

**SCHEME OF ARRANGEMENT**

**BETWEEN**

**SOLIDUS HI TECH PRODUCT PRIVATE LIMITED**  
**(‘Solidus’/‘Demerged Company’)**

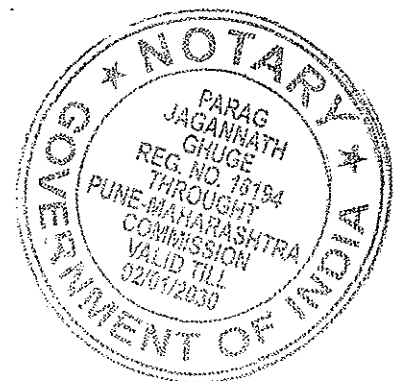
**AND**

**SOLIDUS FINEFAB PRIVATE LIMITED**  
**(‘Solidus Finefab’/ ‘Resulting Company’)**

**AND**

**THEIR RESPECTIVE SHAREHOLDERS**

Under Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 and rules framed thereunder



For Solidus Hi-Tech Product Pvt. Ltd.

  
Authorised Signatory

For SOLIDUS FINEFAB PVT. LTD.

  
Authorised Signatory

## PRELIMINARY

### 1. PREAMBLE

This Scheme (as defined hereinafter) is presented under Sections 230 to 232 of the Companies Act, 2013 and other relevant provisions of the Act for demerger of the Pune Undertaking of the Demerged Company (as defined hereinafter) into the Resulting Company (as defined hereinafter) on a going concern basis.

### 2. INTRODUCTION

- 2.1 Solidus Hi Tech Product Private Limited ('Solidus' or the 'Demerged Company' or 'the Company') was incorporated on 19 August 2004, as a private limited company in the State of Maharashtra under the provisions of the Companies Act, 1956 and currently has its registered office at T 116 MIDC Bhosari Industrial Area, Pune, 411026 Maharashtra, India and CIN: U31200PN2004PTC019656 and PAN: AAICS3670B.

The main objects of Solidus as provided in its Memorandum of Association are, inter alia, to:

" ...

2. To manufacture, buy, sell, export, import, deal in, assemble, fit, repair, convert, overhaul, alter, maintain, and improve Precision Stamping, Precision light and heavy fabrications for Off-Road, Construction, automobile, Power Tools and allied Industries.

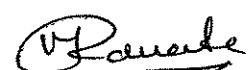
3. To manufacture, buy, sell, export, Import, deal in, assemble, fit, repair, convert, overhaul, alter, maintain, and improve sheet-metal components, electrical bus bars, fabricated assemblies and various components which are used in product's manufactured in the electronic and electrical industries, appliances manufacturing, telecom, construction, forestry, automobile and other allied Industries.

4. To design, develop, assemble, process, produce, manipulate, remould, alter, prepare for market, contract for, buy, sell, resell, import, export, exchange, hire, lease, license, operate, trade and deal in rubber, plastic, fireglass, metal, polymer, thermoplastic, material, anodised material required for the activities of the company.

For SOLIDUS FINEFAB PVT. LTD.

For Solidus Hi-Tech Product Pvt. Ltd.

  
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5. To carry on in India or elsewhere the activity of designing, buying, selling, importing, exporting, exchanging, altering, remodelling, improving, manipulating of printed circuit boards and electrical, electronic, mechanical, industrial and automatic measuring, controlling, scientific optical machines, machine tools, engines, equipment, instruments, apparatus systems and components required for the activities of the company.”

Solidus Finefab Private Limited (‘Solidus Finefab’ or the ‘Resulting Company’) was incorporated on 22 February 2024 as a private limited company at Pune in the State of Maharashtra under the provisions of the Companies Act, 2013 and currently is having its registered office at F2 1001 Success Tower S. No, 37/2 State Bank NGR Pashan, N.C.L. Pune, 411008, Maharashtra, India having CIN: U27104PN2024PTC228478 and PAN: ABMCS8266L.

The main objects of Solidus Finefab as provided in its Memorandum of Association are, inter alia, to:

“To manufacture, buy, sell, export, import, deal in, assemble, fit, repair, convert, overhaul, alter, maintain, and improve heat sinks and all types of electronic components, devices, equipment and appliances which are used in and for the purpose of Uninterrupted Power Supply (U.P.S.) and for the purpose of electronic and electrical industries and household appliances manufacturing and automobile industry.”

### 3. BACKGROUND

Solidus Hi Tech Product Pvt Ltd and Solidus Finefab Private Limited are private limited companies, owned and controlled by the Mr. Ashok Musale and his family. The Musale Family has been jointly operating both companies, which are engaged in the business of manufacturing of press components, heat sinks, perforated grills, sheet metal products, copper-based bus bars, aluminium press components, tools and fixtures, allied fabrication works and job/labour services.

Solidus has undertakings in Pune and Bengaluru. This Scheme envisages the demerger of Pune Undertaking (as defined hereinafter) of Solidus into Solidus Finefab.

For SOLIDUS FINEFAB PVT. LTD.

For Solidus Hi-Tech Product Pvt. Ltd.

  
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#### 4. RATIONALE

Solidus operates two undertakings — one in Bengaluru, Karnataka and another in Pune, Maharashtra — each having independent operations, management teams, and separate books of accounts.

It is proposed to demerge Pune Undertaking (as defined hereinafter) of Solidus into Solidus Finefab in a manner described in this Scheme.


The Scheme is proposed with the following key objectives:

- i. To enable the management to raise capital and ensure capital allocation in appropriate mix of debt and equity for both undertakings independently considering individual business models and factors such as capital expenditure, working capital cycle, contract timelines, stability of recurring cashflows, etc. and eliminate the complexities of intra undertaking deployment and allocation of resources.
- ii. To facilitate the implementation of distinct growth and expansion strategies by enabling each undertaking to function as an independent business with separate management teams, decision-making authority, operational frameworks, and capital structures. This will improve agility, accelerate strategic initiatives, attract independent strategic and/or financial investors or joint venture partners, and allow customized talent strategies for recruitment and retention.
- iii. To ringfence each undertaking from the liabilities, risks, and exposures associated with the other undertaking, thereby safeguarding the interests of all external stakeholders (including lenders, customers, vendors, employees, and potential investors) associated with the respective businesses.
- iv. To provide enhanced transparency, accountability, and financial reporting in respect of each business undertaking, enabling more effective governance, monitoring, and compliance.
- v. To simplify the corporate structure and enable greater focus on core competencies within each undertaking, thereby fostering innovation, operational excellence, and long-term value creation.

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The Scheme is in the interest of Solidus, Solidus Finefab and their respective shareholders, creditors, employees, lenders, and all other concerned stakeholders and shall help the companies to achieve and fulfil the objectives more efficiently and offer opportunities to the management of the Companies to vigorously pursue growth and expansion of each undertaking. The Scheme shall not in any manner be prejudicial to the interests of the shareholders or creditors, if any, or any other stakeholder or general public at large.

The respective Board of Directors of the Demerged Company and the Resulting Company have therefore formulated this Scheme of Arrangement pursuant to the provisions of Sections 230 to 232 of the Act and other relevant provisions of the Act, as may be applicable.

#### 5. PARTS OF THE SCHEME

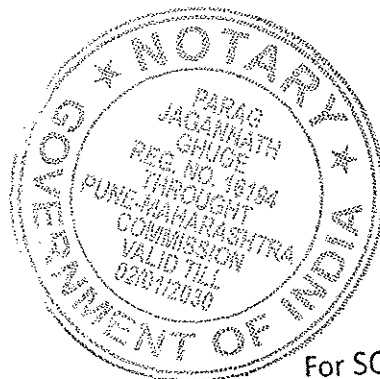
The Scheme is divided into the following parts:

**Part I** deals with definitions, share capital and operationalization of the Scheme;

**Part II** deals with demerger of Pune Undertaking from the Demerged Company to the Resulting Company and its transfer and vesting in the Resulting Company.

**Part III** deals with Remaining Business of the Demerged Company;

**Part IV** deals with general terms and conditions that would be applicable to the Scheme.



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## PART I

DEFINITIONS, SHARE CAPITAL AND OPERATIONALIZATION OF  
THE SCHEME

## 6. DEFINITIONS

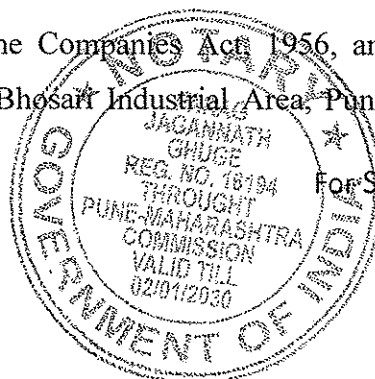
In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the following meanings:

## GENERAL

- 6.1 “Act” means the Companies Act, 2013 to the extent its provisions relevant for this Scheme are notified and ordinances, rules and regulations made thereunder and shall include any statutory modifications, re-enactment or amendment thereof for the time being in force.
- 6.2 “Appointed Date” for the transfer and vesting through demerger means 1 April 2026, or such other date as the Honourable National Company Law Tribunal, Mumbai Bench, Mumbai may direct.
- 6.3 “Articles of Association” or “AOA” means the Article of Association of the Demerged Company or as the case may be, the Article of Association of the Resulting Company.
- 6.4 “Board of Directors” or “Board” means the Board of Directors of the respective Companies, as on such date, and shall include a duly constituted committee / director / authorized person thereof specifically given power by the respective Board of Directors to undertake all actions, as may be required, in connection with this Scheme.
- 6.5 “Book Value” shall mean the value(s) of assets and liabilities of the Demerged Undertaking, as appearing in the books of accounts of the Demerged Company at the close of business as on the day immediately preceding the Appointed Date.
- 6.6 “Companies” the term collectively refers to the Demerged Company and the Resulting Company.
- 6.7 “Demerged Company” or “Solidus” means Solidus Hi Tech Product Private Limited (CIN: U31200PN2004PTC019656), a company incorporated under the Companies Act, 1956, and having its registered office T 116 MIDC Bhosari Industrial Area, Pune, 411026 Maharashtra, India.

