SCHEME OF MERGER BY ABSORPTION

UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF THE

COMPANIES ACT, 2013

OF

CONSTRAD AGENCIES (BOMBAY) PRIVATE LIMITED

(FIRST TRANSFEROR COMPANY)

AND

MANU ENTERPRISES LIMITED

(SECOND TRANSFEROR COMPANY)

AND

SANTSU FINANCE AND INVESTMENT PRIVATE LIMITED

(THIRD TRANSFEROR COMPANY)

WITH

MANUGRAPH INDIA LIMITED

(TRANSFEREE COMPANY)

AND

THEIR RESPECTIVE SHAREHOLDERS

PREAMBLE

This Scheme of Merger by Absorption (herein after referred to as "*the Scheme*") is presented under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 for the Merger by absorption of Constrad Agencies (Bombay) Private Limited (First Transferor Company) and Manu Enterprises Limited (Second Transferor Company) and Santsu Finance And Investment Private Limited (Third Transferor Company) with Manugraph India Limited (Transferee Company).

The Scheme of Merger by Absorption has been formulated and presented under Sections 230 to 232 and other applicable sections of the Companies Act, 2013.

1. **Background of Companies and Rationale**

Transferor Companies

a) **Constrad Agencies (Bombay) Private Limited** (hereinafter referred to as '**CABPL**' or '**Constrad Agencies**' or the **'First Transferor Company'**) is a private limited company bearing CIN U51100MH1986PTC039336, a company incorporated under the Companies Act, 1956 on 25th Day of March, 1986 under the name and style of **'Constrad Agencies (Bombay) Private Limited'.** The Registered Office of the Company is situated at Sidhwa House, 1st Floor, N A Sawant Marg, Colaba, Mumbai - 400005, Maharashtra, India. Presently, there is no active business in the Company. The Entire share capital of Constrad Agencies is held by Manugraph India Limited i.e. the Transferee Company.

b) **Manu Enterprises Limited** (hereinafter referred to as **'Manu Enterprises'** or '**MEL**' or the '**Second Transferor Company**') is a limited company bearing CIN U29291MH1977PLC019406, a company incorporated under the Companies Act, 1956 on 3rd Day of January 1977, in the name and style of **"Manubhai Sons and Company Private Limited".** Thereafter, the company changed its name to 'Manugraphic Private Limited' and consequent to such change the fresh certificate of incorporation consequence on change of name was issued by Registrar of Companies on 6th Day of October 1983. Thereafter, the company was converted from being Private Limited to Limited and consequent to such conversion the name of the company was changed from 'Manugraphic

Private Limited' to 'Manugraphic Limited' and fresh certificate of change of name was issued by Registrar of Companies on 12th Day of May, 1989. Thereafter, the company further changed its name from 'Manugraphic Limited' to 'Manu Enterprises Limited' and consequent to such change the fresh certificate of incorporation consequent on change of name was issued by Registrar of Companies on 14th Day of August, 1991. The Registered Office of the Company is situated at Sidhwa House, 1st Floor, N A Sawant Marg, Colaba, Mumbai - 400005, Maharashtra, India. Presently, there is no active business in the Company. Manu Enterprises holds 23,16,500 Equity shares amounting to 7.62% of the share capital in Manugraph India Limited i.e. the Transferee Company.

c) **Santsu Finance and Investment Private Limited** (hereinafter referred to as **'Santsu Finance and Investment'** or **'SFIPL**' or the **'Third Transferor Company'**) is a private limited company bearing CIN U65990MH1993PTC073568 a company incorporated under the Companies Act, 1956 on 20th Day of August, 1993 under the name and style of "**Santsu Finance and Investment Private Limited**". Thereafter, the company was converted from being 'Private Limited; to 'Limited' and consequent to such conversion the name of the company was changed from 'Santsu Finance and Investment Private Limited' to 'Santsu Finance and Investment Limited' and an endorsement was made on the initial Certificate of Incorporation for the change of name by the Registrar of Companies on 9th Day of March 1995. Thereafter, the company was further converted from being 'Limited to Private Limited' and consequent to such conversion the name of the company was changed from 'Santsu Finance and Investment Limited' to 'Santsu Finance and Investment Private Limited' and an endorsement was made on the initial Certificate of Incorporation for the change of name by the Registrar of Companies on 8th Day of March 2001. The Registered Office of the Company is situated at Sidhwa House, 1st Floor, NA Sawant Marg Colaba, Mumbai - 400005 Maharashtra, India. Further, the Third Transferor Company was registered as Non-Banking Financial Company (hereinafter referred to as "*NBFC*") with Reserve Bank of India (hereinafter referred to as "*RBI*") vide Registration number 13.00332 and the Certificate of Registration issued by the RBI dated 11th March, 1998. Presently, there is no active business in the Company. Santsu Finance and Investment holds 25,37,000 Equity shares amounting to 8.34% of the share capital in Manugraph India Limited i.e. the Transferee Company. Since, the

Company does not have any future plans to carry out Non-Banking Finance Business and that it fulfils the Criteria of being a Core Investment Company, it has applied to the RBI for surrendering its license of Non-Banking Finance Company. Further, in case the Company is unable to receive an approval for the surrender of license of a Non-Banking Finance company, then the Company shall obtain the prior approval of the Reserve Bank of India for the Scheme of Merger by Absorption with the Transferee Company. Post merger, the Transferee Company does not have any plans to carry out any activities relating to Non-Banking Finance Business, and therefore, provisions of the Reserve Bank of India Act, 1934 will not apply to the Transferee Company.

First Transferor Company, Second Transferor Company and Third Transferor Company are collectively referred to as "Transferor Companies"

Transferee Company

d) **Manugraph India Limited** (hereinafter referred to as 'Manugraph India' or '**MIL**' or the '**Transferee Company'**) is a public listed company bearing CIN L29290MH1972PLC015772, a company incorporated under the Companies Act, 1956 on 25th Day of April 1972 under the name and style of **'Maschinenfabrik Polygraph (India) Limited'**. Thereafter, the company changed its name from '**Maschinenfabrik Polygraph (India) Limited**' to '**Manugraph Industries Limited**' and consequent to such change the fresh certificate of incorporation consequent on change of name was issued by Registrar of Companies on 30th Day of January, 1992. Thereafter, the company again changed its name from '**Manugraph Industries Limited**' to '**Manugraph India Limited**' and consequent to such change the fresh certificate of incorporation consequent on change of name was issued by Registrar of Companies on 31st Day of August 2001. The Registered Office of the Company is situated at Sidhwa House, 1st Floor, NA Sawant Marg Colaba, Mumbai - 400005 Maharashtra, India. It is engaged, *inter alia,* in the business of manufacturing of web-offset printing presses.

2. **Rationale and purpose of the Scheme**

All the transferor companies and the transferee company belong to the same Promoter Group who manage and control the business of these companies.

The rationale for the merger of Transferor Companies with the Transferee Company is, as under:

- Consolidation of subsidiary of MIL thereby resulting in reduction of number of entities in the Group, direct ownership of assets of the subsidiary and optimization of administrative costs;
- Consolidation and reorganization of the promoter holding in MIL thereby simplifying shareholding structure;
- Long term stability and transparency in the holding structure of MIL; and
- Demonstrate the promoter's group direct commitment to and engagement with MIL;

Pursuant to the scheme, the promoters would continue to hold the same percentage of shares in MIL.

There is no likelihood that any creditor of the Transferor Companies or the Transferee Company will be prejudiced as a result of the Scheme (*as defined hereinafter*). The Scheme will neither impose any additional burden on the shareholders of the Transferor Companies, nor will it adversely affect the interests of any of the shareholders or creditors of the Transferor Companies and Transferee Company. Further, the Scheme is only for the merger of the Transferor Companies with the Transferee Company and is not an arrangement with the creditors of any of the entities involved. The Scheme is divided into the following sections:

Part A	Dealing with Definitions, Date of taking effect and Share Capital;
Part B	Dealing with the Transfer & Vesting of Transferor Companies into Transferee Company, Discharge of the consideration, Cancellation of Shares, Accounting Treatment, Combination of Authorized Share Capital, Listing agreement & SEBI Compliance, Approval of Scheme by E-voting, Declaration of Dividend and Books & Records of Transferee Company.
Part C	Dealing with General Terms and Conditions of the Scheme.

