

# Annexure- 1

F

00442

## SCHEME OF AMALGAMATION (MERGER BY ABSORPTION)

AMONGST

WYP BRAND SOLUTIONS PRIVATE LIMITED

("TRANSFEROR COMPANY 1" or "WBSPL")

AND

WONDRLAB TECHNOLOGIES PRIVATE LIMITED

("TRANSFEROR COMPANY 2" or "WTPL")

AND

WONDRLAB MARTECH PLATFORMS PRIVATE LIMITED

("TRANSFEROR COMPANY 3" or "WMPPL")

AND

NDM MARKETING PRIVATE LIMITED

("TRANSFEROR COMPANY 4" or "NMPL")

AND

WONDRLAB INDIA PRIVATE LIMITED

("TRANSFEE COMPANY" or "WIPL")

AND

THEIR RESPECTIVE SHAREHOLDERS

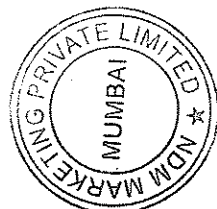
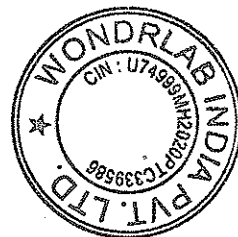
(UNDER SECTION 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013 READ WITH RULES MADE THEREUNDER)



ATTESTED BY ME

*Almas Raees Khan*  
15/5/25

ALMAS RAEES KHAN  
NOTARY  
GOVT. OF INDIA



*Saurabh Vam*

**A. PREAMBLE**

This Scheme of Amalgamation (Merger by Absorption) (hereinafter referred to as "the Scheme") is presented under Section 230 to 232 and other applicable provisions of the Companies Act, 2013 for the:

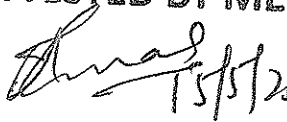
- a) Amalgamation (Merger by Absorption) of WYP Brand Solutions Private Limited ("Transferor Company 1" or "WBSPL"), Wondrlab Technologies Private Limited ("Transferor Company 2" or "WTPL"), Wondrlab Martech Platforms Private Limited ("Transferor Company 3" or "WMPPL"), NDM Marketing Private Limited ("Transferor Company 4" or "NMPL"), (Transferor Company 1, Transferor Company 2, Transferor Company 3 and Transferor Company 4 are hereinafter collectively referred to as "Transferor Companies") with Wondrlab India Private Limited ("Transferee Company" or "WIPL") (Transferor Companies and Transferee Company are hereinafter collectively referred to as "Participating Companies" or "Companies" and individually as 'Company'); Transfer of the authorized share capital of the Transferor Companies to the Transferee Company;
- c) Dissolution without winding up of each of the Transferor Companies, pursuant to the provisions of Section 230 to 232 and other relevant provisions of the Act;
- d) Various other matters consequential or otherwise integrally connected therewith.

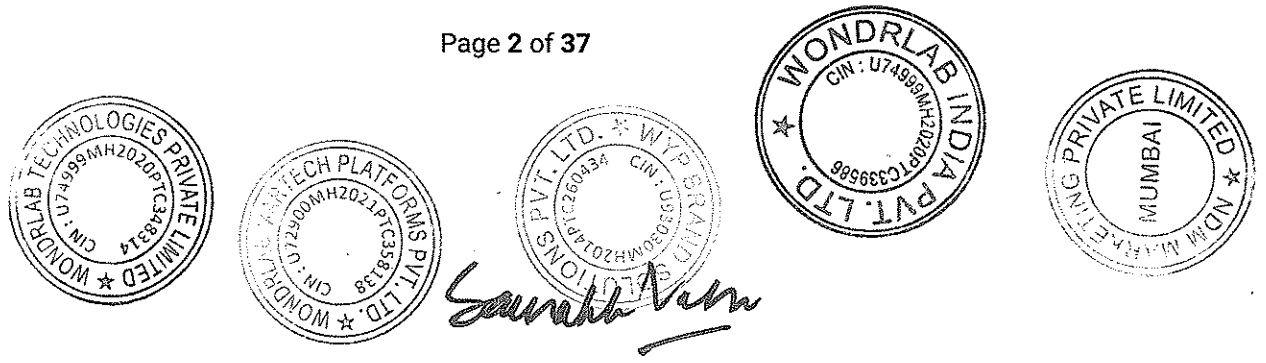
**B. DESCRIPTION OF PARTICIPATING COMPANIES**

a) **WYP Brand Solutions Private Limited** (hereinafter referred to as the "Transferor Company 1" or "WBSPL"), is a private company limited by shares incorporated under the Companies Act, 2013 bearing CIN: U93030MH2014PTC260434 and PAN: AABCW5939J and having registered office at A-601, Pinnacle Corporate Park, Adjacent to Trade Centre, Bandra (East), Mumbai - 400051. Transferor Company 1 was incorporated on December 26, 2014. The e-mail address of Transferor Company 1 is [sweetie.advani@wondrlab.com](mailto:sweetie.advani@wondrlab.com). Transferor Company 1 is engaged in the business of providing advertising, creative services, social media, experiential, influencer platform, production, Digital Business Transformation, digital platforms, content platform, and related technology to support social platform using various technologies and services. Transferor Company 1 is a wholly owned subsidiary of the Transferee Company.

b) **Wondrlab Technologies Private Limited** (hereinafter referred to as the "Transferor Company 2" or "WTPL"), is a private company limited by shares incorporated under the

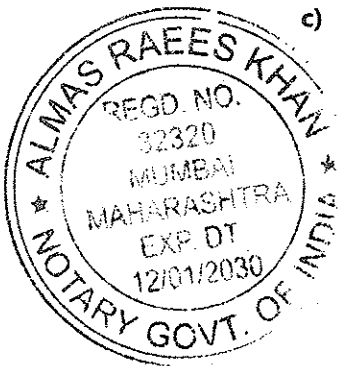


ATTESTED BY ME  
  
 ALMAS RAEES KHAN  
 NOTARY  
 GOVT. OF INDIA  
 15 MAY 2025



00444

Companies Act, 2013 bearing CIN: U74999MH2020PTC348314 and having PAN: AACCW7827Q and having registered office at A-601, Pinnacle Corporate Park, Adjacent to Trade Centre, Bandra (East), Mumbai - 400051. Transferor Company 2 was incorporated on October 20, 2020. The e-mail address of Transferor Company 2 is sweety.advani@wondrlab.com. Transferor Company 2 is engaged in the business of providing Digital Business Transformation, UX/UI, customer experience, digital platforms, experience platforms, content platforms, and related technology to support social platforms using various technologies and services. Transferor Company 2 is a wholly owned subsidiary of the Transferee Company.



c) **Wondrlab Martech Platforms Private Limited** (hereinafter referred to as the "Transferor Company 3" or "WMPPL"), is a private company limited by shares incorporated under the Companies Act, 2013 bearing CIN: U72900MH2021PTC358138 and having PAN: AACCW9247Q and having registered office at A-601, Pinnacle Corporate Park, Adjacent to Trade Centre, Bandra (East), Mumbai - 400051. Transferor Company 3 was incorporated on March 31, 2021. The E-mail address of the Transferor Company 3 is sweety.advani@wondrlab.com. Transferor Company 3 is engaged in the business of providing school platforms, influencer platform, social media, content and campaign, digital platforms, experience platforms, content platforms, and related technology to support social platform using various technologies and services. Transferor Company 3 is a wholly owned subsidiary of the Transferee Company.

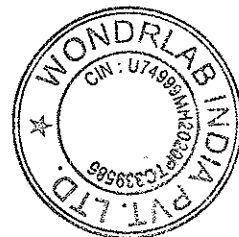
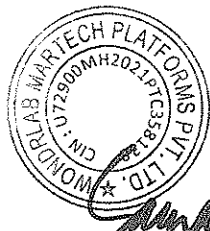
ATTESTED BY ME

*Almas Raees Khan*  
15/5/25

ALMAS RAEES KHAN  
NOTARY  
GOVT. OF INDIA

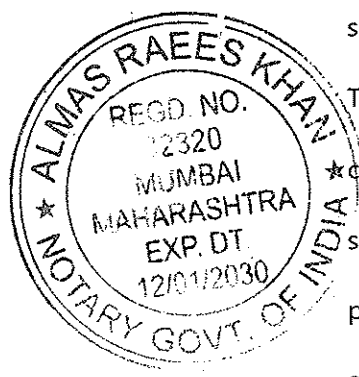
9 5 MAY 2025

d) **NDM Marketing Private Limited** (hereinafter referred to as the "Transferor Company 4" or "NMPL"), is a private company limited by shares incorporated under the Companies Act, 2013 bearing CIN: U74140MH2015PTC440094 and having PAN: AAFCV0621A and having registered office at A-601, Pinnacle Corporate Park, Adjacent to Trade Centre, Bandra (East), Mumbai - 400051. The E-mail address of the Transferor Company 4 is sweety.advani@wondrlab.com. The Transferor Company 4 is engaged in the business of providing ecommerce optimization platforms, performance marketing, SaaS services, managed media services, digital platforms, experience platforms, content platforms, and related technology to support social platforms using various technologies and services. As on date, the Transferee Company holds 58% of the existing equity shares of Transferor Company 4.



*Almas Raees Khan*

e) **Wondrlab India Private Limited** (hereinafter referred to as the **"Transferee Company"** or **"WIPL"**), is a private company limited by shares incorporated under the Companies Act, 2013 bearing CIN: U74999MH2020PTC339586 and PAN: AACCW6403E and having registered office at A-601, Pinnacle Corporate Park, Adjacent to Trade Centre, Bandra (East), Mumbai, Maharashtra, India, 400051. The Transferee Company was incorporated on April 28, 2020. The E-mail address of the Transferee Company is [sweetie.advani@wondrlab.com](mailto:sweetie.advani@wondrlab.com). The Transferee Company is engaged in the business of providing advertising, creative services, social media, experiential, influencer platforms, production, Digital Business Transformation, UX/ UI, customer experience, school platforms, content and campaign, ecommerce optimization platforms, performance marketing, SaaS services, managed media services, digital platforms, experience platforms, content platforms and related technology to support social platforms using various technologies and services. The Transferee Company holds 100% share capital of the Transferor Company 1, Transferor Company 2, Transferor Company 3 and 58% of the share capital of the



**ATTESTED BY ME**

*[Handwritten Signature]*  
15/5/25

Transferor Company 4.

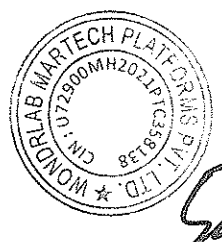
**ALMAS RAEES KHAN**  
**NOTARY**  
**GOVT. OF INDIA**

**RATIONALE FOR THE SCHEME**

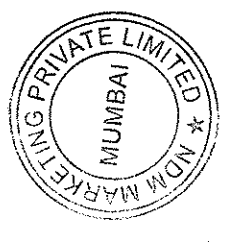
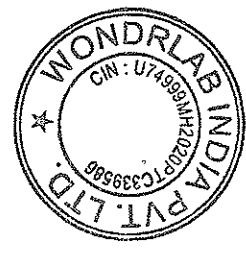
15 MAY 2025

The Participating Companies are part of the same group. The Transferee Company holds 100% share capital of the Transferor Company 1, Transferor Company 2, Transferor Company 3 and 58% of the share capital of the Transferor Company 4. In order to consolidate and effectively manage the business of the Companies in a single entity, which will provide several benefits including optimal utilization of resources, economies of scale, attain efficiencies and cost competitiveness, it is intended that the Transferor Companies be merged with the Transferee Company. The proposed Amalgamation would, inter alia, have the following benefits:

- The proposed amalgamation of the Transferor Companies with and into Transferee Company, would inter-alia result in the simplification of the group structure and alignment of group businesses and consolidation of the group companies in one entity thereby resulting in rationalization and standardization of the business processes, economies of



*[Handwritten Signature]*



scale, reduction in overheads, administrative, managerial and other expenditure, organizational efficiency, and optimal utilization of resources which would be beneficial for all members and other stakeholders.