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6.8 **“Effective Date”** means the date on which the Order of the Honourable National Company Law Tribunal, Mumbai Bench, Mumbai sanctioning the Scheme of Arrangement is filed with the Registrar of Companies, Maharashtra at Pune by the respective 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” or “Scheme becoming effective” shall mean the Effective Date.

6.9 **“Encumbrance” or “Encumber”** shall mean any: (i) encumbrance including without limitation any security interest, claim, mortgage, pledge, charge, hypothecation, lien, lease, assignment, deed of trust, title retention, deposit by way of security, beneficial ownership (including usufruct and similar entitlements), or any other similar interest held by the third person; (ii) security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any person, including without limitation 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; (iii) right of pre-emption, right of first offer, or refusal or transfer restriction in favour of any person; and/or (iv) any adverse claim as to title, possession or use.

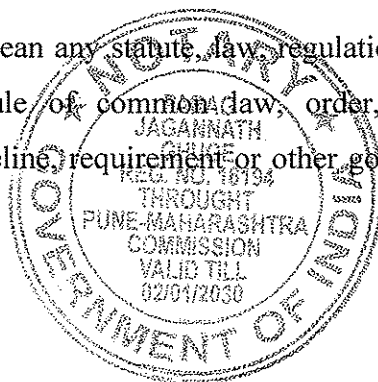
6.10 **“Governmental Authority”** shall mean any national, state, provincial, local or similar government, governmental, statutory, regulatory or administrative authority, government department, agency, commission, board, branch, tribunal or court or other entity authorized to make Laws, rules, regulations, standards, requirements, procedures or to pass directions or orders having the force of Law, or any nongovernmental 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, or any stock exchange of India or any other country.

6.11 **“IT Act”** means the Income Tax Act, 1961 and ordinances, circulars and notifications issued thereunder, rules and regulations made thereunder and shall include any statutory modifications, re-enactment or amendment thereof for the time being in force.

6.12 **“Law”** shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, approval, directive, guideline, requirement or other governmental restriction, or any

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similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Governmental Authority having jurisdiction over the matter in question.

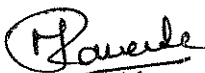
**6.13 “Pune Undertaking” or “Demerged Undertaking”** shall mean all the business of Pune Undertaking including activities, properties, investments and liabilities, of whatsoever nature and business on going concern basis as on the Appointed Date including, but not limited to, the following:

a) **Contracts and other similar rights:** All agreements, rights, contracts, purchase orders, entitlements, licenses, authorisations, permits, allotment orders, allotted capacities, connectivity approvals, long term open access, lease deed, sub-lease deeds, implementation and support agreements, debenture trust deed, permissions, incentives, approvals, registrations, subsidies, concessions, grants, rights, claims, leasehold rights, tenancy rights, liberties, special status and other benefits or privileges and claims as to any patents, trademarks, designs, quotas, rights, engagements, arrangements, authorities, allotments, security arrangements, benefits of any guarantees, insurance policies, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the Demerged Company’s business activities and operations in relation to the assets and rights (whether tangible / intangible, real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent) which are used and / or proposed to be used for Pune Undertaking;

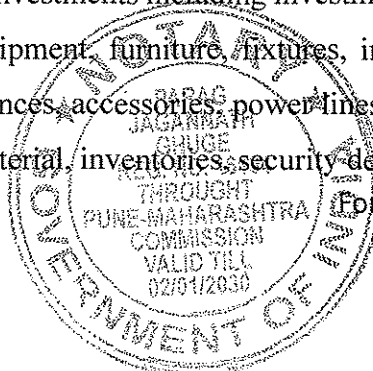
b) **Employees:** All the employees of the Demerged Company employed in and/ or all other persons that have been engaged for the purpose of carrying out the activities in relation to Pune Undertaking of the Demerged Company;

c) **Movable Assets:** All the movable assets (including cash and cash equivalents and deposits with banks) and properties (whether tangible or intangible, real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent) of the Demerged Company in relation to Pune Undertaking, whether situated in India or abroad, including, but not limited to property, plant and equipment, plant and machinery, transmission lines, material for transmission lines, design and drawings, Investments including investment in Solidus Global LLC, computers, equipment, furniture, fixtures, interiors, office equipment, vehicles, appliances, accessories, power lines, capital work in progress, all stocks of material, inventories, security deposits, contingent rights or

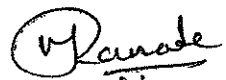
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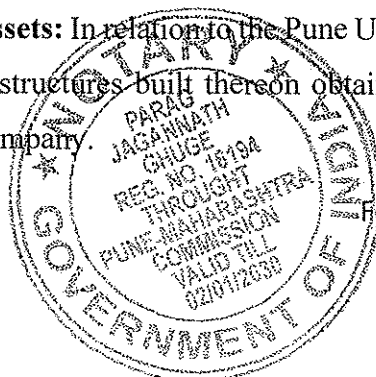
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benefits, sundry debtors, trade receivables, book debts, receivables, actionable claims, earnest moneys, advances or deposits paid by the Demerged Company, financial assets, finance lease receivables, loans and advances and other current assets, leases (including but not limited to lease rights of the Demerged Company), hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, bids, tenders, letters of intent, expressions of interest, development rights (whether vested or potential and whether under agreements or otherwise), municipal permissions, tenancies or license in relation to the immovable properties (including for the employees or other persons), intangible assets (including but not limited to software, designs), trade and service names and marks, patents, copyrights, designs and other intellectual property rights of any nature whatsoever, rights to use and available of telephones, telexes, facsimile, e-mail, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, title, interests, other benefits (including tax benefits), assets held by or relating to any Demerged Company employee benefit plan, insurance claims receivable, incentives, GST credits or set-offs and tax refunds, TDS credit, TCS credit, advance tax or refunds, rights, easements, privileges, liberties and advantages of whatsoever nature and where so ever situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Demerged Company or in connection with or relating to the Demerged Undertaking and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Demerged Company, in each case, whether in India or abroad in connection to the Demerged Undertaking.


- d) **Immovable Assets:** In relation to the Pune Undertaking, all the Lands and any concrete structures built thereon owned by the Demerged Company.
- e) **Leasehold Assets:** In relation to the Pune Undertaking, all the Lands and any concrete structures built thereon obtained on lease/ license by the Demerged Company.

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- f) **Entitlements:** All right, title, interest, share, claim, privilege, benefit, entitlement, liability, duty, obligation of any nature (including leasehold rights for the immovable property, right-of-use assets, licenses for any property and development rights) whatsoever in relation to or arising out of and entitlements by whatever name called at present or in the future in relation to Pune Undertaking or its individual assets;
- g) **Liabilities:** All liabilities and all debts, guarantees assurances, commitments, obligations loans, and undertakings of any kind, nature and description whatsoever and howsoever arising, present or future and including, without limitation, borrowings, working capital facilities, lease liabilities, advances from customers, contract liabilities, unearned revenues, trade payable, finance liabilities, other current liabilities, provisions, security deposits received, liabilities and obligations for securities and guarantees given, bills payable, interest, whether, fixed, contingent, or absolute, secured or unsecured asserted or un-asserted, matured or not liquidated or unliquidated, accrued or not accrued known or un-known, due or to become due whenever or however arising including contingent liabilities, duties, taxes and obligations in relation to Pune Undertaking of the Demerged Company.
- h) Any Assets, Liabilities, Employees, Agreements, Undertakings, Activities, Operations, Properties including cash and bank balances that are determined by the Boards of the Demerged and the Resulting Company relating to or which are necessary or in connection with the activities/ operations of or forming part of Pune Undertaking.

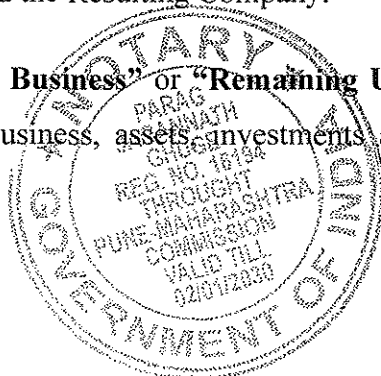
It is intended that the definition of Pune Undertaking under this sub-clause would enable the transfer of all property, assets, investments, liabilities, rights, obligations, entitlements, know-how and benefits of the Pune Undertaking to the Resulting Company pursuant to this Scheme, without any further act or deed. Any question that may arise as to whether a specific asset or liability pertains or does not pertain to the Pune Undertaking shall be decided by mutual agreement between the Board of Directors of the Demerged Company and the Resulting Company for Part II of the Scheme.