PART A

DEFINITIONS AND SHARE CAPITAL

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1. DEFINITIONS

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

1.1. **'Act'** or 'the Act' the Companies Act, 2013 and rules made thereunder, including any statutory modifications, re-enactments or amendments thereof for the time being in force as the case may be.

1.2. **'Appointed Date'** means 01st day of April, 2018;

1.3. **'Board of Directors'** means and includes the respective Board of Directors of CABPL, MEL, SFIPL and MIL as the case may be, or any committee constituted by the Board of Directors of any of the respective Companies for the purpose of this Scheme.

1.4. **'Companies'** shall collectively mean CABPL, MEL, SFIPL and MIL.

1.5. **'Effective Date'** means the date or last of the dates on which the certified/ authenticated copy of the order of the National Company Law Tribunal (hereinafter referred to as 'NCLT') sanctioning this Scheme is filed with the Registrar of Companies, Mumbai by the Transferor Companies and the Transferee Company. Any reference in this scheme to the date of "coming into effect of this scheme" or "scheme becoming effective" shall be construed accordingly.

1.6. **'Government'** means any applicable Central, State Government or local body, 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.

1.7. **'NCLT'** means the National Company Law Tribunal, Mumbai Bench having jurisdiction over CABPL, MEL, SFIPL and MIL for the purpose of approving any scheme of compromises, arrangement and merger of companies under Sections 230 to 232 and other applicable sections of the Companies Act, 2013.

1.8. **"Record Date"** means the date to be fixed jointly by the Board of Directors of MEL, SFIPL and MIL, for the purpose of determining the shareholders of MEL & SFIPL who shall be entitled to receive equity shares of MIL as consideration as per **Clause 5** of the Scheme.

1.9. **"SEBI" or "Securities and Exchange Board of India"** means Securities and Exchange Board of India established under Section 3 of the Securities and Exchange Board of India Act, 1992.

1.10. **"Stock Exchanges"** means the stock exchanges where the equity shares of the Transferee Company are Listed and admitted to trading viz. BSE Limited and National Stock Exchange of India Limited.

1.11. **'Scheme of Merger by absorption** or 'Scheme' or 'the Scheme' or 'this Scheme' or 'Scheme of Amalgamation' means this Scheme of Merger by absorption in its present form with any modification(s) made under Clause 25 of Part C of this Scheme as approved or directed by the NCLT.

1.12. **'Transferor Companies'** mean CABPL and MEL and SFIPL collectively.

1.13. **'First Transferor Company'** means 'Constrad Agencies (Bombay) Private Limited' or 'CABPL' bearing CIN U51100MH1986PTC039336.

1.14. **'Second Transferor Company'** means 'Manu Enterprises Limited' or 'MEL' bearing CIN U29291MH1977PLC019406.

1.15. **'Third Transferor Company'** means 'Santsu Finance and Investment Private Limited' or 'SFIPL' bearing CIN U65990MH1993PTC073568.

1.16. **'Transferee Company'** means 'Manugraph India Limited' or 'MIL' bearing CIN L29290MH1972PLC015772.

1.17. **'Transferor Companies'** means and includes the whole of the undertakings of the Transferor Companies as a going concern, including the entire businesses being carried on by the Transferor Companies and shall include (without limitation), to the extent applicable:

a) All the assets and properties, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but not limited to land and building (freehold or leasehold), all plant and machinery, fixed assets, work in progress, current assets, reserves, provisions, funds, owned, leased, licenses, registrations, certificates, permissions, consents, approvals from state, central, municipal or any other authority for the time being in force, concessions, remissions, remedies, subsidies, guarantees, bonds, rights and licenses, tenancy rights, premises, hire purchase, lending arrangements, benefits of security arrangements, security contracts, computers, insurance policies, office equipment, telephones, telexes, facsimile connections, communication facilities, equipment and installations and utilities, electricity, water and other service connections, contracts and arrangements, technology/ technical agreements, powers, authorities, permits, allotments, privileges, liberties, advantages, easements and all the right, title, interest, goodwill, non- compete fee, benefit and advantage, deposits including security deposits, reserves, preliminary expenses, provisions, advances, receivables, deposits, funds, cash, bank balances, accounts and all other rights, benefits of all agreements, subsidies, grants, incentives, tax and other credits (including but not limited to credits in respect of income-tax, minimum alternate tax i.e. tax on book profits, tax deducted at source, tax collected at source, value added tax, central sales tax, sales tax, CENVAT, excise duty, service tax, goods and service tax etc.), all losses (including but not limited to brought forward tax losses, tax unabsorbed depreciation, brought forward book losses, unabsorbed depreciation as per

books), tax benefits and other claims and powers, all books of accounts, documents and records of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Companies, as on the Appointed Date;

b) All intellectual property rights including patents designs, copyrights, trademarks, brands (whether registered or otherwise), records, files, papers, computer programs, manuals, data, catalogues, sales material, lists of customers and suppliers, other customer information and all other records and documents relating to the Transferor Companies' business activities and operations;

c) Right to any claim not preferred or made by the Transferor Companies in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Company and any interest thereon, with regard to any law, act or rule or Scheme made by the Government, and in respect of set-off, carry forward of unabsorbed losses and/ or unabsorbed depreciation, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, etc. under the Income-tax Act, 1961, or taxation laws of other countries, or any other or like benefits under the said statute(s) or under and in accordance with any law or statute, whether in India or anywhere outside India;

d) All debts (secured and unsecured), liabilities including contingent liabilities, duties, leases of the Transferor Companies and all other obligations of whatsoever kind, nature and description. Provided that, any reference in the security documents or arrangements entered into by the Transferor Companies and under which, the assets of each of the Transferor Companies stand offered as a security, for any financial assistance or obligation, the said reference shall be construed as a reference to the assets pertaining to that Undertaking of such Transferor Companies only as are vested in Transferee Company by virtue of the Scheme and the Scheme shall not operate to enlarge security for any loan, deposit or facility created by such Transferor Companies which shall vest in Transferee Company by virtue of the merger and Transferee Company shall not be obliged to create any further or additional security thereof after the merger has become effective;

e) All other obligations of whatsoever kind, including liabilities of the Transferor Companies with regard to their employees with respect to the payment of gratuity, pension benefits and the provident fund or compensation, if any, in the event of resignation, death, voluntary retirement or retrenchment; and

f) All employees, as on the Effective Date, engaged by the Transferor Companies at various locations.

g) It is intended that the definition of Transferor Companies under this clause will enable the transfer of all property, assets, rights, duties, obligations, entitlements, benefits, employees and liabilities of Transferor Companies into Transferee Company pursuant to this Scheme.

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning as prescribed to them under the Companies Act 2013, the Income-Tax Act, 1961, Depositories Act, 1996 and Securities and Exchange Board of India Act, 1992 or any other applicable laws, rules, regulations, bye laws, as the case may be, including any statutory modification or re-enactment thereof from time to time.

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the NCLT, unless otherwise specified in the Scheme, shall be effective from the Appointed Date but shall be operative from the Effective Date. Therefore, for all regulatory and tax purposes, the merger would have been deemed to be effective from the Appointed Date of this Scheme.