- The combined entity will have a bigger pool of managerial and financial resources ultimately leading to expansion of business, faster execution of large and sophisticated projects ultimately resulting in maximisation of shareholders' wealth. Unification will also lead to economies of scale resulting in saving of general and administrative costs.
- The amalgamation among the Participating Companies will lead to elimination of inter-company transactions and balances between the Participating Companies.
- Consolidation of Companies would result in reduction in regulatory and legal compliances and avoid multiple record keeping.

The Scheme of Amalgamation would be in the best interests of the shareholders, creditors, employees and other stakeholders of the Participating Companies, as it would result in enhancement of shareholder value, operational efficiencies and greater focus and would enable the management of each of the Participating Companies to vigorously pursue revenue growth and expansion opportunities through organic and inorganic growth.

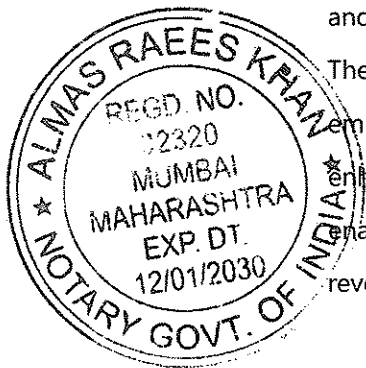
In view of the aforesaid, the Board of Directors of the Companies have considered and proposed this Scheme and matters incidental thereto pursuant to the provisions of Section 230 to 232 other relevant provisions of the Act.

**TREATMENT OF THE SCHEME FOR THE PURPOSES OF INCOME-TAX ACT, 1961**

The Scheme has been drawn up in compliance with the conditions relating to 'Amalgamation' as specified under Section 2(1B) of the Income-tax Act, 1961 ('IT Act'). If any of the terms or provisions of the Scheme is / are found or interpreted to be inconsistent with the provisions of Section 2(1B) of the IT Act at a later date, including resulting from an amendment of Law or for any other reason whatsoever, the provisions of Section 2(1B) of the IT Act shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with the provisions of Section 2(1B) of the IT Act, 1961. Such modifications will however not affect the other parts of the Scheme.

**E. NO ARRANGEMENT WITH CREDITORS OF THE PARTICIPATING COMPANIES**

Under the Scheme, there is no arrangement proposed to be entered into with the creditors, either secured and/or unsecured creditors of the Participating Companies. No compromise is offered under this Scheme to any of the creditors of the Participating Companies. The liability

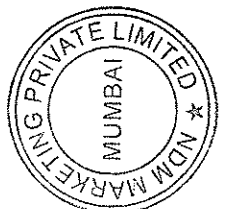


**ATTESTED BY ME**

*[Signature]*  
15/5/2025

**ALMAS RAEES KHAN  
NOTARY  
GOVT. OF INDIA**

15 MAY 2025



*[Signature]*

towards the creditors of the Transferor Companies under the Scheme is neither being reduced nor being extinguished but shall be assumed and discharged by the Transferee Company in its ordinary course of business.

**F. PARTS OF THE SCHEME**

The Scheme is divided into following parts:

- Part A – Deals with the Definitions, Share Capital and date of operation of the Scheme;
- Part B – deals with the amalgamation of the Transferor Companies with and into the Transferee Company, in accordance with Section 230 to 232 of the Act and other applicable provisions of the Act, and deals with the change in share capital, consideration, and accounting treatment in the books of the Transferee Company;
- Part C – deals with the general terms and conditions applicable and sets forth certain additional arrangements that form part of this Scheme;

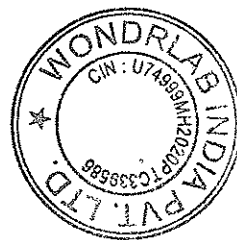
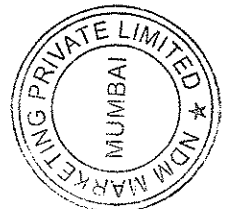
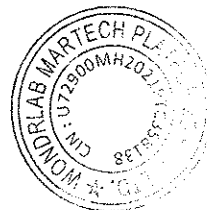
Though this Scheme is divided into various parts for the purpose of convenience, it is to be implemented as a single inseparable comprehensive Scheme.



**ATTESTED BY ME**

**ALMAS RAEES KHAN  
NOTARY  
GOVT. OF INDIA**

**15 MAY 2025**

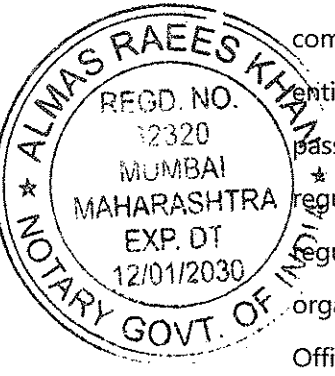



**PART A**  
**DEFINITIONS AND SHARE CAPITAL**

**1. DEFINITIONS**

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

- 1.1 **"Act" or "the Act"** means the Companies Act, 2013 and rules and regulations made thereunder, and includes any statutory re-enactment or amendments(s) thereto, from time to time.
- 1.2 **"Appointed Date"** means the 1st day of April 2025 or any other date as may be fixed or approved by the National Company Law Tribunal or such other competent authority.
- 1.3 **"Appropriate Authority" or "Governmental Authority"** means any national, state, provincial, local or similar governmental, statutory, regulatory, administrative authority, agency, commission, departmental or public body or authority, board, branch, tribunal or court or other entity authorized to make laws, rules, regulations, standards, requirements, procedures or to pass directions or orders, in each case having the force of law, or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of law, including the Registrar of Companies, Regional Director, Official Liquidator, Reserve Bank of India, National Company Law Tribunal and such other sectoral regulators or authorities, as may be applicable.



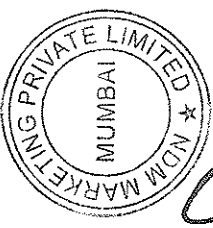
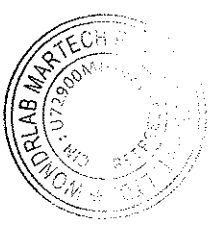
**ATTESTED BY ME**  
1.4  
*[Signature]*  
15/5/25  
**ALMAS RAEES KHAN**  
NOTARY  
GOVT. OF INDIA

**"Board of Directors"** means Board of Directors of the Participating Companies, as the case may be, and shall include any person authorised by the Board of Directors and shall, unless repugnant to the context or otherwise, include a committee of directors or any person authorized by the Board of Directors or such committee.

1.5 **"Business Day"** shall mean any day except Saturday or Sunday on which the banks in Mumbai are open for business.

1.6 **"Effective Date"** means the last of the dates on which the necessary certified copy of the order under Section 230 to 232 of the Act, and other applicable provisions of the Act are duly filed with the Registrar of Companies by all the Companies. Any references in this Scheme to the 'date of coming into effect of this Scheme' or 'effectiveness of this Scheme' or 'Scheme taking effect' shall mean the Effective Date;

1.7 **"Encumbrance" or to "Encumber"** means without limitation any options, claim, pre-emptive right, easement, limitation, attachment, restraint, mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance or interest of any kind securing, or conferring any priority of payment in respect



*[Signature]*

of any obligation of any person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law;

1.8 "IT Act" means the Income-tax Act, 1961, and the rules, regulations, circulars and notifications issued thereunder, such as amended, modified, replaced or supplemented from time to time.

1.9 "Law" means any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, notice, order, decree, bye-law, Governmental approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, any Governmental Authority having jurisdiction over the matter in question;

1.10 "Participating Companies" or "Parties" means collectively Transferor Company 1, Transferor Company 2, Transferor Company 3, Transferor Company 4 and Transferee Company or any of them as the context may require. "Party" or "Participating Company" shall mean each of them individually.

"Record Date" means a mutually agreed date to be fixed by the Board of Directors of the Transferee Company for the purposes of determining the shareholders of the Transferor Company 4 to whom shares would be issued and allotted in accordance with Clause 11 of this Scheme.

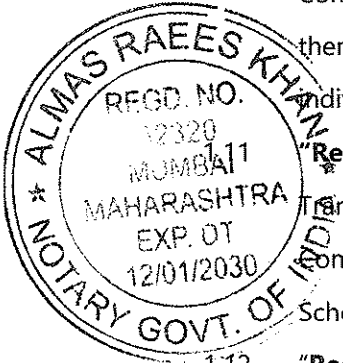
1.12 "Registrar of Companies" or "RoC" means the Registrar of Companies, Mumbai;

1.13 "Scheme" means this Scheme of Amalgamation, inter alia, for the amalgamation of the Transferor Companies with the Transferee Company in its present form, submitted to the Tribunal for sanction with such modification(s), if any, made as per Clause 24 or the directions / observations of any Governmental Authorities.

1.14 "Transferee Company" or "WIPL" means Wondrlab India Private Limited, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at A-601, Pinnacle Corporate Park, Adjacent to Trade Centre, Bandra (East), Mumbai - 400051, bearing CIN: U74999MH2020PTC339586.

1.15 "Transferor Company 1" or "WBSPL" means WYP Brand Solutions Private Limited, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at A-601, Pinnacle Corporate Park, Adjacent to Trade Centre, Bandra (East), Mumbai - 400051, bearing CIN: U93030MH2014PTC260434.

1.16 "Transferor Company 2" or "WTPL" means Wondrlab Technologies Private Limited, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at A-601, Pinnacle Corporate Park, Adjacent to Trade Centre, Bandra (East),

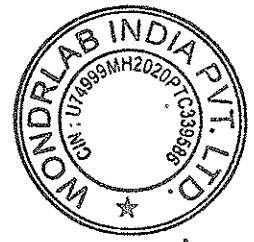
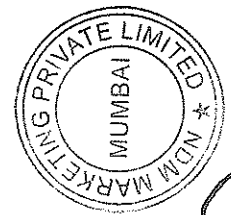
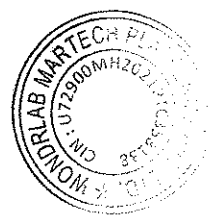


ATTESTED BY ME

*Almas Raees Khan*

ALMAS RAEES KHAN  
NOTARY  
GOVT. OF INDIA

15 MAY 2025



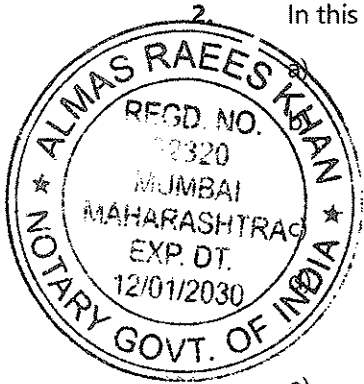
*Suresh Kumar*

Mumbai - 400051, bearing CIN: U74999MH2020PTC348314.

