

## SCHEME OF ARRANGEMENT

BETWEEN

TEXMACO RAIL & ENGINEERING LIMITED

AND

BELGHARIA ENGINEERING UDYOG PRIVATE LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

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

### (A) PREAMBLE

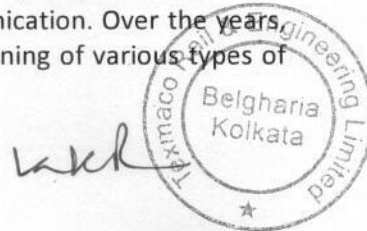
This scheme of arrangement between the Transferor Company (*as defined hereinafter*) and the Transferee Company (*as defined hereinafter*) and their respective shareholders and creditors ("**Scheme**") provides for transfer of the Transferred Undertaking (*as defined hereinafter*) from the Transferor Company to the Transferee Company as a *going concern* on slump exchange basis under Sections 230 to 232 and other applicable provisions of the Act (*as defined hereinafter*). This Scheme also provides for various other matters consequent and incidental thereto.

### (B) DESCRIPTION OF COMPANIES

1. Texmaco Rail & Engineering Limited ("**TREL**" or "**Transferor Company**") is a company incorporated under the Companies Act, 1956. The Transferor Company is primarily engaged in three lines of businesses through separate divisions as follows: - (a) "Freight Car Heavy Engineering Division", engaged in the business of manufacturing of freight car and its components, Steel castings; (b) "Infra – Electrical" engaged in the business of execution of electrical projects; and (c) "Infra – Rail & Green Energy" engaged in execution of projects related to green/ renewable power, track laying, signalling and telecommunication. The equity shares of the Transferor Company are listed on the Stock Exchanges (*as defined hereinafter*).
2. Belgharia Engineering Udyog Private Limited ("**BEL**" or "**Transferee Company**") is a company incorporated under the Companies Act, 2013. The Transferee Company is incorporated with the intent of carrying on business similar to the Transferred Undertaking of the Transferor Company. The Transferee Company is a wholly owned subsidiary of the Transferor Company.

### (C) RATIONALE FOR THE SCHEME

1. The Infra – Rail & Green Energy Division of TREL is one of the premier engineering division with market leadership in this field. TREL has been a leading factor in concept to commissioning of hydro mechanical equipment for hydro power plant, industrial steel structure, flyover and bridges, track laying, signalling & telecommunication. Over the years, TREL has built strong credentials in design, erection and commissioning of various types of



steel gates (both vertical & radial), Trash racks, hoists, penstocks & specials (bifurcation, trifurcation, expansion joints etc.), goliath cranes, heavy steel structures, track laying, signalling & telecommunication etc. Numerous projects bear testimony to the company's marvellous engineering and manufacturing capabilities, which has got national and international recognition for its outstanding performance.

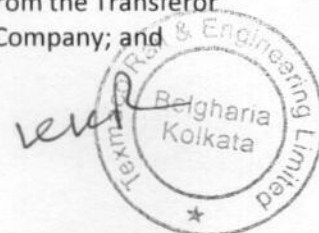
2. TREL seeks to reorganise the businesses carried on by it to exploit the growth potential and attract fresh set of investors/strategic partners. Each of the businesses carried on by TREL have significant potential for growth and profitability. However, each of the businesses are distinct having their own set of strengths and dynamics in the nature of risks involved, competition, challenges, opportunities, business methods, leading to different growth potentials. Hence, segregation of the businesses would enable a focused management to explore business opportunities and potentials effectively and efficiently. Accordingly, it is intended to segregate and transfer of the Transferred Undertaking comprising the Infra – Rail & Green Energy Division of TREL into BEL.
3. The segregation of the business verticals shall enable them to move forward independently, with specialisation building on their respective capabilities. It will also help to channelize resources required for all the businesses to focus on the growing businesses and attracting right talent and providing enhanced growth opportunities to existing talent in line with sharper strategic focus on each business segment under separate entities.
4. The Scheme will also enable the Transferor Company and the Transferee Company to focus and enhance their respective management structure ensuring better and more efficient management control. It shall provide greater management focus and speedy decision process to achieve strategic advantage in the separate entity.
5. Bifurcation of the businesses will enable unlocking value of each vertical thereby paving way for focused growth with a view to create significant stakeholder value, will attract distinct investor base and at the same time allow investors to allocate their portfolio into separate entities, focused on the distinct businesses. Further, it will enable independent and distinct capital allocation approach and balance sheet management based on the distinct needs of each business.
6. Accordingly, this Scheme is being proposed for transfer of the Transferred Undertaking to the Transferee Company as a going concern on slump exchange basis.

The Scheme is in the interest of the Transferor Company, the Transferee Company and their respective stakeholders.

#### (D) PARTS OF THE SCHEME

The Scheme is divided into the following parts:

1. **PART I** deals with the definitions of capitalized terms used in this Scheme, the details of the share capital of the Parties (*as defined hereinafter*) and date of taking effect and implementation of this Scheme;
2. **PART II** deals with the transfer and vesting of the Transferred Undertaking from the Transferor Company as a *going concern* on a slump exchange basis to the Transferee Company; and



3. **PART III** deals with the general terms and conditions.

## PART I

### DEFINITIONS AND SHARE CAPITAL

#### 1. DEFINITIONS

- 1.1 In this Scheme, (a) capitalised terms defined by inclusion in quotations and/ or parenthesis shall have the meanings so ascribed; and (b) the following expressions shall have the meanings ascribed hereunder:

**“Act”** means the Companies Act, 2013;

**“Applicable Law”** or **“Law”** means any applicable national, foreign, provincial, local or other law including applicable provisions of all (a) constitutions, decrees, treaties, statutes, laws (including the common law), codes, notifications, rules, regulations, policies, guidelines, circulars, press notes, clearances, approvals, directions, directives, ordinances or orders of any Appropriate Authority, statutory authority, court, tribunal having jurisdiction over the Parties; (b) Permits; and (c) orders, decisions, writs, injunctions, judgments, awards and decrees of or agreements with any Appropriate Authority having jurisdiction over the Parties in each case having the force of law and that is binding or applicable to a person, as may be in force from time to time;

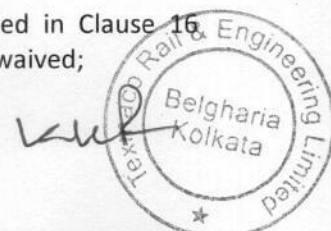
**“Appointed Date”** means Effective Date or such other date as may be determined by the Board of the Parties;

**“Appropriate Authority”** means:

- (a) the government of any jurisdiction (including any national, state, municipal or local government or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, tribunal, central bank, commission or other authority thereof;
- (b) any governmental, quasi-governmental or private body or agency lawfully exercising or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, Tax, importing, exporting or other governmental or quasi-governmental authority including without limitation, SEBI, and the Tribunal; and
- (c) any Stock Exchange.