3. SHARE CAPITAL

3.1. The authorized, issued, subscribed and paid-up share capital of First Transferor Company (Constrad Agencies (Bombay) Private Limited) as on 31st December, 2017 is as under:

Particulars	Amount (in Rs)
Authorised Share Capital	
35,900 Equity Shares of Rs. 100/- each 100 Preference Shares of Rs. 100/- each	35,90,000/- 10,000/-
TOTAL	**36,00,000/-**
Issued, Subscribed and Paid-up Share Capital	
25,000 Equity Shares of Rs. 100/- each	25,00,000/-
TOTAL	**25,00,000/-**

Subsequent to 31st December, 2017, and up to the date of approval of this Scheme by the Board of the First Transferor Company, there has been no change in the Authorized, Issued, Subscribed and Paid up Share Capital of the First Transferor Company.

3.2. The authorized, issued, subscribed and paid-up share capital of Second Transferor Company (Manu Enterprises Limited) as on 31st December, 2017 is as under:

Particulars	Amount (in Rs)
Authorised Share Capital	
45,000 equity shares of Rs. 100/- each	**45,00,000/-**
TOTAL	**45,00,000/-**
Issued, Subscribed and Paid-up Share Capital	
40,000 equity shares of Rs. 100/- each	40,00,000/-
TOTAL	**40,00,000/-**

Subsequent to 31st December, 2017, and up to the date of approval of this Scheme by the Board of the Second Transferor Company, there has been no change in the Authorized, Issued, Subscribed and Paid up Share Capital of the Second Transferor Company.

3.3. The authorized, issued, subscribed and paid-up share capital of Third Transferor Company (Santsu Finance and Investment Private Limited) as on 31st December, 2017 is as under:

Particulars	Amount (in Rs)
Authorised Share Capital	
5,00,000 equity shares of Rs. 10/- each	50,00,000/-
TOTAL	**50,00,000/-**
Issued, Subscribed and Paid-up Share Capital	
4,90,000 equity shares of Rs. 10/- each	49,00,000/-
TOTAL	**49,00,000/-**

Subsequent to 31st December, 2017, and up to the date of approval of this Scheme by the Board of the Third Transferor Company, there has been no change in the Authorized, Issued, Subscribed and Paid up Share Capital of the Third Transferor Company.

3.4. The authorized, issued, subscribed and paid-up share capital of Transferee Company (Manugraph India Limited) as on 31st December, 2017 is as under:

Particulars	Amount (in Rs)
Authorised Share Capital	
9,85,00,000 Equity Shares of Rs. 2/- each 10,000 Preference Shares of Rs. 100/- each 20,000 Unclassified Shares of Rs. 100/- each 3,50,000 Redeemable Preference Shares of Rs. 100/- each	19,70,00,000/- 10,00,000/- 20,00,000/- 3,50,00,000/-
TOTAL	**23,50,00,000/-**
Issued, Subscribed and Paid-up Share Capital	
3,04,15,061 Equity Shares of Rs. 2/- each	6,08,30,122/-
TOTAL	**6,08,30,122/-**

Subsequent to 31st December, 2017, and up to the date of approval of this Scheme by the Board of the Transferee Company, there has been no change in the Authorized, Issued, Subscribed and Paid up Share Capital of the Transferee Company.

PART B

MERGER BY ABSORPTION OF THE TRANSFEROR COMPANIES WITH THE TRANSFEREE COMPANY

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4. TRANSFER AND VESTING OF THE TRANSFEROR COMPANIES INTO THE TRANSFEREE COMPANY

4.1. Subject to the provisions of this Scheme in relation to modalities of Merger by Absorption, upon this scheme coming into effect on the effective date, the Transferor Companies, altogether with all its present and future properties, assets, investments, rights, obligations, liabilities, benefits and interest therein, whether known or unknown, shall amalgamate into and with Transferee Company, and all the present and future properties, assets, liabilities, investments, rights, obligations, liabilities, benefits and interest of the Transferor Company shall become the property of, and integral part of, the Transferee Company subject to the charges and encumbrances (to the extent they are outstanding on the Effective Date), if any, created by Transferor Companies on its properties and assets in favour of lenders, as going concern, by operation of law pursuant to the vesting order of National Company Law Tribunal sanctioning this scheme, without any further act or deed required by either of the above, in particular, the Transferor Companies shall stand amalgamated into and with the Transferee Company, in the manner described in sub-paragraph (a) to (o):

a) Upon this scheme coming into effect from the Appointed Date, all assets and liabilities of whatsoever nature and wheresoever situated, shall, under the provisions of Section 230 to Section 232 and all other applicable provisions, if any, of the Act, without any further act or deed (save as provided in Sub-clauses (b),(c), (d) and (e) below), be transferred to and vested in and/ or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become as from the Appointed Date the undertaking of the Transferee Company and to vest in the Transferee Company all the rights, title, interest or obligations therein;

b) Provided that for the purpose of giving effect to the vesting order passed under Section 232 in respect of this Scheme, the Transferee Company shall be entitled to get effected the change in the title and the appurtenant legal right(s) upon the

vesting of such properties in accordance with the provisions of the Act, at the office of the respective concerned authority, where any such property is situated;

c) The mutation of the ownership or title, or interest in the immovable properties if any in favor of the Transferee Company shall be made and duly recorded by the appropriate authorities pursuant to the sanction of this Scheme and it becoming effective in accordance with the terms thereof;

d) All the movable assets including cash in hand, if any, capable of passing by manual delivery or constructive delivery or by endorsement and delivery, shall be so delivered or endorsed and delivered, as the case may be, to the Transferee Company, to the end and intent that the ownership and property therein passes to the Transferee Company on such handing over in pursuance of the provisions of Section 232 of the Act (as an integral part of the Undertaking). The plant and machinery, which are fastened to land and/or buildings continue to remain movable properties inter alia because the said plant and machinery are fastened to land only with a view to have better enjoyment of the movable properties.

e) In respect of all movables, other than those specified in sub-clause (c) and (d) above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, local and other authorities and bodies, customers and other persons, the same shall, without any further act, instrument or deed, be transferred to and stand vested in and/or be deemed to be transferred to and stand vested in the Transferee Company under the provisions of the Act.

f) In relation to the assets, properties and rights including rights arising from contracts, deeds, instruments and agreements, if any, which require separate documents of transfer including documents for attornment or endorsement, as the case may be, the Transferee Company will execute the necessary documents of transfer including documents for attornment or endorsement, as the case may be, as and when required or will enter into a novation agreement.

g) All debts, liabilities (including deferred tax liability), duties, guarantees, indemnities and obligations of every kind, nature, description, whether or not provided for in the books of accounts and whether disclosed or undisclosed in

the balance sheet shall also, under the provisions of the Act, without any further act or deed, be transferred to or be deemed to be transferred to the Transferee Company on the same terms and conditions, as applicable, so as to become as from the Appointed Date the debts, liabilities, duties, guarantees, indemnities and obligations of the Transferee Company and 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, guarantees, indemnities and obligations have arisen, in order to give effect to the provisions of this sub-clause.

h) However the Transferee Company may, at any time, after the coming into effect of this Scheme in accordance hereof, if so required, under any law or otherwise, execute deeds of confirmation in favor of the creditors, or lenders, as the case may be, or in favor of any other party to the contract or arrangement to which the Transferor Companies are a party or any writing, as may be necessary, in order to give formal effect to the provisions mentioned herein. The Transferee Company shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Companies as well as to implement and carry out all such formalities and compliances referred to above.

i) The transfer and vesting of the Undertakings of the Transferor Companies as aforesaid shall be subject to the existing securities, charges and mortgages, if any, subsisting, over or in respect of the property and assets or any part thereof of the Transferor Companies.

j) Provided however, that any reference in any security documents or arrangements (to which Transferor Companies are a party) pertaining to the assets of the Transferor Companies offered or agreed to be offered as security for any financial assistance or obligations, shall be construed as reference only to such assets, as are offered or agreed to be offered as security, pertaining to the Transferor Companies as are vested in the Transferee Company by virtue of the aforesaid clauses, to the end and intent that such security, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of the Transferor Companies or any of the assets of the Transferee Company.