- 1.17 **“Transferor Company 3”** or **“WMPPL”** means Wondrlab Martech Platforms Private Limited, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at A-601, Pinnacle Corporate Park, Adjacent to Trade Centre, Bandra (East), Mumbai - 400051, bearing CIN: U72900MH2021PTC358138.
- 1.18 **“Transferor Company 4”** or **“NMPL”** means NDM Marketing Private Limited, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at A-601, Pinnacle Corporate Park, Adjacent to Trade Centre, Bandra (East), Mumbai - 400051, bearing CIN: U74140MH2015PTC440094.
- 1.19 **“Transferor Companies”** means collectively Transferor Company 1, Transferor Company 2, Transferor Company 3 and Transferor Company 4.
- 1.20 **“Tribunal”** or **“NCLT”** means the National Company Law Tribunal, Mumbai Bench as applicable or such other forum or authority as may be vested with any of the powers to sanction the present Scheme under the Act.

In this Scheme, unless the context otherwise requires:

- words denoting the singular shall include the plural and vice versa;
- headings and bold typefaces are only for convenience and shall be ignored for the purpose of interpretation;
- references to the word “include” or “including” shall be construed without limitation;
- a reference to a clause, Section or part is, unless indicated to the contrary, a reference to a clause, Section or part of this Scheme;
- e) unless otherwise defined, the reference to the word “days” shall mean calendar days;
- f) reference to a document includes an amendment or supplement to, or replacement or novation of that document;
- g) word(s) and expression(s) elsewhere defined in the Scheme shall have the meaning(s) respectively ascribed to them; and
- h) All terms and words used but not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations, bye-laws, as the case may be, or any statutory modification or re-enactment thereof for the time being in force.



ATTESTED BY ME

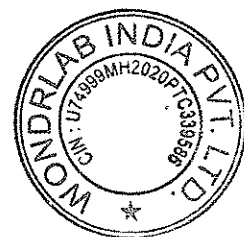
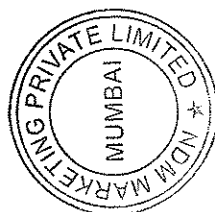
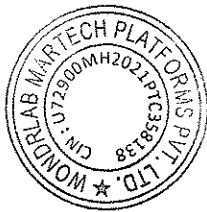
*[Handwritten Signature]*

ALMAS RAEES KHAN  
NOTARY  
GOVT. OF INDIA

**DATE OF TAKING EFFECT AND OPERATIVE DATE**

15 MAY 2025

The Scheme set out here in its present form or with any modification(s) approved or imposed or directed by the Tribunal or in terms of this Scheme shall take effect from the Appointed Date



*[Handwritten Signature]*

but shall be operative from the Effective Date.

**4. SEQUENCE OF EFFECTIVENESS OF THE SCHEME**

Upon the Scheme becoming effective, with effect from the Appointed Date, the following shall be deemed to have occurred and become effective and operative only in the order mentioned hereunder:

Part B, which provides for Amalgamation of Transferor Companies with Transferee Company, shall be operative and take effect in the following manner:

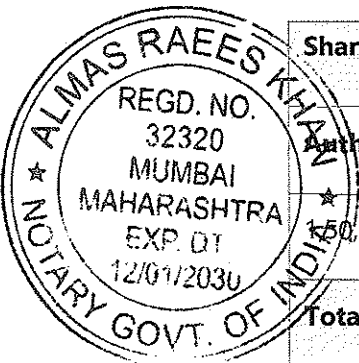
- I. Amalgamation of Transferor Company 1 with the Transferee Company;
- II. Amalgamation of Transferor Company 2 with the Transferee Company;
- III. Amalgamation of Transferor Company 3 with the Transferee Company;
- IV. Amalgamation of Transferor Company 4 with the Transferee Company.

**5. SHARE CAPITAL**

**5.1 Transferor Company 1**

The authorized, issued, subscribed and paid-up share capital of Transferor Company 1 as on 31<sup>st</sup> January 2025, is as follows:

Share Capital	Amount (Rs.)
<b>Authorised Capital</b>	
150,000 Equity Shares of Rs. 10/- each	15,00,000/-
<b>Total</b>	<b>15,00,000/-</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
1,02,810 Equity Shares of Rs. 10/- each	10,28,100/-
<b>Total</b>	<b>10,28,100/-</b>



ATTESTED BY ME

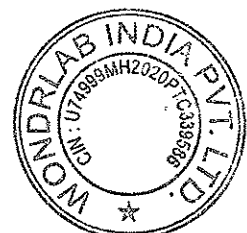
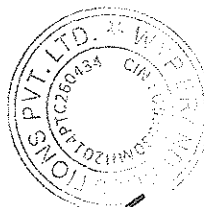
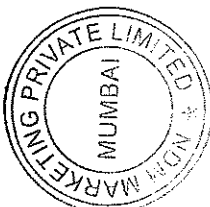
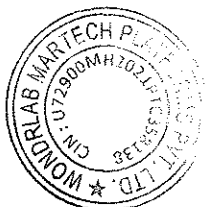
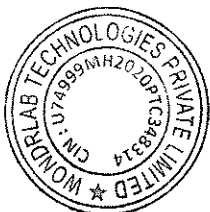
*[Signature]*  
11/5/25

ALMAS RAEES KHAN  
NOTARY  
GOVT. OF INDIA

None of the securities of Transferor Company 1 are, at present, listed on any stock exchange. Since 31<sup>st</sup> January 2025, and until the date of the Scheme being approved by the Board of Directors of the Transferor Company 1, there has been no change in the issued, subscribed or paid-up capital of the Transferor Company 1.

15 MAY 2025

**5.2 Transferor Company 2**



*[Signature]*

The authorized, issued, subscribed and paid-up share capital of Transferor Company 2 as on 31<sup>st</sup> January 2025, is as follows:

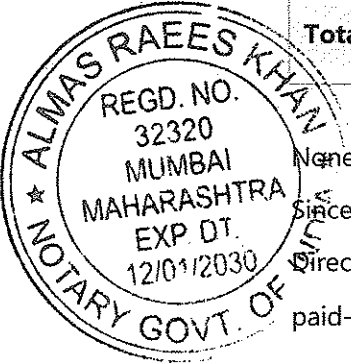
Share Capital	Amount (Rs.)
<b>Authorised Capital</b>	
10,000 Equity Shares of Rs. 10/- each	1,00,000/-
<b>Total</b>	<b>1,00,000/-</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
10,000 Equity Shares of Rs. 10/- each	1,00,000/-
<b>Total</b>	<b>1,00,000/-</b>

None of the securities of the Transferor Company 2 are, at present, listed on any stock exchange. Since 31<sup>st</sup> January 2025, and until the date of the Scheme being approved by the Board of Directors of the Transferor Company 2, there has been no change in the issued, subscribed or paid-up capital of the Transferor Company 2.

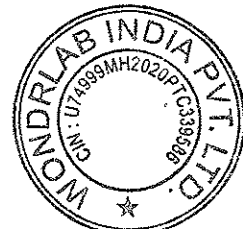
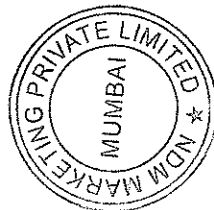
5.3 **Transferor Company 3**

The authorized, issued, subscribed and paid-up share capital of Transferor Company 3 as on 31<sup>st</sup> January 2025, is as follows:

Share Capital	Amount (Rs.)
<b>Authorised Share Capital</b>	
10,000 Equity Shares of Rs. 10/- each	1,00,000/-
<b>Total</b>	<b>1,00,000/-</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
10,000 Equity Shares of Rs. 10/- each	1,00,000/-
<b>Total</b>	<b>1,00,000/-</b>



**ATTESTED BY ME**  
*Almas Raees Khan*  
 15/1/25  
**ALMAS RAEES KHAN**  
 NOTARY  
 GOVT. OF INDIA  
 15 MAY 2025



*Suresh Kumar*

None of the securities of the Transferor Company 3 are, at present, listed on any stock exchange. Since 31<sup>st</sup> January 2025, and until the date of the Scheme being approved by the Board of Directors of the Transferor Company 3, there has been no change in the issued, subscribed or paid-up capital of the Transferor Company 3.

**5.4 Transferor Company 4**

The authorized, issued, subscribed and paid-up share capital of Transferor Company 4 as on 31<sup>st</sup> January 2025, is as follows:

Share Capital	Amount (Rs.)
<b>Authorised Share Capital</b>	
1,00,000 Equity Shares of Rs. 10/- each	10,00,000/-
<b>Total</b>	<b>10,00,000/-</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
15,373 Equity Shares of Rs. 10/- each	1,53,730/-
<b>Total</b>	<b>1,53,730/-</b>

None of the securities of the Transferor Company 4 are, at present, listed on any stock exchange. Since 31<sup>st</sup> January 2025, and until the date of the Scheme being approved by the Board of Directors of the Transferor Company 4, there has been no change in the issued, subscribed or paid-up capital of the Transferor Company 4.

ATTESTED BY ME

*[Signature]* 15/5/25

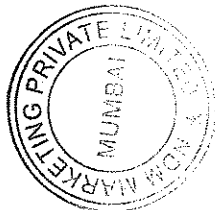
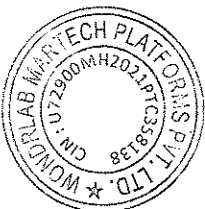
**5.5 Transferee Company**

ALMAS RAEES KHAN  
NOTARY  
GOVT. OF INDIA

The authorized, issued, subscribed and paid-up share capital of Transferee Company as on 31<sup>st</sup> January 2025, is as follows:

Share Capital	Amount (Rs.)
<b>Authorised Capital</b>	
1,50,000 Equity Shares of Rs. 10/- each	15,00,000/-

15 MAY 2025



*[Signature]*

00454

65,000 0.01% Cumulative Compulsorily Convertible Preference Shares of Rs. 10/- each	6,50,000/-
<b>Total</b>	<b>21,50,000/-</b>
<b>Issued, Subscribed &amp; Paid-up Capital</b>	
1,01,956 Fully Paid-up Equity Shares of Rs. 10/- each	10,19,560/-
2736 Partly Paid-up Equity Shares of Face Value 10 each (paid up at Face Value Rs 01/-)	2736/-
46,910 0.01% Cumulative Compulsorily Convertible Preference Shares of Rs. 10/- each	4,69,100/-
<b>Total</b>	<b>14,91,396/-</b>

None of the securities of the Transferee Company are, at present, listed on any stock exchange.

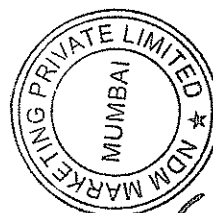
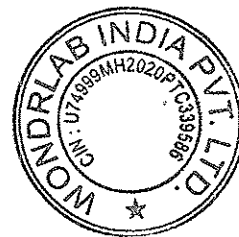


ATTESTED BY ME

*Almas Raees Khan*  
15/5/25

ALMAS RAEES KHAN  
NOTARY  
GOVT. OF INDIA

15 MAY 2025



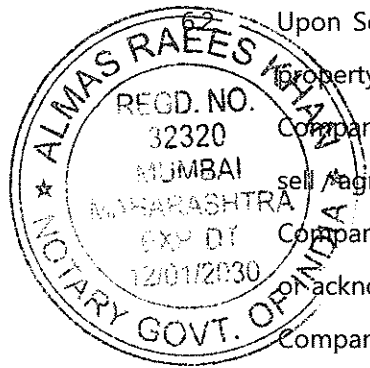
*Sanjay Kumar*

**PART B**

**AMALGAMATION (MERGER BY ABSORPTION) OF THE TRANSFEROR COMPANIES WITH THE TRANSFEREE COMPANY**

**6. TRANSFER AND VESTING OF ASSETS AND LIABILITIES OF TRANSFEROR COMPANIES WITH THE TRANSFEREE COMPANY**

6.1 Immediately upon the Scheme becoming effective and with effect from the Appointed Date, the assets and liabilities of the Transferor Companies shall, pursuant to the sanction of this Scheme and pursuant to the applicable provisions of the Act and also in accordance with Section 2(1B) of the IT Act, be and stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, as a going concern without any further act, instrument, deed, matter or thing to be made, done or executed so as to become, on and from the Appointed Date, the assets and liabilities of the Transferee Company by virtue of and in the manner provided in this Scheme.



