

**SCHEME OF ARRANGEMENT
BETWEEN
SHIVA CEMENT LIMITED
("SCL" OR "THE TRANSFEROR COMPANY")
AND
JSW CEMENT LIMITED
("JCL" OR "THE TRANSFEREE COMPANY")
AND
THEIR RESPECTIVE SHAREHOLDERS**

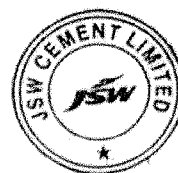
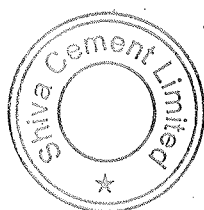
**UNDER SECTIONS 230 TO 232 READ WITH SECTION 52 AND SECTION 66 AND
OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013 READ
WITH THE COMPANIES (COMPROMISES, ARRANGEMENTS AND
AMALGAMATIONS) RULES, 2016**

(A) PREAMBLE

This Scheme of Arrangement between Shiva Cement Limited and JSW Cement Limited and their respective Shareholders ('the Scheme') is presented under Sections 230 to 232 read with Section 52 and Section 66 and other applicable provisions, if any, of the Companies Act, 2013, rules and regulations framed thereunder, as may be applicable, for reorganization of reserves of Shiva Cement Limited ("SCL" or "the Transferor Company"), for the amalgamation of the Transferor Company with JSW Cement Limited ("JCL" or "the Transferee Company") and post amalgamation reorganization of reserves of the Transferee Company. The Scheme also provides for various other matters consequential or otherwise integrally connected therewith.

(B) BACKGROUND OF THE COMPANIES

- i. The Transferor Company is a public limited company which is engaged in the business of manufacture and sale of cement, clinker and trading of allied products. The Transferor Company has installed clinker production capacity of 1.32 million metric ton per annum



(mtpa) in Odisha. Further, the Transferor Company operates 1 mtpa grinding unit set up vide an exclusive commercial arrangement with Bhushan Power & Steel Limited in Sambalpur, Odisha. The clinker manufactured by Transferor Company is partly used for captive production of Transferor Company's cement grinding and partly for grinding units of Transferee Company located in East. The Transferee Company holds 19,53,81,478 equity shares of the Transferor Company, amounting to approx. 66.23% equity share capital of Transferor Company. Furthermore, the Transferee Company holds 100% of the total issued, subscribed and paid-up 1% Optionally Convertible Cumulative Redeemable Preference share capital of the Transferor Company. Accordingly, the Transferor Company is a subsidiary of the Transferee Company. Equity Shares of the Transferor Company are listed on BSE Limited.

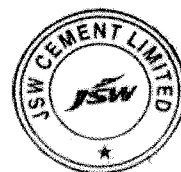
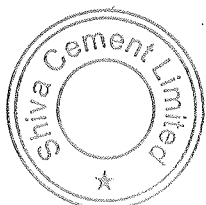
- ii. The Transferee Company is a public limited company engaged in the business of manufacture and sale of cement, ground granulated blast furnace slag and clinker and trading of allied products. The Transferee Company has, on a standalone basis, installed grinding capacity of 23.10 mtpa spread across south (11.00 mtpa), west (4.50 mtpa), north (2.50 mtpa) and east (5.10 mtpa); and on a consolidated basis, installed grinding capacity of 24.10 mtpa. Equity Shares of the Transferee Company are listed on Stock Exchanges *(as defined hereinafter)*.

(C) RATIONALE FOR THE SCHEME

The Scheme of Arrangement would help in reorganization of reserves of the Transferor Company while amalgamation of the Transferor Company and the Transferee Company will provide several benefits including synergy, attain efficiencies, cost competitiveness, etc. Various benefits arising pursuant to the Scheme are enlisted below:

Benefits in respect of reorganization of reserves of the Transferor Company.

The reorganization of reserves shall result in the right sizing of the financial statement of the Transferor Company which will reflect its true and fair financial position.

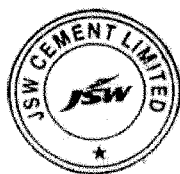
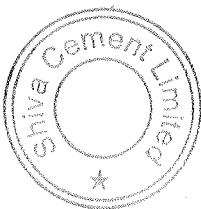


Benefits in respect of amalgamation of the Transferor Company with the Transferee Company.

With a view to consolidate the business and other interests of the Parties (*as defined hereinafter*), the Parties have decided that the Transferor Company with all its business and other interests, be amalgamated with the Transferee Company.

The Parties are of the view that the proposed amalgamation of the Transferor Company with and into the Transferee Company and the other arrangements contemplated under the Scheme, would benefit the shareholders and creditors of each of the Parties and would, *inter alia*, have the following benefits:

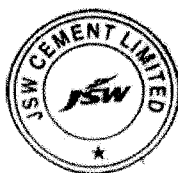
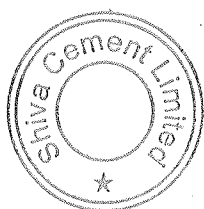
- *Synergies in business:* The Parties are engaged in similar and/ or complementary businesses and their proposed amalgamation pursuant to this Scheme will create synergies between their businesses, including by pooling of their financial, managerial, technical, distribution, marketing and other resources. The proposed amalgamation is expected to, inter-alia, result in reduction in costs, better alignment, coordination and streamlining of day-to-day operations of the units.
- *Optimization of raw material procurement:* The Transferor Company is engaged in clinker manufacturing, which is a key raw material in manufacturing of cement. The Transferor Company has a clinker manufacturing facility at Sundargarh, Odisha, having a capacity of 1.32 mtpa. The proposed amalgamation will result in backward integration of clinker manufacturing with the Transferee Company's cement manufacturing business. The internal availability of clinker is expected to reduce dependence on external procurement, improve supply-chain efficiency, and result in cost savings by avoiding third-party purchases and associated mark-ups.
- *Financial Synergies:* The proposed amalgamation will lead to greater ability of the consolidated entity to access and raise funds within a single entity on more favorable terms, leading to elimination of inter-company guarantees and facilitate more efficient funding arrangements.



- *Enhancing Shareholder Value:* The proposed amalgamation will enhance the economic value for the shareholders of the Transferor Company and the Transferee Company. It will result in deriving benefits for future capacity expansion and efficiency improvement measures marked by enhanced synergies and operational effectiveness. The public shareholders of the Transferor Company would become shareholders in the Transferee Company, which has a higher traded equity share base, greater market liquidity, and a diversified institutional investor base, thereby providing shareholders with enhanced liquidity, broader market participation, and improved opportunities for value realization. Shareholders in the Transferee Company get direct access to the economics of the Transferor Company.
- *Simplified structure and management efficiency:* The proposed amalgamation will result in a simplification of the existing corporate structure and eliminate administrative functions and duplications, reducing regulatory and legal compliances of two listed entities, eliminating multiple record keeping and reducing time and efforts for consolidation of financials at the group level, consequently reducing the administrative costs of maintaining separate companies, while reducing the multiple legal and regulatory compliances.
- *Unified Cement Platform:* Creating a consolidated cement platform supports Transferee Company's strategy, enabling category leadership, increased competitiveness, enhanced market share and efficient resource utilization.

Benefits in respect of reorganization of reserves of the Transferee Company.

Post amalgamation, the reorganization of reserves shall result in the right sizing of the financial statement of the Transferee Company which will reflect its true and fair financial position post amalgamation.



(D) PARTS OF THE SCHEME:

This Scheme of Arrangement is divided into the following parts:

- PART I Deals with the definitions, interpretation, date of taking effect and share capital of the Transferor Company and the Transferee Company;
- PART II Deals with adjustment of accumulated debit balance in the Retained Earnings with the Securities Premium Account of the Transferor Company;
- PART III Deals with the amalgamation of Transferor Company into the Transferee Company and other related matters;
- PART IV Deals with adjustment of the Amalgamation Adjustment Deficit Account created pursuant to the amalgamation with the Securities Premium Account of the Transferee Company; and
- PART V Deals with the general terms and conditions that would be applicable to the Scheme.

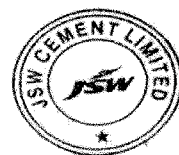
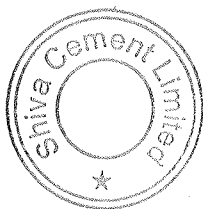
PART I

DEFINITIONS, INTERPRETATION AND SHARE CAPITAL

1 DEFINITIONS

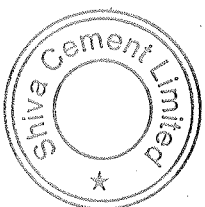
In this Scheme of Arrangement, unless inconsistent with the subject or context, the following expressions shall have the meaning respectively assigned against them:

- 1.1 **“Act” or “the Act”** means the Companies Act, 2013 and the rules and regulations made thereunder, as the case may be, and shall include any statutory modifications, amendments or re-enactment thereof for the time being in force;
- 1.2 **“Applicable Law(s)”** means to the extent applicable, all laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions,



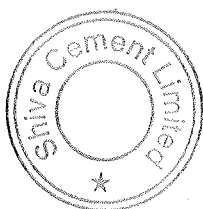
judgments, decrees or other requirements or official directives of any Governmental Authority or Person acting under the authority of any Governmental Authority and shall include, without limitation, the listing agreement executed with the applicable Stock Exchange(s).

- 1.3 **"Appointed Date"** means 1st April, 2026 or such other date as may be approved by the National Company Law Tribunal or such other Governmental Authority *(as defined hereinafter)*;
- 1.4 **"Approvals"** mean approvals, permissions, consents, validations, confirmations, waivers, no-objection letters, permits, grants, concessions, certificates, registrations, exemption orders, licenses and other authorizations required to be obtained from any Person, including any Governmental Authority, under Applicable Laws or otherwise.
- 1.5 **"Articles"** means the Articles of Association of the Transferee Company.
- 1.6 **"Board of Directors"** or **"Board"** means the Board of Directors of the Transferor Company or of the Transferee Company as the context may require and shall, unless it be repugnant to the context or otherwise, include a duly constituted committee of directors or any person(s) authorized by the Board of Directors or such committee of directors;
- 1.7 **"Effective Date"** or **"coming into effect of this Scheme"** or **"upon the scheme being effective"** or **"effectiveness of the Scheme"** means the last of the date or dates on which all the conditions and matters referred to in Clause 25 are fulfilled, obtained or waived off and the certified copy of the order of the National Company Law Tribunal, Mumbai Bench sanctioning this Scheme of Arrangement is filed by the Transferor Company and the Transferee Company with the Registrar of Companies, Mumbai whichever is later.
- 1.8 **"Encumbrance"** means any form of legal or equitable encumbrance or security interest including without limitation (i) any options, claim, pre-emptive right, easement,



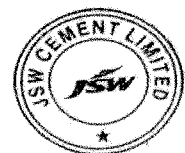
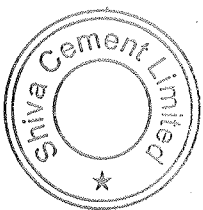
limitation, attachment, restraint, mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, escrow, title retention, security interest or other encumbrance or interest of any kind securing or conferring any priority of payment in respect of any obligation of any person, including any right granted by a transaction or other type of preferential arrangement or interest which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law, including any option or right of pre-emption, public right, common right, easement rights, any attachment, restriction on use, transfer, receipt of income or exercise of any other attribute of ownership, right of set off and/or any other interest held by a third party; (ii) any voting agreement, conditional sale contracts or agreements, interest, option, right of first offer, first, last or other refusal right, proxy, power of attorney, or transfer restriction; (iii) any adverse claim as to title, possession or use; and/or (iv) any agreement, conditional or otherwise, to create any of the foregoing and the terms "Encumbered", "Encumber" shall be construed accordingly.

