

SCHEME OF ARRANGEMENT AND MERGER BY ABSORPTION OF
OLIVER ENGINEERING PRIVATE LIMITED (TRANSFEROR COMPANY - I)

AND

ADICCA ENERGY SOLUTIONS PRIVATE LIMITED (TRANSFEROR COMPANY – II)

WITH

KIRLOSKAR FERROUS INDUSTRIES LIMITED (TRANSFEEE COMPANY) AND

THEIR RESPECTIVE SHAREHOLDERS

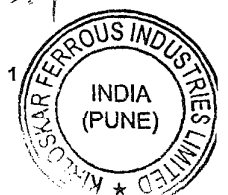
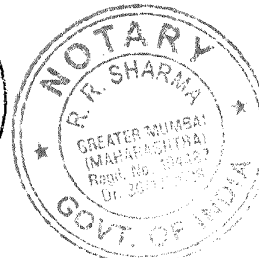
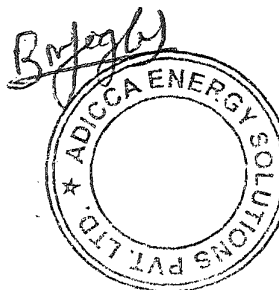
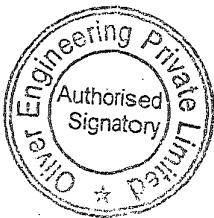
UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES
ACT, 2013

I) **PREAMBLE**

The objective of this Scheme of Arrangement and Merger by Absorption ("Scheme") is to merge and consolidate the entire business Undertakings (*as defined hereinafter*), business and operations of Oliver Engineering Private Limited ("Transferor Company - I") and Adicca Energy Solutions Private Limited ("Transferor Company – II"), collectively referred to as "Transferor Companies" into and with that of Kirloskar Ferrous Industries Limited ("Transferee Company"). Upon the absorption of the Transferor Companies by the Transferee Company pursuant to this Scheme becoming effective on the Effective Date (*as defined hereinafter*), the entire business Undertakings of the Transferor Companies shall stand transferred to and vest in the Transferee Company.

II) This Scheme is divided into following parts:

- (a) Part A – Definitions
- (b) Part B - Description of the Companies and their Background
- (c) Part C - Merger by Absorption of the Transferor Companies into and with the Transferee Company and certain additional arrangements
- (d) Part D - General terms and conditions applicable to this Scheme

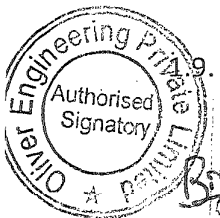


PART A
DEFINITIONS

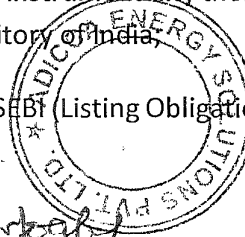
1. DEFINITIONS

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

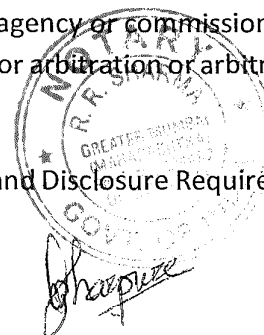
- 1.1. "Act" means the Companies Act, 2013 and the rules thereunder and will include any statutory modifications, re-enactments or amendments thereof for the time being in force;
- 1.2. "Appointed Date" means April 1, 2025;
- 1.3. "Applicable Law" means all applicable: (a) statutes, enactments, acts of legislature or parliament, laws, ordinances, codes, directives, rules, regulations, bye-laws, listing agreements, notifications, guidelines or policies of any applicable jurisdiction; and (b) administrative interpretation, writ, injunction, directions, directives, judgment, arbitral award, decree, orders or approvals required from Governmental Authorities or a recognized stock exchange;
- 1.4. "Board of Directors" or "Board" means the board of directors of the Transferor Companies or the Transferee Company, as the case may be, and shall include duly constituted committee(s) thereof;
- 1.5. "BSE" means BSE Limited;
- 1.6. "Delegate" shall have the meaning ascribed to this term in Clause 3.1 of Part D of this Scheme;
- 1.7. "Effective Date" means the latter of the dates on which the certified or authenticated copy of the order of the National Company Law Tribunal, Mumbai Bench and / or the National Company Law Tribunal, New Delhi Bench (if required), sanctioning the Scheme is filed with the appropriate Registrar of Companies, by the relevant Transferor Companies and the Transferee Company, as required under Applicable Law. Any references in this Scheme to the date of "coming into effect of this Scheme" or "effectiveness of this Scheme" or "Scheme taking effect" shall mean the Effective Date;
- 1.8. "Governmental Authority" means any applicable central, state or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction over the territory of India;
- 1.9. "LODR Regulations" means the SEBI (Listing Obligations and Disclosure Requirements),



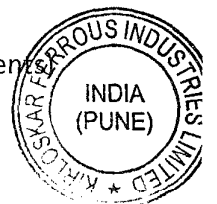
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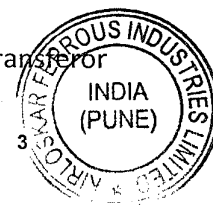
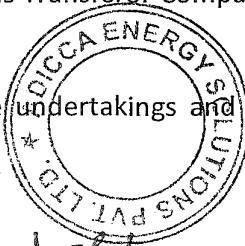
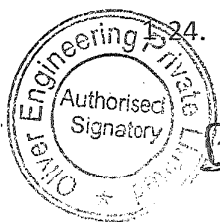


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Regulations, 2015 (as amended);

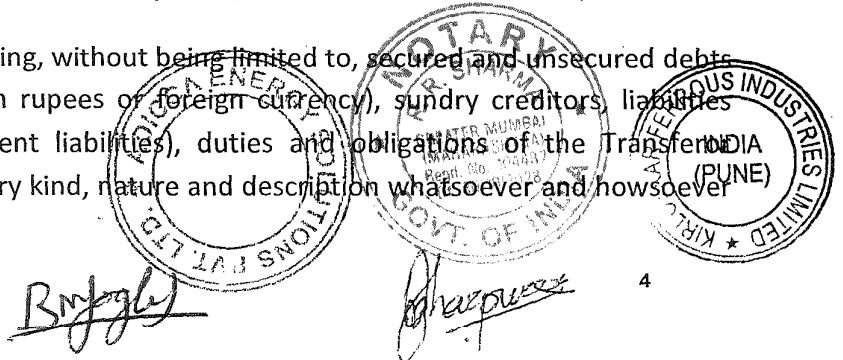
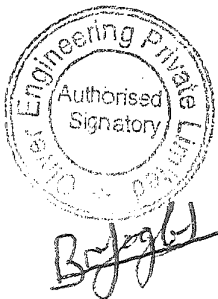
- 1.10. "NCLT Mumbai" means the National Company Law Tribunal, Mumbai Bench;
- 1.11. "NCLT Delhi" means the National Company Law Tribunal, New Delhi Bench;
- 1.12. "Parties" means the Transferor Companies and the Transferee Company, collectively;
- 1.13. "Registrar of Companies" shall mean the office of the relevant Registrar of Companies having jurisdiction over the Transferor Companies and the Transferee Company;
- 1.14. "Scheme" means this Scheme of Arrangement and Merger by Absorption between the Transferor Companies and the Transferee Company and their respective shareholders in its present form along with all the Schedules appended thereto, as submitted to the NCLT or this Scheme together with any modification(s) carried out as per provisions of this Scheme with the requisite approvals required under the Act and all other Applicable Laws;
- 1.15. "SEBI" means the Securities and Exchange Board of India;
- 1.16. "SEBI Circulars" shall mean, the circulars issued by the SEBI, being circulars bearing reference number SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023 and any amendments thereof / additional circulars issued from time to time;
- 1.17. "Transferee Company" means Kirloskar Ferrous Industries Limited as described in Part B below;
- 1.18. "Transferee Company Shares" means the fully paid-up equity shares of the Transferee Company, each having a face value of Rs. 5 each;
- 1.19. "Transferor Company - I" means "Oliver Engineering Private Limited" as described in Part B below;
- 1.20. "Transferor Company - I Shares" means the fully paid-up equity shares of Transferor Company, each having a face value of Rs.10 each;
- 1.21. "Transferor Company - II" means "Adicca Energy Solutions Private Limited" as described in Part B below;
- 1.22. "Transferor Company - II Shares" means the fully paid-up equity shares of Transferor Company - II, each having a face value of Rs.1 each;
- 1.23. "Transferor Companies" means Transferor Company - I and Transferor Company - II collectively;
- 1.24. "Undertakings" means all the undertakings and entire business of the Transferor



Companies, as a going concern, and shall include (without limitation):

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

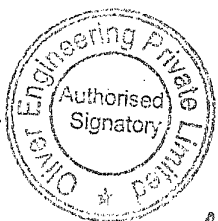
- ii. All liabilities including, without being limited to, secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors' liabilities (including contingent liabilities), duties and obligations of the Transferor Companies, of every kind, nature and description whatsoever and howsoever



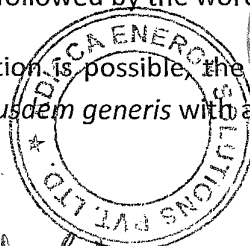
- arising, raised or incurred or utilised;
- iii. All agreements, rights, contracts, entitlements, permits, licenses, approvals, authorizations, concessions, consents, quota rights, engagements, arrangements, assignments, authorities, allotments, security arrangements (to the extent provided herein), benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the business activities and/ or operations of the Transferor Companies;
 - iv. All records, files, papers, computer programs, systems, manuals, data, catalogues, sales material, lists of customers and suppliers, other customer information and all other records and documents relating to the business activities and operations of the Transferor Companies;
 - v. All intellectual property rights of any nature or form whatsoever, recognized under any Applicable Law (whether proprietary or otherwise), whether in physical or electronic form relating to business activities and operations of the Transferor Companies;
 - vi. Any statutory licenses, permissions, registrations or approvals or consents held by the Transferor Companies required to carry on the operations, including but not limited to various incentives, subsidies, grants, rehabilitation scheme, special status and other benefits or privileges shall vest with and be available to the Transferee Company on the same terms and conditions as applicable to the Transferor Companies, as if the same had been allotted and/ or granted and/ or sanctioned and/ or allowed to the Transferee Company; and
 - vii. All employees (if any) engaged by the Transferor Companies as on the Effective Date.

