

SCHEME OF ARRANGEMENT FOR AMALGAMATION
BETWEEN
JHS SVENDGAARD LABORATORIES LIMITED
(TRANSFEROR COMPANY)
AND
VEDIC COSMECEUTICALS PRIVATE LIMITED
(TRANSFeree COMPANY)
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS
(UNDER SECTION 230 TO 232 OF THE COMPANIES ACT, 2013)



Parts of the Scheme:

1. **Part I** – This part of Scheme contains general provisions applicable as used in this Scheme including Definitions, Interpretation and Capital Structure of Transferor Company and Transferee Company along with Objects and Rationale of the Scheme.
2. **Part II** – This part of Scheme contains Transfer and Vesting of JHS Svendgaard Laboratories Limited ('Transferor Company') into Vedic Cosmeceuticals Private Limited ('Transferee Company'), in accordance with the provisions of Section 230-232 of the Companies Act, 2013.
3. **Part III** - This part of Scheme contains Reorganization of Share Capital and the Accounting Methodology adopted for the Amalgamation.
4. **Part IV** - This part of Scheme contains certain terms and conditions / arrangements agreed between JSLL Promoters and VCPL Promoters.
5. **Part V** - This part of Scheme contains miscellaneous provisions i.e. application/petition to Hon'ble National Company Law Tribunal (NCLT) of relevant jurisdiction and other terms and conditions applicable to the Scheme.



PREAMBLE OF THE SCHEME

A. AN OVERVIEW OF SCHEME OF ARRANGEMENT

1. This Scheme of Arrangement is presented under the provisions of Section 230 – 232 of the Companies Act, 2013 read with relevant Rules of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 for the Amalgamation of JHS Svendgaard Laboratories Limited ('Transferor Company') into and with Vedic Cosmeceuticals Private Limited ('Transferee Company').
2. The Transferee Company will issue its equity shares to the shareholders of Transferor Company (as defined hereinafter) in consideration for Amalgamation of Transferor Company with Transferee Company as per the exchange ratio mentioned in this Scheme.
3. Upon issuance of equity shares under this Scheme (as defined hereinafter), the Transferee Company shall apply for listing of its equity shares on the Stock Exchanges (as defined hereinafter) by seeking exemption from the strict enforcement of Rule 19(2)(b) of SCRR, 1957 and in compliance with rules and regulations framed by SEBI.
4. In addition, this Scheme of Arrangement also provides for various other matters consequential or otherwise integrally connected herewith.

B. BACKGROUND AND DESCRIPTION OF COMPANIES

1. JHS SVENDGAARD LABORATORIES LTD (herein after also referred to as 'JSLL' or 'Transferor Company'), bearing CIN L74110HP2004PLC027558 was incorporated on 08th October, 2004 under the provisions of Companies Act, 1956 with the name and style of JHS Svendgaard Laboratories Limited. The Registered office of the Transferor Company is situated at Trilokpur Road, Kheri (Kafa Amb), Tehsil - Nahan, Distt. Sirmour, Himachal Pradesh - 173030, India.

Transferor Company is widely held listed company having its equity shares listed on BSE Limited (BSE) and National Stock Exchange of India Limited (NSE).

The Transferor Company is engaged in the business of manufacturing and selling of Toothbrushes, Toothpastes, Mouthwash, Denture Tablets and other allied oral care product.



Apart from working on its own brands, the company also offers Contract Manufacturing Partnership to brands in the domestic and the international market.

2. **VEDIC COSMECEUTICALS PRIVATE LIMITED** (herein after also referred to as 'VCPL' or 'Transferee Company') is a Private Limited Company bearing CIN U24246DL2003PTC118255. It was incorporated on 01st January 2003 under the provisions of Companies Act, 1956 with the name of "Vedic Cosmeceuticals Private Limited" having its registered office at 21-C, Pocket-C, Gangotri Apartments, Alakananda, New Delhi, - 110019.

The Transferee Company is engaged in the development, manufacture and sale of high quality skincare products made with natural ingredients such as Sunscreens, Face Masks & Packs, Face Washes, Body Washes etc.