6.14 “NCLT” or “Tribunal” means Hon’ble National Company Law Tribunal, Mumbai Bench, Mumbai having jurisdiction in relation to the Demerged Company and the Resulting Company.

6.15 “Remaining Business” or “Remaining Undertaking” means all present and future business, assets, investments and liabilities of the Demerged

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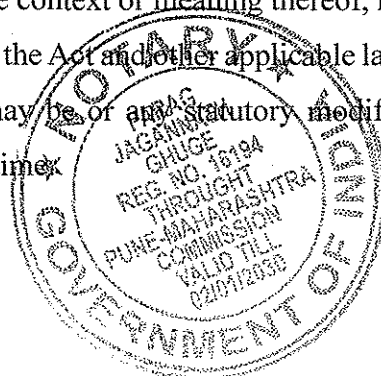
Company other than the Pune Undertaking, all other business units, undertakings, divisions and their respective assets and liabilities including portion of general or multipurpose borrowings, contracts and employees not related to the Pune Undertaking of the Demerged Company and balance of common assets, if any, such as cash and cash equivalents including deposits with the banks, etc. identified to be retained in the Demerged Company by the Board of Directors of the Demerged Company and the Resulting Company.

- 6.16 “Record Date”** means the date to be fixed by the Board of Directors of Demerged Company and Resulting Company for the purpose of issue of preference shares of Resulting Company to the shareholders of Demerged Company and for cancellation of Equity Shares of each company in accordance with this scheme.
- 6.17 “Resulting Company” or “Solidus Finefab”** means Solidus Finefab Private Limited (CIN: U27104PN2024PTC228478, a company incorporated under the Companies Act, 2013, and having its registered office at F2 1001 Success Tower S. No, 37/2State Bank NGR Pashan, N.C.L. Pune, 411008, Maharashtra, India.
- 6.18 “RoC”** means the Registrar of Companies, Maharashtra at Pune having jurisdiction in relation to the Demerged Company and the Resulting Company.
- 6.19 “Scheme” or “the Scheme” or “this Scheme”** means this Scheme of Arrangement of Demerger of Pune Undertaking including Annexures and Parts in its present form submitted or as amended or modified by an agreement between the Companies, submitted to the Honourable NCLT for approval, with any modifications, thereof as may be approved or imposed or directed by the Hon’ble NCLT or any other appropriate authority.
- 6.20 “Transition period”** means period starting from the date immediately after the Appointed Date as applicable to the relevant part of the Scheme till the last of the date on which all the conditions stipulated in clause 22 of this Scheme are fulfilled.

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.

For Solidus Hi-Tech Product Pvt. Ltd.

  
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For SOLIDUS FINEFAB PVT. LTD.

  
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## 7. SHARE CAPITAL

7.1 The Authorized, Issued, Subscribed and Paid up Share Capital of Solidus or the Demerged Company as per audited balance sheet as on 31 March 2025 is as under:

Particulars	Amount (IN R)
<i>Authorised Capital</i>	
27,50,000 Equity shares of Rs. 10/- each	2,75,00,000
<b>Total</b>	<b>2,75,00,000</b>
<i>Issued, subscribed and, paid-up Share Capital</i>	
17,50,000 Equity shares of Rs. 10/- each fully paid up	1,75,00,000
<b>Total</b>	<b>1,75,00,000</b>

As on the date of approval of the Scheme by the Board of Directors of Solidus, there is no change in the authorised, issued, subscribed and paid-up share capital of Solidus.

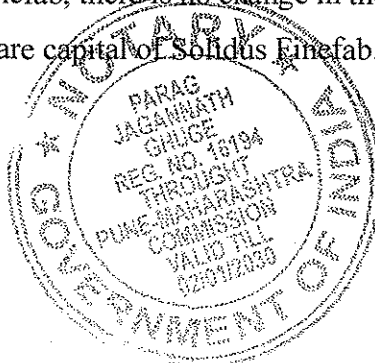
7.2 The Authorized, Issued, Subscribed and Paid-up Share Capital of Solidus Finefab or the Resulting Company as per audited balance sheet as on 31 March 2025 is as under:

Particulars	Amount (INR)
<i>Authorised Capital</i>	
10,000 Equity Shares of INR 10 each	1,00,000
<b>Total</b>	<b>1,00,000</b>
<i>Issued, subscribed and, paid-up Share Capital</i>	
1000 Equity Shares of INR 10 each	10,000
<b>Total</b>	<b>1,00,000</b>

As on the date of approval of the Scheme by the Board of Directors of Solidus Finefab, there is no change in the authorised, issued, subscribed and paid-up share capital of Solidus Finefab.

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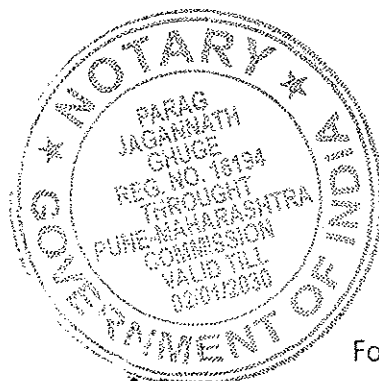
For SOLIDUS FINEFAB PVT. LTD.

  
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**8. OPERATIONALIZATION OF THE SCHEME**

This Scheme shall become effective (irrespective of when any of the individual actions under Clause 22 have been completed), with effect from the Appointed Date.

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For Solidus Hi-Tech Product Pvt. Ltd.

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Authorised Signatory

For SOLIDUS FINEFAB PVT. LTD.

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Authorised Signatory

## PART II

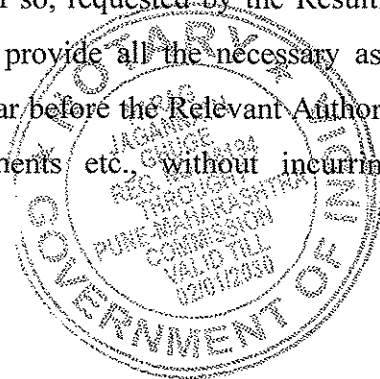
**DEMERGER OF PUNE UNDERTAKING FROM THE DEMERGED  
COMPANY TO THE RESULTING COMPANY AND ITS TRANSFER  
AND VESTING IN THE RESULTING COMPANY AND MATTERS  
CONSEQUENTIAL AND INCIDENTAL THERETO**

**9. VESTING OF BUSINESS**

Upon the Scheme becoming effective and with effect from the Appointed Date, the Pune Undertaking shall, subject to the provisions of this Clause 9 in relation to the mode of transfer and vesting and pursuant to Section 230 to Section 232 of the Act along with Section 2(19AA) of the IT Act and without any further act or deed, be demerged from the Demerged Company and shall stand absolutely, unconditionally and irrevocably transferred to and vested in the Resulting Company or be deemed to have been demerged from the Demerged Company and absolutely, unconditionally and irrevocably transferred to and vested in the Resulting Company as a going concern, so as to become as and from the Appointed Date, the estate, immovable property, Leasehold property, movable property, assets, approvals, agreements, contracts and similar rights, cash and bank balances, claims, title, interest and authorities of the Resulting Company, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or financial institutions and transfer of contracts/deeds, approvals and rights as envisaged herein.

Upon the Scheme coming into effect, the Resulting Company may, if so, required under any applicable law or otherwise, at any time after the Scheme becoming effective, in accordance with the provisions hereof, execute or enter into any arrangements, conveyance, confirmations, deeds, documents, letters or any other instruments relating to the Pune Undertaking with any party to any contract or agreements to which the Resulting Company is a party. For such purposes, if so, requested by the Resulting Company, the Demerged Company shall provide all the necessary assistance, sign the necessary documents, appear before the Relevant Authorities including for registration of the documents etc., without incurring any monetary obligation for such actions.

**9.1 ASSETS**



For Solidus Hi-Tech Product Pvt. Ltd.

  
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For SOLIDUS FINEFAB PVT. LTD.