- 1.9 **“Equity Shares”** with respect to a company, mean the fully paid-up equity shares of such company.
- 1.10 **"Governmental Authority(ies)"** means: (i) any applicable international, supra-national, national, state, city or local government, legislative body, regulatory, administrative or statutory authority, including, but not limited to the Regional Director, the Ministry of Corporate Affairs, the Registrar of Companies and the National Company Law Tribunal; (ii) any commission, organization, agency, department, ministry, board, bureau or instrumentality of any of the foregoing (and "instrumentality of any of the foregoing" includes any entity owned or controlled by any of such foregoing authorities); (iii) any industrial development corporation, stock exchange or similar self-regulatory or quasi-governmental agency or private body exercising any regulatory or administrative functions of or relating to the government, SEBI, Stock Exchange(s); (iv) any arbitrator, arbitral body, tribunal or court or other law, rule or regulation making entity; and (v) any state or other subdivision thereof or any municipality, district or other



subdivision thereof, having or purporting to have jurisdiction over any or all of the Parties;

- 1.11 **"IT Act"** means the Indian Income-tax Act, 1961 and / or Indian Income Tax Act, 2025, as may be applicable, including any statutory modifications, re-enactments or amendments thereof, for the time being in force, read with the relevant rules, regulations and/or circulars issued thereunder
- 1.12 **"JCL" or "the Transferee Company"** means JSW Cement Limited (CIN: L26957MH2006PLC160839), a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at JSW Centre Bandra Kurla Complex, Bandra (East), Mumbai – 400051;
- 1.13 **"Listing Regulations"** mean the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- 1.14 **"NCLT"** means the National Company Law Tribunal, Mumbai Bench, the National Company Law Appellate Tribunal and any other competent authority as constituted and authorized as per the provisions of the Act for approving any scheme of arrangement, compromise or reconstruction of companies under Section 230-232 of the Act;
- 1.15 **"Parties"** mean the Transferor Company and the Transferee Company, collectively.
- 1.16 **"Person"** means any natural person, limited or unlimited liability company, corporation, partnership firm (whether limited or unlimited), proprietorship firm, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as an entity under Applicable Law.
- 1.17 **"Record Date"** means for the purposes of Part III, the date to be mutually fixed by the Transferor Company and the Transferee Company for determining the shareholders of



the Transferor Company that are to be issued Equity Shares of the Transferee Company pursuant to this Scheme.

1.18 **"Registered Valuer"** means a Person registered as a valuer in terms of Section 247 of the Act.

1.19 **"RoC Mumbai"** means the Registrar of Companies, Mumbai.

1.20 **"Scheme"** or **"the Scheme"** or **"this Scheme"** means this Scheme of Arrangement between Shiva Cement Limited and JSW Cement Limited and their respective Shareholders in its present form or with any modification(s) made under Clause 23 of this Scheme as approved or directed by the NCLT or any other competent authority.

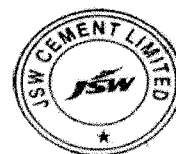
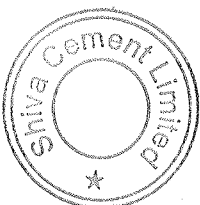
1.21 **"SEBI"** means the Securities and Exchange Board of India.

1.22 **"SEBI Circular"** means the circular issued by the SEBI, being SEBI Master Circular No. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023, and any amendments thereof, pursuant to the Listing Regulations.

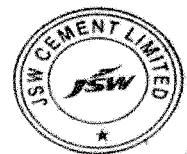
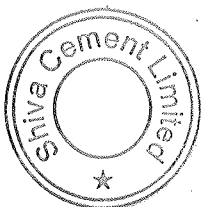
1.23 **"SPA"** means the line item classified as securities premium account as presented in the balance sheet of the Transferor Company and the Transferee Company, forming part of the reserves and surplus of the Transferor Company (if any) and the Transferee Company;

1.24 **"Stock Exchanges"** mean, the BSE Limited and the National Stock Exchange of India Limited, as applicable.

1.25 **"SCL"** or **"the Transferor Company"** means Shiva Cement Limited (CIN: L26942MH1985PLC470630) a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Jindal Mansion, 5A, Dr. G. Deshmukh Marg, Mumbai- 400026, Maharashtra, India.

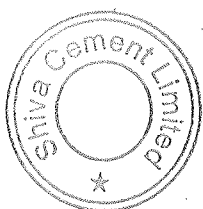


- 1.26 **"Tax Laws"** means all Applicable Laws dealing with Taxes including but not limited to IT Act, Customs Act, 1962, Central Excise Act, 1944, Central Goods and Services Tax Act, 2017, State Goods and Services Tax Act, 2017, Integrated Goods and Services Tax Act, 2017, Union Territory Goods and Services Tax Act, 2017, state sales tax laws, Central Sales Tax Act, 1956, service tax, or regulations dealing with taxes or duties or levies or any other levy of similar nature;
- 1.27 **"Tax" or "Taxes"** means any and all taxes (direct or indirect), surcharges, fees, levies, duties, tariffs, imposts and other charges of any kind, in each case in the nature of a tax, imposed by any Governmental Authority (whether payable directly or by withholding), including taxes based upon or measured by income, windfall or other profits, gross receipts, property, sales, severance, branch profits, customs duties, excise, central value added tax, central sales tax, sales tax, entiy tax, tax deducted at source, tax collected at source, self assessment tax, advance tax, service tax, goods and services tax, stamp duty, transfer tax, value-added tax, minimum alternate tax, banking cash transaction tax, equalisation levy, dividend distribution tax, buy-back tax, securities transaction tax, taxes withheld or paid, customs duty and registration fees (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto).
- 1.28 **"Undertaking"** means and includes the whole of the business and operations of the Transferor Company, as a going concern and includes all of the business, assets, properties, investments, rights, approvals, licenses and powers, leasehold rights and all its debts, outstanding, liabilities, duties and obligations of the Transferor Company, of whatsoever nature and kind and wherever situated, on a going concern basis and with continuity of business of the Transferor Company, which shall mean and include, without limitation:
- a) any and all of its immovable properties (including work in progress) and rights thereto i.e. land together with the buildings and structures standing thereon (whether, freehold, leasehold, leave and licensed, right of way, tenancies, sanctioned/allotted by the Governmental Authority or otherwise) including drains and culverts, civil works,



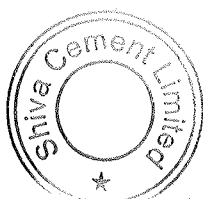
foundations for civil works, offices, guest house, colony, captive power plant, warehouses, workshops, sheds, stores, storages including coal storage, silo, DG room, roads, laboratory, boundary walls, soil filling works, benefits of any rental agreement for any use of premises, share of any joint assets, etc., and all documents (including panchnamas, declarations, receipts, sanction letters/orders, etc.) of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interests, benefits and interests of rental agreements for lease or license or other rights to use of premises, in connection with the said immovable properties;

- b) all the mines, including applications for mining leases, with all necessary licenses, approvals, clearances, all mine infrastructures standing on the mining lease land and surface rights, all letters of intent, composite licenses, whether already granted or for which applications are pending as on the Effective Date, including any arrangement/understanding to ensure uninterrupted supply of mineral and/or right granted to use mineral from any other source;
- c) any and all of its assets (including work in progress), as are movable in nature, whether present or future or contingent, tangible or intangible, in possession or reversion, corporeal or incorporeal (including plant and machinery, boilers, turbines, handling equipments including coal handling equipments, dumpers, excavators, shovel, surface miners, cranes, capital work in progress, electrical fittings, air conditioners, furniture, fixtures, appliances, accessories, power lines, office equipments, computers, communication facilities, installations, vehicles, inventory and tools and plants), stock-in-trade, stores and spares, stock-in-transit, raw materials, finished goods, supplies, packaging items/materials, actionable claims, prepaid expenses, bills of exchange, promissory notes, current assets, earnest monies and receivables, sundry debtors, financial assets, outstanding loans and advances, recoverable in cash or in kind or for value to be received, provisions, receivables, funds, cash and bank balances and deposits including accrued interest thereto with Governmental Authority, semi-Government, local and other authorities and bodies, banks, customers and other persons, dividends

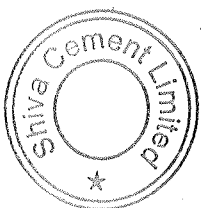


declared or interest accrued thereon, reserves, provisions, funds, insurances, the benefits of any bank guarantees, performance guarantees and letters of credit;

- d) any and all of its permits, licenses (including factory license), mineral mining leases and/or rights (in present or arising in future) including any arrangement(s)/ understanding(s) between Transferor Company with a Government or private entity(ies) for securing mineral rights or mineral to use in its cement plants, permissions (including working permissions), right of way, approvals, authorizations, clearances, consents, benefits, registrations including import registrations, rights, entitlements, credits, certificates, awards, sanctions, allotments, quotas, no objection certificates, exemptions, pre-qualifications, bid acceptances, concessions, utilizations, subsidies, liberties and advantages (including consent/authorization granted by Pollution Control Board, environmental clearance and other licenses/permits granted/issued/given by any Governmental Authority, statutory or regulatory or local or administrative bodies) and other benefits (in each case including the benefit of any applications made for the same), approval for commissioning of project(s) and other licenses or clearances granted for the purpose of carrying on the existing business or in connection therewith including those relating to privileges, powers, facilities of every kind and description of whatsoever nature and the benefits thereto that form part of the Transferor Company;
- e) any and all of its Tax related assets, Tax deferrals, Tax credits (including any credits arising from advance Tax, self-assessment Tax, other income Tax credits, withholding Tax credits, minimum alternate Tax credits, central value added Tax credits, goods and services Tax credits, customs duty credit other indirect Tax credits and other Tax receivables), other claims under Tax Laws, privileges, incentives (including incentives in respect of income Tax, sales Tax, value added Tax, service Tax, excise duty, customs duties and goods and services Tax), benefits, Tax holidays, Tax refunds (including those pending with any Tax authorities), all Tax assets of both direct taxes and indirect taxes including refunds filed pending to be adjudicated and refunds to be filed, advantages, benefits and all other rights, privileges, powers and facilities of every kind and description of whatsoever nature and the benefits thereto;

