgamation and sets out the share capital of the Transferor Company and the Transferee Company;

(ii) **Part II** deals with the transfer and vesting of the Undertaking (as hereinafter defined) of the Transferor Company to and in the Transferee Company;

(iii) **Part III** deals with the Consideration i.e. issue of new equity shares by the Transferee Company to the eligible shareholders of the Transferor Companies, as applicable and cancellation shares held by Transferee Company in the Transferor Company;

(iv) **Part IV** deals with the accounting treatment for the amalgamation in the books of the Transferee Company and dividends;

(v) **Part V** deals with the dissolution of the Transferor Company and the general terms and conditions applicable to this Scheme of Amalgamation and other matters consequential and integrally connected thereto.

D. The amalgamation of the Transferor Company with the Transferee Company, pursuant to and in accordance with this Scheme, shall take place with effect from the Appointed Date and shall be in accordance with the relevant provisions of the Income Tax Act, 1961 including but not limited to Section 2(1B) and Section 47 thereof.

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PART I
DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

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

1.1. "Act"means the Companies Act, 2013, the rules and regulations made thereunder and will include any statutory re-enactment or amendment(s) thereto, from time to time;

1.2. "Appointed Date"For the purpose of this Scheme and for Income Tax Act, 1961, the "Appointed Date" means the open of business hours on 1st April 2017 ;

1.3 "Board of Directors"or **"Board"**means the board of directors of the Transferor Company or the Transferee Company, as the case may be, and shall include a duly constituted committee thereof;

1.4 "Effective Date"means the last of the dates on which the certified or authenticated copies of the order of the National Company Law Tribunal sanctioning the Scheme are filed with the Registrar of Companies by the Transferor Company and by the Transferee Company. Any references in this Scheme to the date of **"coming intoeffect of this Scheme"**or **"effectiveness of this Scheme"**or **"Scheme taking effect"**shall mean the Effective Date;

1.5. "Equity Shares" means equity shares of the Transferee Company, having face value of Rs 10/- (Ten only), per share fully paid.

1.6 "Governmental Authority" means any applicable central, state or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction over the territory of India including but not limited to Securities and Exchange of India, Stock Exchanges, Registrar of Companies, competition Commission of India and National Company Law Tribunal;

1.7 " New Equity Shares" means Equity Shares of Transferee Company, to be issued to shareholders of the Transferor Company pursuant to this scheme, upon approval of NCLT in exchange of equity shares held in Transferor Company.

1.6 "NCLT "means the National Company Law Tribunal , Mumbai Bench ,Mumbai;

1.7 "Registrar of Companies" means the Registrar of Companies, Chhattisgarh.

1.8 "Scheme"means this Scheme of Amalgamation between the Transferor Company and the Transferee Company and their respective shareholders as submitted to the NCLT together with any modification(s) approved or directed by the NCLT Mumbai Bench;

1.9 "Stock Exchanges" means BSE Limited and National Stock Exchange of India Limited where the shares of Transferee Company are listed;

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1.10 "Transferor Company" means Jagdamba Power and Alloys Limited, Transferor Company (CIN: U27104CT1999PLC013744) is a unlisted public limited company incorporated under the Companies Act, 1956 having its registered office at Hira Arcade, Pandri, Raipur, Chhattisgarh 492 001;

1.11 "Transferee Company" means Godawari Power and Ispat Limited, Transferee Company (CIN: L27106CT1999PLC013756) is a listed public limited company incorporated under the Companies Act, 1956 having its registered office at 428/2, Phase 1, Industrial Area, Siltara, Chhattisgarh;

1.12 "Undertaking"means the whole of the undertaking and entire business of the Transferor Company as a going concern, including (without limitation):

I. All the assets and properties (whether movable or immovable, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) of the Transferor Company, including but not limited to, plant and machinery, equipment, buildings and structures, offices, residential and other premises, sundry debtors, furniture, fixtures, office equipment, appliances, accessories, depots, deposits, all stocks, assets, investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units), and interests in its subsidiaries, cash balances or deposits with banks, loans, advances, disbursements, contingent rights or benefits, book debts, receivables, actionable claims, earnest moneys, advances or deposits paid by the Transferor Company, financial assets, leases (including lease rights), hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, municipal permissions, tenancies in relation to the office and/or residential properties for the employees or other persons, guest houses, godowns, warehouses, licenses, fixed and other assets, trade and service names and marks, patents, copyrights, and other intellectual property rights of any nature whatsoever, know how, good will, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights including, title, interests, other benefits (including tax benefits), easements, privileges, liberties, mortgages, hypothecations, pledges or other security interests created in favour of the Transferor Company and advantages of whatsoever nature and wheresoever situated in India or abroad, belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company or in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company, whether in India or abroad;

II. All liabilities including, without being limited to, secured andunsecured debts (whether in Indian rupees or foreign currency),sundry creditors, liabilities (including contingent liabilities),duties and obligations of the Transferor Company, of everykind, nature and description whatsoever and howsoeverarising, raised or incurred or utilised;

III. All agreements, rights, contracts, entitlements, permits, licenses,approvals, authorizations, concessions, consents, quota rights,engagements, arrangements, authorities, allotments, securityarrangements (to the extent provided herein), benefits of anyguarantees, reversions,

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powers and all other approvals of everykind, nature and description whatsoever relating to the businessactivities and operations of the Transferor Company;

IV. All records, files, papers, computer programs, manuals, data,catalogues, sales material, lists of customers and suppliers, othercustomer information and all other records and documentsrelating to the business activities and operations of theTransferor Company;