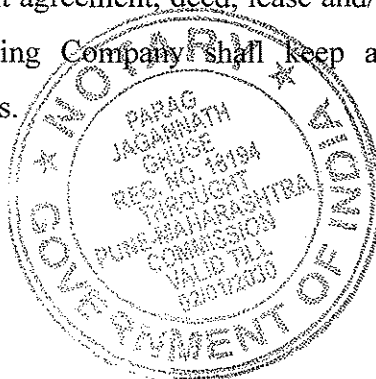
  
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Without prejudice to the generality of Clause above, the assets of the Pune Undertaking shall stand transferred to and vested in the Resulting Company in the following manner:

- 9.1.1 Such of the assets of the Pune Undertaking as are movable in nature, and/or otherwise capable of transfer by manual or constructive delivery and/or endorsement and delivery, the same may, upon coming into effect of this Scheme, be so transferred to the Resulting Company, and shall become the assets of the Resulting Company and title to the assets will be deemed to have been vested accordingly without requiring any deed or instrument of conveyance pursuant to the provisions of Sections 230 to 232 of the Act and shall upon such transfer and vesting become the property and an integral part of the Resulting Company.
- 9.1.2 All leasehold properties will stand transferred to and be vested in the Resulting Company, without any further act, instrument or deed and pursuant to the provisions of Sections 230 to 232 of the Act. For the purpose of giving effect to the vesting order passed under Section 232 of the Act in respect of the Scheme, the Resulting Company shall be entitled to exercise all the rights and privileges and discharge all the obligations, in relation to or applicable to all such leasehold properties, including mutation and/or substitution of the interest in the immovable properties which shall be made and duly recorded by the appropriate authority(ies) in favour of the Resulting Company pursuant to the sanction of the Scheme by the NCLT and upon the effectiveness of this Scheme in accordance with the terms hereof without any further act or deed to be done or executed by the Demerged Company and/or the Resulting Company. It is clarified that the Resulting Company shall be entitled to engage in such correspondence and make such representations, as may be necessary for the purposes of the aforesaid mutation and/or substitution. Notwithstanding any provision to the contrary, from the Effective Date and until the leasehold properties and related rights thereto, license/right to use the immovable property, tenancy rights, liberties and special status are transferred, vested, recorded, effected and/or perfected, in the record of the appropriate authority, in favour of the Resulting Company, the Resulting Company is deemed to be authorised to carry on the business in the name and style of the Demerged Company under the relevant agreement, deed, lease and/or license, as the case may be, and the Resulting Company shall keep a record and/or account of such transactions.

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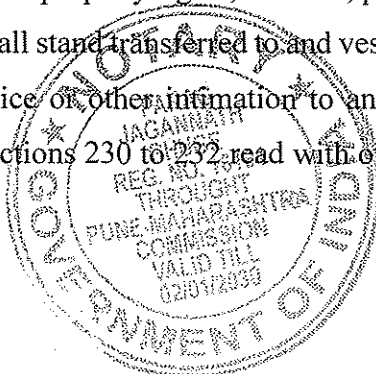
  
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9.1.3 All immovable properties (including land together with the buildings and structures standing thereon) of the Pune Undertaking and all documents of title, rights and easements in relation thereto, will stand transferred to and be vested in the Resulting Company, without any further act, instrument or deed and pursuant to the provisions of Sections 230 to 232 of the Act. For the purpose of giving effect to the vesting order passed under Section 232 of the Act in respect of the Scheme, the Resulting Company shall be entitled to exercise all the rights and privileges and discharge all the obligations, in relation to or applicable to all such immovable properties, including mutation and/or substitution of the title to, or interest in the immovable properties which shall be made and duly recorded by the appropriate authority(ies) in favour of the Resulting Company pursuant to the sanction of the Scheme by the NCLT and upon the effectiveness of this Scheme in accordance with the terms hereof without any further act or deed to be done or executed by the Demerged Company and/or the Resulting Company. It is clarified that the Resulting Company shall be entitled to engage in such correspondence and make such representations, as may be necessary for the purposes of the aforesaid mutation and/or substitution. Notwithstanding any provision to the contrary, from the Effective Date and until the immovable properties are transferred, vested, recorded, effected and/or perfected, in the record of the appropriate authority, in favour of the Resulting Company, the Resulting Company is deemed to be authorised to carry on the business in the name and style of the Demerged Company under the relevant agreement or deed, as the case may be, and the Resulting Company shall keep a record and/or account of such transactions.

9.1.4 In respect of assets of the Pune Undertaking other than those dealt with in Clause 9.1.1, Clause 9.1.2 and Clause 9.1.3 above, including but not limited to property, plant and equipment, plant and machinery, material for transmission lines, design and drawings, power lines, capital work in progress, all stocks of material, inventories, sundry debtors, trade receivables, actionable claims, financial assets, Investment in subsidiary(ies) including foreign subsidiary, bills, credits, loans, advances and other current assets, security deposits, whether recoverable in cash or in kind or for value to be received, identified portion of cash and cash equivalents including deposit with banks, intangible assets including but not limited to software, design, intellectual property rights, licenses, privileges, benefits, incentives, etc.; the same shall stand transferred to and vested in the Resulting Company without any notice or other intimation to any person in pursuance of the provisions of Sections 230 to 232 read with other relevant provisions of the

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Act to the end and intent that the right of the Demerged Company to recover or realise the same stands transferred to the Resulting Company. The Resulting Company may, at its sole discretion but without being obliged, give notice in such form as it may deem fit and proper, to such person, as the case may be, that the said receivables, bill, credit, loan, advance or deposit stands transferred and vested in the Resulting Company and that appropriate modification should be made in their respective books/records to reflect the aforesaid changes.

9.1.5 For 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 bank accounts of the Demerged Company, in relation to or in connection with the Pune Undertaking, has been replaced with that of the Resulting Company, the Resulting Company shall be entitled to operate the bank account of the Demerged Company, in relation to or in connection with the Pune Undertaking, in the name of the Demerged Company in so far as may be necessary.

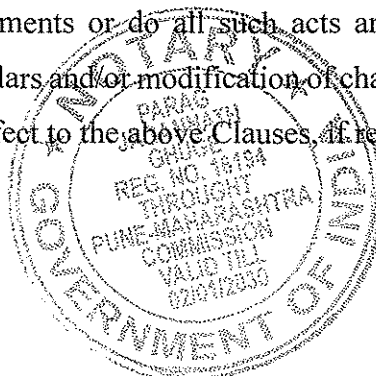
9.1.6 In so far as the assets of the Pune Undertaking are concerned, any Encumbrance over them, to the extent that such Encumbrance relates to any liabilities (other than the liabilities of the Pune Undertaking) of the Demerged Company shall without any further act, instrument or deed be released and such assets shall be free from such Encumbrance and shall no longer be available as a security for any liabilities of the Demerged Company. The absence of any formal amendment which may be required by a lender or a third party to effect such release shall not affect the operation of the foregoing sentence.

9.1.7 In so far as the assets of the Remaining Business is concerned, any Encumbrance over them, to the extent they relate to the Pune Undertaking transferred liabilities, without any further act, instrument or deed be realised and discharge from such security. The absence of any formal amendment which may be required by a lender or a third party to effect such release shall not affect the operation of the foregoing sentence.

9.1.8 Without prejudice to what is stated in Clauses 9.1.6 to 9.1.7 above, the Demerged Company and the Resulting Company shall execute such documents/instruments or do all such acts and deeds including filing of necessary particulars and/or modification of charge with the concerned RoC, to give formal effect to the above Clauses, if required.

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9.1.9 In so far as various incentives, subsidies, exemptions, rehabilitation schemes, special status, service tax benefits, goods and service tax benefits, other indirect tax benefits and income tax holiday/benefit/losses and other benefits or exemptions or privileges enjoyed, granted by any Government body, regulatory authority, local authority or by any other person, or availed of by the Demerged Company are concerned, the same shall, without any further act or deed, in so far as they relate to Pune Undertaking, vest with and be available to the Resulting Company on the same terms and conditions as if the same had been allotted and/or granted and/or sanctioned and/or allowed to the Resulting Company.

9.1.10 Any determination of the value of an asset or liability of the Pune Undertaking for the sole purpose of payment of stamp duty, registration fees or other similar taxes, if any, shall not be regarded as assignment of values to individual asset or liability.

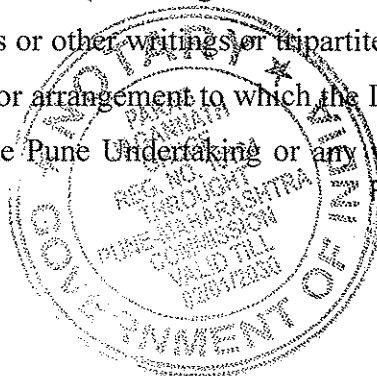
## 9.2 TRANSFER OF CONTRACT, DEEDS, ETC.

9.2.1 Upon coming into effect of this Scheme and subject to the provisions of this Scheme, all agreements, rights, contracts, purchase orders, deeds, bonds, allotment orders, allotted capacities, connectivity approvals, long term open access, lease deed, sub-lease deeds, implementation and support agreements, permissions, leasehold rights, insurance policies, undertakings including bond cum legal undertaking, schemes, arrangements and other instruments of whatsoever nature in relation to the Pune Undertaking, to which the Demerged Company is a party or to the benefit of which the Demerged Company may be eligible, and which is subsisting or have effect immediately before the Effective Date, shall continue in full force and effect against or in favour, as the case may be, of the Resulting Company and may be enforced as fully and effectually as if, instead of the Demerged Company, the Resulting Company had been a party or beneficiary or obligee thereto.

9.2.2 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Pune Undertaking occurs by virtue of this Scheme itself, the Resulting Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any Law or otherwise, take such actions and execute such deeds (including deeds of adherence), novations, declarations, confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which the Demerged Company is a party in relation to the Pune Undertaking or any writings as may be necessary in For SOLIDUS FINEFAB PVT. LTD.

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order to give formal effect to the provisions of this Scheme. The Resulting Company shall be deemed to be authorised to execute any such writings on behalf of the Demerged Company and to carry out or perform all such formalities or compliances referred to above on the part of the Resulting Company to be carried out or performed.