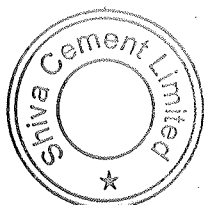


- f) all contracts, agreements including power purchase agreement(s) of the Transferor Company, fuel supply agreement(s), consultancy agreements, purchase orders/service orders, operation and maintenance contracts, benefit of any arrangements, allotments, approvals, authorities, registrations, exemptions, benefits, waivers, security and other agreements, engagements, memoranda of understanding, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, minutes of meetings, bids, tenders, tariff policies, expression of interest, letters of intent, arrangements, understandings, engagements, indemnity, guarantees, powers of attorney, authorities given by, issued to, or executed in favor of the Transferor Company, deeds and instruments, including hire and purchase arrangements, lease/license agreements, tenancy rights, agreements/panchnamas for right of way, equipment purchase agreements, agreement with customers, purchase and other agreements with the supplier/manufacturer of goods/service providers, other arrangements, undertakings, deeds, bonds, schemes, concession agreements, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether vested or potential and written, oral or otherwise and all rights, title, interests, claims and benefits thereunder;
- g) all intangible assets, including all intellectual property rights and all goodwill attached to such intellectual property rights;
- h) all rights to use, subscribe, avail telephones, facsimile, e-mail, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interests held in trusts, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, liberties and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in control of or vested in or granted in favor of or enjoyed by the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or control of or vested in or granted in favor of or held for the benefit of or enjoyed by the Transferor



Company including accumulated experience or performance qualifications including financial, technical, manufacturing and other qualifications, approved tenders, past experience and credentials, business track record;

- i) all books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), test reports, computer programmes, drawings, manuals, data, databases including databases for procurement, commercial and management, catalogues, brochures, pamphlets, quotations, sales and advertising materials, product registrations, dossiers, product master cards, lists of present and former customers and suppliers including service providers, other customer information, customer credit information, customer/supplier pricing information, and all other books and records, whether in physical or electronic form and all other interest of whatsoever nature belonging to or in the ownership, power or possession and in the control of or vested in or granted in favor of or held for the benefit of or enjoyed by the Transferor Company.
- j) all insurance policies of the Transferor Company;
- k) all investments, including long term, short term, quoted, unquoted investments in different instruments, including shares, debentures, warrants and bonds, held by the Transferor Company if any;
- l) amounts claimed or to be claimed including the receivables by the Transferor Company from any Governmental Authority;
- m) all application monies, advance monies, earnest monies and security and other deposits paid to any person, including any Governmental Authority, and payments against other entitlements;
- n) any and all of its debts (whether in INR or foreign currency), liabilities (including debentures or any other debt securities / instruments if any, bills payable, interest accrued, provisions and all other liabilities including contingent liabilities, and



obligations under any licenses or permits or schemes), loans raised and used, obligations incurred, duties of any kind, nature or description and undertakings of every kind or nature and the liabilities of any description whatsoever whether or not provided in the books of accounts or disclosed in the financial statements of the Transferor Company, whether present or future, and howsoever raised or incurred or utilized along with any charge, encumbrance, lien or security thereon;

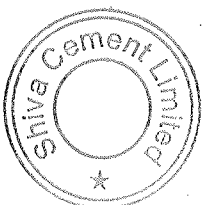
- o) all of its staff and employees, and other obligations of whatsoever kind, including liabilities of the Transferor Company, with regard to its staff and employees, with respect to the payment of gratuity, superannuation, pension, benefits and provident fund or other compensation or benefits, if any, whether in the event of resignation, death, retirement, retrenchment or otherwise as on the Effective Date; and
- p) all suits, actions, legal or other proceedings, including quasi-judicial, arbitral and other administrative proceedings of whatsoever nature, involving or continued or to be enforced by or against the Transferor Company.

1.29 **"Valuation Reports"** means the report dated September 29, 2026 issued by PwC Business Consulting Services LLP (Registration No. IBBI/RV-E/02/2022/158) and BDO Valuation Advisory LLP (Registration IBBI/RV-E/02/2019/103), obtained jointly by the Transferee Company and the Transferor Company.

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations, bye laws, as the case may be, including any statutory modification or re-enactment thereof from time to time.

2 INTERPRETATION

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the IT Act, the Securities Contract (Regulation) Act, 1956, Listing Regulations, the



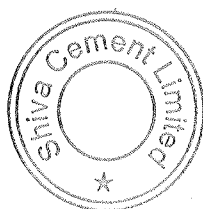
Depositories Act, 1996 or other Applicable Laws, rules, regulations, bye-laws, as the case may be, or any statutory modification or re-enactment thereof from time to time.

In this Scheme, unless the context otherwise requires:

- the headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Scheme;
- words in the singular shall include the plural and vice-versa;
- 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;
- wherever the word "include", "includes", or "including" is used in this Scheme, it shall be deemed to be followed by the words "without limitation";
- any reference to any enactment, rule, regulation, notification, circular or statutory provision is a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted (with or without modification) and includes all rules, regulations, circulars, notifications, instruments or orders made under such enactment;
- any reference to an "agreement" or "document" shall be construed as a reference to such agreement or document as amended, varied, supplemented or novated in writing at the relevant time in accordance with the requirements of such agreement or document;
- where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words; and
- any reference to "INR" is to Indian Rupees.

3 DATE OF TAKING EFFECT AND OPERATIVE DATE

- 3.1 The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the NCLT or made under Clause 23 of this Scheme shall be effective from the Appointed Date but shall become operative from the Effective Date. The various parts of the Scheme shall be deemed to have taken effect in the following sequence:



- a) Firstly, Part II of the Scheme shall be deemed to have taken effect, prior to Part III and Part IV of the Scheme;
- b) Part III of the Scheme shall be deemed to have been taken effect, after Part II of the Scheme and prior to Part IV of the Scheme.
- c) Part IV of the Scheme shall be deemed to have been taken effect, immediately after Part II and Part III of the Scheme take effect.

4 SHARE CAPITAL

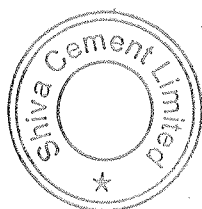
4.1 The Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferor Company as on 30th June, 2026 is as under:

Particulars	Amount (in INR)
Authorized Share Capital	
40,00,00,000 Equity Shares of INR 2/- each	80,00,00,000
2,00,00,000 1% Optionally Convertible Cumulative Redeemable Preference Shares of INR 100/- each	2,00,00,00,000
Total	2,80,00,00,000
Issued, Subscribed and Paid-up Share Capital	
29,50,00,000 Equity Shares of INR 2/- each, fully paid up	59,00,00,000
1,00,00,000 1% Optionally Convertible Cumulative Redeemable Preference Shares of INR 100/- each	1,00,00,00,000
Total	1,59,00,00,000

Subsequent to the above date, there has been no change in the Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferor Company.

The Transferee Company holds ~66.23% of the total issued, subscribed and paid-up equity share capital of the Transferor Company.

Furthermore, the Transferee Company holds 100% of the total issued, subscribed and paid-up 1% Optionally Convertible Cumulative Redeemable Preference Share capital of the Transferor Company.



- 4.2 The Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferee Company as on 30th June, 2026 is as under:

Particulars	Amount (in INR)
Authorized Share Capital	
1,80,00,00,000 Equity Shares of INR 10/- each	18,00,00,00,000
17,00,00,000 0.01% Preference Shares of INR 100/- each	17,00,00,00,000
Total	35,00,00,00,000
Issued, Subscribed and Paid-up Share Capital	
1,36,33,64,936 Equity Shares of INR 10/- each, fully paid up	13,63,36,49,360
Total	13,63,36,49,360

Subsequent to the above date, there has been no change in the Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferee Company.

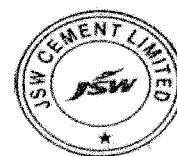
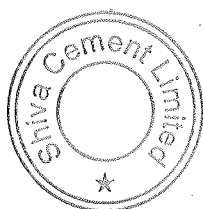
PART II

ADJUSTMENT OF ACCUMULATED DEBIT BALANCE IN THE RETAINED EARNINGS WITH THE SECURITIES PREMIUM ACCOUNT OF THE TRANSFEROR COMPANY

5 Pursuant to the Part II of this Scheme becoming effective and with effect from the Appointed Date:

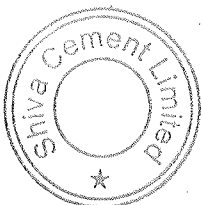
- 5.1 As per Section 230 read with Section 52 and Section 66 of the Act, upon the Scheme becoming effective, and with effect from the Appointed Date, the SPA of the Transferor Company shall be reduced in the following manner:

The opening debit balance of the Retained Earnings appearing in the books of accounts of the Transferor Company as on the Appointed Date, representing accumulated losses of the Transferor Company shall be adjusted against the opening credit balance of SPA



of the Transferor Company as on the Appointed Date, to the extent of balance available in the said SPA.

- 5.2 The reduction of SPA as aforesaid would not involve diminution of liability in respect of unpaid share capital, if any. The proposed reduction would not in any way adversely affect the operations of the Transferor Company or the ability of the Transferor Company to honor its commitment or to pay its debts in ordinary course of business. Further, no compromise or arrangement is contemplated to be made with the creditors of the Transferor Company under the Scheme;
- 5.3 The reduction of the debit balance in Retained Earnings of the Transferor Company by way of the adjustment set out in this Clause 5 against the amounts held in SPA of the Transferor Company does not involve the reduction of the issued, subscribed and paid-up share capital of the Transferor Company. Further, the reduction does not envisage the transfer or vesting of any of the properties and/or liabilities of the Transferor Company to any person or entity, and consequently, the order of the NCLT to the extent of this Part of the Scheme will not attract any stamp duty.
- 5.4 The approvals including approvals from the shareholders of the Transferor Company received pursuant to the provisions of the Sections 230 to 232 of the Act under this Scheme shall be deemed to be sufficient approval(s) for giving effect to the provisions of this Clause 5 including Section 52, Section 66 and the other related provisions of the Act. The Transferor Company shall neither be required to, nor shall be obliged to, (i) call for a separate meeting of its shareholders and creditors for obtaining their approval sanctioning the reduction of the SPA of the Transferor Company; or (ii) obtain any additional approvals / compliances under Section 66 of the Act.
- 5.5 The reduction in the SPA of the Transferor Company in the manner contemplated in this Scheme would neither have any impact on the shareholding pattern of the Transferor Company nor would it have any adverse impact on the creditors or employees of the Transferor Company. The order of the NCLT sanctioning this Scheme shall also be



deemed to be an order passed under Section 52 read with Section 66 of the Act for the purpose of confirming the reduction.

