

SCHEME OF ARRANGEMENT
BETWEEN
SILVERLINE INVESTMENT AND FINANCE PRIVATE LIMITED
WITH
NSPIRA MANAGEMENT SERVICES PRIVATE LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS
UNDER SECTION 230 TO 232 OF THE COMPANIES ACT, 2013

PREAMBLE

The Scheme of Arrangement provides for the Merger of **SILVERLINE INVESTMENT AND FINANCE PRIVATE LIMITED** (hereinafter referred to as “Transferor Company”) with **NSPIRA MANAGEMENT SERVICES PRIVATE LIMITED** (hereinafter referred to as “Transferee Company”) and its shareholders and creditors pursuant to sections 230 to 232 of the Companies Act, 2013 and other applicable provisions and rules as amended thereon (hereinafter referred to as “Companies Act”).

I. Transferor Company

a. Incorporation

Transferor Company is incorporated as **SILVERLINE INVESTMENT AND FINANCE PRIVATE LIMITED** on 22nd March 2023 bearing CIN: U64990TS2023PTC171308 under the Companies Act. The Registered Office of the Transferor Company is situated at F. No.2600, Belmont Block, Lodha Bellezza Apts, IV-Phase, KPHB, Kukatpally, Hyderabad - 500072, Telangana.

b. Objects

- 1) To carry on and undertake the business of financing including activities such as investment and acquisition, purchase, hold, sell or otherwise deal in securities, pass through certificates, shares, stocks, securitized assets, equity linked securities, debentures, debenture stocks, bonds, share warrants, commercial papers, bill discounting, acknowledgements, deposits notes, obligations, futures, calls, derivatives, currencies, commodities, bonds, government securities and any other permissible securities and to secure repayment or the performance of any obligation and to enter into guarantees, contracts of

indemnity and suretyship of all kinds and take mortgage, pledge, charge, security of leasehold and freehold land, shares, securities, stocks, merchants and other property and assets upon such terms and subject to such conditions as may seem expedient.

- 2) To carry on the business of consultants in various fields including, but not limited to finance, management, insurance, legal, industrial, business management, cost accounting, taxation, investments, wealth management, recruitment personnel management, inventory control, import, export and other technical or nontechnical consultants, consultancy in the business of management of educational institution, educational consultancy, consultancy in providing effective and empowering educational leadership, brand licensing and protection, consultancy in developing various technology and non-technology based teaching, learning, assessment and governance solutions in accordance with applicable law and to undertake part in the management supervision or control of the operation or business of any person, firm, body corporate, association or other undertaking and, if necessary, for such purpose to appoint and remunerate any offices of

the company, accountants or other experts or agents to do all incidental and allied activities necessary for the attainment of this object, in India and elsewhere.

c. **Share Capital**

The Authorised, Issued, Subscribed and Paid-up share capital of the **Transferor Company** as on 30 September, 2023 is as under:

Particulars	30 Sep 2023	31 Mar 2023
	Amount in Rs.	
Authorised Share Capital		
1,00,000 equity shares of Rs. 10/- each	10,00,000	10,00,000
Issued, Subscribed and Paid up Share Capital		
50,000 equity shares of Rs. 10/- each	5,00,000	5,00,000

II. Transferee Company

a. Incorporation

Transferee Company is incorporated as **NSPIRA MANAGEMENT SERVICES PRIVATE LIMITED** on 26th June 2013 bearing CIN: U74900AP2013PTC088609 under the Companies Act. The Registered Office of the Transferee Company was originally situated at Flat No 401, Sharadha Edifice, Vittalwadi, Himayath Nagar, Hyderabad – 500029 and on 2nd April 2015 shifted to 10th Floor, Melange Towers, No. 80-84, Patrika Nagar, Hitech City, Madhapur, Hyderabad – 500 081.

b. Objects

1. To carry on, in India or elsewhere, the business of management of educational institutions, educational consultancy and admissions in India and abroad, providing effective and empowering educational leadership, providing an educational foundation for various streams and courses of education and ensuring effective management systems within educational institutions including pre-school centres, schools, pre-university colleges,

junior colleges, professional colleges, colleges and universities for graduate, post graduate and higher educational courses and other formal and informal coaching or learning centres.