k) All existing and future incentives, unavailed credits and exemptions, benefit of carried forward losses, refunds available and other statutory benefits, including in respect of income tax (including tax deducted at source and advance tax), excise (including MODVAT/ CENVAT), customs, VAT, sales tax, service tax (including input credit), goods and service tax etc. which Transferor Companies are entitled to shall be available to and vest in Transferee Company.

l) In so far as the various incentives, subsidies, special status and other benefits or privileges enjoyed (including minimum alternate tax, sales tax, excise duty, custom duty, service tax, value added tax, goods and service tax and other incentives), granted by any Government body, local authority or by any other person and availed of by the Transferor Companies concerned, the same shall vest with and be available to the Transferee Company on the same terms and conditions as presently available to the Transferor Companies.

m) Upon coming into effect of this Scheme and till such time that the names of the bank accounts of the Transferor Companies are replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Companies, in their names, in so far as may be necessary.

n) With effect from the Appointed Date, all permits, quotas, rights, entitlements, tenancies and licenses relating to brands, trademarks, patents, copy rights, privileges, powers, facilities of every kind and description of whatsoever nature in relation to the Undertaking of the Transferor Companies and which are subsisting or having effect immediately before the Appointed Date, shall be and remain in full force and effect in favor of the Transferee Company and may be enforced fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a beneficiary or obligee thereto.

o) With effect from the Appointed Date, any statutory licenses, permissions, approvals and/ or consents held by the Transferor Companies as required to carry on its operations shall stand vested in, or transferred to, the Transferee Company without any further act or deed and shall be appropriately mutated by the statutory authorities or any other person concerned therewith in favor of the Transferee Company. The benefit of all statutory and regulatory permissions,

licenses, environmental approvals and consents including the statutory licenses, permissions or approvals or consents required to carry on the operations of the Transferor Companies shall vest in, and become available to, the Transferee Company upon the Scheme coming into effect. The reserves in the nature of Special Reserves will continue in books of the Transferee Company. The same may be transferred to General Reserve, in the books of the Transferee Company at later date after obtaining necessary approvals.

4.2. All registrations, benefits, incentives, exemptions etc. which the Transferor Companies are eligible for and / or which are actually availed by the Transferor Companies will be transferred to the Transferee Company upon the Transferee Company intimating the concerned authority or undertaking the necessary actions for the transfer and / or the Board of Directors of the Transferee Company will be authorized to seek approval or enter into agreement with the concerned authority and /or undertake such other activity as is necessary for being eligible for such registrations, benefits, incentives, exemptions, etc as were availed by the Transferor Companies.

4.3. The Transferee Company, under the provisions of this Scheme, is hereby authorized or be deemed to be authorized to execute all and any writings on behalf of the Transferor Companies, to implement and carry out all formalities and compliances in relation to the above mentioned clause(s), if required.

5. CONSIDERATION

5.1. Upon this Scheme becoming effective and as consideration for the Scheme, MIL shall, without any act, application, payment or deed, issue and allot equity shares, credited as fully paid up, to the extent indicated below, to the equity shareholders of the Transferor Companies whose names appear in the register of members of the Transferor Companies and whose names appear as the owners of the equity shares of the Transferor Companies in the records of Transferor Companies on the Record Date, or to such of their respective heirs, executors, administrators or other legal

representatives or other successors in title as may be recognized by the Board of Directors of the Transferor Companies in the following proportion:

a. **Between First Transferor Company and Transferee Company.**

As the First Transferor Company is wholly-owned subsidiary of the Transferee Company, no consideration shall be payable pursuant to the Merger by Absorption of the First Transferor Company with the Transferee Company, and the equity shares held by the Transferee Company in the Transferor Company shall stand cancelled without any further act, application or deed.

b. **Between Second Transferor Company and Transferee Company**

The Transferee Company shall without any further act or deed, issue and allot 23,16,500 (Twenty Three Lakhs Sixteen Thousand Five Hundred Only) fully paid-up equity share of Rs 2/- (Rupees Two each) each in the proportion of the number of shares held by the shareholders of Manu Enterprises Limited, holding fully paid-up equity shares and whose names appear in the Register of Members of the Manu enterprises Limited on the Record Date or to such of their respective heirs, executors, administrators, assignees, or other legal representatives or other successors in title as may be recognized by the Board of Directors of the Manu Enterprises Limited.

c. **Between Third Transferor Company and Transferee Company**

The Transferee Company shall without any further application, act or deed, issue and allot 25,37,000/- (Twenty Five Lakhs Thirty Seven Thousand Only) fully paid-up equity share of Rs 2/- each in the proportion of the number of shares held by the shareholders of Santsu Finance and Investment Private Limited, holding fully paid-up equity shares and whose names appear in the Register of Members of the Santsu Finance and Investment Private Limited on the Record Date or to such of their respective heirs, executors, administrators, assignees, or other legal representatives or other successors in title as may be recognized by the Board of Directors of the Santsu Finance and Investment Private Limited.

5.2. Notwithstanding anything contained in clause 5.1, the issue of New Equity Shares shall be made in compliance with the provisions of the minimum public shareholding prescribed under Securities Contracts (Regulation) Act, 1956 and Securities Contracts (Regulation) Rules, 1957 made thereunder (hereinafter collectively referred to as

"SCRA") such that for any entitlement to new equity shares to the promoters of Transferor Companies is not beyond the maximum permissible promoter group shareholding of 75% (Seventy Five Percentage) or any other specified percentage as may be permissible under SCRA. The issuance of Shares and Shareholding of promoters shall be at all times in consonance with minimum public shareholding requirements prescribed under SCRA.

5.3. The New Equity Shares to be issued in terms hereof shall be subject to the Memorandum and Articles of Association of the Transferee Company.

5.4. The New Equity Shares allotted to the members of the Second and Third Transferor Companies pursuant to scheme shall be issued in dematerialized form or physical form as the case may be. If in any case the shares are issued in dematerialized form, such Shares shall remain frozen in depository system till relevant directions or approvals in relation to Listing / Trading are provided by the Stock Exchange.

5.5. The New Equity Shares allotted to the members of the Second and Third Transferor Companies pursuant to scheme shall rank pari passu with the existing equity shares of the Transferee Company for dividend and all other benefits and on all respects with effect from the date of allotment.

5.6. All New Equity Shares so issued and allotted to the members of the Second and Third Transferor Companies shall be listed and / or admitted to trading on the Stock Exchange. The Stock Exchange shall list the said New Equity Shares, the issuance of which shall be considered as due compliance of provisions of SEBI (Issue of Capital and Disclosure Requirements) Regulations 2009 to the extent applicable and other applicable provisions of law. The Transferee Company shall file confirmation or undertaking or application as may be necessary in accordance with applicable laws or regulations for complying with formalities of the said stock exchange / SEBI.

5.7. Any fraction arising out of allotment of equity shares as per clause 5.1 ("New Equity Shares") above shall be rounded off to the nearest integer.

5.8. The Transferee Company shall, if and to the extent required, apply for and obtain any approvals from the relevant authorities for the issue and allotment by the Transferee Company of equity shares to the members of the Second and Third Transferor Companies pursuant to the Scheme.

5.9. The Transferee Company shall, if and to the extent required, increase and / or reclassify its authorized Share Capital to facilitate issue of equity under this Scheme.

5.10. In the event of there being any pending share transfer, whether lodged or outstanding, of any shareholder of the Second and Third Transferor Companies, the Board of Directors or any committee thereof of Transferor Companies shall be empowered even subsequent to Effective Date, to effectuate such transfer as if changes in the registered holder were operative from the Effective Date, in order to remove any difficulties arising to the transfer of shares after the scheme becomes effective.

5.11. The Equity Shares of the Second and Third Transferor Companies which are held in abeyance under the Act or otherwise pending for allotment or settlement of dispute by order of court or otherwise, the New Equity shares shall also be kept in abeyance by the Transferee Company.

