

COMPOSITE SCHEME OF AMALGAMATION AND ARRANGEMENT

AMONGST

REFEX GREEN MOBILITY LIMITED
(‘THE TRANSFEROR COMPANY’ OR ‘RGML’)

AND

REFEX INDUSTRIES LIMITED
(‘THE TRANSFEREE COMPANY’ OR ‘THE DEMERGED COMPANY’ OR ‘RIL’)

AND

REFEX MOBILITY LIMITED
(‘THE RESULTING COMPANY’ OR ‘RML’)

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

(Under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 and the Rules made thereunder)

A) DESCRIPTION OF COMPANIES

- i. **REFEX GREEN MOBILITY LIMITED**, (CIN U74909TN2023PLC158849) (hereinafter referred to as ‘RGML’ or ‘**Transferor Company**’) a company incorporated under the Companies Act, 2013 having with its registered office at 2nd Floor Refex Towers, 313, Valluvar Kottam High Road, Nungambakkam, Chennai – 600034. Refex Green Mobility Limited is a wholly owned subsidiary of Refex Industries Limited. RGML is engaged in the business of providing transport services using vehicles running on cleaner fuel (currently electric



vehicle (EV)). The Company operates and manages a fleet of vehicles that are deployed for passenger mobility using verified professional drivers, and a technology-driven operational framework (including centralised vehicle command and control centre) designed to provide seamless customer experiences.

- ii. **REFEX INDUSTRIES LIMITED** (CIN L45200TN2002PLC049601) (hereinafter referred to as '**RIL**' or '**Transferee Company**' or '**Demerged Company**'), was incorporated on the 13th day of September 2002 under the Companies Act, 1956 and existing under Companies Act, 2013. The registered office of the Transferee/ Demerged Company is situated in Refex Towers, 2nd floor, 313, Valluvar Kottam High Road, Sterling Road signal, Nungambakkam, Chennai - 600034, Tamil Nadu. RIL is primarily engaged in the business of Ash & Coal handling amongst other activities. RIL through its subsidiaries is also engaged in Green mobility business and has recently started Wind power business. The equity shares of RIL are listed on the BSE Limited ("**BSE**") and the National Stock Exchange of India Limited ("**NSE**").
- iii. **REFEX MOBILITY LIMITED** (CIN U79110TN2025PLC184411) (hereinafter referred to as '**RML**' or '**Resulting Company**'), incorporated on 12th day of September 2025 under the Companies Act, 2013 having its registered office at 2nd Floor Refex Towers, 313, Valluvar Kottam High Road, Nungambakkam, Chennai – 600034. Refex Mobility Limited is a wholly owned subsidiary of Refex Industries Limited. Being a newly incorporated company the objective of RML is to provide sustainable urban transportation and energy solutions, including passenger, logistics, sales, leasing, servicing, and related infrastructure using electric or other vehicles.



B) BRIEF OVERVIEW AND PREMABLE OF THE SCHEME

1. This Composite Scheme of Amalgamation and Arrangement ('the Scheme') is presented under Sections 230-232 and other applicable provisions of the Companies Act, 2013, rules and regulations thereunder, for:
 - a) Amalgamation of Refex Green Mobility Limited ('the Transferor Company' or 'RGML') with Refex Industries Limited ('the Transferee Company' or 'RIL'); and
 - b) Demerger of the Green Mobility Business Undertaking of RIL (vested in RIL pursuant to amalgamation of RGML with RIL) into Refex Mobility Limited ('the Resulting Company' or 'RML').
2. This Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

PARTS OF THE SCHEME

The Scheme is divided into following parts:

- a) **Part A** deals with the Definitions, Interpretations and Details of Share Capital and Rationale of the Scheme;
- b) **Part B** deals with the amalgamation of RGML with RIL;
- c) **Part C** deals with the demerger of the Demerged Undertaking (as defined hereinafter) into RML;
- d) **Part D** deals with the General Terms and Conditions.



**PART A: DEFINITIONS, INTERPRETATIONS AND DETAILS OF SHARE
CAPITAL AND RATIONALE OF THE SCHEME**

1. DEFINITIONS

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

- 1.1 **“Act” or “the Act”** means the Companies Act, 2013 and Rules framed thereunder as in force from time to time;
- 1.2 **“Applicable Law”** means any applicable statute, notification, bye laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinance, orders or instructions having the force of law enacted or issued by any Appropriate Authority, including any statutory modification or re-enactment thereof for the time in force;
- 1.3 **“Appointed Date”** means **01 April 2025** or such other date as may be fixed by the National Company Law Tribunal or the Board of Directors (as defined hereinafter);
- 1.4 **“Appropriate Authority”** means any applicable central, state or local government, legislative body, regulatory, administrative or statutory authority, agency or commission or department or public or judicial body or authority, including, but not limited, to Securities and Exchange Board of India, Stock Exchanges, Regional Director, Registrar of Companies, National Company Law Tribunal and Reserve Bank of India;
- 1.5 **“Board of Directors” or “Board”** in relation to the Transferor Company, the Transferee Company/ the Demerged Company and the Resulting Company, as the case may be, means the Board of Directors of such company, and unless repugnant to the subject, context or meaning thereof, shall be deemed



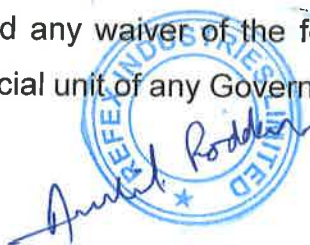
to include every committee (including any committee of directors) or any person authorized by the Board or by any such committee;

1.6 **“Demerged Undertaking” or “Green Mobility Business Undertaking”** shall mean business activities and operations pertaining to green mobility business of Demerged Company (vested upon the amalgamation of RGML with RIL as per Part B of the Scheme) which offers a technology integrated fleet management service to ensure transparency to the service recipients including centralised vehicle command and control centre. It comprises of all the assets (moveable, incorporeal and immovable) and liabilities which relate thereto, (vested in RIL pursuant to amalgamation of RGML with RIL). Specifically, it shall include the following:

- a) All assets, title, properties, interests, investments (including investments in subsidiaries, associates, shares, bonds, debentures, mutual funds, liquid funds, other funds and art works etc. of the Demerged Company), loans, advances (including accrued interest) and rights, including rights arising under contracts, wherever located (including in the possession of vendors, third parties or elsewhere), whether real, personal or mixed, tangible, intangible or contingent, exclusively used or held for use in business, activities and operations pertaining to its Demerged Undertaking, including but not limited to all land, factory buildings, equipment, plant and machinery, offices, capital work-in progress, furniture, fixtures, office equipment, appliances, accessories, receivables, vehicles, deposits, all stocks, assets, balances with banks, cash and cash equivalents, all customer contracts, contingent rights or benefits, etc., pertaining to its Demerged undertaking (collectively, the “Demerged Undertaking Assets”);
- b) All debts, liabilities, guarantees, assurances, commitments and obligations of any nature or description, whether fixed, contingent or absolute, asserted or un-asserted, matured or un-matured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising, (including, without limitation, whether arising out of any contract or tort based on negligence or strict liability), or pertaining to the

Demerged Undertaking activities (collectively, "Demerged Undertaking Liabilities");

- c) All contracts, agreements, licenses, leases, linkages, memoranda of understanding, memoranda of agreement, memoranda of agreed points, letters of agreed points, arrangements, undertakings, whether written or otherwise, deeds, bonds, schemes, arrangements, sales orders, purchases orders or other instruments of whatsoever nature to which the Demerged Company is a party, exclusively relating to the Demerged Undertaking or otherwise identified to be for the exclusive benefit of the same, including but not limited to the relevant licenses, water supply/environment approvals, and all other rights and approvals, electricity permits, telephone connections, building and parking rights, pending applications for consents or extension, all incentives, tax benefits, deferrals, subsidies, concessions, benefits, grants, rights, claims, liberties, special status and privileges enjoyed or conferred upon or held or availed of by the Demerged company in relation to its Demerged Undertaking, permits, quotas, consents, registrations, lease, tenancy rights in relation to offices and residential properties, permissions, incentives, if any, in relation to its Demerged Undertaking, and all other rights, title, interests, privileges and benefits of every kind in relation to its Demerged Undertaking (collectively, "Demerged Undertaking Contracts");
- d) All registrations, brands, trademarks, trade names, service marks, copyrights, patents designs, domain names, applications for trademarks, trade names, service marks, copyrights, designs and domain names exclusively used by or held for use by the Demerged Company in the Demerged Undertaking (collectively, "Demerged Undertaking IP");
- e) All permits, licenses, consents, approvals, authorizations, quotas, rights, entitlements, allotments, concessions, exemptions, liberties, advantages, no objection certificates, certifications, easements, tenancies, privileges and similar rights, and any waiver of the foregoing, issued by any legislative, executive, or judicial unit of any Governmental or semi-Governmental entity



or any department, commission, board, agency, bureau, official or other regulatory, local, administrative or judicial authority exclusively used or held for use by the Demerged Company in the undertaking, business, activities and operations pertaining to the Demerged Undertaking (collectively, "Demerged Undertaking Licenses");

- f) All such permanent employees of the Demerged Company, employees/personnel engaged on contract basis and contract labourers and interns/ trainees, both on-shore and off-shore, as are primarily engaged in or in relation to the Demerged Undertaking (including the employees of the Transferor Company transferred to the Transferee Company on amalgamation of the Transferor Company with the Transferee Company), business, activities and operations pertaining to the Demerged Undertaking, at its respective offices, branches etc, and any other employees/personnel and contract labourers and interns/trainees hired by the Demerged Company after the date hereof who are exclusively engaged in or in relation to the Demerged Undertaking, business, activities and operations pertaining to the Demerged Undertaking (collectively, "Demerged Undertaking Employees");
- g) All liabilities present and future (including contingent liabilities pertaining to or relatable to the Demerged Undertaking of the Demerged Company), as may be determined by the Board of the Demerged Company;
- h) All deposits and balances with Government, Semi-Government, local and other authorities and bodies, customers and other persons, earnest moneys and/ or security deposits paid or received by the Demerged Company, directly or indirectly in connection with or in relation to the Demerged Undertaking of the Demerged Company;
- i) All books, records, files, papers, directly or indirectly relating to the Demerged Undertaking of the Demerged Company; but shall not include any portion of the remaining business of the Demerged Company, and



- j) Any other asset / liability which is deemed to be pertaining to the Demerged Undertaking by the Board of the Demerged Company;

The list of assets and liabilities (vested upon the amalgamation of RGML with RIL as per Part B of the Scheme) which are to be transferred by RIL (post giving effect to the merger) to RML as on the Appointed Date is provided in **Annexure 2** to this Scheme.

Any question that may arise as to whether a specific asset or liability pertains or does not pertain to the Demerged Undertaking or whether it arises out of the activities or operations of the Demerged Undertaking shall be decided by mutual agreement between the Board of the Demerged Company and the Resulting Company.