V. All permanent employees engaged by the Transferor Companyas on the Effective Date.

VI. all rights, entitlements, export/import incentives and benefits including advance licenses, bids, tenders (at anystage as it may be), letters of intent, expressions of interest,development rights (whatever vested or potential and whetherunder agreements or otherwise), subsidies, tenancies in relationto office, benefit of any deposits privileges, all other rights,receivables, powers and facilities of every kind, nature anddescription whatsoever, rights to use and avail of telephones,telexes, facsimile connections and installations, utilities,electricity and other services, provisions and benefits of allagreements, contracts and arrangements, includingtechnological licensing agreements, and all other interests inconnection with or relating thereto;

VII. all intellectual property rights created, developed orinvented by employees concentrated on the research,development or marketing of products (including processdevelopment or enhancement) in connection with the TransferorCompany;

VIII. all benefits and privileges under letters of permission and letters,of approvals, all tax credits,including CENVAT and other Input credits, refunds; reimbursements, claims,exemptions, benefits under service tax laws, value added tax,purchase tax, sales tax or any other duty or tax or cess or impostsunder central or state law including sales tax deferrals, advancetaxes, tax deducted at source, right to carry forward and set-offunabsorbed losses, if any and depreciation, deductions andbenefits under the Income-tax Act, 1961;

1.2. All capitalized terms not defined but used in this Scheme shall, unlessrepugnant or contrary to the context or meaning thereof, have the samemeaning ascribed to them under the Act, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996 and other applicablelaws, rules, regulations and byelaws, as the case may be, or anystatutory amendment(s) or re-enactment thereof, for the time being inforce.

2. SHARE CAPITAL

2.1. Transferor Company:

The Authorised, Issued, Subscribed and Paid-up share capital of theTransferor Company as on March 31, 2017and subsequent changes are as under:

Particulars	Rs. In Lacs
AUTHORISED SHARE CAPITAL:	
1,00,00,000 Equity Shares of Rs.10/- each	1,000.00
TOTAL	**1,000.00**
ISSUED, SUBSCRIBED AND PAID UP CAPITAL:	
99,95,700 Equity Shares of Rs.10/- each	999.57

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TOTAL AS ON 31.03.2017	**999.57**
Less 23,26,000 Equity Shares of Rs.10/- each bought back on 31.01.2018.	232.60
TOTAL AFTER BUY BACK	**766.97**

Subsequent to the above balance sheet date there is no change in the Capital Structure of Transferor Company except buy back of 23,26,000 equity shares of Rs.10 each fully paid as shown in the above table. The Transferor Company shall not make any alteration in its' paid up share capital from the date of approval of this scheme by the Board of Directors of the both the Companies, either by issuance of fresh equity shares or bonus issue or any other from, till Effective Date.

2.2. Transferee Company:

The Authorised, Issued, subscribed and paid-up share capital of theTransferee Company as on March 31, 2017 was as under:

Particulars	Amount (Rs. In lacs)
AUTHORISED SHARE CAPITAL:	
4,98,00,000 Equity Shares of Rs.10/- each	4,980.00
32,00,000 Preference Shares of Rs.10/- each	320.00
TOTAL	**5,300.00**
ISSUED, SUBSCRIBED AND PAID UP CAPITAL:	
3,52,36,247 Equity Shares of Rs.10/- each	3411.12*
TOTAL	**3411.12**

[*Note: The issued, subscribed and paid up share capital of the Transferee Company is Rs. 35,23,62,470/- divided into 3,52,36,247 Equity Shares of Rs. 10/- each fully paid up. Out of these 3,52,36,247 Equity Shares 11,25,000 Equity Shares have been held by the Transferee Company itself in the name of its Trustee as Trust Shares. As per the Indian Accounting Standards, the amount of share capital pertaining these 11,25,000 Equity Shares of Rs. 10/- each has been reduced from the issued, subscribed and paid up share capital on the liabilities side and from the investments on the asset side of the balance sheet. Hence the amount of issued, subscribed and paid up share capital in point 2.2 of the Scheme is Rs. 3411.12 Lacs (i.e. Rs. 3523.62 Lacs - Rs. 112.50 Lacs).]

Subsequent to the above balance sheet date there is no change in the capital structure of Transferee Company. It is hereby clarified that the Transferee Company will be free to make further issue of Equity Shares as per provisions of the Companies Act, 2013 and Rules and Regulations made thereunder and other applicable laws, rules and regulations including SEBI regulations. However, the Transferee Company shall be not be entitled to make bonus issue of Equity Shares by capitalisation of its free reserves & surplus till the Effective Date.

The equity shares of Transferee Company are, at present, listed on theNational Stock Exchange of India Limited and the BSE Limited.

3. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modificationsapproved or imposed or directed by NCLT shall be effective from theAppointed Date but shall be operative from the Effective Date.

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PART II
TRANSFER AND VESTING OF UNDERTAKING

4. TRANSFER OF UNDERTAKING

4.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Undertaking, pursuant to the sanction of this Scheme by the NCLTunder and in accordance with the provisions of Sections 230 to 232 and otherapplicable provisions, if any, of the Act, shall stand transferred to and be vestedin or be deemed to have been transferred to and vested in the TransfereeCompany, as a going concern without any further act, instrument, deed, matteror thing to be made, done or executed so as to become, as and from theAppointed Date, the Undertaking of the Transferee Company by virtue of andin the manner provided in this Scheme.