1.25. In this Scheme, unless the context requires otherwise:

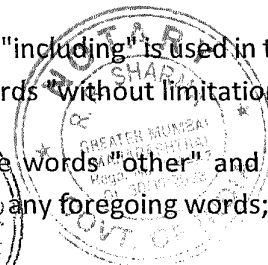
- (i) the headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Scheme;
- (ii) the terms "hereof", "herein", or similar expressions used in this Scheme mean and refer to this Scheme and not to any particular clause of this Scheme;
- (iii) wherever the word "include", "includes", or "including" is used in this Scheme, it shall be deemed to be followed by the words "without limitation";
- (iv) where a wider construction is possible, the words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words;



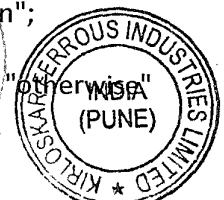
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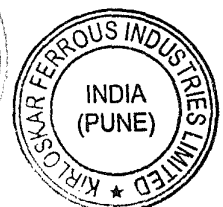
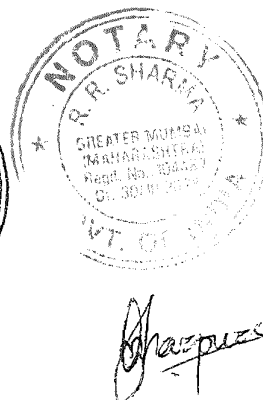
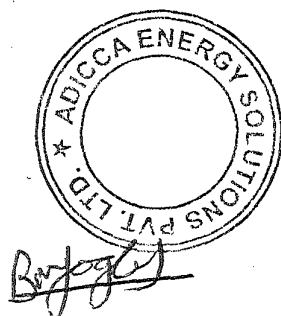
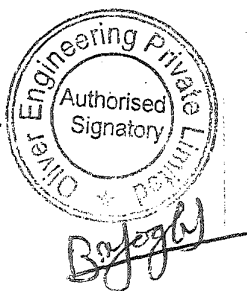


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- (v) references to clauses and recitals, unless otherwise provided, are to clauses and recitals of and to this Scheme;
- (vi) the words importing singular shall include the plural and words importing any gender shall include every gender;
- (vii) reference to any law or to any provision thereof or to any rule or regulation promulgated thereunder includes a reference to such law, provision, rule or regulation as it may, from time to time, be amended, supplemented or re-enacted or to any law, provision, rule or regulation that replaces it; and
- (viii) any reference to "Rs." or "₹" is to INR or Indian National Rupees.

1.26. All capitalized terms not defined but used in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Depositories Act, 1996 and other Applicable Laws, rules, regulations and byelaws, as the case may be, or any statutory amendment(s) or re-enactment thereof, for the time being In force.



PART B
DESCRIPTION OF COMPANIES AND BACKGROUND

1. DESCRIPTION OF COMPANIES

1.1. **OLIVER ENGINEERING PRIVATE LIMITED** (CIN: U74999DL2011PTC222377) is a company incorporated under the Companies Act, 1956, having its registered office at House Number 48, Block X, Loha Mandi, Naraina Industrial Area, New Delhi – 110028. Transferor Company - I is mainly engaged in the business of ferrous castings and machining, and has its manufacturing unit located in Rajpura, Punjab. Transferor Company - I is a wholly owned subsidiary of the Transferee Company. The entire shareholding of Transferor Company – I was acquired by the Transferee Company pursuant to the approval of the resolution plan submitted by the Transferee Company in the Corporate Insolvency Resolution Process of Transferor Company - I under the Insolvency and Bankruptcy Code, 2016, *vide* order dated 12.09.2023, passed by the Hon'ble NCLT, Delhi in IA No. 4505 of 2023 in Company Petition No. (IB)-2057(ND)/2019.

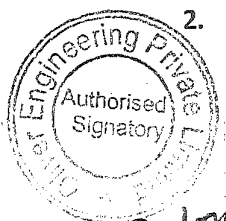
1.2. **ADICCA ENERGY SOLUTIONS PRIVATE LIMITED** (CIN: U40106PN2017PTC229366) is a company incorporated under the Companies Act, 2013, having its registered office at One Avante, Level 6, Karve Road, Kothrud, Pune, Pune City, Maharashtra, 411038. Transferor Company - II is mainly engaged in the business of executing turnkey projects for solar power systems and provides technical consultancy for planning and installing solar and other renewable energy systems.. Transferor Company - II is a wholly owned subsidiary of the Transferee Company.

1.3. **KIRLOSKAR FERROUS INDUSTRIES LIMITED** (CIN: L27101PN1991PLC063223) is a company incorporated under the Companies Act 1956, having its registered office at 'One Avante', Level 5, Karve Road, Kothrud, Pune 411038. The Transferee Company is engaged in the business of manufacturing pig iron and grey iron castings and catersto industry sectors such as tractors, automotives and diese l engines. The equity shares of the Transferee Company are listed on the BSE. The Transferee Company is the holding company of the Transferor Companies currently holds 100% of the paid up share capital of the Transferor Companies.

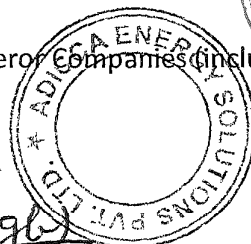
1.4. This Scheme of Arrangement and Merger by Absorption provides for merger of Transferor Companies into and with the Transferee Company pursuant to Sections 230 to 232 and other relevant provisions of the Act and applicable provisions of the Income Tax Act, 1961, the SEBI Circulars and Applicable Laws.

2. RATIONALE AND PURPOSE OF THE SCHEME

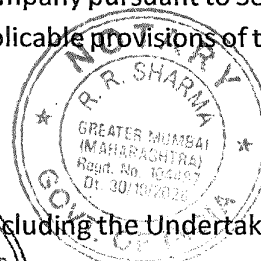
The proposed merger of the Transferor Companies (including the Undertakings of the



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Transferor Companies) into and with the Transferee Company would *inter alia* have the following benefits for all the Parties and their respective shareholders, employees, creditors and other stakeholders:

- i. Consolidation of businesses of the Transferor Companies and the Transferee Company to enable long term sustainability and growth of the merged businesses;
- ii. Streamlining of the current holding structure which would lead to a reduction in the number of companies and regulatory compliances thereof;
- iii. Better administration and cost optimization from more focused operational efforts, standardization and simplification of business processes, and the elimination of duplication, and rationalization of administrative expenses as well as compliance;
- iv. Leveraging of synergies of the Transferor Companies and Transferee Company leading to pooling of resources and achieving economies of scale; and
- v. Greater integration and flexibility to the Transferee Company and allowing the Transferee Company to strengthen its position in terms of asset base, revenues and service range.

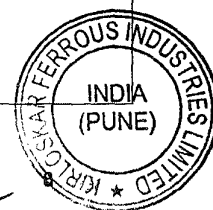
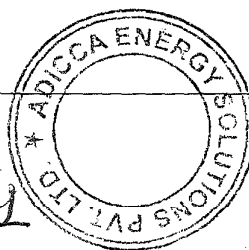
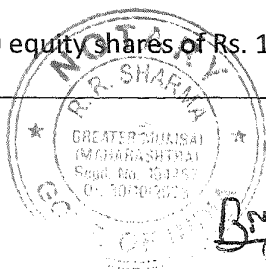
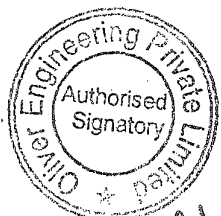
In view of the aforesaid, the Board of Directors of the Transferor Companies and the Transferee Company have considered and proposed the merger by absorption of the Transferor Companies into and with the Transferee Company for the benefit of all the stakeholders of the Transferor Companies and Transferee Company; and formulated this Scheme of merger for the transfer and vesting of the entire Undertakings and business of the Transferor Companies into and with the Transferee Company pursuant to the provisions of Section 230 to Section 232 and other relevant provisions of the Act.

3. SHARE CAPITAL

3.1. Transferor Company - I:

The total authorised, subscribed and paid-up share capital of Transferor Company – I, as on March 31, 2025, is as under:

Particulars	Rs.
Authorised share capital	9,10,00,000/-
91,00,000 equity shares of Rs. 10 each	



Issued, subscribed and paid up capital	9,00,00,000/-
90,00,000 equity shares of Rs. 10 each	

Subsequent to March 31, 2025, there is no change in the capital structure of Transferor Company - I.

3.2. Transferor Company - II:

The total authorised, subscribed and paid-up share capital of Transferor Company – I, as on March 31, 2025, is as under:

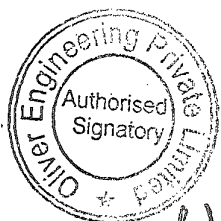
Particulars	Rs.
Authorised share capital	1,00,000/-
1,00,000 equity shares of Rs. 1 each	
Issued, subscribed and paid up capital	1,00,000/-
1,00,000 equity shares of Rs. 1 each	

Subsequent to March 31, 2025, there is no change in the capital structure of Transferor Company - II.