- 1.7 **“Demerged Company ESOP Plan or “Transferee Company ESOP Plan”** means employee stock options granted under Refex Employee Stock Option Scheme, 2021 as amended from time to time;
- 1.8 **“Effective Date” or “coming into effect of this Scheme” or “upon the Scheme becoming effective” or “effectiveness of the Scheme”** means the date or last of the dates on which the certified copy of the order of the Tribunal sanctioning this Scheme is filed with the Registrar of Companies at Chennai by the Transferor Company, the Transferee/ Demerged Company and the Resulting Company;
- 1.9 **“Employees”** mean all the employees of the Transferor company and Demerged Undertaking of the Demerged company on the Effective Date;
- 1.10 **“ESOP”** means employee stock options;
- 1.11 **“ESOP Record Date”** shall be the date to be fixed by the Board of RML for the purpose of allotment of ESOP under Clause 22 of this Scheme;



- 1.12 **“National Company Law Tribunal” or “Tribunal” or “NCLT”** means the National Company Law Tribunal as constituted and authorised as per the provisions of the Companies Act, 2013 for approving any Scheme of arrangement, compromise or reconstruction of companies under section 230-232 of the Companies Act, 2013;
- 1.13 **“Record Date”** shall be the date to be fixed by the Board of RML in consultation with RIL for the purpose of determining the equity shareholders and warrant holders of RIL for issue of equity shares and share warrants, pursuant to this Scheme;
- 1.14 **“Resulting Company ESOP Plan”** means new employee stock options to be granted by the Resulting Company pursuant to new employee stock option Schemes formulated by it;
- 1.15 **“Remaining Business Undertaking”** means all the undertakings, businesses, operations and activities, including all the assets and liabilities, of the Demerged Company, excluding the Demerged Undertaking, retained by the Demerged Company (which represents the existing business currently undertaken by the Demerged Company prior to Part B of the Scheme) primarily related to its existing business of Ash & Coal handling and other activities.
- 1.16 **“Scheme” or “the Scheme” or “this Scheme”** means the Composite Scheme of Amalgamation and Arrangement in its present form (along with any annexures, schedules, etc., annexed/attached hereto) or with any modification(s) and amendments made under Clause 32 of this Scheme from time to time and with appropriate approvals and sanctions as imposed or directed by the Tribunal or such other competent authority, as may be required under the Act, as applicable, and under all other applicable laws;
- 1.17 **“SEBI”** means the Securities and Exchange Board of India, constituted under the Securities and Exchange Board of India Act, 1992;



1.18 **“SEBI Circular”** means the circular issued by the SEBI, being Circular SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated 20 June, 2023, and any amendments thereof or modifications issued pursuant to regulations 11, 37 and 94 of the SEBI (Listing Obligations and Disclosure Requirements), Regulations, 2015;

1.19 **“Share Entitlement Ratio”** means the ratio in which equity shares of RML are to be issued and allotted to the shareholders of RIL on demerger as per Part C of this Scheme;

1.20 **“Stock Exchange”** means the BSE Limited (“BSE”) and/ or wherever applicable, the National stock Exchange of India Limited (“NSE”);

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, byelaws, as the case may be or any statutory modification or re-enactment thereof from time to time.

1.21 **“Transferor Company ESOP Plan”** means employee stock options granted by the Transferor Company under Refex Green Mobility Limited Employees Stock Option Scheme, 2025 as amended from time to time.

1.22 **“Undertaking of the Transferor Company”** shall mean entire business activities and operations pertaining to green mobility business of Transferor Company which offers a technology integrated fleet management service to ensure transparency to the service recipients including centralised vehicle command and control centre. It comprises of all the assets (moveable, incorporeal and immovable) and liabilities which relate thereto. Specifically, it shall include the following:

- a) All assets, title, properties, interests, investments (including investments in subsidiaries, associates, shares, bonds, debentures, mutual funds, liquid funds, other funds and art works etc. of the Transferor Company), loans, advances (including accrued interest) and rights, including rights*



arising under contracts, wherever located (including in the possession of vendors, third parties or elsewhere), whether real, personal or mixed, tangible, intangible or contingent, exclusively used or held for use in business, activities and operations pertaining to its undertaking, including but not limited to all land, factory buildings, equipment, plant and machinery, offices, capital work-in progress, furniture, fixtures, office equipment, appliances, accessories, receivables, vehicles, deposits, all stocks, assets, balances with banks, cash and cash equivalents, all customer contracts, contingent rights or benefits, etc., pertaining to its undertaking (collectively, the "Transferor Undertaking Assets");

- b) All debts, liabilities, guarantees, assurances, commitments and obligations of any nature or description, whether fixed, contingent or absolute, asserted or un-asserted, matured or un-matured, liquated or unliquated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising, (including, without limitation, whether arising out of any contract or tort based on negligence or strict liability), or pertaining to the undertaking activities (collectively, "Transferor Undertaking Liabilities");
- c) All contracts, agreements, licenses, leases, linkages, memoranda of understanding, memoranda of agreement, memoranda of agreed points, letters of agreed points, arrangements, undertakings, whether written or otherwise, deeds, bonds, schemes, arrangements, sales orders, purchases orders or other instruments of whatsoever nature to which the Transferor Company is a party, exclusively relating to the undertaking or otherwise identified to be for the exclusive benefit of the same, including but not limited to the relevant licenses, water supply/environment approvals, and all other rights and approvals, electricity permits, telephone connections, building and parking rights, pending applications for consents or extension, all incentives, tax benefits, deferrals, subsidies, concessions, benefits, grants, rights, claims, liberties, special status and privileges enjoyed or conferred upon or held or availed of by the Transferor company in relation to its undertaking permits, quotas,



consents, registrations, lease, tenancy rights in relation to offices and residential properties, permissions, incentives, if any, in relation to its undertaking, and all other rights, title, interests, privileges and benefits of every kind in relation to its undertaking (collectively, "Transferor Undertaking Contracts");

- d) All registrations, brands, trademarks, trade names, service marks, copyrights, patents designs, domain names, applications for trademarks, trade names, service marks, copyrights, designs and domain names exclusively used by or held for use by the Transferor Company in the undertaking (collectively, "Transferor Undertaking IP");
- e) All permits, licenses, consents, approvals, authorizations, quotas, rights, entitlements, allotments, concessions, exemptions, liberties, advantages, no objection certificates, certifications, easements, tenancies, privileges and similar rights, and any waiver of the foregoing, issued by any legislative, executive, or judicial unit of any Governmental or semi-Governmental entity or any department, commission, board, agency, bureau, official or other regulatory, local, administrative or judicial authority exclusively used or held for use by the Transferor Company in the undertaking, business, activities and operations pertaining to the undertaking (collectively, "Transferor Undertaking Licenses");
- f) All such permanent employees of the Transferor Company, employees/personnel engaged on contract basis and contract labourers and interns/ trainees, both on-shore and off-shore, as are primarily engaged in or in relation to the undertaking, business, activities and operations pertaining to the undertaking, at its respective offices, branches etc, and any other employees/personnel and contract labourers and interns/trainees hired by the Transferor Company after the date hereof who are exclusively engaged in or in relation to the undertaking, business, activities and operations pertaining to the undertaking (collectively, "Transferor Undertaking Employees");



- g) All liabilities present and future (including contingent liabilities pertaining to or relatable to the undertaking of the Transferor Company), as may be determined by the Board of the Transferor Company;
- h) All deposits and balances with Government, Semi-Government, local and other authorities and bodies, customers and other persons, earnest moneys and/ or security deposits paid or received by the Transferor Company, directly or indirectly in connection with or in relation to the undertaking of the Transferor Company;
- i) All books, records, files, papers, directly or indirectly relating to the undertaking of the Transferor Company; and
- j) Any other asset / liability which is deemed to be pertaining to the undertaking by the Board of the Transferor Company.

1.23 **“Warrant Entitlement Ratio”** means the ratio in which share warrants of RML are to be issued and allotted to the warrant holders of RIL on demerger as per Part C of this Scheme;

In the Scheme, unless the context otherwise requires:

- (i) reference to clauses, recitals and schedules, unless otherwise provided, are to clauses, recitals and schedules of and to this Scheme;
- (ii) references to the singular shall include the plural and vice versa and references to any gender includes the other gender;
- (iii) references to a statute or statutory provision include that statute or provision as from time to time modified or re-enacted or consolidated and (so far as liability thereunder may exist or can arise) shall include also any past statutory provision (as from time to time modified or re-enacted or consolidated) which such provision has directly or indirectly replaced, provided that nothing in this Clause shall operate to increase the liability of



any Party beyond that which would have existed had this Clause been omitted;

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

2.1 The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the NCLT or made as per Clause 32 of the Scheme, shall be effective from the Appointed Date and shall be operative from the Effective Date. The various parts of the Scheme shall be deemed to have taken effect in the following sequence:

2.1.1 Firstly, Part B of the Scheme (relating to amalgamation of Transferor Company into and with Transferee Company) shall be deemed to have taken effect; and

2.1.2 Thereafter, Part C of the Scheme (relating to demerger of Demerged Undertaking vested about in Part B from the Demerged Company into the Resulting Company) shall be deemed to have taken effect.

3. SHARE CAPITAL

3.1 The authorised, issued, subscribed and paid-up share capital of RGML as on 22 September 2025 is as under:

Particulars	Amount in INR
<u>Authorised Capital</u>	
Equity Shares (8,00,00,000 Nos of Rs. 10 each)	80,00,00,000
Total	80,00,00,000
<u>Subscribed and Paid up</u>	
Equity Shares (8,00,00,000 Nos of Rs. 10 each)	80,00,00,000
Total	80,00,00,000

Subsequent to 30 June 2025, there has been no change in the authorised, issued, subscribed and paid-up share capital of the Transferor Company.



- 3.2 The Authorised, issued, subscribed and paid-up share capital of RIL as on 22 September 2025 is as under:

Particulars	Amount in INR
<u>Authorised Capital</u>	
Equity Shares (47,50,00,000 Nos of Rs. 2 each)	95,00,00,000
Preference Shares (5,00,000 Nos of Rs. 100 each)	5,00,00,000
Total	100,00,00,000
<u>Subscribed and Paid up</u>	
Equity Shares (12,92,80,607 Nos of Rs. 2 each)	25,85,61,124
Total	25,85,61,124

Subsequent to 30 June 2025, there has been no change in the authorised, issued, subscribed and paid-up share capital of the Transferee Company/ Demerged Company.

- 3.3 The Authorised, issued, subscribed and paid-up share capital of RML as on 22 September 2025 is as under:

Particulars	Amount in INR
<u>Authorised Capital</u>	
Equity Shares (5,00,000 Nos of Rs. 2 each)	10,00,000
Total	10,00,000
<u>Subscribed and Paid up</u>	
Equity Shares (50,000 Nos of Rs. 2 each)	1,00,000
Total	1,00,000

4. RATIONALE OF THE SCHEME

- 4.1 RIL is primarily engaged in the business of Ash & Coal handling amongst other activities. RIL through its subsidiaries is also engaged in Green mobility business and has recently started Wind power business.



- 4.2 Each of the varied businesses carried on by RIL either by itself or through strategic investments in subsidiaries have significant potential for growth and profitability.
- 4.3 The nature of risk and competition, financial profiles and return ratios involved in the Ash & Coal handling business of RIL are distinct from Green Mobility Business presently undertaken through its wholly owned subsidiary RGML.
- 4.4 The Green Mobility Business is capable of attracting a different set of investors, lenders, strategic partners and other stakeholders and have significant potential for growth and profitability. In order to unlock value for all stakeholders, the group plans to have the Green Mobility Business Undertaking as a separate listed entity parallel to RIL which is proposed to be undertaken as follows:
- a) Merger RGML into RIL;
 - b) Demerger of the Green Mobility Business Undertaking (merged with RIL) into RML and independently list RML.
- 4.5 The following benefits shall accrue on the Scheme;
- Creation of an independent global scale company focusing exclusively on Green Mobility Business Undertaking and taking advantage of the growth potential in the said respective sector;
 - Enabling greater focus of management in the relevant businesses (in RIL and RML) thereby allowing new opportunities to be explored for each business efficiently and allowing a focused strategy in operations;
 - Both RIL and RML can attract different sets of investors, strategic partners, lenders, and other stakeholders enabling independent collaboration and expansion at their end;



- Enabling investors to separately hold investments in respective businesses (either in RIL or RML) with different investment characteristics thereby enabling them to select investments which best suit their investment strategies and risk profiles;
- Enabling focused and sharper capital market access (debt and equity) and thereby unlocking the value of the Green Mobility Business Undertaking and creating enhanced value for shareholders.