5.12. Approval of this scheme by the shareholders of the Transferor Companies shall be deemed to be the due compliance of the provisions of the provisions of section 42, 62 of the Companies Act, 2013 and the other relevant and applicable provisions of the Act for the issue and allotment of Equity Shares by the Transferee Company to the shareholders of the Second and Third Transferor Companies as provide in this scheme.

6. CANCELLATION OF SHARES OF THE TRANSFEREE COMPANY HELD BY SECOND AND THIRD TRANSFEROR COMPANIES

Upon the Scheme becoming effective, the Transferee Company shall account for the merger in its books with effect from Appointed Date as under:

6.1. The issued, subscribed and paid up equity share capital of the Transferee Company shall stand cancelled and reduced by the shares held in aggregate by the respective Transferor Companies namely, MEL and SFIPL as on the Effective Date, pursuant to Merger by Absorption of MEL and SFIPL into and with the Transferee Company.

6.2. On the Scheme becoming effective, the investment in the Transferee Company as appearing in the books of MEL and SFIPL shall stand cancelled as referred to in clause 7.4.

6.3. The cancellation and reduction of the Share Capital shall be effected as an integral part of the scheme itself, in accordance with the provisions of Section 66 of

Companies Act 2013 and the order of National Company Law Tribunal sanctioning the scheme shall deemed to be an order under provisions of Section 66 of Companies Act 2013 for confirming the reduction and no separate procedure shall be followed under the act. The reduction would not involve either a diminution of liability in the respect of the unpaid share capital or payment to any paid up share capital.

6.4. The Transferee Company will be exempted from adding the words “and reduced” to its name as the last words under section 66 of the Companies Act 2013.

7. ACCOUNTING TREATMENT

7.1. The transferor company MEL and SFIPL shall prepare the financial statements as at March 31, 2018 for the purpose of amalgamation in accordance with Indian Accounting Standards ("Ind AS") as notified by Ministry of Corporate Affairs pursuant to Section 133 of the Companies Act, 2013 (‘the Act’) read with Rule 3 of the Companies (Indian Accounting Standards) Rules, 2015 as amended and other relevant provisions of the Act.

7.2. Upon the scheme becoming Effective, the amalgamation of Transferor Companies into and with the Transferee Company shall be accounted as per ‘Pooling of Interest Method’ as specified and in accordance with Appendix C of ‘Business Combinations of entities under common control’ of Indian Accounting Standard (IND AS 103) under the Companies (Indian Accounting Standards) Rules, 2015.

7.3. The Transferee Company upon coming into effect of this scheme, shall record assets, liabilities and reserves relating to Transferor Companies transferred as per the financial statements prepared as per INDAS as mentioned in para 7.1 above and vested in it pursuant to this scheme, at their respective carrying amounts as appearing in the books of the Transferor Companies.

7.4. The Transferee Company shall credit to its share capital account the aggregate face value of equity shares issued by it pursuant to clause (b) and (c) of clause 5.1 of this scheme.

7.5. The investments held in the Transferee Company by MEL and SFIPL shall be adjusted against the respective equity share capital of the Transferee Company to the extent of face value of the shares held pursuant to Clause 6 above.

7.6. The investments in the Financial Statements of the Transferee Company in the equity share capital the CABPL shall stand cancelled and since CABPL is a wholly owned subsidiary of the Transferee Company, thus pursuant to the Scheme no new shares shall be issued after the Scheme is sanctioned by the Hon'ble NCLT.

7.7. Upon coming into effect of this scheme, to the extent there are inter-corporate loans advances, deposits balances or other obligations as between Transferor Companies and the Transferee Company, the obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of accounts and records of the Transferee Company for the reduction of any assets or liabilities, as the case may be.

7.8. The amount of difference between the consideration issued to the shareholders of SFIPL and MEL (including cancellation of the investments held by SFIPL and MEL in Transferee Company and cancellation of Investment held by Transferee Company in CABPL) and the carrying value of the net assets (including the reserves) would be adjusted against revenue reserves.

7.9. In case of any differences in accounting policy between Transferor Companies and Transferee Company, the impact of the same will be quantified and the same shall be appropriately adjusted against the Reserves of the Transferee Company.

8. COMBINATION OF AUTHORISED SHARE CAPITAL

8.1. Upon this Scheme becoming effective, the authorized share capital of the Transferee Company shall automatically stand increased without any further act, instrument or deed on the part of the Transferee Company including payment of stamp duty and fees payable to Registrar of Companies, by the authorized share capital of the Transferor Companies combined amounting to Rs. 24,81,00,000/- (Rupees Twenty Four Crores Eighty One Lakhs only) comprising of 10,50,45,000 (Ten Crores Fifty Lakhs and Forty Five Thousand Only) equity shares of Rs 2/- (Rupees Two only) and 10,100 (Ten Thousand One Hundred) Preference shares of Rs. 100/- (Rupees Hundred Only) and 20,000 (Twenty Thousand) Unclassified Shares of Rs. 100/- (Rupees Hundred Only) and 3,50,000 (Three Lakhs Fifty Thousand) Redeemable Preference Shares of Rs. 100/- and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified, and

amended, and the consent of the shareholders of the Transferee Company to the Scheme, whether at a meeting or otherwise, shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Sections 13, 61, 14 of the Companies Act 2013 and section 232 of the Companies Act 2013 and other applicable provisions of the Act would be required to be separately passed, as the case may be and for this purpose the stamp duties and fees paid on the authorized share capital of the Transferor Companies shall be utilized and applied to the increased authorized share capital of the Transferee Company and there would be no requirement for any further payment of stamp duty and/or fee by the Transferee Company for increase in the authorized share capital to that extent

8.2. Pursuant to the Scheme becoming effective and consequent amalgamation of the Transferor Companies into the Transferee Company, the authorized share capital of the Transferee Company will be as under:

Particulars	**Amount (Rs)**
Authorized share capital	
10,50,45,000 equity shares of Rs. 2/- each	21,00,90,000/-
10,100 preference shares of Rs. 100/- each	10,10,000/-
20,000 Unclassified Shares of Rs. 100/- each	20,00,000/-
3,50,000 redeemable preference shares of Rs. 100/- each	3,50,00,000/-
Total	**24,81,00,000/-**

It is clarified that the approval of the members of the Transferee Company to the Scheme, whether at a meeting or otherwise, shall be deemed to be their consent / approval also to the amendment of the Memorandum of Association of the Transferee Company as may be required under the Act and no further resolution under section 61 of Companies Act 2013 and or any other applicable provisions of the said act would be required to be separately passed, and Clause V of the Memorandum of Association of the Transferee Company shall stand substituted by virtue of the Scheme to read as follows:

Clause V of the Memorandum of Association of the Transferee Company –

a. *"The authorized share capital of the company is Rs. 24,81,00,000/- (Rupees Twenty Four Crores Eighty One Lakhs only) comprising of 10,50,45,000 (Ten Crores Fifty Lakhs and Forty Five Thousand Only) equity shares of Rs 2/- (Rupees Two only) and 10,100 (Ten Thousand One Hundred) Preference shares of Rs. 100/- (Rupees Hundred Only) and 20,000 (Twenty Thousand) Unclassified Shares of Rs. 100/- (Rupees Hundred Only) and 3,50,000 (Three Lakhs Fifty Thousand) Redeemable Preference Shares of Rs. 100/- each with rights, privileges, and conditions attaching thereto as are provided by the regulations of the company for the time being, with power to increase and reduce the capital of the company and divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential deferred qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company for the time being and to vary, modify or abrogate any such right, privilege or condition in such manner as may for the time being permitted by the Act or by the Articles of Association of the Company"*.

8.3. For the avoidance of doubt, it is clarified that, in case the authorized share capital of the Transferee Company and, or the Transferor Companies as the case may be undergone any change, prior to this scheme becoming effective, then this clause 8 shall automatically stand modified / adjusted accordingly to take into account the effect of such change.

