

SCHEME OF AMALGAMATION
OF
TIMKEN GGB TECHNOLOGY PRIVATE LIMITED
(TRANSFEROR COMPANY)
WITH
TIMKEN INDIA LIMITED
(TRANSFeree COMPANY)
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

Under Sections 230 To 232 And Other Applicable Provisions of the Companies Act, 2013 read with
Regulation 37 of SEBI (LODR) Regulation, 2015

PREAMBLE

I. Purpose of the Scheme

This Scheme of Amalgamation (hereinafter referred to as “Scheme”) is presented pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 read with Regulation 37 of SEBI (LODR) Regulations, 2015 (“the Act”) and the rules made there under (to the extent applicable) amongst Timken GGB Technology Private Limited (“Transferor Company”) with Timken India Limited (“Transferee Company”) and their respective shareholders and creditors.

This Scheme is presented, *inter alia*, for the amalgamation of the Transferor Company into the Transferee Company, with effect from the Appointed Date (*as defined hereinafter*), and the consequent dissolution of the Transferor Company without being wound up, pursuant to Sections 230 to 232 and other relevant provisions of the Act, in the manner provided for in this Scheme and in compliance with the provisions of the Income-Tax Act (*as defined hereinafter*).

II. Description of the Companies involved in the Scheme

- a) **TIMKEN GGB TECHNOLOGY PRIVATE LIMITED (“Transferor Company”)** [CIN: U29130KA2007PTC203242] is a Private Limited Company, incorporated on March 6, 2007 under the provisions of the Companies Act, 1956 in Pune, Maharashtra. Subsequently, the Transferor Company has shifted its registered office from Pune, Maharashtra to Bengaluru, Karnataka and was issued a fresh certificate of incorporation dated May 23, 2025 and currently has its Registered Office at 235 Binnamangala 2nd Floor, 13th Cross Road 2nd Stage Indira Nagar Bengaluru, - 560038, Karnataka, India. The Transferor Company is a wholly owned subsidiary of the Transferee Company and is primarily engaged in the trading and processing of different types of seals and bush bearings.

TIMKEN INDIA LIMITED (“Transferee Company”) [CIN: L29130KA1996PLC048230] is a Public Company, incorporated on June 15, 1987 under the provisions of Companies Act, 1956 in Bengaluru, Karnataka. The registered office of the Company is located at 39-42, Electronics City, Phase II, Hosur Road, Bengaluru – 560100. The Company's shares are listed in National Stock Exchange (NSE) and Bombay Stock Exchange (BSE) in India. The Company is into manufacturing, distribution and sale of anti-friction bearings such as tapered roller bearings, other roller bearings, components, accessories and mechanical power transmission products for diverse customer base. The Company also provides maintenance contract and refurbishment services. The Company's manufacturing plants are located at Jamshedpur in Jharkhand & Bharuch in Gujarat and distribution centers are located in various parts of the country.

III. Rationale for the Scheme

The Transferor Company is a wholly owned subsidiary of the Transferee Company. The Board of Directors (as defined hereinafter) of the Transferor Company (as defined herein) and Transferee Company (as defined herein) believe that the following benefits will accrue, pursuant to the amalgamation of the Transferor Company into Transferee Company:

- i. Simplified management structure, leading to better administration and reduction in costs from more focused operational efforts, rationalisation, standardisation and simplification of business processes, and the elimination of duplication and rationalisation of administrative expenses;

- ii. Cost savings are expected to flow from more focused operational efforts, rationalisation, usage of common resource pools like human resource, administration, finance, accounting, legal, technology and other related functions, leading to elimination of duplication and rationalisation of administrative expenses;
- iii. Greater integration and greater financial strength and flexibility for the Transferee Company, which would result in maximizing overall shareholder value;
- iv. Creation of a single unified entity with a wider and stronger capital and asset base, having greater capacity for conducting its operations more efficiently and competitively;
- v. Efficient use of infrastructure facilities and optimum utilisation of the available resources resulting in substantial reduction in statutory compliances;
- vi. Greater efficiency in cash management of the Transferee Company and unfettered access to cash flow generated by the combined business which can be deployed more efficiently to fund growth opportunities, to maximise shareholder value;
- vii. Simplification of group structure by eliminating multiple companies resulting in better clarity for external stakeholders, especially shareholders.
- viii. The amalgamation will enable integration and standardisation of the business operations, including alignment of transfer pricing methodologies, documentation and related party transaction policies of the Transferor Company with those of the Transferee Company, thereby ensuring a consistent group-wide framework in accordance with applicable law.

The amalgamation would therefore be in the best interest of the Parties (as defined hereinafter) involved in the Scheme.

IV. Parts of the Scheme

This Scheme (as defined below) is divided into the following parts:

- (i) Part A** – Dealing with definitions of the terms used in this Scheme, interpretations and sets out the share capital of the Transferor Company and the Transferee Company;
- (ii) Part B** – Dealing with the amalgamation of the Transferor Company with the Transferee Company in accordance with Section 230 to 232 and other applicable provisions of the Act;
- (iii) Part C** – Dealing with the consideration for the amalgamation and cancellation of Equity Shares of the Transferor Company;
- (iv) Part D** – Dealing with the accounting treatment for the amalgamation in the books of the Transferee Company and Transferor Company, combination and re-classification of

authorised share capital, transactions between Appointed Date and Effective Date and Saving of concluded transactions;

- (v) **Part E** – Dealing with the dissolution of the Transferor Company without winding up and the general terms and conditions applicable to this Scheme and other matters consequential and integrally connected thereto.