C. RATIONALE FOR THE SCHEME OF ARRANGEMENT

The Transferor Company is engaged in the business of manufacturing, selling and exporting Toothbrushes, Toothpastes, Mouthwash, Denture Tablets and other health care products such as Hand Sanitizer, Room Fresheners etc. Apart from this, the Transferor Company also offers contract Manufacturing Partnership to Domestic and International market. On the other hand, the Transferee Company is engaged in developing, manufacturing and selling of high-quality skincare products for Baby care, Hair Care, Body Care, Intimate Care, Pet care, Spa Products and Grooming products. Some prominent brands with whom the Transferee Company is currently working are Unilever, Nykaa, St. Botanica, The Moms Co., Sugar, Sirona, Bombay Shaving Company, Colorban, Beardo, New U, Skinraft, Arata, TNW.

The Transferor Company and Transferee Company belong to the Fast-Moving Consumer Goods (FMCG) Industry and having a similar line of Business and same customer base. Further, the product base of Transferee Company is wider in comparison to that of the Transferor Company and at the same time, has more growth potential from future prospects considering the usage of advanced technology in production.

Accordingly, the management of the Transferor Company and Transferee Company believes that after this proposed merger, the Transferee Company shall be in a position to utilize the manufacturing infrastructure of Transferor Company in a more efficient and better way with its modern and advanced technology.



Moreover, after the effectiveness of the Scheme, the Transferee Company shall apply for listing of its equity shares on BSE and NSE and the same will enhance the business value of both the Companies followed by the enhancement of liquidity and marketability of equity shares which will ultimately be beneficial to the public shareholders.

Furthermore, this Scheme of Arrangement for Amalgamation of the Transferor Company with the Transferee Company would result, inter-alia, in the following additional benefits:

- Enhancement of competitive strengths including financial resources;
- enhancement of economic value addition.
- Both companies operate in the same industry, allowing for diversification of products and a stronger customer base. This can result in improved operational efficiency, economies of scale, and overall competitiveness in the market which can help mitigate risks and increase the overall resilience of shareholders' portfolios;
- Better management and focus on growing the businesses. The merger can create cross-selling opportunities between the merged entity's products. The shared customer base can be leveraged to introduce complementary products, upsell or cross-sell existing products, and maximize revenue potential.
- The combined scale and customer reach of the Merged Entity will enable it to compete effectively in the market;
- A larger growing company will mean enhanced financial and growth prospects for the people and organization connected therewith, and will be in public interest. The amalgamation will conducive for better and more efficient and economical control over the business and financial conduct of the Companies.
- the merger of Transferor Company into and with the Transferee Company will squarely result in unlocking the value of business of both the companies.

D. Due to the aforesaid reasons, JSLL Promotes and VCPL Promoters considered desirable and expedient to consolidate both the Companies through this Scheme, pursuant to Section 230 – 232 of the Companies Act, 2013.

E. The amalgamation of the Transferor Company with the Transferee Company, pursuant to and in accordance with this Scheme, under Section 230 - 232 and other relevant provisions of the Companies



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Act, 2013, applicable rules of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, subject to approval by SEBI as per SEBI rules and regulations, sanction of Hon'ble National Company Law Tribunal (NCLT) of relevant jurisdiction, shall take place with effect from the Appointed Date and shall be in compliance with Section 2(1B) and Section 72A of the Income Tax Act, 1961.



PART-I
GENERAL PROVISIONS

1. Definitions:

In this Scheme, unless repugnant to the subject or context or meaning thereof, the following expressions shall have the same meanings as set out herein below:

- 1.1. "Act": means the Companies Act, 2013 including any rules, regulations, circulars, directions or guidelines issued thereunder and- any statutory modifications, re-enactments or amendments thereof from time to time.
- 1.2. "Appointed Date": means 1st day of April, 2024 being the date with effect from which the Scheme shall be applicable or such other date as may be approved by the Hon'ble National Company Law Tribunal of relevant jurisdiction or by such other competent authority having jurisdiction over the Transferor Company and the Transferee Company.
- 1.3. "Board" or "Board of Directors": shall mean Board of Directors of the Transferor Company or Transferee Company, as the case may be, and unless it be repugnant to the context or otherwise, include a committee of directors or any person(s) authorized by the Board of Directors or such committee of directors.
- 1.4. "BSE": shall mean BSE Limited.
- 1.5. "Companies": shall mean the Transferor Company and the Transferee Company, collectively.
- 1.6. "Effective Date": means the date on which certified copy of the order of the National Company Law Tribunal (NCLT) under Sections 230 and 232 of the Companies Act, 2013 sanctioning the Scheme is filed with the Registrar of Companies after obtaining the sanctions, orders or approvals referred to in Clause 4 of PART-V of this Scheme or receipt or any other government approval to the transfer of the undertaking and/or the scheme, if required under applicable law.

