

SCHEME OF AMALGAMATION
OF
WEST WAVES MARITIME & ALLIED SERVICES PRIVATE LIMITED
WITH
PIOMBINO STEEL LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS

**(Under section 233 of the Companies Act, 2013 and other applicable
provisions of the Companies Act, 2013 and rules framed thereunder)**

A. PREAMBLE

This Scheme of Amalgamation (as more particularly defined hereunder as ‘Scheme’) is presented under Section 233 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013, as the case may be, including any statutory modifications or re-enactments and rules made thereunder and amendments thereof, for amalgamation of West Waves Maritime & Allied Services Private Limited (‘WWMASPL’ or ‘Transferor Company’) with Piombino Steel Limited (‘PSL’ or ‘Transferee Company’).

This Scheme also provides for various other matters consequential to amalgamation or otherwise integrally connected herewith.

B. DESCRIPTION OF COMPANIES

Waves Maritime & Allied Services Private Limited (‘WWMASPL’ or ‘Transferor Company’)

The Transferor Company was incorporated on March 20, 2014 as a private limited company under the provisions of Companies Act, 2013 under the name and style of ‘Waves Maritime

& Allied Services Private Limited' with Company Registration No.: CIN: U74999GA2014PTC007447 as per the certificate of incorporation issued by the Registrar of Companies, Goa. The entire paid-up share capital of the Transferor Company is beneficially held by the Transferee Company. The shares of the Transferor Company are not listed on any stock exchanges. Subsequently, the registered office of the Transferor Company was shifted from the State of Goa to the State of Maharashtra consequent to the order of Regional Director, Western Region dated December 8, 2021 and the same order was registered by Registrar of Companies, Mumbai on January 5, 2022.

The registered office of the Transferor Company is situated at JSW Centre Bandra Kurla Complex, Bandra (East) Mumbai – 400051.

The main objects clause as set out in the Memorandum of Association is as under:

“1. To develop, maintain, operate, build, own, purchase, acquire, exchange, construct, work, improve, alter, manage :- ports, inland water ways, inland ports, berths, terminals and to undertake and execute logistics of all types of floating crafts and automated, semiautomated and manual infrastructural equipments and facilities for handling bulk, general, liquid, gases, container and all types of other cargoes transported by sea, rail, air and road and to provide manpower, ships, barges, boats, vessels, lorries, oil tankers, nautical instruments, trailers, trolleys, cranes, trucks, tractors, arranging railways rakes, following rakes, cleaning & covering wagons, shipping agents, operators, stevedores, wharlingers, cargo superintendents, loading brokers, freight brokers, freight contractors, carrier of goods and passengers, dock owners, engineers, ship repairers, lightmen, carriers, packers, haulers warehousemen, storekeepers, jobmasters, bargeowners, tug- owners, forwarding agents, including handling agencies and transportation of all types of oceangoing ships, vessels and cargoes and to carry on business of shippers, carriers, shipowners, ship brokers.

2.To carry on the business of manufacturing, processors, refiners, smelters, makers, converters, finishers, importers, exporters, agents, merchants, buyers, sellers, dealers and traders in all kinds and forms of steels including tools and alloy steels, stainless and all other special steels, iron and other metals and alloys, all kinds of goods, products, articles or merchandise whatsoever manufactured wholly or partly from steels and other metals and alloys; including setting up/ acquiring manufacturing facilities, casting and rolling mill plants and also to carry on business of iron masters, steel and metal converters, colliery proprietors, coke manufacturers, ferro alloy manufacturers, miners, smelters and engineers in all their respective branches and to

search for, get, work, raise, make merchantable, manufacture, process, warehouse, buy, sell and otherwise trade or deal, as a wholesaler or retailer or commission agent, in iron, Pig Iron, Granulated slag, Iron Ore, Pellets, Steel Fines and other metals, coal, coke, brick-earth, fire-clay, bricks, ores, minerals and mineral substance, alloys, and metal scrap of all kinds.”