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PART – A

DEFINITIONS, INTERPRETATIONS AND SHARE CAPITAL

1 DEFINITIONS

In this Scheme, unless repugnant or contrary to the context, (i) capitalized terms defined by inclusion in quotations and/or the parenthesis have the meaning so ascribed; and (ii) the following expressions shall have the meanings respectively assigned against them:

- 1.1 **“Act” or “the Act”** means the Companies Act, 2013, and ordinances, rules and regulations made thereunder and shall include any statutory modifications, re-enactment or amendment thereof;
- 1.2 **“Articles of Association” or “Articles”** means the articles of association of the Transferor Company and Transferee Company respectively, as may be amended from time to time;
- 1.3 **“Applicable Laws”** includes all statutes, enactments, acts of legislature or parliament laws, ordinances, rules, Consents, bye-laws, regulations, notifications, guidelines, ordinance, policies, directions, directives, circulars and orders promulgated by a Governmental Authority (or any sub-division thereof), statutory authority, tribunal, board, court which are in force and binding at the relevant time, and as may be applicable;
- 1.4 **“Appointed Date”** means 1st day of April, 2026
- 1.5 **“Appropriate Authority”** means any applicable central, state or local government, legislative body, regulatory, administrative or statutory authority, agency or commission or department or public or judicial body or authority, including but not limited, to Registrar of Companies or Tribunal;
- 1.6 **“BSE”** means BSE Limited
- 1.7 **“Board of Directors” or “Board”** means the board of directors of the Transferor Company or the Transferee Company or collectively the Board of Directors of the Transferor Company and the Transferee Company, as the case may be, and shall include any duly constituted committee thereof;
- 1.8 **“Clause”** means the clause of this Scheme;
- 1.9 **“Effective Date”** means the last of the dates on which the certified true copy of the order of the NCLT, sanctioning the Scheme, are filed with the RoC by the Transferor Company and Transferee Company respectively;

- 1.10 “**Employees**”, in regard to a company, means the staff and employees on the payrolls of the relevant company, including the staff and employees deputed to work with customers / clients of such a company;
- 1.11 “**Encumbrance**” means any option, pledge, mortgage, lien, security, interest, claim, charge, pre-emptive right, easement, limitation, attachment, restraint or any other encumbrance of any kind or nature whatsoever;
- 1.12 “**Government Authority**” means the central government, any applicable state or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction;
- 1.13 “**GST**” means goods and services tax and shall include any statutory modifications, re-enactments or amendments thereof and the rules made thereunder, for the time being in force;
- 1.14 “**Ind AS**” means Indian Accounting Standards;
- 1.15 “**Income-Tax Act**” means the Income Tax Act, 2025 (with effect from April 1, 2026) , and the rules and regulations made thereunder and shall include any statutory modifications, re-enactment, or amendment thereof to the extent notified and as may be amended or supplemented from time to time. *(Where, under applicable law in force from time to time, any provision of the Income-tax Act, 1961 continues or is deemed to continue to apply, such provisions shall remain applicable);*
- 1.16 “**Intangible Assets**” means and includes all intellectual property and industrial property rights and rights in confidential information of every kind and description throughout the world, whether registered or unregistered, and including, software, research and development, business claims, business information, business records, goodwill.;
- 1.17 “**Liabilities**” means and includes, without limitation, all secured and unsecured debts, liabilities, duties and obligations of every kind or nature, whether current or non-current, present or future, actual or contingent, of the Transferor Company;
- 1.18 “**NCLT**” means National Company Law Tribunal, Bengaluru Bench within whose jurisdiction the registered offices of the Transferor Company and Transferee Company are situated at the time of filing of this Scheme;
- 1.19 “**Parties**” shall mean collectively, the Transferor Company and the Transferee Company and “**Party**” shall mean any one of them, as the case may be;
- 1.20 “**Person**” means any individual, entity, joint venture, company (including a limited liability company), corporation, partnership (whether limited or unlimited), proprietorship,

trust or other enterprise (whether incorporated or not), Hindu undivided family, union, association of persons, government (central, state or otherwise), or any agency, department, authority or political subdivision thereof, and shall include their respective successors and in case of an individual shall include his/her legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees and the beneficiary or beneficiaries from time to time;

- 1.21 **“Registrar Of Companies” or “ROC”** means the Registrar of Companies, Bengaluru, Karnataka having jurisdiction in relation to the Transferor Company and the Transferee Company at the time of filing of this Scheme;
- 1.22 **“Rupees” or “Rs” or “Re” or “INR”** means Indian rupees, being the lawful currency of Republic of India;
- 1.23 **“SEBI”** means the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992
- 1.24 **“SEBI Listing Regulations”** means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and any amendments and modifications thereto and any other applicable circular, as in effect from time to time
- 1.25 **“Stock Exchange”** means BSE Limited (BSE) and National Stock Exchange of India Limited (NSE)
- 1.26 **“Scheme” or “the Scheme” or “this Scheme”** means this Scheme of Amalgamation and arrangement in its present form or with any modification(s) made under Clause 24 of this Scheme, as approved or directed by NCLT or any other Appropriate Authority;
- 1.27 **“Tax” or “Taxes”** means and includes any tax, whether direct or indirect, including income-tax (including withholding tax), GST, excise duty, central sales tax, service tax, octroi, local body tax and customs duty, duties, charges, fees, levies, surcharge, cess or other similar assessments by or payable to Governmental Authority, including in relation to (i) income, services, gross receipts, premium, immovable property, movable property, assets, profession, entry, capital gains, municipal, interest, expenditure, imports, wealth, gift, sales, use, transfer, licensing, withholding, employment, payroll and franchise taxes; (ii) any interest, fines, penalties, assessments or additions to Tax resulting from, attributable to or incurred in connection with any proceedings or late payments in respect thereof; and (iii) all credits/refunds/benefits in relation to direct tax and indirect tax, surcharge, fee, levy, duty, tariff, charge, impost and other credits/refunds/benefits of any kind, withholding or other amount whenever or wherever entitled from any Tax Authority;