4.2 Subject to the provisions of this Scheme as specified hereinafter and with effectfrom the Appointed Date, the entire Undertaking(s) of the TransferorCompany, including all the debts, liabilities, losses, duties and obligations,including those arising on account of taxation laws and other allied laws of theTransferor Company of every description and also including, withoutlimitation, all the movable and immovable properties and assets, tangible orIntangible assets (whether or not recorded in the books of account of theTransferor Company) of the Transferor Company comprising, amongst others,all freehold land, leasehold land, building, plants, motor vehicles,manufacturing facilities, laboratories receivables, actionable claims, furnitureand fixtures, computers, office equipment, electrical installations, generators,containers, telephones, telex, facsimile and other communication facilities andbusiness licenses, licenses under Factories Act, manufacturing licenses,permits, deposits, authorisations, approvals, recognitions and registrationsgranted by the Department of Scientific & Industrial Research to the in-houseresearch and development units established, insurance cover of everydescription, lease, tenancy rights, permissions, incentives, if any, and all otherrights, patents, know-how, trademark, service mark, trade secret, brands, registrations, licenses including other intellectual property rights, proprietary rights, title, interest, contracts, no objectioncertificates, deeds, bonds, consents, approvals and rights and powers of everykind, nature and description whatsoever, privileges, liberties, easements,advantages and benefits, approvals, filings, dossiers, copyrights, industrialdesigns, trade secrets, know-how, data, formulations, technology,methodology, manufacturing procedures and techniques, test procedures,brand names, trade names and domain names, and all other interests inconnection with or relating to and product registrations, applications andauthorisations for product registrations, and all other interests exclusivelyrelating to the goods or services, shall, under the provisions of Sections 230to 232 of the Act, and pursuant to the orders of the NCLT sanctioning this Scheme and without further act,instrument or deed, but subject to the charges affecting the same as on theEffective Date, be transferred and/or deemed to be transferred to and vestedin the Transferee Company, so as to become the properties, assets, rights,business and Undertaking(s) of the Transferee Company.

4.3 **Transfer of Assets:**

4.3.1 Without prejudice to the generality of Clause 4.1 above, upon thecoming into effect of this Scheme and with effect from the AppointedDate:

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4.3.1.1 All the assets and properties comprised in the Transferor Company of whatsoever nature and wheresoever situated, shall, under theprovisions of Sections 230 to 232 and all other applicableprovisions, if any, of the Act, without any further act or deed, beand stand transferred to and vested in the Transferee Companyor be deemed to be transferred to and vested in the TransfereeCompany as a going concern so as to become the assets andproperties of the Transferee Company.

4.3.1.2 Without prejudice to the provisions of Clause 4.3.1.1 above, inrespect of such of the assets and properties of the Transferor Company as are movable in nature or incorporeal property or are otherwisecapable of transfer by manual delivery or by endorsementand/or delivery, the same shall be so transferred by theTransferor Company and shall, upon such transfer, become theassets and properties of the Transferee Company as an integralpart of the Undertaking, without requiring any separate deed orinstrument or conveyance for the same.

4.3.1.3 In respect of movables other than those dealt with in Clause4.3.1.2 above including sundry debts, receivables, bills, credits,loans and advances of the Transferor Company, if any, whetherrecoverable in cash or in kind or for value to be received, bankbalances, investments, earnest money and deposits with anyGovernmental Authority or with any Company or other person, the same shall on and from the Appointed Date stand transferredto and vested in the Transferee Company.

4.3.1.4 All interests of the Transferor Company in their respectivesubsidiaries and associates as on the Appointed Date will become the interests, subsidiaries and associates of the Transferee Company.

4.3.1.5 All the licenses, permits, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies,concessions, grants, rights, claims, leases, tenancy rights,liberties, special status and other benefits or privileges enjoyed orconferred upon or held or availed of by the Transferor Companyand all rights and benefits that have accrued or which may accrueto the Transferor Company, whether before or after theAppointed Date, shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without anyfurther act, instrument or deed, cost or charge be and standtransferred to and vest in or be deemed to be transferred to andvested in and be available to the Transferee Company so as tobecome as and from the Appointed Date licenses, permits,, approvals, permissions, registrations, incentives, taxdeferrals and benefits, subsidies, concessions, grants, rights,claims, leases, tenancy rights, liberties, special status and otherbenefits or privileges of the Transferee Company and shallremain valid, effective and enforceable on the same terms andconditions.

4.3.2 The Transferor Company shall, if so required, also give notice in suchform as it may deem fit and proper to the debtors, that pursuant to thesanction of this Scheme by NCLT under and in accordance with Sections 230 and 232 and all otherapplicable provisions, if any, of the Act, the said debtors should pay tothe Transferee Company the debt, loan or advance or make the same onaccount of the Transferor Company and the right of the TransferorCompany to recover or realize the same stands extinguished.

4.3.3 All assets and properties of the Transferor Company as on theAppointed Date, whether or not included in the books of the respectiveTransferor Company, and all assets and properties which are acquiredby the Transferor Company on or after the Appointed Date but prior tothe Effective Date, shall be deemed to be and shall become the assetsand properties of

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the Transferee Company, and shall under theprovisions of Sections 230 to 232 and all other applicable provisions, ifany, of the Act, without any further act, instrument or deed, be andstand transferred to and vested in and be deemed to have beentransferred to and vested in the Transferee Company upon the cominginto effect of this Scheme. Provided, however, that no onerous assets shallhave been acquired by the Transferor Company after the AppointedDate without the consent of the Transferee Company as provided for inthis Scheme.

4.4 **Transfer of Liabilities:**

4.4.1 Upon the coming into effect of this Scheme and with effect from theAppointed Date all liabilities relating to and comprised in the Transferor Company including all secured and unsecured debts (whether inIndian rupees or foreign currency), sundry creditors, liabilities(including contingent liabilities), duties and obligations andundertakings of the Transferor Company of every kind, nature anddescription whatsoever and howsoever arising, raised or incurred orutilised for its business activities and operations (herein referred to asthe **"Liabilities"**), shall, pursuant to the sanction of this Scheme by theNCLT under and in accordance with the provisions of Sections 230 to232 and other applicable provisions, if any, of the Act, without anyfurther act, instrument, deed, matter or thing, be transferred to andvested in or be deemed to have been transferred to and vested in theTransferee Company, along with any charge, encumbrance, lien orsecurity thereon, and the same shall be assumed by the TransfereeCompany to the extent they are outstanding as on the Effective Date soas to become as and from the Appointed Date the liabilities of theTransferee Company on the same terms and conditions as wereapplicable to the Transferor Company, and the Transferee Companyshall meet, discharge and satisfy the same and further it shall not benecessary to obtain the consent of any third party or other person whois a party to any contract or arrangement by virtue of which suchLiabilities have arisen in order to give effect to the provisions of thisClause.