9.2.3 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 approvals, consents, benefits, registrations, entitlements, credits, permissions, licenses, certificates, no objection certificates, exemptions, concessions, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Demerged Company in relation to the Pune Undertaking Operation shall stand transferred to the Resulting Company as if the same were originally given by, issued to or executed in favour of the Resulting Company, and the Resulting Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Resulting Company. The Resulting Company shall make applications to any Governmental Authority as may be necessary in this behalf.

9.2.4 Without prejudice to the aforesaid, it is clarified that if any assets (estate, claims, rights, title, interest in or authorities relating to such assets) or any contract, deeds, lease deed, sub-lease deeds, implementation and support agreements, connectivity approvals, long term open access, bonds, undertakings, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the Pune Undertaking which the Demerged Company own or to which the Demerged Company is a party to, cannot be transferred to the Resulting Company for any reason whatsoever, the Demerged Company shall hold such assets or contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of the Resulting Company, insofar as it is permissible so to do, till such time as the transfer is effected.

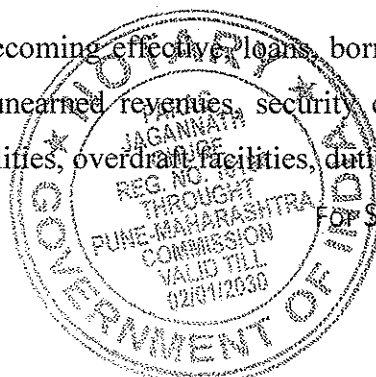
### 9.3 LIABILITIES

a. Without prejudice to the generality of Clause above, the liabilities of the Pune Undertaking shall stand transferred to and vested in the Resulting Company in the following manner:

9.3.1 Upon the Scheme becoming effective, loans, borrowings, lease liabilities, contract liabilities, unearned revenues, security deposits received, debts, liabilities, credit facilities, overdraft facilities, duties and obligations, of the

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Demerged Company forming part of the Pune Undertaking which may accrue or arise or relate to the period on or before the Effective Date shall, to the extent they are outstanding on the Effective Date, without any further act or deed become the loans, borrowings, lease liabilities, contract liabilities, unearned revenues, security deposits received, debts, liabilities, credit facilities, overdraft facilities, duties and obligations of the Resulting Company and all rights, powers, duties and obligations in relation thereto shall stand transferred to, vested in, and shall be exercised by or against the Resulting Company, as if it has entered into such loans, credit facilities, overdraft facilities or incurred such borrowing, debts, liabilities, duties and obligations. The Resulting Company shall undertake to meet, discharge and satisfy the same to the exclusion of the Demerged Company.

9.3.2 Upon the Scheme becoming effective, loans, borrowings, debts, liabilities, credit facilities, overdraft facilities, duties and obligations of the Demerged Company forming part of the Remaining Business, whether provided for or not in the books of account of the Demerged Company, shall continue to remain as the loans, borrowings, debts, liabilities, duties and obligations of the Demerged Company. The Demerged Company shall undertake to meet, discharge and satisfy the same to the exclusion of the Resulting Company.

9.3.3 Without any prejudice to the provisions of the foregoing Clauses and with effect from the Effective Date, the Demerged Company and the Resulting Company shall enter into and execute such other deeds, instruments, documents and/or writings and/or do all acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the concerned ROC to give formal effect to the provisions of this Clause, if required.

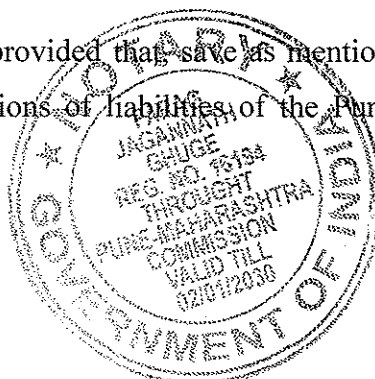
9.3.4 With effect from the Effective Date, the Resulting Company alone shall be liable to perform all obligations in respect of the Pune Undertaking transferred liabilities and the Demerged Company shall not have any obligations in respect of liabilities of the Pune Undertaking transferred.

9.3.5 With effect from the Effective Date, the Demerged Company alone shall be liable to perform all obligations in respect of all debts, liabilities, duties and obligations pertaining to the Remaining Business and the Resulting Company shall not have any obligations in respect of Remaining Business.

9.3.6 It is expressly provided that, save as mentioned in this Scheme, no other terms or conditions of liabilities of the Pune Undertaking transferred is

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modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.

9.3.7 Subject to the necessary consents being obtained, if required, in accordance with the terms of this Scheme, the provisions of this Clause shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document all of which instruments, deeds or writings shall stand modified and/or superseded by the foregoing provisions.

9.3.8 For the removal of doubts, it is provided that after the Effective Date the liabilities which arise out of the activities or operations or actions of the Pune Undertaking shall be borne by the Resulting Company only.

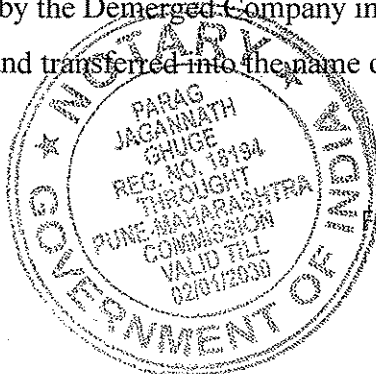
## 10. LEGAL, TAX AND OTHER PROCEEDINGS

10.1 Upon the coming into effect of this Scheme, all legal, tax or other proceedings (including before any statutory or quasi-judicial authority or tribunal) by or against the Demerged Company, under any statute, whether pending on the Appointed Date, or which may be instituted any time in the future and in each case relating to the Pune Undertaking and shall be continued and enforced by or against the Resulting Company after the Effective Date. In the event that the legal proceedings referred to herein require the Demerged Company and the Resulting Company to be jointly treated as parties thereto, the Resulting Company shall be added as a party to such proceedings and shall prosecute and defend such proceedings in co-operation with the Demerged Company. In the event of any difference or difficulty in determining as to whether any specific legal or other proceedings relate to the Pune Undertaking or not, a decision jointly taken by the Board of Directors of the Demerged Company and the Resulting Company in this regard, shall be conclusive evidence of the matter.

10.2 The Resulting Company shall have all legal or other proceedings initiated by or against the Demerged Company with respect to the Pune Undertaking, transferred into its name and to have the same continued, prosecuted and enforced by or against the Resulting Company to the exclusion of the Demerged Company. Any duty/ tax paid under protest or towards stay of any proceedings, by the Demerged Company in direct connection with Pune Business shall stand transferred into the name of Resulting Company.

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## 11. SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of the assets, contracts and deeds etc., liabilities obligations of the Pune Undertaking under Clause 9 and the continuance of the proceedings by or against the Demerged Company under Clause 10 hereof shall not affect any transactions or proceedings already completed by the Demerged Company on or after the Appointed Date to the end and intent that, the Resulting Company accepts all acts, deeds and things done and executed by and/or on behalf of the Demerged Company as acts, deeds and things made, done and executed by and on behalf of the Resulting Company.

## 12. EMPLOYEES

12.1 Upon coming into effect of this Scheme, all the employees relating to the Pune Undertaking that were employed by the Demerged Company, immediately before the Effective Date, shall become employees of the Resulting Company without any break or interruption of service and with the benefit of continuity of service on terms and conditions which are not less favourable than the terms and conditions as were applicable to such employees relating to the Pune Undertaking of the Demerged Company immediately prior to the transfer and vesting of the Pune Undertaking.

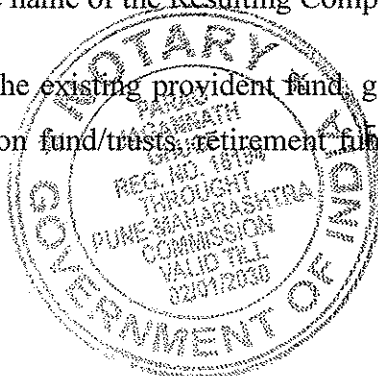
12.2 The Resulting Company agrees that the service of all employees pertaining to the Pune Undertaking with the Demerged Company up to the Effective Date shall be taken into account for the purpose of all retirement benefits to which they may be eligible in the Resulting Company up to the Effective Date. The Resulting Company further agrees that for the purpose of payment of any retrenchment compensation, gratuity or other terminal or retirement benefits, such past service with the Demerged Company, shall also be taken into account and agrees and undertakes to pay the same as and when payable.

12.3 Upon the coming into effect of this Scheme, the Resulting Company shall make all the necessary contributions for such transferred employees relating to the Pune Undertaking, and deposit the same in provident fund, gratuity fund or superannuation fund or any other special fund or staff welfare scheme or any other special scheme. The Resulting Company will also file relevant intimations in respect of employees of the Pune Undertaking to the statutory authorities concerned who shall take the same on record and substitute the name of the Resulting Company for the Demerged Company.