4.6 The Scheme will neither impose any additional burden on the shareholders of the Transferor Company, Transferee/Demerged Company, and Resulting Company nor will it adversely affect the interest of any of the shareholders or creditors the companies involved in the Scheme.

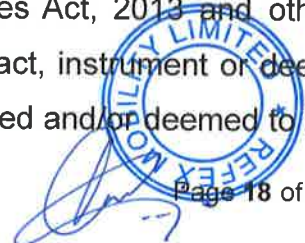
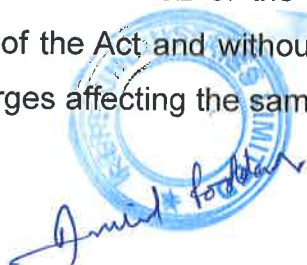


PART B

MERGER OF THE TRANSFEROR COMPANY WITH THE TRANSFEREE COMPANY

5. VESTING OF ASSETS AND LIABILITIES OF THE TRANSFEROR COMPANY

- 5.1 Upon coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions of the Scheme, the entire business and whole of the Undertaking of the Transferor Company including all their properties and assets, (whether movable or immovable, tangible or intangible), land and building, leasehold assets and other properties, real, in possession or reversion, present and contingent assets (whether tangible or intangible) of whatsoever nature, all the receivables, advances, deposits etc including, without limitation, all the movables and immovable properties and assets of the Transferor Company comprising amongst others all plant and machinery, investments, and business licenses, permits, 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, advance and other taxes paid to the authorities, brand names, trademarks, copy rights, lease, tenancy rights, statutory permissions, consents and registrations, all rights or titles or interest in properties by virtue of any court decree or order, all records, files, papers, contracts, licenses, power of attorney, lease, tenancy rights, letter of intents, permissions, benefits under income tax, such as credit for advance tax, tax deducted at source, unutilized deposits or credits, minimum alternate tax, etc, credit for service tax, sales tax / value added tax / goods and service tax and / or any other statutes, incentives, if any, and all other rights, title, interest, contracts, consent, approvals or powers of every kind and description, agreements shall, pursuant to the order of NCLT and pursuant to provisions of Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Act and without further act, instrument or deed, but subject to the charges affecting the same be vested and/or deemed to be



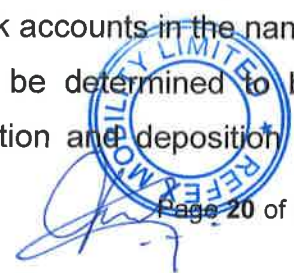
vested in Transferee Company on a going concern basis so as to become the assets of the Transferee Company with all rights, title, interest or obligations of the Transferor Company therein.

- 5.2 Any and all assets relating to the Transferor Company, as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and delivery or by vesting and recorded pursuant to this Scheme shall stand transferred and vested with the Transferee Company, without requiring any deed or instrument of conveyance for the same and shall become the property and an integral part of the Transferee Company. The vesting pursuant to this sub-clause shall be deemed to have occurred by manual delivery or endorsement, as appropriate to the property being vested and title to the property shall be deemed to have been transferred and vested accordingly.
- 5.3 Notwithstanding anything contained in this Scheme, in respect of the immovable properties of the Transferor Company, whether owned or leased, the Board of the Transferee Company may determine, for the purpose inter alia of payment of stamp duty, and vesting unto the Transferee Company and if the Board of the Transferee Company so decide, the concerned parties, whether executed before or after the Effective Date, shall execute and register or cause so as to be done, separate deeds of conveyance or deed of assignment of lease, as the case may be, in favour of the Transferee Company in respect of such immovable properties. Each of the immovable properties, only for the payment of stamp duty, shall be deemed to be conveyed at a consideration being the value of such properties. The execution of such conveyance shall form an integral part of the Scheme.
- 5.4 In relation to other movable assets belonging to the Transferor Company, which require separate documents for vesting in the Transferee Company, or which the Transferor Company and/ or the Transferee Company otherwise desire to be vested separately, the Transferor Company and the Transferee Company each will execute such deeds, documents or such other instruments



or writings or create evidence, if any, as may be necessary effecting the transfer of such movable assets in the name of the Transferee Company.

- 5.5 The liabilities shall also, without any further act, instrument or deed be vested in and assumed by and/or deemed to be vested in and assumed by the Transferee Company pursuant to the provisions of Sections 230 to 232 of the Act, so as to become the liabilities of the Transferee Company and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen, in order to give effect to the provisions of this Clause.
- 5.6 All the existing securities, mortgages, charges, encumbrances or liens, if any, as on the Appointed Date and those created by the Transferor Company after the Appointed Date, over the assets of the Transferor Company to the Transferee Company shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date. Such securities, mortgages, charges, encumbrances or liens shall not relate or attach or extend to any of the other assets of the Transferee Company.
- 5.7 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 the bank accounts of the Transferor Company have been replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company in the name of the Transferor Company in so far as may be necessary. All cheques and other negotiable instruments, payment orders 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 the account of the Transferee Company, if presented by the Transferee Company. The Transferee Company shall be allowed to maintain bank accounts in the name of the Transferor Company for such time as may be determined to be necessary by the Transferee Company for presentation and deposition of



cheques and pay orders that have been issued in the name of the Transferor Company. It is hereby expressly clarified that any legal proceedings by or against the Transferor Company in relation to the cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of Transferor Company shall be instituted, or as the case maybe, continued by or against the Transferee Company after the coming into effect of the Scheme.

6. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

6.1 With effect from the Appointed Date and upto and including the Effective Date:

- (a) The Transferor Company shall carry on and shall be deemed to have carried on its business and activities and shall stand possessed of their entire business and undertakings, in trust for the Transferee Company and shall account for the same to the Transferee Company.
- (b) All the income or profits accruing or arising to the Transferor Company and all costs, charges, expenses or losses incurred by the Transferor Company shall for all purposes be treated the income, profits, costs, charges, expenses and losses as the case may be of the Transferee Company.
- (c) The Transferor Company shall carry on their business and activities with reasonable diligence and business prudence and shall not alter or diversify their respective businesses nor venture into any new businesses, nor alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business without the prior consent of the Transferee Company or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the respective Boards of Directors of the Transferor Company and the Transferee Company.



- (d) The Transferor Company shall not vary the terms and conditions of employment of any of the employees except in the ordinary course of business or without the prior consent of the Transferee Company or pursuant to any pre-existing obligation undertaken by the Transferor Company as the case may be, prior to the Appointed Date.

6.2 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central/State Government, and all other agencies, departments and authorities concerned as are necessary under any law or rules, for such consents, approvals and sanctions, which the Transferee Company may require pursuant to this Scheme.

7. STAFF, WORKMEN & EMPLOYEES

7.1 All the permanent employees of the Transferor Company, who are in service on the date immediately preceding the Effective Date shall, on and from the Effective Date become and be engaged as the employees of the Transferee Company, without any break or interruption in service as a result of the transfer and on terms and conditions not less favourable than those on which they are engaged by the Transferor Company immediately preceding the Effective Date. Services of the employees of the Transferor Company shall be taken into account from the date of their respective appointment with the Transferor Company for the purposes of all retirement benefits and all other entitlements for which they may be eligible. The Transferee Company further agrees that for the purpose of payment of any retrenchment compensation, if any, such past services with the Transferor Company shall also be taken into account.

7.2 The services of such employees shall not be treated as having been broken or interrupted for the purpose of Provident Fund or Gratuity or Superannuation or other statutory purposes and for all purposes will be reckoned from the date of their respective appointments with the Transferor Company.



7.3 It is provided that as far as the Provident Fund, Gratuity Fund and Pension and/ or Superannuation Fund or any other special fund created or existing for the benefit of the staff, workmen and other employees of the Transferor Company are concerned, upon the Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Company in respect of the employees so transferred for all purposes whatsoever relating to the administration or operation of such Funds or Trusts or in relation to the obligation to make contribution to the said Funds or Trusts in accordance with the provisions of such Funds or Trusts as provided in the respective Trust Deeds or other documents. It is the aim and the intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Company in relation to such Funds or Trusts shall become those of the Transferee Company. The Trustees including the Board of Directors of the Transferor Company and the Transferee Company or through any committee / person duly authorized by the Board of Directors in this regard shall be entitled to adopt such course of action in this regard as may be advised provided however that there shall be no discontinuation or breakage in the services of the employees of the Transferor Company.

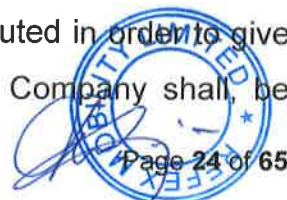
8. LEGAL PROCEEDINGS

8.1 Upon coming into effect of this Scheme and with effect from the Appointed Date, all the Proceedings, if any, by or against the Transferor Company pending and or arising prior to the Effective Date shall not abate or be discontinued or be in any way prejudicially affected in any way by reason of the Scheme or by anything contained in the Scheme, but the Proceedings shall be continued, prosecuted and be enforced, as the case may be, by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if the same had been pending and/or arising by or against the Transferee Company. On and from the Effective Date, the Transferee Company may (i) initiate, defend, compromise or otherwise deal with any Proceeding for and on behalf of the Transferor Company, and (ii) transfer to its name and to have such Proceedings continued, prosecuted

and enforced, as the case may be, by or against the Transferee Company, subject to Applicable Law.

9. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

- 9.1 Notwithstanding anything to the contrary contained in the contract, deed, bond, agreement or any other instrument, but subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements and other instruments, if any, of whatsoever nature and subsisting or having effect on the Effective Date and relating to the Transferor Company, shall continue in full force and effect against or in favor of the Transferee Company and may be enforced effectively by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto.
- 9.2 With effect from the Appointed Date, any transferable statutory licenses, no objection certificates, permissions or approvals or consents required to carry on operations of the Transferor Company shall stand vested in the Transferee Company without further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favor of the Transferee Company upon the vesting and transfer of undertakings of the Transferor Company pursuant to the Scheme. The benefit of all transferable statutory and regulatory permissions, environmental approvals and consents including the statutory licenses, permissions or approvals or consents required to carry on the operations of the Transferor Company shall vest in and become available to the Transferee Company pursuant to the Scheme.
- 9.3 The Transferee 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, enter into, or issue or execute deeds, writings, confirmations, novation, declarations, or other documents with, or in favor of any party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall, be



deemed to be authorized to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances required for the purposes referred to above on the part of the Transferor Company.

- 9.4 All cheques and other negotiable instruments, payment orders received in the name of the Transferor Company after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company. Similarly, the banker of Transferee Company shall honor cheques issued by the Transferor Company for payment after the Effective Date.

10. CONSEQUENTIAL MATTERS RELATING TO TAX

- 10.1 Part B of this Scheme dealing with amalgamation of the Transferor Company into and with the Transferee Company has been drawn up to comply with the conditions relating to 'Amalgamation' as specified under the tax laws, specifically Section 2(1B) of the Income-tax Act, 1961 ("IT Act") and other relevant provisions of the Income-tax Act, 1961 (including any statutory amendments/modifications/re-enactment thereof). If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section at a later date including resulting from an amendment of law with retrospective effect or for any other reason whatsoever, till the time the Scheme becomes effective, 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 and other relevant provisions of the IT Act. Such modification will however not affect the other parts of the Scheme.