2. To carry on, in India or elsewhere, the business of assisting in establishment and running of educational institutions, assisting, providing and maintenance of infrastructure facilities of educational institutions, assisting educational institutions in brand licensing and protection, undertaking and providing awareness, campaigning marketing and promotional activities and services for educational institutions and assisting educational institutions in general administration, organising seminars, lectures, functions and celebrations and conducting tests, examinations and other assessment programs.
3. To carry on, in India or elsewhere, the business of designing, developing, offering, providing and assisting in developing various technology and non-technology based teaching, learning, assessment and governance solutions, specialized training solutions, solutions spanning across all stages of education including schooling, pre-university, graduate, post-graduate, other higher education courses and vocational training courses

and various other kinds of education solutions to individuals, students, educational institutions, corporates, government bodies and other persons, entities or organisations.

4. To undertake and carry on, in India or elsewhere, the activities of fostering research, development and innovation in the administration and management of educational institutions and specified streams and courses of education, promoting educational activities and the advancement, growth and betterment of educational institutions, developing centres for vocational training, student information systems, campus management, professional development, e-content creation and management, education portals, teachers training and capacity building and marketing, distributing, exchanging, supplying, selling and promoting information, study material, guidelines, educational aids or kits and model curricula for various streams and courses of education.

Share Capital

The Authorised, Issued, Subscribed and Paid-up share capital of the **Transferee Company** as on 30 September, 2023 is as under:

Particulars	30 Sep 2023	31 Mar 2023
	Amount Rs. in million	
Authorised Share Capital		
53,69,99,990 equity of Rs.10/- each	5,369.90	5,369.90
10 Series-B equity shares of Rs.10/- each	0.00	0.00
4,52,000 Compulsorily Convertible preference shares of Rs. 2,500/- each	1130.00	1130.00
Issued, Subscribed and Paid up Share Capital		
35,01,20,010 equity shares of Rs. 10/- each	3501.20	3501.20
01 Series-B equity shares of Rs.10/- each	0.00	0.00
450,710 Compulsorily Convertible preference shares of Rs. 2,500/- each	1126.77	1126.77

V. It is proposed to merge **SILVERLINE INVESTMENT AND FINANCE PRIVATE LIMITED** (hereinafter referred to as “Transferor Company”) with **NSPIRA MANAGEMENT SERVICES PRIVATE LIMITED** (hereinafter referred to as “Transferee Company”) pursuant to sections 230 to 232 of the Companies Act, 2013 and other applicable provisions and rules as amended thereon (hereinafter referred to as “Companies Act”).

The Transferor and Transferee Company including all the stakeholders envisage the following objectives that can be achieved by the proposed arrangement:

- a) The Merger will enable the Transferee Company to make full use and benefit from the financial consultancy services being offered by the Transferor Company by providing financial assistance to the students of the educational institutions, to whom the Transferee Company provides management services, including financial assistance with respect to payment of fees by the students for availing education from such educational institutions.
- b) The Merger will enable the Transferee Company and the Transferor Company to pool their resources to their common advantage, which in turn will result in a more productive utilization of their resources and help achieve economic advantage, and efficient operation of their businesses, to the benefit of all the stakeholders.

- c) The Merger will enable the Transferee Company and the Transferor Company to efficiently manage the cash flow and revenue from the amalgamated businesses, and effectively deploy such revenue for growth opportunities and reduce the cost of operating two businesses independently.
- d) The Merger will eliminate duplication of regulatory and procedural compliances and administrative expenses and will enable better utilization of time and recourses.
- e) The Merger will enhance the net worth of the amalgamated business and will enable the amalgamated business to capitalize on future growth opportunities and potential.

The Scheme of Arrangement is divided into the following parts:

Part A - Definitions and Share Capital

Part B - Merger of **SILVERLINE INVESTMENT AND FINANCE PRIVATE LIMITED** with **NSPIRA MANAGEMENT SERVICES PRIVATE LIMITED.**

Part C - General Terms & Conditions

PART A – DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

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

- 1.1 ***“Act”*** or ***“the Act”*** means the Companies Act, 2013 and shall include any statutory modifications, re-enactment or amendments thereof for the time being in force.
- 1.2 ***“Appointed Date”*** means 01 November 2023 or such other date as may be fixed or approved by National Company Law Tribunal or any other appropriate authority.
- 1.3 ***“Board of Directors”*** or ***“Board”*** shall mean the Directors of Transferor Company and/ or Transferee Company.