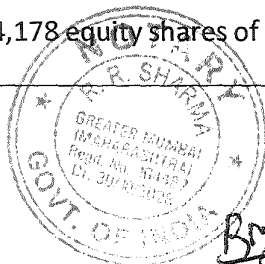
3.3. Transferee Company:

The total authorized, subscribed and paid-up share capital of the Transferee Company as on June 30, 2025, was as under:

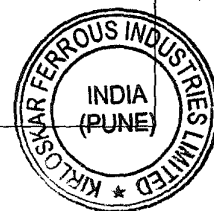
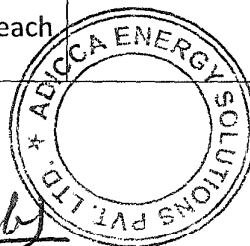
Particulars	Rs.
Authorised share capital	3,80,50,00,000/-
52,70,00,000 equity shares of Rs. 5 each	
11,70,00,000 preference shares of Rs. 10 each	
Issued, subscribed and paid up capital	82,31,20,890/-
16,46,24,178 equity shares of Rs. 5 each	



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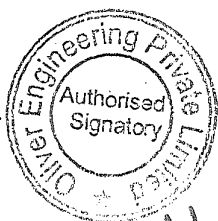
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Subsequent to June 30, 2025 there is no change in the capital structure of the Transferee Company, except for those stock options which may have been exercised.

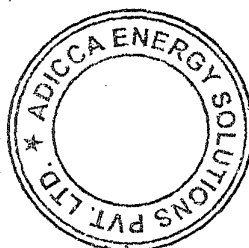
The equity shares of the Transferee Company are listed on the BSE.

4. DATE OF TAKING EFFECT AND OPERATIVE DATE AND COMPLIANCE WITH TAX LAWS

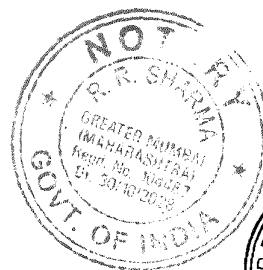
- 4.1. The Scheme set out herein with any modifications thereto made in accordance with the terms of this Scheme, shall be operative from the Appointed Date but shall be effective from the Effective Date.
- 4.2. The merger of the Transferor Companies into and with the Transferee Company, pursuant to and in accordance with this Scheme, shall take place in accordance with the provisions of Section 2 (1B) of the Income Tax Act, 1961 such that:
- i. all the property of the Transferor Companies immediately before the merger shall stand transferred to the Transferee Company by virtue of the merger; and
 - ii. all the liabilities of the Transferor Companies immediately before the merger shall stand transferred to the Transferee Company by virtue of the merger.
- 4.3. The Scheme has been drawn up to comply with the conditions relating to "amalgamation" as specified under Section 2 (1B) of the Income Tax Act, 1961. If any term or provision of the Scheme is found or interpreted to be inconsistent with the said provision at a later date, including resulting from an amendment of law or for any other reason whatsoever, the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income Tax Act, 1961. Such modification will however not affect other parts of the Scheme. The power to make such amendment/ modification as may be necessary shall vest with the Board of Directors of the Transferee Company, which power shall be exercised reasonably in the best interests of the Transferor Companies and the Transferee Company and their shareholders and which power can be exercised at any time prior to the approval of the Scheme by the NCLT.



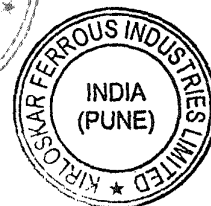
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PART C**MERGER INCLUDING TRANSFER AND VESTING OF ENTIRE UNDERTAKINGS OF OLIVER ENGINEERING PRIVATE LIMITED (TRANSFEROR COMPANY - I) AND ADICCA ENERGY SOLUTIONS PRIVATE LIMITED (TRANSFEROR COMPANY - II) INTO KIRLOSKAR FERROUS INDUSTRIES LIMITED (TRANSFEEE COMPANY)**

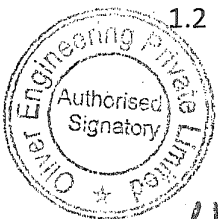
Upon coming into effect of this Scheme and with effect from the Appointed Date, the Transferor Companies, including the Undertakings of the Transferor Companies, shall stand transferred to and be vested in or be deemed to have been transferred to and vested in the Transferee Company, in accordance with the provisions of Sections 230 to 232 of the Act and applicable provisions of the Income Tax Act, 1961, as a going concern, without any further act, instrument, deed, matter or thing to be made, done or executed so as to become, as and from the Appointed Date, the undertakings of the Transferee Company by virtue of and in the manner provided in this Scheme. It is clarified that without prejudice to the provisions of this Part, all of the assets and liabilities of the Transferor Companies are intended to be transferred to and be absorbed by the Transferee Company upon the coming into effect of this Scheme.

Without prejudice to the generality of above Clause, with effect from the Appointed Date (to the extent applicable) and upon the coming into effect of this Scheme:

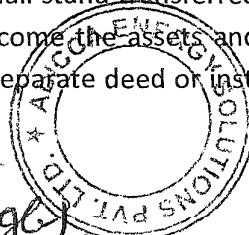
1. Transfer and vesting of Assets:

- 1.1 All the assets and properties (net of inter-company balances) comprised in the Transferor Companies of whatsoever nature and wheresoever situated, including but not limited to tax benefits and other credits (including but not limited to credits in respect of income-tax, advance tax, self-assessment tax, foreign tax credits, any tax refunds, equalization levy, 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 (including unutilized tax and unutilized tax credits), all losses (including but not limited to brought forward tax losses, tax unabsorbed depreciation, brought forward book losses, unabsorbed depreciation as per books etc.), shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act or deed, be and stand transferred to and vested in the Transferee Company or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become the assets and properties of the Transferee Company

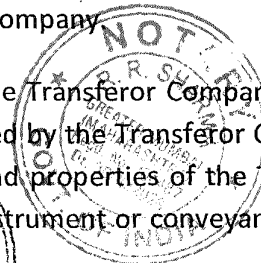
- 1.2 In respect of such of the assets and properties of the Transferor Companies as are immovable in nature, the same shall stand transferred by the Transferor Companies and shall, upon such transfer, become the assets and properties of the Transferee Company, without requiring any separate deed or instrument or conveyance.



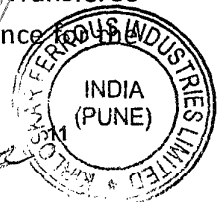
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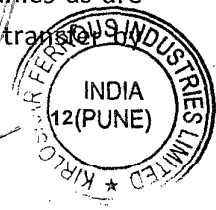
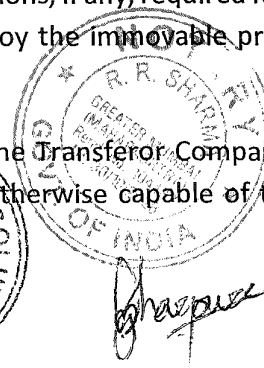
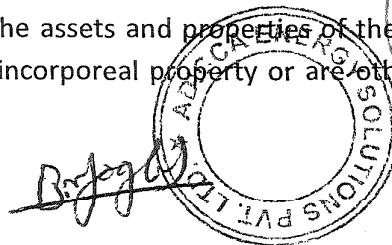
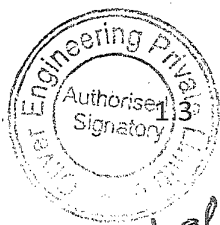


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same. In respect of such immovable properties, the Parties shall be entitled to register the true copy of the Orders of the NCLT Mumbai and NCLT Delhi (if required) approving the Scheme with the offices of the relevant sub-registrar of assurances or similar registering authority in Maharashtra and any other state where immovable property of the Transferor Companies are located and also execute and register, as required, such other documents which may be necessary in this regard, including separate deeds of conveyance or deeds of assignment of lease, etc., in favour of the Transferee Company in respect of such immovable properties. All the rights of the Transferor Companies in the immovable properties shall stand transferred to the Transferee Company automatically without requirement of execution of any further documents for registering the name of the Transferee Company as owner thereof and the regulatory authorities, including sub-registrar of assurances, Talati, Tehsildar etc. or any other similar authority shall rely on this Scheme along with the certified copy of the Orders of the NCLT (if required) and NCLT Mumbai, to make necessary mutation entries and changes in the land or revenue records to reflect the name of the Transferee Company as owner of such immovable properties. Without prejudice to the above, with respect to the immovable properties of the Transferor Companies outside the states/territories where registered office of the Parties are situated, for the limited purposes of meeting regulatory requirements, inter alia, payment of stamp duty and vesting in the Transferee Company, if the Transferee Company so decides, relevant Parties will execute and register or cause to be executed and registered separate deeds of conveyance or assignment, as the case may be, in favour of the Transferee Company in respect of such immovable properties. Such immovable properties shall be deemed to be conveyed at the applicable circle rates, only for the purposes of payment of stamp duty (if required under Applicable Law). Further, the subject immovable properties shall not be deemed to be conveyed/assigned under such documents and such immovable properties shall be deemed to be conveyed/assigned pursuant to the terms of this Scheme. In so far as the immovable properties which have been allotted to or appropriated in favour of the Transferor Companies but a formal deed of conveyance / sale or a lease has not yet been executed in favour of the Transferor Companies, such formal deed of conveyance / sale or a lease will be executed directly in favour of the Transferee Company whereby the Transferee Company shall be entitled to avail the benefit/ credit of the charges already paid by the Transferor Companies in respect of such immovable properties. All the assets which are subject matter of pending litigation shall stand transferred only to the extent permitted by law and subject to outcome of such litigation. The relevant authorities shall grant all clearances/permissions, if any, required for enabling the Transferee Company to absolutely own and enjoy the immovable properties in accordance with Applicable Law.