- 1.28 **“Tax Authority”** means any revenue, customs, fiscal, governmental, statutory, state, provincial, local governmental or municipal authority, body or Person responsible for Tax;
- 1.29 **“TCS”** means tax collected at source, in accordance with the provisions of the Income-Tax Act;
- 1.30 **“TDS”** means tax deducted at source, in accordance with the provisions of the Income-Tax Act;
- 1.31 **“Transferee Company”** means “Timken India Limited” (CIN: L29130KA1996PLC048230], a Public Company, incorporated on June 15, 1987, under the provisions of the Companies Act, 1956 and having its Registered Office at 39-42 Electronic City, Phase II Hosur Road, Bengaluru – 560 100;
- 1.32 **“Transferor Company ”** means “Timken GGB Technology Private Limited” [CIN: U29130KA2007PTC203242], a Private Limited Company, incorporated on March 6, 2007, under the provisions of the Companies Act, 1956 and having its Registered Office at 235, Binnamangala, 2nd Floor, 13th Cross Road, 2nd Stage, Indra Nagar, Bengaluru – 560038, Karnataka.
- 1.33 **“Undertaking”** – means the entire business, operations, assets, liabilities, rights, obligations and undertaking of the Transferor Company, including all movable and immovable properties, tangible and intangible assets, contracts, licenses, permits, employees, intellectual property, approvals, liabilities and obligations of whatsoever nature and kind, as more particularly described in Part B of this Scheme.

2 INTERPRETATION

In this Scheme, unless otherwise specified:

- 2.1 all terms and words not defined herein shall unless repugnant to the context have the same meaning ascribed to them under the Act, and other Applicable Laws, rules, regulations, byelaws, as the case may be or any statutory modification or re-enactment thereof from time to time;
- 2.2 References to any law or legislation or regulation shall include amendment(s), circulars, notifications, clarifications or supplement(s) to, or replacement or amendment of, that law or legislation or regulation.
- 2.3 References to any of the terms Taxes, duty, levy or cess in the Scheme shall be construed as reference to all of them whether jointly or severally.
- 2.4 Any reference to any statute or statutory provision shall include:

- (i) all subordinate legislations made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated from time to time) and any retrospective amendment; and
- (ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Scheme) to the extent such amendment, modification, reenactment or consolidation applies or is capable of applying to the transaction entered into under this Scheme and (to the extent liability there under may exist or can arise) shall include any past statutory provision (as amended, modified, re-enacted or consolidated from time to time) which the provision referred to has directly or indirectly replaced. Words denoting the singular shall include the plural and words denoting any gender shall include all genders. Words of either gender shall be deemed to include all the other genders.

2.5 Any references in this Scheme to “upon the Scheme becoming effective” or “upon coming into effect of this Scheme” or “upon the Scheme coming into effect” or “coming into effect of the Scheme” or “effectiveness of the Scheme” or “effect of this Scheme” shall be construed to be a reference to the Effective Date.

2.6 “transfer” includes (as the context may require) “assign” or “assignment”, “dispose” or “disposal”, or “convey” or “conveyance”;

2.7 the words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

2.8 Headings of clauses, parts and paragraphs of the Scheme are for ease of reference only and do not affect the interpretation of this Scheme; and

- (i) The terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words shall refer to this entire Scheme or specified Clauses of this Scheme, as the case may be.

- (ii) Any reference to the Recital or Clause shall be a reference to the Recital or Clause of this Scheme.

2.9 References to this Scheme shall include the schedules to it, and reference to any clause, paragraph, part or schedule are to those contained in this Scheme.

3 SHARE CAPITAL

3.1 TIMKEN GGB TECHNOLOGY PRIVATE LIMITED (Transferor Company)

The Authorized, Issued, Subscribed and Paid-up share capital of **Timken GGB Technology Private Limited**, the Transferor Company, as on March 31, 2026, is as follows:

Authorised Share Capital	Amount in INR
1,00,00,000 Equity Share of INR.10/- each	10,00,00,000
Total	10,00,00,000
Issued, Subscribed and Paid-up Share Capital	Amount
97,22,882 Equity Share of INR 10/- each	9,72,28,820
Total	9,72,28,820

Subsequent to March 31, 2026, and till the date of approval of this Scheme by the Board of Directors of the Transferor Company, there has been no change in the share capital of the Transferor Company.

3.2 TIMKEN INDIA LIMITED (Transferee Company)

The Authorized, Issued, Subscribed and Paid- up share capital of Timken India Limited, (the Transferee Company) as on March 31, 2026, is as follows:

Authorised Share Capital	Amount in INR
8,70,00,000 Equity Shares of INR10/- each	87,00,00,000
26,00,000 Cumulative Preference Shares of INR 100/- each	26,00,00,000
Total	113,00,00,000
Issued Share Capital	Amount in INR
7,52,33,884 Equity Shares of INR10/- each	75,23,38,840
Total	75,23,38,840
Subscribed and fully Paid up Share Capital	
7,52,18,734 Equity Shares of INR10/- each	75,21,87,340
Total	75,21,87,340

Subsequent to March 31, 2026, and till the date of approval of this Scheme by the Board of Directors of Transferee Company, there has been no change in the share capital of Transferee Company.

4 DATE OF TAKING EFFECT AND OPERATIVE DATE

4.1 The Scheme set out herein in its present form or with/ without any modification(s) approved or imposed or directed by the NCLT or any other Appropriate Authority shall take effect on the Effective Date and shall be operative as of the Appointed Date.

4.2 The amalgamation of the Transferor Company with the Transferee Company shall be in accordance with Section 2(6) of the Income-tax Act. If any terms or provisions of the Scheme are found to be or interpreted to be inconsistent with Section 2(6) of the Income-tax Act at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provision of the Income-tax Act, as the case may be shall prevail. The Scheme shall then stand modified to the extent deemed necessary to comply with the said provisions. Such modification will however not affect other parts of the Scheme.