12.4 In so far as the existing provident fund, gratuity fund and pension and /or superannuation fund/trusts, retirement funds of employees state insurance

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schemes or pension scheme or employee deposit linked insurance scheme or any other benefits, if any, created by the Demerged Company for employees of the Pune Undertaking are concerned, such proportion of the funds, contributions to the funds or the scheme or the investments made into the funds relatable to the employees pertaining to the Pune Undertaking as on the Effective Date, who are being transferred along with the Pune Undertaking in terms of the Scheme, upon the coming into effect of this Scheme, shall be transferred to the necessary funds, schemes or trusts of the Demerged Company and till the time such necessary funds, schemes or trusts are created by the Resulting Company, all contribution shall continue to be made to the existing funds, schemes or trusts of the Demerged Company.

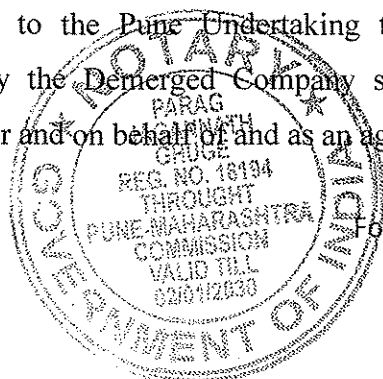
### 13. BUSINESS AND PROPERTY IN TRUST AND CONDUCT OF THE PUNE UNDERTAKING FOR THE RESULTING COMPANY

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


- 13.1 The Demerged Company shall be deemed to have been carrying on and to be carrying on all business and activities relating to the Pune Undertaking and shall hold and stand possessed of and shall be deemed to hold and stand possessed of all the estates, assets, rights, title, interest, authorities, approvals, contracts, investments and strategic decisions of the Pune Undertaking for and on account of, and in trust for, the Resulting Company;
- 13.2 All profits and income accruing or arising to the Demerged Company from the Pune Undertaking, and any cost, charges, losses and expenditure arising or incurred by it (including taxes, if any, accruing or paid in relation to any profits or income) relating to the Pune Undertaking shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure, as the case may be, of the Resulting Company;
- 13.3 Any of the rights, powers, authorities, privileges, attached, related or pertaining to the Pune Undertaking exercised by the Demerged Company shall be deemed to have been exercised by the Demerged Company for and on behalf of, and in trust for and as an agent of the Resulting Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Pune Undertaking that have been undertaken or discharged by the Demerged Company shall be deemed to have been undertaken for and on behalf of and as an agent for the Resulting Company.

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13.4 The Demerged Company undertakes that it will preserve and carry on the business of the Pune Undertaking with reasonable diligence and business prudence and shall not undertake financial commitments or sell, transfer, alienate, charge, mortgage, or encumber the Pune Undertaking or any part thereof or recruit new employees or conclude settlements with union or employees without the concurrence of the Resulting Company or undertake substantial expansion or change the general character or nature of the business of the Pune Undertaking or any part thereof save and except in each case:

- if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the Honourable NCLT; or
- if the same is expressly permitted by this Scheme; or
- if the prior written consent of the Board of Directors of the Demerged Company has been obtained.

13.5 The Resulting Company and/or the Demerged Company shall be entitled, pending sanction of the Scheme, to apply to the Central/State Government(s), regulatory/local/administrative bodies and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which the Demerged Company may require to carry on the business of the Pune Undertaking.

#### 14. TAXES

14.1 The Resulting Company will be the successor of the Demerged Company vis-à-vis the Pune Undertaking only. Hence, it will be deemed that the benefit of any tax credits whether central, state or local, availed vis-à-vis the Pune Undertaking and the obligations if any for payment of the tax on any assets or income of the Pune Undertaking or their erection and / or construction, etc. shall be deemed to have been availed by the Resulting Company or as the case may be deemed to be the obligations of the Resulting Company.

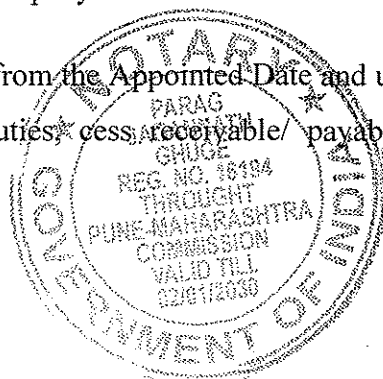
14.2 All tax holiday granted by any Government body, regulatory authority, local authority, by any other person or law or availed of by the Demerged Company, are concerned, the same shall, without any further act or deed, in so far as they relate to Pune Undertaking vest with and be available to the Resulting Company on the same terms and conditions.

14.3 With effect from the Appointed Date and upon the Scheme being effective, all taxes, duties, cess, recoverable/ payable by the Demerged Company

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relating to the Pune Undertaking including all or any refunds/ input tax credit/ TDS credit/ MAT credit/ TCS credit / Advance tax / claims/ tax losses / unabsorbed depreciation relating thereto shall be treated as the asset/ liability or refunds/ TDS credit/ MAT credit/ TCS credit / Advance tax / claims/ tax losses / unabsorbed depreciation, as the case may be, of the Resulting Company.

**14.4** It is further clarified that the Resulting Company shall be entitled to claim deduction under Section 40(a), Section 40A, Section 43B and other applicable provisions of the IT Act in respect of unpaid liabilities transferred to it as part of the Pune Undertaking to the extent not claimed by the Demerged Company, as and when the same are paid by the Resulting Company subsequent to the Appointed Date.

**14.5** The Demerged Company and the Resulting Company are expressly permitted to revise their tax returns including tax deducted at source (TDS) certificates/ returns and to claim refunds, advance tax credits, excise, service tax and GST credits, set off, etc., on the basis of the accounts of the Pune Undertaking as vested with the Resulting Company upon the coming into effect of this Scheme.

## **15. CONSIDERATION**

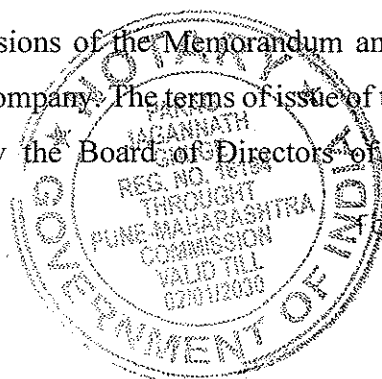
**15.1** In consideration of the demerger including the transfer and vesting of the Pune Undertaking, the Resulting Company shall, without any further application or deed, issue 1 (one) 0.01% Non-Cumulative Redeemable Preference share of INR 10 each to every Equity Shareholder (whose name appears in the register of members of the Demerged company as on the Record Date) of the Demerged Company for every 4 (Four) Equity Shares held in the Demerged Company by such Equity Shareholder. *(The new preference shares issued pursuant to this Clause 15 are hereinafter referred to as "New Shares")*.

**15.2** The above is in accordance with the Valuer's Opinion dated 07 July, 2025 issued by Mr. Pruthvi Praful Mota, Independent Registered Valuer (Valuer Registration No. IBBI/RV/06/2022/15190).

**15.3** The New Shares issued and allotted by the Resulting Company in terms of this Scheme to the shareholders of the Demerged Company shall be subject to the provisions of the Memorandum and Articles of Association of the Resulting Company. The terms of issue of these preference shares have been approved by the Board of Directors of the Resulting Company, while

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approving this Scheme and are attached to this Scheme as **Annexure 1**. These terms will form part of the Articles of Association of the Resulting Company. The Resulting Company may amend or modify these terms with the prior approval of majority of holders of such New Shares and the existing shareholders of the Resulting Company at the time of such amendment/ modification.

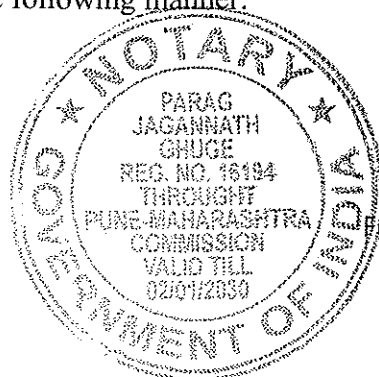
- 15.4** The new share certificates shall be issued and delivered by registered post to such Eligible Equity Shareholders of Transferor Company for the number of shares they are entitled to under the Scheme.
- 15.5** The Transferee Company shall, to the extent required, alter, increase or reclassify its authorized share capital in order to issue New Shares. Further, the Transferee Company shall comply with the provisions of the Act to alter, increase or reclassify its authorized share capital.
- 15.6** It is clarified that the approval of the shareholders of the Transferee Company to this Scheme shall be deemed to be their consent / approval also to the consequential alteration of its memorandum of association and articles of association pursuant to Clause 15 of this Scheme and the Transferee Company shall not be required to seek separate consent / approval of its shareholders for such alteration, as required under Sections 13, 14, 42, 61, 64, and any other applicable provisions of the Act.

## **16. ACCOUNTING TREATMENT**

Upon the scheme becoming effective, the Demerged Company and Resulting Company shall comply with generally accepted accounting practices in India, provisions of the Act and accounting standards as notified by Section 133 of the Act under the Companies (Accounting Standards) Rules, 2021 as amended from time to time, in relation to the underlying transactions in the Scheme.

### **16.1 ACCOUNTING TREATMENT IN THE BOOKS OF THE DEMERGED COMPANY:**

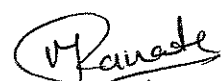
Upon the Scheme becoming effective, the Demerged Company shall account for the demerger of the Demerged Undertaking in its books of accounts in the following manner:



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- a. The Demerged Company shall reduce the carrying value of the assets and liabilities of the Demerged Undertaking transferred to and vested in the Resulting Company;
- b. The difference between the carrying value of the assets and liabilities of the Demerged Undertaking transferred to the Resulting Company shall be debited first to Securities Premium and balance, if any, shall be debited to general reserves in the books of the Demerged Company.