**“Board”** in relation to the Transferor Company and the Transferee Company, as the case may be, means the board of directors of such Party, and shall include a committee of directors or any person authorized by such board of directors or such committee of directors duly constituted and authorized for matters pertaining to this Scheme or any other matter relating thereto;

**“Effective Date”** means the day on which last of the conditions specified in Clause 16 (Conditions Precedent) of this Scheme are complied with or otherwise duly waived;



Reference in this Scheme to the date of “coming into effect of this Scheme” or “effectiveness of this Scheme” or “effect of this Scheme” or “upon the Scheme becoming effective” shall mean the Effective Date;

“Income Tax Act” means the Income-tax Act, 1961;

“Infra – Rail & Green Energy Business” or “Infra – Rail & Green Energy Division” means the business or division of the Transferor Company pertaining to execution of projects in the area of hydro mechanical works, bridge & structural, track laying, signaling & telecommunication etc., along with related assets, customer contracts, credentials, employees and intellectual properties;

“Optionally Convertible Redeemable Preference Shares of the Transferee Company” or “OCRPS” means 0.01% cumulative optionally convertible redeemable preference shares of INR 100 each fully paid up to be issued and allotted by the Transferee Company as partial consideration for transfer of the Transferred Undertaking to the Transferor Company, pursuant to Part II of this Scheme, the principal terms and conditions for which have been set out in **Schedule I** to this Scheme;

“Parties” means collectively the Transferor Company and the Transferee Company “Party” shall mean each of them, individually;

“Permits” means all consents, licences, permits, certificates, permissions, authorisations, clarifications, approvals, clearances, confirmations, declarations, waivers, exemptions, registrations, filings, no objections, whether governmental, statutory, regulatory or otherwise as required under Applicable Law;

“Person” means an individual, a partnership, a corporation, a limited liability partnership, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or an Appropriate Authority;

“Remaining Undertaking” means all of the businesses, units, divisions, undertakings, and assets and liabilities of the Transferor Company other than the Transferred Undertaking;

“RoC” means the relevant jurisdictional Registrar of Companies having jurisdiction over the Transferor Company and the Transferee Company, as the case may be;

“Rs.” or “Rupee(s)” means Indian Rupee, the lawful currency of the Republic of India;

“Scheme” means this scheme of arrangement as modified from time to time;

“SEBI” means the Securities and Exchange Board of India;

“SEBI Circular” means the master circular issued by the SEBI bearing reference no. SEBI/HO/CFD/POD2/P/CIR/2023/93 dated June 20, 2023, and any amendments thereof issued pursuant to Regulations 11, 37 and 94 of the SEBI LODR Regulations;

“SEBI LODR Regulations” means SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, and any amendments thereof;



**"Stock Exchanges"** means BSE Limited and National Stock Exchange of India Limited, collectively;

**"Tax Laws"** means all Applicable Laws dealing with Taxes, duties and cess by whatever name called, including but not limited to income-tax, wealth tax, profession tax, sales tax / value added tax, central sales tax, entry taxes, local / municipal taxes and levies, service tax, goods and services tax, central excise duty, customs duty, stamp duty, property tax, withholding tax, tax collected at source, benefits under the Foreign Trade Policies or any other levy of similar nature;

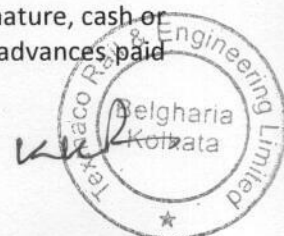
**"Taxation" or "Tax" or "Taxes"** means all forms of taxes (direct or indirect) and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions and levies, surcharge, cess, fees and tariffs and whether levied by reference to income, profits, book profits, gross receipts, property, gains, net wealth, asset values, turnover, added value, goods and services, manufacture, supply, entry into, import, export, employment, execution of instruments or otherwise and shall further include payments in respect of or on account of Tax, whether by way of deduction at source, collection at source, dividend distribution tax, advance tax, minimum alternate tax, buyback distribution tax, equalization levy, self-assessment tax, regular assessment tax, service tax, goods and services tax, stamp duty, custom duties, excise duty, taxes withheld or paid in foreign country or otherwise or attributable directly or primarily to the Transferor Company and the Transferee Company, as the case may be, or any other Person and all penalties, charges, costs, fees and interest relating thereto whether in India or outside India;

**"Transferor Company"** means Texmaco Rail & Engineering Limited, a company incorporated under the provisions of the Companies Act, 1956 and being a company within the meaning of the Companies Act, 2013, having corporate identity number L29261WB1998PLC087404 and registered office Belgharia, 24 Parganas (North), Kolkata 700056, West Bengal, India;

**"Transferee Company"** means Belgharia Engineering Udyog Private Limited, a company incorporated under the provisions of the Companies Act, 2013, having Corporate Identity Number U30204WB2023PTC260915 and registered office at Belgharia, 24 Parganas (North), Kolkata 700056, West Bengal, India;

**"Transferred Undertaking"** means the undertaking of The Transferor Company pertaining to the Infra – Rail & Green Energy Division, as a going concern, as on the Appointed Date and shall include without limitation:

- (a) all the assets and properties (whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent of whatsoever nature), whether situated in India or abroad, including, without limitation, all land, buildings, fixtures and structures thereon (whether leasehold, leave and license, rights of way, tenancies or otherwise) including offices, warehouses, workshops, sheds, stores, storages, cooling stations, etc., benefits of any rental agreement for any use of premises which immovable properties are currently in use for the purpose of conducting Infra – Rail & Green Energy Division and all documents of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interests in connection with the said immovable properties, all moveable property contained therein, stocks, current assets, investment in subsidiaries, joint ventures, associate and other entities, of whatsoever nature, cash or deposits and bank accounts, contingent rights or benefits, receivables, advances paid



by or deemed to have been paid by or received by the Transferor Company, rights and benefits under any agreement, any benefits or rights available to or due to the Transferor Company pertaining to the Infra – Rail & Green Energy Division, any reserves or funds, other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, liberties and advantages of whatsoever nature and all other interests of whatsoever nature, and wheresoever situated, belonging to or in the ownership, power or possession and/or in the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company pertaining to the Infra – Rail & Green Energy Division, whether in India or abroad;