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PART – B

**AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFEREE
COMPANY**

**5 TRANSFER AND VESTING OF THE UNDERTAKING AND BUSINESS OF THE
TRANSFEROR COMPANY WITH THE TRANSFEREE COMPANY**

- 5.1 Upon the Scheme coming into effect on the Effective date, with effect from the Appointed date, and subject to the provisions of this Scheme as specified hereinafter the entire business and undertaking of the Transferor Company including all the liabilities, losses including accumulated losses and unabsorbed depreciation, duties and obligations, including those arising on account of taxation laws and other allied laws, of the Transferor Company of every description and also including, without limitation, all the movable and immovable properties (if any) and assets (whether tangible or intangible) of the Transferor Company comprising, amongst others, plant and machinery, receivables, furniture and fixtures, computer hardware, office equipment's, electrical installations, generators, facsimile and other communication facilities and business licenses, permits, deposits, authorisations, approvals, insurance cover of every description, lease, tenancy rights, permissions, incentives, if any, and all other rights, patents, know-hows, trademarks, service marks, trade secrets, brands, registrations, product licenses, marketing authorisations and other intellectual property rights and intangibles, proprietary rights, marketing rights, title, interest, contracts including but not limited to contracts entered into with customers, vendors and service providers, consents, approvals and rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals including, without limitation, the matters specified in Part B of this Scheme (“**Undertaking**”), shall, under the provisions of Sections 230 to 232 of the Act and other relevant provisions to the Act to the extent applicable and pursuant to the order of the NCLT, sanctioning this Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the Effective Date, be transferred and/or deemed to be transferred to and vested in the Transferee Company, so as to become the liabilities, duties, obligations, properties, assets, rights, business and Undertaking of the Transferee Company.
- 5.2 The amalgamation of the Transferor Company with the Transferee Company, pursuant to and in accordance with this Scheme, shall take place with effect from the Appointed Date and shall be in accordance with Section 2(6) of the Income-tax Act.

- 5.3 Without prejudice to the generality of Clause 5.1 above, the entire business and Undertaking of the Transferor Company shall stand transferred to and vested in the Transferee Company on a going concern in the manner provided in the Scheme, with effect from the Appointed Date, upon the Scheme becoming effective.
- 5.3.1 All trademarks, trade names, service marks, copyrights, logos, corporate names, brand names, domain names and all registrations, applications and renewals in connection therewith, and software and all website content (including text, graphics, images, audio, video and data), trade secrets, confidential business information and other proprietary information of the Transferor Company shall stand transferred to and vested in the Transferee Company.
- 5.3.2 All properties and assets (whether tangible or intangible) of the Transferor Company as on the Appointed Date whether provided for or not in the books of account of the Transferor Company and all other assets which may accrue or arise after the Appointed Date but which relate to the period on or up to the day of the Appointed Date shall be the assets of the Transferee Company.
- 5.3.3 All the liabilities, contingent liabilities, duties, losses and obligations of the Transferor Company, whether or not recorded in its books of accounts or disclosed in the balance sheet of the Transferor Company, shall, under the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, stand transferred to and vested in the Transferee Company to the extent they are outstanding on the Effective Date so as to become as and from the Appointed Date, the liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause.
- 5.3.4 All existing securities, mortgages, charges, liens or other encumbrances, if any, as on the Appointed Date and created by Transferor Company after the Appointed Date, over the properties and other assets in the Undertaking transferred to the Transferee Company by virtue of this Scheme and in so far as such securities, mortgages, charges, liens or other encumbrances secure or relate to liabilities of the Transferor Company, the same 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 and as are transferred to the Transferee Company, and such securities, mortgages, charges, liens or encumbrances shall not relate or attach to any other assets of the Transferee Company, provided however that no encumbrances shall have been created by the Transferor Company over its assets after the date of filing of the Scheme, without the prior written consent of the Board

of Directors of the Transferee Company, except for those done in the normal course of business.

- 5.3.5 All the liabilities, duties and obligations of the Transferor Company as on the Appointed Date, whether provided for or not in the books of account of the Transferor Company, and all other liabilities which may accrue or arise after the Appointed Date but which relate to the period on or up to the day of the Appointed Date shall be the, liabilities, duties and obligations of the Transferee Company including any encumbrance on the assets of the Transferor Company or on any income earned from those assets.
- 5.3.6 All the liabilities, 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 liability including contingent liability in whatever form), if any, between the Transferor Company and the Transferee Company shall automatically stand discharged and come to an end and there shall be no liability in that behalf on either the Transferor Company or the Transferee Company and the appropriate effect shall be given in the books of accounts and records of the Transferor Company and Transferee Company.
- 5.4 It is expressly provided that, save as herein provided, no other term or condition of the liabilities transferred to the Transferee Company is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.
- 5.5 Subject to the necessary consents being obtained, if required, in accordance with the terms of this Scheme, the provisions of this Clause shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document, all of which instruments, deeds or writings shall stand modified and/or superseded by the foregoing provisions.

6 STAFF AND EMPLOYEES OF THE TRANSFEROR COMPANY

- 6.1 On the Scheme becoming effective, all Employees of the Transferor Company, if any, in service on the Effective Date shall be deemed to have become staff and employees of the Transferee Company with effect from the Appointed Date or the date of joining whichever is later, without any break 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 (i.e. cost-to-company basis, in monetary terms) shall not be less favourable than those applicable to them with reference to their employment with the Transferor Company on the Effective Date.
- 6.2 It is expressly provided that, on the Scheme becoming effective, the provident fund, gratuity fund, superannuation fund or any other special fund or trusts, if any, created or

existing for the benefit of the staff and employees of the Transferor Company shall become trusts/ funds of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such fund or funds or in relation to the obligation to make contributions to the said fund or funds in accordance with the provisions thereof as per the terms provided in the respective trust deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such fund or funds shall become those of the Transferee Company. It is clarified that, for the purpose of the said fund or funds, the services of the staff and employees of the Transferor Company will be treated as being continuous with the Transferee Company from the date of employment as reflected in the records of the Transferor Company.