Upon Scheme becoming effective and with effect from the Appointed Date, all immovable property (including land, buildings and any other immovable property of the Transferor Companies, whether freehold or leasehold, and any documents of title, rights, agreements to sell, agreements of sale and easements in relation thereto), shall stand vested in the Transferee Company, without any act or deed done by the Transferee Company, and without any approval or acknowledgement of any third party. With effect from the Appointed Date, the Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges and fulfil all obligations, in relation to or applicable to such immovable properties. The mutation/ substitution of the title to such immovable properties shall be made and duly recorded in the name of the Transferee Company by the appropriate authorities pursuant to the sanction of the Scheme by the NCLT and in accordance with the terms hereof. The Transferor Companies shall take all steps as may be necessary to ensure that lawful, peaceful and unencumbered possession, right, title, interest of its immovable property is given to the Transferee Company.

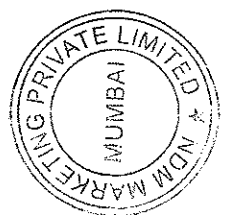
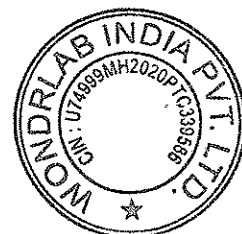
6.3 Notwithstanding anything contained in this Scheme, the immovable properties of the Transferor Companies situated within different states, whether owned or leased, for the purpose of, inter alia, payment of stamp duty, and vesting into the Transferee Company and if the Transferee Company so decides, the parties, upon the Scheme becoming effective, shall execute or register or cause so to be done, separate deeds of conveyance or deeds of assignment of

**ATTESTED BY ME**

*Almas Raees Khan*

ALMAS RAEES KHAN  
NOTARY  
GOVT OF INDIA

15 MAY 2025



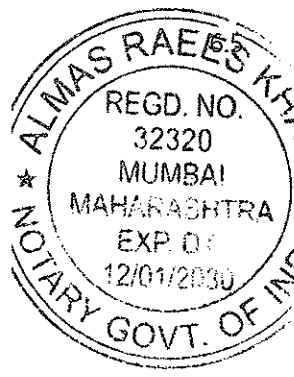
*Saerabh Veen*

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 payment of stamp duty (if required under Applicable Law), shall be deemed to be conveyed at a value as determined by the relevant authorities in accordance with the applicable circle rates. The transfer of such immovable properties shall form an integral part of the Scheme.

6.4 Without prejudice to the generality of the foregoing, upon the Scheme becoming effective and with effect from the Appointed Date, it is expressly provided that in respect of such of the assets of the Transferor Companies that are movable in nature and/or are otherwise capable of transfer by manual or constructive delivery and/or endorsement and delivery or novation, the same shall be deemed to have been so transferred by Transferor Companies and shall become the property of the Transferee Company in pursuance of the provisions of Section 230 to 232 of the Act, without any further act, instrument, deed, matter or thing.

Upon the Scheme becoming effective, in respect of movables other than those dealt with in Clause 6.4 above including sundry debts, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, property development rights, investments, earnest money and deposits with any government, quasi government, local or other authority or body or with any company or other person, the same shall on and from the Appointed Date stand transferred to and vested in the Transferee Company without any notice or other intimation to the debtors (although the Transferee Company may, without being obliged, and if it so deems appropriate, at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or depositor, as the case may be, that the said debt, loan, advance, balance or deposit stands transferred and vested in the Transferee Company).

6.6 Upon the Scheme becoming effective and with effect from the Appointed Date, all lease and licence agreements, if any, entered into by the Transferor Companies with landlords, owners and lessors, together with security deposit, shall stand automatically transferred in favour of the Transferee Company on the same terms and conditions, subject to applicable law, without any further act, instruments, deed, matter or thing being made, done or executed. The Transferee Company shall continue to pay rent amounts as provided for in such agreement and shall comply with the other terms, conditions and covenants thereunder and shall also be entitled to refund of security deposits paid under such agreement by the Transferor Companies.

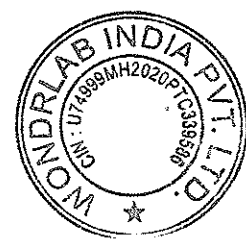
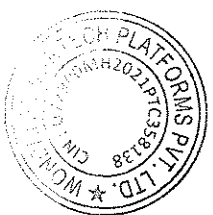


ATTESTED BY ME

*Almas Rafees Khan*  
15/5/25

ALMAS RAEES KHAN  
NOTARI  
GOVT. OF INDIA

15 MAY 2025



*Saunabh Khan*

6.7 Upon the Scheme becoming effective and with effect from the Appointed Date, all liabilities of the Transferor Companies including all secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations and undertakings of the Transferor Companies of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised for its business activities and operations, shall, stand transferred to and vested in or deemed to be transferred to and vested in the Transferee Company under the provisions of Section 230 to 232 of the Act and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing.

6.8 Where any of the liabilities and obligations of the Transferor Companies as on the Appointed Date deemed to be transferred to the Transferee Company have been discharged by the Transferor Companies after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company, and all loans raised and used and all liabilities and obligations incurred by the Transferor Companies after the Appointed Date and prior to the Effective Date shall 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 stand transferred to the Transferee Company and shall become the liabilities and obligations of the Transferee Company which shall meet, discharge and satisfy the same.

6.9 Upon the Scheme becoming effective and with effect from the Appointed Date, all staff, workmen and employees in relation to the Transferor Companies shall become the staff, workmen and employees of the Transferee Company, without any further act or deed to be done by the Transferor Companies or the Transferee Company.

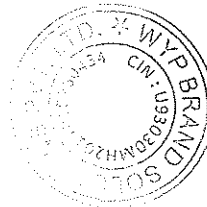
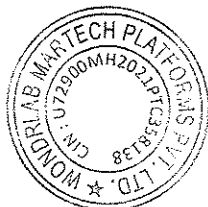
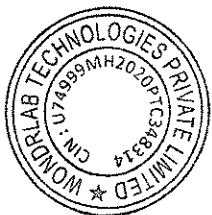
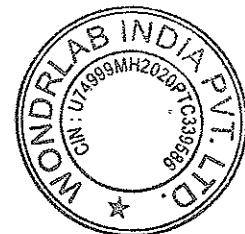
6.10 Upon the Scheme becoming effective, the Transferee Company shall, if so required under any law or otherwise, execute deeds of confirmation or other writings or arrangement with any party to any contract or arrangement to which the Transferor Companies are a party in order to give formal effect to the above provisions. The Transferee Company shall be deemed to be authorized to execute any such writings on behalf of the Transferor Companies to carry out or perform all such formalities or compliances referred to above on part of the Transferor Companies.

ATTESTED BY ME

*Almas Rakesh Khan*  
15/5/20

15 MAY 2020

ALMAS RAKESH KHAN  
NOTARY  
GOVT. OF INDIA



*Suresh Vam*

6.11 All taxes, duties, cess payable by the Transferor Companies including all or any refunds / credit / claims pertaining to the period prior to the Appointed Date shall be treated as the liability or refunds / credit / claims, as the case may be, of the Transferee Company.

6.12 Upon the Scheme becoming effective, all the licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits (including tax benefits), subsidies, concessions, grants, rights, patents, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Companies and all rights and benefits that have accrued or which may accrue to the Transferor Companies, whether before or after the Appointed Date, shall, under the provisions of Section 230 to 232 of the Act and all other applicable provisions of the Act, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become as and from the Appointed Date licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions.

6.13 Upon the Scheme becoming effective, all the brands and trademarks (including logo and right to use the trademarks) of the Transferor Companies including registered and unregistered trademarks, along with all rights of commercial nature including attached goodwill, title, interest, labels and brand registrations, copyrights, trademarks, and all such other industrial and intellectual property rights of whatsoever nature shall stand transferred to and vest in the Transferee Company. The Transferee Company shall take such actions as may be necessary and permissible to get the same transferred and/or registered in the name of the Transferee Company.

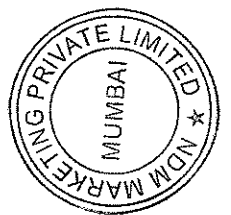
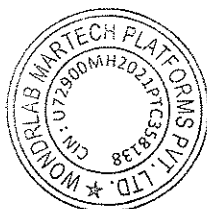
6.14 Upon the Scheme becoming effective, all the insurance policies registered in the name of the Transferor Companies which are active as on the date of approval of the Scheme by the Tribunal and which can be transferred/assigned shall pursuant to the provisions of Section 232 of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and or be deemed to have been transferred to and vested in and be available to the benefit of the Transferee Company and accordingly, the insurance companies shall record the name of the Transferee Company in all the insurance policies registered in the name of the Transferor Companies so as to ensure that all the rights and privileges under all such policies available to

ATTESTED BY ME

*Almas Ramesh Khan*

ALMAS RAMESH KHAN  
NOTARY  
GOVT. OF INDIA

15 MAY 2025



*Sanchit Verma*

the Transferor Companies and / or to any other person/director/employee of such Transferor Companies, whether in the capacity of the policy holder or owner or insured or the beneficiary, as the case may be, be available to the benefit of the Transferee Company and / or to any other person/director/employee of Transferee Company, as the case may be, on the same terms and conditions as they were applicable to the Transferor Companies concerned and upon such transfer/assignment, all such policies shall be effective in favour of the Transferee Company as if instead of the Transferor Companies, the Transferee Company had been a party or beneficiary thereto. However, for the insurance policies which do not permit such transfer/assignment, the Transferee Company may make fresh application(s) to the concerned authority/insurance company(ies) on such terms and conditions as may be prescribed. It is hereby clarified that all the costs and/or expenses and/or premiums in relation to the transfer/assignment/of the insurance policies in the name of Transferor Companies shall be borne by the Transferee Company and the Transferor Companies shall have no further obligations in this regard.

Upon the Scheme becoming effective and with effect from the Appointed Date, all existing and future incentives, unavailed credits and expenditures, exemptions and deductions, benefit of carried forward losses and other statutory benefits, including in respect of income tax (including Minimum Alternate Tax credit under Section 115JAA of the IT Act), excise (including Modvat / Cenvat), customs, VAT, sales tax, service tax, Goods and Services Tax including the Integrated Goods and Services Tax input tax credit, Central Goods and Services Tax input tax credit and State Goods and Services Tax input tax credit for the registrations of the Transferor Companies in all the states, to which the Transferor Companies are entitled to shall be available to and vest in the Transferee Company.

6.16 The Transferee Company shall file relevant intimations, for the record of the statutory authorities signifying the transfer of the assets / properties including but not limited to permissions, approvals, consents, sanctions, remissions, special reservations, incentives, concessions and other authorizations of the Transferor Companies.

**7. ENCUMBRANCES**

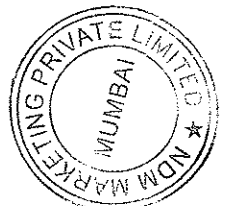
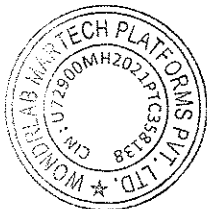
7.1 The transfer and vesting of the assets of the Transferor Companies to and in the Transferee Company under Clause 6 of this Scheme shall be subject to the mortgages and charges, if any, affecting the same, as and to the extent hereinafter provided.