6 Accounting Treatment

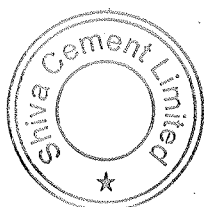
- 6.1 On Part II of this Scheme becoming effective and with effect from Appointed Date, the Transferor Company shall prior to giving effect of clause 9 of Part III and clause 21 of Part IV of the Scheme, account for reduction of SPA in accordance with Section 66 read with Section 52 of the Act and applicable rules and regulations made thereunder:
- a. The opening debit balance in Retained Earnings in the books of Transferor Company as on the Appointed Date shall be adjusted against the corresponding opening credit balance in the SPA of the Transferor Company as on the Appointed Date, to the extent of balance available in the said SPA; and
 - b. Post giving effect to the adjustment set out in clause 5.1, the residual opening balance, if any, of the Retained Earnings of the Transferor Company as on the Appointed Date shall, upon the Part III of the Scheme becoming effective, be merged with and form part of the Retained Earnings of the Transferee Company as per applicable accounting standards mentioned in clause 9 of Part III of this Scheme.

PART III

AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFEE COMPANY

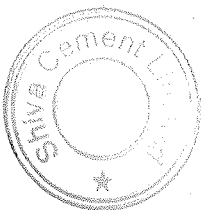
7 Transfer and vesting of the Transferor Company into and with the Transferee Company

- 7.1 On Part II of the Scheme being effective and subject to the provisions of this Scheme as specified hereinafter and with effect from the Appointed Date (unless otherwise as specified therein), the entire business and the Undertaking of the Transferor Company including all their properties and assets, (whether movable or immovable, tangible or

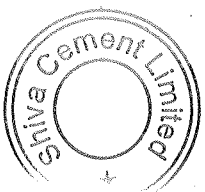


intangible), and any documents of title, rights and easements in relation thereto, shall stand vested in the Transferee Company, mines (including all clearances and approvals), leasehold assets and other properties, real, in possession or reversion, present and contingent assets (whether tangible or intangible) of whatsoever nature, all the receivables, advances, deposits, borrowings, approvals, intellectual property rights, insurance covers or claims, records, licenses, rights, etc., and assets of the Transferor Company comprising amongst others all plant and machinery, investments, and business licenses (including mining licenses and prospecting licenses and applications therefor), permits, authorizations, sanctioned limits if any, rights and benefits of all agreements and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals, advance and other taxes paid to the authorities, brand names, trademarks, copy rights, lease, tenancy rights, statutory permissions, consents and registrations, all rights or titles or interest in properties by virtue of any court decree or order, all records, files, papers, contracts, licenses, power of attorney, lease, tenancy rights, letter of intents, permissions, benefits under income tax, such as credit for advance tax, tax deducted at source, unutilized deposits or credits, minimum alternate tax, tax refunds, credit for service tax, sales tax / value added tax / goods and service tax and / or any other statutes, incentives under indirect taxes, if any, and all other rights, title, interest, contracts, consent, approvals or powers of every kind and description, agreements shall, pursuant to the order of NCLT and pursuant to provisions of Sections 230 to 232 of the Act and other applicable provisions of the Act and without further act, instrument or deed, but subject to the charges affecting the same be vested and/or deemed to be vested in Transferee Company on a going concern basis so as to become the assets of the Transferee Company with all rights, title, interest or obligations of the Transferor Company therein.

- 7.2 In respect of the assets and properties of the Transferor Company which are immovable in nature, if any, including titles, rights, interest and easements in relation thereto, the same shall stand transferred to the Transferee Company with effect from the Appointed Date, without any act or deed or conveyance being required to be done or executed by the Transferor Company and/ or the Transferee Company;

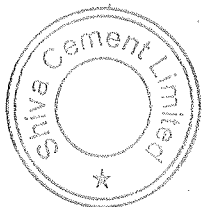


- 7.3 For the avoidance of doubt and without prejudice to the generality of Clause 7.2 above and Clause 7.4 below, it is clarified that, with respect to the immovable properties of Transferor Company in the nature of land and buildings, the Transferor Company and/ or the Transferee Company shall register the true copy of the orders of the NCLT approving the Scheme with the offices of the relevant Sub-registrar of Assurances or similar registering authority having jurisdiction over the location of such immovable property and shall also execute and register, as required, such other documents which may be necessary in this regard. It is clarified that any document executed pursuant to this Clause 7.3 or Clause 7.4 below will be for the limited purpose of meeting regulatory requirements and shall not be deemed to be a document under which the transfer of any asset of the Transferor Company takes place and all assets of the Transferor Company shall be transferred solely pursuant to and in terms of this Scheme and the order of the NCLT sanctioning this Scheme;
- 7.4 Notwithstanding anything contained in this Scheme, with respect to the immovable properties of the Transferor Company in the nature of land and buildings situated in states other than the state of Maharashtra, whether owned or leased, for the purpose of, inter alia, payment of stamp duty, and vesting in the Transferee Company, if the Transferor Company so decides, the Transferor Company and/ or the Transferee Company, may execute and register or cause so to be done, separate deeds of conveyance or deeds of assignment of lease, as the case may be, in favor of the Transferee Company in respect of such immovable properties. Each of the immovable properties, only for the purposes of payment of stamp duty (if required under Applicable Law), shall be deemed to be conveyed at a value as determined by the relevant authorities in accordance with the applicable circle rates. The transfer of such immovable properties shall form an integral part of this Scheme;
- 7.5 Subject to the provisions of this Scheme as specified hereinafter and with effect from the Appointed Date, in respect of all the movable assets of the Transferor Company and the



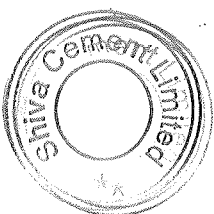
assets which are otherwise capable of transfer by physical or constructive delivery and/or by endorsement and delivery, or by vesting and recording including without limitation equipment, furniture, fixtures, books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records, whether in physical form or electronic form or in any other form, shall stand vested in the Transferee Company, and shall become the property and an integral part of the Transferee Company, including cash on hand, shall be so transferred to the Transferee Company and deemed to have been physically handed over by physical delivery or by endorsement and delivery, as the case may be, to the Transferee Company to the end and intent that the property and benefit therein passes to the Transferee Company with effect from the Appointed Date pursuant to such delivery.

- 7.6 Subject to the provisions of this Scheme as specified hereinafter and with effect from the Appointed Date, in respect of any assets of the Transferor Company other than those mentioned in Clause 7.5 above, including without limitation investments in shares and any other securities, actionable claims, sundry debtors, outstanding loans, advances recoverable in cash or kind or value to be received from other authorities and bodies and customers, bank balances and deposits, if any with Governmental Authorities, semi-Governmental Authorities, local and other authorities and bodies, customers and other persons, cheques on hand, the Transferor Company may, if so required by the Transferee Company, issue notices in such form as the Transferee Company may deem fit and proper stating that pursuant to the NCLT having sanctioned this Scheme between the Transferor Company and the Transferee Company under Sections 230 to 232 of the Act, the relevant debt, loan, advance or other asset, be paid or made good or held on account of the Transferee Company, as the person entitled thereto, to the end and intent that the right of the Transferor Company to recover or realize the same stands transferred to the Transferee Company and that appropriate entries should be passed in their respective books to record the aforesaid changes.



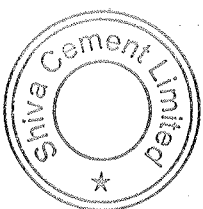
7.7 With effect from the Appointed Date, any statutory licenses (including the licenses granted to the Transferor Company by any Governmental Authority for the purpose of carrying on its business or in connection therewith), permissions, approvals, all allocations by the government, quotas, no objection certificates or consents to carry on the operations and business of the Transferor Company and to which the Transferor Company are entitled to in terms of the various statutes, schemes, policies etc., of the central or state governments, including, without prejudice to the generality of the foregoing, mining licenses and prospecting licenses and applications thereof, shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be appropriately mutated by the statutory authorities concerned in favor of the Transferee Company. The benefit of all statutory and regulatory permissions, registrations or other licenses and consents shall vest in and shall be in full force and effect against or in favor of the Transferee Company and may be enforced as fully and effectually as if instead of the Transferor Company, the Transferee Company had been the party thereto or the beneficiary or obligee thereof pursuant to this Scheme.

7.8 With effect from the Appointed Date, all debts, debt like instruments, borrowings, liabilities, contingent liabilities, duties and obligations of the Transferor Company, whether provided for or not in the books of accounts of the Transferor Company shall, pursuant to the Order of the NCLT or such other competent authority as may be applicable under Section 230 and other applicable provisions of the Act without any further act or deed, be transferred or deemed to be transferred to and vested in the Transferee Company, so as to become as from the Appointed Date the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company. It is hereby clarified that upon Scheme coming into effect from the Appointed Date, there shall be no accrual of interest or other charges in respect of inter-se loans, advances, investments, securities, receivables, payables, and other dues and all such loans, advances, investments, securities, receivables, payables, and other dues outstanding between Transferor Company and the Transferee Company, if any, will stand cancelled and there shall be no



further obligations/ outstandings (including with respect to accrual of interest) of the Transferor Company and the Transferee Company in this regard.

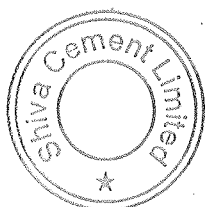
- 7.9 With effect from the Appointed Date, all incorporeal or intangible assets of the Transferor Company or granted to the Transferor Company including accumulated experience or performance qualifications including financial, technical, manufacturing and other qualifications, approved tenders, past experience and credentials, business track record shall stand vested in and transferred to the Transferee Company and shall become the property and integral part of the Transferee Company, by operation of law pursuant to the vesting order of the NCLT sanctioning this Scheme, without any further act, instrument or deed undertaken by the Transferor Company or the Transferee Company.
- 7.10 The transfer of assets and liabilities pursuant to this Clause 7 and the continuance of proceedings by the Transferee Company pursuant to Clause 11 shall not affect any transaction or proceedings already concluded by the Transferor Company after the Appointed Date till the Effective Date to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in regard thereto, as if done and executed by the Transferee Company on behalf of itself.
- 7.11 Where any of the debt, liabilities, duties and obligations of the Transferor Company as on the Appointed Date, deemed to be transferred to the Transferee Company have been discharged by the Transferor Company, as the case may be, after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company.
- 7.12 All the existing securities, mortgages, charges, Encumbrances or liens, if any, as on the Appointed Date and those created by the Transferor Company over the assets of the Transferor Company after the Appointed Date and subsisting as on the Effective Date shall, after the Effective Date, continue to relate and attach to such assets or any part



thereof to which they are related or attached prior to the Effective Date. Such securities, mortgages, charges, encumbrances or liens shall not relate or attach or extend to any of the other assets of the Transferee Company.