4.4.2 All debts, liabilities, duties and obligations of the Transferor Company as on theAppointed Date, whether or not provided in the books of the respectiveTransferor Company, and all debts and loans raised, and duties,liabilities and obligations incurred or which arise or accrue to the Transferor Company on or after the Appointed Date till the Effective Date, shallbe deemed to be and shall become the debts, loans raised, duties,liabilities and obligations incurred by the Transferee Company by virtueof this Scheme.

4.4.3 Where any such debts, loans raised, liabilities, duties and obligations of the Transferor Company as on the Appointed Date have been discharged orsatisfied by the Transferor Company after the Appointed Date and priorto the Effective Date, such discharge or satisfaction shall be deemed tobe for and on account of the Transferee Company.

4.4.4 Loans, advances and other obligations (including any guarantees, lettersof credit, letters of comfort or any other instrument or arrangementwhich may give rise to a contingent liability in whatever form), if any,due or which may at any time in future become due between the Transferor Company and the Transferee Company shall, *ipso facto*, standdischarged and come to an end and there shall be no liability in thatbehalf on any party and appropriate effect shall be given in the books ofaccounts and records of the Transferee Company.

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4.5 **Encumbrances**

4.5.1 The transfer and vesting of the assets comprised in the Transferor Company to and in the Transferee Company under Clauses 4.1 and 4.3 of this Schemeshall be subject to the mortgages and charges, if any, affecting the same,as and to the extent hereinafter provided.

4.5.2 All the existing securities, mortgages, charges, encumbrances or liens(the **"Encumbrances"**), if any, as on the Appointed Date and created bythe Transferor Company after the Appointed Date, over the assetscomprised in the Undertaking or any part thereof transferred to theTransferee Company by virtue of this Scheme and in so far as suchEncumbrances secure or relate to liabilities of the Transferor Company,the same shall, after the Effective Date, continue to relate and attach tosuch assets or any part thereof to which they are related or attachedprior to the Effective Date and as are transferred to the TransfereeCompany, and such Encumbrances shall not relate or attach to any ofthe other assets of the Transferee Company, provided however that noEncumbrances shall have been created by the Transferor Company overits assets after the Appointed Date without the consent of the TransfereeCompany as provided for in this Scheme.

4.5.3 The existing Encumbrances over the assets and properties of the Transferee Company or any part thereof which relate to the liabilitiesand obligations of the Transferee Company prior to the Effective Dateshall continue to relate only to such assets and properties and shall notextend or attach to any of the assets and properties of the Undertakingtransferred to and vested in the Transferee Company by virtue of thisScheme.

4.5.4 Any reference in any security documents or arrangements (to which theTransferor Company are a party) to the Transferor Company and itsassets and properties, shall be construed as a reference to the TransfereeCompany and the assets and properties of the Transferor Companytransferred to the Transferee Company by virtue of this Scheme.Without prejudice to the foregoing provisions, the Transferor Companyand the Transferee Company may execute any instruments ordocuments or do all the acts and deeds as may be consideredappropriate, including the filing of necessary particulars and/ormodification(s) of charge(s), with the Registrar of Company to giveformal effect to the above provisions, if required.

4.5.5 Upon the coming into effect of this Scheme, the Transferee Companyalone shall be liable to perform all obligations in respect of theLiabilities, which have been transferred to it in terms of the Scheme.

4.5.6 It is expressly provided that, no other term or condition of the Liabilitiestransferred to the Transferee Company is modified by virtue of thisScheme except to the extent that such amendment is required statutorilyor by necessary implication.

4.5.7 The provisions of this Clause 4.5 shall operate in accordance with theterms of the Scheme, notwithstanding anything to the contrarycontained in any instrument, deed or writing or the terms of sanction orissue or any security document; all of which instruments, deeds orwritings shall be deemed to stand modified and/or superseded by the foregoing provisions.

4.6 **Inter - se Transactions:**

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Without prejudice to the provisions of Clauses 4.1 to 4.5, with effect from theAppointed Date, all inter-party transactions between the Transferor Companyand the Transferee Company shall be considered as intra-party transactions forall purposes.

5. CONTRACTS, DEEDS, ETC.

5.1 Upon the coming into effect of this Scheme and subject to the provisions of thisScheme, all contracts, deeds, bonds, agreements, schemes, arrangements,assurances and other instruments of whatsoever nature to which the TransferorCompany are a party or to the benefit of which the Transferor Company may beeligible, and which are subsisting or have effect immediately before the EffectiveDate, shall continue in full force and effect by, for or against or in favour of, as thecase may be, the Transferee Company and may be enforced as fully and effectuallyas if, instead of the Transferor Company, the Transferee Company had been a partyor beneficiary or obligee or obligor thereto or thereunder.

5.2 Without prejudice to the other provisions of this Scheme and notwithstanding thefact that vesting of the Undertaking occurs by virtue of this Scheme itself, theTransferee Company may, at any time after the coming into effect of this Schemein accordance with the provisions hereof, if so required under any law orotherwise, take such actions and execute such deeds (including deeds ofadherence), confirmations or other writings or arrangements with any party to anycontract or arrangement to which the Transferor Company are a party or anywritings as may be necessary in order to give formal effect to the provisions of thisScheme. The Transferee Company shall, under the provisions of this Scheme, bedeemed to be authorised to execute any such writings on behalf of the TransferorCompany and to carry out or perform all such formalities or compliances referredto above on the part of the Transferor Company.