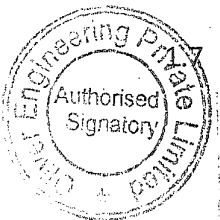
In respect of such of the assets and properties of the Transferor Companies as are movable in nature or incorporeal property or are otherwise capable of transfer



mere physical delivery or by endorsement, the same shall stand transferred by the Transferor Companies and shall, upon such transfer, become the assets and properties of the Transferee Company, without requiring any separate deed or instrument or conveyance for the same.

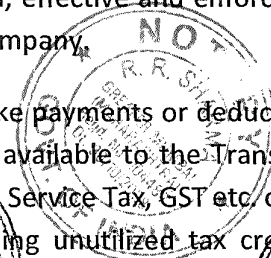
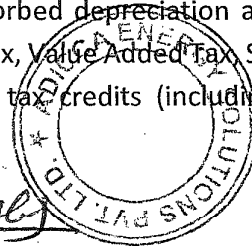
- 1.4 In respect of movables such as, sundry debts, receivables, bills, credits, loans and advances of the Transferor Companies, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Governmental Authority or with any company or other person, the same shall on and from the Appointed Date stand transferred to and vested in the Transferee Company.
- 1.5 All assets and properties of the Transferor Companies as on the Appointed Date, whether or not included in the books of the Transferor Companies and all assets and properties which are acquired by the Transferor Companies on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets and properties of the Transferee Company and shall under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme.
- 1.6 All the licenses, permits, quotas, approvals, permissions, registrations, incentives, tax (including but not limited to income tax, sales tax, service tax, excise, value added tax, goods and service tax) deferrals and benefits, subsidies, concessions, grants, rights, claims including benefits of carried forward losses and unabsorbed depreciation, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Companies and all rights and benefits that have accrued or which may accrue to the Transferor Companies, whether before or after the Appointed Date, shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any of the Act, without any further act, instrument or deed, cost or charge be and shall stand transferred to and vest in and be deemed to be transferred to and vested in and be available to the Transferee Company. It is clarified that all the licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferor Companies shall remain valid, effective and enforceable on the same terms and conditions with the Transferee Company.

All tax benefits of any nature, duties, cess or any other like payments or deductions, carry forward of tax losses or unabsorbed depreciation available to the Transferor Companies under Income Tax, Sales Tax, Value Added Tax, Service Tax, GST etc. or any Tax deduction/collections at source, tax credits (including unutilized tax credits),



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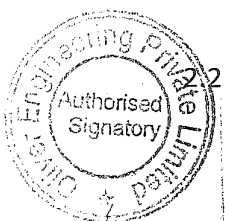
benefits of CENVAT credits, benefits of input credits up to the Effective Date shall be deemed to have been on account of the Transferee Company and the relevant authorities shall transfer to the account of and give credit for the same to Transferee Company upon the passing of the orders by the NCLT sanctioning of the Scheme.

- 1.8 The Transferor Companies shall, if so required, also give notice in such form as it may deem fit and proper to the debtors, that pursuant to the sanction of this Scheme by the NCLT under and in accordance with Sections 230 to 232 and all other applicable provisions, if any, of the Act, the said debtors should pay to the Transferee Company the debt, loan or advance or make the same on account of the Transferor Companies and the right of the Transferor Companies to recover or realize the same stands vested in the Transferee Company.
- 1.9 No onerous assets shall have been acquired by the Transferor Companies after the Appointed Date without the consent of the Transferee Company as provided for in this Scheme.

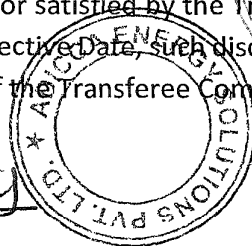
2. Transfer and vesting of Liabilities:

- 2.1 All liabilities (net off inter-company balances) including all secured and unsecured debts (whether in Indian Rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations and undertakings of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised for the business activities and operations of the Transferor Companies (herein referred to as the "Liabilities"), shall, pursuant to the sanction of this Scheme by the NCLT Mumbai and NCLT Delhi (if required), under and in accordance with the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company, along with any charge, encumbrance, lien or security thereon, and the same shall be assumed by the Transferee Company to the extent they are outstanding as on the Effective Date so as to become as and from the Appointed Date the liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Companies and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this Clause.

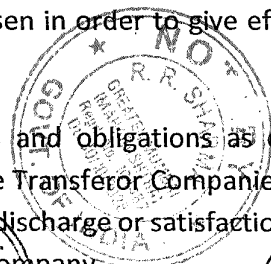
Where any such debts, loans raised, liabilities, duties and obligations as on the Appointed Date have been discharged or satisfied by the Transferor Companies after the Appointed Date and prior to the Effective Date, such discharge or satisfaction shall be deemed to be for and on account of the Transferee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



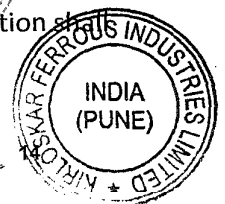
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2.3 All debts, liabilities, duties and obligations of the Undertakings as on the Appointed Date, whether or not provided in the books of the Transferor Companies and all debts and loans raised, and duties, liabilities and obligations incurred or which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

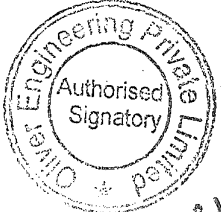
2.4 Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Companies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

3. Encumbrances

3.1 The transfer and vesting of the assets comprised in the Transferor Companies in favour of and unto the Transferee Company under Clause 1 of Part C of this Scheme shall be subject to the mortgages and charges, if any, affecting the same, as and to the extent hereinafter provided.

i. All the existing securities, mortgages, charges, encumbrances or liens (the "Encumbrances"), if any, as on the Appointed Date and created by the Transferor Companies after the Appointed Date with express written approval of the Transferee Company, over the assets comprised in the Undertakings or any part thereof shall stand transferred to the Transferee Company by virtue of this Scheme and in so far as such encumbrances secure or relate to liabilities of the Transferor Companies, the same shall, after the Effective Date, continue to relate and attach to only such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferee Company, and such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company, provided however that no Encumbrances shall have been created by the Transferor Companies over their assets after the Appointed Date without the consent of the Transferee Company as provided for in this Scheme.

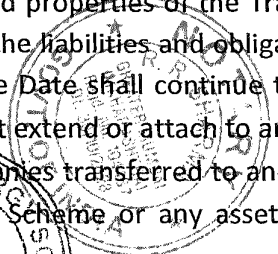
ii. The existing Encumbrances over the assets and properties of the Transferee Company or any part thereof which relate to the liabilities and obligations of the Transferee Company prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Companies transferred to and vest in the Transferee Company by virtue of this Scheme or any assets of



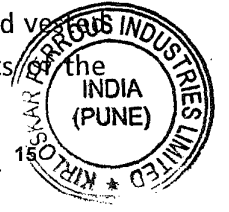
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Handwritten signature of the authorized signatory for KIRLOSKAR INDUSTRIES LIMITED.



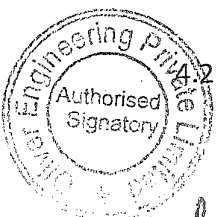
Transferee Company.

- iii. Any reference in any security documents or arrangements (to which the Transferor Companies are a party) of the Transferor Companies and their assets and properties, shall be construed as a reference to the Transferee Company and the respective assets and properties of the Transferor Companies transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferor Companies and the Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge(s), with the Registrar of Companies to give formal effect to the above provisions, if required.
- iv. Upon the coming into effect of this Scheme, the Transferee Company alone shall be liable to perform all obligations in respect of the liabilities, which have been transferred to it in terms of the Scheme.
- It is expressly provided that, no other term or condition of the Liabilities transferred to the Transferee Company is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.
 - The provisions of this Clause 3 of Part C shall operate in accordance with the terms of the Scheme, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings shall be deemed to stand modified and/or superseded by the foregoing provisions.

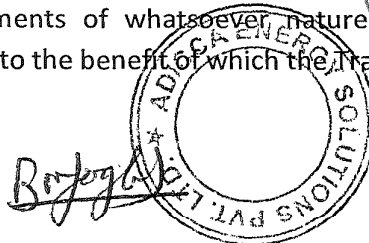
4. Contracts, Deeds, etc.

- 4.1 Subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements, assurances and other instruments of whatsoever nature or to the benefit of which the Transferor Companies may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect by, for or against or in favour of, as the case may be, the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary or obligee or obliger thereto or thereunder.

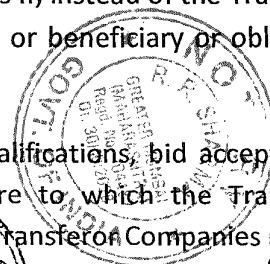
All the letters of intent, requests for proposal, pre-qualifications, bid acceptances, tenders, and other instruments of whatsoever nature to which the Transferor Companies are a party to or to the benefit of which the Transferor Companies may be



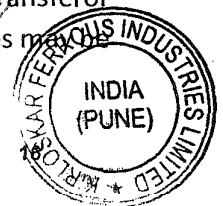
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eligible, shall remain in full force and may be enforced as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary or obligee thereto. Upon coming into effect of this Scheme, the past track record of the Transferor Companies shall be deemed to be the track record of the Transferee Company for all commercial and regulatory purposes.

