

SCHEME OF AMALGAMATION AND ARRANGEMENT

AMONG

AMNS-KHOPOLI-LIMITED
(formerly Uttam Galva Steels Limited)

AMALGAMATING COMPANY

AND

ARCELORMITTAL NIPPON STEEL INDIA
LIMITED

AMALGAMATED COMPANY

AND

THEIR RESPECTIVE SHAREHOLDERS

UNDER SECTIONS 230 TO 232 READ WITH SECTION 66 AND OTHER APPLICABLE
PROVISIONS OF THE COMPANIES ACT, 2013



A. PREAMBLE

This Scheme provides for the amalgamation of the Amalgamating Company (*as defined below*) into and with the Amalgamated Company (*as defined below*) on a going concern and other consequential and connected matters, pursuant to the provisions of Sections 230 to 232 read with Section 66 of the Act (*as defined below*) and other applicable provisions of the Act and consequent dissolution of the Amalgamating Company without winding up, in accordance with Section 2(1B) of the Income Tax Act (*as defined below*) and other applicable provisions of the Income Tax Act.

B. DESCRIPTION OF COMPANIES

- (i) AMNS Khopoli Limited (“AMNS Khopoli” or “Amalgamating Company”), an unlisted public limited company, is a wholly-owned subsidiary of AM Mining India Private Limited (“AM Mining”). AMNS Khopoli was incorporated on March 29, 1985 as Uttam Galva Steels Limited with the Registrar of Companies, Maharashtra, under the provisions of the Companies Act, 1956. Its name was changed to Uttam Steel Limited on May 18, 1993, and subsequently to Uttam Galva Steels Limited on January 23, 2002. On October 1, 2020, a corporate insolvency resolution process was initiated under the Insolvency and Bankruptcy Code, 2016 (the “IBC”) in relation to Uttam Galva Steels Limited. Consequently, AM Mining was declared the successful resolution applicant. The NCLT, Mumbai Bench passed an order dated October 14, 2022 approving the resolution plan submitted by AM Mining (such plan, the “Resolution Plan”). The Resolution Plan was implemented on November 10, 2022 and pursuant to the acquisition of Uttam Galva Steels Limited by AM Mining, Uttam Galva Steels Limited became a wholly-owned subsidiary of AM Mining. Subsequently, its name was changed from ‘Uttam Galva Steels Limited’ to ‘AMNS Khopoli Limited’ on December 15, 2022. AMNS Khopoli’s current registered office address is situated at Admin Block, Survey No. 71-75, Village Donvat, Khopoli-Pen Road, Khalapur Raigarh, Maharashtra – 410203, India. The board of directors and the shareholders of Amalgamating Company approved the shifting the registered office of Amalgamating Company to the State of Gujarat on December 15, 2022 and December 23, 2022, respectively. The Amalgamating Company is in the process of undertaking all necessary actions to shift its registered office to the State of Gujarat. The equity shares of AMNS Khopoli were previously listed on the BSE Limited and the National Stock Exchange of India Limited. The equity shares of AMNS Khopoli were delisted with effect from December 8, 2022. AMNS Khopoli is engaged in the business of manufacturing and sale of downstream steel products

The main objects of AMNS Khopoli as stated in its memorandum of association are as follows:

- To carry on the business in galvanising, processing electroplating and coating of all kinds of metals (ferrous and non-ferrous), PVC, clad, by hot, cold or other modern methods and of manufactures, processors rerollers, refiners, smelters, converters, producers, exporters, importers, traders, dealers, distributors, stockiest, buyers, sellers, agents or merchants in all kinds and forms of steel including mild, high carbon spring, high speed tools, stainless steel, special steels, and products thereof required in or used for industrial, agricultural, transport, commercial, defense, domestic, power, transmission or construction purpose.*
- To manufacture, fabricate, produce, erect, assemble, install, build, rebuild, overhaul service, import, export, buy, sell and otherwise deal in every kinds of plant and*



machinery, vessels, tanks, filters, air drying plants, intercoolers, heat recover system, power equipment, ERW steel tubes (Electric Resistance Welded Steel Tubes), Iron and Steel, Metal (ferrous and non-ferrous) steel alloys, scrap, pipes, wire drawing of any metal and to carry on business of fabrication casting and forging of all types of ferrous and non-ferrous metals.

- (ii) ArcelorMittal Nippon Steel India Limited (“AMNSI”), an unlisted public limited company, was incorporated on June 1, 1976 as Essar Constructions Limited, with the Registrar of Companies, Ahmedabad under the provisions of the Companies Act, 1956. Its name was changed to Essar Gujarat Limited on August 19, 1987, and subsequently to Essar Steel Limited on December 4, 1995. Thereafter, the name was changed to Essar Steel India Limited on January 18, 2012. On August 2, 2017, corporate insolvency resolution process was initiated under the Insolvency and Bankruptcy Code, 2016 in relation to Essar Steel India Limited. Consequently, AMNSI was acquired by the joint venture of ArcelorMittal and Nippon Steel On December 16, 2019 pursuant to the Supreme Court’s judgement dated November 15, 2019. Subsequently, its name was changed from ‘Essar Steel India Limited’ to ‘ArcelorMittal Nippon Steel India Limited’ on January 8, 2020. AMNSI is now a wholly owned subsidiary of Oakey Holding B.V.. Its registered office address is situated at AMNS House, AMNS Township, 27th km, Surat Hazira Road, Hazira, Surat – 394270, Gujarat, India. AMNSI owns and operates an integrated steel manufacturing facility comprising the unit for manufacturing of flat rolled products at Hazira, a pre-coated facility at Pune, beneficiation facilities at Kirandul and Dabuna, slurry pipelines, pelletisation facilities at Vizag and Paradeep and mining of iron ore at Keonjhar and Sundargarh. The Company also operates processing and distribution centers and hypermarts at various locations across India.

The main objects of AMNSI as stated in its memorandum of association are as follows:

- 1. To carry on business of constructional engineers, mechanical engineers, Iron Founders, Public Works and general Contractors, Constructors Builders, dealers, in bridges Steel Frames, Buildings, steel, iron, structures of all kinds, iron and steel converters, smiths, wood workers, painters, electrical engineers and electricians and dredgers.*
- 2. To undertake any type of construction work comprising of Civil, Mechanical, Electrical and Electronic Works, including Construction of Jetties, Breakwater, Casting of Concrete Blocks, Beams, Tetrapod's, Roads, Heavy Construction Works, etc.*
- 3. To act as consulting engineers for construction of Harbour, Ports, Buildings, Bridges, Dams, Tunnels, etc., and to execute contracts for construction of such works.*
- 4. To maintain and undertake repairs of Ships, Barges, Boats, Lorries, Tractors, Trailers, Cranes, Plant and Machineries of any kind including Earthmoving machineries.*
- 5. To deal in or manufacture, import, export, trade or use iron and steel, hardware, Cement, Lime, Stones, Bricks, Sand, China Clay and any other construction materials, Oils, Diesels, Timbers, Motor, Paints, Granite, Varnishes, and other materials required for the purposes of business of the Company.*
- 6. To carry out the work of Harbour and Port construction including dealing in blue*



metal, Quarrying of Stone and Stone-metals, Transport by means of Lorries, Tippers, Tractors, Trailers, or any other suitable means, use Cranes or other earthmoving machineries, Compressors, Jack Hammers or other equipment. Transport over area by barges, floating Crafts, Lighters, Ships, Boats and Vessels, Launches, Motorboats, etc., Passenger, Mail, Live Stock Goods, Foods and Merchandise and articles of all kinds.

7. *To own, purchase, hire, import, export, dredgers, or any other equipment required for dredging operation and any other relevant operations and to undertake construction for dredging Harbours, Ports, Rivers, Canals, Dams, etc.*
8. *To carry on business as manufacturers, merchants, dealers, agents, importers, exporters, buyers, sellers, stockists, distributors, processors, assemblers, traders, retailers and marketers in all kinds of goods including but not limited to consumers electronics, domestic appliances, entertainment products, machineries, equipment, media and content in all its forms, components and spares, accessories, communication services including pre-paid and post-paid connections, internet packages, all kinds of telecom related products including but not limited to mobile handsets, telephone instruments whether corded, cordless, mobile or of any other kind, tele - terminals, fax machines, telegraphs, recording instruments and devices, telephone message / answering machines and devices, dialing machines, trunk dialing barring devices, wireless sets and other wireless communication devices like radio pagers, cellular phones, satellite phones etc, telecom switching equipments of all kinds, telecom transmission equipments of all kinds, test equipments, instruments, apparatus, appliances and accessories and equipment and machinery for the manufacture thereof and all kinds of services including but not limited to repairs, after sales services, food vending services and to assist, develop, procure, manage, operate and lease, servicing stations, retail outlets, depots and other modes of distribution, procurement and marketing of any of the above mentioned goods or services across India or overseas and to provide technical services in respect thereof or relating thereto.*
9. *To carry on the business of running an online shopping portal over internet for all kinds of industrial material, construction material, home decor and interior materials and consultancy services, mason and carpentry services, to act as commission agents for companies on behalf of other manufacturers, dealers, carrying and forwarding agents, retailers, sellers whose products are listed on the e-commerce portal, to act as agents or sub- agents for any other business whether of a similar nature or not and to accept and enter into sub-contracts for the performance and carrying on any of the purpose for which the company is formed, to offer promotion services, campaign and advertising services on and through web portal, providing solutions and services related to Web-Technologies, Internet and E-commerce, including to design, develop, maintain, operate, own, establish, install, host, provide, create, facilitate, supply, sale, purchase, licence or otherwise deal in Internet portals, Internet networks, Media Portals, Internet solutions, Internet gateways, E-commerce, Web-site designing, Web based and Web enabled services and applications, E-commerce service provider, E-commerce solutions, E-commerce platforms, E-commerce education, E-commerce technologies and E-business solutions and to provide consultancy services addressed to business process engineering, information technology and the design and implementation of information technology solutions for Industry and to establish computer network, either as part of international network or as stand-alone network or otherwise, development of websites, Portal Sites and provide high speed digital /*



analog communication links to other networks and any other service which is feasible by using internet or any other such international networks and to create, manage and protect the intellectual property and/ or rights associated with providing above-mentioned services.