#### 16.2 ACCOUNTING TREATMENT IN THE BOOKS OF THE RESULTING COMPANY:

Upon the Scheme becoming effective, the Resulting Company shall account for the demerger of the Demerged Undertaking in its books of account in the following manner:

- a. All assets and liabilities of the Demerged Undertaking shall be recorded for in the books of the Resulting Company at their respective carrying values as appearing in the books of accounts of the Demerged Company;
- b. The Resulting Company shall credit its Share Capital Account in its books of accounts with the aggregate face value of the Redeemable Preference Shares issued to the shareholders of the Demerged Company pursuant to Clause 15.1 of this Scheme.
- c. The difference, if any, between the amount of the assets and liabilities of the Demerged Undertaking transferred and vested in the Resulting Company and the value of Redeemable Preference Shares issued pursuant to Clause 15.1, would be adjusted in the general reserves of the Resulting Company.

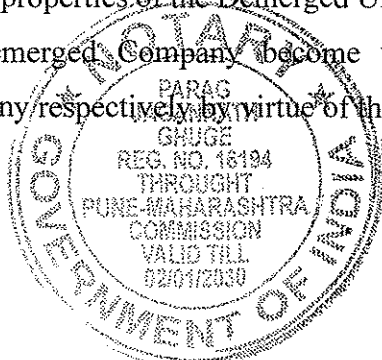
#### 17. TREATMENT OF THE SCHEME FOR THE PURPOSES OF INCOME-TAX ACT, 1961

The provisions of Part II of this Scheme have been drawn up to comply with the conditions relating to "Demerger" as defined under Section 2(19AA) and section 2(41A) of the IT Act such that.

- All the properties of the Demerged Undertaking(s) being transferred by the Demerged Company become the properties of the Resulting Company respectively by virtue of the demerger;

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- All the liabilities relating to the Demerged Undertaking(s) being transferred by the Demerged Company, immediately before the demerger become the liabilities of the respective the Resulting Company by virtue of the demerger;
- The properties and the liabilities, if any, relating to the Demerged Undertaking(s) being transferred by the Demerged Company are transferred to the Resulting Company respectively at the values appearing in the books of account of the Demerged Company immediately before the demerger;
- The Resulting Company respectively shall issue shares to the shareholders of the Demerged Company as consideration for the demerger on a proportionate basis, in accordance with the provisions of this Scheme;
- All the shareholders of the Demerged Company shall become the shareholders of the Resulting Company respectively by virtue of the demerger; and
- The transfer of the Demerged Undertaking(s) will be on a going concern which constitute independent business activities.

If any of the terms or provisions of Part II of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section 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 IT Act shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(19AA) and section 2(41A) of the IT Act. Such modifications will however not affect the other parts of the Scheme.

Accumulated Loss or allowance of Unabsorbed Depreciation of the Demerged Company, to the extent directly relating to Pune Business shall be allowed to be carried forward and set off in the hands of resulting company as per Section 72A(4) of the IT Act.

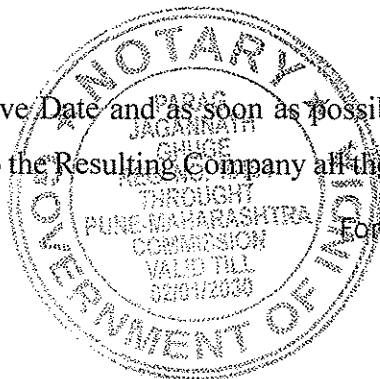
## 18. OTHER

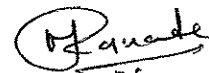
- 18.1 After the Effective Date and as soon as possible, the Demerged Company shall handover to the Resulting Company all the relevant records, title deeds,

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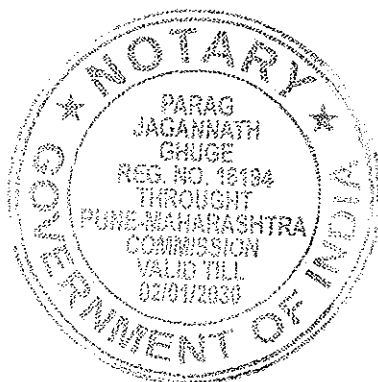
  
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contracts, agreements, licences, instruments and all other documents and information pertaining to the assets, properties, rights, privileges, liabilities and obligations etc. of the Pune Undertaking which shall stand transferred to and vested in the Resulting Company in terms of this Scheme.



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**Part III****REMAINING BUSINESS OF THE DEMERGED COMPANY****19. REMAINING BUSINESS TO CONTINUE WITH THE DEMERGED COMPANY**

**19.1** The Remaining Business and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by Demerged Company subject to the provisions of the Scheme.

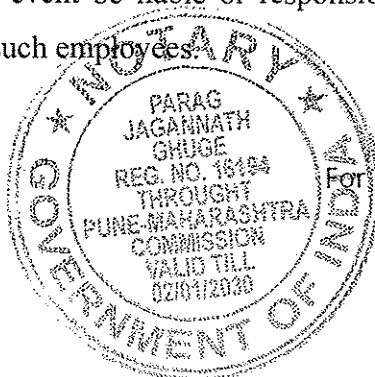
**19.2** All legal or other proceedings by or against the Demerged Company under any statute, whether pending on the Appointed Date for Part II or which may be instituted in future whether or not in respect of any matter arising before the Effective Date and relating to the Remaining Business (including those relating to any property, right, power, liability, obligation or duties of the Demerged Company in respect of the Remaining Business) shall be continued and enforced by or against the Demerged Company and the Resulting Company shall in no event be responsible or liable in relation to any such legal or other proceedings by or against the Demerged Company.

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

- the Demerged Company shall carry on and shall be deemed to have been carrying on all business and activities relating to the Remaining Business for and on its own behalf;
- all profits and income accruing or arising to the Demerged Company, and any cost, charges, losses and expenditure arising or incurred by it (including taxes, if any, accruing or paid in relation to any profits or income) relating to the Remaining Business shall, for all purposes, be treated as and be deemed to be the profits income, losses or expenditure, as the case may be, of the Demerged Company; and
- all employees relatable to the Remaining Business shall continue to be employed by the Demerged Company and the Resulting Company shall not in any event be liable or responsible for any claims whatsoever regarding such employees.

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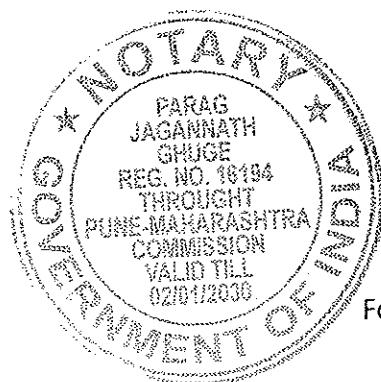
  
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**PART IV**  
**GENERAL TERMS AND CONDITIONS APPLICABLE TO THE**  
**SCHEME**

**20. APPLICATIONS TO THE HON'BLE NCLT**

The Demerged Company and the Resulting Company shall, with all reasonable dispatch, make applications/ petitions, under Sections 230 to 232 of the Act and other applicable provisions of the Act to the Hon'ble NCLT for seeking sanction of this Scheme and for such order as the Hon'ble NCLT may deem fit for bringing the scheme into effect and all matters ancillary or incidental thereto.

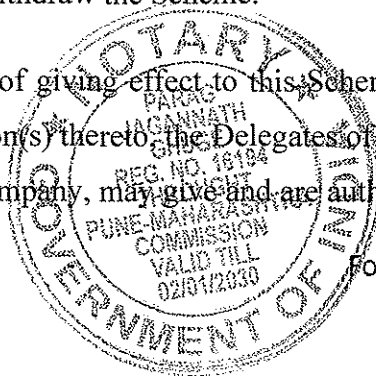
**21. MODIFICATIONS OR AMENDMENTS TO THE SCHEME**

**21.1** The Demerged Company and the Resulting Company by their respective Board of Directors or any Director/ Executive/ Employee authorised in that behalf (hereinafter referred to as the "Delegates") may assent to, or make, from time to time, any modification(s) or addition(s) to this Scheme which the NCLT or any authorities under law may deem fit to approve of or may impose and which the Board of Directors of the Demerged Company and the Resulting Company, may in their discretion accept, or such modification(s) or addition(s) as the Board of Directors of the Demerged Company and the Resulting Company, or as the case may be, their respective Delegates may deem fit, or require for the purpose of resolving any doubts or difficulties that may arise in carrying out this Scheme. The Demerged Company and the Resulting Company, by their respective Board of Directors or Delegates are authorised to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect, or review the position relating to the satisfaction of the conditions of this Scheme and if necessary, waive any of such conditions (to the extent permissible under law) for bringing this Scheme into effect, and/or give such consents as may be required in terms of this Scheme. In the event that any conditions are imposed by the NCLT or any authorities, which the Board of Directors of the Demerged Company and the Resulting Company, find unacceptable for any reason, then the Demerged Company and the Resulting Company, shall be at liberty to withdraw the Scheme.