- (b) all Permits, quotas, rights, privileges, entitlements, benefits or exemptions of any kind, industrial and other licences, whether from a governmental authority or third party, any bids, tenders, letters of intent, expressions of interest, consents, subsidies, privileges, income tax benefits and exemptions, all other rights including sales tax deferrals and exemptions and other benefits, receivables, and liabilities related thereto, licenses, powers and facilities of every kind, nature and description whatsoever, and all other interests in connection with or pertaining to the Infra – Rail & Green Energy Division;
- (c) all rights including sales tax deferrals and exemptions and other benefits, the input credit balances (including, State Goods & Service Tax (“SGST”), Integrated Goods and Services Tax (“IGST”) and Central Goods and Service Tax (“CGST”) credits) under the goods and service tax laws, CENVAT/ MODVAT credit balances under Central Excise Act, 1944, sales tax law, duty drawback claims, rebate receivables, refund and advance, all customs duty benefits and exemptions, export and import incentives and benefits or any other benefits/ incentives/ exemptions given under any policy announcements issued or promulgated by the government of India or state government or any other government body or authority or any other like benefits under any statute receivables, and liabilities related thereto, licenses, powers and facilities of every kind, nature and description whatsoever provisions and benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Infra – Rail & Green Energy Division, whether or not so recorded in the books of the Transferor Company;
- (d) all Tax credits, refunds, reimbursements, claims, concessions, exemptions, benefits under Tax Laws including advance taxes, tax deducted at source, deferred tax assets, goods and service tax credit, deductions and benefits under the Income-tax Act or any other Taxation statute enjoyed by the Transferor Company pertaining to the Infra – Rail & Green Energy Division;
- (e) all debts, obligations, duties and liabilities, both present and future (including contingent liabilities and obligations under any licenses or permits or schemes) of every kind, nature and description whatsoever and howsoever arising, pertaining to the Infra – Rail & Green Energy Division;
- (f) all intellectual property and intellectual property rights (including any applications for the same) of any nature whatsoever, domain names, source code, social media handles, books, records, files, papers, product specifications, and process-related information, lists of present and former customers and suppliers, and any other customer or supplier related information, whether in physical or electronic form, pertaining to the Infra – Rail & Green Energy Division activities and operations of The Transferor Company;



(g) entire experience, credentials, past record and market share of The Transferor Company pertaining to the Infra – Rail & Green Energy Division; and

(h) all employees engaged in the Infra – Rail & Green Energy Division.

Any question that may arise as to whether a specified asset or liability or employee pertains or does not pertain to the Infra – Rail & Green Energy Division shall be decided by the Boards of The Transferor Company and the Transferee Company; and

“**Tribunal**” means the relevant bench of the National Company Law Tribunal having jurisdiction over the Transferor Company and the Transferee Company.

1.2 In this Scheme, unless the context otherwise requires:

1.2.1 words denoting the singular shall include the plural and *vice versa*;

1.2.1 headings, sub-headings, titles, sub-titles to clauses, sub-clauses and paragraphs are for information and convenience only and shall be ignored in construing the same;

1.2.2 reference to any law or legislation or regulation shall include amendment(s), circulars, notifications, clarifications or supplement(s) to, or replacement, re-enactment, restatement or amendment of, that law or legislation or regulation and shall include the rules and regulations thereunder;

1.2.3 all terms and words not defined in this Scheme shall unless repugnant or contrary to the context or meaning thereof, have the same meaning as prescribed to them under the Act, Income Tax Act, or any other Applicable Laws, rules, regulations, bye laws, as the case may be; and

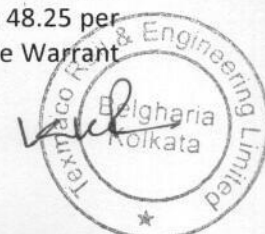
1.2.4 the words “include” and “including” are to be construed without limitation.

## 2. SHARE CAPITAL

2.1 The share capital of the Transferor Company as on the date of its Board approving the Scheme is as follows:

Particulars	Rs
<b>Authorised Share Capital</b>	
197,00,00,000 equity shares of Re 1 each	197,00,00,000
<b>Total</b>	<b>1,97,00,00,000</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
39,94,67,302 equity shares of Re 1 each	39,94,67,302
<b>Total</b>	<b>39,94,67,302</b>

On 12 April 2024, the Transferor Company allotted 77,72,020 (Seventy Seven Lakhs Seventy Two Thousand Twenty) convertible warrants, each carrying a right to subscribe to 1 (One) equity share of the Transferor Company (the “Warrants”), at an issue price of Rs 193 (Rupees One Hundred Ninety Three only) per Warrant (“Warrant Exercise Price”), on a preferential allotment basis (“Preferential Issue”) on receipt of application money in cash of Rs 48.25 per convertible warrants i.e., 25% of the warrant exercise price. The balance 75% of the Warrant



Exercise Price is payable at the time of allotment of equity shares pursuant to exercise of the rights attached to the Warrants to subscribe to the Equity Share, at any time within 18 (eighteen) months from the date of allotment of the Warrants ("Warrant Exercise Period"). The allotment of Equity Shares pursuant to exercise of such Warrants may result in change in the issued, subscribed and paid-up share capital of the Transferor Company.

The Transferor Company may, from time to time, in accordance with the Act, rules and regulations framed by the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 and other Applicable Laws, issue securities to any persons (including by way of a rights issue, preferential allotment or bonus issue).

- 2.2 The share capital of the Transferee Company as on the date of its Board approving the Scheme is as follows:

Particulars	Rs
<b>Authorised Share Capital</b>	
10,000 equity shares of Rs 10 each	1,00,000.00
<b>Total</b>	<b>1,00,000.00</b>
<b>Issued, Subscribed and Paid-up Capital</b>	
10,000 equity shares of Rs 10 each	1,00,000.00
<b>Total</b>	<b>1,00,000.00</b>

The entire share capital of the Transferee Company is held by the Transferor Company. The Transferee Company is a wholly owned subsidiary of the Transferor Company.

### 3. DATE OF TAKING EFFECT AND IMPLEMENTATION OF THIS SCHEME

This Scheme in its present form or with any modification(s) made as per Clause 15 of this Scheme, shall become effective from the Appointed Date but shall be operative from the Effective Date.