Any references in this Scheme to the words "Upon the Scheme becoming effective" or "effectiveness of this Scheme" shall mean the Effective Date.

- 1.7. "INR": means the lawful currency of Republic of India



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- 1.8. "JSLL Promoters": shall mean the Promoter & promoter Group of Transferor Company as follows - Mr. Nikhil Nanda, Mr. Daljit Singh Grewal and Mrs. Sushma Nanda, collectively holding 42.23% equity shares in the Transferor Company;
- 1.9. "Law" or "Applicable Law": includes all applicable statutes, enactments, acts of legislature or Parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any government, statutory authority, tribunal, board, court or recognized stock exchange of India or any other country or jurisdiction as applicable.
- 1.10. "Listing Regulations": means SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and includes any amendments, modification or any enactment thereof.
- 1.11. "NCLT" or "National Company Law Tribunal": means the National Company Law Tribunal, of the relevant jurisdiction any other appropriate forum or authority empowered to approve the Scheme as per the law for the time being in force.
- 1.12. "NSE": shall mean National Stock Exchange of India Limited.
- 1.13. "Record Date": means the dates(s) to be fixed by the Board of Directors of the Transferee Company, after the effective date, with reference to which the eligibility of the equity shareholders of the Transferor Company, for the purposes of issue and allotment of shares of the Transferee Company, in terms of the scheme, shall be determined.
- 1.14. "ROC": means the Registrar of Companies of relevant jurisdiction.
- 1.15. "Rules": means the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.
- 1.16. "Scheme": means this Scheme of Arrangement for Amalgamation of Transferor Company with the Transferee Company under section 230-232 of the Companies Act, 2013 as approved by the Board of Directors of the respective Companies, in its present form and with any modifications as may be approved by the Hon'ble NCLT or any other government authority.
- 1.17. "SEBI": means the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992.



- 1.18. "SEBI Master Circular": means Circular No. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023 issued by SEBI or any other circular issued by SEBI applicable to scheme of arrangement for amalgamation from time to time.
- 1.19. "Stock Exchanges": shall mean BSE and NSE where the equity shares of the Transferor Company are presently listed.
- 1.20. 'Transferee Company' or 'Vedic Cosmeceuticals Private Limited' or 'VCPL': shall mean 'Vedic Cosmeceuticals Private Limited', a Company incorporated on 01st January, 2023 under the provisions of Companies Act, 1956 having its Registered Office situated at 21-C, pocket-C, Gangotri Apartments, Alakananda, New Delhi -- 110019.
- 1.21. 'Transferor Company' or 'JHS Svendgaard Laboratories Limited' or 'JSL': shall mean JHS Svendgaard Laboratories Limited, incorporated on 08th October, 2004 under the provisions of Companies Act, 1956 having its Registered Office situated at Trilokpur Roadkala Amb, Distt- Sirmaur Himachal Pradesh-173030.
- 1.22. "VCPL Promoters": shall mean the promoter of the Transferee Company as follows -- Mr. Mohit Goel, Ms. Sandhya Sakhuja, Ms. Pramila Goel and Mr. Prem Krishan Goel, collectively holding 99.93% equity shares in the Transferee Company.

2. INTERPRETATION

- 2.1. References to statutory provisions shall be construed as references to the statutory provisions under laws of India unless otherwise specified, and in any event to those provisions as respectively amended, suspended or re-enacted or as their application is modified by any other provisions (whether made before or after the date of this Scheme) from time to time, to the extent in force;
- 2.2. References to clauses or sub-clauses are to the clauses or sub-clauses of specific parts in which they appear of this Scheme;
- 2.3. The headings, Sub-headings and bold typeface are for information only and shall not affect the construction or interpretation of this Scheme;
- 2.4. References to any of the terms such as taxes, duty, levy, cess in this Scheme shall be construed as references to all of them whether jointly or severally;



- 2.5. Any reference to an "agreement or "document" shall be construed as a reference to such agreement or document as amended, varied, supplemented or novated in writing at the relevant time in accordance with the requirements of such agreement or document.

3. DATE OF EFFECT AND OPERATIVE DATE:

The Scheme set out herein in its present form or with any modification(s), if any made as per Clause 5 of PART-V of this Scheme shall be effective from the Appointed Date but shall come into force from the Effective Date.