- 10.2 Upon coming into effect of this Scheme and with effect from the Appointed Date, all tax payable by the Transferor Company under Income-tax Act 1961, Customs Act, 1962, Goods and Services tax or other applicable laws/regulations (including any statutory amendments/modifications/re-enactment thereof) dealing with taxes/duties/levies (hereinafter referred to as "tax laws")



shall be to the account of the Transferee Company. Similarly, all credits for tax deduction at source on income of the Transferor Company, or obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company shall be made or deemed to have been made and duly complied with by the Transferee Company if so, made by the Transferor Company. Similarly, any advance tax payment required to be made for by the specified due dates in the tax laws shall also be deemed to have been made by the Transferee Company if so, made by the Transferor Company. Further Minimum Alternate Tax paid by the Transferor Company under the IT Act, shall be deemed to have been paid on behalf of the Transferee Company and Minimum Alternate Tax Credit (if any) of the Transferor Company as on or accruing after the Appointed Date shall stand transferred to the Transferee Company and such credit would be available for set off against the tax liabilities of the Transferee Company. Any refunds/credit under the tax laws due to the Transferor Company consequent to assessments made on the Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.

10.3 Further, any tax holiday/deductions (including but not limited to Section deductions under Section 43B of the IT Act) /exemption/carry forward losses enjoyed by the Transferor Company under IT Act would be transferred to the Transferee Company.

10.4 On or after the Effective Date, the Transferee Company is expressly permitted to revise its financial statements and returns along with prescribed forms, filings and annexures under the IT Act (including for the purpose of recomputing tax on book profits and claiming other tax benefits), goods and services tax law and other tax laws, and to claim refunds and/or credits for taxes paid, and to claim tax benefits etc. and for matters incidental thereto, if required to give effect to the provisions of the Scheme from the Appointed Date.



10.5 All taxes paid or payable by the Transferor Company in respect of the operations and/or profits of the business before the Appointed Date shall be on account of the Transferor Company and in so far it relates to the tax payment whether by way of deduction at source, advance tax or otherwise by the Transferor Company in respect of profits or activities or operations of the business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall in all proceedings be dealt with accordingly.

11. TREATMENT OF EMPLOYEE STOCK OPTIONS OF TRANSFEROR COMPANY

Upon the Scheme becoming effective, in respect of the stock options granted by the Transferor Company under Transferor Company ESOP Plan to its employees, which remain vested or unvested pending sanctioning of this Scheme by the NCLT, all such stock options shall stand automatically cancelled without any further action required by the Transferor Company or its employees. It is clarified that the employees of the Transferor Company form an integral part of the Demerged Undertaking (which shall vest in RIL pursuant to Part B of this Scheme). It is also clarified that the grant of fresh stock options by the Resulting Company to such employees, in accordance with Clause 22 of this Scheme, shall be deemed to constitute full and sufficient compliance with the obligations of the Transferor Company under the Transferor Company ESOP Plan.

12. SAVINGS OF CONCLUDED TRANSACTIONS

The transfer of properties and liabilities under Clause 5 above and the continuance of proceedings by or against the Transferor Company under Clause 8 above 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.

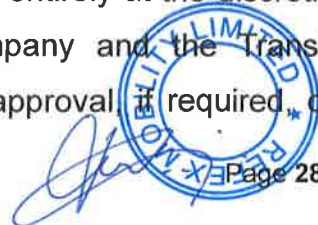
13. VALIDITY OF EXISTING RESOLUTIONS, ETC.

Upon the effectiveness of this Scheme, the resolutions of the Transferor Company, as are considered necessary by the Board of the Transferee Company, and that are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company, and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then said limits as are considered necessary by the Board of the Transferee Company shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

14. PROFITS AND DIVIDENDS

14.1 Subject to Applicable laws and in accordance with past practices and the ordinary course of business, the Transferor Company and the Transferee Company shall be entitled, up to the Effective Date, to declare and pay dividends (whether interim or final) to their respective shareholders. Any declaration or payment of dividends by either the Transferor Company or the Transferee Company, other than in the ordinary course and past practice, shall be made only with the prior mutual consent of both the Transferor Company and the Transferee Company.

14.2 It is clarified that the aforesaid provisions in respect of declaration of dividends (whether interim or final) are enabling provisions only and shall not be deemed to confer any right on any shareholder of the Transferor Company and the Transferee Company to demand or claim or be entitled to any dividends which, subject to the provisions of the said Act, shall be entirely at the discretion of the respective Boards of the Transferor Company and the Transferee Company as the case may be, and subject to approval, if required, of the



shareholders of the Transferor Company and the Transferee Company as the case may be.

15. CONSIDERATION

15.1 The entire share capital of the Transferor Company is held by Transferee Company, in other words, the Transferor Company is a wholly owned subsidiary of the Transferee Company. Accordingly, pursuant to amalgamation of Transferor Company with Transferee Company on the Appointed Date, equity shares held by Transferee Company in Transferor Company shall stand cancelled and extinguished without any further act, procedure or deeds and hence, no new shares of the Transferee Company shall be issued and allotted to shareholder of Transferor Company or any other person whatsoever in consideration.

15.2 The investment in the shares of the Transferor Company appearing in the books of the Transferee Company shall stand cancelled and extinguished without any further act, procedure or deed

16. CONSOLIDATION OF AUTHORIZED CAPITAL

16.1 Upon the effectiveness of this Scheme, the authorised share capital of the Transferor Company shall be merged with that of the Transferee Company and pay additional fees and duties, if any after setting off the fees, if any, paid by the Transferor Company. The authorised share capital of the Transferee Company will automatically stand increased to that effect by simply filing the requisite forms with the Appropriate Authority and no separate procedure or further resolution under Section 61 of the Act or instrument or deed or payment of any stamp duty and registration fees shall be required to be followed under the Act.



16.2 Clause V of the memorandum of association of the Transferee Company shall, upon this Scheme becoming effective, and without any further act, instrument or deed, be replaced by the following clause:

The authorized share capital of the Company is 1,80,00,00,000 (INR One Hundred and Eighty Crores only) divided into 87,50,00,000 (Eighty Seven Crore Fifty Lakh) equity shares of INR 2 each (Rupees 2 only) and 5,00,000 Cumulative Redeemable Preference Shares of INR 100 (Rupees Hundred Only) each."

16.3 It is clarified that the approval of the shareholders of the Transferee Company to the Scheme shall be deemed to be their consent / approval also to the consequential alteration of the Memorandum and Articles of Association of the Transferee Company and the Transferee Company shall not be required to seek separate consent / approval of its shareholders for such alteration of the Memorandum and Articles of Association of the Transferee Company as required under Sections 13, 14, 61, and 64 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013.

17. ACCOUNTING TREATMENT

17.1 Upon coming into effect of this Scheme and with effect from the Appointed Date, the Transferee Company shall account for amalgamation of the Transferor company in its books in accordance with principles laid down in Appendix C to Indian Accounting Standard 103, Business Combination of entities under common control, prescribed under the Companies (Indian Accounting Standards) Rules, 2015 ("Ind AS") as amended and notified under Section 133 of the Act, and other generally accepted accounting principles in India.

17.1.1 All the assets and liabilities of the Transferor Company shall be transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee company at their



respective carrying amounts as they appeared in the financial statement of the Transferor Company.

17.1.2 The identity of the of the reserves pertaining to the Transferor Company shall be preserved and shall appear in the merged financial statements of the Transferee Company in the same form in which they appeared in the financial statement of the Transferor Company.

17.1.3 The Transferee company holds 100% of the equity shares of Transferor company. Pursuant to the amalgamation of Transferor company with Transferee company on the Appointed date, equity shares held by Transferee company shall be cancelled and extinguished.

17.1.4 The difference, if any, arising between the carrying value of assets and liabilities and reserves pertaining to the Transferor Company after providing for adjustments in Clause 17.1.1 to 17.1.3 as stated above shall be adjusted in Capital Reserve in the books of Transferee Company.

17.1.5 Intercompany balances (including obligations/guarantees or any other instrument or arrangement which may give rise to a liability, including contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor company with the Transferee company shall stand cancelled.

17.2 Notwithstanding anything contained in any other Clause in the Scheme, upon the Scheme being effective, the Transferor Company shall stand dissolved without winding-up. Accordingly, there is no accounting treatment prescribed which would have any impact or need to be reflected in the books of the Transferor Company.



18. DISSOLUTION WITHOUT WINDING UP

Upon the effectiveness of this Scheme, the Transferor Company shall stand dissolved without winding up and the Board of Directors and any committee thereof of the Transferor Company shall without any further act, instrument or deed be and stand dissolved. On and from the Effective Date, the name of the Transferor Company shall be struck off from the records of the concerned Registrar of Companies.



PART C

DEMERGER OF THE DEMERGED UNDERTAKING FROM THE DEMERGED COMPANY INTO THE RESULTING COMPANY

19. TRANSFER AND VESTING OF THE DEMERGED UNDERTAKING FROM THE DEMERGED COMPANY INTO THE RESULTING COMPANY

19.1 With effect from the Appointed Date and upon Part B of the Scheme, the Demerged Undertaking of the Demerged company (which vested in RIL pursuant to amalgamation of RGML with RIL) as defined in Clause 1.6 shall stand transferred to and vested in or deemed to be transferred to and vested in the Resulting company, as a going concern, and in the following manner:

19.1.1 All Demerged Undertaking Assets that are movable in nature or incorporeal property or are otherwise capable of transfer by physical or constructive delivery and/or by endorsement and delivery or by operation of law pursuant to the vesting order of the NCLT sanctioning the Scheme and its filing with the Registrar of Companies concerned shall stand vested in the Resulting Company and shall be deemed to be and become the property and as an integral part of the Resulting Company by operation of law. The vesting order and sanction of the Scheme shall operate in relation to the movable property in accordance with its normal mode of vesting through the Resulting Company and as the context may provide, by physical or constructive delivery, or by endorsement and delivery, or by mere operation of the vesting order and its record or registration with the Registrar in accordance with the Act, as appropriate to the nature of the movable property vested. Upon the Scheme becoming effective the title to such property shall be deemed to have been mutated and recognized as that of the Resulting Company.



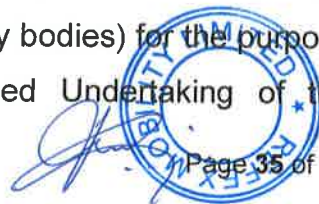
19.1.2 All immovable properties of the Demerged Undertaking (if any) including land together with the buildings and structures standing thereon and rights and interests in immovable properties of the Demerged Undertaking, whether freehold or leasehold or otherwise and all documents of title, rights and easements in relation thereto shall stand vested in and/or be deemed to have been vested in the Resulting Company, by operation of law pursuant to the vesting order of the NCLT sanctioning the Scheme, and its filings with the concerned Registrar of Companies. Such assets shall stand vested in the Resulting Company and shall be deemed to be and become the property as an integral part of the Resulting Company by operation of law. The Resulting Company shall simultaneous with the filing and registration of the order of the NCLT sanctioning the Scheme be always entitled to all the rights and privileges attached in relation to such immovable properties and shall be liable to pay appropriate rent, rates and taxes and fulfil all obligations in relation thereto or as applicable to such immovable properties. Upon the Scheme becoming effective, the title to such properties shall deemed to have been mutated and recognised as that of the Resulting Company and the mere filing thereof with the appropriate Registrar or Sub-Registrar of Assurances or with the relevant Government shall suffice as record of continuing titles with the Resulting Company pursuant to the Scheme becoming effective and shall constitute a deemed mutation and substitution thereof. The Resulting Company shall subsequent to the vesting order be entitled to the delivery and possession of all documents of title to such immovable properties in this regard. It is hereby clarified that all the rights, title and interest of the Demerged Undertaking in any leave & license, leasehold properties shall, pursuant to Section 232 of the Act and the provisions of this Scheme, without any further act, instrument or deed, be vested in or be deemed to have been vested in the Resulting Company.