5.3 For the avoidance of doubt and without prejudice to the generality of theforegoing, it is clarified that upon the coming into effect of this Scheme, allconsents, permissions, licenses, certificates, clearances, authorities, powers ofattorney given by, issued to or executed in favour of the Transferor Companyshall without any further act or deed, stand transferred to the TransfereeCompany, as if the same were originally given by, issued to or executed infavour of the Transferee Company, and the Transferee Company shall bebound by the terms thereof, the obligations and duties thereunder, and therights and benefits under the same shall be available to the TransfereeCompany.

6. LEGAL PROCEEDINGS

6.1 On and from the Appointed Date, all suits, actions, claims and legalproceedings by or against the Transferor Company pending and/or arising onor before the Effective Date shall be continued and / or enforced as desired bythe Transferee Company and on and from the Effective Date, shall becontinued and / or enforced by or against the Transferee Company aseffectually and in the same manner and to the same extent as if the same hadbeen originally instituted and/or pending and/or arising by or against theTransferee Company. On and from the Effective Date, the Transferee Companyshall have the right to initiate, defend, compromise or otherwise deal with anylegal proceedings relating to the Undertaking, in the same manner and to thesame extent as would or might have been initiated by the Transferor Companyas the case may be, had the Scheme not be made; If any suit, appeal or otherproceedings relating to the Undertaking, of whatever nature by or against theTransferor Company be pending, the same shall not abate or be discontinuedor in any way be

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prejudicially affected by reason of the amalgamation of theUndertaking or by anything contained in this Scheme but the proceedings maybe continued, prosecuted and enforced by or against the Transferee Companyin the same manner and to the same extent as it would or might have beencontinued, prosecuted and enforced by or against the Transferor Company asif this Scheme had not been made.

7. CONDUCT OF BUSINESS

7.1 With effect from the Appointed Date and up to and including the EffectiveDate:

7.1.1 The Transferor Company shall carry on and shall be deemed to havecarried on all its business and activities as hitherto and shall hold andstand possessed of and shall be deemed to have held and stoodpossessed of the Undertaking on account of, and for the benefit of and in trust for, the Transferee Company.

7.1.2 All the profits or income accruing or arising to the Transferor Company and all expenditure or losses arising or incurred (including all taxes, ifany, paid or accruing in respect of any profits and income) by theTransferor Company shall, for all purposes, be treated and be deemedto be and accrue as the profits or income or as the case may be,expenditure or losses (including taxes) of the Transferee Company.

7.1.3 Any of the rights, powers, authorities and privileges attached or relatedor pertaining to and exercised by or available to the TransferorCompany shall be deemed to have been exercised by the TransferorCompany for and on behalf of and as agent for the Transferee Company.Similarly, any of the obligations, duties and commitments attached,related or pertaining to the Undertaking that have been undertaken ordischarged by the Transferor Company shall be deemed to have beenundertaken or discharged for and on behalf of and as agent for theTransferee Company.

7.2 With effect from the first of the date of filing of this Scheme with the NCLT and up to and including the Effective Date:

7.2.1 The Transferor Company shall preserve and carry on their business andactivities with reasonable diligence and business prudence and shall notundertake any additional financial commitments of any naturewhatsoever, borrow any amounts nor incur any other liabilities orexpenditure, issue any additional guarantees, indemnities, letters ofcomfort or commitments either for itself or on behalf of its groupCompany or any third party or sell, transfer, alienate, charge, mortgageor encumber or deal with the Undertaking or any part thereof save andexcept in each case in the following circumstances:

7.2.1.1 if the same is in its ordinary course of business as carried on by itas on the date of filing this Scheme with NCLT; or

7.2.1.2 if the same is permitted by this Scheme; or

7.2.1.3 if consent of the Board of Directors of the Transferee Companyhas been obtained.

7.2.2 The Transferor Company shall not take, enter into, perform orundertake, as applicable (i) any material decision in relation to itsbusiness and operations other than decisions already taken prior toapproval of the Scheme by the respective Board of Directors (ii) anyagreement

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or transaction; and (iii) any new business, or discontinue anyexisting business or change the capacity of facilities.:(iv) such othermatters as the Transferee Company may notify from time to time saveand except in each case in the following circumstances:

7.2.2.1 if the same is in its ordinary course of business as carried on by itas on the date of filing this Scheme with NCLT; or

7.2.2.2 if the same is permitted by this Scheme; or

7.2.2.3 if consent of the Board of Directors of the Transferee Companyhas been obtained.

7.3 Treatment of Taxes

7.3.1 Any tax liabilities under the Income-tax Act, 1961, Wealth Tax Act, 1957,Customs Act, 1962, Central Excise Act, 1944, Central Sales Tax Act, 1956 , any other state Sales Tax /Value Added Tax laws, service tax, luxury tax, stamp laws, Goods and Service Tax (GST) or otherapplicable laws/ regulations (hereinafter in this Clause referred to as"**Tax Laws**") dealing with taxes/ duties/ levies allocable or related tothe business of the Transferor Company to the extent not provided foror covered by tax provision in the accounts made as on the dateimmediately preceding the Appointed Date shall be transferred toTransferee Company.

7.3.2 All taxes (including income tax, wealth tax, sales tax, excise duty,customs duty, service tax, luxury tax, VAT, GST etc.) paid or payable by theTransferor Company in respect of the operations and/or the profits ofthe business on and from the Appointed Date, shall be on account of theTransferee Company and, insofar as it relates to the tax payment(including without limitation income tax, wealth tax, sales tax, exciseduty, customs duty, service tax, luxury tax, VAT, GST etc.), whether by wayof deduction at source, advance tax or otherwise howsoever, by theTransferor Company in respect of the profits or activities or operationof the business on and from the Appointed Date, the same shall bedeemed to be the corresponding item paid by the Transferee Company,and shall, in all proceedings, be dealt with accordingly.