**ATTESTED BY ME**

*Almas Raees Khan* 15/5/25

**ALMAS RAEES KHAN  
NOTARY  
GOVT. OF INDIA**

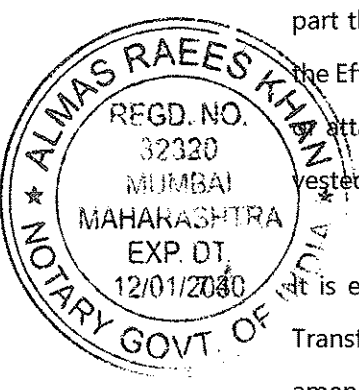
15 MAY 2025



*Saurabh Kumar*

7.2 All the existing securities, mortgages, charges, Encumbrances or liens, if any, as on the Appointed Date and created by the Transferor Companies after the Appointed Date, over the assets of the Transferor Companies or any part thereof transferred to the Transferee Company by virtue of this Scheme and in so far as such Encumbrances secure or relate to liabilities of the Transferor Companies, the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferee Company, and such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company.

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



It is expressly provided that, no other term or condition of the liabilities transferred to the Transferee Company is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or to the extent guarantees are replaced or otherwise by necessary implication.

7.5 The provisions of this Clause 7 shall operate in accordance with the terms of the Scheme, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings shall be deemed to stand modified and/or superseded by the foregoing provisions.

**8. LEGAL PROCEEDINGS**

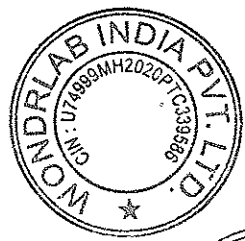
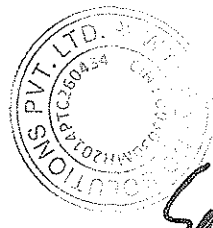
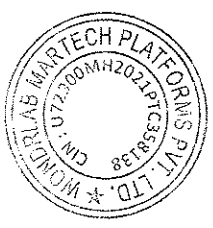
8.1 All suits, actions and legal proceedings, if any, instituted and /or pending and /or arising by or against the Transferor Companies shall be continued and / or enforced until the Effective Date as directed by the Transferee Company and on and from the Effective Date, shall be continued and / or enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been instituted and / or were pending and / or arising by or against the Transferee Company.

**ATTESTED BY ME**

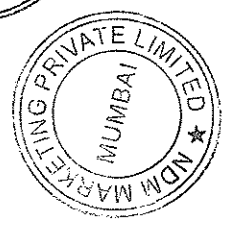
*Almas Raees Khan*  
15/5/25

**ALMAS RAEES KHAN  
NOTARY  
GOVT. OF INDIA**

**15 MAY 2025**



*Signature*



8.2 On and from the Effective Date, the Transferee Company may, if required initiate any legal proceedings in relation to the present and past business of the Transferor Companies in respect of third parties.

**9. CONTRACTS, DEEDS, ETC.**

9.1 Upon coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, including contracts for tenancies and licenses, deeds, bonds, agreements, incentives, benefits, exemptions, entitlements, arrangements, escrow arrangements and other instruments of whatsoever nature of the Transferor Companies to which the Transferor Companies are a party or to the benefit of which the Transferor Companies may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect on or against or in favour, as the case may be, of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary or obligee thereto.

9.2 The Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds, confirmations or other writings, confirmations or novations or tripartite arrangements with any party to any contract or arrangement to which the Transferor Companies are a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions.

9.3 On the Scheme becoming effective, such contracts / escrow arrangements / deeds / any other arrangements shall stand transferred to or deemed to be transferred to the Transferee Company without any further act or instrument or deed and further it shall not be necessary to obtain the consent of any third party or other person who is party to any such contract / escrow arrangements / deeds / any other arrangement.

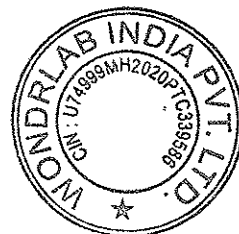
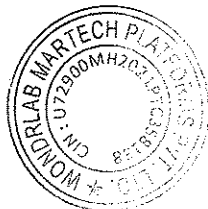
**10. EMPLOYEES**

10.1 On the coming into effect of this Scheme, all employees, if any, of the Transferor Companies who are in employment of the Transferor Companies, as on the Effective Date, shall become the employees of the Transferee Company with effect from the Effective Date without any break or interruption in service and on terms and conditions no less favourable than those on which they were engaged by the Transferor Companies immediately preceding the Effective Date. The

ATTESTED BY ME

*[Handwritten Signature]*  
18/5/25

ALMAS RAEES KHAN  
NOTARY  
GOVT. OF INDIA



15 MAY 2025

*[Handwritten Signature]*

ATTESTED BY ME

00462

*Almas Raees Khan* 15/5/25

ALMAS RAEES KHAN  
NOTARY  
GOVT. OF INDIA

15 MAY 2025

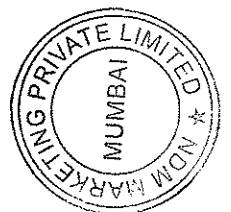
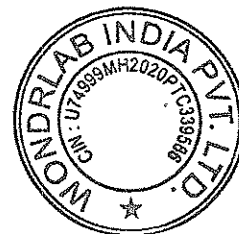
Transferee Company undertakes to continue to abide by any agreement / settlement, if any, entered into by any of the Transferor Companies with any union / employee.

- 10.2 It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund, Superannuation Fund or any other Special Fund or Trusts created or existing for the benefit of the employees of the Transferor Companies shall become funds / trusts of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such funds / trusts in relation to the obligation to make contributions to the said funds / trusts 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 Companies in relation to such funds / trusts shall become those of the Transferee Company. It is clarified that the services of the employees of the Transferor Companies will be treated as having been continuous for the purpose of the said funds / trusts and for computing any other employee benefits.



**11. CONSIDERATION**

- 11.1 The Transferor Company 1, Transferor Company 2 and Transferor Company 3 are direct wholly owned subsidiaries of the Transferee Company and the entire paid-up share capital of the Transferor Company 1, Transferor Company 2 and Transferor Company 3 is held by the Transferee Company directly and through its nominees.
- 11.2 On the Scheme coming into effect, the entire issued, subscribed and paid-up share capital of the Transferor Company 1, Transferor Company 2 and Transferor Company 3 shall, ipso facto, without any further application, act, deed or instrument stand extinguished and cancelled and no new shares of the Transferee Company will be issued or allotted with respect to the shares held in the Transferor Company 1, Transferor Company 2 and Transferor Company 3.
- 11.3 The share certificates issued by the Transferor Company 1, Transferor Company 2 and Transferor Company 3 in relation to their respective shares shall, without any further application, act, instrument or deed, be deemed to be and stand automatically cancelled as on the Effective Date. In relation to shares of Transferor Company 1, Transferor Company 2 and Transferor Company 3 which are held in dematerialized form, if any, the Transferee Company shall execute and take all necessary steps, actions, matters or things and make all necessary filings, as required to give effect to the cancellation.



*Suresh Kumar*

11.4 Upon the Scheme coming into effect and in consideration for the amalgamation of the Transferor Company 4 with the Transferee Company pursuant to Part B of this Scheme and subject to the provisions of this Scheme, the Transferee Company shall, without any further application, deed, consent, acts, instrument or deed, issue and allot, on a proportionate basis to each shareholder of the Transferor Company 4, whose name is recorded in the register of members as member of the Transferor Company 4 as on the Record Date, as follows:


**To the Shareholders of Transferor Company 4**

1,233 (One thousand two hundred and thirty-three) fully paid-up Equity shares of Rs. 10/- each of the Transferee Company for every 1,000 (One thousand) fully paid-up Equity shares of Rs. 10/- each held in the Transferor Company 4."

(Share Entitlement Ratio)

11.5 Shares to be issued to the members of the Transferor Company 4 (other than the Transferee Company) by the Transferee Company shall be subject to the Memorandum and Articles of Association of the Transferee Company and shall rank pari passu in all respects, including dividend, with the existing shares of the Transferee Company.

**ATTESTED BY ME**

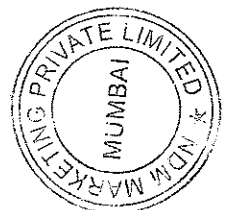
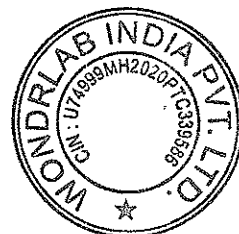
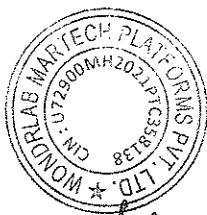
  
15/5/25  
**ALMAS RAEES KHAN**  
NOTARY  
GOVT. OF INDIA

In case any member's holding in Transferor Company 4 such that the member becomes entitled to a fraction of a share of the Transferee Company, the Transferee Company shall round of such fraction to the nearest integer and accordingly issue shares/share certificate.

15 MAY 2025

The issue and allotment of the shares by the Transferee Company to the shareholders of Transferor Company 4 as provided in this Scheme is an integral part hereof and shall be deemed to have been carried out without any further act or deed by the Transferee Company as if the procedure laid down under the relevant applicable provisions of the Act were duly complied with.

It is clarified that the approval of members of the Transferee Company to the Scheme shall be deemed to be the consent / approval for issuance and allotment of shares to the members of Transferee Company 4.





11.8 It is clarified that number of shares to be issued under Clause 11.4 shall be adjusted (upward or downward) to give effect to Clause 11.6.

11.9 Subject to Applicable Laws, the shares that are to be issued in terms of this Scheme shall be issued in dematerialized 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 Laws shall (as deemed necessary by the Board of the Transferee Company) be updated to reflect the issue of the shares in terms of this Scheme. The shareholders of the Transferor Company 4 who hold shares in physical form, should provide the requisite details relating to his/ her/ its account with a depository participant or other confirmations as may be required, to the Transferee Company, prior to the Record Date to enable it to issue the shares. However, if no such details have been provided to the Transferee Company by the shareholders holding shares in physical share certificates on or before the Record Date, the Transferee Company shall deal with the relevant shares in such manner as may be permissible under the Applicable Law, including by way of issuing the corresponding shares in dematerialized form to a trustee nominated by the Board of Transferee Company ('Trustee of Transferee Company') who shall hold these shares in trust for the benefit of such shareholder. The shares of the Transferee Company held by the Trustee of Transferee Company for the benefit of the shareholder shall be transferred to the respective shareholder once such shareholder provides details of his/her/its demat account to the Trustee of Transferee Company, along with such other documents as may be required by the Trustee of Transferee Company. The respective shareholders shall have all the rights of the shareholders of the Transferee Company, including the right to receive dividend, voting rights and other corporate benefits, pending the transfer of equity shares from the Trustee of Transferee Company. All costs and expenses incurred in this respect shall be borne by Transferee Company.

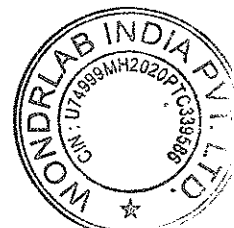
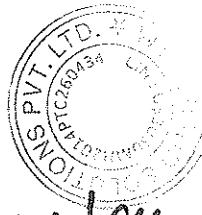
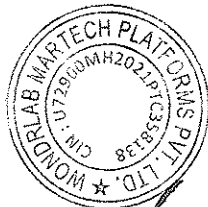
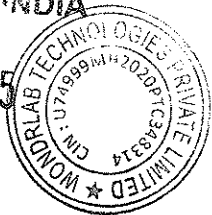
11.10 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of Transferor Company 4, the Board of the Transferee Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer as if such changes in the registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor or transferee of shares in the Transferor Company 4, after the effectiveness of this Scheme.