- 6.3 The provident fund, gratuity fund, and superannuation fund dues, if any, of the employees of the Transferor Company, subject to the necessary approvals and permissions and at the discretion of the Transferee Company either be continued as a separate fund of the Transferee Company for the benefit of the employees or be transferred to and merged with the similar funds of the Transferee Company. The Transferee Company shall continue to make contributions into the provident fund accounts of employees maintained under the registration of the Transferor Company, till such time the accounts are transferred under the registration of the Transferee Company. The Transferee Company shall also continue to make contributions to the gratuity fund and superannuation fund maintained by the Transferor Company, till the date of completion of the transition.

7 LEGAL PROCEEDINGS

- (a) If any suit, appeal or other proceeding of whatever nature by or against the Transferor Company is pending as on the Effective Date, including those arising on account of taxation laws and other allied laws, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the arrangement by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may 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, as if this Scheme had not been made. Upon the Scheme coming into effect, any litigation, suits, recovery proceedings which are to be initiated or may be initiated against the Transferor Company after the Appointed Date, the Transferee Company shall be made party thereto and any payment and expenses made thereto shall be the liability of the Transferee Company.

- (b) The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company, which are capable of being continued by or against the Transferee Company, transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against the Transferee Company.

8 CONTRACTS, DEEDS, ETC., AND POWER TO GIVE EFFECT TO THIS PART

- 8.1 Upon the Scheme becoming effective, all contracts, deeds, bonds, agreements, insurance, letters of intent, licences, permits, registrations, approvals, arrangements and other instruments, if any, of whatsoever nature pertaining to the Transferor Company and to which the Transferor Company is a party and subsisting or having effect on the Effective Date, including all rights, duties, interests and obligations thereunder, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto, notwithstanding the terms contained in such contracts, deeds, bonds, agreements, insurance, letter of intent, licences, permits, registrations, approvals arrangements and other instruments. In the event the Transferor Company and Transferee Company have executed any contracts, deeds, bonds, agreements, insurance, letters of intent, licences, permits, registrations, approvals, arrangements and any other instruments (collectively "Commercial Arrangements") with a common third party, and if the scope of services and purpose within such Commercial Arrangements are overlapping or are the same, the terms of contracts, deeds, bonds, agreements, insurance, letters of intent, licences, permits, registrations, approvals, arrangements and other instruments with respect to the Transferee Company shall prevail over that of the Transferor Company with respect to such third party.
- 8.2 Upon the Scheme becoming effective, the Transferee Company shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novation, to which the Transferor Company is party to give formal effect to the provisions of this Scheme, if so required. Further, the Transferee Company shall be deemed to be authorised 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.
- 8.3 All cheques and other negotiable instruments and payment orders received 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. Similarly, the banker of the Transferee Company shall honour cheques issued by the Transferor Company for payment on or after the Appointed Date and presented after the Effective Date.

- 8.4 For the avoidance of all doubt, it is expressly made clear that the dissolution of the Transferor Company without the process of winding up as contemplated hereafter, shall not affect the previous operation of any contract, agreement, joint venture, deed or any instrument or the like to which the Transferor Company is a party or is the beneficiary of (as the case may be) and any reference in such agreements, contracts, deeds and instruments to the Transferor Company shall be construed as reference only to the Transferee Company with effect from the Appointed Date.

9 PERMITS, CONSENTS, LICENSES

- 9.1 Upon the Scheme becoming effective, all statutory licenses registrations, permissions, liberties, approvals or consents to carry on the operations of the Transferor Company shall stand vested in or transferred to the Transferee Company, pursuant to the Scheme, without any further act or deed and shall remain valid, effective and enforceable on the same terms and conditions and shall be appropriately mutated by the statutory authorities concerned in favour of the Transferee Company upon the vesting and transfer of the entire business and Undertaking of the Transferor Company pursuant to this Scheme.
- 9.2 Upon the Scheme becoming effective and with effect from the Appointed Date, tax deferrals and benefits, carry-forward of tax losses, Tax credits, Tax refunds subsidies, concessions, grants, rights, claims, leases, tenancy rights of the Transferor Company, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether before or after the Appointed Date shall stand vested in or transferred to the Transferee Company, pursuant to the Scheme, without any further act or deed and shall remain valid, effective and enforceable on the same terms and conditions and shall be appropriately mutated by the statutory authorities concerned in favour of the Transferee Company upon the vesting and transfer of the entire business and Undertaking of the Transferor Company pursuant to this Scheme.

10 ENCUMBRANCES

10.1 All Encumbrances, if any, existing prior to the Effective Date over the assets of the respective Transferor Company, shall, after the Effective Date, without any further act, instrument or deed, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date. Provided that if any of the assets of the Transferor Company, which are being transferred to the Transferee Company pursuant to this Scheme have not been Encumbered as aforesaid, such assets shall remain unencumbered and the existing Encumbrances referred to above shall not be extended to and shall not operate over such assets. The absence of any formal amendment or approval which may be required by a lender, or third party, shall not affect the operation of the above.

11 INTER-COMPANY TRANSACTIONS

11.1 Upon the Scheme becoming effective and with effect from the Appointed Date, balances of accounts arising from interparty transactions between the Transferor Company and the Transferee Company, whether due and payable or receivable, shall stand cancelled. With effect from the Appointed Date, all the 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 come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the Transferee Company.