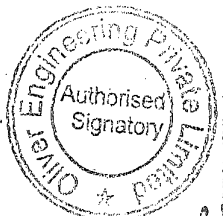
4.3 Without prejudice to the other provisions of this Scheme, the Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or arrangements with any party to any contract or arrangement to which the Transferor Companies are a party or any writings as *may* be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Companies.

4.4 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Companies shall without any further act or deed, stand transferred to the Transferee Company, as if the same were originally given by, issued to or executed in favour of the Transferee Companies, and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company. The Transferee Company shall be entitled and authorised to obtain relevant approvals from the concerned Governmental Authorities as may be necessary in this behalf.

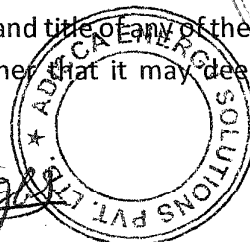
5. Employees

On and from 00.00 hours of the day immediately following the Effective Date:

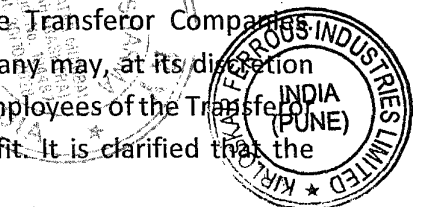
5.1 All the permanent employees of the Transferor Companies and who are in their employment as on the Effective Date shall become the permanent employees of the Transferee Company with effect from the Effective Date without any break or interruption in service and on terms and conditions as to employment and remuneration not less favourable than those on which they are engaged or employed by the Transferor Companies. Subject to the aforesaid, the Transferee Company may, at its discretion change the designation and title of any of the employees of the Transferor Companies in any manner that it may deem fit. It is clarified that the



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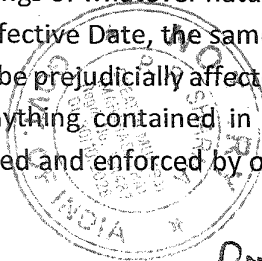
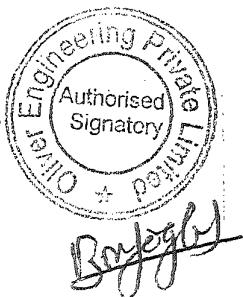
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employees of the Transferor Companies who become employees of the Transferee Company by virtue of this Scheme, shall not be entitled to the employment policies and shall not be entitled to avail of any schemes and benefits that may be applicable and available to any of the employees of the Transferee Company (including the benefits of or under any employee stock option schemes applicable to or covering all or any of the employees of the Transferee Company), unless otherwise determined by the Board of Directors of the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement/ settlement, if any, validly entered into by the Transferor Companies with any union/employee of the Transferor Companies (as may be recognized by the Transferor Companies).

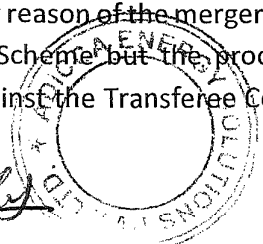
- 5.2 The existing provident fund, gratuity fund and pension and/or superannuation fund or trusts or retirement funds or benefits created by the Transferor Companies or any other special funds created or existing for the benefit of the concerned permanent employees of the Transferor Companies (collectively referred to as the "Funds") and the investments made out of such Funds shall, at an appropriate stage, shall be transferred to the Transferee Company to be held for the benefit of the concerned employees. The Funds shall, subject to Applicable Laws, be transferred and merged with any funds of the Transferee Company, without any further action, deed or instrument.

6. Legal Proceedings

On and from the Effective Date, all suits, actions, claims and legal proceedings (including tax proceedings) by or against the Transferor Companies pending as of the Effective Date shall be continued and / or enforced as desired by the Transferee Company and on and from the Effective Date, shall be continued and/ or enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been originally instituted and/ or pending and/ or arising by or against the Transferee Company. On and from the Effective Date, the Transferee Company shall have the right to initiate, defend, compromise or otherwise deal with any legal proceedings relating to the Undertakings in the same manner and to the same extent as would or might have been initiated by the Transferor Companies as the case may be, had the Scheme not been made. If any suit, appeal or other proceedings of whatever nature by or against the Transferor Companies is pending as of the Effective Date, the same shall not automatically abate or be discontinued or in any way be prejudicially affected by reason of the merger of the Transferor Companies or by anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner



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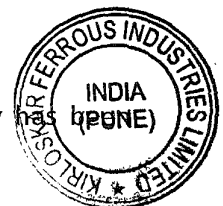
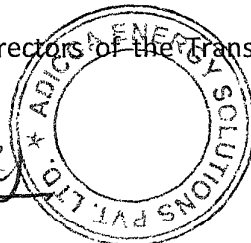
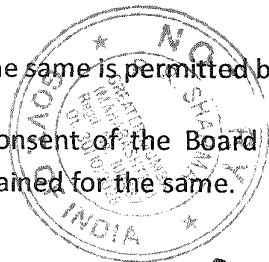
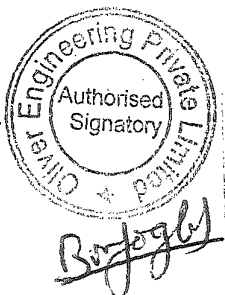


and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Companies as if this Scheme had not been made.

7. Conduct of Business till Effective Date

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

- 7.1 The Transferor Companies shall carry on and shall be deemed to have carried on all their business and activities as hitherto and shall hold and stand possessed of the Undertakings for the benefit of and in trust for the Transferee Company.
- 7.2 All the profits or income accruing or arising to the Transferor Companies and all expenditure or losses arising or incurred (including all taxes, if any, paid or accruing in respect of any profits and income) by the Transferor Companies shall, for all purposes, be treated and be deemed to be and accrue as the profits or income or as the case may be, expenditure or losses (including taxes) of the Transferee Company.
- 7.3 Any of the rights, powers, authorities and privileges attached or related or pertaining to and exercised by or available to the Transferor Companies shall be deemed to have been exercised by the Transferor Companies for and on behalf of and as agent for the Transferee Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Undertakings that have been undertaken or discharged by the Transferor Companies shall be deemed to have been undertaken or discharged for and on behalf of and as agent for the Transferee Company.
- 7.4 From the date of approval of the Scheme by the respective Boards of the Transferor Companies and the Transferee Company and upto the Effective Date, the Transferor Companies shall preserve and carry on their business and activities with reasonable diligence and business prudence and shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for itself or on behalf of their group companies or any third party or sell, transfer, alienate, charge, mortgage or encumber or deal with the Undertakings or any part thereof save and except in each case in the following circumstances:
- a) if the same is in their ordinary course of business as carried on by it as on the date of filing this Scheme with the NCLT Mumbai and NCLT Delhi (if required); or
 - b) if the same is permitted by this Scheme; or
 - c) if consent of the Board of Directors of the Transferee Company has been obtained for the same.



7.5 The Transferor Companies shall not take, enter into, perform or undertake, as applicable (i) any material decision in relation to their business and operations; (ii) any agreement or transaction; and (iii) such other matters as the Transferee Company may notify from time to time, save and except in each case in the following circumstances:

- a) if the same is in their ordinary course of business as carried on by it as on the date of filing this Scheme with the NCLT Mumbai and NCLT Delhi (if required); or
- b) if the same is permitted by this Scheme; or
- c) if consent of the Board of Directors of the Transferee Company has been obtained.

7.6 Without prejudice to the generality of Clause 7.5 of Part C referred above, the Transferor Companies shall not make any change in their capital structure, whether by way of increase (by issue of equity shares on a rights basis, bonus shares) decrease, reduction, reclassification, sub-division or consolidation, re-organisation, or in any other manner except by mutual consent of the Board of Directors of the Transferor Companies and of the Transferee Company.

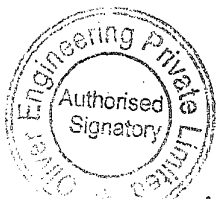
8. Accounting Treatment in the Books of Transferee Company

8.1 The Transferee company shall account for the merger of Transferor Companies in accordance with "Pooling of Interest Method" of accounting as laid down in Appendix C of Ind AS-103 (Business Combinations of the entities under common control) notified with accounting principles generally accepted in India including Indian Accounting Standard (Ind AS) specified under Section 133 of the Companies Act, 2013, read with Companies (Indian Accounting Standards) Rules, 2015 as may be amended from time to time.

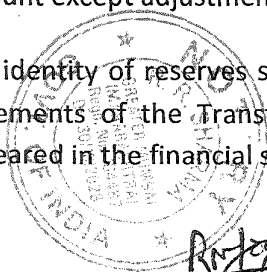
8.2 In respect of Transferee Company, the merger shall be accounted for, with effect from the Appointed Date, as follows:

- a) All the assets and liabilities recorded in the books of the Transferor Companies shall be transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company at the respective carrying amount in the same form as appearing in the financial statements of the Transferor Companies. No adjustment shall be made to the above carrying amount except adjustments to harmonize accounting policies.

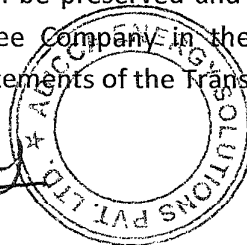
- b) The identity of reserves shall be preserved and shall appear in the financial statements of the Transferee Company in the same form in which appeared in the financial statements of the Transferor Companies.