Piombino Steel Limited (‘PSL’ or ‘Transferee Company’)

The Transferee Company was incorporated on September 21, 2018 as a public limited company under the provisions of the Companies Act, 2013 under the name and style of ‘Piombino Steel Limited’ with Company Registration No.: CIN: U27320DL2018PLC339250 as per the Certificate of Incorporation issued by the Registrar of Companies, Delhi. Subsequently, the registered office of the Transferee Company was shifted from the State of Delhi to the State of Maharashtra consequent to the order of Regional Director, Northern Region dated December 20, 2021 and the same order was registered by Registrar of Companies, Mumbai on January 10, 2022.

The registered office of the Transferee Company is situated at JSW Centre Bandra Kurla Complex, Bandra (East) Mumbai – 400051.

The main objects clause as set out in the Memorandum of Association is as under:

“1.To carry on the business of manufacturing, processors, refiners, smelters, makers, converters, finishers, importers, exporters, agents, merchants, buyers, sellers, dealers and traders in all kinds and forms of steels including tools and alloy steels, stainless and all other special steels, iron and other metals and alloys, all kinds of goods, products, articles or merchandise whatsoever manufactured wholly or partly from steels and other metals and alloys; Including setting up/ acquiring manufacturing facilities, casting and rolling mill plants and also to carry on business of iron masters, steel and metal converters, colliery proprietors, coke manufacturers, ferro alloy manufacturers, miners, smelters and engineers in all their respective branches and to search for, get, work, raise, make merchantable, manufacture, process, warehouse, buy, sell and otherwise trade or deal, as a wholesaler or retailer or commission agent, in iron, Pig Iron, Granulated slag, Iron Ore, Pellets, Steel Fines and other metals, coal, coke, brick-earth, fire-clay, bricks, ores, minerals and mineral substance, alloys and metal scrap of all kinds.”

The Transferee Company beneficially holds entire issued, subscribed and paid up capital of the Transferor Company and thus it is the holding company of the Transferor Company. The shares of the Transferee Company are not listed on any stock exchanges.

C. RATIONALE AND PURPOSE OF THE SCHEME

WWMASPL is a wholly owned subsidiary of PSL and the entire paid up equity share capital of WWMASPL is held by PSL. The proposed Scheme would provide the following benefits:

- Ensuring a streamlined group structure by reducing the number of legal entities in the group structure;
- Reducing the multiplicity of legal and regulatory compliances required at present;
- Eliminating duplicative communication and coordination efforts across multiple entities; and
- Rationalizing costs by eliminating multiple record keeping and administrative functions
- Reducing time and efforts for consolidation of financials by the Transferee Company

D. PARTS OF THE SCHEME:

This Scheme of Amalgamation is divided into the following parts:

Part I: Definitions of the terms used in this Scheme and share capital;

Part II: Amalgamation of WWMASPL with PSL; and

Part III: General Clauses, Terms and Conditions

PART – I

1. DEFINITIONS

In this Scheme (as defined hereinafter), unless repugnant to the meaning or context thereof, the following expressions shall have the meaning mentioned herein below:

- 1.1 **“Act” or “the Act”** means the Companies Act, 2013 as in force from time to time and rules and regulations made thereunder and shall include statutory modifications, amendments, re-enactments thereof for the time being in force.
- 1.2 **“Applicable Law”** means any applicable statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, press notes, requirement or any similar form of determination by or decision of any appropriate authority, in each case having the force of law, and that is binding or applicable to a person, whether in effect as on the date on which this Scheme has been approved by the Board of WWMASPL and PSL or at any time thereafter.
- 1.3 **“Appointed Date”** means the 1st day of December, 2021 or such other date as may be mutually agreed by the Board of Directors of the Transferor Company and the Transferee Company which is in compliance with the provisions of Section 232 (6) of the Act and the Circular no. F. No. 7/12/2019/CL-I dated August 21, 2019 issued by the Ministry of Corporate Affairs or such other date as may be fixed or directed by the Central Government or any other Governmental Authority, as the case may be.
- 1.4 **“Board of Directors” or “Board”** means the board of directors of WWMASPL or PSL, as the context may require, and unless repugnant to the subject, context or meaning thereof, shall be deemed to include every committee (including committee of directors) or any person(s) authorised by the board of directors or by any such committee.
- 1.5 **“Capital Reserve”** means reserve created as per provisions of Clause 6 of this Scheme and the same is not a free reserve and will not be utilized for distribution of dividend.