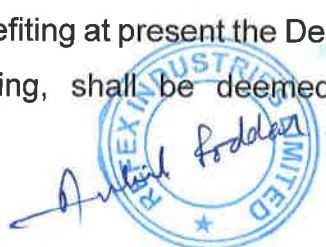
19.1.3 Notwithstanding anything contained in this Scheme, in respect of the immovable properties pertaining to the Demerged Undertaking of the Demerged Company, whether owned or leased, the Board of the Resulting Company may determine, for the purpose inter alia of payment of stamp duty, and vesting unto the Resulting Company and if the Board of the Resulting Company so decide, the concerned parties, whether executed before or after the Effective Date, shall execute and register or cause so as to be done, separate deeds of conveyance or deed of assignment of lease, as the case may be, in favour of the Resulting Company in respect of such immovable properties. Each of the immovable properties, only for the payment of stamp duty, shall be deemed to be conveyed at a consideration being the value of such properties. The execution of such conveyance shall form an integral part of the Scheme.

19.1.4 All Demerged Undertaking Liabilities including debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, whether provided for or not in the books of account or disclosed in the balance sheets of the Demerged Company shall stand vested in the Resulting Company and shall upon the Scheme becoming effective be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Resulting Company, and the Resulting Company shall, and undertake to meet, discharge and satisfy the same in terms of their respective terms and conditions, if any. It is hereby clarified that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause.

19.1.5 All Demerged Undertaking Contracts including contracts, deeds, bonds, agreements, Schemes, arrangements and other instruments, permits, rights, entitlements, licenses (including the licenses granted by any Governmental, statutory or regulatory bodies) for the purpose of carrying on the business of Demerged Undertaking of the



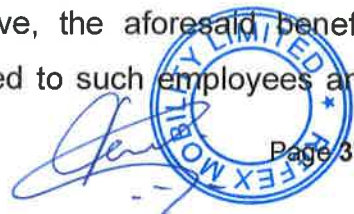
Demerged Company, and in relation thereto, and those relating to tenancies, privileges, powers, facilities of every kind and description of whatsoever nature in relation to the Demerged Undertaking of the Demerged Company, or to the benefit of which, Demerged Undertaking of the Demerged Company may be eligible and which are subsisting or having effect immediately before the Effective Date, shall by endorsement, delivery or by operation of law pursuant to the vesting order of NCLT sanctioning the Scheme, and its filing with the Registrar of Companies concerned be deemed to be contracts, deeds, bonds, agreements, Schemes, arrangements and other instruments, permits, rights, entitlements, licenses (including the licenses granted by any Governmental, statutory or regulatory bodies) of the Resulting Company. Such properties and rights described hereinabove shall stand vested in the Resulting Company and shall be deemed to be the property and become the property by operation of law as an integral part of the Resulting Company. Such contracts and properties described above shall continue to be in full force and continue as effective as hitherto fore in favour of or against the Resulting Company and shall be the legal and enforceable rights and interests of the Resulting Company, which can be enforced and acted upon as fully and effectually as if, it were the Demerged Company, as the Resulting Company is and successor in interest. Upon the Scheme becoming effective, the rights, duties, obligations, interests flowing from such contracts and properties, shall be deemed to have been entered in and novated to the Resulting Company by operation of law and the Resulting Company shall be deemed to be its substituted party or beneficiary or obligor thereto. In relation to the same any procedural requirements required to be fulfilled solely by the Demerged Company (and not by any of its successors), shall be fulfilled by the Resulting Company as if it were the duly constituted attorney of the Demerged Company. Upon this Scheme becoming effective and with effect from the Appointed Date, any contract of the Demerged Company relating to or benefiting at present the Demerged Company and the Demerged Undertaking, shall be deemed to constitute separate contracts,



thereby relating to and/or benefiting the Resulting Company, respectively.

19.1.6 Any pending suits/appeals or other proceedings of whatsoever nature relating to the Demerged Undertaking of the Demerged Company, whether by or against such Demerged Company, shall not abate, be discontinued or in any way prejudicially affected by reason of the demerger of the Demerged Undertaking of the Demerged Company into the Resulting Company or of anything contained in this Scheme, but by virtue of the vesting and sanction order, such legal proceedings shall continue and any prosecution shall be enforced by or against the Resulting Company in the same manner and to the same extent as would or might have been continued, prosecuted and/or enforced by or against the Demerged Company, as if this Scheme had not been implemented.

19.1.7 All the Demerged Undertaking Employees shall become employees of and be engaged by the Resulting Company pursuant to the vesting order and by operation of law, with effect from the Effective Date, on such terms and conditions as are no less favourable than those on which they are currently engaged by the Demerged Company, without any interruption of service as a result of this hiving-off, without any further act, deed or instrument on the part of the Demerged Company or the Resulting Company. With regard to provident fund, gratuity, leave encashment and any other special Scheme or benefits created or existing for the benefit of such employees, the Resulting Company shall stand substituted for the Demerged Company for all purposes whatsoever, upon this Scheme becoming effective, including with regard to the obligation to make contributions to relevant authorities, such as the Regional Provident Fund Commissioner or to such other funds maintained by the Demerged Company, in accordance with the provisions of applicable laws or otherwise. It is hereby clarified that upon this Scheme becoming effective, the aforesaid benefits or Schemes shall continue to be provided to such employees and the



services of all such employees of the Demerged Company for such purpose shall be treated as having been continuous.

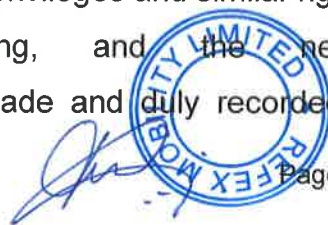
19.1.8 All Demerged Undertaking IP including registrations, goodwill, licenses, brands, service marks, copyrights, domain names, applications for copyrights, trade names and trademarks pertaining to the Demerged Undertaking of the Demerged Company, if any, shall stand vested in the Resulting Company without any further act, instrument or deed (unless filed only for statistical record with any appropriate authority or Registrar), upon filing of the order of the NCLT sanctioning the Scheme, with the Registrar of Companies concerned. The other intellectual property rights presently held by the Demerged Company, that relates to or benefit at present the Demerged Company and the Demerged Undertaking, shall be deemed to constitute separate intellectual property rights and the necessary substitution/ endorsement shall be made and duly recorded in the name of the Demerged Company and the Resulting Company, respectively, by the relevant authorities pursuant to the sanction of this Scheme by NCLT.

19.1.9 The Resulting Company to continue to use the brand name **"Refex"** and a fresh agreement to be entered into by the Resulting Company with the brand owner Refex Holding Private Limited ('RHPL'). The royalty to be paid by Resulting company to RHPL which may be mutually decided between the Resulting Company and RHPL.

19.1.10 All taxes payable by or refundable to the Demerged Undertaking of the Demerged Company, including all or any refunds or claims shall be treated as the tax liability or refunds/claims, as the case may be, of the Resulting Company, and any tax incentives, advantages, privileges, exemptions, credits, holidays, remissions, reductions, etc, as would have been available to Demerged Undertaking of the Demerged Company, shall pursuant to this Scheme becoming effective, be available to the Resulting Company.



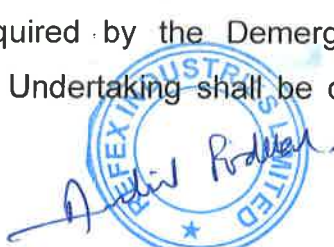
19.1.11 All Demerged Undertaking Licenses including approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses (including the licenses granted by any Governmental, statutory or regulatory bodies for the purpose of carrying on its business or in connection therewith), and certificates of every kind and description whatsoever in relation to the Demerged Undertaking of the Demerged Company, or to the benefit of which the Demerged Undertaking of the Demerged Company may be eligible/entitled, and which are subsisting or having effect immediately before the Effective Date, shall by endorsement, delivery or by operation of law pursuant to the vesting order of NCLT sanctioning the Scheme, and its filing with the Registrar of Companies concerned, shall be deemed to be approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses (including the licenses granted by any Governmental, statutory or regulatory bodies for the purpose of carrying on its business or in connection therewith), and certificates of every kind and description of whatsoever nature of the Resulting Company, and shall be in full force and effect in favour 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 obligor thereto. Such of the other permits, licenses, consents, approvals, authorizations, quotas, rights, entitlements, allotments, concessions, exemptions, liberties, advantages, no-objection certificates, certifications, easements, tenancies, privileges and similar rights, and any waiver of the foregoing, as are held at present by the Demerged Company, but relate to or benefitting the Demerged Company and the Demerged Undertaking, shall be deemed to constitute separate permits, licenses, consents, approvals, authorizations, quotas, rights, entitlements, allotments, concessions, exemptions, liberties, advantages, no-objection certificates, certifications, easements, tenancies, privileges and similar rights, and any waiver of the foregoing, and the necessary substitution/endorsement shall be made and duly recorded in the



name of the Resulting Company, respectively, by the relevant authorities pursuant to the sanction of this Scheme by NCLT. It is hereby clarified that if the consent of any third party or authority is required to give effect to the provisions of this Clause, the said third party or authority shall take on record the drawn up order of NCLT sanctioning the Scheme on its file and make and duly record the necessary substitution or endorsement in the name of the Resulting Company as successor in interest, pursuant to the sanction of this Scheme by NCLT, and upon this Scheme becoming effective in accordance with the terms hereof. For this purpose, the Resulting Company shall file certified copies of such sanction order, and if required file appropriate applications, forms or documents with relevant authorities concerned for statistical, information and record purposes only, and there shall be no break in the validity and enforceability of approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses (including the licenses granted by any Governmental, statutory or regulatory bodies for the purpose of carrying on its business or in connection therewith), and certificates of every kind and description of whatsoever nature.

19.1.12 Benefits of any and all corporate approvals as may have already been taken by the Demerged Company with respect to the Demerged Undertaking, whether being in the nature of compliances or otherwise, including without limitation, approvals under Sections 98,109,111,180,185,186,188 etc, of the Act read with the rules and regulations made there under, shall stand vested in the Resulting Company and the said corporate approvals and compliances shall, upon this Scheme becoming effective, be deemed to have been taken/complied with by the Resulting Company.

19.1.13 All estates, assets, rights, title, interests and authorities accrued to and/or acquired by the Demerged Company in relation to the Demerged Undertaking shall be deemed to have been accrued to



and/or acquired for and on behalf of the Resulting Company and shall, upon this Scheme coming into effect, pursuant to the provisions of Section 232 and other applicable provisions of the Act, without any further act, instrument or deed be and stand vested in or be deemed to have been vested in the Resulting Company to that extent and shall become the estates, assets, right, title, interests and authorities of the Resulting Company.