- 1.4 ***“Effective Date”*** means the latest date on which the certified copies of the order of the National Company Law Tribunal Hyderabad Bench, sanctioning the Scheme are filed with the Registrar of Companies, Hyderabad, Telangana, respectively by the Transferor and the Transferee Company. Any references in the Scheme to **“UPON THE SCHEME BECOMING EFFECTIVE”** or **“EFFECTIVENESS OF THE SCHEME”** or **“SCHEME COMING INTO EFFECT”** shall mean the **“APPOINTED DATE”**.
- 1.5 ***“NCLT”*** means the Hon’ble National Company Law Tribunal Hyderabad Bench at Hyderabad having jurisdiction in relation to the Transferor and the Transferee Company.
- 1.6 ***“Record Date”*** means the date to be fixed by the Board of the Transferee Company for determining thereof after the Effective Date, for the purposes of determining the members of the Transferor Company to whom New Equity Shares in Transferee Company shall be allotted pursuant to the Scheme;

- 1.7 ***“Scheme”*** or ***“the Scheme”*** or ***“this Scheme”*** means this Scheme of Arrangement for Merger of **SILVERLINE INVESTMENT AND FINANCE PRIVATE LIMITED** with **NSPIRA MANAGEMENT SERVICES PRIVATE LIMITED** and its shareholders and creditors in its present form as submitted to/ approved or directed by the NCLT or this Scheme with such modification(s), if any made, as per Clause 17 of the Scheme.
- 1.8 ***“Transferor Company”*** shall mean **SILVERLINE INVESTMENT AND FINANCE PRIVATE LIMITED.**
- 1.9 ***“Transferee Company”*** shall mean **NSPIRA MANAGEMENT SERVICES PRIVATE LIMITED.**
- 1.10 ***“Undertaking of the Transferor Company”*** shall mean and include the whole of assets, properties, liabilities and the undertaking of the

Transferor Company existing as on the Appointed Date and specifically include the following (without limitation):

- (i) The whole of the undertaking of the Transferor Company as a going concern, including all secured and unsecured debts, if any, liabilities, duties and obligations and all the assets, properties, rights, titles and benefits, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but without being limited to land and building (whether owned, leased, licensed), all fixed and movable plant and machinery, vehicles, fixed assets, work in progress, current assets, investments, reserves, provisions, funds, licenses including licenses, registrations, copyrights, patents, trade secrets, know-how, trade names, trademarks and other rights and licenses in respect thereof, applications for copyrights, patents, trade names, trademarks, leases, licenses, tenancy rights, premises, ownership flats, hire purchase and lease arrangements, lending arrangements, benefits of security

arrangements, computers, office equipment, telephones, telexes, facsimile connections, internet connections, communication facilities, equipment and installations and utilities, electricity, water and other service connections, benefits of agreements, contracts and arrangements, powers, authorities, permits, allotments, approvals, consents, privileges, liberties, advantages, easements and all the right, title, interest, goodwill, benefit and advantage, deposits, reserves, provisions, advances, receivables, deposits, funds, cash, bank balances, accounts and all other rights, benefits of all agreements, subsidies, grants, Minimum Alternate Tax, tax credits (including but not limited to credits in respect of income tax, sales tax, value added tax, turnover tax, service tax, etc.), Software License, Intellectual Property Rights, Domain / Websites etc., in connection / relating to the Transferor Company and other claims and powers of whatsoever nature and where so ever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Company, existing as on the Appointed Date.

- (ii) All staff, workmen, and employees, if any, of the Transferor Company in service on the Effective Date.

- (iii) All records, files, papers, information, computer programs, manuals, data, catalogues, quotations, sales advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information and other records, whether in physical form or electronic form of the Transferor Company existing as on the Appointed Date.

1.11 Any references in the Scheme to “upon the Scheme becoming effective” or “effectiveness of the Scheme” or “Scheme coming into effect”, pursuant to section 230 to 232 of the Act, shall mean the Appointed Date.

1.12 All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996 and other applicable

laws, rules, regulations, bye laws, as the case may be, including any statutory modification or re-enactment thereof from time to time.