10. *To carry on in India and elsewhere the trade or business of manufacturing, prospecting, raising, operating, buying, selling, importing, exporting, purchasing or otherwise dealing:*

- a) in iron and steel as iron mongers, iron masters, steel makers and steel converters;*
- b) in ferro-silicon, ferro-chromine and/or all products made of iron and steel, coking coal, manganese, ferro-manganese, limestone, refractories, iron ore and other alloys;*
- c) as miners, smelters, and iron founders;*
- d) in stainless steel, silicon steel, special steel, mild steel and in allied products, fireclay, dolomite, limestone, refractories, iron ore, bauxite, cement, chemicals, fertilizers, manures, distilleries, dye making and industrial and non-industrial gas, lime burners, stone quarrying concrete manufacturing in all respective branches, and other allied input or other materials.*

C. BACKGROUND AND RATIONALE FOR THIS SCHEME

The proposed amalgamation envisaged under this Scheme is in furtherance of the objective to designate the Amalgamated Company as the primary vehicle for operating the steel business of the ArcelorMittal Nippon Steel joint venture in India, such that all the assets and related liabilities of the Amalgamating Company, which are more suited for the business currently undertaken by the Amalgamated Company, would be amalgamated into and with the Amalgamated Company to improve efficiencies and lead to further synergies.

The management of each of the Parties believes that this Scheme will result in, *inter-alia*, the following benefits:

- (i) **Creation of synergies:** The concentration of the business of the Amalgamating Company and AMNSI in one entity as contemplated in the Scheme, will enhance combined competitive strength and result in synergies, which shall best serve the existing market.
- (ii) **Streamlining efficient structure:** The proposed amalgamation of the Amalgamating Company into and with AMNSI will remove inefficiencies, unlock intrinsic value of assets and combine similar business interests into a single corporate entity, resulting in simplification, and efficient administration.
- (iii) **Consolidation of business operations:** The proposed amalgamation will achieve consolidation of business operations of the Amalgamating Company and AMNSI, resulting in economies of scale, improved allocation of capital, and optimization of cash flows, which will consequently contribute to the overall growth and value creation of AMNSI. Therefore, the Amalgamated Company, as the amalgamated entity, will have an enhanced value and return for its shareholder.
- (iv) **Reduction in costs:** The proposed amalgamation will enable AMNSI to optimize the resources required for overall general and administrative purposes by avoiding replication of such resources against several group companies operating within the same market. AMNSI will be able to use its existing resources as well as the resources of the



Amalgamating Company, which is expected to reduce the cost of maintaining and using separate resources.

- (v) **Value maximization:** The proposed amalgamation envisages the movement of symbiotic assets that are presently held by Amalgamating Company into Amalgamated Company to improve prospects for utilization of such assets, operations and inter-dependency, while simultaneously reducing redundancy, thereby increasing the overall value generated by the businesses in India.
- (vi) **Improved customer satisfaction:** The proposed amalgamation will make it easier to address needs of customers by providing them uniform product and service experience, on-time supplies and improved service levels thereby improving customer satisfaction.
- (vii) **Improved safety, environment and sustainability practices:** The proposed amalgamation will result in increased coverage of plant automation across plants of the Amalgamating Company, by using AMNSI's information technology applications and systems.

This Scheme has been drawn up to comply with the conditions relating to "amalgamation" as specified under Section 2(1B) of the Income Tax Act. If any terms or provisions of this Scheme is/are inconsistent with the provisions of Section 2(1B) of the Income Tax Act, the provisions of Section 2(1B) of the Income Tax Act shall prevail and this Scheme shall stand modified to the extent necessary to comply with Section 2(1B) of the Income Tax Act, such that the modification does not affect other parts of the Scheme.

Therefore, this Scheme and the proposed amalgamation is in the best interest of all Parties and their respective shareholders, creditors and stakeholders, and is not prejudicial to the interests of any of the concerned shareholders, creditors, stakeholders or the general public at large.

D. PARTS OF THIS SCHEME

This Scheme is divided into the following parts:

- (i) **PART I** deals with the definitions, interpretation, effective date and share capital of the Parties;
- (ii) **PART II** deals with the amalgamation of the Amalgamating Company into and with the Amalgamated Company; and
- (iii) **PART III** deals with the general terms and conditions applicable to this Scheme.



PART I

1. DEFINITIONS, INTERPRETATION, EFFECTIVE DATE AND SHARE CAPITAL

1.1. DEFINITIONS

In this Scheme, the following words and expressions shall, unless the context requires otherwise, have the following meanings ascribed to them:

- 1.1.1. “**Act**” means the Companies Act, 2013 and the rules and regulations made thereunder, including any re-enactment, amendment or modifications thereof;
- 1.1.2. “**AM Mining**” means AM Mining India Private Limited, a private limited company, incorporated on October 31, 2019 with the Registrar of Companies, New Delhi under the provisions of the Act. It is currently registered with the Registrar of Companies, Delhi, and its registered office is located at A-74 Nizamuddin East, South Delhi, New Delhi, Delhi – 110013, India.
- 1.1.3. “**Amalgamated Company**” means ArcelorMittal Nippon Steel India Limited (formerly Essar Steel India Limited), an unlisted public limited company, having its registered office at AMNS House, AMNS Township, 27th km, Surat Hazira Road, Hazira, Surat – 394270, Gujarat, India;
- 1.1.4. “**Amalgamated Company 1**” means the Amalgamated Company upon completion of amalgamation in accordance with the provisions of Part II of the Scheme (other than Clause 2.4).
- 1.1.5. “**Amalgamating Company**” or “**AMNS Khopoli**” means AMNS Khopoli Limited (formerly Uttam Galva Steels Limited), an unlisted public limited company, having its registered office address at Admin Block, Survey No. 71-75, Village Donvat, Khopoli-Pen Road, Khalapur Raigarh, Maharashtra – 410203, India;
- 1.1.6. “**AMNS Khopoli Equity Shares**” means equity shares of the Amalgamating Company, each having a face value of INR 10;
- 1.1.7. “**Appointed Date**” means November 10, 2022;
- 1.1.8. “**Board of Directors**” in relation to a Party, means the board of directors of such Party, including any committees constituted by the board of directors and persons authorised by the board of directors or such committees;
- 1.1.9. “**Contract**” means any contract, lease, licence, indenture, agreement, joint venture agreement, commitment or other legally binding arrangement including the Resolution Plan;
- 1.1.10. “**Effective Date**” means the date on which the certified copy of the order of Tribunal sanctioning the Scheme is filed with the relevant Registrar of Companies by the Amalgamating Company and the Amalgamated Company or such other date as may be approved by the Tribunal;
- 1.1.11. “**Eligibility Certificate**” means the eligibility certificate dated June 29, 2015, issued by the Directorate of Industries, Government of Maharashtra, to the Amalgamating Company;
- 1.1.12. “**Governmental Approval**” means any consent, approval, licence, permit, order, exemption, certificate, clearance or authorisation obtained or to be obtained from, or any registration, notification, declaration or filing made to or with, or to be made to or with, any Governmental



Authority;

- 1.1.13. **“Governmental Authority”** means any national, regional or local government or governmental, administrative, fiscal, judicial, or government-owned body of any nation or any of its ministries, departments, secretariats, agencies or any legislative body, commission, authority, court or tribunal or entity, and shall include any relevant Tax authority and any other authority exercising jurisdiction over a Party;
- 1.1.14. **“GST”** means goods and services tax as per Integrated Goods and Services Tax Act, 2017 (‘IGST’), Central Goods and Services Tax Act, 2017 (‘CGST’) and relevant State Goods and Services Tax Act, 2017 (‘SGST’), and includes Goods and Services Tax (Compensation to States) Act, 2017;
- 1.1.15. **“Income Tax Act”** means the Income-tax Act, 1961, and the rules, regulations, orders, ordinances, circulars, notifications, and the like issued and prescribed thereunder, including any re-enactment, amendment or modifications thereof;
- 1.1.16. **“Intellectual Property Rights”** means all domestic and foreign intellectual property rights, including with respect to all patents, patent applications, and trademarks, service marks, trade names, trade dress, logos, corporate names, brand names, domain names, all copyrights, designs and mask works, and all registrations, applications and renewals in connection therewith, and software and all website content (including text, graphics, images, audio, video and data), know how, trade secrets, confidential business information and other proprietary information;
- 1.1.17. **“Judgment”** means any judgment, order, decree, writ, injunction, circular, award, settlement, stipulation or finding issued, promulgated, made, rendered, entered into or enforced by or with any Governmental Authority (in each case, whether temporary, preliminary or permanent);
- 1.1.18. **“Law”** means any statute, law, ordinance, rule, regulation, Governmental Approval, directives, guidelines, policy, order, ordinances, circulars, notifications, press note, notification, circular, order, writ, injunction, directive, Judgment, decree issued by any Governmental Authority or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, or other similar directives made pursuant to such laws, whether in effect on the date of this Scheme or at any time after such date by any concerned authority having jurisdiction over the matter in question;
- 1.1.19 **“Lien”** means (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under applicable Law, (ii) any proxy for exercising voting rights issued to any third party, power of attorney issued to any third party for transferring and/or exercising any rights, voting trust agreement, interest, option, right of first offer, refusal or transfer restriction in favour of any Person, and (iii) any adverse claim as to title, possession or use;
- 1.1.20. **“Party”** or **“Parties”** means the Amalgamating Company and the Amalgamated Company;
- 1.1.21. **“Person”** means any individual, general or limited partnership, corporation, body corporate, limited liability company, joint stock company, trust, firm, joint venture, unincorporated organisation, association or any other entity, including any Governmental Authority, or any group consisting of two or more of the foregoing;