7.3.3 Any refund under the Tax Laws due to Transferor Company consequentto the assessments made on Transferor Company and for which nocredit is taken in the accounts as on the date immediately preceding theAppointed Date shall also belong to and be received by the TransfereeCompany.

7.3.4 Without prejudice to the generality of the above, all benefits includingunder the income tax, sales tax, excise duty, customs duty, service tax,luxury tax, VAT, GST etc., to which the Transferor Company are entitled toin terms of the applicable Tax Laws of the Union and StateGovernments, shall be available to and vest in the Transferee Company.

8. STAFF WORKMEN AND EMPLOYEES

8.1 Upon the coming into effect of this Scheme:

8.1.1 All the permanent employees of the Transferor Company who are in itsemployment as on the Effective Date shall become the permanentemployees of the Transferee Company with effect from the EffectiveDate without any break or interruption in service and on terms andconditions as to employment and remuneration not less favourable than those on which

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they are engaged or employed by the TransferorCompany. It is clarified that the employees of the Transferor Companywho become employees of the Transferee Company by virtue of thisScheme, shall not be entitled to the employment policies and shall notbe entitled to avail of any schemes and benefits that may be applicableand available to any of the employees of the Transferee Company(including the benefits of or under any employee stock option schemesapplicable to or covering all or any of the employees of the TransfereeCompany), unless otherwise determined by the Board of Directors ofthe Transferee Company. The Transferee Company undertakes tocontinue to abide by any agreement/ settlement, if any, validly enteredinto by the Transferor Company with any union/employee of theTransferor Company (as may be recognized by the TransferorCompany). After the Effective Date, the Transferee Company shall beentitled to vary the terms and conditions as to employment andremuneration of the employees of the Transferor Company on the samebasis as it may do for the employees of the Transferee Company.

8.1.2 The existing provident fund, gratuity fund and pension and/orsuperannuation fund or trusts or retirement funds or benefits created bythe Transferor Company or any other special funds created or existingfor the benefit of the concerned permanent employees of the TransferorCompany (collectively referred to as the **"Funds"**) and the investmentsmade out of such Funds shall, at an appropriate stage, be transferred tothe Transferee Company to be held for the benefit of the concernedemployees. The Funds shall, subject to the necessary approvals andpermission and at the discretion of the Transferee Company, either becontinued as separate funds of the Transferee Company for the benefitof the employees of the Transferor Company or be transferred to andmerged with other similar funds of the Transferee Company. In theevent that the Transferee Company does not have its own fund withrespect to any such Funds, the Transferee Company may, subject tonecessary approvals and permissions, continue to maintain the existingFunds separately and contribute thereto, until such time as theTransferee Company creates its own funds at which time the Funds andthe investments and contributions pertaining to the employees of theTransferor Company shall be transferred to such funds of the TransfereeCompany.

9. SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of this Scheme, the transfer and vesting of the Undertakingof the Transferor Company under Clause 4 of this Scheme shall not affect anytransactions or proceedings already concluded by the Transferor Company onor before the Appointed Date or concluded after the Appointed Date till theEffective Date, to the end and intent that the Transferee Company accepts andadopts all acts, deeds and things made, done and executed by the TransferorCompany as acts, deeds and things made, done and executed by or on behalfof the Transferee Company.

PART III
CONSIDERATION

10. ISSUE OF SHARES BY THE TRANSFEREE COMPANY

10.1. Upon the Scheme coming into effect and without any further application, act or deed, the Transferee Company shall, in consideration of the amalgamation of the Transferor Company with the Transferee Company, the 26,05,000 (Twenty Six Lacs Five Thousand) equity shares of Transferor Company held by Transferee Company, will be cancelled without

any act, deeds or instrument and the Transferee Company will issue and allot, to every equity shareholder of the Transferor Company, holding fully paid-up equity shares in the Transferor Company and whose names appear in the register of members of the Transferor Company on the Record Date to be announced by the Board of the Transferor Company, 45 (Forty Five)Equity Shares of of the Transferee Company, credited as fully paid-up with rights attached thereto as hereinafter mentioned (hereinafter referred to as the "New Equity Shares") for every 100 (One Hundred)Equity Shares of Rs.10 each fully paid-up, held by such shareholder in the capital of the Transferor Company ("Share Exchange Ratio").

10.2. In respect of the equity shares in the Transferor Company already held in dematerialized form, the New Equity Shares to be issued by the Transferee Company in lieu thereof shall also be issued in dematerialized form with the New Equity Shares being credited to the existing depository accounts of the members of the Transferor Company entitled thereto. Members of the Transferor Company desirous of receiving the New Equity Shares in the Transferee Company in dematerialized form should have their shareholding in the Transferor Company dematerialized on or before the Record Date.

10.3. Pursuant to the Scheme, the shares of the Transferor Company held by its equity shareholders (both in physical and dematerialized form), shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled. The said equity shares of Transferor Company held in physical form shall be deemed to have been automatically cancelled without any requirement to surrender the certificates for shares held by the shareholders of the Transferor Company.

10.4. No fractional share shall be issued by the Transferee Company in respect of the fractional entitlements, if any, to which the equity shareholders of the Transferor Company may be entitled on issue and allotment of New Equity Shares in the Transferee Company as above. The Board of Directors of the Transferee Company shall consolidate all such fractional entitlements and thereupon, issue and allot New Equity Shares in lieu thereof to the Trustee nominated by the Transferee Company for the purpose who shall hold the New Equity Shares in trust for and on behalf of the members entitled to such fractional entitlements with the express understanding that such Trustee shall sell the same at such time or times and at such price or prices to such person or persons, as it deems fit. The said Trustee shall distribute such net sale proceeds to the shareholders of the Transferor Company in the same proportion, as their respective fractional entitlements bear to the consolidated fractional entitlements. The Trustee shall be appointed by the Board of Directors of the Transferee Company.