9. LISTING AGREEMENT AND SEBI COMPLIANCE

9.1. Since the Transferee Company is listed Company, this scheme is subject to the compliances by the Transferee Company of all requirements under the Securities Exchange Board of India (Listing Obligation and Disclosure Requirements), Regulations, 2015 ('Listing Regulations') and all statutory directives of the Securities Exchange Board of India ('SEBI') insofar as they relate to sanction and implementation of the scheme.

9.2. The Transferee Company in compliance with Listing Regulations shall apply for the in-principle approval of the BSE Limited (BSE) and National Stock Exchange of

India Limited (NSE) where its shares are listed in terms of Regulation 37 of the Listing Regulations.

9.3. The Transferee Company shall also comply with the directives of SEBI contained in the circular no SFD/DIL/SIR/2017/21 dated March 10, 2017 (As amended from time to time) in pursuance of sub-rule (7) of rule 19 of the Securities Contract (Regulations) Rules, 1957 for relaxation of enforcement of sub-clause (b) to sub-rule (2) of rule 19 thereof.

9.4. As per para 9 of SEBI Circular no SFD/DIL/SIR/2017/21 dated March 10, 2017 is applicable to this scheme, therefore it is provided in the scheme that the Transferee Company will provide for voting by public shareholders through E-voting and will disclose all the material facts in the explanatory statement, to be sent to the shareholders in relation to said resolution.

10. APPROVAL OF SCHEME BY E-VOTING

10.1. The Approval to this Scheme of Arrangement shall be obtained from the shareholders of the Manugraph India Limited (Transferee Company) through the e-voting.

10.2. The Scheme shall be acted upon only if the votes cast through e-voting by the public shareholders in favor of the proposal are more than the number of votes cast by the public shareholders against it.

11. DECLARATION OF DIVIDEND

11.1 The respective Transferor Companies and the Transferee Company shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders, as may be decided by their respective Board of Directors, in respect of the accounting period prior to the Effective Date.

11.2 It is clarified that the aforesaid provisions in respect of declaration of dividends is an enabling provision only and shall not be deemed to confer any right on any shareholder of either of the Transferor Companies or the Transferee Company to demand or claim any dividends, which is subject to the provisions of the Companies Act, 2013, shall be entirely at the discretion of the Board of Directors of the Transferor Companies and the Transferee Company, as the case may be, subject to such approval of the respective shareholders, as may be required.

12. BOOKS AND RECORDS OF TRANSFEREE COMPANY

All books, records, files, papers, engineering and process information, building plans, databases, catalogues, quotations, advertising materials, if any, lists of present and former clients and all other books and records, whether in physical or electronic form, of the Transferor Company, to the extent possible and permitted under applicable laws, be handed over by them to the Transferee Company.

PART C

GENERAL TERMS AND CONDITIONS

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13. COMPLIANCE WITH TAX LAWS

13.1. This Scheme has been drawn up to comply with the conditions as specified under Section 2(1B) of the Income-tax Act, 1961 and other relevant provisions of the Income-tax Act, 1961 involving merger as aforesaid. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section at a later date including resulting from a retrospective amendment of law or for any other reason whatsoever, till the time the Scheme becomes effective, the provisions of the said section of the Income-tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income-tax Act, 1961 and other relevant provisions of the Income-tax Act, 1961.

13.2. On or after the Effective Date, the Transferor Companies and the Transferee Company are expressly permitted to revise their financial statements and returns along with prescribed forms, filings and annexure under the Income-tax Act, 1961, (including for the purpose of re-computing tax on book profits and claiming other tax benefits), service tax law, goods and service tax law and other tax laws, and to claim refunds and/or credits for taxes paid, and to claim tax benefits, etc., and for matters incidental thereto, if required to give effect to the provisions of the Scheme from the Appointed Date.

13.3. All tax assessment proceedings/ appeals of whatsoever nature by or against the Transferor Companies pending and/or arising at the Appointed Date and relating to the Transferor Companies shall be continued and/or enforced until the Effective Date as desired by the Transferee Company. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Companies.

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

13.4. Any tax liabilities under the Income-tax Act, 1961, Customs Act 1962, Service Tax laws, Goods and Service Tax Laws and other applicable State Value Added Tax laws or other applicable laws / regulations dealing with taxes / duties / levies allocable or related to the Transferor Companies to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to Transferee Company. Any surplus in the provision for taxation / duties / levies account including advance tax and tax deducted at source as on the date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company.

13.5. Any refund under the Income-tax Act, 1961, Customs Act 1962, Service Tax laws, Goods and Service Tax Laws and other applicable State Value Added Tax laws or other applicable laws/ regulations dealing with taxes/ duties/ levies allocable or related to the Transferor Companies and due to the Transferor Companies consequent to the assessment made on the Transferor Companies for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.

13.6. All taxes/ credits including income-tax, tax on book profits, credit on Minimum Alternate Tax under section 115JAA of the Income-tax Act, 1961, sales tax, excise duty, custom duty, service tax, value added tax, goods and service tax or any other direct or indirect taxes as may be applicable, etc paid or payable by the Transferor Companies in respect of the operations and/ or the profits of the undertaking before the Appointed Date, shall be on account of the Transferor Companies and, in so far as it relates to the tax payment (including, without limitation, income-tax, tax on book profits, sales tax, excise duty, custom duty, service tax, value added tax, goods and service tax etc.) whether by way of deduction at source, advance tax, MAT credit or otherwise howsoever, by the Transferor Companies in respect of the profits or activities or operation of the business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly. Further, any tax deducted at source by the

Transferor Companies/ Transferee Company on payables to Transferee Company/ the Transferor Companies respectively which has been deemed not to be accrued, shall be deemed to be advance taxes paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

13.7. Obligation for deduction of tax at source on any payment made by or to be made by the Transferor Companies under the Income-tax Act, 1961, service tax laws, customs law, state value added tax, Goods and Service tax laws or other applicable laws / regulations dealing with taxes/ duties / levies shall be made or deemed to have been made and duly complied with by the Transferee Company.

13.8. Without prejudice to the generality of the above, all benefits, incentives, losses, credits (including, without limitation income tax, tax on book profits, service tax, applicable state value added tax, goods and service tax etc.) to which the Transferor Companies are entitled to in terms of applicable laws, shall be available to and vest in the Transferee Company.

14. CONTRACTS, DEEDS, CONSENTS AND OTHER INSTRUMENTS

14.1. Upon the coming into effect of this Scheme and subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements, instruments, licenses, engagements, certificates, permissions, consents, approvals, concessions and incentives (minimum alternative tax, sales tax, excise duty, custom duty, service tax, value added tax, goods and service tax and other incentives), remissions, remedies, subsidies, guarantees and other instruments, if any, of whatsoever nature to which the Transferor Companies are a party or to the benefit of which the Transferor Companies may be eligible and which have not lapsed and are subsisting or having effect on the Effective Date shall be in full force and effect against or in favor of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary thereto.

14.2. Upon the coming into effect of this Scheme and subject to the other provisions of this Scheme, the Transferee Company may enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which the Transferor Companies will, if necessary, also be party in

order to give formal effect to the provisions of this Scheme, if so required or if so considered necessary. The Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Transferor Companies and to implement or carry out all formalities required on the part of the Transferor Companies to give effect to the provisions of this Scheme.

14.3. The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central Government, State Government or any other agency, department or other authorities concerned as may be necessary under law, for such consents, approvals and sanctions which the Transferee Company may require to own and operate the Undertakings.

14.4. The above shall not affect any transaction or proceedings or contracts or deeds already concluded by the Transferor Companies on or before the Appointed Date and after the Appointed Date till the Effective Date. The Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Companies in respect thereto as done and executed on behalf of itself.

15. LEGAL AND OTHER PROCEEDINGS

15.1. Upon the Scheme becoming effective, all legal and other proceedings including before any statutory or quasi-judicial authority or tribunal of whatsoever nature by or against the Transferor Companies pending and/or arising at the Appointed Date shall be continued and/or enforced by or against the Transferee Company only, to the exclusion of the Transferor Companies in the same manner and to the same extent as would have been continued and enforced by or against the Transferor Companies.