ATTESTED BY ME

*Almas Raees Khan*

ALMAS RAEES KHAN  
NOTARY  
GOVT. OF INDIA

15 MAY 2025



*Sanchit V...*

- 11.11 The shares to be issued pursuant to this Scheme in respect of any equity shares of the Transferor Company 4 which are held in abeyance under the provisions of Section 126 of the Act or otherwise shall pending allotment or settlement of dispute by order of court or otherwise, be held in abeyance.
- 11.12 The shares to be issued by the Transferee Company in lieu of the shares of the Transferor Company 4 held in the respective unclaimed suspense account of the Transferor Company 4, if any, shall be issued to a new unclaimed suspense account created for shareholders of the Transferor Company 4.
- 11.13 If necessary, the Transferee Company shall before allotment of the shares in term of the Scheme, increase, reclassify and/or restructure its authorized share capital in such manner and by such amount as may be necessary to satisfy its obligation under the provisions of the Scheme in compliance with the applicable provisions of the Act and the rules issued thereunder.
- 11.14 In the event of any increase in the issued, subscribed or paid up share capital of Transferor Companies and/or Transferee Company or issuance of any instruments convertible into equity shares or restructuring of its equity share capital including by way of share split/ consolidation/ issue of bonus shares or issue of rights shares or issue of shares through preferential allotment/private placement or other similar action in relation to the share capital of Transferor Companies and/or Transferee Company at any time before the Record Date, the Share Exchange Ratio (as stated in Clause 11.4) shall be adjusted appropriately and the same shall be approved by the Board of Directors of each of the Transferor Company and Transferee Company. Alternatively, the Transferor Companies and/ or the Transferee Company shall take into consideration this Scheme for any funding round in the form of convertible instruments and provide for the conversion terms considering this Scheme while issuing the instruments and the terms of the funding round shall be approved by the Board of Directors of all the Companies.

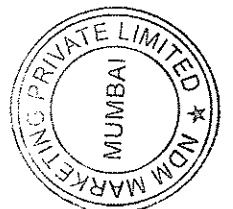
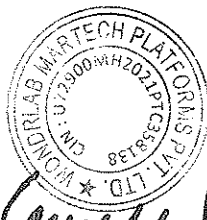


ATTESTED BY ME

*[Handwritten Signature]*  
15/5/25

ALMAS RAEES KHAN  
NOTARY  
GOVT. OF INDIA

15 MAY 2025



*[Handwritten Signature]*

## 12. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFeree COMPANY

- 12.1 Upon this entire Scheme coming into effect, the Transferee Company shall account for the amalgamation of the Transferor Companies, together, in its books of accounts as per the 'Pooling of Interest Method' in accordance with accounting principles as laid down in accounting standard 14 – Accounting for amalgamation, notified under Section 133 of the Act read with Companies (Accounting Standards) Rules, 2021, as may be amended from time to time.
- 12.2 The Transferee Company shall upon the Scheme coming into effect, record the assets, liabilities and reserves, if any, of the Transferor Companies vested in it pursuant to this Scheme, at the respective book values thereof and in the same form as appearing in the books of the Transferor Companies.
- 12.3 The identity of the reserves of the Transferor Companies shall be preserved and the Transferee Company shall record the reserves of the Transferor Companies in the same form, manner and at the same values as they appear in the financial statements of the Transferor Companies
- 12.4 Transferee Company shall record issuance of equity shares at face value and accordingly credit to its share capital account, the aggregate face value of the shares issued by it pursuant to Clause 11 of this Scheme
- 12.5 Pursuant to the amalgamation of the Transferor Companies with the Transferee Company, the inter-company balances between the Transferee Company and the Transferor Companies, if any appearing in the books of the Transferee Company shall stand cancelled and there shall be no further obligation in that behalf. Further, the value of investments held by the Transferee Company in the Transferor Companies shall stand cancelled pursuant to amalgamation.
- 12.6 The difference between the consideration, recorded as per Clause 12.4 above, and cancellation of the value of investments held by the Transferee Company in the Transferor Companies as per Clause 12.5 above and **the amount of share capital of the transferor companies** shall be adjusted in the 'Securities Premium Account' in the books of the Transferee Company.

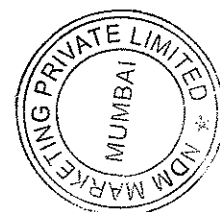
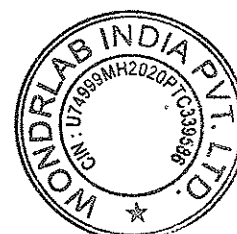
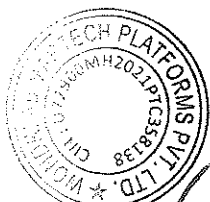
ATTESTED BY ME

*Almas Ramesh Khan*  
10/05/25

ALMAS RAMESH KHAN  
NOTARY Page 25 of 37  
GOVT. OF INDIA



15 MAY 2025



*Saurabh Vaidya*

12.7 In case of any difference in accounting policy between the Transferor Companies and the Transferee Company, the accounting policies followed by the Transferee Company will prevail and the difference shall be quantified and adjusted in the 'Securities Premium Account' "Profit and Loss Account" in the books of accounts of the Transferee Company. *The effects on the financial statements of any changes in accounting policies shall be reported in accordance with Accounting Standard (AS) 5 Net Profit or Loss for the Period, Prior Period Items and Changes in Accounting Policies.*

12.8 In addition, the Transferee Company shall pass such accounting entries, as may be necessary, in connection with the Scheme, to comply with any of the applicable accounting standards and generally accepted accounting principles adopted in India.

**13. REDUCTION OF SECURITIES PREMIUM ACCOUNT IN THE BOOKS OF TRANSFEEE COMPANY**

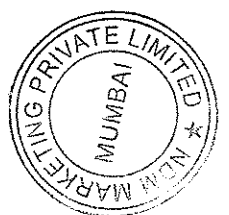
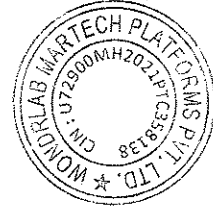
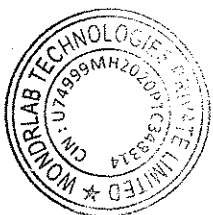
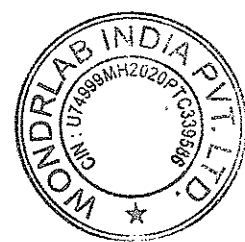
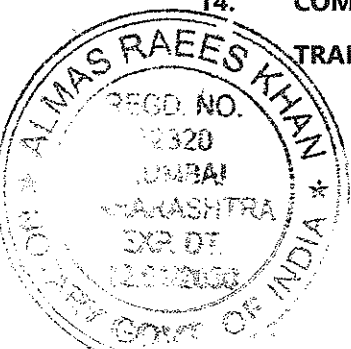
13.1 The reduction in Securities premium account of the Transferee Company shall be effected as an integral part of the Scheme, and where applicable, in accordance with the provisions of Section 66 of the Act and any other applicable provisions of the Act without any further act or deed on the part of the Transferee Company and without any approval or acknowledgment of any third party. The order of the Hon'ble NCLT sanctioning the Scheme shall be deemed to be the order passed by the Hon'ble NCLT under Section 66 of the Act for the purpose of confirming such reduction. It is expressly clarified that the consent of the shareholders and the creditors of the Transferee Company to the Scheme shall be deemed to be sufficient for the purpose of effecting the above reduction of the securities premium account of the Transferee Company and no further resolution under Section 66 of the Act and any other applicable provisions of the Act would be required to be separately passed or taken. The Transferee Company shall not be required to add the words "And Reduced" as a suffix to its name consequent upon such reduction.

**14. COMBINATION OF AUTHORISED SHARE CAPITAL OF TRANSFEROR COMPANIES WITH TRANSFEEE COMPANY**

ATTESTED BY ME

*[Handwritten Signature]* 15/5/20

ALMAS HAEES KHAN  
NOTARY  
GOVT. OF INDIA



15 MAY 2025

*[Handwritten Signature]*

- 14.1 Upon the Scheme becoming effective, the authorised share capital of the Transferor Companies shall stand transferred, re-organised, credited and merged with that of the Transferee Company without payment of additional fees and stamp duty.
- 14.2 Consequent to such increase in the authorized share capital of the Transferee Company, the Memorandum of Association and Articles of Association of the Transferee Company shall be and stand altered, modified and amended, without any further act or deed, and the consent of the shareholders of the Transferee Company to this Scheme shall be deemed to be sufficient for the purposes of effecting this increase in the authorized share capital of the Transferee Company, and no further resolutions under Section 13, Section 61 or any other applicable provisions of the Act shall be required to be separately passed. For this purpose, the fee paid by the Transferor Companies on its authorised share capital shall be set off against any fee payable by the Transferee Company on its authorised share capital subsequent to the amalgamation. Balance fees if any payable, after the aforesaid adjustment, by the Transferee Company shall be duly paid. Upon this Scheme coming into effect, the Transferee Company shall, if required, file the necessary documents / intimations as per the provisions of the Act with the RoC or any other Appropriate Authority to record the aforesaid change in its authorised share capital.
- 14.3 Pursuant to the Scheme and after the Scheme becomes effective, the authorized share capital of the Transferee Company will stand increased to Rs. 48,50,000/- (Rupees Forty Eight Lakhs and Fifty Thousand) divided into (1) 4,20,000 (Four Lakhs Twenty Thousand) Equity Shares of Rs. 10/- (Rupees Ten) each, and (2) 65,000 0.01% Cumulative Compulsorily Convertible Preference Shares of Rs. 10/- (Rupees Ten) each.
- 14.4 It is clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent and approval to the alteration of the Memorandum and Articles of Association of the Transferee Company as may be required under the Act, and Clause V of the Memorandum of Association of the Transferee Company shall stand substituted by virtue of the Scheme to read as follows.

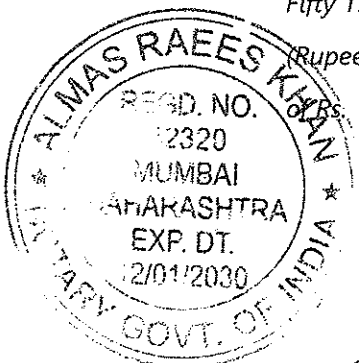
*"The Authorised Share Capital of the Company is Rs. 48,50,000/- (Rupees Forty Eight Lakhs and Fifty Thousand) divided into (i) 4,20,000 (Four Lakhs Twenty Thousand) Equity Shares of Rs. 10/- (Rupees Ten) each and (ii) 65,000 0.01% Cumulative Compulsorily Convertible Preference Shares of Rs. 10/- (Rupees Ten) each."*

**ATTESTED BY ME**

*[Handwritten Signature]*

Page 27 of 37

**ALMAS RAEES KHAN**  
NOTARY  
GOVT. OF INDIA



*[Handwritten Signature]*

15 MAY 2025.

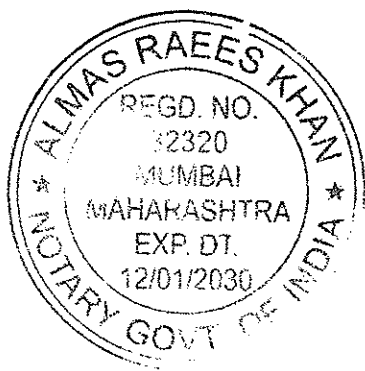
14.5 For the avoidance of doubt, it is clarified that, in case, the authorized share capital of the Transferee Company and/or the Transferor Companies, as the case may be, undergoes any change, prior to this Scheme becoming effective, then Clause 14 shall automatically stand modified / adjusted accordingly to take into account the effect of such change.