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

- 7.13 Without prejudice to the provisions of the foregoing Clauses, the Transferor Company and the Transferee Company shall execute all such instruments or documents or do all the acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies, Mumbai if any, to give formal effect to the above provisions, if required.
- 7.14 With effect from the Effective Date until such times the names of the bank accounts of the Transferor Company would be replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company in the name of the Transferor Company in so far as may be necessary. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Company after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company, if presented by the Transferee Company. The Transferee Company shall be allowed to maintain bank accounts in the name of Transferor Company for such time as may be determined to be necessary by the Transferee Company for presentation and deposition of cheques and pay orders that have been issued in the name of the Transferor Company.
- 7.15 All electricity, gas, water and any other utility connections and tariff rates in respect thereof sanctioned by various public sector and private companies, boards, agencies and authorities to the Transferor Company, together with security deposits and all other

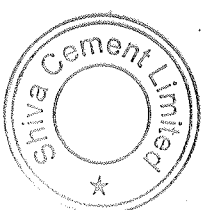


advances paid, shall stand automatically transferred in favor of the Transferee Company on the same terms and conditions without any further act, instrument, deed, matter or thing being made, done or executed. The relevant electricity gas, water and any other utility companies, boards, agencies and authorities shall issue invoices in the name of the Transferee Company with effect from the billing cycle commencing from the month immediately succeeding the month in which the Effective Date falls. The Transferee Company shall comply with the terms, conditions and covenants associated with the grant of such connection and shall also be entitled to refund of security deposits placed with such companies, boards, agencies and authorities by the Transferor Company.

7.16 All tax liabilities / refunds / credits / claims relating thereto of the Transferor Company under the Tax Laws to the extent not provided for or covered by tax provision in the financial statements made as on the date immediately preceding the Appointed Date shall be treated as liabilities / refunds / credits / claims of the Transferee Company from the Appointed Date and shall be transferred to the Transferee Company. Any surplus in the provision for taxation/ duties/ levies account including advance tax and TDS, credit for minimum alternative tax/ service tax, Goods and Service Tax or such other credits as on the date immediately preceding the Appointed Date will also be transferred to and become the advance tax/other tax of the Transferee Company. In addition, the tax losses and unabsorbed depreciation of the Transferor Company shall be carried forward and set off against future taxable income of the Transferee Company in the same manner and to the same extent as would have been enjoyed, availed or utilized by the Transferor Company under the Tax Laws.

7.17 Without prejudice to the generality of the above, all benefits, credits, refunds, exemptions, incentives or concessions under Tax Laws as may be applicable to which the Transferor Company are entitled to in terms of the applicable Tax Laws of the union and state governments in India, shall be available to and vest in the Transferee Company.

7.18 The Transferee Company shall be entitled to file / revise / modify / update its income tax returns, service tax returns, Value Added Tax returns, Central Sales Tax returns, Goods



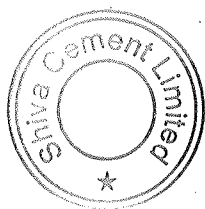
and Service Tax Return, tax deducted at source certificates, tax deducted at source returns and other statutory returns and filings, if required under the Tax Laws, and shall have the right to claim or adjust refunds, advance tax credits, credit for minimum alternate tax / tax deducted at source / foreign taxes withheld/ paid, input tax credits, of the Transferor Company if any, as may be required consequent to implementation of this Scheme.

- 7.19 For avoidance of doubt and without prejudice to the generality of any applicable provisions of this Scheme, it is clarified that in order to ensure the smooth transition and sales of products and inventory of the Transferor Company manufactured and/or branded and/or labelled and/or packed in the name of the Transferor Company prior to the Effective Date, the Transferee Company shall have the right to own, use, market, sell, exhaust or to in any manner deal with any such products and inventory (including packing material) pertaining to the Transferor Company at manufacturing locations or warehouses or retail stores or elsewhere, without making any modifications whatsoever to such products and/or their branding, packing or labelling. All invoices/ payment related documents pertaining to such products and inventory (including packing material) may be raised in the name of the Transferee Company after the Effective Date.

The Transferee Company shall be entitled to avail various benefits under industrial development incentive schemes and policies of the Government, if any that were being availed or were available to the Transferor Company. It is declared that pursuant to this Scheme, all the benefits under such incentive schemes and policies shall stand transferred and vested to the Transferee Company.

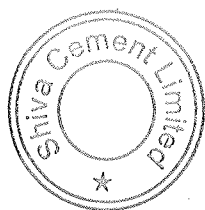
8 CONSIDERATION

- 8.1 Upon coming into effect of the Scheme and with effect from the Appointed Date, and in consideration of the transfer and vesting of the Undertaking of the Transferor Company in the Transferee Company pursuant to the Scheme, the Transferee Company shall, without any further application, act or deed, issue and allot to the equity shareholder(s) of the Transferor Company (except the Transferee Company) whose names are recorded



in the register of members as a member of the Transferor Company on the Record Date 5 (Five) Equity Shares of the face value of INR 10 (Indian Rupees Ten only) each fully paid-up, for every 41 (Forty One) equity shares of the face value of INR 2 (Indian Rupees Two only) each fully paid-up held by such member in the Transferor Company ("**Share Exchange Ratio**"), on the basis of the Valuation Report. The Equity Shares to be issued by the Transferee Company to the shareholders of Transferor Company in accordance with this Clause 8.1 shall be hereinafter referred to as "**New Equity Shares**". Further, the Equity Shares held by the Transferee Company in the Transferor Company shall stand cancelled and extinguished and no Equity Shares of the Transferee Company shall be allotted in lieu or in exchange of the same.

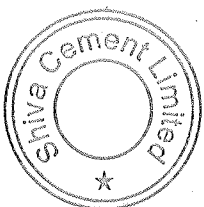
- 8.2 The New Equity Shares in the Transferee Company to be issued to the equity shareholders of the Transferor Company pursuant to Clause 8.1, shall rank pari-passu in all respects with the existing Equity Shares of the Transferee Company, including with respect to dividend, bonus, voting rights and other corporate benefits attached to the equity shares of the Transferee Company.
- 8.3 If any equity shareholder of the Transferor Company becomes entitled to a fractional Equity Share to be issued by the Transferee Company pursuant to Clause 8.1 of this Scheme, the Transferee Company shall not issue such fractional Equity Share to such equity shareholders of the Transferor Company, but shall consolidate all such fractional entitlements of all equity shareholders of the Transferor Company and round up to the next whole number and the Board of the Transferee Company shall, without any further act, instrument or deed, issue and allot New Equity Shares that represent the consolidated fractional entitlements to a trustee nominated by the Board of the Transferee Company ("**Trustee 1**") and the Trustee 1 shall hold New Equity Shares, with all additions or accretions thereto, in trust for the benefit of the equity shareholders of the Transferor Company who are entitled to the fractional entitlements (and their respective heirs, executors, administrators or successors) for the specific purpose of selling such New Equity Shares in the market within a period of 90 (ninety) days from the date of listing of New Equity Shares, and on such sale, distribute to the equity shareholders in



proportion to their respective fractional entitlements, the net sale proceeds of such New Equity Shares (after deduction of applicable taxes and costs incurred and subject to withholding tax, if any). It is clarified that any such distribution shall take place only after the sale of all the New Equity Shares of the Transferee Company that were issued and allotted to Trustee 1 pursuant to this Clause 8.3.

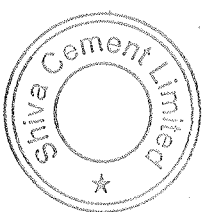
8.4 Each shareholder of the Transferor Company who holds Equity Shares in the Transferor Company in physical form shall be required to provide requisite details relating to his/her/ its accounts with a depository participant, to the Transferee Company prior to the Record Date to enable the Transferee Company to issue New Equity Shares to such shareholder in terms of Clause 8 of the Scheme. However, if no such details have been provided to the Transferee Company by the relevant shareholder(s) holding Equity Shares in the Transferor Company in physical form prior to the Record Date, the Transferee Company shall issue the corresponding New Equity Shares in dematerialized form to a trustee nominated by the Board of the Transferee Company ("**Trustee 2**") who shall hold these New Equity Shares in trust for the benefit of the relevant shareholder(s) of the Transferor Company. The New Equity Shares of the Transferee Company held by the Trustee 2 for the benefit of the relevant shareholder(s) of the Transferor Company shall be transferred to the relevant shareholder(s) once such shareholder(s) provides the details of his / her / its demat account to the Trustee 2, along with such other documents as may be required by the Trustee 2.

8.5 Further, as the entire issued, subscribed and paid-up 1% optionally convertible cumulative redeemable preference shares capital of the Transferor Company is held by the Transferee Company, no shares of the Transferee Company shall be allotted towards discharge of consideration or in lieu or exchange of the 1% optionally convertible cumulative redeemable preference shareholding in the Transferor Company. Upon the coming into effect of this Scheme, the share certificates, if any, and/or the shares in electronic form representing the 1% optionally convertible cumulative redeemable preference shares in the Transferor Company shall be deemed to be cancelled without



any further act or deed for cancellation thereof and shall cease to be in existence accordingly.

- 8.6 On the approval of this Scheme by the Board and members of each of the Parties pursuant to Sections 230-232 of the Act and other relevant provisions of the Act, if applicable, it shall be deemed that the Board and members of each of the Parties have also accorded their consent under Sections 13, 42, 61, 62(1)(c) and 64 of the Act and/ or any other applicable provisions of the Act and the relevant provisions of the Articles, as may be applicable, for the aforesaid issuance of New Equity Shares of the Transferee Company to the shareholders of the Transferor Company and amendment of the memorandum of association of the Transferee Company, and no further resolution or actions, including compliance with any procedural requirements, shall be required to be undertaken by the Transferee Company under Sections 13, 42, 61, 62(1)(c) or 64 of the Act and/ or any other applicable provisions of the Act. Upon this Scheme coming into effect, the Transferee Company shall, if required, file all necessary documents/ intimations as per the provisions of Act with RoC Mumbai or any other applicable Governmental Authority to record the amalgamation of Transferor Company with and into the Transferee Company, issuance of the New Equity Shares of the Transferee Company to the shareholders of the Transferor Company and dissolution of the Transferor Company, in the manner set out in Part III of this Scheme.
- 8.7 In the event that the Parties restructure their share capital by way of share split / consolidation / issue of bonus shares etc. during the pendency of the Scheme, the share exchange ratio as per Clause 8.1 shall be adjusted accordingly to take into account the effect of any such corporate actions.
- 8.8 Further, the Transferee Company shall, and to the extent if required, take all the necessary steps and approvals required to increase its authorized share capital on or before the Effective Date for issuance of the New Equity Shares as per this Clause 8.
- 8.9 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Transferor Company, the Board of the Transferee Company



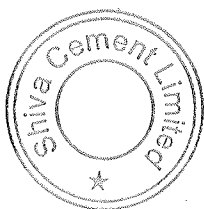
shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer as if such changes in the registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor or transferee of equity shares in the Transferor Company, as applicable, after the effectiveness of this Scheme. The Board of the Transferee Company shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme.