- 1.1.22. **“Preference Shares”** means the non-convertible redeemable preference shares of AMNSI, each having face value of INR 10 (Indian Rupees Ten only) and carrying the terms as set out in Schedule I, to be issued to AM Mining at a fair value of INR 10 as consideration for the amalgamation of the Amalgamating Company into and with the Amalgamated Company in accordance with Part II of this Scheme;
- 1.1.23. **“RoC”** means the relevant jurisdictional Registrar(s) of Companies;
- 1.1.24. **“Record Date”** means the date to be fixed by the Board of Directors of the Amalgamating Company for the purposes of determining the shareholders of the Amalgamating Company to whom Preference Shares will be issued and allotted, in terms of Part II of this Scheme, by the Amalgamated Company;
- 1.1.25. **“Scheme”** means this Scheme of Amalgamation, subject to any modification(s) thereto as may be imposed by the Tribunal or any modification(s) sought by the Parties, as approved by the Tribunal;
- 1.1.26. **“Tax” or “Taxes”** means any and all taxes (direct or indirect), surcharges, fees, cess, premium, assessments, levies, duties, tariffs, social security charges, imposts and other charges of any kind (whether or not contingent, recorded, assessed, disputed, whether or not in relation to or on account of assessment, reassessment, notice, proceedings, compounding, non-compliance, non-filing, non-preparation of documents, reports including but not limited to pursuant to any surveys or summons) imposed by any Governmental Authority (together with any and all charges, interest, fines, penalties, additions to tax and additional amounts imposed with respect thereto, by whatever name called), in each case in the nature of a tax, imposed by any Governmental Authority (whether payable directly or by withholding), including but not limited to taxes based upon or measured by income, windfall or other profits, gross receipts, property, sales, severance, branch profits, provident fund, wage withholding tax, other withholding tax (i.e. interest, rent, etc.), TCS, TDS, employee state insurance and gratuity contributions, professional tax, dividend tax, customs duties, excise duties, central sales tax, withholding tax, self-assessment tax, advance tax, service tax, goods and services tax, entry tax, cess, octroi, stamp duty, transfer tax, value-added tax, minimum alternate tax, banking cash transaction tax, securities transaction tax, taxes withheld or paid in a foreign country, and registration fees, capital tax and other transaction taxes, dividend withholding tax, real estate taxes, municipal taxes and duties and environmental taxes and duties, together with all interest, penalties, fines, additions to tax, surcharges or other additional amounts imposed in respect or relating thereto that may be payable or due or levied, imposed upon or claimed to be owed in any relevant jurisdiction;;
- 1.1.27 **“Tax Credits”** means all credits or advances or balances including Tax incentives (including incentives in respect of income Tax, sales Tax, value added Tax, service Tax, excise duties, custom duties, goods and services Tax), advantages, privileges, exemptions, credits, holidays, remissions, reductions, etc, pertaining to Taxes including without limitation to sales tax credit, income tax credit, advance tax, minimum alternate tax credit, self-assessment tax, withholding tax credits, goods and services tax credit (including transitional credit), sales tax/ VAT credit, advance tax, CENVAT credit, GST credits, cess credits, other indirect tax credit, other Tax receivables, Tax refunds (including those pending with any Tax authority), eligibility certificates, if any (including the Eligibility Certificate), advantages, subsidies, benefits and all other rights and facilities of every kind, nature and description whatsoever under Tax Laws;
- 1.1.28. **“TCS”** means tax collected at source under the provisions of the Income Tax Act;



- 1.1.29. “TDS” means tax deducted at source under the provisions of the Income Tax Act;
- 1.1.30. “Tribunal” or “NCLT” means (i) the National Company Law Tribunal, Ahmedabad Bench, which has jurisdiction in relation to the Amalgamated Company and (ii) the National Company Law Tribunal, Mumbai Bench, which has jurisdiction in relation to the Amalgamating Company; and
- 1.1.31. “Valuation Report” means the report dated October 27, 2023 issued by PwC Business Consulting Services LLP certifying the fair value for issuance of Preference Shares by the Amalgamated Company to AM Mining as consideration in lieu of the amalgamation of the Amalgamating Company into and with the Amalgamated Company in accordance with Part II of this Scheme.

1.2. INTERPRETATION

1.2.1. All terms and words used in this Scheme but not specifically defined herein shall, unless contrary to the context thereof, have the meaning ascribed to them under the Act.

1.2.2. In this Scheme, unless the context otherwise requires:

- (i) references to a statutory provision include any subordinate legislation made from time to time under that provision;
- (ii) references to the singular 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 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 1.2.2 shall operate to increase the liability of any Party beyond that which would have existed had this Clause 1.2.2 been omitted;
- (iv) references to a document shall be a reference to that document as modified, amended, novated or replaced from time to time;
- (v) headings are for convenience only and shall be ignored in construing or interpreting any provision of this Scheme;
- (vi) the expression “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (and not merely the sub-Clause, paragraph or other provision) in which the expression occurs;
- (vii) references to Clauses and Schedules are to Clauses of and Schedules to this Scheme;
- (viii) references to any Person shall include that Person’s successors and permitted assigns or transferees;
- (ix) references to the words “include” or “including” shall be construed without limitation;
- (x) references to the words “hereof”, “herein” and “hereunder” and words of similar import shall refer to this Scheme as a whole and not to any particular provision of this Scheme; and



- (xi) where a wider construction is possible, the words “other” and “otherwise” shall not be construed *ejusdem generis* with any foregoing words.

1.3. EFFECTIVE DATE

The Scheme set out herein in its present form, or with modification(s), if any, made in accordance with the provisions of this Scheme and the directions of the Tribunal, shall become effective from the Appointed Date and be operative from the Effective Date.

1.4. SHARE CAPITAL

- 1.4.1 The authorized, issued, subscribed and paid-up capital of AMNS Khopoli as on September 30, 2023 is as under:

SHARE CAPITAL	AMOUNT IN INR
Authorized Share Capital	
5,00,00,00,000 Equity Shares of INR 10 each	50,00,00,00,000
Total	50,00,00,00,000
Issued, Subscribed and Paid-up Share Capital	
4,02,00,00,000 Equity Shares of INR 10 each	40,20,00,00,000
Total	40,20,00,00,000

- 1.4.2. The authorized, issued, subscribed and paid-up capital of AMNSI as on September 30, 2023 is as under:

SHARE CAPITAL	AMOUNT IN INR
Authorized Share Capital	
79,90,00,00,000 Equity Shares of INR 10 each	7,99,00,00,00,000
10,00,00,00,000 10% Cumulative Redeemable Preference Shares of INR 10 each	1,00,00,00,00,000
Total	8,00,00,00,00,000
Issued, Subscribed and Paid-up Share Capital	
25,04,13,06,142 Equity Shares of INR 10 each	2,50,41,30,61,420
Total	2,50,41,30,61,420

- 1.4.3. The shares or any other securities of the Amalgamating Company and AMNSI are not listed on any stock exchange, whether in India or in any other country. Further, after the above-mentioned date(s) and until the date of this Scheme being approved by the respective Board of Directors of the Parties, there has been no change in the authorized capital or the issued, subscribed and paid-up capital of the respective Parties.

- 1.4.4. The Parties agree that until the Scheme becomes effective, the respective Parties shall be free to alter (including by way of reclassification or increasing) their authorized, issued, subscribed and paid-up share capital as may be necessary for their respective business requirements or otherwise as determined by the Board of Directors of the respective Parties. If any consolidation, stock-split, sub-division, reorganization, reclassification or other similar action in relation to the share capital of any of the Parties occurs following the date of approval of the Scheme by the respective Board of Directors and on or before the Scheme coming into effect, the share exchange ratio as mentioned in Part II of this Scheme shall be subject to an equitable adjustment by the respective Board of



Directors of such Party to account for the aforementioned corporate actions.



11

68



intimation to the debtors or obligors or any other Person. The Amalgamated Company may (without being obliged to do so), if it so deems appropriate, give notice in such form as it deems fit and proper, to each such debtor or obligor or any other Person, that pursuant to the sanction of this Scheme by the Tribunal, such debt, loan, advance, claim, bank balance, deposit or other asset be paid or made good or be held on account of the Amalgamated Company as the Person entitled thereto, to the end and intent that the right of the Amalgamating Company to recover or realise all such debts (including the debts payable by such debtor or obligor or any other Person to the Amalgamating Company) stands transferred and assigned to the Amalgamated Company and that appropriate entries should be made in the books of accounts of the relevant debtors or obligors or other Persons to record such change.

- (iii) All application monies, advance monies, earnest monies and security and other deposits paid to any Person, including any Governmental Authority, and payments against other entitlements shall stand automatically transferred in favour of the Amalgamated Company on the same terms and conditions without any further act, instrument, deed, matter or thing being made, done or executed.