## PART II

### TRANSFER AND VESTING OF THE TRANSFERRED UNDERTAKING

#### 4. TRANSFER AND VESTING OF THE TRANSFERRED UNDERTAKING

- 4.1 With effect from the Appointed Date and subject to the provisions of this Scheme and pursuant to Sections 230 to 232 of the Act, the Transferred Undertaking shall, without any further act, instrument or deed, be transferred from the Transferor Company to and be vested in or be deemed to have been transferred to and vested in Transferee Company as a *going concern* on slump exchange basis so as to become on and from the Appointed Date, an undertaking, free from any encumbrance or charges (except to the extent of: (i) encumbrance created with respect to the loans and liabilities being transferred to the Transferee Company; and (ii) encumbrance on any asset forming part of the Transferred Undertaking created for the purpose of operation of the Transferred Undertaking), of the Transferee Company by virtue of operation of law, and in the manner provided for, in this Scheme.





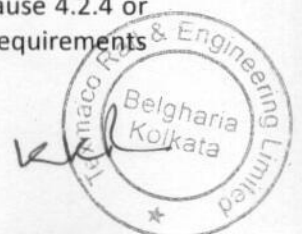
4.2 Without prejudice to the generality of the provisions of Clause 4.1 above, the manner of transfer and vesting of assets and liabilities forming part of the Transferred Undertaking under this Scheme, is as follows:

4.2.1 In respect of such of the assets and properties forming part of the Transferred Undertaking which are movable in nature (including but not limited to all intangible assets, machinery, equipment, whether registered or unregistered trademarks along with all rights of commercial nature including attached goodwill, title, interest, labels and brand registrations, copyrights, and all such other industrial and intellectual property rights of whatsoever nature) or are otherwise capable of transfer by delivery or possession or by endorsement and/or delivery, the same shall stand transferred by the Transferor Company to the Transferee Company upon coming into effect of this Scheme and shall, ipso facto and without any other order to this effect, become the assets and properties of the Transferee Company without requiring any deed or instrument of conveyance for transfer of the same. The transfer pursuant to this sub-clause shall be deemed to have occurred by physical or constructive delivery or by endorsement and delivery or recordal, pursuant to this Scheme, as appropriate to the property being transferred, and title to the property shall be deemed to have been transferred accordingly;

4.2.2 Subject to Clause 4.2.3 below, with respect to the assets of the Transferred Undertaking, other than those referred to in Clause 4.2.1 above, including all rights, title and interests in the agreements (including agreements for lease or license of the properties), investments in shares, mutual funds, bonds and any other securities, sundry debtors, claims from customers or otherwise, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with any Appropriate Authority, customers and other persons, whether or not the same is held in the name of the Transferor Company, shall, without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred to and vested in the Transferee Company, with effect from the Appointed Date by operation of law as transmission in favour of Transferee Company. With regard to the licenses of the properties, the Transferee Company will enter into novation agreements, if it is so required;

4.2.3 In respect of such of the assets and properties forming part of the Transferred Undertaking which are immovable in nature, whether or not included in the books of the Transferor Company, including 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;

4.2.4 For the avoidance of doubt and without prejudice to the generality of Clause 4.2.3 above and Clause 4.2.5 below, it is clarified that, with respect to the immovable properties forming part of the Transferred Undertaking 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 Tribunal 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 as may be necessary in this regard. For the avoidance of doubt, it is clarified that any document executed pursuant to this Clause 4.2.4 or Clause 4.2.5 below will be for the limited purpose of meeting regulatory requirements

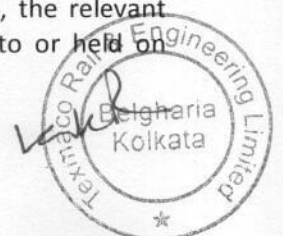


and shall not be deemed to be a document under which the transfer of any property of the Transferor Company takes place and the assets and liabilities forming part of the Transferred Undertaking shall be transferred solely pursuant to and in terms of this Scheme and the order of the Tribunal sanctioning this Scheme;

- 4.2.5 Notwithstanding anything contained in this Scheme, with respect to the immovable properties forming part of the Transferred Undertaking in the nature of land and buildings situated in states other than the state of West Bengal, whether owned or leased, for the purpose of, *inter alia*, payment of stamp duty and vesting in the Transferee Company, if the Transferee Company so decides, the Transferor Company and/ or the Transferee Company, whether before or after the Effective Date, may execute and register or cause to be executed and registered, separate deeds of conveyance or deeds of assignment of lease, as the case may be, in favour of the Transferee Company in respect of such immovable properties. Each of the immovable properties, only for the purposes of the payment of stamp duty (if required under Applicable Law), shall be deemed to be conveyed at a value 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.
- 4.2.6 All loans raised and all liabilities and obligations incurred by the Transferor Company (in relation to the Transferred Undertaking) after the Appointed Date and prior to the Effective Date, shall, subject to the terms of this Scheme, be deemed to have been raised, used or incurred for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall also, without any further act or deed be and be deemed to become the debts, liabilities, duties and obligations of the Transferee Company;
- 4.2.7 The Transferor Company may, at its sole discretion but without being obliged to, give notice in such form as it may deem fit and proper, to such Persons, as the case may be, that any debt, receivable, bill, credit, loan, advance, debenture or deposit, contracts or policies relating to the Transferred Undertaking stands transferred to and vested in the Transferee Company and that appropriate modification should be made in their respective books/ records to reflect the aforesaid changes;
- 4.2.8 Unless otherwise agreed to between the Transferor Company and the Transferee Company, the vesting of all the assets of the Transferor Company forming part of the Transferred Undertaking, as aforesaid, shall be subject to the encumbrances, if any, over or in respect of any of the assets or any part thereof, provided however that such encumbrances shall be confined only to the relevant assets forming part of the Transferred Undertaking of the Transferor Company or part thereof on or over which they are subsisting on and vesting of such assets in the Transferee Company and no such encumbrances shall extend over or apply to any other asset(s) of Transferee Company. Any reference in any security documents or arrangements (to which Transferor Company is a party) related to any assets of Transferor Company shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of Transferee Company. Similarly, Transferee Company shall not be required to create any additional security over assets vested under this Scheme for any loans, debentures, deposits or other financial assistance already availed of/ to be availed of by it, and the encumbrances in respect of such indebtedness of the Transferor Company shall not extend or be deemed to extend or apply to the assets so vested;