- 1.6 **“Central Government”** means the Regional Director, as notified vide notification dated 19th December, 2016 (F. No. 2/31/CAA/2013-CL-V) for the purpose of section 233 of the Act or such other section prescribed therein, as the case may be and for this Scheme shall mean Regional Director, Western Region
- 1.7 **“Effective Date”** or **“coming into effect of this Scheme”** or **“upon the scheme becoming effective”** or **“Effectiveness of the Scheme”** means the last of the dates on which all the conditions, matters and filings referred to in Clause 15 of the Scheme have been fulfilled and necessary orders, approval and consents referred to therein have been obtained.
- 1.8 **“Governmental Authority”** means any applicable Central, State or local Government, legislative body, regulatory or administrative authority including agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction, including but not limited to Regional Director, Registrar of Companies, Official Liquidator and National Company Law Tribunal.
- 1.9 **“Scheme”** or **“the Scheme”** or **“this Scheme”** or **“this Scheme of Amalgamation”** means this Scheme of Amalgamation, in its present form or with any modification(s) and amendments made under Clause 14 of this Scheme and as approved or directed by the Central Government or any other Governmental Authority. It is clarified that the Scheme, including all the parts hereunder, shall be a composite Scheme for all purposes.
- 1.10 **“Transferee Company”** or **“PSL”** means Piombino Steel Limited (CIN: U27320MH2018PLC374653), a company incorporated under the Companies Act, 2013 and having its registered office at 5th Floor, JSW Centre Bandra Kurla Complex, Bandra (East) Mumbai - 400051.
- 1.11 **“Transferor Company”** or **“WWMASPL”** means West Waves Maritime & Allied Services Private Limited (CIN: U74999MH2014PTC374423), a company incorporated under the Companies Act, 2013 and having its registered office at 5th Floor, JSW Centre Bandra Kurla Complex, Bandra (East) Mumbai - 400051.

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

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) and amendment(s) made under Clause 14 of the Scheme, approved or imposed or directed by the Central Government shall be effective from the Appointed Date but shall be operative from the Effective Date.

Any references in this Scheme to ‘upon the Scheme becoming effective’ or ‘effectiveness of the Scheme’ or ‘upon coming into effect of this Scheme’ shall mean the Effective Date.

3. SHARE CAPITAL

- 3.1. The share capital of the Transferor Company as on 31st December, 2021 is as under:

Particulars	Amount (In INR)
Authorised Share Capital	
2,50,000 Equity Shares of INR 10/- each	25,00,000
Total	25,00,000
Issued, Subscribed and Paid-up Share Capital	
1,60,000 Equity Shares of INR 10/- each	16,00,000
Total	16,00,000

Subsequent to 31st December, 2021, there has been no change in the issued, subscribed and paid up share capital of WWMASPL. As on date of the Scheme being approved by the Board, PSL along with its nominee holds 100% of the paid-up share capital of WWMASPL.

- 3.2. The share capital of PSL as on 31st December, 2021 is as under:

Particulars	Amount (In INR)
Authorised Share Capital	
17,00,00,00,000 equity shares of INR 10/- each	1,70,00,00,00,000
Total	1,70,00,00,00,000
Issued, Subscribed and Paid-up Share Capital	
6,10,00,00,00,000 equity shares of INR 10/- each	61,00,00,00,00,000
Total	61,00,00,00,00,000

Subsequent to 31st December, 2021, there has been no change in the issued, subscribed and paid up capital of PSL. As on date of the Scheme being approved by the Board, PSL along with its nominee holds 100% of the paid-up share capital of WWMASPL.