- (iv) All intangible assets, including all Intellectual Property Rights and all goodwill attaching to such Intellectual Property Rights of the Amalgamating Company shall stand transferred to and vested in the Amalgamated Company;
- (v) All lease and licence agreements entered into by the Amalgamating Company with various landlords, owners and lessors in connection with the use of the assets of the Amalgamating Company, together with security deposits, shall stand automatically transferred in favour of the Amalgamated Company on the same terms and conditions without any further act, instrument, deed, matter or thing being made, done or executed. The Amalgamated Company shall continue to pay rent amounts as provided for in such agreements and shall comply with the other terms, conditions and covenants thereunder and shall also be entitled to refund of security deposits paid under such agreements by the Amalgamating Company.
- (vi) All immovable properties of the Amalgamating Company, including land together with the buildings and structures standing thereon and rights and interests in immovable properties of the Amalgamating Company, whether freehold or leasehold or otherwise, leave and licenced, tenancies and any other covenants, title, interest or continuing rights in such immoveable assets and all documents of title, rights and easements in relation thereto shall be vested in and/or be deemed to have been vested in the Amalgamated Company, without any further act or deed done or being required to be done by the Amalgamating Company and/or the Amalgamated Company. The Amalgamated Company shall be entitled to exercise all rights and privileges attached to such immovable properties and shall be liable to pay the ground rent and Taxes and fulfil all obligations in relation to or applicable to such immovable properties. The mutation or substitution of the title to the immovable properties shall, upon this Scheme becoming effective, be made and duly recorded in the name of the Amalgamated Company by the appropriate Governmental Authorities pursuant to the sanction of this Scheme by the Tribunal and upon the Scheme becoming effective in accordance with the terms hereof.
- (vii) All estate, assets, rights, title, claims, interest, investments and properties of the Amalgamating Company as on the Appointed Date, whether or not included in the books of the Amalgamating Company, and all assets, rights, title, interest, investments and



properties, of whatsoever nature and wherever situate, which are acquired by the Amalgamating Company on or after the Appointed Date but prior to the Effective Date, shall be deemed to be transferred to and vested in the Amalgamated Company and shall become the assets and properties of the Amalgamated Company.

- (viii) Until the owned property, leasehold property and related rights thereto, licence or right to use the immovable property, tenancy rights, liberties and special status are transferred, vested, recorded, effected and/or perfected in the record of the appropriate Governmental Authorities in favour of the Amalgamated Company, the Amalgamated Company shall be deemed to be authorised to carry on business in the name and style of the Amalgamating Company under the relevant agreement, deed, lease and/or licence, as the case may be, and the Amalgamated Company shall keep a record and account of such transactions.
- (ix) For purposes of taking on record the name of the Amalgamated Company in the records of the Governmental Authorities in respect of transfer of immovable properties to the Amalgamated Company pursuant to this Scheme, the Board of Directors of the Amalgamating Company and the Amalgamated Company may approve the execution of such documents or deeds as may be necessary, including deed of assignment of lease or leave or licence (as the case may be) by the Amalgamating Company in favour of the Amalgamated Company.
- (x) All liabilities, including Tax liabilities and contingent liabilities, loans, debts (secured or unsecured) and borrowings, guarantees, duties, undertakings, responsibilities and obligations, whether present, future or contingent, all secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, contingent liabilities, duties, guarantees, borrowings, obligations and undertakings of the Amalgamating Company, of every kind, nature and description whatsoever and howsoever arising, raised, incurred or utilised for their respective business activities and operations, shall, pursuant to the sanction of the Scheme by the Tribunal and under the provisions of Sections 230 to 232 of the Act and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing being made, done or executed, be transferred to, and vested in, or be deemed to have been transferred to, and vested in, the Amalgamated Company, along with any charge, encumbrance, Lien or security created in connection therewith, and such liabilities shall be assumed by the Amalgamated Company to the extent they are outstanding as on the Effective Date so as to become, as on and from the Effective Date, the liabilities, debts, duties and obligations of the Amalgamated Company on the same terms and conditions as were applicable to the Amalgamating Company, and the Amalgamated Company shall meet, discharge and satisfy the liabilities and 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 2.1.2. For the sake of clarification, all liabilities including contingent liabilities pertaining to the period prior to November 10, 2022 i.e. the date of acquisition of the Amalgamating Company pursuant to the IBC stand completely settled and discharged in terms of the Resolution Plan and the NCLT order approving the Resolution Plan.
- (xi) Where any of the debts, liabilities, duties and obligations incurred before the Appointed Date by the Amalgamating Company, deemed to have been transferred to the Amalgamated Company by virtue of this Scheme, has been discharged by the Amalgamating Company after the Appointed Date and prior to the Effective Date, such



discharge shall be deemed to have been for and on account of the Amalgamated Company.

- (xii) All reserves, provisions and funds, books, records, files, papers, engineering and process information, software licences (whether proprietary or otherwise), test reports, records of standard operating procedures, computer programs along with their licences, drawings, manuals, data, databases, catalogues, quotations, sales and advertising materials, dossiers, product master cards, lists of present and former customers and suppliers, customer credit information, customer pricing information and other records, whether in physical form or electronic form of the Amalgamating Company shall stand transferred to the Amalgamated Company.
- (xiii) All electricity, gas, water and any other utility connections and tariff rates in respect thereof sanctioned by various public sector and private companies, boards, agencies and authorities in different states to the Amalgamating Company, together with security deposits and all other advances paid, shall stand automatically transferred in favour of the Amalgamated Company on the same terms and conditions without any further act, instrument, deed, matter or thing being made, done or executed. The relevant electricity, gas, water and any other utility companies, boards, agencies and authorities shall issue invoices in the name of the Amalgamated Company with effect from the billing cycle commencing from the month immediately succeeding the month in which the Effective Date falls. The Amalgamated Company shall comply with the terms, conditions and covenants associated with the grant of such connection and shall also be entitled to refund of security deposits placed with such companies, boards, agencies and authorities by the Amalgamating Company.
- (xiv) All rights to use and avail telephone, facsimile, e-mail, internet, leased line connections and installations, utilities, electricity and other services shall stand automatically transferred in favour of the Amalgamated Company on the same terms and conditions without any further act, instrument, deed, matter or thing being made, done or executed.
- (xv) The Amalgamated Company shall be entitled to operate all bank accounts, realise all monies and complete and enforce all pending Contracts and transactions in the name of the Amalgamating Company to the extent necessary until the transfer of the rights and obligations of the Amalgamating Company to the Amalgamated Company under the Scheme is formally accepted and completed by the parties concerned. For avoidance of doubt, it is hereby clarified that all cheques and other negotiable instruments, payment orders received and presented for encashment which are in the name of the Amalgamating Company after the Effective Date, shall be accepted by the bankers of the Amalgamated Company and credited to the accounts of the Amalgamated Company, if presented by the Amalgamated Company. Similarly, the banker of the Amalgamated Company shall honour all cheques issued by the Amalgamating Company for payment after the Effective Date.
- (xvi) Any other assets or liabilities not mentioned above shall stand automatically transferred in favour of the Amalgamated Company on the same terms and conditions without any further act, instrument, deed, matter or thing being made, done or executed.

Permits

- (xvii) All Governmental Approvals and other consents, permissions, quotas, rights,



authorisations, entitlements, awards, sanctions, certifications, incentives of any kind made available pursuant to industrial policies of the government or otherwise (including the Eligibility Certificate), no-objection certificates and licences, including those relating to tenancies, privileges, powers and facilities of every kind and description of whatsoever nature, to which the Amalgamating Company is a party or to the benefit of which the Amalgamating Company may be entitled to use or which may be required to carry on the operations of the Amalgamating Company, and which are subsisting or in effect immediately prior to the Effective Date, shall be, and remain, in full force and effect in favour of or against the Amalgamated Company and may be enforced as fully and effectually as if, instead of the Amalgamating Company, the Amalgamated Company had been a party, a beneficiary or an obligee thereto and shall be appropriately mutated by the relevant Governmental Authorities in favour of the Amalgamated Company.

- (xviii) Without prejudice to the generality of the Clauses mentioned above, the assets of the Amalgamating Company shall also include all permits, licences and any other approvals, clearances, authorities, quotas, allocations granted to the Amalgamating Company, all municipal approvals, authorisations, statutory rights, permissions, registrations, certificates, consents, authorities (including for the operation of bank accounts), powers of attorneys (given by, issued to or executed in favour of the Amalgamating Company) and benefits of all Contracts, allotments, consents, quotas, rights, easements, engagements, exemptions, entitlements, advantages of whatever nature and howsoever named, properties, movable, in possession or reversion, present or contingent of whatsoever nature and where-so-ever situated, liberties, ownerships rights and benefits, earnest moneys payable pertaining to the assets mentioned in the aforesaid Clauses, if any, all other rights and benefits, licences, powers, privileges and facilities of every kind, nature and description whatsoever; right to use and avail of telephones, telexes, facsimile, connections, installations and other communication facilities and equipment, titles, all other utilities, benefits of all Contracts, memoranda of understanding, project service agreements, pre-qualification, applications, bids, tenders, letters of intent, concessions, non-possessory contractual rights or any other Contracts, development rights, allocated deferred Tax and all other interest in connection with or in relation to the Amalgamating Company on the Effective Date shall stand transferred to the Amalgamated Company pursuant to the sanction of this Scheme by the Tribunal and upon the Scheme becoming effective in accordance with the terms hereof.

Contracts

- (xix) All Contracts, deeds, bonds, agreements (including in connection with Contracts for services), licences, understandings, deeds and instruments, including lease agreements, right to use agreements, purchase orders, service orders, operation and maintenance contracts, memoranda of undertakings, hire and purchase agreements, power purchase agreements, joint venture agreements, investment agreements, panchamas for right of way and all rights, title, interest, claims and benefits thereunder, memoranda of agreements, memoranda of agreed points, letters of agreed points, bids, letters of intent, arrangements, undertakings, whether written or otherwise, all insurance policies pertaining to the Amalgamating Company and other instruments to which the Amalgamating Company is a party, or to the benefit of which the Amalgamating Company may be entitled, and which are subsisting or having effect immediately prior to the Effective Date, shall, without any further act, instrument or deed, continue in full force and effect against or in favour of, as the case may be, the Amalgamated Company, and may be enforced effectively by or against the Amalgamated Company as fully and



effectually as if, instead of the Amalgamating Company, the Amalgamated Company had been a party or beneficiary or obligor or obligee thereto or thereunder. The Amalgamated Company will, if required, enter into novation agreements in relation to such Contracts, deeds, bonds, agreements and other instruments.