8.10 New Equity Shares to be issued by the Transferee Company pursuant to Clause 8 in respect of such of the equity shares of the Transferor Company which are held in abeyance under the provisions of Section 126 of the Act or otherwise shall, pending allotment or settlement of dispute by order of Court or otherwise, also be kept in abeyance by the Transferee Company.

8.11 The New Equity Shares to be issued and allotted in terms of this Clause, shall, in compliance with the requirement of applicable regulations, be listed and/or admitted to trading on the Stock Exchange where the existing equity shares of the Transferee Company are listed. The Transferee Company shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with Applicable Laws or regulations for complying with the formalities of the Stock Exchange(s). On completion of formalities, the Stock Exchange(s) shall list and/or admit the New Equity Shares for the purpose of trading.

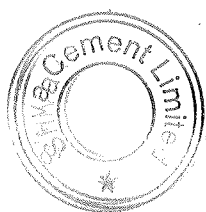
8.12 The Transferee Company shall, if and to the extent required, apply for and obtain any approvals from the concerned Governmental Authorities for the listing of the New Equity Shares issued to the shareholders of the Transferor Company under the Scheme. Such shares shall remain frozen in the depositories' system till relevant directions in relation to listing / trading are given by the Stock Exchanges.

9 ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEE COMPANY

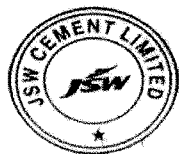
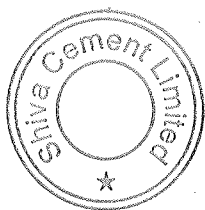


Notwithstanding anything to the contrary herein, upon this Scheme becoming effective, with effect from the Appointed Date, the Transferee Company shall give effect to the accounting treatment in the books of account in accordance with Pooling of Interest Method of accounting as laid down in Appendix C of Indian Accounting Standards ("**Ind AS**") 103 (Business Combinations of entities under common control) notified under Section 133 of the Act read with the Companies (Indian Accounting Standard) Rules, 2015, and other accounting principles generally accepted in India as may be amended from time to time, such that:

- 9.1 The Transferee Company shall record all the assets and liabilities of the Transferor Company vested in it pursuant to this Scheme, at the carrying values as appearing in the consolidated financial statements of the Transferee Company.
- 9.2 The identity of the reserves of the Transferor Company, as appearing in consolidated financial statements of the Transferee Company, shall be preserved and the Transferee Company shall record the reserves of the Transferor Company, in the standalone and consolidated financial statements of Transferee Company, after giving effect to Clause 6 of Part II of the Scheme, to the extent applicable.
- 9.3 Pursuant to the amalgamation of the Transferor Company with the Transferee Company, the inter-company loans/ balances between the Transferee Company and the Transferor Company, if any, appearing in the books of the Transferee Company shall stand cancelled and there shall be no further obligation in that behalf.
- 9.4 The value of investments held by the Transferee Company in the Transferor Company shall stand cancelled pursuant to amalgamation.
- 9.5 The consideration issued by the Transferee Company to the shareholders of the Transferor Company, as prescribed in clause 8.1 of this Scheme, shall be recognized at nominal /face value and credited to the Equity Share Capital of the Transferee Company.



- 9.6 The surplus or deficit, if any, arising after taking the effect of Clauses 9.1, 9.2, 9.4 and 9.5, shall be transferred to "Amalgamation Adjustment Deficit Account" in the financial statements of the Transferee Company.
- 9.7 In case of any differences in accounting policies between the Transferor Company and the Transferee Company, the accounting policies followed by the Transferee Company shall prevail to ensure that the financial statements reflect the financial position based on consistent accounting policies.
- 9.8 Comparative financial information in the standalone financial statements of the Transferee Company shall be restated for the accounting impact of amalgamation, as stated above, as if the amalgamation had occurred from the beginning of the comparative period presented.
- 9.9 For accounting purposes, the Scheme will be given effect when all substantial conditions for the amalgamation of the Transferor Company are completed.
- 9.10 Any matter not dealt with in clauses hereinabove shall be dealt with in accordance with the requirement of applicable Ind AS and other accounting principles generally accepted in India.



10 CONDUCT OF BUSINESS TILL THE EFFECTIVE DATE

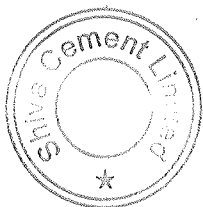
10.1 With effect from the Appointed Date and up to and including the Effective Date, the Transferor Company shall carry on and be deemed to have been carrying on its business and activities and shall stand possessed of and hold all of the business for and on account of and for the benefit of and in trust for the Transferee Company. Further, all the profits or income accruing or arising to the Transferor Company or expenditure, or losses arising to or incurred by the Transferor Company, with effect from the Appointed Date shall for all purposes and intents be treated and be deemed to be and accrue as the profits or income or expenditure or losses of the Transferee Company, as the case may be.

10.2 With effect from the date of approval of this Scheme by the Board of Directors of the Parties and up to and including the Effective Date:

- (a) The Transferor Company shall carry on its business and activities in the ordinary course of business with reasonable diligence and business prudence. The Transferor Company shall not make borrowings or undertake financial commitments either for itself or on behalf of group companies or any third party or sell, transfer, alienate, mortgage, charge, or encumber or otherwise deal with or dispose of its assets, business or undertaking or any part thereof, without the prior written consent of the Transferee Company.
- (b) The Transferee Company shall be entitled to apply to the Central Government and any other Government or statutory authorities/agencies/body concerned as are necessary under any law for such consents, approvals, licenses, registrations and sanctions which the Transferee Company may require to carry on the business of the Transferor Company.

11 LEGAL PROCEEDINGS

11.1 With effect from the Appointed Date, the Transferee Company shall bear the burden and the benefits of any legal or other proceedings (including tax proceedings) initiated by or against the Transferor Company. Upon the Scheme being effective from the Appointed Date, if any notice, dispute, suit, appeal, complaint, claim or other proceeding of whatsoever nature by or against the Transferor Company, including (but not limited to)

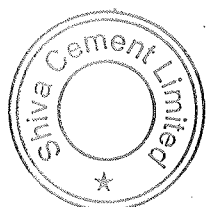


those before any Governmental Authority, be pending, the same shall not abate, be discontinued or in any way be prejudicially affected by reason of the amalgamation of Transferor Company with and into the Transferee Company, or of anything contained in this Scheme but the proceedings shall be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company, pursuant to the order of NCLT and pursuant to provisions of Sections 230 to 232 of the Act and other applicable provisions of the Act and without further act, instrument or deed, be vested and/or deemed to be vested in Transferee Company.

- 11.2 From the date of approval of this Scheme by the Board of the Parties and until the Effective Date, the Transferor Company shall defend all legal proceedings, other than in the ordinary course of business, with the advice and instructions of the Transferee Company.

12 STAFF & EMPLOYEES

- 12.1 Upon this Scheme becoming effective, all employees, if any, of the Transferor Company in service on the Effective Date shall be deemed to have become employees of the Transferee Company with effect from the Appointed Date without any break, discontinuance or interruption in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Transferee Company shall not be less favorable than those applicable to them with reference to the Transferor Company on the date on which the Scheme becomes effective.
- 12.2 It is expressly provided that, upon the Scheme becoming effective, the Provident Fund, Gratuity Fund, Pension Fund, Superannuation Fund or any other Special Fund or Trusts (hereinafter referred to as Fund or Funds) created or existing for the benefits of the employees of the Transferor Company, if any, shall become trusts/funds of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided

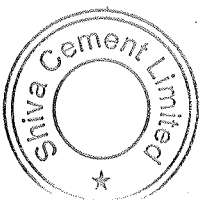


in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such Fund or Funds shall become those of the Transferee Company. It is clarified that the services of the staff and employees of the Transferor Company will be treated as having been continuous for the purpose of the said Fund or Funds.

12.3 At present, there are no employee stock option schemes or any other benefit schemes of similar nature, in effect for the employees of the Transferor Company. It is clarified that save as expressly provided for in this Scheme, the employees of the Transferor Company who become the employees of the Transferee Company by virtue of this Scheme, shall not be entitled to avail of any Schemes and benefits (including employee stock options, if any) that may be applicable and available to any of the other employees of the Transferee Company (including benefits of or under any employee stock option schemes applicable to or covering all or any of the other employees of the Transferee Company, if any), unless otherwise determined by the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement/ settlement, if any, entered into or deemed to have been entered into by the Transferor Company with any employee of the Transferor Company.

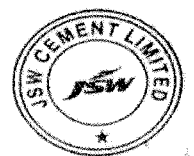
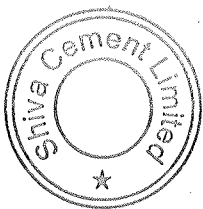
12.4 In addition, upon this Scheme coming into effect from the Appointed Date, any prosecution or disciplinary action initiated, pending or contemplated against and any penalty imposed in this regard on any employee forming part of the Transferor Company shall be continued/ continue to operate against the relevant employee and the Transferee Company shall be entitled to take any relevant action or sanction, without any further act, instrument or deed undertaken by the Transferor Company or the Transferee Company.

12.5 Upon this Scheme coming into effect from the Appointed Date, the Transferee Company shall, for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits to the employees of Transferor Company, take into account the past services of such employees with the Transferor Company.



13 TRANSFER OF ENCUMBRANCES

- 13.1 The transfer and vesting of movable and immovable properties as stated above, shall be subject to Encumbrances, if any, affecting the same.
- 13.2 All Encumbrances, if any, existing prior to the Effective Date over the assets of the Transferor Company which secure or relate to any liability, shall, after the Effective Date, without any further act, instrument or deed, continue to be related and attached to such assets or any part thereof to which they related or were attached prior to the Effective Date and as are transferred to the Transferee Company. Provided that if any of the assets of the Transferor Company has not been Encumbered in respect of the liabilities, such assets shall remain unencumbered and the existing Encumbrance referred to above shall not be extended to and shall not operate over such assets. Further, such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company. The absence of any formal amendment which may be required by a lender or trustee or any third party shall not affect the operation of the foregoing provisions of this Scheme.
- 13.3 The existing Encumbrances over the other 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 to such assets and properties and shall not extend to or attach to any of the assets and properties of the Transferor Company transferred to and vested in the Transferee Company by virtue of the Scheme.
- 13.4 Any reference in any security documents or arrangements (to which the Transferor Company are a party) to the Transferor Company and its assets and properties, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Company transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferor Company and the Transferee Company may execute any instruments or documents or do all the acts and



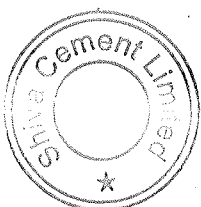
deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge(s) with the RoC to give formal effect to the above provisions, if required.

- 13.5 With effect from the effective date, the corporate guarantees given by the Transferee Company on behalf of the Transferor Company for securing borrowings from financial institutions, shall stand cancelled and the borrowing in the name of the Transferor Company shall be transferred to the Transferee Company.