**15. LEGAL PROCEEDINGS**

On and from the Appointed Date, all suits, actions and legal proceedings, if any, instituted and / or pending and / or arising by or against the Transferor Companies shall be continued and / or enforced until the Effective Date as directed by the Transferee Company and on and from the Effective Date, shall be continued and / or enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been instituted and / or were pending and / or arising by or against the Transferee Company.

**16. WINDING-UP OF THE TRANSFEROR COMPANIES**

On the Scheme becoming effective, the Transferor Companies shall stand dissolved without being wound up and without any further acts by any party. On and from the Effective Date, the name of the Transferor Companies shall be struck off from the records of the concerned Registrar of Companies.

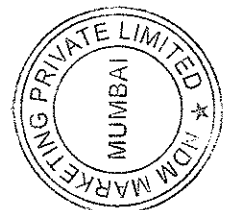
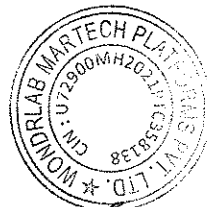
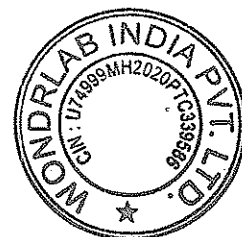


ATTESTED BY ME

*Almas Raees Khan* 15/5/25

ALMAS RAEES KHAN  
NOTARY  
GOVT. OF INDIA

15 MAY 2025



*Sandeep Vora*

PART C

GENERAL TERMS AND CONDITIONS

17. COMPLIANCE WITH TAX LAWS

17.1 This Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified under Section 2(1B) of the IT Act and other relevant provisions of the IT Act. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section at a later date including resulting from a retrospective amendment of law or for any other reason whatsoever, till the time the Scheme becomes effective, the provisions of the said Section of the IT Act, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the IT Act and other relevant provisions of the IT Act.

17.2 On or after the Effective Date, the Transferee Company are expressly permitted to revise their financial statements and returns along with prescribed forms, filings and annexures under the IT Act (including for the purpose of re-computing minimum alternative tax and claiming other tax benefits), Service Tax law, VAT law, Goods and Service Tax law and other tax laws, and to claim refunds and / or credits for taxes paid (including tax on book profits, MAT credit and foreign tax credit) and to claim tax benefits etc. and for matters incidental thereto, if required to give effect to the provisions of the Scheme notwithstanding that the period of filing / revising such returns / forms may have lapsed and period to claim refund / credit also elapsed.

17.3 All tax assessment proceedings / appeals (including application and proceedings in relation to advance ruling) of whatsoever nature by or against the Transferor Companies pending and / or arising at the Appointed Date and relating to the Transferor Companies shall be continued and / or enforced until the Effective Date as desired by the Transferee Company. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued and enforced by or against the Transferor Companies.

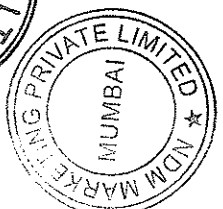
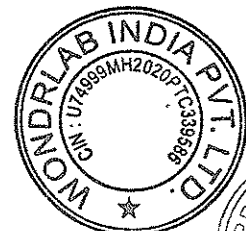
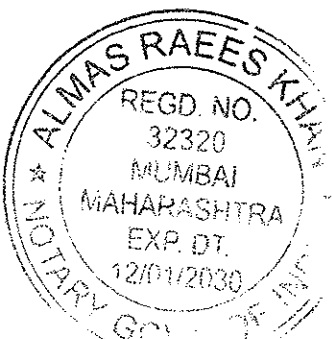
17.4 Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Companies with the Transferee Company, as applicable, or anything contained in the Scheme.

ATTESTED BY ME

*Almas Raees Khan* 15/5/25

ALMAS RAEES KHAN  
NOTARY  
GOVT. OF INDIA

15 MAY 2025

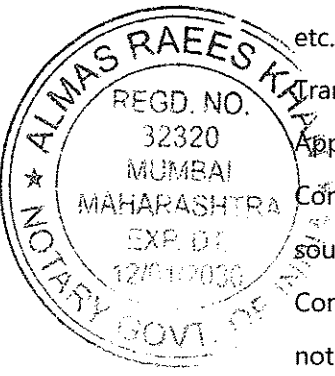


*Suresh Vam*

17.5 Any tax liabilities including but not limited to liabilities under the IT Act, Foreign Tax Credit, Tax Treaties, Customs Act 1962, Service Tax laws, VAT laws, Goods and Service Tax laws or other applicable laws / regulations dealing with taxes / duties / levies allocable or related to the business of the Transferor Companies to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall also be transferred to the Transferee Company.

17.6 Any refund including but not limited to refund under the IT Act, Foreign Taxes, Customs Act 1962, Service Tax laws, VAT laws, Goods and Service Tax laws or other applicable laws / regulations dealing with taxes / duties / levies allocable or related to the business of the Transferor Companies and due to the Transferor Companies consequent to the assessment made on the Transferor Companies before the Effective Date and for which no credit is taken in the accounts shall also belong to and be received by the Transferee Company.

17.7 All taxes including income-tax, minimum alternate tax, foreign taxes, custom duty, service tax, goods and service tax, etc. paid or payable by the Transferor Companies in respect of its operations and / or the profits of the business before the Appointed Date, shall be on account of the Transferor Companies and, in so far as it relates to the tax payment (including, without limitation, income-tax, minimum alternate tax, custom duty, service tax, goods and service tax, etc.) whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Companies in respect of its profits or activities or operation of the business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and shall, in all proceedings, be dealt with accordingly. Further, any tax deducted at source by the Transferor Companies / Transferee Company on payables to the Transferee Company / Transferor Companies on account of inter-se transactions which has been deemed not to be accrued, shall be deemed to be advance taxes paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.



ATTESTED BY ME

*Almas Raees Khan*  
15/5/25

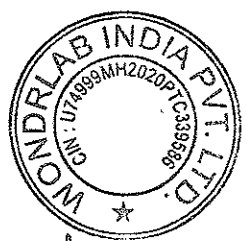
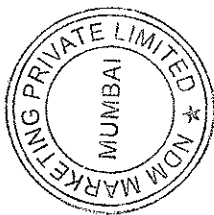
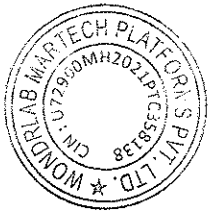
17.8 Obligation for deduction of tax at source on any payment made by or to be made by the Transferor Companies including but not limited to obligation under the IT Act, Service Tax laws, Customs law, Goods and Service tax law or other applicable laws / regulations dealing with taxes / duties / levies shall be made or deemed to have been made and duly complied with by the Transferee Company.

ALMAS RAEES KHAN  
NOTARY  
GOVT. OF INDIA

5 MAY 2025

15 MAY 2025

17.9 Without prejudice to the generality of the above, all benefits, incentives, losses, credit for tax



*Suresh Verma*

including on book profits, accumulated losses, credits (including, without limitation income tax, excise duty, service tax, applicable state value added tax, cenvat credit, goods and service tax credit, etc.) to which the Transferor Companies are entitled, shall be available to and vest in the Transferee Company, if eligible as per the provisions of the IT Act on and after the Appointed Date, even if such credits have not been availed off in the books as on the date of transfer. Also, the Transferee Company will be entitled to avail cenvat credit / goods and service tax credit after the Appointed Date in respect of all duties / taxes where the documents are in the name of the Transferor Companies. Further, licenses issued to the Transferor Companies by any regulatory authorities, if any, and all benefits and tax credits, if any, or concessions relating to the undertaking under any tax law or applicable law, associated with it shall stand transferred to the Transferee Company upon the Scheme becoming effective.

18. CONTRACTS, DEEDS, ETC.

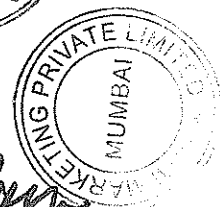
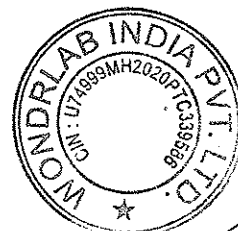
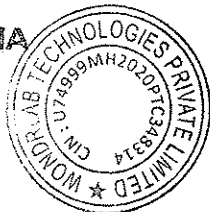
18.1 Upon coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, including contracts for tenancies and licenses, deeds, bonds, agreements, incentives, benefits, exemptions, entitlements, arrangements, escrow arrangements and other instruments of whatsoever nature in relation to the Transferor Companies to which the Transferor Companies are a party or to the benefit of which the Transferor Companies may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect on or against or in favour, as the case may be, of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary or obligee thereto. Provided that any and all contracts solely between either Transferor Companies and Transferee Company, *inter se*, or between the Transferor Companies, *inter se*, or amongst the Transferor Companies and Transferee Company, *inter se*, shall stand cancelled and cease to operate, upon the Scheme becoming effective, as on the Appointed Date, and appropriate effect shall be given to such cancellation and cessation in the books of accounts and records of the Transferee Company.

18.2 The Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds, confirmations or other writings, confirmations or novations or tripartite arrangements with any party to any contract or arrangement to which the Transferor Companies are a party or any writings as may be necessary to be executed in order to give formal effect to the above

ATTESTED BY ME

*Almas Raees Khan*  
15/5/25

ALMAS RAEES KHAN  
NOTARY  
GOVT. OF INDIA



15 MAY 2025

*Saurabh Vora*

18.3 On the Scheme becoming effective, such contracts / escrow arrangements / deeds / any other arrangements shall stand transferred to or deemed to be transferred to the Transferee Company without any further act or instrument or deed and further it shall not be necessary to obtain the consent of any third party or other person who is party to any such contract / escrow arrangements / deeds / any other arrangement.

**19. SAVING OF CONCLUDED TRANSACTIONS**

The Amalgamation of the Transferor Companies pursuant to this Scheme shall not affect any transaction or proceedings already concluded or liabilities incurred, or any liabilities discharged by the Transferor Companies, on or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company shall accept and adopt all acts, deeds and things made, done and executed by the Transferor Companies as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

**20. CONDUCT OF BUSINESS TILL EFFECTIVE DATE**

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

a) The Transferor Companies shall stand possessed of all the estates, assets, rights, title, interest, authorities, contracts, investments and shall take strategic decisions for and on account of, and in trust for the benefit of the Transferee Company.

b) All income, profits, costs, charges, expenses and taxes accruing to the Transferor Companies or losses arising or incurred by it (including the effect of taxes if any thereon), relating to the Transferor Companies shall for all purposes, be treated as the income, profits, costs, charges, expenses and taxes or losses, as the case may be, of the Transferee Company.

20.2 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central Government and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require to carry on the business of the respective Transferor Companies.