11.2 Upon the Scheme becoming effective, all inter-company transactions and pricing of goods, services, intangibles, finance and any other transactions pertaining to the Undertaking of the Transferor Company, as carried on by the Transferee Company, shall be undertaken in accordance with the transfer pricing policies, methodologies and practices of the Transferee Company, as may be in force from time to time, subject in all cases to compliance with the applicable provisions of the Income-tax Act, and the rules and regulations framed thereunder, and any other applicable law.

12 TAXATION MATTERS

- 12.1 Upon the Scheme becoming effective and as on the date immediately preceding the Appointed Date, all Taxes paid, payable, received or receivable by or on behalf of the Transferor Company, including but not limited to all or any refunds, claims or entitlements or credits (including credits for income-tax, withholding tax, advance tax, self-assessment tax, minimum alternate tax, foreign tax credits, CENVAT credit, GST credits, other indirect Tax credits and other Tax receivables) shall, for all purposes, be treated as the Tax liability, refund, claims (including but not limited to claims under Section 37, Section 35 of the Income-tax Act), credit, as the case may be, of the Transferee Company, and any Tax incentives, benefits, advantages, privileges, elections, exemptions, credits, Tax holidays, benefits of exercise of any option, remissions or reduction which would have been available to the Transferor Company, shall be available to the Transferee Company, and following the Effective Date, the Transferee Company shall be entitled to initiate, raise, add or modify any claims in relation to such Taxes on behalf of the Transferor Company.
- 12.2 Upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise its financial statements and returns along with prescribed forms, filings and annexures under the Income-tax Act, central sales tax law, applicable state value added tax law, service tax laws, excise duty laws, GST laws and other Tax laws, and to claim refunds and/or credit for Taxes paid (including, tax deducted at source, etc.) and for matters incidental thereto, if required, to give effect to the provisions of the Scheme and the relevant authorities shall be bound to transfer to the account of and give credit for the same to the Transferee Company upon the Effective Date and upon relevant proof and documents being provided to the said authorities.
- 12.3 All compliances with respect to Taxes or any other Applicable Laws between the Appointed Date and the Effective Date, undertaken by the Transferor Company, shall, upon the effectiveness of this Scheme and with effect from the Appointed Date, be deemed to have been complied with, by the Transferee Company.
- 12.4 The Transferor Company is expressly permitted to amend and/ or file returns of TDS/ TCS or other statutory certificates and/ or returns and refunds, advance tax credits, set offs, adjustments etc., relating to incomes/ transactions, TDS/ self-assessment tax/ regular tax apart from the above if any, paid by the Transferor Company under the Income-Tax Act or any other statute in respect of income of the Transferor Company including any TDS/ advance tax/ self-assessment tax/ regular tax, if any of the Transferor Company on inter se transactions during the period between Appointed Date and the Effective date shall be

deemed to be the TDS/ advance tax/ self-assessment tax/ regular tax paid by the Transferee Company and credit for such TDS/ advance tax/ self-assessment tax/ regular tax shall be allowed to the Transferee Company notwithstanding that certificates or challans for TDS/ advance tax/ self-assessment tax/ regular tax are in the name of the Transferor Company and not in the name of the Transferee Company, upon the Scheme becoming effective.

- 12.5 Any refund or credit under the Tax Laws due to the Transferor Company consequent to the assessments made on the Transferor Company shall also belong to and be received by the Transferee Company.

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PART – C

CONSIDERATION FOR AMALGAMATION AND CANCELLATION OF EQUITY SHARES

13 CONSIDERATION FOR AMALGAMATION

- 13.1 As the entire equity share capital of the Transferor Company is held by the Transferee Company and its nominee shareholder (i.e., the Transferor Company is the wholly owned subsidiary of the Transferee Company), upon the Scheme becoming effective, there shall be no issue of shares by the Transferee Company and equity shares held by the Transferee Company and its Nominee in the Transferor Company shall stand cancelled and extinguished without any further application, act, instrument, or deed.
- 13.2 Upon the Scheme becoming effective, the share certificates, if any and/or the shares in electronic form or physical form as the case may be, representing the equity shares, held by the Transferee Company and its nominee in the Transferor Company, shall be deemed to be cancelled without any further application, act, instrument or deed.

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PART – D

ACCOUNTING TREATMENT IN THE BOOKS OF TRANSFEREE AND TRANSFEROR COMPANY, TRANSACTIONS BETWEEN APPOINTED DATE AND EFFECTIVE DATE AND SAVING OF CONCLUDED TRANSACTIONS

14 ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEREE COMPANY

14.1 Notwithstanding anything to the contrary in this Scheme, the Transferee Company shall give effect to the accounting treatment in its books of account in accordance with “Pooling of Interest Method” of accounting as laid down in Appendix C of Ind AS-103 Business Combination of entities under Common Control prescribed under section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015 and other accounting principles such that:

- a) The Transferee Company shall record all assets and liabilities of the Transferor Company vested in it pursuant to this Scheme, at the carrying values and in the same form as appearing in the books of Transferor Company.
- b) The identity of the reserves of the Transferor Company shall be preserved and shall be recorded by the Transferee Company in the same form and at the carrying amount as appearing in the books of Transferor Company.
- c) Pursuant to the amalgamation of the Transferor Company with the Transferee Company, the inter-company balances and transactions between the Transferee Company and the Transferor Company, if any, appearing in the books of the Transferee Company shall stand cancelled.
- d) The value of investments held by the Transferee Company in the Transferor Company shall stand cancelled pursuant to amalgamation.
- e) The surplus or deficit, if any arising after taking the effect of above clauses shall be recognized as “Capital Reserve” or “Retained earnings” respectively, as the case may be, in the financial statements of the Transferee Company for the respective periods presented (refer g below). The Capital Reserve shall be identified separately from other reserves with disclosure of its nature and purpose in the notes to the financial statements.
- f) 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 and the difference shall be adjusted in the reserves.
- g) Comparative financial information in the financial statements of the Transferee Company shall be restated for the accounting impact of amalgamation as if the amalgamation had occurred from the beginning of the comparative period presented in the financial statements or from the date from which the Transferor Companies and the Transferee Company came under common control, whichever is later.