- (xx) All other agreements entered into by the Amalgamating Company in connection with the assets of the Amalgamating Company shall stand automatically transferred in favour of the Amalgamated Company on the same terms and conditions without any further act, instrument, deed, matter or thing being made, done or executed.

Legal Proceedings

- (xxi) All legal proceedings, including Tax proceedings, quasi-judicial, arbitral and other administrative proceedings, of whatsoever nature by or against the Amalgamating Company pending on the Effective Date shall not abate or be discontinued or be prejudicially affected in any way by reason of this Scheme or by anything contained in this Scheme but shall be continued, prosecuted and enforced, as the case may be, by or against the Amalgamated Company, in the same manner and to the same extent as they would or might have been continued, prosecuted and enforced by or against the Amalgamating Company. The Amalgamated Company undertakes to have all legal or other proceedings specified in this Clause 2.1.2, initiated by or against the Amalgamating Company, transferred to its name and to have such proceedings continued, prosecuted and enforced by or against the Amalgamated Company, as the case may be. Following the Effective Date, the Amalgamated Company may initiate any legal proceeding for and on behalf of the Amalgamating Company. For the sake of clarification, the terms of the Resolution Plan, including extinguishment of all claims and proceedings and all reliefs and concessions provided to the Amalgamating Company for the period prior to November 10, 2022, i.e., the date of acquisition of the Amalgamating Company pursuant to the IBC, shall be equally applicable to the Amalgamated Company. Additionally, all claims and proceedings against the Amalgamating Company pertaining to the period prior to November 10, 2022 i.e. the date of acquisition of the Amalgamating Company pursuant to the IBC stand completely settled and discharged in terms of the Resolution Plan and the NCLT order approving the Resolution Plan.

Employees

- (xxii) With effect from the Effective Date, all the staff and employees of the Amalgamating Company who are in such employment as on the Effective Date shall become, and be deemed to have become, the staff and employees of the Amalgamated Company, and, subject to the provisions of the Scheme, on terms and conditions not less favourable than those on which they are engaged by the Amalgamating Company and without any interruption of or break in service as a result of the transfer and vesting of the Amalgamating Company to the Amalgamated Company.
- (xxiii) With regard to any provident fund, gratuity fund, pension, superannuation fund or other special fund created or existing for the benefit of such employees of the Amalgamating Company, as well as other compensation or benefits, whether in the event of resignation, death, retirement, retrenchment or otherwise, if any, it is the aim and intent of this Scheme that all the rights, duties, powers and obligations of the Amalgamating Company in relation to such schemes or funds shall become those of the Amalgamated Company. Upon this Scheme becoming effective, the Amalgamated Company shall stand



substituted for the Amalgamating Company for all purposes whatsoever relating to the obligation to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents. Any existing provident fund, gratuity fund and superannuation fund trusts created by the Amalgamating Company for its employees shall be continued for the benefit of such employees on the same terms and conditions until such time that they are transferred to the relevant funds of the Amalgamated Company. It is clarified that the services of all employees of the Amalgamating Company transferred to the Amalgamated Company will be treated as having been continuous and uninterrupted for the purpose of the aforesaid schemes or funds. Without prejudice to the aforesaid, the Board of the Amalgamated Company, if it deems fit and subject to Law, shall be entitled to: (i) retain separate trusts or funds within the Amalgamated Company for the erstwhile fund(s) of the Amalgamating Company; or (ii) merge the respective pre-existing funds of the Amalgamating Company with other similar funds of the Amalgamated Company.

- (xxiv) The Amalgamated Company shall comply with any agreement(s)/settlement(s) entered into with labour unions (if any) or employees by the Amalgamating Company. The Amalgamated Company agrees that for the purpose of payment of any retrenchment compensation, gratuity and other termination benefits, the past services of employees with the Amalgamating Company, if any, shall also be taken into account, and further agrees to pay such benefits when they become due.

Intellectual Property

- (xxv) All Intellectual Property Rights of the Amalgamating Company shall stand transferred to and vested in the Amalgamated Company.

Inter se Transactions

- (xxvi) Without prejudice to the foregoing provisions, with effect from the Appointed Date, all inter-party transactions between the Amalgamating Company and the Amalgamated Company shall be considered as intra-party transactions for all purposes.
- (xxvii) With effect from the Effective Date, there will be no accrual of income (including exceptional income), interest or expense (including exceptional expense) on account of any transactions, including, *inter alia*, any transactions in the nature of sale or transfer of any goods, materials or services or any loans, between the Amalgamating Company and the Amalgamated Company. For avoidance of doubt, it is hereby clarified that with effect from the Effective Date, there will be no accrual of interest or other charges in respect of any *inter se* loans, deposits or balances between the Amalgamating Company and the Amalgamated Company.
- (xxviii) From the Effective Date, the Amalgamated Company shall commence, carry on and be authorized to carry on, the business of the Amalgamating Company.
- (xxix) With effect from the Effective Date, any liabilities, loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Amalgamating Company and the Amalgamated Company shall, *ipso facto*, stand discharged and come to an end and there shall be no liability on that behalf on any party and the appropriate effect shall



be given in the books of accounts and records of the Amalgamated Company.

- (xxx) All *inter se* Contracts solely between the Amalgamating Company and the Amalgamated Company shall stand cancelled and cease to operate and appropriate effect shall be given in the books of accounts and records of the Amalgamated Company.

Borrowing Limits; Corporate Approvals

- (xxxi) Upon coming into effect of this Scheme and with effect from the Appointed Date, the borrowing and investment limits of the Amalgamated Company under the Act shall be deemed without any further act or deed to have been enhanced by the borrowing and investment limits of the Amalgamating Company, such limits being incremental to the existing limits of the Amalgamated Company.
- (xxxii) Any corporate approvals obtained by the Amalgamating Company, whether for purposes of compliance or otherwise, shall stand transferred to the Amalgamated Company and such corporate approvals and compliance shall be deemed to have been obtained and complied with by the Amalgamated Company.
- (xxxiii) Upon coming into effect of this Scheme, the past track record of Amalgamating Company, including the profitability, production volumes, experience, credentials, net worth, technical expertise and market share, shall be deemed to be the track record of the Amalgamated Company for all commercial and regulatory purposes, including for the purpose of eligibility, standing, evaluation and participation of the Amalgamated Company in all existing and future bids, tenders and contracts of all authorities, agencies and clients.

Taxes

- (xxxiv) Any Tax liabilities (including contingent liabilities) of the Amalgamating Company, under the Income Tax Act and other Laws dealing with Taxes, as on the date immediately preceding the Appointed Date, shall be transferred to the Amalgamated Company.
- (xxxv) Any Tax assets such as Tax Credits or refunds pertaining to Taxes including consequent to the assessment made in respect of Amalgamating Company, shall also belong to and be received by Amalgamated Company. The Amalgamating Company and/or the Amalgamated Company will undertake due compliances to effect the same.
- (xxxvi) All Tax assessment proceedings/appeals of whatsoever nature by or against the Amalgamating Company pending and/or arising at the Appointed Date shall be continued and/or enforced until the Effective Date as desired by the Amalgamated Company. As and from the Effective Date, the Tax proceedings/ appeals shall be continued and enforced by or against the Amalgamated Company in the same manner and to the same extent as would or might have been continued and enforced by or against Amalgamating Company. Further, such proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Amalgamating Company with the Amalgamated Company or anything contained in this Scheme. For the sake of clarification, the terms of the Resolution Plan, including extinguishment of all claims and proceedings related to Tax and Tax liabilities (including contingent liabilities) and all reliefs and concessions related to Tax provided to the Amalgamating Company for the period prior to November 10, 2022 i.e. the date of



acquisition of the Amalgamating Company pursuant to the IBC, shall be equally applicable to the Amalgamated Company. Additionally, all claims and proceedings related to Tax against the Amalgamating Company pertaining to the period prior to November 10, 2022 i.e. the date of acquisition of the Amalgamating Company pursuant to the IBC stand completely settled and discharged in terms of the Resolution Plan and the NCLT order approving the Resolution Plan.

- (xxxvii) Tax payments (including without limitation, advance Tax, self-assessment Tax, dividend distribution tax, MAT, local body tax, entry tax, wealth tax, cess, value added tax, central sales tax, excise duties, service tax, goods and services Tax and customs duties) whether by way of TDS/TCS, foreign tax credit, advance tax, all earnest monies, security deposits provisional payments, payment under protest, or otherwise howsoever, by the Amalgamating Company after the Appointed Date, shall be deemed to be paid by the Amalgamated Company and shall, in all proceedings, be dealt with accordingly. Credit for such Taxes shall be allowed to the Amalgamated Company notwithstanding that certificates or challans for Taxes paid are in the name of the Amalgamating Company and not in the name of the Amalgamated Company. Further, any TDS paid by the Amalgamating Company or the Amalgamated Company on transactions with the Amalgamating Company or the Amalgamated Company if any (from Appointed Date to the Effective Date) shall be deemed to be advance Tax paid by the Amalgamated Company and shall, in all proceedings, be dealt with accordingly. TDS certificates, or refunds pertaining to Taxes including consequent to the assessment made in respect of Amalgamating Company, issued in the name of Amalgamating Company after the Appointed Date, including for which no credit is taken in the accounts, shall also be deemed to have been issued in the name of the Amalgamated Company for income tax purposes under the Income Tax Act. Amalgamating Company and/or the Amalgamated Company will undertake due compliances to give effect the same.
- (xxxviii) Upon this Scheme becoming effective, the Amalgamated Company (if required) and the Amalgamating Company are expressly permitted to revise its financial statements and Tax returns (including income-tax returns under Section 170A of the Income Tax Act or otherwise, TDS or TCS returns) along with prescribed forms, filings and annexures (including but not limited to TDS certificates) under the Income Tax Act (including for the purpose of re-computing income-tax under the normal provisions, minimum alternative tax, and claiming other tax benefits) and other Tax Laws, including goods and services law, if required, to give effect to the provisions of this Scheme even if the prescribed time limit for filing or revising such document have lapsed, without incurring any liability on account of interest, penalty or any other sum. The Amalgamated Company is also expressly permitted to claim Tax refunds/ Tax Credits in respect of any transaction by and between the Amalgamating Company and the Amalgamated Company.
- (xxxix) All the accumulated loss and the unabsorbed depreciation of the Amalgamating Company shall be deemed to be the loss or, as the case may be, allowance for unabsorbed depreciation of the Amalgamated Company for the previous year in which the amalgamation is effected, as per the provisions of Section 72A of the Income Tax Act. For this purpose, the Amalgamating Company and the Amalgamated Company shall comply with the stipulated conditions as prescribed for the respective companies under Section 72A of the Income Tax Act read with prescribed rules thereunder.
- (xl) All expenses incurred by the Amalgamating Company and the Amalgamated Company



in relation to the amalgamation of the Amalgamating Company with the Amalgamated Company as per this Scheme, including stamp duty expenses, if any, shall be allowed as deduction to the Amalgamated Company in accordance with Section 35DD of the Income Tax Act over a period of 5 (five) years beginning with the previous year in which this Scheme becomes effective.