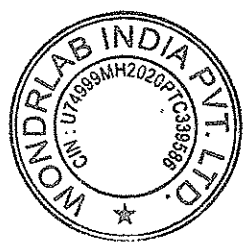
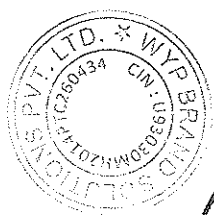
20.3 For the avoidance of doubt and without prejudice to the generality of the applicable provisions of the Scheme, it is clarified that with effect from the Effective Date and till such time that the name of the bank accounts of the Transferor Companies have been replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the respective Transferor Companies in the name of the Transferor Companies in so far as



ATTESTED BY ME  
*Almas Raees Khan*

ALMAS RAEES KHAN  
NOTARY  
GOVT. OF INDIA

15 MAY 2025



*Saurabh Vaman*

may be necessary. All cheques and negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Companies after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company, if presented by the Transferee Company. Similarly, till the time any regulatory registrations of the Transferor Companies are closed / suspended and regulatory filings are required to be done on such registrations, the Transferee Company shall be entitled to do so to comply with the relevant regulations.

**21. INTER-SE TRANSACTIONS**

21.1 Without prejudice to Clause 6, all inter-se transactions amongst the Transferor Companies and/or with the Transferee Company shall be considered as intra-party transactions for all purposes from the Appointed Date or from the transaction date whichever is later and on the coming into effect of this Scheme, the same shall stand cancelled without any further act, instrument or deed.

21.2 Further, it is clarified that the above clause has no impact whatsoever on any taxes in the form of income-tax, goods and service tax, service tax, works contract tax, value added tax etc. paid on account of such transactions. The taxes paid shall be deemed to have been paid by or on behalf of the Transferee Company and on its own account and therefore, the Transferee Company will be eligible to claim the credit / refund of the same and is also entitled to revise returns, as may be necessary, to give effect to the same.

**22. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS**

22.1 The Scheme is conditional upon and subject to:

- a) Approval by the requisite majority of the respective members and creditors of the Companies as may be directed by the Tribunal;
- b) Sanctions and orders under the provisions of the Act being obtained by the Participating Companies from the Tribunal;
- c) Certified copies of the orders of the Tribunal, sanctioning the Scheme being filed with the Registrar of Companies by the Participating Companies;
- d) Approvals, if any, from any governmental or regulatory authority, or contracting party or from such other authorities, as the Board of Directors may consider relevant, to ensure that business of the Transferor Companies subsequent to the transfer to the Transferee Company could be carried on in an effective manner; and

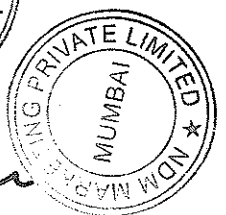
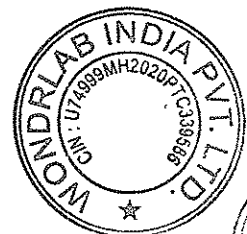
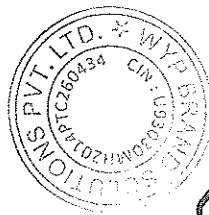
All other sanctions and approvals as may be required by law in respect of this Scheme being

**ATTESTED BY ME**

*Almas Raees Khan*  
15/5/20

ALMAS RAEES KHAN  
NOTARY  
GOVT. OF INDIA

15 MAY 2025



*Saurabh Vaidya*

obtained.

**23. APPLICATION TO THE TRIBUNAL**

The Participating Companies, with all reasonable dispatch, shall make necessary applications / petitions before the Tribunal for the sanction of this Scheme under Section 230 to 232 and other applicable provisions of the Act.

**24. MODIFICATIONS / AMENDMENTS TO THE SCHEME**

The Participating Companies through their respective Board of Directors may make and / or consent to any modifications / amendments to this Scheme or to any conditions or limitations that the Tribunal or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them or the Board, including the withdrawal of this Scheme or part thereof. The Board of Directors of the Transferee Company shall take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions, including interpretation of the Scheme, whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and / or any matter concerned or connected therewith. The power of the Board of Directors to modify / amend the Scheme shall be subject to the approval of the Tribunal.

**EFFECT OF NON-RECEIPT OF APPROVALS**

In the event of any of the said sanctions and approvals referred to in Clause 22 not being obtained (unless otherwise released by the Board of Directors) and / or the Scheme not being sanctioned by the Tribunal or such other competent authority as aforesaid, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and / or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law.

25.2 The Board of Directors of the Participating Companies shall be entitled to withdraw this Scheme prior to the Effective Date.

25.3 The Board of Directors of the Participating Companies shall be entitled to revoke, cancel and declare the Scheme of no effect if they are of the view that the coming into effect of the Scheme with effect from the Appointed Date could have adverse implications on the combined entity.

**ATTESTED BY ME**

*Almas Raees Khan* 15/5/25

ALMAS RAEES KHAN  
NOTARY  
GOVT. OF INDIA

15 MAY 2025



*Sameer Van*

25.4 If any part / clause of this Scheme hereof becomes invalid or ruled illegal by Tribunal or any other competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Participating Companies that such part / clause shall be severable from the remainder of the Scheme. Further, if the deletion of such part / clause of this Scheme may cause this Scheme to become materially adverse to the Participating Companies, then in such case the Participating Companies shall attempt to bring about a modification in the Scheme, as will best preserve for the Participating Companies the benefits and obligations of the Scheme, including but not limited to such part.

**26. SEVERABILITY OF ANY PART OF THE SCHEME**

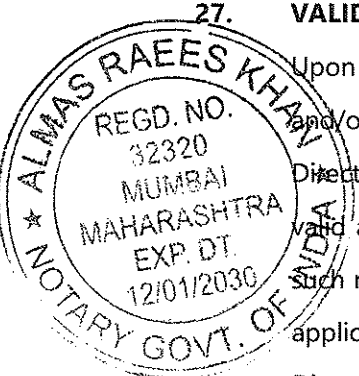
If any part of the Scheme is ruled invalid or illegal by any Court/Tribunal of competent jurisdiction, or unenforceable under present or future laws, or cannot be given effect to due to regulatory or other reasons, then it is the intention of the Parties that, at the discretion of the Parties, such part 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 the Scheme to become materially adverse to any Party, in which case each of the Transferor Companies and the Transferee Company, (acting through their respective Boards of Directors) shall attempt to bring about a modification in the Scheme, as will best preserve for the Parties, the benefits and obligations of this Scheme, including but not limited to such part.

**27. VALIDITY OF EXISTING RESOLUTIONS**

Upon the coming into effect of the Scheme, the resolutions passed by the Board of Directors and/or shareholders of the Transferor Companies as are considered necessary by the Board of Directors of the Transferee Company and which are valid and subsisting shall continue to be valid and subsisting and be considered as the resolutions of the Transferee Company and if such resolutions have monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits as are considered necessary by the Board of Directors of the Transferee Company shall be added to the limits, if any, under the resolutions passed by the Board of Directors and/or shareholders of the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

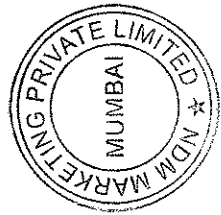
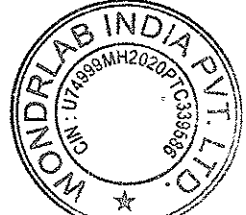
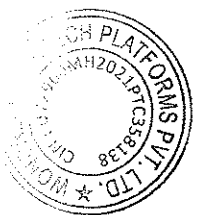
**28. REPEAL AND SAVINGS**

The transfer of assets, liabilities and business to, and the continuance of proceedings by or against, the Transferee Company as envisaged in this Scheme shall not affect any transaction



ATTESTED BY ME  
*Almas Raees Khan*

ALMAS RAEES KHAN  
NOTARY  
GOVT. OF INDIA  
15 MAY 2025



*Saurabh Van*

or proceedings already concluded by any of the Transferor Companies or the Transferee Company on or before the Appointed Date and after the Appointed Date until the Effective Date.

**29. REMOVAL OF DIFFICULTIES**

The Transferor Companies and the Transferee Company through mutual consent and acting through their respective Board of Directors, jointly and as mutually agreed in writing may give such directions (acting jointly) and agree to take steps, as may be necessary, desirable or proper, to resolve all doubts, difficulties or questions arising under this Scheme, whether by reason of any orders of the Tribunal or of any directive or orders of any Appropriate Authority, under or by virtue of this Scheme in relation to the amalgamation contemplated in this Scheme and/or matters concerning or connected therewith or in regard to and of the meaning or interpretation of this Scheme or implementation thereof or in any manner whatsoever connected therewith, or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any of those to the extent permissible under Applicable Law; and do all such acts, deeds and things as may be necessary, desirable or expedient for carrying the Scheme into effect.

**30. PROPERTY IN TRUST**

Notwithstanding anything contained in this Scheme, on or after the Effective Date, until any property, asset, license, approval, permission, contract, agreement and rights and benefits arising therefrom pertaining to the Transferor Companies are transferred, vested, recorded effected and/ or perfected, in the records of any Appropriate Authority, regulatory bodies or otherwise, in favour of the Transferee Company, the Transferee Company are deemed to be authorized to enjoy the property, asset or the rights and benefits arising from the license asset approval, permission, contract or agreement as if it were the owner of the property or asset or as if it were the original party to the license, approval, permission, contract or agreement. It is clarified that till entry is made in the records of the Appropriate Authority and till such time as may be mutually agreed by the Transferor Companies and respective Transferee Company, the Transferor Companies will continue to hold the property and/or the asset, license, permission, approval, contract or agreement and rights and benefits arising therefrom, as may be, in trust for and on behalf of the Transferee Company.

**31. BINDING EFFECT**

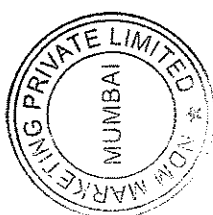
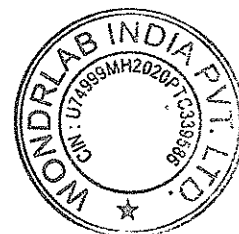
Upon the Scheme becoming effective, the same shall be binding on the Participating

ATTESTED BY ME

*Almas Raees Khan* 15/5/20

ALMAS RAEES KHAN  
NOTARY  
GOVT. OF INDIA

15 MAY 2025

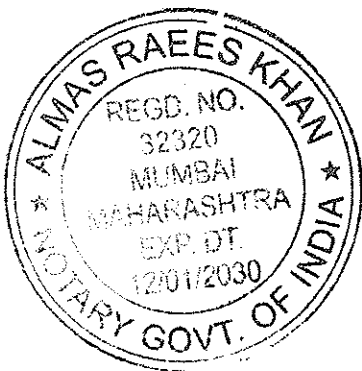


*Sauneeb Khan*

Companies, Governmental Authority and all concerned Parties without any further act, deed, matter or thing.

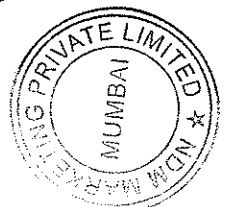
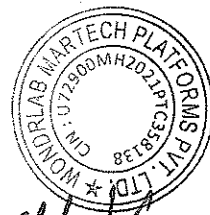
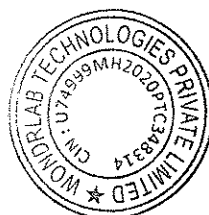
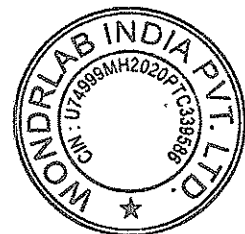
**32. COSTS**

All costs, charges, levies and expenses of the Participating Companies respectively in relation to or in connection with or incidental to this Scheme or the implementation thereof shall be borne and paid for by the Transferee Company, unless otherwise determined by the Boards of Directors of the Participating Companies.



ATTESTED BY ME  
*[Signature]*  
ALMAS RAEES KHAN  
NOTARY  
GOVT. OF INDIA  
15 MAY 2025

*[Signature]*



*[Signature]*