- 4.2.9 In so far as any encumbrance in respect of Transferred Undertaking's liabilities is concerned, such encumbrance shall without any further act, instrument or deed being required to be modified and, if so agreed, shall be extended to and shall operate over the assets of the Transferee Company. For the avoidance of doubt, it is hereby clarified that in so far as the assets comprising the Remaining Undertaking are concerned, the encumbrance, if any, over such assets relating to the Transferred Undertaking's liabilities, without any further act, instrument or deed being required, be released and discharged from the obligations and encumbrances relating to the same. Further, in so far as the assets comprised in the Transferred Undertaking are concerned, the encumbrance over such assets relating to any loans, borrowings or other debts pertaining to Remaining Undertaking which are not transferred to the Transferee Company pursuant to this Scheme and which shall continue with the Transferor Company, shall without any further act or deed be released from such encumbrance and shall no longer be available as security in relation to such liabilities;
- 4.2.10 Taxes, if any, paid or payable by the Transferor Company after the Appointed Date and specifically pertaining to Transferred Undertaking shall be treated as paid or payable by the Transferee Company and the Transferee Company shall be entitled to claim the credit, refund or adjustment for the same as may be applicable;
- 4.2.11 If the Transferor Company is entitled to any unutilized credits (including losses and unabsorbed depreciation), balances or advances, benefits under the incentive schemes and policies including tax holiday or concessions relating to the Transferred Undertaking under any Tax Laws or Applicable Law(s), the Transferee Company shall be entitled as an integral part of the Scheme to claim such benefit or incentives or unutilised credits, as the case may be, without any specific approval or permission;
- 4.2.12 Upon the Scheme becoming effective, the Transferor Company and the Transferee Company shall have the right to revise their respective financial statements and returns along with prescribed forms, filings and annexures under the Tax Laws and to claim refunds and/ or credit for Taxes paid and for matters incidental thereto, if required, to give effect to the provisions of the Scheme. The Transferor Company and the Transferee Company are expressly permitted to revise and file its income tax returns and other statutory returns, even beyond the due date, if required, including tax deducted/ collected at source returns, service tax returns, excise tax returns, sales tax/ value added tax/ goods and service tax returns, and claiming other tax benefits including tax unabsorbed depreciation, tax losses and all permissible deductions as may be applicable and has expressly reserved the right to make such provision in its returns and to claim refunds, advance tax credits, credit of tax deducted at source, credit of foreign taxes paid/ withheld, etc. if any, as may be required for the purposes of implementation of the Scheme. It is further clarified that the Transferee Company shall be entitled to claim deduction under Section 43B of the Income Tax Act in respect of unpaid liabilities transferred to it as part of the Transferred Undertaking to the extent not claimed by the Transferor Company;
- 4.2.13 Subject to Clause 4 and any other provisions of the Scheme, in respect of any refund, benefit, incentive, grant or subsidy in relation to or in connection with the Transferred Undertaking, the Transferor Company shall, 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 Tribunal having sanctioned this Scheme, the relevant refund, benefit, incentive, grant or subsidy be paid or made good to 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 realise the same stands transferred to the Transferee Company and that appropriate entries should be passed in their respective books to record the aforesaid changes;

- 4.2.14 On and from the Effective Date, all cheques and other negotiable instruments and payment orders received or presented for encashment which are in the name of the Transferor Company and are in relation to or in connection with the Transferred Undertaking, shall be accepted by the bankers of the Transferee Company and credited to the account of Transferee Company, if presented by Transferee Company;
- 4.2.15 Permits, including the benefits attached thereto of the Transferor Company, in relation to the Transferred Undertaking, shall be transferred to the Transferee Company from the Appointed Date, without any further act, instrument or deed and shall be appropriately mutated or endorsed by the Appropriate Authorities concerned therewith in favour of Transferee Company as if the same were originally given by, issued to or executed in favour of Transferee Company and the Transferee Company shall be bound by the terms, obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferor Company to carry on the operations of the Transferred Undertaking without any hindrance, whatsoever; and
- 4.2.16 Contracts, deeds, bonds, agreements, schemes, arrangements in relation to the Transferred Undertaking, where the Transferor Company is a party, shall stand transferred to and vested in the Transferee Company pursuant to the Scheme becoming effective. The absence of any formal amendment which may be required by a third party to effect such transfer and vesting shall not affect the operation of the foregoing sentence. The Transferor Company and Transferee Company shall, wherever necessary, enter into and/or execute deeds, writings, confirmations or novations to all such contracts, if necessary, in order to give formal effect to the provisions of this Clause.
- 4.2.17 Upon the Scheme coming into effect, for the purpose of satisfying any eligibility criteria including technical and/ or financial parameters for participating and qualifying in invitations for expression of interest(s) and/ or bid(s) and/ or tender(s) of any nature meant for any project(s) or contract(s) or work(s) or services or combination thereof, pertaining to the Infra – Rail & Green Energy Division, in addition to its own technical experience and/ or financial credentials including drawn through other arrangements such as consortium or joint venture etc., the Transferee Company shall have legal capacity, power and authority to claim experience considering works/jobs done in the past and current work in hand, financial credentials, management experience and track record with respect to the Transferred Undertaking of the Transferor Company.
- 4.3 Without prejudice to the provisions of the foregoing sub-clauses of this Clause, the Transferor Company and the Transferee Company may execute any and all instruments or documents and do all the acts, deeds and things as may be required, including executing necessary confirmatory deeds for filing with the trademark registry and Appropriate Authorities, filing of necessary particulars and/ or modification(s) of charge, necessary applications, notices, intimations or letters with any Appropriate Authority or Person to give effect to the Scheme. Any procedural requirements required to be fulfilled solely by the Transferor Company or upon the Scheme becoming effective, shall be fulfilled by the Transferee Company as if it were



the duly constituted attorney of the Transferor Company. The Transferee Company shall take such actions as may be necessary and permissible to get the assets, Permits and contracts forming part of the Transferred Undertaking transferred and/ or registered in its name.

## 5. EMPLOYEES

- 5.1 With effect from the Effective Date, the Transferee Company undertakes to engage, without any interruption in service, all employees of the Transferor Company, engaged in or in relation to the Transferred Undertaking, on the terms and conditions no less favourable than those on which they are engaged by the Transferor Company. The Transferee Company undertakes to continue to abide by any agreement/ settlement or arrangement, if any, entered into or deemed to have been entered into by the Transferor Company with any of the aforesaid employees or union representing them. The Transferee Company agrees that the services of all such employees with the Transferor Company prior to the transfer shall be taken into account for the purposes of all existing benefits to which the said employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other retiral/ terminal benefits.
- 5.2 The accumulated balances, if any, standing to the credit of the aforesaid employees in the existing provident fund, gratuity fund and superannuation fund of which they are members, as the case may be, will be transferred respectively to such provident fund, gratuity fund and superannuation funds nominated by the Transferee Company and/ or such new provident fund, gratuity fund and superannuation fund to be established in accordance with Applicable Law and caused to be recognized by the Appropriate Authorities, by the Transferee Company. Pending the transfer as aforesaid, the provident fund, gratuity fund and superannuation fund dues of the aforesaid employees would be continued to be deposited in the existing provident fund, gratuity fund and superannuation fund respectively of the Transferor Company. .