PART B

AMALGAMATION OF WWMASPL WITH PSL

4. TRANSFER AND VESTING

- 4.1 Subject to the provisions of this Scheme as specified hereinafter and with effect from the Appointed Date, the entire business and the undertaking of the Transferor Company including all the debts, liabilities, duties and obligations of the Transferor Company of every description and also including, without limitation, all the movable and immovable properties and assets of the Transferor Company comprising amongst others refund of taxes, if any, registrations, permits, licenses, authorizations, if any, rights and benefits of all agreements and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals, shall without any further act or deed, with the continuance of all charges, hypothecations or any other security interests created on such assets, which shall continue to be in full force and effect and without any change in terms or conditions thereof, be transferred and/or deemed to be transferred to and vested in the Transferee Company as a

going concern so as to become the assets and liabilities of the Transferee Company.

- 4.2 All tangible movable assets and the assets which are otherwise capable of transfer by physical delivery or endorsement and delivery or novation, including all movable plant, machinery, office equipment, cash on hand, shall, with the continuance of all charges, hypothecations or any other security interests created on such assets, which shall continue to be in full force and effect and without any change in terms or conditions thereof, be so delivered/ transferred to the Transferee Company or shall be deemed to have been physically handed over by physical delivery or by endorsement and delivery, as the case may be, to the Transferee Company to the end and intent that the property and benefit therein passes to the Transferee Company.

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

- 4.3 In respect of the movable assets owned by the Transferor Company as on the Effective Date, other than those mentioned in Clause 4.2 above, including all documents, deeds, agreements, mortgages, pledges, guarantees, actionable claims, sundry debtors, outstanding loans, advances, whether recoverable in cash or kind or for value to be received and deposits, if any with the local and other authorities, bodies corporate, customers etc., of the Transferor Company shall, with the continuance of all charges, hypothecations or any other security interests created on such assets, which shall continue to be in full force and effect and without any change in terms or conditions thereof, be transferred to and/ or deemed to be transferred to and vested in the Transferee Company so as to become the properties and assets of the Transferee Company

- 4.4 All the assets, investments, bank accounts and properties which are acquired by the Transferor Company, on or after the Appointed Date but prior to the Effective Date shall be deemed to be and shall become the assets, investments and properties of the Transferee Company with the continuance of all charges, hypothecations or

any other security interests created on such assets, which shall continue to be in full force and effect and without any change in terms or conditions thereof, and shall under the provisions of Section 233 and all other applicable provisions if any of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon coming into effect of this Scheme pursuant to the provisions of Section 233 of the Act.

- 4.5 With effect from the Appointed Date, all debts (including, without limitation, redeemable, rated, secured, listed rupee denominated, non-convertible bonds having a face value of Rs. 10,00,000 (Rupees Ten Lakhs only) each and aggregating up to Rs. 2500,00,00,000 (Rupees Two Thousand Five Hundred Crores only) with ISIN INE0G6E07018 (“**Bonds**”) issued by the Transferor Company pursuant to the bond trust deed dated March 22, 2021 and the information memorandum dated March 19, 2021), liabilities, provisions, duties and obligations of every kind, nature and description of the Transferor Company together with all the security, contractual arrangements, powers of attorneys, escrow agreements, guarantees, indemnities and options agreements (in each case, whether by the Transferee Company or any third party) in relation thereto and all the agreements and documents in relation thereto (including, without limitation, the bond trust deed in relation to the Bonds and all the transaction documents in relation to the Bonds), without any further act, instrument or deed, shall be deemed to have been transferred and vested in the Transferee Company to the extent they are outstanding on the Effective Date and the Transferee Company undertakes to meet, discharge and satisfy the same and all such security, contractual arrangements, powers of attorneys, escrow agreements, guarantees, indemnities and options agreements (in each case, whether by the Transferee Company or any third party, (including without limitation the hypothecation provided by the Transferee Company pursuant to the unattested deed of hypothecation dated March 22, 2021 entered into by the Transferee Company in favour of Catalyst Trusteeship Limited for securing the Bonds) and all the agreements and documents in relation thereto (including, without limitation, the bond trust deed in relation to

the Bonds and all the transaction documents in relation to the Bonds) shall remain in full force and effect and shall continue to secure such debt and shall be vested in the Transferee Company. It is clarified that nothing contained herein shall be construed to provide continuance to the deed of corporate guarantee dated March 22, 2021 executed by the Transferee Company in relation to the Bonds, including all obligations contained thereunder, which shall stand cancelled with effect from the Appointed Date.