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- c) The amount of intercompany balances, transactions or investments, if any, between the Transferor Companies and the Transferee Company appearing in the books of accounts of the Transferor Companies and the Transferee Company, shall stand cancelled without any further act or deed.
- d) The financial information in the financial statements in respect of prior periods should be restated as if the business combination had occurred from the beginning of the preceding period in the financial statements, irrespective of the actual date of the combination. However, if business combination had occurred after that date, the prior period information shall be restated only from that date.
- e) The difference, if any, between the carrying value of the investment in the equity shares of the Transferor Companies in the books of Transferee Company and the amount of Equity Share capital of the Transferor Companies, being excess/deficit, arising pursuant to the Scheme shall be accounted for based on the accounting principle prescribed under Appendix C of Ind AS-103.
- f) Any matter not dealt with in this Scheme or hereinabove shall be dealt with in accordance with the applicable accounting standards prescribed.

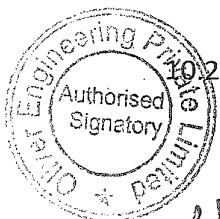
9. Accounting Treatment in the books of the Transferor Companies

In case of merger of the Transferor Companies with Transferee Company, as the Transferor Companies shall stand dissolved without being wound up upon the Scheme becoming effective, there is no accounting treatment prescribed under this Scheme in the books of the Transferor Companies.

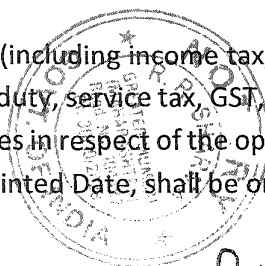
10. Treatment of Taxes

- 10.1 Any tax liabilities under the Income-tax Act, 1961, Wealth Tax Act, 1957, Customs Act, 1962, Central Excise Act, 1944, Maharashtra Value Added Tax Act, 2002, Central Sales Tax Act, 1956, any other state Sales Tax/ Value Added Tax laws, service tax, luxury tax, Goods and Services Tax (GST) stamp laws or other Applicable Laws/ regulations (hereinafter in this Clause referred to as "Tax Laws") dealing with taxes/ duties/ levies allocable or related to the business of 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.

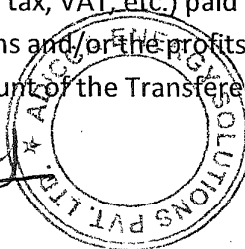
All taxes (including income tax, & all indirect Taxes wealth tax, sales tax, excise duty, customs duty, service tax, GST, luxury tax, VAT, etc.) paid or payable by the Transferor Companies in respect of the operations and/or the profits of the business on and from the Appointed Date, shall be on account of the Transferee Company and, insofar as it



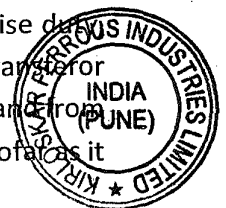
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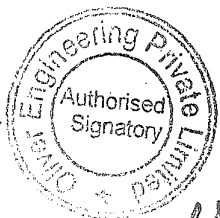


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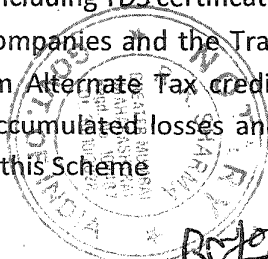


relates to the tax payment including without limitation income tax, wealth tax, sales tax, excise duty, customs duty, service tax, GST, luxury tax, VAT, etc.), whether by way of deduction at source, advance tax, foreign-tax credit, MAT credit or otherwise howsoever, by the Transferor Companies in respect of the profits or activities or operation of the business in respect of the Undertakings on and from 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.

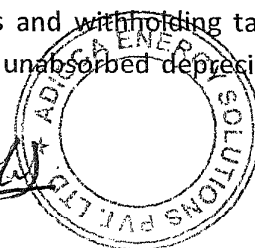
- 10.3 Any refund under the Tax Laws due to the Transferor Companies consequent to the assessments made on Transferor Companies and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.
- 10.4 The Transferee Company shall be entitled to claim deduction with respect to items such as provisions, expenses, etc (including but not limited to Section 40, 40A, 43B etc of Income Tax Act) disallowed in earlier years in the hands of the Transferor Companies, which may be allowable to Transferor Companies in accordance with the provisions of the Income Tax Act on or after the Appointed Date, and exclude items such as provisions, reversals, etc. for which no deduction or Tax benefit has been claimed by the Transferor Companies prior to the Appointed Date.
- 10.5 Without prejudice to the generality of the above, all benefits including that of withholding tax (TDS) under the Income Tax Act 1961, Sales Tax, Excise Duty, Customs Duty, Goods and Services tax, Service Tax, Luxury Tax, VAT, (carried forward tax losses whether business losses or losses under any other head of income), unabsorbed depreciation, other allowances, exemptions or benefits under the tax laws, to which the Transferor Companies are entitled to in terms of the applicable Tax Laws of the Union and State Governments, shall be available to and vest in the Transferee Company.
- 10.6 All compliances with respect to taxes or any other law till the Effective Date done by the Transferor Companies shall, upon the approval of this Scheme, be deemed to have been complied by the Transferee Company. Without prejudice to the above, upon the Scheme becoming effective, the Transferee Company is also expressly permitted to revise or modify or make adjustments as permitted in the respective tax legislations, its income-tax returns, TDS returns, sales tax returns, excise & CENVAT returns, service tax returns, Goods and Service tax returns, other tax returns and to obtain TDS certificates, including TDS certificates relating to transactions between or amongst the Transferor Companies and the Transferee Company, and to claim refunds, advance tax, Minimum Alternate Tax credits and withholding tax credits, benefits of carry forward of accumulated losses and unabsorbed depreciation, etc., pursuant to the provisions of this Scheme



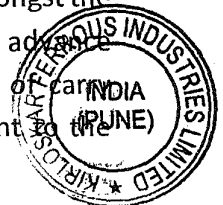
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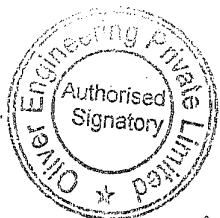
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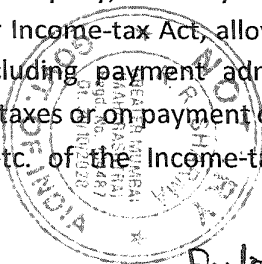
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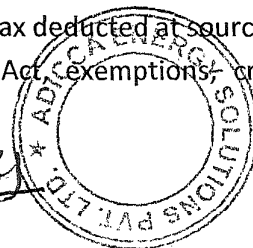
- 10.7 Upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise its financial statements and returns along with prescribed forms, filings and annexures under the Income Tax Act (including for purposes of carry forward and set-off of tax losses, unabsorbed depreciation, credits and tax benefits), service tax, sales tax, VAT, excise and customs laws, as may be applicable, CGST, SGST, UTGST, IGST and other tax laws and to claim refunds and/or credits for taxes paid by Transferor Companies, and to claim tax benefits, under the Income Tax Act, 1961 and other Tax Laws etc. and for matters incidental thereto, if required to give effect to the provisions of this Scheme. The order of the NCLT Mumbai and NCLT Delhi (if required) sanctioning this Scheme shall be deemed to be an order permitting the Transferee Company to prepare and/or revise its financial statements and books of accounts on and from the Appointed Date and no further act shall be required to be undertaken by the Transferee Company for the same.
- 10.8 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 by the Transferor Companies. In the event of the Transferor Companies failing to continue or enforce any proceeding/appeal, the same may be continued or enforced by the Transferee Company, at the cost of the Transferee Companies. 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.
- 10.9 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.
- 10.10 All taxes (including but not limited to refunds, incentives, losses, credits including that of withholding tax under the income tax, Sales tax, Excise Duty advance tax, self-assessment tax, regular tax, dividend distribution tax, securities transaction tax, deferred tax assets/liabilities, Foreign Tax Credit, tax deducted at source, tax collected at source, value added tax, sales tax, service tax, customs duty, CGST, IGST, SGST, UTGST, unutilized tax credits etc.), including any interest, penalty, surcharge and/or cess, paid/ payable by or refunded/ refundable to the Transferor Companies with effect from the Appointed Date, including all or any refunds or claims or credits shall be treated as the tax liability or refunds/ claims/credits, etc. as the case may be, of the Transferee Company, and any tax incentives, advantages, privileges, accumulated losses under Income-tax Act, allowance for unabsorbed depreciation under Income-tax Act, including payment admissible on actual payment or on deduction of appropriate taxes or on payment of tax deducted at source such as under Sections 40A, 438, etc. of the Income-tax Act, Exemptions, credits, deductions/holidays,



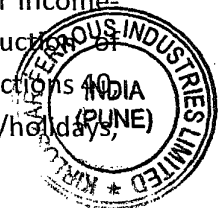
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remissions, reductions, service tax input credits, GST input credits, export benefits, central value added tax credits, value added/sales tax/entry tax credits or set-offs etc., as would have been available to the Transferor Companies, pursuant to this Scheme becoming effective, be available to the Transferee Company notwithstanding that certificates or challans for such taxes are in the name of the Transferor Companies and not in the name of the Transferee Company and the relevant authority shall be bound to transfer to the account of and give credit for the same to the Transferee Company upon coming into effect of this Scheme.