## 6. LEGAL PROCEEDINGS

- 6.1 Upon coming into effect of this Scheme, all demands, claims, show cause notices, suits, actions, administrative proceedings, tribunals proceedings, legal and other dispute resolution proceedings of whatsoever nature (except proceedings under the Income Tax Act) by or against the Transferor Company ending and/or arising on or before the Appointed Date or which may be instituted at any time thereafter and in each case relating to the Transferred Undertaking shall not abate or be discontinued or be in any way prejudicially affected by reason of this Scheme or by anything contained in this Scheme but shall be continued and be enforced by or against the Transferee Company with effect from the Appointed Date in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company. The Transferee Company shall be substituted in place of the Transferor Company or added as party to such proceedings and shall prosecute or defend all such proceedings at its own cost, in cooperation with the Transferor Company and the liability of the Transferor Company shall stand nullified. The Transferor Company shall in no event be responsible or liable in relation to any such legal or other proceedings in relation to the Transferred Undertaking.
- 6.2 The Transferee Company undertakes to have all legal and other proceedings (except proceedings under the Income Tax Act) initiated by or against the Transferor Company referred to in Clause 6.1 above transferred to its name as soon as is reasonably practicable after the Effective Date and to have the same continued, prosecuted and enforced by or against the Transferee Company to the exclusion of the Transferor Company on priority. Both



the Parties shall make relevant applications and take all steps as may be required in this regard.

- 6.3 Notwithstanding anything contained hereinabove, if at any time after the Effective Date, the Transferor Company is in receipt of any demand, claim, notice and/ or is impleaded as a party in any proceedings before any Appropriate Authority (except proceedings under the Income Tax Act), in each case in relation to the Transferred Undertaking, the Transferor Company shall, in view of the transfer and vesting of the Transferred Undertaking pursuant to this Scheme, take all such steps in the proceedings before the Appropriate Authority to replace the Transferor Company with the Transferee Company. However, if the Transferor Company is unable to get the Transferee Company replaced in its place in such proceedings, the Transferor Company shall defend the same or deal with such demand in accordance with the advice of the Transferee Company and at the cost of the Transferee Company and the latter shall reimburse to the Transferor Company all liabilities and obligations incurred by the Transferor Company in respect thereof.

## 7. CONSIDERATION

- 7.1 Upon Part II of Scheme coming into effect, in consideration for the transfer and vesting of the Transferred Undertaking, the Transferee Company shall without any further application, acts, deed, consent, instrument or deed, discharge a lump sum consideration to the Transferor Company, without values being assigned to the individual assets and liabilities of the Transferred Undertaking in the following manner:
- 7.1.1 The Transferee Company shall issue and allot 1,50,00,000 fully paid-up equity shares of face value INR 10/- each fully paid up to the Transferor Company ("**New Equity Shares** of the Transferee Company"); and
- 7.1.2 The Transferee Company shall issue and allot 9,22,77,390 OCRPS of INR 100/- each fully paid-up to the Transferor Company.
- 7.2 The New Equity Shares of the Transferee Company and the OCRPS of the Transferee Company to be issued pursuant to Clause 7.1 shall be referred to as "**Transferee Company New Shares**".
- 7.3 The Transferee Company New Shares shall be subject to the provisions of the memorandum of association and articles of association of Transferee Company, as the case may be. The equity shares issued and allotted pursuant to Clause 7.1.1 above shall rank *pari passu* in all respects with any existing shares of Transferee Company, after the Effective Date including with respect to dividend, bonus, right shares, voting rights and other corporate benefits attached to the said shares of the Transferee Company.
- 7.4 The issue and allotment of Transferee Company New Shares, is an integral part hereof and shall be deemed to have been carried out under the orders passed by the Tribunal without requiring any further act on the part of the Transferee Company or the Transferor Company or their shareholders and as if the procedure laid down under the Act and such other Applicable Law(s) as may be applicable were duly complied with. It is clarified that the approval of the members and creditors of the Transferee Company and/ or the Transferor Company to this Scheme, shall be deemed to be their consent/ approval for the issue and allotment of Transferee Company New Shares.



- 7.5 Subject to the Applicable Law, the Transferee Company New Shares that are to be issued in terms of this Scheme shall be issued in dematerialised form. The register of members maintained by the Transferee Company and/ or, other relevant records, whether in physical or electronic form, maintained by the Transferee Company, the relevant depository and registrar and transfer agent in terms of Applicable Law(s) shall (as deemed necessary by the Board of the Transferee Company) be updated to reflect the issue of Transferee Company New Shares in terms of this Scheme.
- 7.6 In the event, the Parties restructure their share capital by way of share split / consolidation / issue of bonus shares during the pendency of the Scheme, the share entitlement ratio, per Clause 7.1 above shall be adjusted accordingly, to consider the effect of any such corporate actions.
- 7.7 The Transferee Company shall increase its authorised share capital, if required, for allotment of the Transferee Company New Shares pursuant to the Scheme.
- 7.8 The Transferee Company shall enter into such arrangements and give such confirmations and/ or undertakings as may be necessary in accordance with Applicable Law for complying with the provisions stated above.

## 8. ACCOUNTING TREATMENT

The Transferor Company and the Transferee Company shall comply with the generally accepted accounting principles in India, and in accordance with the accounting standards specified under section 133 of the Act read with Companies (Indian Accounting Standards) Rules, 2015 as amended from time to time, in relation to the transactions in the Scheme including but not limited to, the following:

### 8.1 In the books of the Transferor Company:

Upon this Scheme coming into effect, the Transferor Company shall account for the transaction in its books of account in the following manner:

- 8.1.1 With effect from the Appointed Date, the book value of assets and liabilities, of the Transferred Undertaking to the extent identified and being transferred to the Transferee Company in pursuance of this Scheme shall be reduced from the balances of the assets and liabilities as reflecting in the books of the Transferor Company; and
- 8.1.2 Difference between the book value of assets and liabilities of the Transferred Undertaking, as on the Appointed date, transferred to the Transferee Company, as reduced by consideration received/ receivable by the Transferor Company from the Transferee Company as per clause 7 shall be adjusted against capital reserve account under the head "Other Equity" of the Transferor Company. In case capital reserve is not available or insufficient then such remaining difference shall be adjusted against retained earnings or general reserve under the head "Other Equity".