PART B

MERGER OF TRANSFEROR COMPANY WITH TRANSFeree COMPANY

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 Hon'ble NCLT or made as per Clause 17 of the Scheme, shall be effective from the Appointed Date.

3. MERGER OF THE TRANSFEROR COMPANY WITH THE TRANSFeree COMPANY

- 3.1 Subject to the provisions of this Scheme as specified hereinafter and with effect from the Appointed Date, the Undertaking of the Transferor Company, as defined in Clause 1.8 including all the debts, liabilities,

duties, contracts, work orders, business arrangements, pending litigations and obligations of the Transferor Company of every description and also including, without limitation all the movable and immovable properties and assets (whether tangible or intangible) of the Transferor Company comprising, amongst others, all furniture and fixtures, investments computers/ data processing, office equipment, electrical installations, telephones, telex, facsimile and other communication facilities, deposits, reserves, provisions, advances, receivables, deposits, funds, cash, bank balances and business licenses, permits, authorizations, approvals, registrations, lease, tenancy rights, permissions, incentives, if any, and all other rights, patents, know-how, trademark, service mark, trade secret or other intellectual property rights, proprietary right, title, interest, contracts, consent, approvals and rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals, if any, existing as on Appointed Date, shall, under the provisions of Sections 230 to 232 of the Act, and pursuant to the order of the Hon'ble NCLT sanctioning this Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the

Effective Date, be transferred and/or deemed to be transferred to and vested in the Transferee Company so as to become the properties, assets, rights, debts, liabilities, duties, pending litigations and obligations of the Transferee Company.

- 3.2 The assets to be transferred from the Transferor Company to the Transferee Company, held by the Transferor Company prior to the Effective Date, includes all securities in the nature of compulsorily convertible debentures, optionally convertible debentures, non-convertible debentures, as the case may be, and any security provided thereon.
- 3.3 With effect from the Appointed Date, all statutory licenses, permissions, approvals, registrations or consents to carry on the operations of the Transferor Company, if any, existing as on Appointed Date 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 concerned in favour of the Transferee Company upon the vesting and transfer of business, assets and liabilities of the Transferor

Company pursuant to this Scheme. The benefit of all statutory and regulatory permissions, licenses, approvals and consents, registrations shall vest in and become available to the Transferee Company pursuant to this Scheme.

3.4 With effect from the Appointed Date all debts, including debentures, liabilities, duties and obligations of the Transferor Company existing as on the Appointed Date whether provided for or not in the books of account of the Transferor Company and all other liabilities which may accrue or arise after the Appointed Date but which relate to the period on or up to the day of the Appointed Date shall be the debts, liabilities, duties and obligations of the Transferee Company including any encumbrance on the assets of the Transferor Company or on any income earned from those assets and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen, in order to give effect to the provisions of this Clause.

3.5 The transfer and vesting as aforesaid shall be subject to the existing charges/ hypothecation / mortgages, if any, as may be subsisting and agreed to be created over or in respect of the said assets or any part thereof, provided however, any reference in any security documents or arrangements to which the Transferor Company is a party wherein the assets of the Transferor Company have been or are offered or agreed to be offered as security for any financial assistance or obligations shall be construed as reference only to the assets pertaining to the Transferor Company and vested in the Transferee Company by virtue of this Scheme to the end and intent that the charges shall not extend or deemed to extend to any assets of the Transferee Company.

PROVIDED always that the Scheme shall not operate to enlarge the security for any loan, deposit or facility availed of by the Transferor Company and the Transferee Company shall not be obliged to create any further or additional security thereof after the Effective Date or otherwise.

3.6 All taxes, duties, cess, if any, payable by the Transferor Company including all or any refunds / claim(s) / credit(s) including any Minimum Alternate Tax credit under Section 115JAA of the Income-tax Act, 1961, expenses incurred by the Transferor Company but deduction to be claimed on payment basis / on compliance with withholding tax provisions (as the case may be) under Sections 43B, 40(a)(i) and 40(a)(ia) of the Income-tax Act, 1961 (if any), pertaining to the period(s) prior to the Appointed Date shall be treated as the liability or refunds / claim(s) / credit(s), as the case may be, of the Transferee Company.