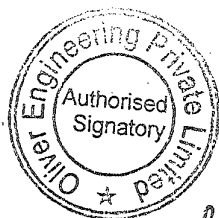
10.11 The Transferee Company shall also be permitted to claim refunds/ credits in respect of any transaction between the Transferor Companies and the Transferee Company. Without prejudice to the generality of the above, all benefits, refunds, incentives, losses, credits including that of withholding tax (TDS) under the income tax, tax on book profits, tax deducted at source, MAT credit under the Income Tax Act, Sales Tax, Excise Duty, Customs Duty, Service Tax, Luxury Tax, VAT, applicable state value added tax, goods & services tax, carried forward tax losses (whether business losses or losses under any other head of income), unabsorbed depreciation, other allowances, exemptions or benefits under the tax laws, to which the Transferor Companies are entitled to in terms of the applicable Tax Laws of the Union and State Governments, shall be available to and vest in the Transferee Company (including in electronic form / registration), upon this Scheme coming into effect from Appointed Date.

11. Saving of Concluded Transactions

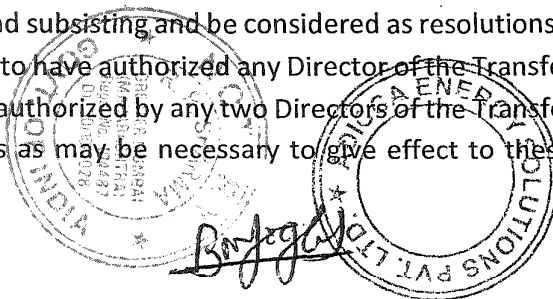
Subject to the terms of this Scheme, the merger of the Transferor Companies into and with the Transferee Company including the transfer and vesting of the Undertakings of the Transferor Companies in the Transferee Company under Clause 1 and 2 of Part C of this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Companies on or before the Appointed Date or concluded 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 made, done and executed by the Transferor Companies as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

12. Resolutions

Upon the coming into effect of this Scheme, the resolutions of the Transferor Companies, if any, including all approvals under Sections 42, 62(l)(a), 180, 185, 186, 188 etc., of the Act, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and deemed to have authorized any Director of the Transferee Company or such other person(s) as authorized by any two Directors of the Transferee Company to do all acts, deeds, things as may be necessary to give effect to these Resolutions, without an

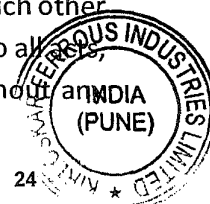


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further acts to be done by the Transferee Company and if *any* such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company. Additionally, the limits of the Transferee Company in terms of Sections 180, 185 and 186 of the Act shall be deemed, without any further act or deed, to have been enhanced by the aggregate limits of the Transferor Companies which are being transferred to the Transferee Company pursuant to the Scheme, such limits being incremental to the existing limits of the Transferee Company, with effect from the Appointed Date.

13. Capital Redemption Reserve

The identity of Capital Redemption Reserve ("CRR"), if any, in the books of the Transferor Companies, shall be preserved and shall appear in the financial statements of the Transferee Company in the same form in which they appeared in the financial statements of the respective Transferor Companies.

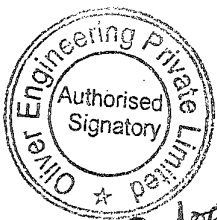
The CRR shall be available to be utilized by the Transferee Company as per applicable provisions of the Act.

14. Discharge of Consideration and Cancellation of Shares

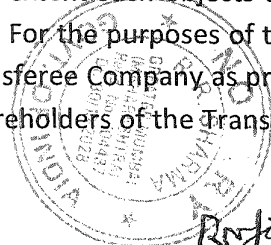
The Transferor Companies are wholly owned subsidiaries of the Transferee Company. Accordingly, upon the Scheme becoming effective, no shares of the Transferee Company shall be issued in lieu of/ exchange of the holding of the Transferee Company in the Transferor Companies (held directly and jointly with the nominee shareholders) and the issued and paid-up capital of the Transferor Companies will stand cancelled, without *any* further act, instrument or deed. It is clarified that since the Transferor Companies are wholly owned subsidiaries of the Transferee Company, no consideration is required to be or shall be discharged by the Transferee Company pursuant to merger of the Transferor Companies.

15. Amendment to the Memorandum of Association of the Transferee Company

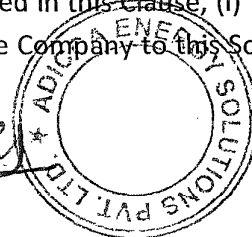
In order to carry on the activities currently being carried on by the Transferor Companies, upon coming into effect of the Scheme, the main objects in the memorandum of association of the Transferor Companies shall be added to the main objects of the memorandum of association of the Transferee Company if necessary and to the extent such objects are not already covered by those of the Transferee Company. For the purposes of the amendment of the Memorandum of Association of the Transferee Company as provided in this Clause, (i) the consent/approval given by the shareholders of the Transferee Company to this Scheme pursuant to Sections



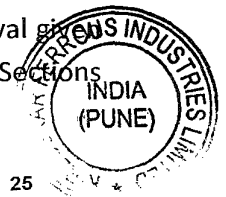
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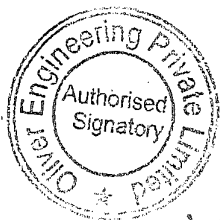
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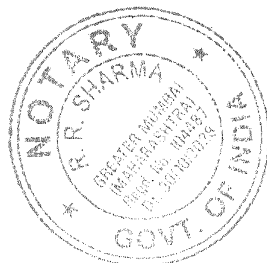
230 to 232 of the Act and any other applicable provisions of the Act; OR (ii) the approval of the NCLT Mumbai and NCLT Delhi (if required), approving this Scheme without the requirement of the consent / approval of the shareholders of the Transferee Company, as the case may be, shall be deemed to be sufficient and no further approval / consent through a resolution of shareholders of the Transferee Company shall be required to be passed for making such change/amendment in the Memorandum of Association of the Transferee Company. On the filing of the certified copy of this Scheme as sanctioned by the NCLT Mumbai and NCLT Delhi (if required), in terms of Sections 230 to 232 of the Act and any other applicable provisions of the Act, together with a printed copy of the Memorandum of Association for the purposes of the applicable provisions of the Act, the relevant Registrar of Companies shall register the same and make the necessary alterations in the Memorandum of Association of the Transferee Company accordingly and shall certify the registration thereof in accordance with the applicable provisions of the Act.

16. Dissolution of the Transferor Companies

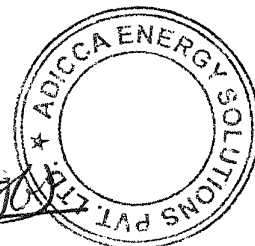
Upon the Scheme coming into effect, the Transferor Companies shall, without any further act, instrument or deed undertaken by the Transferor Companies or the Transferee Company, stand dissolved without winding up pursuant to the order of the NCLT sanctioning the Scheme.



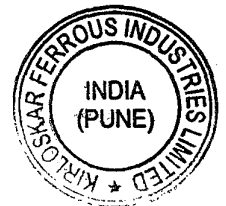
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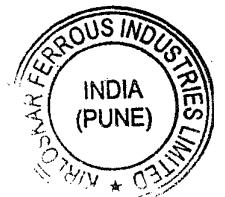
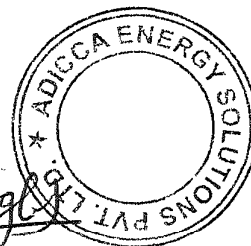
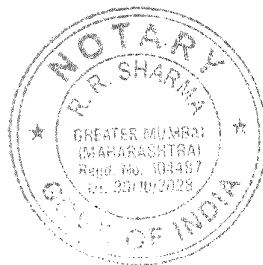
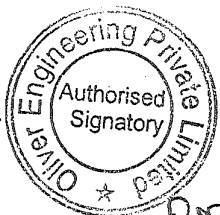
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PART D
GENERAL PROVISIONS

1. Combination of the Authorised Share Capital

- 1.1. As an integral part of the Scheme and upon the Scheme coming into effect on the Effective Date, the authorised share capital of (i) Transferor Company - I, comprised of 91,00,000 equity shares of Rs. 10 each; and (ii) Transferor Company – II comprised of 1,00,000 equity shares of Rs. 1 each, shall stand transferred, merged and combined with the authorised equity share capital of the Transferee Company. Upon the Scheme coming into effect, the authorised share capital of the Transferee Company in terms of its Memorandum of Association and Articles of Association shall automatically stand enhanced by the authorized share capital of Transferor Companies without the requirement of 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 (to the effect that the Transferee Company shall be entitled to the credit of stamp duty and fees already paid by the Transferor Companies) 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 to the Scheme or, if the NCLT Mumbai and NCLT Delhi (if required) dispense with the meetings of the shareholders, then the orders of the NCLT Mumbai and NCLT Delhi (if required) approving the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under sections 9, 13, 14, 61, 64 or any other provision of the Act, would be required to be separately passed. For this purpose, the registration fees and stamp duty already paid by the Transferor Companies on their respective authorized share capital shall be utilized and applied to the increased share capital of the Transferee Company and shall be deemed to have been so paid by the Transferee Company on such combined authorized share capital and accordingly, the Transferee Company shall not be required to pay any fees/ stamp duty on the authorized share capital so increased.
- 1.2. Accordingly, in terms of this Scheme, the authorized share capital of the Transferee Company shall stand enhanced to an amount of Rs. 3,89,61,00,000 divided into 54,52,20,000 Equity Shares of Rs. 5 each and 11,70,00,000 Preference Shares of Rs. 10 each.
- 1.3. The capital clause being Clause V of the Memorandum of Association of the Transferee Company shall on the Effective Date stand substituted to read as follows :



Altered Capital clause of the Memorandum of Association of the Transferee Company :

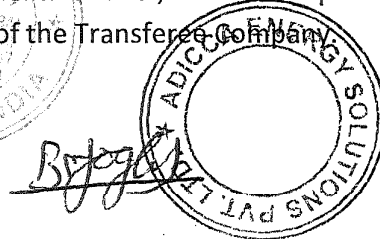
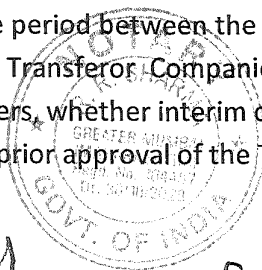
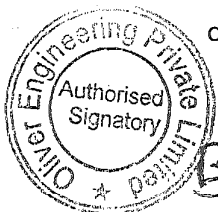
"The Authorized Share Capital of the Company is ₹ 3,89,61,00,000 (Rupees Three Hundred and Eighty Nine Crores Sixty One Lakhs) divided into 54,52,20,000 (Fifty Four Crores Fifty Two Lakhs Twenty Thousand) Equity Shares of ₹ 5 (Rupees Five) each and 11,70,00,000 (Eleven Crores Seventy Lakhs) Preference Shares of ₹ 10 (Rupees Ten) each, with power to increase and reduce the capital of the company and to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company and vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the Articles of Association of the Company."