### 8.2 In the books of the Transferee Company:

Upon this Scheme coming into effect, the Transferee Company shall account for the transaction, in its books of account as per the 'Pooling of Interest Method' in accordance with



Appendix C of Ind AS 103 - 'Business Combination of entities under common control' prescribed under section 133 of the Act in the following manner:

- 8.2.1 With effect from the Appointed Date, the Transferee Company shall record all assets and liabilities of the Transferred Undertaking transferred to it in pursuance of this Scheme at their respective book values as appearing in the books of the Transferor Company as on the Appointed Date; and
- 8.2.2 Difference between the book value of assets and liabilities, so recorded in the books of the Transferee Company, as reduced by consideration paid/ payable by the Transferee Company to the Transferor Company as per clause 7 shall be adjusted against capital reserve account under the head "Other Equity" of the Transferee Company.

### PART III

#### GENERAL TERMS & CONDITIONS

#### 9. CHANGE IN AUTHORISED SHARE CAPITAL OF THE TRANSFEE COMPANY

- 9.1 Upon Part II of this Scheme becoming effective, authorised share capital of the Transferee Company will automatically stand increased to Rs 937,78,39,000/- (Rupees Nine Hundred and Thirty Seven Crores Seventy Eight Lacs and Thirty Nine Thousand only) by simply filing the requisite forms with the Appropriate Authority and no separate procedure or instrument or deed shall be required to be followed under the Act. The Transferee Company will pay necessary stamp duty and registration fees, as may be applicable, for increase in authorised equity share capital in terms of the Act.
- 9.2 Consequently, the memorandum of association and articles of association of the Transferee Company shall without any act, instrument or deed be and stand altered, modified and amended pursuant to Sections 13, 61 and other applicable provisions of the Act, and be replaced by the following clause:

*"The Authorised Share Capital of the Company is Rs 937,78,39,000/- (Rupees Nine Hundred and Thirty Seven Crores Seventy Eight Lacs and Thirty Nine Thousand only divided into 1,50,10,000 (One crore fifty lacs and ten thousand only equity shares of Rs 10 (Rupee ten) each and 9,22,77,390 (Nine crores twenty two lacs seventy seven thousand three hundred and ninety) optionally convertible redeemable preference shares of Rs 100 (Rupee hundred) each with power to increase and reduce the capital of the Company or to divide the shares in the capital for the time being into several classes and to attach thereto respectively any preferential, deferred, qualified or special rights, privileges or condition as may be determined by or in accordance with the Articles of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be for the time being provided by the Articles of the Company and the legislative provisions for the time being in force".*





9.3 It is clarified that the approval of the members of the Transferor Company and the Transferee Company to this Scheme shall be deemed to be their consent/ approval also to the alteration of face value of shares, alteration of the memorandum of association and articles of association of the Transferor Company and the Transferee Company and the Transferor Company and the Transferee Company shall not be required to seek separate consent/ approval of its shareholders for such alteration of the memorandum of association and articles of association as required under Sections 13, 14, 61, 62 and 64 and other applicable provisions of the Act.

## 10. REMAINING UNDERTAKING

10.1 The Remaining Undertaking shall continue to belong to and be owned and managed by the Transferor Company. The Transferor Company shall continue to be liable to perform and discharge all its liabilities and obligations in relation to the Remaining Undertaking and the Transferee Company shall not have any liability or obligation in relation to the Remaining Undertaking.

10.2 If the Transferee Company is in receipt of any demand, claim, notice and/or is impleaded as a party in any proceedings before any Appropriate Authority, in each case in relation to the Remaining Undertaking, the Transferee Company shall take all such steps in the proceedings before the Appropriate Authority to substitute the Transferee Company with the Transferor Company. However, if the Transferee Company is unable to get the Transferor Company so substituted in such proceedings, it shall defend the same or deal with such demand in accordance with the advice of the Transferor Company and at the cost of the Transferor Company and the latter shall reimburse the Transferee Company, against all liabilities and obligations incurred by or against the Transferee Company, in respect thereof.

## 11. BUSINESS UNTIL EFFECTIVE DATE

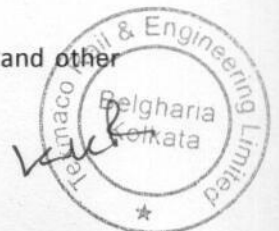
11.1 With effect from the Appointed Date and up to and including the Effective Date:

11.1.1 Transferor Company (in relation to the Transferred Undertaking) shall be deemed to have been carrying on and shall carry on its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of the assets for and on account of, and in trust for the Transferee Company;

11.1.2 All profits or income arising or accruing to Transferor Company (in relation to the Transferred Undertaking) and all Taxes paid thereon (including but not limited to advance tax, tax deducted or collected at source, minimum alternate tax, dividend distribution tax, securities transaction tax, taxes withheld/ paid in a foreign country, etc.) or losses arising or incurred by the Transferor Company (in relation to the Transferred Undertaking) shall, for all purposes, be treated as and deemed to be the profits or income, Taxes or losses, as the case may be, of the Transferee Company;

11.2 The Transferor Company (in relation to the Transferred Undertaking) shall be entitled, pending the sanction of the Scheme, to apply to the Appropriate Authorities concerned as necessary under Applicable Law for such consents, approvals and sanctions which the Transferee Company may require to carry on the relevant business of the Transferee Company and to give effect to the Scheme.

11.3 For the purpose of giving effect to the order passed under Sections 230 to 232 and other



applicable provisions of the Act in respect of this Scheme by the Tribunal, the Transferee Company shall, at any time pursuant to the orders approving this Scheme, be entitled to get the recordal of the change in the legal right(s) upon the transfer of the Transferred Undertaking of the Transferor Company, in accordance with the provisions of Sections 230 to 232 of the Act. The Transferee Company shall always be deemed to have been authorized to execute any pleadings, applications, forms, etc, as may be required to remove any difficulties and facilitate and carry out any formalities or compliances as are necessary for the implementation of this Scheme. For the purpose of giving effect to the vesting order passed under Section 232 of the Act in respect of this Scheme, the Transferee Company shall be entitled to exercise all rights and privileges, and be liable to pay all taxes and charges and fulfil all its obligations, in relation to or applicable to all immovable properties, including mutation and/or substitution of the ownership or the title to, or interest in the immovable properties which shall be made and duly recorded by the Appropriate Authority(ies) in favour of the Transferee Company pursuant to the sanction of the Scheme by the Tribunal and upon the effectiveness of this Scheme in accordance with the terms hereof, without any further act or deed to be done or executed by the Transferee Company. It is clarified that the Transferee Company shall be entitled to engage in such correspondence and make such representations, as may be necessary, for the purposes of the aforesaid mutation and/or substitution.