- 4.6 Where any of the debt, liabilities, duties and obligations of the Transferor Company as on the Appointed Date, deemed to be transferred to the Transferee Company have been discharged by the Transferor Company, as the case may be, after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company.
- 4.7 Loans, advances and other obligations if any, due or which may at any time in future become due between the Transferor Company and the Transferee Company shall stand cancelled and there shall be no liability in that behalf on either party, and all security interests created in relation to such loans and advances shall be deemed to be released upon cancellation of such loans and advances.
- 4.8 All cheques and other negotiable instruments and payments orders, electronic fund transfers received or presented for encashment which are in the name of the Transferor Company after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to its account if presented by the Transferee Company or received through electronic transfers. Similarly, the banker of Transferee Company shall honour cheques/ electronic fund transfer instructions issued by the Transferor Company for payment after the Effective Date. If required, the bankers of the Transferor Company shall allow maintaining and operating of the bank accounts (including banking transactions carried out electronically) in the name of the Transferor Company by the Transferee Company for such time as may be determined to be necessary for presentation and deposition of cheques, pay order and electronic transfers that have been issued/made in the name of the Transferee Company.

- 4.9 Without prejudice to the provisions of the foregoing clauses and upon the effectiveness of this Scheme, Transferor Company and the Transferee Company shall execute all such instruments or documents or do all the acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies, Maharashtra, Mumbai to give formal effect to the above provisions, if required.
- 4.10 Any tax liabilities of the Transferor Company under the Income-tax Act, 1961, goods and service tax laws or other applicable laws/regulations to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company.
- 4.11 Any refund or tax credits due to the Transferor Company, under the Income-tax Act, 1961, service tax laws, excise duty laws, goods and service tax laws, or other applicable laws/regulations, consequent to the assessment made on the Transferee Company and for which no credit is taken in the respective accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company upon this Scheme becoming effective.
- 4.12 All taxes of any nature, duties, cess or any other like payments or deductions made by the Transferor Companies to any statutory authorities such as Income Tax, Minimum Alternate Tax, , tax on distributed income (i.e. Buy-back Tax), Equalisation Levy, Sales Tax, Value Added Tax, Service Tax, Goods and Services Tax etc. or any tax deduction/collection at source, relating to the period after the Appointed Date and upto the Effective Date shall be deemed to have been on account of and on behalf of the Transferee Company and the relevant authorities shall be bound to transfer to the account of and give credit for the same to the Transferee Company upon the coming into effect of this Scheme and upon relevant proof and documents being provided to the said authorities.
- 4.13 The Transferee Company shall be liable for any tax payable to appropriate authorities under the Tax Laws and shall be entitled to any tax benefits,

incentives, tax credits, tax losses and advantages of whatsoever nature and where so ever situated belonging to or in possession of or granted in favour of or enjoyed by the Transferor Company (including benefit to claim deduction of any expenditure disallowed in the hands of the Transferor Company prior to the Appointed date under section 43B, 40A(7) of the Income-tax Act, 1961 or any such other expenditure on fulfilment of the conditions by the Transferee Company after the Appointed date) shall be transferred to and vested in or deemed to be transferred to and vested in the Transferee Company on or after the Appointed Date.

- 4.14 The Transferee Company shall be entitled to file / revise its income tax returns, service tax returns, Value Added Tax returns, goods and service tax returns, tax deducted at source certificates, tax deducted at source returns and other statutory returns and filings, if required under the tax laws, and shall have the right to claim or adjust refunds, advance tax credits, credit for minimum alternate tax / tax deducted at source / foreign taxes withheld/ paid, input tax credits etc. of the Transferor Company if any, as may be required consequent to implementation of this Scheme.
- 4.15 The provisions of this Scheme as they relate to the merger of the Transferor Companies into Transferee Company, have been drawn up to comply with the conditions relating to “amalgamation” as defined under Section 2(1B) of the Income Tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income Tax Act, 1961, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income Tax Act, 1961, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income Tax Act, 1961.