15 ACCOUNTING TREATMENT IN THE BOOKS OF TRANSFEROR COMPANY

15.1 Upon the Scheme becoming effective, the Transferor company shall stand dissolved without winding up. Accordingly, no accounting treatment is being prescribed for the Transferor Company under this Scheme.

16 COMBINATION AND RE-CLASSIFICATION OF AUTHORISED CAPITAL

16.1 Upon the Scheme becoming effective the authorised share capital of the Transferee Company in terms of its Memorandum of Association and Articles of Association shall automatically stand enhanced without any further act, instrument or deed on the part of the Transferee Company, including payment of stamp duty and fees payable to the Registrar of Companies, and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorised share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, as provided in Clause 16.2 and the consent of the Shareholders to the Scheme shall be deemed to be sufficient for the purpose of effecting this amendment, and no further resolution(s) under Section 13, Section 14, Section 61 or any other applicable provisions of the Act shall be required to be separately passed. For this purpose, the filing fees and stamp duty already paid by the Transferor Company on its authorised share capital shall be utilised and applied to the increased share capital of the Transferee Company, and shall be deemed to have been so paid by the Transferee Company on such combined authorised share capital and, accordingly, the Transferee Company shall not be required to pay any fees/ stamp duty on the authorised share capital so increased.

16.2 Accordingly, in terms of this Scheme, the authorised equity share capital of the Transferee Company shall stand enhanced to an amount of INR 970,000,000 (Indian Rupees Nine Hundred Seventy Million) divided into 97,000,000 equity shares of INR 10 each. The capital clause being Clause V of the Memorandum of Association of the Transferee Company shall stand substituted to read as follows:

“V. The Authorized Share Capital of the Company is -

97,000,000 Equity Shares of 10/- each

2,600,000 9% Cumulative Redeemable Preference Shares of 100/- each”

17 TRANSACTIONS BETWEEN THE APPOINTED DATE AND THE EFFECTIVE DATE

During the period from the Appointed Date to the Effective Date:

17.1 The Transferor Company shall carry on and be deemed to have carried on its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of its business and undertaking for and on account of and in trust for the Transferee Company.

17.2 All the profits or income accruing or arising to the Transferor Company or expenditure or losses incurred or arising to the Transferor Company, shall for all purposes be treated and deemed to be and accrue as the profits or income or expenditure or losses (as the case may be) of the Transferee Company.

- 17.3 All tax and statutory compliances by, for, or on behalf of, the Transferor Company with respect to the income, expenditure, services, sales or property or relating to the establishment, operation and maintenance of its business and Undertaking of the Transferor Company shall be treated as tax and statutory compliance by, for, and on behalf of, the Transferee Company; and
- 17.4 The Transferor Company shall carry on its business, operations or activities with reasonable diligence and business prudence and in the same manner as it had been doing hitherto and shall not venture into/ expand any new businesses, alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business, without the prior consent of the Transferee Company.
- 17.5 For avoidance of doubt, it is hereby clarified that nothing in this Scheme shall prevent the Transferee Company and the Transferor Company from declaring and paying dividends, whether interim or final, to their respective equity shareholders. It is clarified that the aforesaid provisions in respect of declaration of dividends, whether interim or final, are enabling provisions only and shall not be deemed to confer any right on any member of the Transferor Company and/ or the Transferee Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Board of Directors of the Transferor Company and the Transferee Company and subject to, wherever necessary, the approval of the shareholders of the Transferor Company and the Transferee Company, respectively.
- 17.6 The Transferee Company and the Transferor Company shall also be entitled to make an application for amending, cancelling or obtaining fresh registrations, as the case may be, under all Applicable Laws and legislations. The Transferee Company and the Transferor Company would be entitled to make an application for amending licenses/ authorisations. Pending sanction of the Scheme, the Transferor Company shall not make any change in their respective capital structure either by any increase, (by issue of equity shares on a rights basis, bonus shares, convertible debentures or otherwise) decrease, reduction, reclassification, sub-division or consolidation, re-organisation, or in any other manner, except by mutual consent of the respective Boards of Directors of the Transferor Company and Transferee Company or as may be expressly permitted under this Scheme.

18 SAVING OF CONCLUDED TRANSACTIONS

- 18.1 Subject to the terms of this Scheme, the transfer and vesting of the Undertaking of the Transferor Company under Clause 5 of this Scheme shall not affect any transactions or

proceedings already concluded by the Transferor Company on or before the Appointed Date or concluded between the Appointed Date and the Effective Date (both days inclusive), to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Company as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

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PART – E

**DISSOLUTION OF THE TRANSFEROR COMPANY WITHOUT WINDING UP AND THE
GENERAL TERMS AND CONDITIONS APPLICABLE TO THIS SCHEME AND OTHER
MATTERS CONSEQUENTIAL AND INTEGRALLY CONNECTED THERETO**

19 WINDING UP

19.1 The Transferor Company and the Transferee Company shall apply to the NCLT for necessary orders or directions for holding meetings of the members, creditors of the Transferor Company and the Transferee Company for sanctioning this Scheme of Amalgamation under Section 230 to Section 232 of the Act or for dispensing the holding of such meetings and for orders under Section 230 of the Act, for carrying this Scheme into effect and for dissolution of the Transferor Company without winding up.

19.2 Subject to an order being made by the NCLT under Section 230 to Section 232 of the Act, the Transferor Company shall be dissolved without the process of winding up on this Scheme becoming effective in accordance with the provisions of the Act and the rules made thereunder. On this Scheme becoming effective on the Effective Date, the Transferor Company shall stand dissolved, without any further act or deed, stand dissolved without being wound-up.