- 1.4. After the consolidation of the authorized share capital of the Transferor Companies with the authorized share capital of the Transferee Company, final share capital structure of the Transferee Company would be as follows:-

Particulars	Rs.
Authorised share capital	389,61,00,000
54,52,20,000 equity shares of Rs. 5 each	
11,70,00,000 preference shares of Rs. 10 each	
Issued, subscribed and paid up capital	82,31,20,890
16,46,24,178 equity shares of Rs. 5 each	
<i>*The Transferee Company has granted certain stock options, which if exercised, may change issued, subscribed and paid up share capital structure of the Transferee Company.</i>	

2. Declaration of Dividend

- 2.1. During the period between the Appointed Date and up to and including the Effective Date, the Transferor Companies shall not declare and pay any dividend to their shareholders, whether interim or final, out of their profits and available cash, without obtaining prior approval of the Transferee Company.



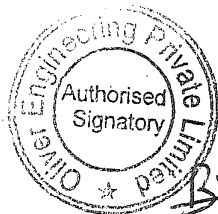
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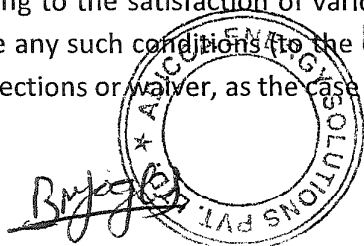
- 2.2. For the avoidance of doubt, it is hereby declared that nothing in the Scheme shall prevent the Transferee Company from declaring and paying dividends, whether interim or final, to its equity shareholders as on the Record Date.
- 2.3. For the avoidance of doubt, it is also clarified that the aforesaid provisions in respect of declaration of dividends of the Transferor Companies and the Transferee Company are enabling provisions only and shall not be deemed to confer any right on any member of the respective companies to demand or claim dividend which, subject to the provisions of the Act, shall be entirely at the discretion of the Board of Directors of the respective companies.

3. Modification of Scheme

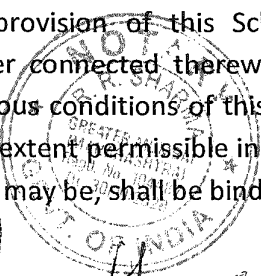
- 3.1. Subject to approval of NCLT or other Competent Authority if required under Applicable Law, the Transferor Companies and the Transferee Company (acting jointly) by their respective Board of Directors or any director/executives or any committee authorised in that behalf (hereinafter referred to as the "Delegate") may jointly assent or make, from time to time, any modification(s) or addition(s) to this Scheme which the NCLT Mumbai and NCLT Delhi (if required) or other Competent Authority, as the case may be or any authorities under law may deem fit to approve of or may impose and which the Board of Directors of the Transferor Companies and the Transferee Company may in their discretion accept or such other modification(s) or addition(s) as the Board of Directors of the Transferor Companies and the Transferee Company or their respective Delegate may deem fit, or required for the purpose of resolving any doubts or difficulties that may arise in carrying out this Scheme. The Transferor Companies and the Transferee Company by their respective Boards of Directors or Delegates are authorised to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect, or review the position relating to the satisfaction of the conditions of this Scheme and if necessary, waive any of such conditions (to the extent permissible in law) for bringing this Scheme into effect, and/or give such consents as may be required in terms of this Scheme.
- 3.2. For the purpose of giving effect to this Scheme or to any modification(s) thereof or addition(s) thereto, the Board of Directors or the Delegates (acting jointly), as the case may be, of the Transferor Companies and Transferee Company may give and are authorised to determine and give all such directions as are necessary for settling or removing any question of doubt or difficulty that may arise under this Scheme or in regard to the meaning or interpretation of any provision of this Scheme or implementation thereof or in any matter whatsoever connected therewith or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any such conditions (to the extent permissible in law) and such determination or directions or waiver, as the case may be, shall be binding on



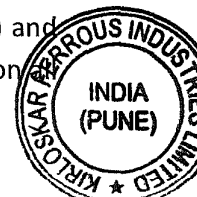
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parties, in the same manner as if the same were specifically incorporated in this Scheme. For the avoidance of doubt it is clarified that where this Scheme requires the approval of the Board of Directors of the Transferor Companies or the Transferee Company to be obtained for any matter, the same may be given through their Delegates.

4. Filing of Applications

The Transferor Companies and the Transferee Company shall use their best efforts to make and file all applications and petitions *under* Sections 230 to 232 and other applicable provisions of the Act, before the NCLT Mumbai and / or NCLT Delhi (if required) and/or other Competent Authority, as the case may be having jurisdiction for sanction of this Scheme under the provisions of law, and shall apply for such approvals as may be required under law.

5. Approvals

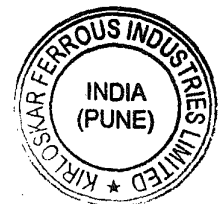
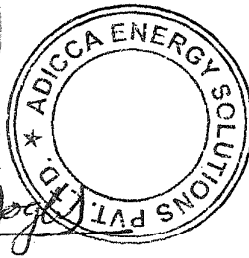
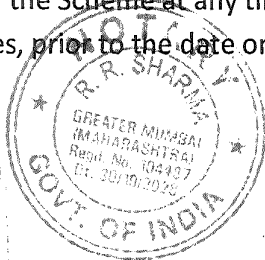
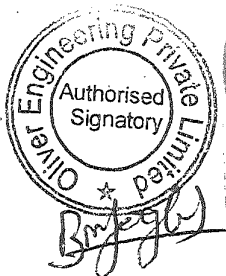
The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority, if required, under any law for such consents and approvals which the Transferee Company may require to own the Undertakings and to carry on the business of the Transferor Companies.

6. Scheme Conditional upon Sanctions, Withdrawals Etc.

6.1. This Scheme is conditional upon and subject to:

- a. The Scheme being agreed by the requisite majority of the respective classes of members and/ or creditors (if applicable and required) of the Transferor Companies and of the Transferee Company and the requisite approval of the NCLT Mumbai and NCLT Delhi (if required) being obtained. The members and/or creditors (if and where applicable) of the Transferor Companies and of the Transferee Company shall be provided the facility of e-voting, if and as required by Applicable Laws in relation to voting on the Scheme; and
- b. The certified copies of the orders of the NCLT Mumbai and NCLT Delhi (if required) sanctioning this Scheme being filed with the Registrar of Companies;

6.2. Without prejudice to the above, the Parties (jointly and not severally) shall be at liberty to withdraw the Scheme at any time as may be mutually agreed by respective Boards of the Parties, prior to the date on which this Scheme comes into effect.

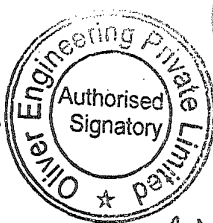


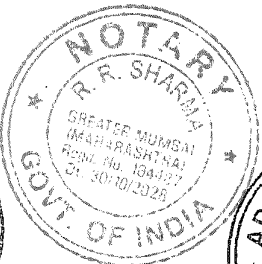
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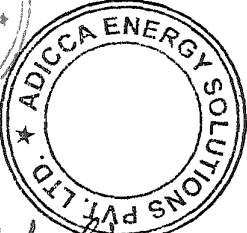
7. **Costs, Charges, Expenses and Stamp Duty**

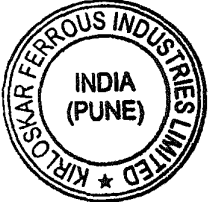
All costs, charges and expenses (including any taxes and duties) incurred or payable by the Transferor Companies and the Transferee Company in relation to or in connection with this Scheme and incidental to the completion of the merger of the Transferor Companies with the Transferee Company in pursuance of this Scheme, including stamp duty on the orders of the NCLT Mumbai and NCLT Delhi (if required) or other Competent Authority, as the case may be, if any and to the extent applicable and payable, shall be borne and paid by the respective Parties till the Effective Date. Upon this Scheme coming into effect on the Effective Date, all costs, charges and expenses (including any taxes and duties) incurred or payable in relation to or in connection with this Scheme and incidental to the completion of the merger of the Transferor Companies with the Transferee Company in pursuance of this Scheme, including stamp duty on the orders of the NCLT Mumbai and NCLT Delhi (if required) or other Competent Authority, as the case may be, if any and to the extent applicable and payable, shall be borne and paid by the Transferee Company and shall be accounted for in accordance with the provisions of applicable Accounting Standard notified under Section 133 of the Act.

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