15.2. Further, the aforementioned proceedings shall not abate or be discontinued nor in any way be prejudicially affected by reason of merger by way of absorption of the Transferor Companies into the Transferee Company or anything contained in the Scheme.

15.3. On and from the Effective Date, the Transferee Company shall and may, if required, initiate any legal proceedings in relation to the Transferor Companies in the same manner and to the same extent as would or might have been initiated by the Transferor Companies.

16. STAFF, WORKMEN AND EMPLOYEES

16.1. On the Scheme coming into effect, all staff, workmen and employees (including those on sabbatical / maternity leave) of the Transferor Companies in service on the Effective Date shall stand transferred and vested and / or be deemed to have become staff, workmen and employees of the Transferee Company with effect from the Effective Date without any break or interruption in their service and on the terms and conditions not less favorable than those Applicable to them with reference to the Transferor Companies on the Effective Date. The position, rank and designation of the employees would however be decided by the Transferee Company.

16.2. It is expressly provided that, in so far as the gratuity fund, provident fund and super annuation fund (hereinafter referred as "Fund or Funds") created or existing for the benefit of the staff, workmen and employees of the Transferor Companies is concerned, upon the Scheme coming into effect, the Transferor Companies shall be substituted by the Transferee Company for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Fund or Funds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Companies in relation to such Fund or Funds shall become those of the Transferee Company and all the rights, duties and benefits of the staff, workmen and employees of the Transferor Companies under such Fund or Funds shall be protected, subject to the provisions of law for the time being in force. It is clarified that the services of the staff, workmen and employees of the Transferor Companies will be treated as having been continuous for the purpose of the Fund or Funds and for other benefits such as long service awards.

16.3. In so far as the Fund or Funds created or existing for the benefit of the employees of the Transferor Companies are concerned, upon the coming into effect of this Scheme, balances lying in the accounts of the employees of the Transferor Companies in the Fund or Funds as on the Effective Date shall stand transferred from the respective Fund or Funds of the Transferor Companies to the corresponding Fund or Funds set up by the Transferee Company.

17. SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of Undertaking of the Transferor Companies under Clauses on - Transfer And Vesting of Transferor Companies into Transferee Company above, the effectiveness of contracts and deeds under Clause 16 - Contracts, Deeds, Consents and Other Instruments above and continuance of proceedings by or against the Transferee Company under Clause 17 - Legal and Other Proceedings above shall not affect any transaction or proceedings or contracts or deeds already concluded by the Transferor Companies on or before the Appointed Date and after the Appointed Date till the Effective Date. The Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Companies in respect thereto as done and executed on behalf of itself.

18. BUSINESS AND PROPERTY IN TRUST FOR TRANSFEREE COMPANY

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

a) The Transferor Companies shall carry on and be deemed to have carried on their business and activities and shall stand possessed of whole of their Undertaking, in trust for the Transferee Company and shall account for the same to the Transferee Company.

b) Any income or profit accruing or arising to the Transferor Companies and all costs, charges, expenses and losses (including brought forward losses, book losses, etc.) or taxes (including but not limited to advance tax, tax deducted at source, minimum alternative tax, credit, taxes withheld, etc.), incurred by the Transferor Companies shall for all purposes be treated as the income, profits, costs, charges, expenses and losses or taxes, as the case may be, of the Transferee Company and shall be available to the Transferee Company for being disposed off in any manner as it thinks fit.

19. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

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

a. The Transferor Companies shall carry on their business with reasonable diligence and in the same manner as they have been doing hitherto in normal course.

b. The Transferor Companies shall carry on its business and activities with reasonable diligence, business prudence and shall not without the prior consent in writing of any of the persons authorized by Board of Directors of the Transferee Company;

i. Sell, alienate, charge, mortgage, encumber, or otherwise deal with or dispose of the assets comprising the undertaking or any part thereof or undertake any financial commitments of any nature whatsoever, except in the ordinary course of business.

ii. Nor shall undertake any new business or substantially expand its business.

19.2. With effect from the Effective Date, the Transferee Company shall commence and carry on and shall be authorized to carry on the businesses carried on by the Transferor Companies.

19.3. The Transferor Companies shall continue to comply with the provisions of the Act, including those relating to preparation, presentation, circulation and filing of accounts as and when they become due for compliance.

19.4. The Transferor Companies shall not make any modification to its capital structure either by an increase (by issue of rights shares, bonus shares, convertible debentures or otherwise), decrease, reclassification, sub-division or re-organization, or in any other manner whatsoever, except by mutual consent of the Board of Directors of Transferor Companies and Transferee Company, as the case may be.

20. DISSOLUTION OF THE TRANSFEROR COMPANIES

20.1. Pursuant to the Effective Date, the Transferor Companies shall, without any further act or deed, matter or thing, stand dissolved without winding up.

20.2. On and with effect from Effective Date, the name of the Transferor Companies shall be struck off from the records of the appropriate Registrar of Companies.

20.3. Even After the scheme become effective, the Transferee Company shall be entitled to operate all bank accounts relating to Transferor Companies and realize all the monies and complete and enforce all pending contracts and transactions in the name of Transferor Companies insofar as may be necessary until the transfer and vesting of rights and obligation of Transferor Companies to the Transferee Company under this scheme is formally effected by the parties concerned.

21. RATIFICATION OR VALIDITY OF EXISTING RESOLTUIONS

The Transferee Company shall accept all acts, deeds and things relating to the Undertaking and executed by and/or on behalf of Transferor Companies on and after the Appointed Date as acts, deeds and things done and executed by and/or on behalf of the Transferor Companies. The resolutions of Transferor Companies as are considered necessary by the Board of Directors of the Transferee Company which are validly subsisting be considered as resolution of the Transferee Company. If any such resolutions have 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 Transferee Company.

22. MUTATION OF PROPERTY

Upon the Scheme coming into effect and with effect from the Appointed Date, the title to the immovable properties including development rights, of the Transferred Undertakings shall be deemed to have been mutated and recognised as that of the Transferee Company and the mere filing of the certified true copy of the vesting order of the Tribunal sanctioning the Scheme with the appropriate Registrar or Sub registrar of Assurances or with the relevant Government agencies shall suffice as record of continuing title of the immovable properties including development rights of the Transferred Undertakings with the Transferee Company pursuant to the Scheme becoming effective and shall constitute a deemed mutation and substitution thereof.

23. REVISION OF ACCOUNTS AND TAX FILINGS, MODIFICATION OF CHARGE.

23.1. Upon this Scheme becoming effective and from the Appointed Date, the Transferee Company is expressly permitted to revise and file its income tax returns and other statutory returns, including tax deducted at source returns, services tax returns, excise tax returns, sales tax and value added tax returns, as may be applicable and has expressly reserved the right to make such provisions in its returns and to claim refunds or credits etc. if any. Such returns may be revised and filed notwithstanding that the statutory period for such revision and filing may have lapsed.

23.2. Filing of the certified copy of the order of the NCLT sanctioning this Scheme with the relevant Registrar of Companies, Maharashtra, Mumbai shall be deemed to be sufficient for creating or modifying the charges in favour of the secured creditors, if any, of the Transferor Company, as required as per the provisions of this Scheme.

24. APPLICATIONS TO THE NCLT OR SUCH OTHER APPROPRIATE AUTHORITY

24.1. The Transferor Companies and the Transferee Company shall, with all reasonable dispatch, make Applications to the NCLT or such other appropriate authority under Sections 230 of the Act, seeking orders for dispensing with or convening, holding and conducting of the meetings of the respective classes of the shareholders of the Transferor Companies and the Transferee Company as may be directed by the NCLT or such other appropriate authority.