3.7 All staff, workmen and employees, including permanent or temporary or contractual, if any, engaged in the Transferor Company as on the Effective Date shall stand transferred to the Transferee Company, without any further act or deed to be done by the Transferor Company or the Transferee Company and, subject to the provisions hereof, on terms and conditions not less favorable than those on which they are engaged by the Transferor Company, without any interruption of service as a result of the merger of the Transferor Company into the Transferee Company.

3.7 All items as detailed under Para 3.1, 3.2, 3.3, 3.4, 3.5 and 3.6 in relation to the Transferor Company shall stand transferred to or vested in the Transferee Company, without any further act or deed done by the Transferor Company or the Transferee Company.

3.8 Upon the Scheme becoming effective, all the creditors of the Transferor Company would become the creditors of the Transferee Company and the Transferee Company would fulfill / honour all the debts and liabilities relating to the Transferor Company, including all of the dues of the statutory creditors, in normal course of business. The Scheme shall not in any manner affect the rights of any of the creditors of the Transferor Company.

3.9 Without prejudice to the above provisions, with effect from the Appointed Date, all inter-party transactions between the Transferor Company and the Transferee Company, if any, shall be considered as intra-party transactions for all purposes from the Appointed Date.

3.10 The transfer of assets and liabilities and the continuance of proceedings by the Transferee Company as stated above shall not affect any transaction or proceedings already concluded by the Transferor Company to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in regard thereto as done and executed by the Transferee Company on behalf of itself.

4. CONSIDERATION & SHARE EXCHANGE RATIO

4.1 Upon the Scheme being effective and in consideration of the transfer and vesting of the Undertaking of the Transferor Company with the Transferee Company in terms of the Scheme, the Transferee Company shall, subject to the provisions of Act, without any further application, act, instrument or deed, issue and allot to the equity shareholders of the Transferor Company, whose names are registered in the register of members and / or on records of the Depositories as the case may be, of the Transferor Company or his/her/its legal heirs, executors or administrators or, as the case may be, successors-in-title, as the case may be, fully paid up equity shares of Transferee Company in the following proportion viz.,

“7 (Seven) fully paid up equity shares of face value of INR 10/- (Rupees Ten only) each of the Transferee Company shall be issued and allotted for every 100 (Hundred) fully paid up equity share of face value of INR 10/- (Rupees Ten only) each held by shareholders in the Transferor Company totalling to 3500 equity shares of the Transferee Company (hereinafter referred to as “New Equity Shares”)

4.2 The New Equity Shares would be attached with rights hereto as under:

- a) The New Equity Shares to be issued and allotted by the Transferee Company in terms hereof will be subject to memorandum of association and articles of association of the Transferee Company and shall rank pari-passu with the existing equity shares of the Transferee company in all respects including dividend.

- b) The Transferee Company shall, if and to the extent required, apply for and obtain any approval from concerned regulatory authorities for the issue

and allotment of New Equity Shares to the members of the Transferor Company, as the case may be, under the Scheme.

c) Upon the Sanction of the Scheme, the Authorised Capital of the Transferor Company as on Appointed Date shall be added to the Authorised Capital of the Transferee Company without payment of any further fee. However, the Transferee Company shall, to the extent required after considering the above addition of Authorised Capital of Transferor Company to that of Transferee Company and have its Authorised Share Capital increased in order to issue New Equity Shares under the Scheme.

4.3 The New Equity Shares to be issued to the members of the Transferor Company under clause 4.1 shall be in multiples of 1. Any issue of fractional shares as per clause 4.1, shall be rounded-off to the next whole number.

4.4 The issue and allotment of New Equity Shares by the Transferee Company to the members of the Transferor Company as the case may be, as provided in the Scheme is an integral part thereof and shall be deemed

to have been carried out as if the procedure laid down under Section 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Act were duly complied with.

- 4.5 For the purpose of issue of New Equity Shares to the members of the Transferor Company, the Transferee Company shall, if and to the extent required, apply for and obtain the required statutory approvals and approvals of other concerned regulatory authorities/Central Government Departments/any other connected approvals, if any for the issue and allotment by the Transferee Company of such equity shares.

5. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEREE COMPANY

On the Scheme becoming effective, the Transferee Company shall account for merger in its books of accounts in accordance with Indian Accounting Standards ('Ind AS') 103 - Business Combinations, notified under Section 133 of the Companies Act 2013 read with the Companies

(Indian Accounting Standards) Rules, 2015 (Ind AS), amended and other generally accepted accounting principles applicable in India, as follows:

- 5.1 All the assets, liabilities and reserves of the Transferor Company shall be transferred to and vested in Transferee Company shall be recorded in the books of the Transferee Company at their respective carrying amounts and in case if consolidated financial statements is prepared by Transferee Company, all the assets and liabilities of Transferor Company shall be recorded in the books of the Transferee Company at their carrying amounts as appearing in the consolidated financial statements of the Transferee Company, being the Holding Company of the Transferor Companies.
- 5.2 Inter-corporate balances, investments and dues, between the Transferor Company and the Transferee Company shall stand cancelled and there shall be no further obligation/outstanding in that behalf.
- 5.3 In case of any differences in accounting policy between the Transferor

Company and the Transferee Company, the impact of such differences shall be quantified and adjusted to the revenue reserves of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

- 5.4 The Transferee Company shall credit to its share capital account, the aggregate face value of the equity shares issued by it to existing shareholders of Transferor Company pursuant to Clause 4.1 of Part B of this Scheme..
- 5.5 The difference, if surplus, between (a) the carrying value of assets, liabilities and reserves pertaining to the Transferor Company recorded as per Clauses 5.1 above as adjusted by 5.2 above, and (b) the amount recorded as share capital issued by transferee company in terms of Clause 5.4 above, if surplus, will be credited to capital reserves and presented separately from other capital reserves of the Transferee Company. In case of deficit, adjusted to existing capital reserves or

revenue reserves of Transferee Company, in that order, and if the Transferee Company has no reserves or has inadequate reserves, then the remaining deficit will be debited to an account titled 'Amalgamation Adjustment Deficit Account'.

- 5.6 Prior period financial information in the financial statements of the Transferee Company shall be restated for the accounting impact of merger, as if the business combination had occurred from the beginning of the preceding period or from the date from which the Transferor Company and Transferee Company came under common control, whichever is later, irrespective of actual date of the combination.

PART C - GENERAL TERMS AND CONDITIONS

6. **CONSEQUENTIAL MATTERS RELATING TO TAX AND COMPLIANCE WITH LAW**

6.1 Upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise Transferor Company income-tax returns, sales tax returns, excise & CENVAT returns, service tax / GST returns, other tax returns, and to restore as input credit of service tax adjusted earlier or claim refunds / credits.

6.2 The Transferee Company is also expressly permitted to claim refunds, credits, including restoration of input GST credit, tax deduction in respect of the Transferor Company.

6.3 In accordance with the Rules framed under GST Act, as are prevalent on the Effective Date, the unutilized credits relating to GST / excise duties / service tax paid on inputs / capital goods / input services lying in the accounts of the Transferor Company shall be permitted to be transferred to the credit of the Transferee Company, as if all such unutilized credits were lying to the account of the Transferee Company. The Transferee Company shall accordingly be entitled to set off all such unutilized credits against the GST / excise duty / service tax payable by it.

6.4 With respect to indirect taxes such as GST, VAT, Service Tax, Central Excise Act etc. the applicable Good and Service Tax law as prevailing on the Effective Date would apply to the Transferee Company with respect to indirect taxes and credits pertaining to the Transferor Company.

6.5 Upon the Scheme becoming effective, unabsorbed tax losses and unabsorbed tax depreciation of the Transferor Company, if any, till the Appointed Date, would accrue to the Transferee Company in accordance with the provisions of the Income Tax Act, 1961.

6.6. This Scheme has been drawn up to comply with the conditions relating to “Arrangement” as specified under the tax laws, including Section 2(1B) and other relevant sections of the Income tax Act, 1961. If any terms or provisions of the Scheme are found to be or interpreted to be inconsistent with any of the said provisions at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provisions of the tax laws shall prevail. The Scheme shall then stand modified to the extent determined necessary to comply with the said provisions.

Such modification will however not affect other parts of the Scheme. The power to make such amendments as may become necessary shall vest with Boards of the Transferor Company and the Transferee Company, which power shall be exercised reasonably in the best interests of the Transferor and Transferee Company concerned.