## **12. PROPERTY IN TRUST**

Notwithstanding anything contained in this Scheme, on and after the Effective Date, until any property, asset, license, Permit, contract, agreement and rights and benefits arising therefrom pertaining to the Transferred Undertaking is transferred, vested, recorded, effected and/ or perfected, in the records of any Appropriate Authority or otherwise, in favour 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, Permit, 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, Permit, contract or agreement. It is clarified that till entry is made in the records of the Appropriate Authorities, the Transferor Company will continue to hold the property and/or the asset, license, Permit, contract or agreement and rights and benefits arising therefrom in trust for and on behalf of the Transferee Company.

## **13. FACILITATION PROVISIONS**

- 13.1 Immediately upon the Scheme being effective, the Parties shall enter into agreements as may be necessary, inter alia in relation to use by the Parties of office space, infrastructure facilities, information technology services, security personnel, trademarks and other intellectual property rights, legal, administrative and other services, etc. on such terms and conditions that may be mutually agreed between them.
- 13.2 It is clarified that approval of the Scheme by the respective shareholders of the Parties under Sections 230 to 232 of the Act shall be deemed to have their approval under Section 188 and other applicable provisions of the Act and that no separate approval of the Board or shareholders shall be required to be sought by any of the Party.
- 13.3 It is clarified that all guarantees provided by the Transferor Company (in relation to the Transferred Undertaking) shall be valid and subsisting till adequate arrangements/ guarantees have been provided in respect of the same by the Transferee Company.



13.4 Without prejudice to the provisions of the foregoing sub-clauses of this Scheme, upon the Scheme becoming effective, it is clarified that all past experience, credentials and track record of the Transferred Undertaking of the Transferor Company shall be available to the Parties for the purpose of participating and qualifying in invitations for expression of interest(s) and/ or bid(s) and/ or tender(s) of any nature meant for any project(s) or contract(s) or work(s) or services or combination thereof.

**14. APPLICATIONS/ PETITIONS TO THE TRIBUNAL**

The Parties shall make and file all applications and petitions under Sections 230 to 232 and other applicable provisions of the Act before the Tribunal, for sanction of this Scheme under the provisions of the Act.

**15. MODIFICATION OR AMENDMENTS TO THIS SCHEME**

15.1 The Board of the Parties acting jointly may make any modifications or amendments to this Scheme at any time and for any reason whatsoever, or which may otherwise be considered necessary, desirable or appropriate. The Board of the Parties may consent to any conditions or limitations that the Tribunal or any other Appropriate Authority may impose.

15.2 For the purposes of giving effect to this Scheme, the Board may give such directions including directions for settling any question or difficulty that may arise and such directions shall be binding as if the same were specifically incorporated in this Scheme.

**16. CONDITIONS PRECEDENT**

16.1 Unless otherwise decided (or waived) by the relevant Parties, the Scheme is conditional upon and subject to the following conditions precedent:

16.1.1 obtaining no-objection/ observation letter from the Stock Exchanges in relation to the Scheme under Regulation 37 of the SEBI LODR Regulations;

16.1.2 the Transferor Company complying with other provisions of the SEBI Circular, including seeking approval of the shareholders through e-voting. The Scheme shall be acted upon only if the number of votes cast by public shareholders of the Transferor Company in favour of the proposal are more than the number of votes cast by public shareholders against it, in accordance with the SEBI Circular, subject to modification, if any, in accordance with any subsequent circulars and amendments that may be issued by SEBI from time to time. The term "public" shall carry the same meaning as defined under Rule 2 of Securities Contracts (Regulation) Rules, 1957;

16.1.3 approval of the Scheme by the requisite majority of shareholders and creditors of the Parties, as applicable or as may be required under the Act and as may be directed by the Tribunal;

16.1.4 the sanctions and orders of the Tribunal, under Sections 230 to 232 of the Act being obtained by the Parties; and

16.1.5 the certified copy of the orders of the Tribunal being filed with the RoC by the Parties.



16.2 It is hereby clarified that submission of this Scheme to the Tribunal and to the Appropriate Authorities for their respective approvals is without prejudice to all rights, interests, titles or defences that Parties may have under or pursuant to all Applicable Laws.

**17. WITHDRAWAL OF THIS SCHEME**

17.1 The Board of the Transferor Company and the Transferee Company, acting jointly, shall be at liberty to withdraw the Scheme, any time before the Scheme is effective.

17.2 In the event of withdrawal of the Scheme under Clause 17.1 above, no rights and liabilities whatsoever shall accrue to or be incurred *inter se* the Parties or their respective shareholders or creditors or employees or any other Person.

**18. COSTS AND EXPENSES**

All costs, charges and expenses payable in relation to or in connection with this Scheme and incidental to the completion of the transfer and vesting of the Transferred Undertaking in the Transferee Company in pursuance of this Scheme including stamp duty on the order(s) of the Tribunal, if any, to the extent applicable and payable shall be borne and paid by the Transferor Company.



**SCHEDULE I**

**PRINCIPAL TERMS AND CONDITIONS OF OCRPS**

<b>Issuer</b>	Transferee Company	
<b>Type of instrument</b>	Cumulative Optionally Convertible Redeemable Preference Shares	
<b>Face value</b>	Each Cumulative Optionally Convertible Redeemable Preference Shares will have the face value of INR 100/- (Rupees Hundred)	
<b>Coupon Rate</b>	0.01% per annum	
<b>Tenure</b>	20 years from the date of allotment	
<b>Redemption</b>	Redeemable at the option of Issuer (Transferee Company)	
	At the end of 10 years	Rs 197/- each per OCRPS
	At the end of 15 years	Rs 276/- each per OCRPS
	At the end of 20 years	Rs 387/- each per OCRPS
<b>Lock in Period</b>	There is no lock in for the OCRPS of the Transferee Company	
<b>Voting Rights</b>	Unless stated otherwise in the Articles of Association of the Transferee Company, the OCRPS shall have voting power in accordance with Section 47(2) of the Companies Act, 2013.	
<b>Listing</b>	The OCRPS shall not be listed on Stock Exchanges	
<b>Conversion terms</b>	Convertible into equity shares at the option of holder within 10 years from the date of allotment at fair value of equity shares prevailing at that point in time and coupon shall be payable proportionately.	
<b>Modification in terms of OCRPS</b>	Any modification in the terms of OCRPS may be mutually agreed by the Parties and effected as per the provisions of the Companies Act, 2013.	