- (xli) Upon coming into effect of this Scheme, all Tax compliances under any Tax Laws by the Amalgamating Company on or after Appointed Date shall be deemed to be made by the Amalgamated Company.
- (xlii) Without prejudice to the generality of the above, all benefits, entitlements, incentives (including the Eligibility Certificate) accumulated losses, losses brought forward, unabsorbed depreciation, if any, as per the books of accounts, credits, registrations (including without limitation, income tax, minimum alternate tax, TDS/TCS, Taxes withheld/paid in foreign country, wealth tax, service tax, excise duty, central sales tax, entry tax, applicable state value added tax, customs duty, goods and services tax, GST, registrations, etc.) to which the Amalgamating Company is entitled to in terms of applicable Laws, shall be available to and vest in the Amalgamated Company, upon this Scheme coming into effect.
- (xliii) The provisions of this Part of the Scheme as they relate to the amalgamation of the Amalgamating Company into and with the Amalgamated Company have been drawn up to comply with the conditions relating to “amalgamation” as defined under Section 2(1B) of the Income Tax Act for the purpose of Section 47, Section 72A and other relevant sections and provisions of the Income Tax Act. If any terms or provisions of this Part of the Scheme are found or interpreted to be inconsistent with the provisions of the said section of the Income Tax Act at a later date, including resulting from an amendment of Law or for any other reason whatsoever, the provisions of the said section of the Income Tax Act shall prevail and this Part of the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income Tax Act. Such modification will, however, not affect the other parts of the Scheme.
- (xliv) With effect from Appointed Date, the Amalgamated Company is expressly permitted to claim any deduction (including deferred revenue expenditure, whether or not recorded for Tax purposes) otherwise admissible to the Amalgamating Company such as under Sections 40, 40A, 43B, etc. of the Income Tax Act / exemption, refunds and/or input tax credit/ GST, credit for taxes paid (including MAT, TDS/TCS, income tax, customs, cess, value added tax, central sales tax, service tax, excise, including advance tax, self-assessment tax, dividend distribution tax, carry forward of accumulated losses, unabsorbed depreciation, foreign tax credit, etc.) and for matters incidental thereto under the Income Tax Act, central sales tax, applicable state value added tax, service tax laws, local body tax, entry tax, excise duty and GST laws, customs duty laws, goods and service tax laws and other applicable Tax Laws.

Creditors

- (xlv) Upon the coming into effect of this Scheme and with effect from the Appointed Date, the secured creditors of the Amalgamating Company and/or other holders of security over the properties of the Amalgamating Company shall be entitled to security only in respect of the properties, assets, rights, benefits and interest of the Amalgamating Company, as existing immediately prior to the amalgamation of the Amalgamating



Company with the Amalgamated Company and the secured creditors of the Amalgamated Company and/or other holders of security over the properties of the Amalgamated Company shall be entitled to security only in respect of the properties, assets, rights, benefits and interest of the Amalgamated Company, as existing immediately prior to the amalgamation of the Amalgamating Company with the Amalgamated Company. It is hereby clarified that pursuant to the amalgamation of the Amalgamating Company with the Amalgamated Company, (a) the secured creditors of the Amalgamating Company and/or other holders of security over the properties of the Amalgamating Company shall not be entitled to any additional security over the properties, assets, rights, benefits and interest of the Amalgamated Company and therefore, such assets which are not currently encumbered or under Lien shall remain free and available for creation of any security thereon in future in relation to any current or future indebtedness of the Amalgamated Company; and (b) the secured creditors of the Amalgamated Company and/or other holders of security over the properties of the Amalgamated Company shall not be entitled to any additional security over the properties, assets, rights, benefits and interest of the Amalgamating Company and therefore, such assets which are not currently encumbered or under Lien shall remain free and available for creation of any security thereon in future in relation to any current or future indebtedness of the Amalgamated Company.

- 2.1.3. The Amalgamating Company and/or the Amalgamated Company, as the case may be, shall, at any time after this Scheme becoming effective in accordance with the provisions hereof, if so required under Law or otherwise, do all such acts or things as may be necessary to transfer/obtain the approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, incentives, licenses and certificates which were held or enjoyed by the Amalgamating Company. It is hereby clarified that if the consent of any third party or Governmental Authority, if any, is required to give effect to the provisions of this Clause, the said third party or Governmental Authority shall make and duly record the necessary substitution/endorsement in the name of the Amalgamated Company pursuant to the sanction of this Scheme by the Tribunal, and upon this Scheme becoming effective in accordance with the provisions of the Act and with the terms hereof. For this purpose, the Amalgamated Company shall file appropriate applications/documents with relevant Governmental Authorities concerned for information and record purposes.
- 2.1.4. The Amalgamated Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Amalgamating Company and to carry out or perform all such acts, formalities or compliances referred to above as may be required in this regard.
- 2.1.5. Without prejudice to the other provisions of the Scheme and notwithstanding the vesting of the Amalgamating Company into the Amalgamated Company by virtue of Part II of the Scheme itself, the Amalgamated Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under Law or otherwise, execute deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement in relation to which the Amalgamating Company has been a party, including any filings with the regulatory authorities in order to give formal effect to the above provisions and to carry out or perform all such formalities or compliances referred to above on the part of the Amalgamating Company.
- 2.1.6. Upon coming into effect of the Scheme, all and any benefits which the Amalgamating Company is entitled to or that are subsisting by virtue of the Resolution Plan as approved by the NCLT, shall, without any further act, instrument or deed, be in full force and effect in favour of the Amalgamated Company, and may be enforced by the Amalgamated Company.



2.2. Business and Property in Trust and Conduct of Business for the Amalgamated Company

2.2.1. With effect from the Appointed Date and up to and including the Effective Date, the Amalgamating Company shall carry on its business with reasonable diligence and except in the ordinary course of business, the Amalgamating Company shall not sell, transfer or otherwise alienate, charge, mortgage, encumber, create a Lien or otherwise deal with or dispose off any of the assets of the Amalgamating Company or any part thereof or acquire any assets or business or undertake any financial commitment. The Parties have agreed for the Scheme to record that in the event Amalgamating Company wants to undertake any action restricted under Clause 2.2.1, then the Amalgamating Company shall be entitled to undertake such action with prior written consent of the Board of Directors of the Amalgamated Company or pursuant to any pre-existing obligation.

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

- (i) the Amalgamating Company shall carry on and be deemed to have carried on its business and activities and shall hold and stand possessed of and shall be deemed to hold and stand possessed of all its estates, assets, rights, title, interest, authorities, contracts, investments and strategic decisions for and on account of, and in trust for, the Amalgamated Company;
- (ii) all profits and income accruing or arising to the Amalgamating Company, and losses and expenditure arising or incurred by it (including Taxes, if any, accruing or paid in relation to any profits or income) for the period commencing from the Appointed Date shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure (including Taxes), as the case may be, of the Amalgamated Company;
- (iii) all debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations as on the close of business on the date preceding the Appointed Date, whether or not provided for in the books of the Amalgamating Company which arise or accrue to the Amalgamating Company on or after the Appointed Date, shall be deemed to be of the Amalgamated Company;
- (iv) all assets and properties comprised in the Amalgamating Company as on the close of business on the date immediately preceding the Appointed Date, whether or not provided for in the books of the Amalgamating Company and all assets and properties relating thereto, which are acquired by the Amalgamating Company, on or after the Appointed Date, shall be deemed to be the assets and properties of the Amalgamated Company;
- (v) any of the rights, powers, authorities or privileges exercised by the Amalgamating Company shall be deemed to have been exercised by the Amalgamating Company for and on behalf of, and in trust for and as an agent of the Amalgamated Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by the Amalgamating Company shall be deemed to have been undertaken for and on behalf of and as an agent for the Amalgamated Company; and
- (vi) all Taxes (including, without limitation, income Tax, minimum alternate tax, tax deducted at source, sales Tax, goods and services tax, excise duty, customs duty, service Tax, VAT, entry Tax, etc.) paid or payable, if any, by the Amalgamating Company in respect of the operations and/or the profits of the Amalgamating Company before the Appointed Date, shall be on account of the Amalgamating Company and, in so far as it relates to the Tax payment (including, without limitation, income Tax, minimum alternate tax, tax deducted



at source, sales Tax, goods and services tax, excise duty, customs duty, service Tax, VAT, entry Tax, etc.), whether by way of deduction at source, advance Tax or otherwise howsoever, in respect of the profits or activities or operation of the Amalgamating Company with effect from the Appointed Date, shall be deemed to be the corresponding item paid by the Amalgamated Company, and, shall, in all proceedings, be dealt with accordingly.