19.1.14 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 the bank accounts of the Demerged Company, in relation to or in connection with the Demerged Undertaking, have been replaced with that of the Resulting Company, the Resulting Company shall be entitled to operate the bank accounts of the Demerged Company, in relation to or in connection with the Demerged Undertaking, in the name of the Demerged Company in so far as may be necessary. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Demerged Company, in relation to or in connection with the Demerged Undertaking, after the Effective Date shall be accepted by the bankers of the Resulting Company and credited to the account of the Resulting Company, if presented by the Resulting Company. The Resulting Company shall be allowed to maintain bank accounts in the name of the Demerged Company for such time as may be determined to be necessary by the Resulting Company for presentation and deposition of cheques and pay orders that have been issued in the name of the Demerged Company, in relation to or in connection with the Demerged Undertaking. It is hereby expressly clarified that any legal proceedings by or against the Demerged Company, in relation to or in connection with the Demerged Undertaking, in relation to the cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Demerged Company shall



be instituted, or as the case maybe, continued by or against the Resulting Company after coming into effect of the Scheme.

20. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

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

- a) The Demerged Company shall carry on and be deemed to have carried on the business and activities in relation to Demerged Undertaking and shall stand possessed of their properties and assets relating to Demerged Undertaking for and in trust for the Resulting Company and all the profits / losses accruing on account of the Demerged Undertaking shall for all purposes be treated as profits / losses of the Resulting Company.
- b) The Demerged Company shall not utilize the profits or income, if any, relating to the Demerged Undertaking for the purpose of declaring or paying any dividend or for any other purpose in respect of the period falling on and after the Appointed Date, without the prior written consent of the Board of Directors of the Resulting Company.
- c) The Demerged Company shall not without the prior written consent of the Board of Directors of the Resulting Company or pursuant to any pre-existing obligation, sell, transfer or otherwise alienate, charge, mortgage or encumber or otherwise deal with or dispose of the undertaking relating to Demerged Undertaking or any part thereof except in the ordinary course of its business.
- d) The Demerged Company shall not vary the existing terms and conditions of service of its permanent employees relating to Demerged Undertaking except in the ordinary course of its business or without prior consent of the Resulting Company or pursuant to any pre-existing obligation undertaken by the Demerged Company as the case may be, prior to Effective Date.



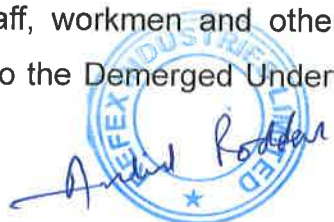
20.2 The Resulting Company shall be entitled, pending the sanction of the Scheme, to apply to the Central/State Government, and all other agencies, departments and authorities concerned as are necessary under any law or rules, for such consents, approvals and sanctions, which the Resulting Company may require pursuant to this Scheme.

21. STAFF, WORKMEN & EMPLOYEES

21.1 All the permanent employees of the Demerged Company engaged in or in relation to the Demerged Undertaking of the Demerged Company, who are in service on the date immediately preceding the Effective Date shall, on and from the Effective Date become and be engaged as the employees of the Resulting Company, without any break or interruption in service as a result of the transfer and on terms and conditions not less favourable than those on which they are engaged by the Demerged Company immediately preceding the Effective Date.

21.2 Services of the employees of the Demerged Company pertaining to the Demerged Undertaking shall be taken into account from the date of their respective appointment with the Demerged Company for the purposes of all retirement benefits and all other entitlements for which they may be eligible. The Resulting Company further agrees that for the purpose of payment of any retrenchment compensation, if any, such past services with the Demerged Company shall also be taken into account. The services of such employees shall not be treated as having been broken or interrupted for the purpose of Provident Fund or Gratuity or Superannuation or other statutory purposes and for all purposes will be reckoned from the date of their respective appointments with the Demerged Company.

21.3 It is provided that as far as the Provident Fund, Gratuity Fund and Pension and/ or Superannuation Fund or any other special fund created or existing for the benefit of the staff, workmen and other employees of the Demerged Company pertaining to the Demerged Undertaking are concerned, upon the



Scheme becoming effective, the Resulting Company shall stand substituted for the Demerged Company in respect of the employees transferred with the Demerged Undertaking for all purposes whatsoever relating to the administration or operation of such Funds or Trusts or in relation to the obligation to make contribution to the said Funds or Trusts in accordance with the provisions of such Funds or Trusts as provided in the respective Trust Deeds or other documents. It is the aim and the intent of the Scheme that all the rights, duties, powers and obligations of the Demerged Undertaking of the Demerged Company in relation to such Funds or Trusts shall become those of the Resulting Company. The Trustees including the Board of Directors of the Demerged Company and the Resulting Company or through any committee / person duly authorized by the Board of Directors in this regard shall be entitled to adopt such course of action in this regard as may be advised provided however that there shall be no discontinuation or breakage in the services of the employees of the Demerged Company.

21.4 With effect from the date of filing of this Scheme with NCLT and up to and including the Effective Date, the Demerged Company shall not vary or modify the terms and conditions of employment of any of its employees engaged in or in relation to the Demerged Undertaking of the Demerged Company, except with written consent of the Resulting Company.

22. TREATMENT OF DEMERGED COMPANY ESOP PLAN AND RESULTING COMPANY ESOP PLAN

22.1 Upon the Scheme becoming effective, the Resulting Company shall allot stock options under the Resulting Company ESOP Plan to the employees of both the Transferor Company and the Demerged Company who are eligible under the respective ESOP plans of the Transferor Company and the Demerged Company on the ESOP Record Date, on terms that are not detrimental to the employees, whether such stock options are vested or unvested. In this regard, the Resulting Company shall, as necessary, establish and implement the Resulting Company ESOP Plan to facilitate and effectuate the allotment of such stock options.



- 22.2 The stock options granted by the Demerged Company under the relevant Demerged Company ESOP Plan shall continue to be held by the respective employees (irrespective of whether they remain employees of the Demerged Company or become employees of the Resulting Company). Upon the Scheme becoming effective, the Demerged Company shall take all necessary steps to modify the Demerged Company ESOP Plan in a manner deemed appropriate and in compliance with applicable laws, in order to enable the continuance of the same in the hands of employees who become employees of the Resulting Company, subject to the approval of the Stock Exchanges and other relevant regulatory authorities, if required under applicable law.
- 22.3 The existing exercise price of the stock options granted by the Demerged Company shall be suitably adjusted in a manner deemed appropriate by the Nomination and Remuneration Committee of the Demerged Company. The adjusted balance of the exercise price shall become the exercise price of the stock options issued by the Resulting Company under Resulting Company ESOP Plan.
- 22.4 While granting stock options under Clause 22.1, the Resulting Company shall, in accordance with applicable laws, consider the period during which the employees held stock options granted by the Transferor Company and the Demerged Company for the purpose of determining the minimum vesting period of the stock options to be granted by the Resulting Company.
- 22.5 Approval granted to the Scheme by the shareholders of the Demerged Company and the Resulting Company shall also be deemed to be the approval granted for any suitable modifications/creation of the ESOP made to the Demerged Company ESOP Plan and Resulting Company ESOP Plan of the respective companies.



22.6 The Boards of the Demerged Company and the Resulting Company, or any committee(s) thereof, if any, shall take such actions and execute such further documents as may be necessary or desirable for the purpose of giving effect to the provisions of this Clause 22 of the Scheme.

23. LEGAL PROCEEDINGS

23.1 All legal proceedings of whatsoever nature by or against the Demerged Company pending and/or arising before the Effective Date and relating to the Demerged Undertaking, 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 Resulting Company, as the case may be in the same manner and to the same extent as would or might have been continued and enforced by or against the Demerged Company. Any cost pertaining to the said proceedings between the Appointed Date and the Effective date incurred by the Demerged Company shall be reimbursed by the Resulting Company.

23.2 After the Effective Date, if any proceedings are taken against the Demerged Company in respect of the matters referred to in the Clause 23.1 above, they shall defend the same at the cost of the Resulting Company, and the Resulting Company shall reimburse and indemnify the Demerged Company against all liabilities and obligations incurred by the Demerged Company in respect thereof.

23.3 The Resulting Company undertakes to have all legal or other proceedings initiated by or against the Demerged Company referred to in Clauses 23.1 or 23.2 above transferred into its name and to have the same continued, prosecuted and enforced by or against the Resulting Company as the case may be, to the exclusion of the Demerged Company.



24. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

24.1 Notwithstanding anything to the contrary contained in the contract, deed, bond, agreement or any other instrument, but subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements and other instruments, if any, of whatsoever nature and subsisting or having effect on the Effective Date and relating to the Demerged Undertaking of the Demerged Company, shall continue in full force and effect against or in favor of the Resulting Company and may be enforced effectively by or against the Resulting Company as fully and effectually as if, instead of the Demerged Company, the Resulting Company had been a party thereto.

24.2 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, enter into, or issue or execute deeds, writings, confirmations, novation, declarations, or other documents with, or in favor of any party to any contract or arrangement to which the Demerged Company is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. 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 required for the purposes referred to above on the part of the Demerged Company.

25. SAVINGS OF CONCLUDED TRANSACTIONS

The transfer of properties and liabilities under Clause 19 above and the continuance of proceedings by or against the Resulting Company under Clause 23 above shall not affect any transaction or proceedings already concluded by the Demerged Company on or after the Appointed Date till the Effective Date, to the end and intent that the Resulting Company accepts and adopts all acts, deeds and things done and executed by the Demerged Company in relation to the Demerged Undertaking in respect thereto as done and executed on behalf of itself.



26. PROFITS AND DIVIDENDS

26.1 The Demerged Company and the Resulting Company shall be entitled to declare and pay dividends, to their respective shareholders until effective date, consistent with the past practice or in ordinary course of business, whether interim or final. Any other dividend shall be recommended/declared only by the mutual consent of the Demerged Company and the Resulting Company.

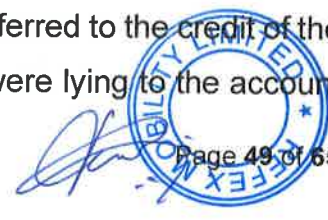
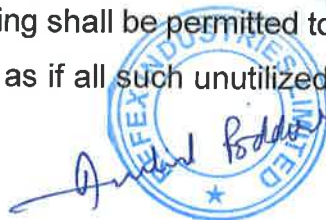
26.2 It is clarified that the aforesaid provisions in respect of declaration of dividends (whether interim or final) are enabling provisions only and shall not be deemed to confer any right on any shareholder of the Demerged Company and the Resulting Company to demand or claim or be entitled to any dividends which, subject to the provisions of the said Act, shall be entirely at the discretion of the respective Boards of the Demerged Company and the Resulting Company as the case may be, and subject to approval, if required, of the shareholders of the Demerged Company and the Resulting Company as the case may be.

27. CONSEQUENTIAL MATTERS RELATING TO TAX

27.1 This demerger under Part C of the Scheme complies with the definition of 'demerger' as per Section 2(19AA) and other provisions of the Income-tax Act, 1961 (including any statutory amendments/modifications/re-enactment thereof), If any terms or clauses of this Scheme are found to be or interpreted to be inconsistent with any of the relevant provisions of the Income-tax Act (including the conditions set out therein), at a later date, whether as a result of a new enactment or any amendment or coming into force of any provision of the Income-tax Act or any other Applicable Law or any judicial or executive interpretation or for any other reason whatsoever, the Demerged Company and the Resulting Company shall discuss in good faith to modify this Scheme in a mutually satisfactory manner that ensures compliance of this Scheme with such provisions.