24.2. On the Scheme being agreed to by the requisite majorities of the classes of the shareholders and of the Transferor Companies and the Transferee Company, whether at a meeting or otherwise, as prescribed under law and / or as directed by the NCLT or such other appropriate authority, the Transferor Companies and the Transferee Company shall, with all reasonable dispatch, apply to the NCLT or such other appropriate authority for sanctioning the Scheme under Sections 230 to 232 of the Act, and for such other order or orders, as the said NCLT or such other appropriate authority may deem fit for carrying this Scheme into effect and for dissolution of the Transferor Companies without winding-up.

25. MODIFICATIONS / AMENDMENTS TO THE SCHEME

25.1. The Transferor Companies and the Transferee Company, through unanimous approval by their Board of Directors may consent on behalf of all persons concerned, to any modifications or amendments of this Scheme or to any conditions which the NCLT and/or any other authorities under law may deem fit to approve of or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise in carrying out this Scheme and do all acts, deeds and things as may be necessary, desirable or expedient for putting this Scheme into

effect, including but not limited to withdrawal of the Scheme before the Scheme is approved by the NCLT.

25.2. For the purpose of giving effect to this Scheme or to any modification, amendment or condition thereof, the Board of Directors of the Transferee Company are authorized to give such directions and/or to take such step as may be necessary or desirable including any directions for settling any question or doubt or difficulty whatsoever that may arise.

26. CONDITIONALITIES TO THE SCHEME

26.1. This Scheme is conditional upon and subject to:

a) The approval of the Scheme by the requisite majority of the shareholders of the Transferor Companies and the Transferee Company, unless the meeting of the shareholders of either or all the companies is dispensed with by the order of the NCLT;

b) As per para 9 of SEBI Circular no SFD/DIL/SIR/2017/21 dated March 10, 2017 is applicable to this scheme, therefore it is provided in the scheme that the Transferee Company will provide for voting by public shareholders through E-voting and will disclose all the material facts in the explanatory statement, to be sent to the shareholders in relation to said resolution.

c) As per para 9 of SEBI Circular no SFD/DIL/SIR/2017/21 dated March 10, 2017 is applicable to this scheme, the Scheme shall be acted upon only if the votes cast by the public shareholders in favor of the proposal are more than the number of votes cast by the public shareholders against it.

d) Securities and Exchange Board of India and Stock Exchanges approving this scheme and the other transactions contemplated in this scheme;

e) Sanctions under the provisions of Sections 230 and 232 of the Act and the necessary orders of NCLT under Section 232 of the Act being obtained and filed with the Registrar of Companies, Mumbai;

27. EFFECT OF NON RECEIPT OF APPROVALS / SANCTIONS AND / OR REVOCATION OF THE SCHEME

27.1. In the event of necessary sanctions and approvals not being obtained and/or complied with and/or satisfied and/or this Scheme not being sanctioned by the NCLT and/or order or orders not being passed by such date as may be mutually agreed upon by the respective Board of Directors of the Transferor Companies and the Transferee Company, this Scheme shall stand revoked, cancelled and be of no effect.

27.2. In the event of revocation under Clause 29.1 above, no rights and liabilities whatsoever shall accrue to or be incurred inter se the Transferor Companies and the Transferee Company or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the Applicable law and in such case, each Company shall bear its own costs unless otherwise mutually agreed.

27.3. The Board of Directors of the Transferor Companies and the Transferee Company shall be entitled to withdraw this Scheme anytime prior to the Effective Date.

27.4. Further, the Board of Directors of the Transferor Companies and the Transferee Company shall be entitled to revoke, cancel and declare the Scheme of no effect if the Board of Directors of the Transferor Companies and the Transferee Company are of view that the coming into effect of the Scheme in terms of the provisions of this Scheme or filing of the drawn up orders with any authority could have an adverse implication(s) on all or any of the Transferor Companies or the Transferee Company.

27.5. If any part of this Scheme hereof is invalid, ruled illegal by any NCLT of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Transferor Companies and the Transferee Company that such part shall be severable from the remainder of the Scheme. Further, if the deletion of such part of this Scheme may cause this Scheme to become materially adverse to the any of the Transferor Companies and /or the Transferee Company, then in such case the Transferor Companies and /or the Transferee Company shall attempt to bring about a modification in the Scheme, as will best preserve for the Transferor Companies and the Transferee Company the benefits and obligations of the Scheme, including but not limited to such part.

28. SEQUENCING OF EVENTS

28.1. Upon the sanction of this scheme, and upon this scheme becoming effective, the following shall be deemed to have occurred / shall occur and become effective and operative, only in the sequence and in the order mentioned hereunder;

a. Amalgamation of Transferor Companies into and with Transferee Company in accordance with Part A and Part B of the Scheme.

b. Transfer of the authorized share capital of the Transferor Companies to the Transferee Company in accordance with clause 8 of the Part B of this scheme, and consequential increase in the authorized share capital of the Transferee Company;

c. Dissolution of Transferor Companies without winding up in accordance with clause 22 of Part C of this Scheme.

d. Issue and allotment of Equity shares of the Transferee Company to the Shareholders of the Second and Third Transferor Companies as of record date.

29. IMPLEMENTATION STEPS AND PROTECTIVE COVENANTS

The Transferor Companies and the Transferee Company shall execute with one or more of their respective shareholders such agreements/ documents as may be necessary

i. For implementation of the scheme and for facilitating the integration of the business of the Transferor Companies and the Transferee Company.

ii. To provide representations, warranties and indemnities in relation to the implementation of the scheme.

The shareholders of SFIPL and MEL shall indemnify and hold harmless MIL and its directors, officers, representatives, partners, employees and agents (collectively, the "**Indemnified Persons**") for losses, liabilities, costs, charges, expenses (whether or not resulting from third party claims), including those paid or suffered pursuant to any actions, proceedings, claims and including interests and penalties discharged by the Indemnified Persons which may devolve on Indemnified Persons on account of amalgamation of SFIPL and MEL into MIL but would not have been payable by such Indemnified Persons otherwise, in the form and manner as may be agreed amongst MIL and the shareholders of SFIPL and MEL.

30. REMOVAL OF DIFFICULTIES

The Transferor Companies and the Transferee Company may, through mutual consent and acting through the respective board of directors, agree to take steps, as may be necessary, desirable or proper, to resolve all doubts, difficulties or questions, whether by reason of any orders of the National Company Law Tribunal or any directives or orders of any governmental authorities or otherwise rising out of, under or by the virtue of this scheme in relation to the arrangement contemplated in this scheme and / or matters concerning or connected therewith.

31. SEVERABILITY

If any part of this scheme is invalid, ruled illegal by any court / governmental authority, or unenforceable under present or future laws, then it is the intention of the Transferee Company and the Transferor Companies that such part shall be severable from the reminder of this scheme and this scheme shall not be affected thereby, unless the deletion of such part shall cause this scheme to become materially adverse to either the Transferee Company or any of the Transferor Company, in which case the Transferee Company and Transferor Companies may, through mutual consent and acting through their respective board of directors, attempt to bring about appropriate modification to this scheme, as will best preserve for each of them, the benefits and obligation of this scheme, including but not limited to such part.

32. REPEAL AND SAVINGS

32.1. The Transfer of assets, Liabilities and business to, and the continuance of proceedings by or against, the Transferee Company as envisaged in this scheme shall not affect any transaction or proceedings already conclude by the Transferor Companies or the Transferee Company on or before the Effective Date, to the end and intend that the Transferee Company shall be automatically deemed to accept and adopt all such acts, deed and things done or executed by Transferor Companies.

33. COSTS, CHARGES AND EXPENSES

33.1. All taxes including duties (including the adjudication charges/ fees and stamp duty, if any, applicable in relation to this Scheme), levies and all other similar expenses, if any (save as expressly otherwise agreed) of the Transferor Companies and the Transferee Company arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne and paid by the Second Transferor Company and Third Transferor Company and / or their respective shareholders.

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