20 SEQUENCING OF EVENTS

20.1 The following shall be deemed to have occurred only in the sequence and in the order mentioned hereunder:

- (i) filing of certified copies of the order(s) of the Tribunal with the Registrar of Companies by the Transferor Company and the Transferee Company, pursuant to which, the amalgamation of the Transferor Company into and with the Transferee Company, in accordance with Part B of this Scheme shall become effective;
- (ii) cancellation of the equity shares of the Transferor Company, in accordance with Part C of the Scheme; and
- (iii) dissolution of the Transferor Company without being wound up, in accordance with Part E of the Scheme.

21 CONDITIONALITY OF THE SCHEME

This Scheme is conditional upon the following approvals/ events,:

- 21.1 The approval of the Scheme by the requisite majority of the members of the Transferor Company and Transferee Company respectively as required under Section 230 to Section 232 of the Act and as directed by the NCLT;
- 21.2 The approval of the Scheme by the requisite majority of the creditors of the Transferor Company and Transferee Company respectively as required under Section 230 to Section 232 of the Act and as directed by the NCLT;
- 21.3 The sanction of the Scheme by the NCLT under Sections 230 to 232 of the Act and other applicable provisions of the Act, rules and regulations;
- 21.4 Certified copies of the NCLT orders being filed with the RoC concerned by the respective companies;
- 21.5 Compliance with such other conditions as may be imposed by the NCLT.

22 APPLICATION TO THE NATIONAL COMPANY LAW TRIBUNAL, BENGALURU BENCH

- 22.1 Transferor Company and Transferee Company shall, with all reasonable dispatch, make and file applications / petitions under Sections 230 to 232 of the Act and other applicable provisions of the Act, to the NCLT, within whose jurisdiction the registered office of the Transferor Company and Transferee Company are situated, for sanctioning the Scheme, and for dissolution of the Transferor Company without being wound-up. The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority, if required, under any /s for such consents and approvals which the Transferee Company may require to own the Undertaking of the Transferor Company and to carry on the business of the Transferor Company.

23 VALIDITY OF EXISTING RESOLUTIONS, ETC

- 23.1 Upon the coming into effect of the Scheme, the resolutions of the Transferor Company is considered necessary by the Board of Directors of the Transferee Company which are validly subsisting be considered as resolutions of the Transferee Company. If any such resolutions have any monetary limits approved under the provisions of the Act or of any other applicable statutory provisions, then the said limits as are considered necessary by the Board of Directors of the Transferee Company, shall be added to the limits, if any, under the like resolutions passed by the Transferee Company.

24 MODIFICATION OR AMENDMENTS TO THE SCHEME

24.1 The Transferor Company and Transferee Company by their respective Board of Directors, or any person(s) or committee authorised/ appointed by Board, may carry out or assent to any modifications/ amendments to the Scheme or to any conditions or limitations that the NCLT and/ or any other Government Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e., the Board of Directors or the person(s)/ committee). The Transferor Company and Transferee Company by their respective Board of Directors or any person(s) or committee authorised or appointed by them, shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whatsoever for carrying on the Scheme into effect whether by reason of any directive or orders of any Government Authority or otherwise howsoever arising out of or under or by virtue of the Scheme and/ or any matter concerned or connected therewith. For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the delegate(s) of the Parties, acting jointly, are hereby authorized to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulties that may arise and such determination or directions, as the case may be, shall be binding on all the Parties, in the same manner as if the same were specifically incorporated in this Scheme.

25 EFFECT OF NON-RECEIPT OF APPROVALS

25.1 In the event of any of the approvals or conditions enumerated in the Scheme not being obtained or complied with, or for any other reason, the Scheme cannot be implemented, the Board of Directors of the Transferee Company and the Transferor Company or any person(s) or committee authorised/ appointed by Board shall by mutual agreement waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, or in case the Scheme is not sanctioned by the NCLT, the Scheme shall become null and void. Further, in case of the non-receipt of approvals to the Scheme, no rights and liabilities whatsoever shall accrue to or be incurred inter se by the Parties or their respective shareholders or creditors or employees or any other person.

26 COSTS, CHARGES AND EXPENSES

26.1 All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferor Company and the Transferee Company arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto shall be borne by the Transferee Company. In the event of the Scheme not being sanctioned by the NCLT, the Transferee Company shall bear and pay all costs, charges, expenses and taxes, including duties and levies in connection with the Scheme and will be reimbursed by the Transferor Company, as maybe mutually agreed by the parties.

27 MISCELLANEOUS

27.1 In case any doubt or difference or issue shall arise among the Transferor Company and the Transferee Company or any of their shareholders, creditors, employees and/ or persons entitled to or claiming any right to any shares in the Transferor Company or the Transferee Company, as to the construction of this Scheme or as to any account, or made in connection herewith or as to any other aspects contained in or relating to or arising out of this Scheme, the same shall be amicably settled between the Board of Directors of the Transferor Company and Transferee Company or any person(s) or committee authorised/ appointed by Board and the decision arrived at therein shall be final and binding on all concerned. If any part of this Scheme hereof is invalid, ruled illegal by any NCLT or of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Transferor Company and the Transferee Company that such part shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party to the Scheme, in which case the parties to the Scheme shall attempt to bring about a modification in the Scheme, as will best preserve for the parties to the Scheme, the benefits and obligations of the Scheme. If any proposed modification/ amendment to this Scheme including any conditions imposed by any bank or financial institution materially adversely affects the interest of the Transferor Company or Transferee Company, then such modification/ amendment shall not be binding on such affected Party, and Parties, based on mutual written agreement, shall have the right to withdraw the Scheme. The Transferor Company and Transferee Company, acting jointly and not individually shall be at liberty to withdraw the Scheme from the NCLT, any time before the coming into effect of this Scheme.