5. NO CONSIDERATION AND CANCELLATION OF SHARES

Since the entire issued, subscribed and paid up share capital of the Transferor Company is held by the Transferee Company and its nominee, upon the Scheme becoming effective, no shares shall be issued by the Transferee Company in consideration for amalgamation of the Transferor Company.

Further, the entire issued, subscribed and paid up share capital of the Transferor Company shall stand cancelled and extinguished on the Effective Date without any further act or deed.

6. ACCOUNTING TREATMENT

Upon coming into effect of this Scheme and with effect from the Appointed Date, the Transferee Company shall account for the amalgamation in its books of accounts as per the as per applicable accounting principles prescribed under Section 133 of the Companies Act, 2013, the Indian Accounting Standards ('Ind AS'), inter alia, taking into consideration the Appendix C of Ind AS 103 – 'Business Combinations' and any other Ind AS as may be applicable. It would inter alia include the following:

- 6.1 All the assets, liabilities and reserves including debit balances in the books of the Transferor Companies shall stand transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company in its books of accounts at their carrying amount as prescribed in IND - AS 103
- 6.2 The investment in the equity share capital of the Transferor Company as appearing in the books of accounts of the Transferee Company on Effective Date, if any shall stand cancelled.

- 6.3 The inter-corporate deposits / loans and advances / balance outstanding, if any, between the Transferee Company and the Transferor Company will stand cancelled.
- 6.4 The difference, if any, after recording the aforesaid entries shall be adjusted to Capital Reserve account based on the accounting principles prescribed under the Ind AS-103.
- 6.5 Further, in case of any differences in accounting policy between the Transferee Company and the Transferor Company, the accounting policies followed by the Transferee Company will prevail and the difference till the Appointed Date shall be adjusted in the Capital Reserve of the Transferee Company, to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy

7. LEGAL PROCEEDINGS

- 7.1 All legal proceedings of whatsoever nature by or against the Transferor Company pending and/ or arising on or after the Appointed Date and relating to the Transferor Company shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against the Transferee Company in the manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company, if this Scheme had not been made.
- 7.2 All tax assessment proceedings/appeals of whatsoever nature by or against the Transferor Company pending and/or arising on or after the Appointed Date shall be continued and/or enforced until the Effective Date by the Transferor Company. As and from the Effective Date, the tax proceedings of the Transferor Company shall be continued and enforced by/or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferee Company. Further, the

proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the merger of the Transferor Company with the Transferee Company or anything contained in the Scheme.

- 7.3 The Transferee Company undertakes to have all legal, tax or other proceedings initiated by or against the Transferor Company referred above, transferred in its name respectively and to have the same continued, prosecuted and enforced by or against the Transferee Company to the same extent as would or might have been continued and enforced by or against the Transferee Company.

8. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

- 8.1 Subject to the other provisions of this Scheme, all contracts, deeds and bonds (including but not limited to customer contracts, leave and licence, service contracts, supplier contracts and all related writings), schemes, assurances, licenses, insurance policies, letters of intent, undertakings, arrangements, policies, agreements, services, guarantees, indemnities, collaterals and securities and other instruments (including (a) all tenancies, leases and other assurances; and (b) all documents entered into by the Transferor Company in relation to the Bonds, including but not limited to the options agreement, indemnities and all agreements in relation to the Bonds) which are given by or are in favour of the Transferor Company, of whatsoever nature to which the Transferor Company is a party or the benefit to which the Transferor Company may be eligible, subsisting or operative immediately on or before the Effective Date, shall be in full force and effect against or in favor of the Transferee Company and may be enforced as fully and effectively by as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto.
- 8.2 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, power of attorney given by, issued to or executed in favour of the Transferor Company

shall stand transferred to the Transferee Company, as if the same were originally given by, issued to or executed in favour of the Transferee Company shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to the Transferee Company. The Transferee Company shall make applications and do all such acts or things which may be necessary to obtain relevant approvals from the concerned Governmental Authorities and / or regulatory authorities or other agencies as may be necessary in this behalf.

- 8.3 Transferee Company shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which the Transferor Company will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or becomes necessary. The Transferee Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.