14 INTER SE TRANSACTIONS

Upon coming into effect of this Scheme and with effect from the Appointed Date:

- 14.1 All inter-se contracts and inter-corporate deposits, 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 Company and the Transferee Company, shall, ipso facto, stand discharged and cancelled, cease to operate and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given to such cancellation and cessation in the books of accounts and records of the Transferee Company. For the removal of doubt, it is clarified that in view of the above, there will be no accrual of income or expense on account of any transactions, including inter-alia any transactions in the nature of sale or transfer of any goods, materials or services, between the Transferor Company and the Transferee Company. For avoidance of doubt, it is hereby clarified that with effect from the Effective Date, there will be no accrual of interest or other charges in respect of any inter se loans, deposits or balances between the Transferor Company and the Transferee Company.
- 14.2 All inter-party transactions between the Transferor Company and the Transferee Company shall be considered as intra-party transactions for all purposes.



15 VALIDITY OF EXISTING BORROWING LIMITS, CORPORATE APPROVALS, RESOLUTIONS ETC

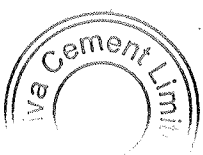
15.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the borrowing and investment limits of the Transferee Company under the Act shall be deemed without any further act or deed to have been enhanced by the borrowing and investment limits of the Transferor Company, such limits being incremental to the existing limits of the Transferee Company.

15.2 Any corporate approvals, resolutions, and powers of attorney executed, passed and/or obtained by the Transferor Company, whether for the purposes of compliance or otherwise, including without limitation approvals under Sections 42, 62, 179, 180, 185, 186, 188, etc. of the Act, read with the rules and regulations made thereunder and SEBI Listing Regulations, shall stand transferred to the Transferee Company and such corporate approvals, resolutions and/or powers of attorney shall be deemed to have been executed, passes, obtained and/or complied with by the Transferee Company. 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, as are considered necessary by the Board of Directors of the Transferor Company, shall be added to the limits, if any, under the like resolutions passed by the Transferee Company.

16 CONTRACTS, DEEDS, APPROVALS, EXEMPTIONS, ETC.

16.1 On and from the Appointed Date and subject to the other provisions of this Scheme, all contracts, deeds, bonds, insurance, guarantees, letters of intent, undertakings, contracts, capital investment, subsidies, guarantees and indemnities, schemes, policies, agreements and other instruments, if any, of whatsoever nature to which the Transferor Company is a party and subsisting or having effect on the Effective Date, shall be in full force and effect against or in favor of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto.

16.2 The Transferee Company shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to

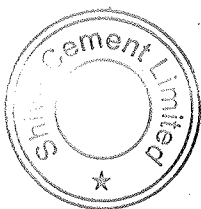


which the Transferor Company will, if necessary, also be a party (if applicable) in order to give formal effect to the provisions of this Scheme, if so required or if necessary. The Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.

17 MATTERS RELATING TO TAX IN RESPECT OF THE TRANSFEROR COMPANY

17.1 The provisions of Part III of this Scheme are intended to comply with the conditions relating to "Amalgamation" as specified under section 2(6) of the IT Act. If, at a later date, any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of section 2(6) of the IT Act, including as a result of an amendment of Law or the enactment of a new legislation or for any other reason whatsoever, the provisions of section 2(6) of the IT Act, or a corresponding provision of any amended or newly enacted Law, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with section 2(6) of the IT Act or a corresponding provision of any amended or newly enacted Law. Such modification(s) will, however, not affect the other parts of the Scheme. The power to make such modification(s), if necessary, shall vest with the Boards of Directors of the Transferor Company and the Transferee Company, which power shall be exercised reasonably in the best interest of the Transferor Company, the Transferee Company and their respective shareholders and creditors in accordance with Clause 23. In addition, upon the Scheme becoming effective:

- (i) to the extent required, the Transferor Company and the Transferee Company are permitted to revise, modify, or update, as the case may be, and file their respective income tax returns, withholding Tax returns (including Tax deducted at source certificates and Tax collected at source certificates), sales Tax, value added Tax, service Tax, central sales Tax, entity Tax, octroi, local Tax Law, excise and central value added Tax duty Laws, custom duty Laws, goods and services Tax returns and any other Tax

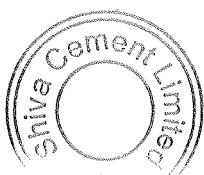


returns, even if the time limits prescribed under the Income Tax Act have lapsed and that the Transferee Company is also expressly permitted to claim refunds/credits in respect of any transaction by and between the Transferor Company and the Transferee Company; and

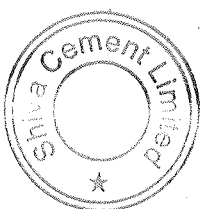
- (ii) the Transferee Company shall be entitled to: (a) claim deduction with respect to items such as provisions, expenses, etc. disallowed in earlier years in the hands of the Transferor Company, which may be allowable in accordance with the provisions of the Income Tax Act on or after the Appointed Date; and (b) exclude items such as provisions, reversals, etc. for which no deduction or Tax benefit has been claimed by the Transferor Company prior to the Appointed Date.

17.2 Upon the Scheme becoming effective, notwithstanding anything to the contrary contained in the provisions of this Scheme, all accumulated Tax loss and unabsorbed Tax depreciation of the Transferor Company as on the Appointed Date, shall, for all purposes, be treated as accumulated Tax loss and unabsorbed Tax depreciation of the Transferee Company, subject to compliance with the provisions of Section 116 of the IT Act. It is further clarified that any business loss and unabsorbed depreciation of the Transferor Company as specified in its books of account shall be included as business loss and unabsorbed depreciation of the Transferee Company for the purposes of computation of minimum alternate Tax.

17.3 Upon the Scheme becoming effective, the Transferee Company shall be entitled to claim refunds (including refunds or claims pending with the Tax authorities) or credits, with respect to Taxes paid by, for, or on behalf of, the Transferor Company under applicable Laws, including income Tax, minimum alternate Tax, Tax deducted at source, sales Tax, value added Tax, service Tax, entry Tax, custom duty, goods and services Tax or any other Tax, whether or not arising due to an inter-se transactions between the Transferor Company and the Transferee Company, even if the prescribed time limits for claiming such refunds or credits have lapsed.



- 17.4 Upon the Scheme becoming effective and with effect from the Appointed Date, all Taxes, cess, duties and liabilities (direct and indirect), payable by or on behalf of the Transferor Company, including any taxes paid and taxes deducted at source and deposited by the Transferee Company on inter se transactions between the Appointed Date and Effective Date, shall, for all purposes, be treated as Taxes, cess, duties and liabilities, as the case may be, of the Transferee Company.
- 17.5 Upon the Scheme becoming effective and with effect from the Appointed Date, all unavailed credits and exemptions and other statutory benefits, including in respect of income Tax, central value added Tax, customs, value added Tax, sales Tax, service Tax, entry Tax and goods and services Tax to which the Transferor Company are entitled shall be available to and vest in the Transferee Company, without any further act or deed.
- 17.6 Any Tax liabilities under the IT Act or other applicable Tax Laws or regulations allocable to the Transferor Company, whether or not provided for or covered by any Tax provisions in the accounts of the Transferor Company made as on the date immediately preceding the Appointed Date, shall be transferred to the Transferee Company. Any surplus in the provision for Taxation or duties or levies in the accounts of the Transferor Company, including advance Tax and Tax deducted at source as on the close of business in India on the date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company.
- 17.7 All Tax assessment proceedings and appeals of whatsoever nature by or against the Transferor Company, pending or arising as at the Effective Date, shall be continued and/or 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 Company. Further, the aforementioned proceedings shall neither abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in this Scheme.



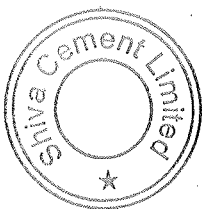
- 17.8 Any refund under the Income Tax Act or any other Tax Laws related to or due to the Transferor Company, including those for which no credit is taken as on the date immediately preceding the Effective Date, shall also belong to and be received by the Transferee Company.
- 17.9 Without prejudice to the generality of the above, all benefits, incentives, claims, losses, credits (including income Tax, service Tax, excise duty, goods and services Tax and applicable state value added Tax) to which the Transferor Company are entitled to in terms of applicable Tax Laws, shall be available to and vest in the Transferee Company from the Effective Date.

18 SAVING OF CONCLUDED TRANSACTIONS

The transfer of assets, properties and liabilities under Clause 7 above and the continuance of proceedings by or against the Transferor Company under Clause 11 above shall not affect any transaction or proceedings already concluded by the Transferor Company on and after the Appointed Date till the Effective Date to the end and intent that the Transferee Company accepts all acts, deeds and things done and executed by and / or on behalf of the Transferor Company as acts, deeds and things done and executed by and / or on behalf of the Transferee Company.

19 DISSOLUTION OF THE TRANSFEROR COMPANY

On the Scheme becoming effective, the Transferor Company shall stand dissolved without being wound-up and the Board and any committees thereof of the Transferor Company shall without any further act, instrument or deed be and stand discharged.



PART IV
ADJUSTMENT OF AMALGAMATION ADJUSTMENT DEFICIT ACCOUNT AS
PER BOOKS OF ACCOUNTS OF THE TRANSFeree COMPANY WITH
SECURITIES PREMIUM ACCOUNT APPEARING IN THE BOOKS OF
ACCOUNTS OF THE TRANSFeree COMPANY

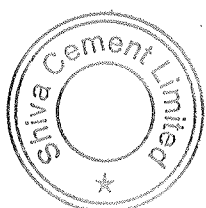
**20 CAPITAL REDUCTION BY WAY OF ADJUSTMENT OF AMALGAMATION
ADJUSTMENT DEFICIT ACCOUNT WITH SPA:**

- 20.1 On Part II and Part III being effective, as per Section 230 read with section 52 and section 66 of the Act, upon the Scheme becoming effective, the SPA of the Transferee Company shall be reduced in the following manner:

The Amalgamation Adjustment Deficit Account appearing in the books of accounts of the Transferee Company post giving effect to Part II and Part III of this Scheme, representing Amalgamation Adjustment Deficit Account, shall be adjusted against the credit balance of SPA of the Transferee Company.

- 20.2 The reduction of SPA as aforesaid would not involve diminution of liability in respect of unpaid share capital, if any. The proposed reduction would not in any way adversely affect the operations of the Transferee Company or the ability of the Transferee Company to honor its commitment or to pay its debts in ordinary course of business. Further, no compromise or arrangement is contemplated to be made with the creditors of the Transferee Company under the Scheme.

- 20.3 The reduction of Amalgamation Adjustment Deficit Account arising on account of Clause 9.6, by way of the adjustment set out in this Clause 20.1 against the amounts held in the SPA of the Transferee Company, does not involve the reduction of the issued, subscribed and paid-up share capital of the Transferee Company. Further, the reduction does not envisage the transfer or vesting of any of the properties and/or liabilities of the Transferee Company to any person or entity.