2.3. Transfer of Authorized Share Capital

2.3.1. Upon this Scheme becoming effective, the authorized share capital (comprising the equity and preference share capital) of the Amalgamating Company shall stand transferred to and be amalgamated / combined with the authorized share capital of the Amalgamated Company (comprising the equity and preference share capital), without any liability for payment of any additional fees (including fees and charges to the relevant RoC) or stamp duty. The authorized share capital of the Amalgamated Company will automatically stand increased and divided to that effect by simply filing the requisite forms with the RoC and no separate procedure or instrument or deed shall be required to be followed under the Act.

2.3.2. Upon this Scheme becoming effective and consequent to transfer of the existing authorized share capital of the Amalgamating Company in accordance with this Clause 2.3, the authorized share capital of the Amalgamated Company of INR 800,00,00,00,000 (divided into 79,90,00,00,000 equity shares of INR 10 each and 10,00,00,000 preference shares of INR 10 each) shall automatically stand enhanced and reclassified without any further act, instrument or deed on the part of the Amalgamating Company to INR 850,00,00,00,000 (divided into 70,00,00,00,000 equity shares of INR 10 each and 15,00,00,00,000 preference shares of INR 10 each), and the authorized share capital of the Amalgamated Company as recorded in its memorandum of association shall stand replaced to give effect to such increase.

2.3.3. For the avoidance of doubt, it is hereby clarified that if the authorized share capital of the Amalgamating Company or the Amalgamated Company undergoes any change, either as a consequence of any corporate action or otherwise, then this Clause 2.3 shall automatically stand modified to take into account the effect of such change.

2.3.4. The consent of the shareholders of the Amalgamating Company and the Amalgamated Company to the Scheme shall be deemed to be sufficient for purposes of effecting the above and that no further action under Sections 13, 61 or 64 or any other applicable provision of the Act, shall be separately required nor shall any additional fees (including fees and charges to the relevant RoC) or stamp duty be payable by the Amalgamated Company.

2.3.5. The stamp duty or registration filing fees paid on the authorized share capital of the Amalgamating Company are permitted to be utilized and applied towards the increase in the authorized share capital of the Amalgamated Company in accordance with Clauses 2.3.1 and 2.3.2 above, and no further demand of additional stamp duty or filing/ registration fee shall be raised or made upon the Amalgamated Company by any regulatory authorities in relation to such increase in the authorized share capital of the Amalgamated Company, including by the RoC.

2.4. Transfer of Capital Reserve and Capital Contribution of the Amalgamated Company 1

2.4.1. The amount lying as balance in the balance sheet of the Amalgamated Company 1 under the head 'Retained Earnings' forming part of 'Other Equity', as on the Effective Date, shall be, in the books



of the Amalgamated Company 1, adjusted as follows in accordance with provisions of Sections 230 to 232, Section 66 and Section 55 of the Act and any other provisions of applicable Law:

- (i) Firstly, transfer amount (as of the Effective Date) from capital reserve account of the Amalgamated Company 1 to retained earnings; and
- (ii) Secondly, transfer amount (as of the Effective Date) from capital contribution account of the Amalgamated Company 1 to retained earnings.

2.4.2. For giving effect to the above provisions, the permission from the shareholders of the Amalgamated Company 1 shall be deemed to have been received as contemplated by the Act and the consent of the shareholders of the Amalgamated Company 1 to this Scheme shall be deemed to be sufficient for this purpose and all actions taken in accordance with this Clause 2.4 of Part II of this Scheme shall be deemed to be in full compliance of applicable provisions of the Act.

2.4.3. The transfer from the capital reserve account and/or the capital contribution account, as aforesaid, of the Amalgamated Company 1, shall be effected as an integral part of this Scheme itself as the same does not involve either diminution of liability in respect of unpaid share capital or payment to any shareholder of any unpaid share capital and the order of the NCLT sanctioning the Scheme shall be deemed to be an order under Section 66 of the Act confirming the transfer from the capital reserve account and/or the capital contribution account. Such transfer shall be deemed to be effective on and from the Effective Date. The Amalgamated Company 1 shall not be required to add "and reduced" as a suffix to its name.

2.5. Objects under the Memorandum of Association

2.5.1. Upon this Scheme becoming effective, the Amalgamated Company shall commence, carry on and be authorized to carry on, the business of the Amalgamating Company.

2.5.2. With effect from the Effective Date, without any further acts or deeds on the part of the Amalgamated Company, the main objects of the Amalgamating Company shall be added to the main objects of the Amalgamated Company.

2.5.3. The consent of the shareholders of the Amalgamated Company to the Scheme shall be deemed to be sufficient for purposes of effecting the above and that no further action under Sections 13, 14 or any other applicable provision of the Act, shall be separately required for the alteration of the memorandum of association of the Amalgamated Company.

2.6. Consideration

2.6.1. Upon the coming into effect of this Scheme, and in consideration of the amalgamation of Amalgamating Company in the Amalgamated Company in terms of the Scheme, all the AMNS Khopoli Equity Shares issued by the Amalgamating Company and held by its shareholders and/or its nominees shall stand cancelled and extinguished in entirety pursuant to this Scheme, and in lieu thereof, the Amalgamated Company shall, without any further act or deed, issue and allot shareholders of Amalgamating Company, as on the Record Date, Preference Shares of the Amalgamated Company, credited as fully paid-up, in the manner set out in this Clause 2.6.

2.6.2. The Amalgamating Company and Amalgamated Company have engaged PwC Business Consulting Services LLP, to provide a valuation report. In connection with such engagement, PwC Business Consulting Services LLP has issued a Valuation Report. The Board of Directors of



Amalgamating Company and Amalgamated Company have determined the share exchange ratio, i.e., 555,13,95,960 (Five Hundred and Fifty-Five Crores Thirteen Lakhs Ninety-Five Thousand Nine Hundred and Sixty) Preference Shares of the Amalgamated Company (of INR 10/- each fully paid up) for every 402,00,00,000 (Four Hundred and Two Crores) equity shares of the Amalgamating Company (of INR 10/- each fully paid up) based on their independent judgment and after taking into consideration the aforesaid valuation report.

2.6.3. It is hereby clarified that Preference Shares shall be deemed to have been issued by the Amalgamated Company and received by AM Mining on the Effective Date.

2.6.4. The Valuation Report has been prepared in accordance with the requirements under the Act.

2.6.5. For the purpose of issue and allotment of Preference Shares pursuant to this Clause 2.6, the following terms shall apply:

- (i) approval of this Scheme by the shareholders of the Amalgamated Company shall be deemed to constitute due compliance with Section 62 and any other applicable provisions of the Act, and the articles of association of the Amalgamated Company, and no other consent shall be required under the Act or the articles of association of the Amalgamated Company, for the issue of Preference Shares to AM Mining as a shareholder of the Amalgamating Company under this Scheme and upon the shareholders of the Amalgamated Company approving this Scheme, it shall be deemed that they have given their consent, including under the Act and the articles of association of the Amalgamated Company, to the issue of Preference Shares of the Amalgamated Company to AM Mining in accordance with this Scheme.
- (ii) the Preference Shares proposed to be allotted to AM Mining pursuant to the Scheme shall be subject to the provisions of the memorandum of association and articles of association of the Amalgamated Company.

2.6.6. For the purpose of issue and allotment of Preference Shares to AM Mining as a shareholder of the Amalgamating Company, the Amalgamated Company shall, if and to the extent required, apply for and obtain the required approvals from statutory and other regulatory authorities.

2.7. Dissolution of the Amalgamating Company

2.7.1. Upon Part II of this Scheme becoming effective, the Amalgamating Company shall stand dissolved without being wound up, without any further act or deed.

2.8. Accounting Treatment

In the books of the Amalgamated Company

Notwithstanding anything else contained in the Scheme, the Amalgamated Company shall account for the amalgamation of the Amalgamating Company in accordance with the Pooling of Interest Method of accounting as laid down in Appendix C of Indian Accounting Standard (“Ind AS”) 103 (Business Combinations of entities under common control) notified under Section 133 of the Companies Act, 2013, under the Companies (Indian Accounting Standard) Rules, 2015, as may be amended from time to time, in its books of accounts such that:

2.8.1. The Amalgamated Company shall record the assets, liabilities and reserves, if any, of the



Amalgamating Company, vested in it pursuant to this Scheme, at the carrying values as appearing in the financial statements of the Amalgamating Company.

- 2.8.2. The identity of the reserves of Amalgamating Company shall be preserved and the Amalgamated Company shall record the reserves of the Amalgamating Company in the same form and at the carrying amount as appearing in the financial statements of the Amalgamating Company.
- 2.8.3. Pursuant to the amalgamation of the Amalgamating Company with the Amalgamated Company, the inter-company balances between the Amalgamated Company and the Amalgamating Company, if any, appearing in the books of the Amalgamated Company and/or Amalgamating Company shall stand cancelled and there shall be no further obligation in that behalf.
- 2.8.4. The Amalgamated Company shall recognise Preference Shares issued by it to the shareholders of Amalgamating Company pursuant to Clause 2.6 of the Scheme at their fair value.
- 2.8.5. The existing share capital of the Amalgamating Company will stand cancelled.
- 2.8.6. The surplus, if any, arising after taking the effect of Clause 2.8.1, Clause 2.8.2, Clause 2.8.3 and Clause 2.8.5, after adjustment of Clause 2.8.4 shall be credited to capital reserve in the financial statements of the Amalgamated Company. The deficit, if any, arising after taking the effect of Clause 2.8.1, Clause 2.8.2, Clause 2.8.3 and Clause 2.8.5, after adjustment of Clause 2.8.4 and adjustment of previously existing credit balance in capital reserve, if any, shall be first debited to retained earnings in the financial statements of the Amalgamated Company to the extent of the balance available in the said account. If there is further deficit, the amount will be debited to the amalgamation adjustment deficit account.
- 2.8.7. In case of any difference in accounting policy between the Amalgamating Company and the Amalgamated Company, the accounting policies followed by the Amalgamated Company will prevail to ensure that the financial statements reflect the financial position based on consistent accounting policies.
- 2.8.8. Comparative financial information in the financial statements of the Amalgamated Company shall be restated for the accounting impact of the merger of the Amalgamating Company, as stated above, as if the amalgamation had occurred from the beginning of the comparative period presented. However, if common control over the Amalgamating Company and Amalgamated Company came into existence after that date, the prior period information shall be restated only from the date of the common control.
- 2.8.9. For accounting purposes, the Scheme will be given effect on the date when all substantial conditions for the transfer of the Amalgamating Company are completed.
- 2.8.10. Any matter not dealt with hereinabove shall be dealt with in accordance with the requirement of applicable Ind AS.