- 27.2 Upon the Scheme coming into effect, all taxes/ cess/ duties, direct and/ or indirect, payable by or on behalf of the Demerged Undertaking of the Demerged Company from the Appointed Date onwards including all or any refunds and claims, including refunds or claims pending with the Revenue Authorities and including the right to carry forward of accumulated losses under the Income-tax Act, 1961, shall, for all purposes, be treated as the tax/ cess/ duty, liabilities or refunds, claims, accumulated losses and credits pertaining to indirect taxes such as Cenvat credit, VAT credit etc of the Resulting Company.
- 27.3 Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all existing and future incentives, unavailed credits and exemptions, benefit of carried forward losses and other statutory benefits, including in respect of income tax, excise (including Modvat / Cenvat), customs, VAT, goods and service tax, sales tax, service tax etc relating to the Demerged Undertaking to which the Demerged Company is entitled to shall be available to and vest in the Resulting Company.
- 27.4 The Demerged Company and the Resulting Company are expressly permitted to make and/ or revise their income tax returns and related TDS certificates and the right to claim refund, advance tax credits etc. on the Scheme becoming effective as on the Appointed Date and their right to make such revisions in the Income Tax Returns and related Tax Deducted at Source Certificates and the right to claim refunds, advance tax credits, withholding tax credits, benefit of credit for minimum alternate tax and carry forward of accumulated losses etc., pursuant to the provisions of this Scheme and the Scheme becoming effective expressly granted.
- 27.5 In accordance with the Goods and Service Tax Act as are prevalent on the Effective Date in respect of each state, the unutilized credits, benefits, exemptions, if any, relating to GST paid on inputs, work in process, capital goods lying in the accounts of the Demerged Company relating to the Demerged Undertaking shall be permitted to be transferred to the credit of the Resulting Company, as if all such unutilized credits were lying to the account



of the Resulting Company and accordingly the Resulting Company is entitled to set off all such unutilized credits against the GST payable by it.

- 27.6 The benefits in respect of all Taxes deducted at source ('TDS'), Taxes collected at source ('TCS'), payments in respect of advance Taxes, self-assessment Taxes, Tax on regular assessments made or otherwise recovered by the Appropriate Authorities on or after the Appointed Date in the name and PAN of the Demerged Company but relating to the profits, income or gains of the Demerged Undertaking shall be deemed to be the Taxes deducted, collected, paid, recovered, as the case may be, by or from the Resulting Company and the credit in respect thereof shall be available in the hands of the Resulting Company.
- 27.7 The Resulting Company shall be entitled to claim deduction under Section 43B of the Income-tax Act in respect of unpaid liabilities, if any transferred to it as part of the Demerged 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.
- 27.8 If the Demerged Company is entitled to any unutilized credits, benefits under the state or central fiscal/investment incentive Schemes and policies or concessions relating to the Demerged Undertaking under any Tax Law or Applicable Law, the Resulting Company shall be entitled, as an integral part of this Scheme, to claim such benefit or incentives or unutilized credits, as the case may be, without any specific approval or permission and such benefit or incentives or unutilized credits, as the case may be, shall be available for utilization to the Resulting Company in accordance with Applicable Law.



28. CONSIDERATION

28.1 Upon the Scheme becoming effective and upon vesting of the Demerged Undertaking of the Demerged Company in the Resulting Company, the Resulting Company shall, without any further application or deed, issue and allot to the shareholders of the Demerged Company whose name appears in the register of members of the Demerged Company as on the Record Date as may be stipulated by the Board of Directors of Resulting Company, their heirs, executors, administrators or the successors in title, as the case may be as may be recognized by the Board of Directors, in the following proportion viz(**"Share Entitlement Ratio"**):

Issue of shares of the Resulting Company to the Equity Shareholders of the Demerged Company:

"1 (One) fully paid-up Equity Share of Rs.2 each of the Resulting Company shall be issued and allotted as fully paid up for every 1 (One) Equity Shares of Re. 2 each fully paid up held in the Demerged Company."

28.2 The outstanding share warrants if any, shall be exercised and converted into equity shares at the option of the warrant holders prior to the Record Date. However, if any share warrants convertible into equity shares of the Demerged Company are outstanding on the Record Date, upon the Scheme becoming effective and upon vesting of the Demerged Undertaking of the Demerged Company in the Resulting Company, the Resulting Company shall, without any further application or deed, issue and allot share warrants convertible into equity shares of the Resulting Company which are outstanding on the Record Date (**"Warrant Entitlement Ratio"**)

Issue of warrants of the Resulting Company to the Warrant holders of the Demerged Company:

"1 (One) Warrant of the Resulting Company shall be issued and allotted for every 1 (One) Warrant in the Demerged Company."



- 28.3 Consequently, upon the Scheme coming into effect, the Demerged Company shall without further act or deed, issue/ substitute the existing share warrants issued by the Demerged Company which are outstanding on the Record Date with the new share warrants convertible into equity shares, after making necessary adjustments to the issue price on account of demerger.
- 28.4 The adjustments to the issue price of warrants as provided in Clause 28.2 and 28.3 would be based on the net assets (post factoring the impact of merger under Part B of the Scheme), that are transferred to the Resulting Company. The issue price split of the share warrants outstanding as on 22 September 2025 for both the Demerged Company and Resulting Company is provided in **Annexure 1** to this Scheme. Further, the conversion terms for the share warrants into equity shares, as issued by the Resulting Company pursuant to Clause 28.2 are same as per the existing terms of the Demerged Company (i.e., 1 equity share for 1 share warrant)
- 28.5 In the event that the Demerged Company/ the Resulting Company restructures its equity share capital by way of share split/consolidation/issue of bonus shares during the pendency of the Scheme, the Share Entitlement Ratio/Warrant Entitlement Ratio shall be adjusted accordingly to take into account the effect of any such corporate actions.
- 28.6 The Resulting Company shall take necessary steps to increase or alter or reclassify, if necessary, its authorized share capital suitably to enable it to issue and allot the shares required to be issued and allotted by it under this Scheme.
- 28.7 The Capital Clause V of the Memorandum of Association of the Resulting Company shall, with effect from the Appointed Date and upon the Scheme becoming effective and without any further act, deed, matter or thing be replaced by the following Clause:

"The authorized share capital of the Company is 40,00,00,000 (INR Forty Crores only in words) divided into 20,00,00,000 equity shares of INR 2 each



(Rupees Two only) with the rights, privileges and conditions attached thereto as per the relevant provisions of the Articles of Association of the Company and with the power to increase or reduce the Capital of the Company and to attach thereto respectively such preferential, qualified or special rights, privileges and conditions in such manner as may be permitted by the said Act or provided by the Articles of Association of the Company for the time being in force."

28.8 The equity shares and share warrants to be issued and allotted as above shall be subject to the Scheme and in accordance with the Memorandum and Articles of Association of the Resulting Company.

28.9 The equity shares and share warrants issued and allotted by the Resulting Company in terms of this Scheme shall rank pari-passu in all respects with the existing equity shares of the Resulting Company.

28.10 The equity shares shall be issued will be in dematerialized form to those shareholders who hold shares of the Demerged Company in dematerialized form, into the account in which the Demerged Company shares are held or such other account as is intimated by the shareholders to the Demerged Company and / or its Registrar before the Record Date..

28.11 The Board of Directors of the Resulting Company shall, if and to the extent required, apply for and obtain any approvals from concerned Government /Regulatory authorities and undertake necessary compliance for the issue and allotment of equity shares and share warrants to the members of the Demerged Company pursuant to Clause 28.1 and Clause 28.2 of the Scheme.

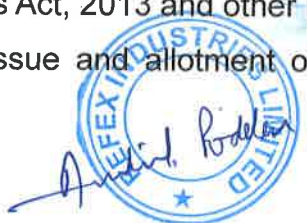
28.12 The equity shares issued and/ or allotted pursuant to Clause 28.1, in respect of such of the equity shares of Demerged Company which are held in abeyance under the provisions of Section 126 of the Act shall, pending settlement of dispute by order of court or otherwise, be held in abeyance by Resulting Company.



28.13 The equity shares to be issued by the Resulting Company to the members of the Demerged Company pursuant to Clause 28.1 of this Scheme will be listed and/or admitted to trading in terms of Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 on all the Stock Exchanges on which shares of the Demerged Company are listed on the Effective Date. The Resulting Company shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with the applicable laws or regulations for the Resulting Company with the formalities of the said Stock Exchanges. The equity shares of the Resulting Company allotted pursuant to the Scheme shall remain frozen in the depositories system till listing and trading permission is given by the designated Stock Exchanges. There shall be no change in the shareholding pattern or control in the Resulting Company between the Record Date and the listing which may affect the status of approvals received from the Stock Exchanges. The Resulting Company shall not issue/ reissue any shares, not covered under this Scheme. Further, there shall be no change in the shareholding pattern or control in the Resulting Company between the Record Date and the listing which may affect the status of approval of the Stock Exchanges.

28.14 The Resulting Company shall, if and to the extent required to, apply for and obtain any approvals from the concerned regulatory authorities including the Reserve Bank of India, for the issue and allotment of equity shares by the Resulting Company to the non-resident / foreign citizen equity shareholders of the Demerged Company. The Resulting Company shall comply with the relevant and applicable rules and regulations including the provisions of Foreign Exchange Management Act, 1999, if any, to enable the Resulting Company to issue and allot equity shares to the non-resident/ foreign citizen equity shareholders of the Demerged Company.

28.15 The approval of this Scheme by the shareholders of the Resulting Company shall be deemed to be the due compliance of the provisions of Section 42, 62 of the Companies Act, 2013 and other relevant and applicable provisions of the Act for the issue and allotment of equity shares by the Resulting



Company to the shareholders of the Demerged Company, as provided in this Scheme.

28.16 The approval of this Scheme by the shareholders of the Demerged Company and the Resulting Company shall be deemed to have the approval for the purpose of effecting the above amendments under Sections 13, Section 14 and other applicable provisions of the Act and no further resolutions would be required to be separately passed in this regard.

29. REDUCTION AND CANCELLATION OF EXISTING EQUITY SHARES OF THE RESULTING COMPANY HELD BY DEMERGED COMPANY

29.1 Pursuant Upon the Scheme becoming effective and upon the issue of shares by the Resulting Company in accordance with Clause 28.1 of the Scheme, the existing 50,000 Nos equity shares of INR 2/- each of the Resulting Company held by the Demerged Company, as on the Effective Date, shall without any application or deed, stand cancelled without any payment.

29.2 The reduction/cancellation of share capital of the Resulting Company held by prior to implementation of the Scheme will result in mirroring the shareholding pattern of the Demerged Company in the Resulting Company The reduction of share capital of Resulting Company shall be effected as an integral part of this Scheme and Resulting Company shall not be required to follow the process under Section 66 of the Act or any other provisions of Applicable Law separately. Further, the above reduction/cancellation of share capital will be credited to the capital reserve in the books of Resulting Company.

29.3 The approval of this Scheme by the shareholders of the Resulting Company shall be deemed to have the approval for the purpose of effecting the capital reduction in the Resulting Company under Section 66 of the Act and other applicable provisions of the Act and no further resolutions would be required to be separately passed in this regard.



29.4 The reduction would not involve either a diminution of liability in respect of unpaid share capital, if any or payment to any shareholder of any unpaid share capital. Notwithstanding the reduction in the equity share capital of Resulting Company, the Resulting Company shall not be required to add "And Reduced" as suffix to its name.