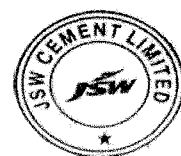
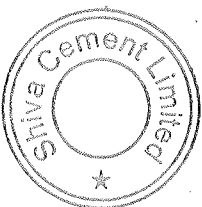


- 20.4 Notwithstanding the reduction in the SPA, the Transferee Company shall not be required to add 'And Reduced' as a suffix to its name.
- 20.5 The approvals including approvals from the shareholders of the Transferee Company received pursuant to the provisions of the sections 230 to 232 of the Act under this Scheme shall be deemed to be sufficient approval(s) for giving effect to the provisions of this Clause 20 including under Section 52, Section 66 and the other related provisions of the Act. The Transferee Company shall neither be required to, nor shall be obliged to, (i) call for a separate meeting of its shareholders and creditors for obtaining their approval sanctioning the reduction of the SPA of the Transferee Company; or (ii) obtain any additional approvals / compliances under Section 66 of the Act.
- 20.6 The reduction in the SPA of the Transferee Company in the manner contemplated in this Scheme would neither have any impact on the shareholding pattern of the Transferee Company nor would it have any adverse impact on the creditors or employees of the Transferee Company. The order of the NCLT sanctioning this Scheme shall also be deemed to be an order passed under Section 52 read with Section 66 of the Act for the purpose of confirming the reduction.

21 Accounting Treatment

- 21.1 Upon Part IV of this Scheme becoming effective, post giving effect of clause 6 of Part II and clause 9 of Part III of the Scheme, the Transferee Company shall account for reduction of SPA in its books of account in accordance with Section 66 read with Section 52 of the Act and applicable rules and regulations made thereunder:

The Amalgamation Adjustment Deficit Account arising on account of the amalgamation in the books of Transferee Company, post giving effect to Part II and Part III of this Scheme, shall be adjusted against the credit balance in the SPA of the Transferee Company.



PART V
GENERAL TERMS AND CONDITIONS

22 APPLICATION TO THE NCLT

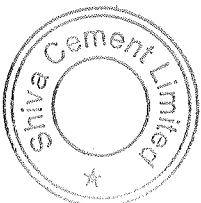
The Transferor Company and the Transferee Company shall make necessary applications before the NCLT for the sanction of this Scheme under Sections 230 to 232 read with Section 52 and Section 66 and other applicable provisions of the Act and for seeking orders for dispensing with or convening, holding and/or conducting of the meetings of the respective shareholders/creditors.

23 MODIFICATIONS / AMENDMENTS TO THE SCHEME

The Transferor Company and the Transferee Company with approval of their respective Board of Directors may consent, from time to time, on behalf of all persons concerned, to any modifications / amendments or additions / deletions to the Scheme which may otherwise be considered necessary, desirable or appropriate by the said Board of Directors to resolve all doubts or difficulties that may arise for carrying out this Scheme and to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect or agree to any terms and / or conditions or limitations that the NCLT or any other authorities under law may deem fit to approve of, to direct and / or impose. The aforesaid powers of the Transferor Company and the Transferee Company to give effect to the modification / amendments to the Scheme may be exercised by their respective Board of Directors or any person authorised in that behalf by the concerned Board of Directors subject to approval of the NCLT or any other authorities under the applicable law to such modification / amendments to the Scheme.

24 DIVIDENDS

The Companies shall be entitled to declare and pay dividends, whether interim and/or final, to their respective shareholders prior to the Effective Date, but only in the ordinary course of business.



It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any shareholder of the respective Companies to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Boards of Directors of the Companies, and if applicable in accordance with the provisions of the Act, be subject to the approval of the shareholders of the respective Companies.

25 CONDITIONALITY OF THE SCHEME

25.1 The amalgamation of the Transferor Company with the Transferee Company in accordance with this Scheme shall become effective pursuant to the following conditions being fulfilled unless waived off:

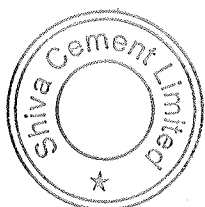
(a) the requisite Stock Exchanges Approval having been obtained by the Parties in relation to the Scheme, which shall be in form and substance acceptable to the Parties, each acting reasonably and in good faith;

(b) Approval of the members:

(i) the requisite majorities in number and value of such classes of members of each of the Parties as may be directed by the NCLT or any other competent authority, as may be applicable, approving this Scheme; and

(ii) this Scheme being approved by the public shareholders of each of the Transferor Company and the Transferee Company through e-voting in terms of the applicable SEBI Circular and the votes cast by the public shareholders of the Transferor Company and the Transferee Company in favor of this Scheme being more than the number of votes cast by public shareholders of the Transferor Company and the Transferee Company (respectively) against this Scheme;

in each case, in compliance with the provisions of the Act, the SEBI Circular and / or the Listing Regulations, as the case may be;



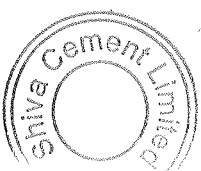
- (c) The requisite majorities in number and value of such classes of secured and/or unsecured creditors of each of the Parties, as applicable, as may be directed by the NCLT or any other competent authority, as may be applicable, approving this Scheme;
- (d) The approvals of relevant mining authorities, as may be applicable;
- (e) The approvals of the Odisha Industrial Infrastructure Development Corporation (“IDCO”) for transfer of the leasehold land, as may be applicable;
- (f) This Scheme being sanctioned by the NCLT under Sections 230 to 232 read with Section 52 and Section 66 and any other applicable provisions of the Act.

25.2 The effectiveness of the amalgamation of the Transferor Company with the Transferee Company in accordance this Scheme shall additionally be subject to the certified copy of the order of the NCLT approving this Scheme being filed with RoC Mumbai by the Transferor Company and the Transferee Company.

25.3 In case this Scheme (or relevant Part thereof) does not become effective in terms of Clauses 26.1 and 26.2 (as applicable), within a period of 30 (thirty) days of receipt of the certified copy of the order of the NCLT approving this Scheme, each of the Parties shall file an intimation with RoC Mumbai within 30 (thirty) days of the (relevant) Effective Date.

26 EFFECT OF NON-RECEIPT OF APPROVALS

26.1 In the event of any of the said sanctions and approvals referred to in the preceding Clause not being obtained and/ or the Scheme not being sanctioned by the NCLT or such other competent authority and / or the order not being passed as aforesaid before 31st December, 2028 or within such further period or periods as may be agreed upon between the Transferor Company and the Transferee Company by their respective Board of Directors (and which the Board of Directors of the Company are hereby empowered and authorized to agree to and extend the Scheme from time to time without any limitation),



the Scheme shall become null and void, and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability, or obligations which have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law and each party shall bear and pay its respective costs, charges and expenses in connection with the Scheme unless otherwise mutually agreed.

- 26.2 Save and except as mentioned in Clause 26.1 above, in the event of this Scheme failing to take effect or it becoming null and void, no rights and liabilities of whatsoever nature shall accrue to or be incurred inter-se to or by the parties to the Scheme or any of them.

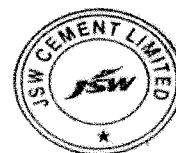
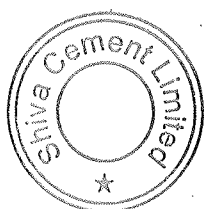
27 REMOVAL OF DIFFICULTIES

The Parties may, by mutual consent and acting through their respective authorized representatives, agree to take all such steps as may be necessary, desirable or proper to resolve all doubts, difficulties or questions, that may arise in relation to the meaning or interpretation of the respective sections of this Scheme or implementation thereof or in any manner whatsoever connected therewith, whether by reason of any directive or order of the NCLT or any other Governmental Authority or otherwise, howsoever arising out of, under or by virtue of this Scheme in relation to the arrangement contemplated in this Scheme and/ or any matters concerned or connected therewith and to do and execute all acts, deeds, matters and things necessary for giving effect to this Scheme.

28 TAX NEUTRALITY

This Scheme is in compliance with the provisions relating to "Amalgamation" as specified under Section 2(6) and other relevant provisions of the IT Act. If any terms or provisions of this Scheme is/are inconsistent with the provisions of Section 2(6) of the IT Act, the provisions of Section 2(6) of the IT Act shall prevail and this Scheme shall stand modified to the extent necessary to comply with Section 2(6) of the IT Act and such modification shall not affect other terms or provisions of this Scheme.

29 WITHDRAWAL OF THIS SCHEME



This Scheme or any part of the Scheme may be withdrawn from the NCLT by the Parties by mutual written consent of the Parties, acting through their respective Boards.

30 COSTS, CHARGES & EXPENSES

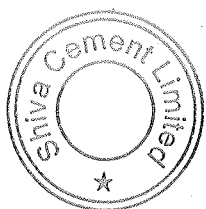
All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne by the Transferee Company.

31 SCHEME AS AN INTEGRAL WHOLE AND SEVERABILITY

Each Section of the Scheme shall be given effect to as per the chronology in which it has been provided for in the Scheme. Part III of the Scheme is independent of Part II and Part IV of the Scheme and is independent and severable. The Scheme shall be effective upon sanction of the NCLT or such other competent authority prescribed. However, failure of Part II and / or Part IV, for lack of necessary approval from the shareholders / creditors / statutory / regulatory authorities or for any other reason that the Board of Directors may deem fit than this shall not result in Part III of the Scheme failing. It shall be open to the concerned Board to consent to sever such Part III independently or along with Part IV of the Scheme and implement the same with such modification as may be agreed upon.

32 PROPERTY IN TRUST

Notwithstanding anything contained in this Scheme, until any property, asset, license, approval, permission, contract, agreement and rights and benefits arising therefrom are transferred, vested, recorded, effected and/or perfected, in the records of the Governmental Authority(ies), regulatory bodies or otherwise, in favor of the Transferee Company, the Transferee Company is deemed to be authorized to enjoy the property, asset or the rights and benefits arising from the license, approval, permission, contract or agreement as if it were the owner of the property or asset or as if it were the original party to the license, approval, permission, contract or agreement.

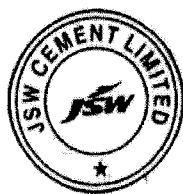


33 REPEAL AND SAVINGS

The provisions of the Acts shall not be required to be separately complied with, in relation to acts done by the Transferor Company and/or the Transferee Company as per direction or order of the NCLT sanctioning this Scheme.

CERTIFIED TRUE COPY

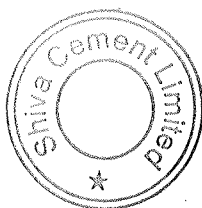
For JSW Cement Limited



Sneha Bindra

Company Secretary & Compliance Officer

For Shiva Cement Limited



Ishika Sharma

Company Secretary & Compliance Officer