9. TREATMENT OF STAFF, WORKMEN AND EMPLOYEES

- 9.1 Upon the Scheme becoming effective, all staff, workmen and employees, if any of the Transferor Company in service on the Effective Date shall become the staff, workmen and employees of the Transferee Company without any break in their service and on the basis of continuity of service and the terms and conditions of their employment with the Transferee Company shall not be less favourable than those applicable to them with reference to their employment with the Transferor Company on the Effective Date.
- 9.2 The Transferee Company agrees that the services of all such staff, workmen and employees with the Transferor Company, up to the Effective Date shall be considered for the purposes of all retirement benefits to which they may be eligible as on the Effective Date.

9.3 It is expressly provided that, on the Scheme becoming effective, the provident fund, gratuity fund, superannuation fund or any other special fund or trusts (hereinafter collectively referred as 'funds'), if any created for the benefit of the staff, workmen and employees of the Transferor Company shall with the approval of the concerned authorities, become funds of the Transferee Company, or shall be transferred to or merged with other similar funds of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such funds or in relation to the obligation to make contributions to the said funds in accordance with the provisions thereof as per the terms provided in the respective trust deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such funds shall become those of the Transferee Company. It is clarified that the services of the staff, workmen and employees will be treated as having been continuous for the purpose of the said funds.

10. CONDUCT OF BUSINESSES UNTIL EFFECTIVE DATE

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

10.2 With effect from the date of approval of this Scheme by the Board of Directors of Transferee Company upto and including the Effective Date:

10.2.1 The Transferor Company shall carry on its business and activities with reasonable diligence, business prudence and shall not without the prior written consent of the Transferee Company, alienate, charge,

mortgage, encumber or otherwise deal with or dispose of its undertakings or any part thereof except in the ordinary course of business nor shall it undertake any new businesses or a substantial expansion of its existing businesses.

10.2.2 The Transferor Company shall not alter its equity capital structure either by fresh issue of shares or convertible securities (on a rights basis or by way of bonus shares or otherwise) or by any decrease, reduction, reclassification, sub-division, consolidation, re-organisation or in any other manner, except by and with the consent of the Board of Directors of the Transferee Company; and

10.2.3 The Transferor Company shall not declare or pay any dividends, whether interim or final, to their respective equity shareholders in respect of the accounting period prior to the Effective Date, except with the prior approval of the Board of Directors of Transferee Company.

10.3 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply, intimate, obtain and file, as the case may be, to the Governmental Authority and all other agencies, departments and authorities concerned as are necessary under any law, rules, regulations, contracts, circulars or are otherwise considered necessary for such consents, approvals and sanctions, which the Transferee Company may require pursuant to this Scheme to effectually own and operate the business of the Transferor Company.

11. SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of businesses as envisaged in the Scheme and the continuance of proceedings by or against the Transferor Company shall not affect any transaction or proceedings already concluded by the Transferor Company on or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things

done and executed by the Transferor Company in respect thereto as done and executed on behalf of the Transferee Company.

12. DISSOLUTION OF THE TRANSFEROR COMPANY

Upon the effectiveness of this Scheme, the Transferor Company shall stand dissolved without winding up and the Board shall cease to function and shall be discharged from its obligations. Upon such dissolution of the Transferor Company without winding up, no person shall make and / or assert claims, demands or proceed against any director or officer or employee of the Transferor Company, for any acts, deeds and things done or decisions taken by or on behalf of the Transferor Company while carrying out the business and activities of the Transferor Company in the ordinary course and, on and after the Effective Date, the Transferee Company shall accept all such acts, deeds and things done or decisions taken by the Transferor Company, as acts, deeds and things done or decisions taken by and on behalf of the Transferee Company.

PART III

GENERAL TERMS & CONDITIONS APPLICABLE TO THIS SCHEME OF AMALGAMATION

13. APPLICATION TO THE CENTRAL GOVERNMENT OR SUCH OTHER COMPETENT AUTHORITY

- 13.1 The Transferor Company and the Transferee Company, shall make necessary applications/ petitions under section 233 of the Act to the Central Government or such other appropriate authority for seeking approval of the Scheme and for such other orders (including orders for dispensing with or convening, holding and conducting of the meetings of the respective classes of the members and/or creditors of the Transferor Company and the Transferee Company) as the Central Government may deem fit for bringing the Scheme into effect and all matters ancillary or incidental thereto.