10.5. The New Equity Shares in the Transferee Company to be issued to the shareholders of the Transferor Company shall be subject to the Memorandum and Articles of Association of the Transferee Company and the New Equity Shares so issued shall rank pari-passu in all respects with the existing Equity Shares of the Transferee Company.

10.6. The New Equity Shares of the Transferee Company issued in terms of the Scheme shall, subject to applicable regulations, be listed and/or admitted to trading on the relevant stock exchange(s) where the existing Equity Shares of the Transferee Company are listed and/or admitted to trading.

10.7. Consequent to and as part of the amalgamation of the Transferor Company with the Transferee Company herein, the Authorised Share Capital of the Transferor Company shall

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stand merged into and combined with the Authorised Share Capital of the Transferee Company pursuant to the Scheme, without any further act of deed, and without payment of any registration or filing fee on such combined Authorised Share Capital, the Transferor Company and the Transferee Company having already paid such fees. Accordingly, the Authorised Share Capital of the Transferee Company resulting from the amalgamation of the Transferor Company with the Transferee Company shall be a sum of Rs. 59,80,00,000/- divided into 5,98,00,000 Equity Shares of Rs.10/- each and Clause V of the Memorandum of Association of the Transferee Company shall stand altered accordingly.

It further clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be theirconsent / approval also to the alteration of the Memorandum and Articles of Association of the Transferee Company as maybe required under the Act.Clause 'V' of the Memorandum of Association of the Transferee Company shallstand substituted by virtue of the Scheme to read as follows:

Clause 'V' of the Memorandum of Association

The authorised Share Capital of the Company is Rs.63,00,00,000 (Rupees Sixty Three Crores Only) divided into 5,98,00,000 (Five Crores Ninety Eight Lacs) Equity Shares of Rs. 10/- (Rupees Ten) each and 32,00,000 (Thirty Two Lacs) Preference Shares of Rs.10/- (Rupees Ten) each.

10.8 The equity shares of the Transferee Company allotted pursuant to the scheme shall remain frozen in the depositories system till listing / trading permission is given by the designated stock exchanges.

10.9 Till the listing of the New Equity Shares of the Transferee Company, there will be no change in the pre-arrangement capital structure and shareholding pattern or controls in the Transferee Company, which may affect status of the approval of the stock exchanges to this scheme.

10.10 Approval of the Scheme by the shareholders of Transferee Company shall be deemed to be due compliance of the provisions of section 42, 62 if any and other relevant or applicable provisions of the Companies Act, 2013 and Rules made thereunder for the issue and allotment of the Equity shares by Transferee Company to the shareholders of Transferor Company as provided hereinabove.

11. NO ALLOTMENT OF SHARES TO THE TRANSFEREE COMPANY

Upon the Scheme coming into effect, all equity shares which the Transferee Company holds in the Transferor Company (either directly or through nominees) shall stand cancelled without any issue or allotment of New Equity Shares or payment whatsoever by the Transferee Company in lieu of such Equity Shares of the Transferor Company.

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PART IV
ACCOUNTING TREATMENT AND DIVIDENDS

12. ACCOUNTING TREATMENT

12.1 Upon the coming into effect of this Scheme and with effect from the AppointedDate, for the purpose of accounting for and dealing with the value of the assetsandliabilities in the books of the Transferee Company, all assets and liabilitiesshallbe recorded atFair Valueand adjust differences in Goodwill/Capital Reserve/Gain from bargain purchase price.

12.2 In case of any difference in accounting policy between the Transferor Companyand the Transferee Company, the impact of the same till the Appointed Datewill be quantified and adjusted in accordance with 'Indian Accounting Standard Ind AS-8Áccounting Policies, Change in Accounting Estimates and Errors', in the books of the Transferee Company to ensure thatthe financial statements of the Transferee Company reflect the financialposition on the basis of consistent accounting policy.

12.3 The difference between the value of respective investments carried in the books of the Transferee Company and the "FairValue" of the assets of the respective Transferor Company, shall be debited/credited to Goodwill/ Other Comprehensive Income respectively as the case may be, in the books of the Transferee Company, and dealt with in accordance with the Indian Accounting Standard Ind AS-103 issued by the Institute ofChartered Accountants of India.

12.4 Subject to provisions of this Scheme, the Transferee Company shall abide by Indian Accounting Standard Ind AS-103issued by the Institute of Chartered Accountantsof India.

12.5 The amalgamation of Transferor Company with the Transferee Company interms of this Scheme shall take place with effect from the Appointed Date andshall be in accordance with the provisions of Section 2(1B) of the Income TaxAct, 1961.

12.6 All inter-corporate deposits, loans and advances, outstanding balances or other obligations between Transferee Companyand Transferor Company shall be cancelled and there shall be no obligation/outstanding in that behalf.

12.7 Notwithstanding the above, the Transferee Company, in consultation with their statutory auditors, are authorized to account for this Scheme and effect thereof in any manner whatsoever as may be deemed fit in accordance with the applicable accounting standards.

13. DECLARATION OF DIVIDEND

13.1 During the period between the Appointed Date and up to and including theEffective Date, the Transferor Company shall not declare any dividend withoutthe prior written consent of the Board of Directors of the Transferee Company.

13.2 For the avoidance of doubt, it is hereby declared that nothing in the Schemeshall prevent the Transferee Company from declaring and paying dividends,whether interim or final, to its equity shareholders as on the Record Date forthe purpose of dividend and the shareholders of the Transferor Company shallnot be entitled to dividend, if any, declared by the Transferee Company priorto the Effective Date.