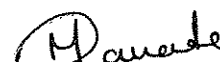
**21.2** For the purpose of giving effect to this Scheme or to any modification(s) thereof or addition(s) thereto, the Delegates of the Demerged Company and the Resulting Company, may give and are authorised to determine and give

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all such directions as are necessary for settling or removing any question of doubt or difficulty that may arise under this Scheme or in regard to the meaning or interpretation of any provision of this Scheme or implementation thereof or in any matter whatsoever connected therewith or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any such conditions (to the extent permissible in law) and such determination or directions or waiver, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme. For the avoidance of doubt, it is clarified that where this Scheme requires the approval of the Board of Directors of the Demerged Company and the Resulting Company, to be obtained for any matter, the same may be given through their Delegates.

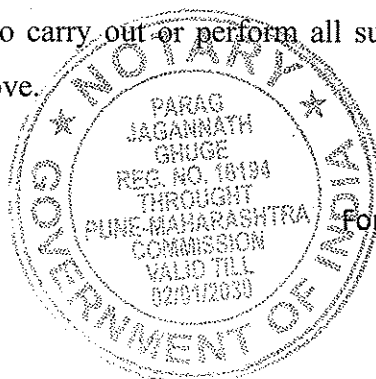
## 22. SCHEME CONDITIONAL UPON APPROVALS /SANCTION

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

- 22.1 The sanction or approval of the authorities concerned being obtained and granted in respect of any of the matters for which such sanction or approval being required;
- 22.2 The requisite orders of the NCLT referred to in Clause 20 hereof being obtained.
- 22.3 The sanction of the Scheme by the NCLT under Sections 230 to 232 of the Act and to the necessary order sanctioning the Scheme being filed with the Registrar of Companies, Maharashtra at Pune.

## 23. EXECUTING DEEDS OR ARRANGEMENTS TO GIVE EFFECT TO THE SCHEME

- 23.1 The Resulting Company, at any time after the Transition period in accordance with the provisions hereof, along with the Demerged Company, if so required under any law or otherwise, will execute documents, deeds or other writings in relation to Pune Undertaking of the Demerged Company in order to give formal effect to the provisions of the Scheme.
- 23.2 The Demerged Company and the Resulting Company, shall under the provisions of this Scheme, be deemed to be authorised to execute any such writings and to carry out or perform all such formalities or compliances, referred to above.



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**24. MISCELLANEOUS**

- 24.1 Any error, mistake, omission, commission which is apparent and/or absurd in the Scheme should be read in a manner which is appropriate to the intent and purpose of the Scheme.
- 24.2 Even after the Scheme become effective, the Resulting Companies may approach the Hon'ble NCLT for any incidental order(s) to remove any deficiency or overcome any difficulty in implementation of the Scheme or clear any ambiguity or to comply with any statutory requirements which necessitates the order of the Hon'ble NCLT.
- 24.3 The approval of/consent to the Scheme by the Shareholders and the creditors of the Demerged Company and the Resulting Company, pursuant to section 230 to 232 of the Act, shall be deemed to be the compliance with section 66 of the Act and all the applicable provisions of the Act and other Applicable Law for all actions to be taken pursuant to the Scheme.
- 24.4 The Demerged Company and the Resulting Company shall be entitled to restate their financial statements and revise their statutory returns, statutory forms, statutory filings, etc. as may be applicable and required under all applicable and governing regulations for implementation of this Scheme.

**25. BINDING EFFECT**

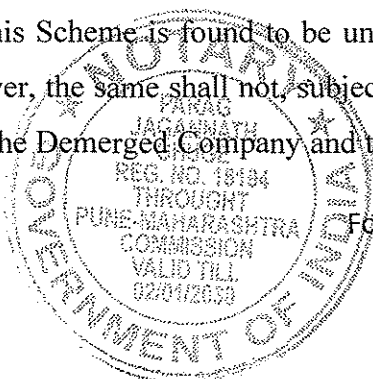
Upon the Scheme becoming effective, the same shall be binding on the Demerged Company and the Resulting Company, and all concerned parties including but not limited to the members, creditors or any other stakeholders (including customers, Lessors, vendors, governmental authorities, etc.) of the Demerged Company and the Resulting Company, without any further act, deed, matter or thing.

**26. SCHEME AS AN INTEGRAL WHOLE AND SEVERABILITY**

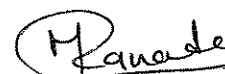
- 26.1 The provisions contained in this Scheme are inextricably inter-linked with the other provisions and the Scheme constitutes an integral whole. The Scheme would be given effect to only if it is approved in its entirety unless specifically agreed otherwise by the respective Board of Directors of the Companies.
- 26.2 If any part of this Scheme is found to be unworkable or unviable for any reason whatsoever, the same shall not, subject to the decision of the Board of Directors of the Demerged Company and the Resulting Company, affect

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the validity or implementation of the other parts and/or provisions of this Scheme.

## 27. EFFECT OF NON-RECEIPT OF APPROVALS

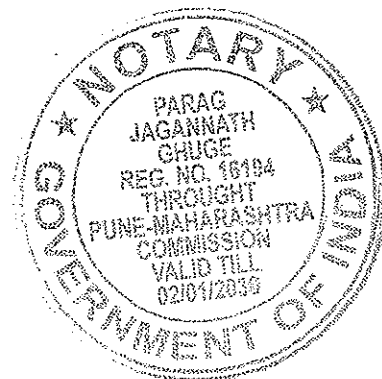
27.1 In case the Scheme is not approved by the Hon'ble NCLT or any of the approvals or conditions enumerated in the Scheme have not been obtained or complied with, or for any other reason, if this Scheme cannot be implemented, then the board of directors of the Demerged Company and the Resulting Company, shall mutually waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement the Scheme shall become null and void and each party shall bear their respective costs, charges and expenses in connection with this Scheme.

27.2 If any part of this Scheme hereof is invalid, held illegal by any court of competent jurisdiction, or unenforceable under any present or future laws, then it is the intention of the parties 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 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.

## 28. COSTS, CHARGES AND EXPENSES

All costs, charges, taxes and other duties and other expenses in relation to or in connection with the Scheme arising out of or incurred in carrying out and the implementation thereof shall be borne by Respective Companies.

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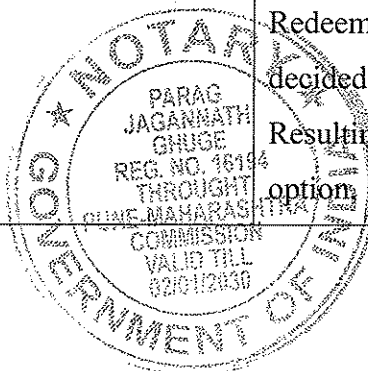
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## Annexure – 1

**Terms of issue of 0.01% Non-Cumulative Redeemable Preference Shares**

The 0.01% Non-Cumulative Redeemable Preference Shares to be issued to shareholders of the Demerged Company as per clause 15 of the Scheme shall be subject to the following terms:

Sr. No.	Particulars	Terms & Conditions
1.	Face Value per share	Rs. 10 (Rupees Ten Only)
2.	Dividend Rate	0.01% p.a. paid yearly at the discretion of the Board of Directors. Preference Shares shall carry preferential right over equity shares to a preference dividend, if declared, in any particular year.
3.	Accumulation of Dividend	Non-cumulative
4.	Convertibility	Non-convertible
5.	Tenure	To be redeemed at the end of 20 (twenty) years from the date of allotment.
6.	Voting rights	Preference shares will have no voting rights and provisions of Section 47 of the Companies Act, 2013 will not apply. Holders of preference shares shall not be entitled to vote at the annual general meetings or extra ordinary general meetings of the Company except where the business to be transacted relates to the right of preference shareholders. However, they shall be entitled to receive notices for the general meetings and attend thereat.
7.	Listing	The Preference Shares will not be listed on any Stock Exchanges.
8.	Redemption terms	Redemption of Preference Shares will be done at par at any time, by and at the discretion of the Resulting Company, prior to the period of 20 (twenty) years from the date of issue of Redeemable Preference Shares as may be decided by the Board of Directors. The Resulting Company, upon exercise of such option will pay the redemption value of the



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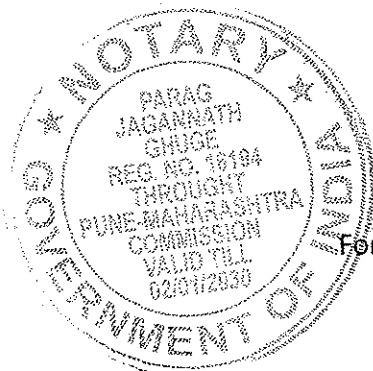
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		Preference Shares along with dividend declared till the date of redemption for that year, if any, up to that date.
9.	Transferability	Transferable subject to applicable approvals.
10.	Variation in terms	The Board of Directors of the Resulting Company shall have the sole discretion subject to approval of holders of the preference shares as laid down under Section 48 of the Companies Act, 2013 to vary the terms of allotment and / or redemption of the Redeemable Preference Shares of Rs.10 each from time to time as it may think fit in the best interest of the Resulting Company.



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