13.2 Since this Scheme is entered between the Transferee Company and its wholly owned subsidiary company being the Transferor Company, the approval of Hon'ble National Company Law Tribunal will not be required as per provisions of section 233 of the Companies Act 2013. However, the Transferor Company and Transferee Company shall apply for all the approvals to the Hon'ble National Company Law Tribunal, if required, necessary and if directed by the Central Government or such other Governmental Authority.

14. MODIFICATION / AMENDMENT TO THE SCHEME

14.1 Subject to approval of the Central Government, the respective Board of Directors of the Transferor Company and the Transferee Company, may consent, on behalf of all persons concerned, to any modifications or amendments of the Scheme or to any conditions or limitations that the Central Government may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of Directors) and solve all difficulties that may arise for carrying out the Scheme and do all acts, deeds and things necessary for putting the Scheme into effect. For the purpose of giving effect to this Scheme or to any modification thereof, the Board of Directors of the Transferor Company and the Transferee Company be and are hereby authorised to give such directions and to take all such steps as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubt, difficulties whether by reason of any direction or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of this Scheme and/or any matters concerning or connected therewith.

14.2 If any part or provision of this Scheme hereof is invalid, ruled illegal by the Central Government, or unenforceable under present or future laws, then it is the intention of the Parties that such Part or provision, as the case may be, shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such Part or provision, as the case may be, shall cause this Scheme to become materially adverse to any Party, in which

case the Parties shall attempt to bring about a modification in the Scheme, as will best preserve for the Parties the benefits and obligations of the Scheme, including but not limited to such Part or provision.

15. CONDITIONALITY OF THE SCHEME

15.1 This Scheme is and shall be conditional upon and subject to:

15.1.1 Approval by the requisite majorities of the shareholders and / or creditors of the Transferor Company and the Transferee Company as required under the applicable provisions of the Companies Act, 2013;

15.1.2 The sanction of the Central Government under Sections 233 and any other applicable provisions of the Act in favor of the Transferor Company and the Transferee Company as may be necessary for the implementation of the Scheme;

15.1.3 The requisite consent, approval or permission of the Governmental Authority or other statutory or regulatory authority, which by law may be necessary for implementation of this Scheme;

15.1.4 Certified copy of order of the Central Government sanctioning the Scheme pursuant to Sections 233 of the Act shall be duly filed for registration by the Transferor Company and the Transferee Company respectively with the Registrar of Companies, Mumbai

16. EFFECT OF NON-RECEIPT OF APPROVALS/SANCTIONS

16.1 In the event of any of the said sanctions and approvals/consents referred to in the preceding Clause not being obtained and/or the Scheme not being sanctioned by the Central Government or such other competent authority and/or the order not being passed as aforesaid before 31st December, 2022 or within such further period or periods as may be agreed upon between the Transferor Company and the Transferee Company by their respective Board of Directors

(and which the Board of Directors of the Company are hereby empowered and authorized to agree to and extend the Scheme from time to time without any limitation), this Scheme shall stand revoked, cancelled and be of no effect, and in that event no rights or liabilities whatsoever shall accrue to or be incurred inter-se between the Transferor Company and the Transferee Company 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. Each party shall bear and pay its respective costs, charges and expenses for and or in connection with the Scheme.

- 16.2 The Board of the Transferor Company and the Transferee Company shall be entitled to withdraw this Scheme prior to the Effective Date. It is hereby clarified that notwithstanding anything to the contrary contained in this Scheme, neither the Transferor Company nor the Transferee Company shall be entitled to withdraw the Scheme unilaterally without the prior written consent of the other party.

17. SEVERABILITY

If any part of this Scheme hereof is invalid, ruled illegal by the Central Government of competent jurisdiction or unenforceable under present or future laws, then it is the intention of the parties to the Scheme that such part shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party, in which case the parties to the Scheme shall attempt to bring about a modification in the Scheme, as will best preserve for such parties the benefits and obligations of the Scheme, including but not limited to such part.

18. COSTS, CHARGES & EXPENSES

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