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14. POWER TO GIVE EFFECT TO THIS PART

14.1. The Transferee Company shall enter into and/ or issue and/ or executedeeds, writings or confirmations or enter into any tripartitearrangements, confirmations or novations, to which the TransferorCompany will, if necessary, also be party in order to give formal effectto the provisions of this Scheme, if so required. Further, the TransfereeCompany shall be deemed to be authorised to execute any such deeds,writings or confirmations on behalf of the Transferor Company and toimplement or carry out all formalities required on the part of theTransferor Company to give effect to the provisions of this Scheme.

14.2. Upon coming into effect of the Scheme, the Transferee Company and/orthe Transferor Company shall, with reasonable dispatch apply fortransition of all licenses and statutory registrations of the TransfereeCompany including but not limited to product registrations (includingapplications and authorizations for product registrations), manufacturing licenses, product permissions, certificates, market authorizations, filings, (including experience and prequalificationsubmissions), industrial licences, municipal permissions, approvals, consent, permits, incentives and subsidies. The periodbetween the Effective Date and the last date on which the transfer of allsuch aforementioned licenses and statutory registrations have occurredis hereinafter referred to as "Transitory Period".

PART V
DISSOLUTION OF TRANSFEROR COMPANY AND GENERAL TERMS AND CONDITIONS

15. DISSOLUTION OF TRANSFEROR COMPANY

On the coming into effect of this Scheme, the Transferor Company shall standdissolved without winding-up, and the Board of Directors and any committeesthereof of the Transferor Company shall without any further act, instrument ordeed be and stand dissolved.

16. VALIDITY OF EXISTING RESOLUTIONS, ETC.

Upon the coming into effect of this Scheme the resolutions, if any, of theTransferor Company, which are valid and subsisting on the Effective Date,shall continue to be valid and subsisting and be considered as resolutions ofthe Transferee Company and if any such resolutions have any monetary limitsapproved under the provisions of the Act, or any other applicable statutoryprovisions, then the said limits shall be added to the limits, if any, under likeresolutions passed by the Transferee Company and shall constitute theaggregate of the said limits in the Transferee Company.

17. MODIFICATION OF SCHEME

17.1Subject to approval of NCLT, the Transferor Company and theTransferee Company by their respective Board of Directors or anydirector/executives or any committee authorised in that behalf (hereinafterreferred to as the **"Delegate"**) may assent to, or make, from time to time, anymodification(s) or addition(s) to this Scheme which NCLT or anyauthorities under law may deem fit to approve of or may impose and which theBoard of Directors of the Transferor Company and the Transferee Company mayin their discretion accept, or such

modification(s) or addition(s) as the Board ofDirectors of the Transferor Company and the Transferee Company or as the casemay be, their respective Delegate may deem fit, or required for the purpose ofresolving any doubts or difficulties that may arise in carrying out this Scheme.The Transferor Company and the Transferee Company by their respective Boardsof Directors or Delegates are authorised to do and execute all acts, deeds, mattersand things necessary for bringing this Scheme into effect, or review the positionrelating to the satisfaction of the conditions of this Scheme and if necessary, waiveany of such conditions (to the extent permissible under law) for bringing thisScheme into effect, and/or give such consents as may be required in terms of thisScheme. In the event that any conditions are imposed by NCLT or anyGovernmental Authorities, which the Board of Directors of the TransferorCompany or the Transferee Company find unacceptable for any reason, then theTransferor Company and the Transferee Company shall be at liberty to withdrawthe Scheme.

17.2 For the purpose of giving effect to this Scheme or to any modification(s) thereofor addition(s) thereto, the Delegates (acting jointly) of the Transferor Companyand Transferee Company may give and are authorised to determine and give allsuch directions as are necessary for settling or removing any question of doubt ordifficulty that may arise under this Scheme or in regard to the meaning orinterpretation of any provision of this Scheme or implementation thereof or in anymatter whatsoever connected therewith (including any question or difficultyarising in connection with any deceased or insolvent shareholders or depositors,if any of the Transferor Company) or to review the position relating to thesatisfaction of various conditions of this Scheme and if necessary, to waive anysuch conditions (to the extent permissible in law) and such determination ordirections or waiver, as the case may be, shall be binding on all parties, in the samemanner as if the same were specifically incorporated in this Scheme. For theavoidance of doubt it is clarified that where this Scheme requires the approval ofthe Board of Directors of the Transferor Company or the Transferee Company tobe obtained for any matter, the same may be given through their Delegates.

18. SEVERABILITY

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

19. FILING OF APPLICATIONS

The Transferor Company and the Transferee Company shall use their bestefforts to make and file all applications and petitions under Sections 230 to 232and other applicable provisions of the Act, before the respective NCLT for sanction of this Scheme under the provisions of law, and shallapply for such approvals as may be required under law.

20. APPROVALS

The Transferee Company shall be entitled, pending the sanction of the Scheme,to apply to any Governmental Authority, if required, under any law for suchconsents and approvals

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which the Transferee Company may require to ownthe Undertaking and to carry on the business of the Transferor Company.

21. SCHEME CONDITIONAL UPON SANCTIONS, ETC.

21.1 This Scheme is conditional upon and subject to:

21.1.1 The Scheme being agreed to by the requisite majority of the respective members and/or creditors of the TransferorCompany and of the Transferee Company as required under the Actand the requisite orders of the NCLT being obtained;and

21.1.2 The certified copies of the orders of the NCLTsanctioning this Scheme being filed with the Registrar ofCompanies, Chhattisgarh.

22. COSTS, CHARGES, EXPENSES AND STAMP DUTY

All costs, charges and expenses (including any taxes and duties) incurred or payable by the Transferor Company and Transferee Company in relation to or in connection with this Scheme and incidental to the completion of the amalgamation of the Transferor Company with the Transferee Company in pursuance of this Scheme, including stamp duty on the orders of NCLT, if any and to the extent applicable and payable, shall be borne and paid by the Transferee Company.

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