7. TRANSACTIONS BETWEEN APPOINTED DATE AND EFFECTIVE DATE

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

7.1 The Transferor Company shall be deemed to have held and stood possessed of and shall hold and stand possessed of all their properties and assets for and on account of and in trust for the Transferee Company. The Transferor Company hereby undertake to hold its said assets with utmost prudence until the Effective Date.

7.2 The Transferor Company shall carryon their activities with reasonable diligence, business prudence and shall not, except in the ordinary course of business or without prior written consent of the Transferee Company to alienate

charge, mortgage, encumber or otherwise deal with or dispose of the Transferor Company or part thereof.

7.3 It is clarified that any advance tax paid / Tax Deduction at Source (“TDS”) credits / TDS certificates received by the Transferor Company shall be deemed to be the advance tax paid by / TDS credit / TDS certificate of the Transferee Company.

7.4 All the profits or income, if any, accruing or arising to the Transferor Company or expenditure or losses, if any, arising or incurred or suffered by the Transferor Company shall for all purposes be treated and be deemed to be and accrue as the income or profits or losses or expenditure as the case may be of the Transferee Company.

7.5 The Transferor Company shall not vary the terms and conditions of employment of any of the employees, existing as on the Effective Date, except in the ordinary course of business or without the prior consent of the Transferee Company or pursuant to any pre-existing obligation undertaken by the Transferor Company as the case may be prior to the Effective date.

7.6 The Transferor Company shall not make any change in its capital structure either by any increase of Capital or admission of new Directors or in any other manner which may, in any way, affect the share exchange ratio, except by mutual consent of the respective Boards of the Transferor Company and the Transferee Company or except as may be expressly permitted.

8. EMPLOYEES OF THE TRANSFEROR COMPANY

8.1 On the Scheme becoming effective, all staff, workmen and the employees, if any, of the Transferor Company in service on the Effective Date shall be deemed to have become staff, workmen and the employees of the Transferee Company, without any break or interruption in their services, and on the basis of continuity of service, and the terms and conditions of their employment with the Transferee Company shall not be less favourable than those applicable to them with reference to their employment with the Transferor Company on the Effective Date.

8.2 It is expressly provided that, on the Scheme becoming effective, any provident fund, gratuity fund, superannuation fund or any other special fund or

trusts, if any, created or existing for the benefit of the staff, workmen and the employees of the Transferor Company in service as on the Effective Date shall become trusts/funds of 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 trust deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such fund or funds shall become those of the Transferee Company. It is clarified that, for the purpose of the said fund or funds, the service of the staff, workmen and employees, if any, of the Transferor Company will be treated as having been continuous with the Transferee Company from the date of employment as reflected in the records of the Transferor Company.

9. **VALIDITY OF EXISTING RESOLUTIONS**

9.1 Upon the coming into effect of the Scheme, the resolutions of the Transferor Company as are considered necessary by Board of Directors of the Transferee Company which are validly subsisting be considered as

resolutions of the Transferor Company. If any such resolutions have any monetary limits approved under the provisions of the Act or of any other applicable statutory provisions, then the said limits, as are considered necessary by Board of Directors of the Transferee Company, shall be added to the limits, if any, under the like resolutions passed by the Transferee Company.

10. LEGAL PROCEEDINGS

- 10.1 If any suit, appeal or other proceeding of whatever nature by or against the Transferor Company is pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings before regulators, tribunals or semi-judicial authorities, administrative authorities, courts, may be continued, prosecuted and enforced by or against the Transferee Company, as the case may be, in the same manner and to the same extent as it would or might have been

continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made.

10.2 In case of any litigation, suits, recovery proceedings which are to be initiated or may be initiated against the Transferor Company, the Transferee Company shall be made party thereto and any payment and expenses made thereto shall be the liability of the Transferee Company.

11. CONTRACTS AND DEEDS

11.1 Subject to the other provisions of this Scheme, all contracts, deeds, bonds, insurance, Letters of Intent, undertakings, arrangements, policies, agreements and other instruments, if any, of whatsoever nature pertaining to the Transferor Company to which the Transferor Company is party and subsisting or having effect on the Effective Date, shall be in full force and

effect against or in favour 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 Company, the Transferee Company had been a party thereto.

11.2 The Transferee Company shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any arrangements, confirmations or novations in order to give formal effect to the provisions of this Scheme, if so required or becomes necessary. The Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.