30. ACCOUNTING TREATMENT

30.1 In the books of the Demerged Company:

Upon coming into effect of this Scheme and after giving effect to the accounting treatment specified in the Clause 17 of Part B of the Scheme and with effect from the Appointed Date:

30.1.1 The Demerged Company shall reduce the book value of all assets, liabilities and reserves pertaining to the Demerged Undertaking (vested in RIL pursuant to merger of RGML into RIL in Part B of the Scheme) transferred to the Resulting Company from its books of accounts.

30.1.2 The difference between the net assets (difference between the book value of assets and liabilities as on the Appointed Date) shall be adjusted against Retained Earnings.

30.1.3 Investments in the equity share capital of the Resulting Company will stand cancelled as per Clause 29.1 and be debited to the Retained Earnings of the Demerged Company.

30.2 In the books of Resulting Company:

Upon coming into effect of this Scheme and with effect from the Appointed Date, the Resulting Company shall account the Demerger in accordance with Indian Accounting Standard (Ind AS) 103 – Business Combination as notified under Section 133 of the Act read together with paragraph 3 of the Companies (Indian Accounting Standard) Rules, 2015.



- 30.2.1 The Resulting Company, as on the Appointed Date, shall record the assets and liabilities comprised in the Demerged Undertaking transferred to and vested in it pursuant to this Scheme, at the same value appearing in the books of the Demerged Company.
- 30.2.2 The Resulting Company shall credit its share capital account in its books of account with aggregate face value of the equity shares issued to the shareholders of the Demerged Company pursuant to Clause 28 of this Scheme.
- 30.2.3 The Retained Earnings adjusted by the Demerged Company in relation to the net assets derecognised as mentioned in Clause 30.1.2 shall be preserved in the financial statements of the Resulting Company as Retained Earnings in the same form in which they appeared in the financial statements of the Demerged Company.
- 30.2.4 The difference between the book value of the assets and liabilities pertaining to the Demerged Undertaking transferred from the Demerged Company and recorded by the Resulting Company in accordance with Clause 30.2.1 above, over the amount credited as share capital as per Clause 30.2.2 above, and after giving effect to 30.2.3 above, would be (debited)/credited in the capital reserve.
- 30.2.5 For any matter arising in connection with accounting treatment, the same would be dealt in consultation with Statutory Auditors of the Demerged Company and Resulting Company.
- 30.2.6 In case of any differences in accounting policy between Demerged Company and Resulting Company, the accounting policies, as may be directed by the Board of Directors of the Resulting Company in compliance with the Accounting Standards will prevail and the differences will be quantified and adjusted to ensure that the financial statements of the Resulting Company reflect the financial position on the basis of consistent accounting policy.



PART D

GENERAL TERMS AND CONDITIONS

31. APPLICATION TO NCLT

The Transferee/Demerged Company, the Transferor Company and the Resulting Company shall make Applications / Petitions under Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Act to NCLT for sanction of this Scheme under the provisions of law.

32. MODIFICATION OR AMENDMENTS TO THE SCHEME

The Transferee/ Demerged Company, the Transferor Company and the Resulting Company, with approval of their respective Board of Directors may consent, from time to time, on behalf of all persons concerned, to any modifications / amendments or additions / deletions to the Scheme which may otherwise be considered necessary, desirable or appropriate by the said Board of Directors to resolve all doubts or difficulties that may arise for carrying out this Scheme and to do and execute all acts, deeds, matters, and things necessary for bringing this Scheme into effect or agree to any terms and / or conditions or limitations that NCLT or any other authorities under law may deem fit to approve of, to direct and / or impose. The aforesaid powers of the Transferee/ Demerged Company, the Transferor Company and the Resulting Company to give effect to the modification / amendments to the Scheme may be exercised by their respective Board of Directors or any person authorised in that behalf by the concerned Board of Directors subject to approval of NCLT or any other authorities under the applicable law.

33. CONDITIONS PRECEDENT

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



- 33.1.1 Receipt of no-objection/observation letter from the Stock Exchanges in relation to this Scheme under Regulation 11 and 37 of the SEBI LODR regulations read with the SEBI Circular.
- 33.1.2 The sanction or approval of the Appropriate Authorities including SEBI, Stock Exchanges in respect of the Scheme being obtained in respect of any of the matters in respect of which such sanction or approval is required or on the expiry of any statutory time period pursuant to which such approval is deemed to have been granted;
- 33.1.3 Approval of the Scheme by the requisite majority in number and value of such class of persons including the respective members and/or creditors of the Transferor Company, the Transferee Company/the Demerged Company and the Resulting Company as required under the Act and as may be directed by NCLT;
- 33.1.4 Certified or authenticated copy of the Order of NCLT sanctioning the Scheme being filed with the respective Registrar of Companies by the Transferor Company, the Transferee Company/Demerged Company and the Resulting Company as may be applicable.
- 33.2 It is hereby clarified that submission of the Scheme to NCLT and to Appropriate Authorities for their respective approvals is without prejudice to all rights, interests, titles or defences that the Transferor Company, the Transferee Company/Demerged Company and the Resulting Company may have under or pursuant to all appropriate and Applicable Law.
- 33.3 The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the NCLT or made as per Clause 32 of the Scheme, shall be effective from the Appointed Date and shall be operative from the Effective Date. The various parts of the Scheme shall be deemed to have taken effect in the following sequence:



33.3.1 Firstly, Part B of the Scheme (relating to amalgamation of Transferor Company into and with Transferee Company) shall be deemed to have taken effect; and

33.3.2 Thereafter, Part C of the Scheme (relating to demerger of Demerged Undertaking vested about in Part B from the Demerged Company into the Resulting Company) and reduction and cancellation of existing equity shares of the Resulting Company held by the Demerged Company, shall be deemed to have taken effect.

34. EFFECT OF NON-RECEIPT OF APPROVALS AND MATTERS RELATING TO REVOCATION/WITHDRAWAL OF THE SCHEME

34.1 The Transferor Company, the Transferee/Demerged Company and the Resulting Company through their respective Board shall each be at liberty to withdraw from this Scheme (i) in case any condition or alteration imposed by any Appropriate Authority / person is unacceptable to any of them or (ii) they are of the view that coming into effect of the respective parts to this Scheme could have adverse implications on the respective companies.

34.2 In the event of revocation/withdrawal under Clause 34.1 no rights and liabilities whatsoever shall accrue to or be incurred inter se the Transferor Company, the Transferee/Demerged Company and the Resulting Company or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or in accordance with the Applicable Law and in such case, the Transferor Company, the Transferee/ Demerged Company and the Resulting Company shall bear its own costs, unless otherwise mutually agreed.



35. REMAINING BUSINESS OF RIL

- 35.1 The Remaining Business/Remaining Business Undertaking (which represents the business undertaken by RIL directly prior to Part B of this Scheme i.e., Businesses other than Green Mobility) and all the assets, liabilities, contingent liabilities and obligations pertaining thereto shall continue to belong to and continue to be vested in and be managed by the Demerged Company.
- 35.2 All legal, taxation or other proceedings by or against the Demerged Company under any statute, whether pending on the Appointed Date 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 (or successor thereof). The Resulting Company shall in no event be responsible or liable in relation to any such legal, taxation or other proceeding against the Demerged Company (or successor thereof) relating to the Remaining Business.
- 35.3 All contracts, deeds, bonds, agreements, insurance policies and other instruments of whatsoever nature other than those relating to the Demerged Undertaking to which the Demerged Company is a party, subsisting or having effect on or before the Effective Date shall continue to be in full force and effect by or against the Demerged Company.
- 35.4 The Demerged Company shall be deemed to have been carrying on and to be carrying on all business and activities relating to the Remaining Business for and on its own behalf.
- 35.5 All profits accruing to the Demerged Company or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the Remaining Business shall, for all purposes, be treated as the profits, taxes or losses, as the case may be, of the Demerged Company (or successor thereof).



35.6 In case of any litigation, suits, recovery proceedings which are to be initiated or may be initiated against any of the Resulting Company in relation to Remaining Business including litigations, suits, recovery proceedings relating to labour issues, the Demerged Company shall be made party thereto and any payment and expenses made thereto shall be the liability of the Demerged Company. Any other litigation, suit, recovery proceedings of labour matters pertaining to Remaining Business that may, arise after the Effective Date, shall also be continued and enforced by or against the Demerged Company and no liability shall be vested in the Resulting Company.

36. COSTS, CHARGES & EXPENSES

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferor Company, the Transferee Company/Demerged Company and the Resulting Company arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto shall be borne by the Transferee Company/the Resulting Company mutually.

37. ADMINISTRATIVE CONVENIENCE AND DEEMED COMPLIANCE WITH VESTING CLAUSES

Notwithstanding that, as per Clause 5 (Vesting of Assets and Liabilities), Clause 7 (Staff, Workmen & Employees), Clause 8 (Legal Proceedings) Clause 9 (Contracts, Deeds, and Other Instruments), Clause 10 (Consequential matters relating to tax), Clause 13 (Validity of existing resolutions) etc., of Part B of the Scheme, the assets, liabilities, contracts, intellectual property, licenses, and employees entirely pertaining to the Transferor Company initially vest in the Transferee Company, and are subsequently demerged and vested in the Resulting Company under Clause 19 (Transfer and Vesting of Demerged Undertaking from the Demerged Company into the Resulting Company), Clause 21 (Staff, Workmen & Employees), Clause 23 (Legal Proceedings) and Clause 24 (Contracts, Deeds, and Other Instruments), Clause 27 (Consequential matters relating to



tax) of Part C of the Scheme on the same Appointed Date, it is hereby clarified that, for administrative convenience, such transfers shall be effected directly from the Transferor Company to the Resulting Company from an administrative convenience and practical standpoint. Such transfer as per this clause shall be deemed to constitute adequate compliance with the relevant requirements of the aforementioned Clauses in the respective Parts of the Scheme.



Annexure-1

Outstanding warrants in the Demerged Company:

Particulars	No of Warrants	Issue price per warrant (A)	Adjustments- Demerger (B)	Issue price per warrant -Post Demerger (C=(A)-B)
Refex Holding Private Limited	75,75,000	125	(8)	117
Mrs. Ugamdevi Jain	26,50,000	468	(31)	437
Mrs. Dimple Jain	26,50,000	468	(31)	437
Mr. Yash Jain	26,45,000	468	(31)	437
Public	32,25,000	468	(31)	437
Total	1,87,45,000			

New warrants in the Resulting Company:

Particulars	No of Warrants (A)	New Issue price per warrant (B)
Refex Holding Private Limited	75,75,000	8
Mrs. Ugamdevi Jain	26,50,000	31
Mrs. Dimple Jain	26,50,000	31
Mr. Yash Jain	26,45,000	31
Public	32,25,000	31
Total	1,87,45,000	



Annexure-2

List of assets & liabilities pertaining to Green Mobility Business Undertaking of Demerged Company (post giving effect to the merger of RGML into RIL under Part B of the Scheme) as on Appointed Date i.e. 01 April 2025 transferred to Resulting Company:

S.No	Particulars	Amounts (in INR Lakhs)
Assets		
1	Fixed assets	4,296
2	Right of use assets	2,276
3	Investments	523
4	Investment in leased assets	8,921
5	Loans and advances	2,325
6	Inventories	4
7	Trade receivables	298
8	Cash and bank	685
9	Contract asset	312
10	Other assets	1,560
	Total Assets	21,199
Liabilities		
1	Borrowings	7,164
2	Trade payables	142
3	Provisions	26
4	Other liabilities	5,602
	Total Liabilities	12,934