In the books of the Amalgamating Company

As the Amalgamating Company shall stand dissolved without being wound up upon this Scheme becoming effective, no accounting treatment is being prescribed under this Scheme in the books of the Amalgamating Company.

2.9. Saving of Concluded Transactions



The transfer of assets, properties and liabilities and the continuance of proceedings by or against the Amalgamating Company under Clause 2.1 above shall not affect any transaction or proceedings already concluded by the Amalgamating Company on and after the Appointed Date until the Effective Date, to the end and intent that the Amalgamated Company accepts and adopts all acts, deeds and things done and executed by the Amalgamating Company in respect thereto as done and executed on behalf of the Amalgamated Company.



PART III

3. GENERAL TERMS AND CONDITIONS

3.1. Sequence of Events

The following shall be deemed to have occurred on the Effective Date and become effective and operative only in the sequence and in the order set out below:

- (iii) filing of certified copies of the Judgment(s) of the Tribunal with the relevant RoC(s) by each of the Amalgamating Company and the Amalgamated Company pursuant to which the amalgamation of the Amalgamating Company into and with the Amalgamated Company in accordance with Part II of this Scheme shall become effective;
- (iv) transfer of the authorized share capital of the Amalgamating Company to the Amalgamated Company and consequential increase in the authorised share capital of the Amalgamated Company in accordance with Part II of this Scheme;
- ~~(v) amendment to the objects clause of the Amalgamated Company specified in its memorandum of association in a manner that upon this Scheme becoming effective, the Amalgamated Company shall commence, carry on and be authorized to carry on, the business of the Amalgamating Company;~~
- (vi) cancellation of the AMNS Khopoli Equity Shares issued by the Amalgamating Company to AM Mining and/or its nominee pursuant to Part II of this Scheme;
- (vii) issue and allotment of fully paid-up Preference Shares of the Amalgamated Company to AM Mining in accordance with Part II of this Scheme; and
- (viii) dissolution of the Amalgamating Company without winding-up.

3.2. Conduct of Business until the Effective Date

Until the Effective Date:

- (i) the Amalgamating Company shall maintain and preserve its properties and assets in good working order and condition consistent with past practice, subject to normal wear and tear;
- (ii) the Amalgamating Company shall conduct its operations in the ordinary course with reasonable diligence and business prudence and materially in compliance with applicable Law;
- (iii) the Amalgamating Company shall continue to manage its working capital in the ordinary course and consistent with past practice;
- (iv) all profits and income accruing to the Amalgamating Company and losses and expenditure incurred by it (including Taxes), for the period from the Appointed Date based on the accounts of the Amalgamating Company shall, for all purposes, be treated as the profits, income, losses or expenditure, as the case may be, of the Amalgamated Company; and
- (v) any of the rights, powers, authorities, privileges, attached, related or pertaining to the



Amalgamating Company shall be deemed to have been exercised by the Amalgamating Company for and on behalf of, and in trust for and as an agent of the Amalgamated Company.

3.3. Validity of Existing Resolutions

Upon the coming into effect of the Scheme and with effect from the Appointed Date, the resolutions of the Amalgamating Company, as are considered necessary by the Board of Directors of the Amalgamated Company and which are validly subsisting, shall be considered as resolutions of the Amalgamated Company. If any such resolutions have any monetary limits approved subject to the provisions of the Act or of any other applicable statutory provisions, then such limits, as are considered necessary by the Board of Directors of the Amalgamated Company, shall be added to the limits, if any, under such similar resolutions passed by the Amalgamated Company.

3.4. Modification or Amendment to the Scheme

- 3.4.1. The Parties, through their respective Board of Directors or such other person or persons, as the respective Boards of Directors may authorize, including any committee or sub-committee thereof, may consent to any modification of or amendment to this Scheme or to any conditions or limitations that the Tribunal or any other Governmental Authority may deem fit to direct or impose. The Parties, acting through their respective authorized representatives, shall be authorized to take all such steps as may be necessary, desirable or appropriate to resolve any difficulties or questions, whether by reason of any direction or order of the Tribunal or of any other Governmental Authority or otherwise arising out of, or under, or by virtue of this Scheme and/or any matter concerned or connected therewith.
- 3.4.2. If any provision in this Scheme shall be held to be illegal, invalid or unenforceable, in whole or in part under applicable Law, then such part shall apply with whatever deletion or modification is necessary so that such part is legal, valid and enforceable.

3.5. Costs and Expenses

All costs, charges, Taxes including stamp duty payable upon the adjudication of the final order of the Tribunal sanctioning the Scheme and the Scheme, duties, levies and all other expenses, if any (save as expressly agreed otherwise), arising out of or in relation to this Scheme, or incurred by any of the Parties in carrying out and implementing this Scheme and matters incidental thereto, shall be borne by the Amalgamated Company.

3.6. Applications to the Tribunal

The Parties shall make applications and/or petitions under Sections 230 to 232 read with Section 66 of the Act and other applicable provisions of the Act to the Tribunal for sanction of this Scheme and all matters ancillary or incidental thereto, as may be necessary to give effect to the terms of this Scheme.

3.7. Conditions Precedent

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

- (i) Approval of the Tribunal. The Scheme shall have been approved / sanctioned by the



Tribunal either on terms as originally approved by the Parties, or subject to such modifications as may be approved by the Tribunal, which shall be in a form and substance acceptable to the Parties, each acting reasonably and in good faith;

- (ii) Shareholders' and Creditors' Approval. The Scheme shall have been approved by the respective requisite majorities of the classes of members and creditors (where applicable) of the Parties in accordance with the Act. Without prejudice to other provisions of this Scheme, it is clarified that upon the approval of this Scheme by the shareholders and the creditors of the Amalgamating Company and AMNSI under Sections 230 to 232 read with Section 66 of the Act, the shareholders and the creditors of the Amalgamating Company and AMNSI shall be deemed to have approved this Scheme in entirety under all applicable provisions of the Act and other applicable Laws and that no separate approval from any shareholders or the creditors of the Amalgamating Company and AMNSI shall be required;
- (iii) No Injunctions or Restraints: Illegality. No Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law or Judgment that is in effect and restrains, enjoins, prohibits or otherwise makes illegal consummation of the transactions contemplated under this Scheme;
- (iv) Filings. Certified copies of the confirmation orders of the Tribunal confirming/sanctioning the Scheme shall have been filed with the RoC by the respective Parties;
- (v) Third-Party Approvals. The Scheme and any matter incidental thereto being approved by the relevant governmental or other authorities, as may be required by applicable law;
- (vi) Approval of the Directorate of Industries. The approval of the Directorate of Industries, Government of Maharashtra shall have been obtained for the amalgamation of the Amalgamating Company into and with the Amalgamated Company, in accordance with the terms of the Eligibility Certificate.

3.8. Effect of Non-Receipt of Approvals; Withdrawal

- 3.8.1. In the event the conditions precedent to this Scheme set out in Clause 3.7 above are not satisfied and/ or this Scheme is not confirmed / sanctioned by the Tribunal, this Scheme shall become null and void and shall stand revoked, cancelled and be of no effect. Except as agreed in writing among the Parties, no rights or liabilities whatsoever shall accrue to, or be incurred by, the Parties or their respective shareholders or creditors or employees or any other Person.
- 3.8.2. The Parties, acting through their respective Boards of Directors, may mutually agree in writing to withdraw this Scheme from the Tribunal.

3.9. Severability

- 3.9.1. If any provision in this Scheme shall be held to be illegal, invalid or unenforceable, in whole or in part under applicable Law, then it is the intention of the Parties that such part shall be severable from the remainder of this Scheme.
- 3.9.2. Further, if the deletion of such part of this Scheme causes this Scheme to become materially adverse to the Parties, then, in such case the Parties may amend this Scheme in a manner as will best preserve the benefits and obligations of the Parties under this Scheme.



SCHEDULE I

TERMS OF THE PREFERENCE SHARES

1	Face Value	INR 10 (Indian Rupees Ten each)
2	Issue price	Preference Shares shall be issued at par.
3	Dividend/ Coupon	0.01% per annum subject to deduction of taxes at source, if applicable.
4	Voting rights	Preference Shares shall carry voting rights as per the provisions of Section 47(2) of the Companies Act, 2013, as amended.
5	Security	Preference Shares shall be unsecured.
6	Tenure	Subject to applicable Law, the Preference Shares shall be mandatorily redeemable at the end of 20 years from the date of issuance.
7	Redemption	Preference Shares shall be redeemed at a premium which will provide an internal rate of return of 10.5% per annum from the date of issue of Preference Shares to the redemption date. Arrears of dividend, if any, shall be payable along with the redemption of Preference Shares.
8	Conversion	Preference Shares shall not be convertible into equity shares of the Amalgamated Company.