12. STATUTORY LICENSES, PERMISSIONS, APPROVALS

12.1 With effect from the Appointed Date and upon the Scheme becoming effective, all statutory licenses, permissions, registrations, approvals,

copyrights, trademarks or consents, if any, relating to the Transferor Company 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 concerned in favour of the Transferee Company. The benefit of all statutory and regulatory permissions, environmental approvals and consents, registrations or other licenses and consents shall vest in and become available to the Transferee Company pursuant to this Scheme. In so far as the various incentives, subsidies, rehabilitation Schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by the Transferor Company are concerned, the same shall vest with and be available to the Transferee Company on the same terms and conditions.

13. SAVING OF CONCLUDED TRANSACTIONS

13.1 The Arrangement as described hereinabove and the continuance of proceedings by or against the Transferor Company, the same shall not affect any transaction or proceedings already concluded by the Transferor Company on and after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of the Transferee Company.

14. DISSOLUTION OF THE TRANSFEROR COMPANY

14.1 On the Scheme becoming effective, the Transferor Company shall stand dissolved without being wound-up.

15. CONDITIONALITY OF THE SCHEME

This Scheme is and shall be conditional upon and subject to:

- 15.1 The requisite, consent, approval or permission of the Central Government or any other statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme.
- 15.2 The Scheme being approved by the requisite majorities in number and value of such classes of persons including the respective members and/or creditors of the Transferor Company and the Transferee Company as required under the Act and as may be directed by the NCLT.
- 15.3 The sanction of the NCLT under Section 230 to 232 of the Act in favour of the Transferor Company and the Transferee Company under the said provisions and the necessary Orders under Sections 230 to 232 of the Act being obtained.
- 15.4 The certified copy of the Orders of the Hon'ble NCLT under Sections 230 to 232 of the Act sanctioning the Scheme are filed with the Registrar of Companies, Hyderabad, Telangana.

15.5 Each part in Section of the Scheme shall be given effect to as per the chronology in which it has been provided for in the Scheme. The Scheme shall be effective from the Appointed Date and operative from the Effective Date. However, failure of any one part of one Section for lack of necessary approval from the shareholders / creditors / statutory regulatory authorities shall not result in the whole Scheme failing. It shall be open to the concerned Board of Directors to consent to severing such part(s) of the Scheme and implement the rest of the Scheme as approved by the Hon'ble NCLT with such modification.

15.6 Compliance with such other conditions as may be imposed by the Hon'ble NCLT.

16. APPLICATION TO HON'BLE NCLT

16.1 The Transferor Company and Transferee Company shall, with all reasonable dispatch, make joint application or individual applications to the NCLT Bench at Hyderabad (for the State of Telangana) for sanctioning the Scheme, and for dissolution of the Transferor Company without winding up.

17. MODIFICATION OR AMENDMENTS TO THE SCHEME

17.1 Subject to approval of the Hon'ble NCLT, the Transferor Company and the Transferee Company by their respective Board of Directors, may assent to/make and/or consent to any modifications/amendments to the Scheme or to any conditions or limitations that the Hon'ble NCLT and/or any other Authority under law may deem fit to direct or impose, or which may otherwise be considered necessary, desirable or appropriate as a result of subsequent events or otherwise by them (i.e. Board of Directors).
The Transferor Company and the Transferee Company by their respective

Board of Directors are authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whatsoever for carrying the Scheme into effect, whether by reason of any directive or Order of any other authorities or otherwise howsoever, arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

18. EFFECT OF NON-RECEIPT OF APPROVALS

18.1 In the event of any approvals or conditions enumerated in the Scheme not being obtained or complied with, or for any other reason, the Scheme cannot be implemented, the Board of Directors of the Transferee Company and the Board of Directors of Transferor Company shall mutually waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, or in case the Scheme not being sanctioned by the Hon'ble NCLT, the Scheme shall become null and void and each party shall bear

and pay their respective costs, charges and expenses in connection with the Scheme.

19. COSTS, CHARGES & EXPENSES

19.1 In the event of the Scheme being sanctioned by the Hon'ble NCLT, the Transferee Company shall bear and pay all costs, charges, expenses, taxes including duties, levies in connection with the Scheme.