4. CAPITAL STRUCTURE:

The Capital Structure of Transferor Company and Transferee Company as on the date of approval of the Scheme by the Board of Directors of the Companies and immediately before the implementation of the Scheme are as under:

5.1 JHS SVENDGAARD LABORATORIES LTD ('Transferor Company')

Particulars	Amount (Rs.)
Authorized Share Capital	
10,10,00,000 Equity Shares of Rs.10/- each	101,00,00,000
Total	101,00,00,000
Issued, Subscribed and Paid-Up Share Capital	
7,83,96,762 Equity Shares of Rs.10/- each fully paid up	78,39,67,620
Total	78,39,67,620

4.2 VEDIC COSMECEUTICALS PRIVATE LIMITED ('Transferee Company')

Particulars	Amount (Rs.)
Authorized Share Capital	
30,10,000 Equity Share of Rs. 10/- each	3,01,00,000
14,00,000 Preference Shares of Rs. 10/- each	1,40,00,000
Total	4,41,00,000
Issued, Subscribed and Paid-up Share Capital	
30,02,000 Equity Share of Rs. 10/-each fully paid up	3,00,20,000
13,61,640 Fully and Compulsorily Convertible Cumulative Preference Shares of Rs. 10/-each fully paid up	1,36,16,400
Total	4,36,36,400



PART-II

TRANSFER & VESTING OF UNDERTAKING OF TRANSFEROR COMPANY

1. With effect from the Appointed Date and upon the Scheme becoming effective, the entire business and whole of undertaking(s), properties and liabilities of Transferor Company shall, in terms of Section 230 and 232 of Companies Act, 2013 and other applicable Rules and pursuant to the orders of the NCLT or other appropriate authority or forum, if any, sanctioning the Scheme, without any further act, instrument, deed, matter or thing, stand transferred to and vested in and/ or deemed to be transferred to and vested in the Transferee Company as a going concern so as to become the undertaking(s), properties and liabilities of the Transferee Company.
 2. With effect from the Appointed Date and upon the Scheme becoming effective, the entire business and undertaking of Transferor Company shall stand transferred to and be vested in Transferee Company without any further deed or act, together with all their properties, assets, rights, benefits and interest therein, subject to existing charges thereon in favour of banks and financial institutions, as the case may be, in the following manner:
3. TRANSFER OF ASSETS
- (i) With effect from the Appointed Date and upon the Scheme becoming effective all memberships, licenses, franchises, rights, privileges, permits, quotas, entitlements, allotments, approvals, consents, concessions, trade mark licenses including application for registration of trade mark, patents, copyrights and their right to use available to Transferor Company as on appointed Date or any date which may be taken after the Appointed Date but till the Effective Date, shall get transferred to the Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.
 - (ii) With effect from the Appointed Date and upon the Scheme becoming effective, Certificate of Registration as available with Transferor Company as on Appointed Date or any date which may be taken by Transferor Company after the Appointed Date but till the Effective Date shall get transferred to the Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.
 - (iii) With effect from the Appointed Date and upon the Scheme becoming effective, all the assets of Transferor Company as are movable in nature including, but not limited to, stock of securities,



computer and equipment, outstanding loans and advances, sundry debtors, term deposit, demat account, server domain, insurance claims, advance tax, Minimum Alternate Tax (MAT) set-off rights, Goods and Service Tax (GST), pre-paid taxes, levies/liabilities, CENVAT/VAT credits if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, Semi-Government, local and other authorities and bodies, customers and other persons or any other assets otherwise capable of transfer by physical delivery would get transferred by physical delivery only and all other assets, shall stand vested in the Transferee Company, and shall become the property and an integral part of Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities. Upon effectiveness of this Scheme, the transferee Company be entitled to the delivery and possession of all documents of title of such movable property in this regard.

- (iv) With effect from the Appointed Date and upon the Scheme becoming effective all incorporeal properties of Transferor Company as on Appointed Date or any which may be taken after the Appointed Date but till the Effective Date, shall get transferred to the Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.
- (v) With effect from the Appointed Date and upon the Scheme becoming effective, all immovable properties including but not limited to land and buildings or any other immovable properties of Transferor Company, whether freehold or leasehold, and any documents of title, rights and easements in relation thereto shall stand transferred to and be vested in Transferee Company as a successor of Transferor Company, without any further instrument, deed or act or payment of any further fee, charge or securities either by the Transferor Company or Transferee Company.
- (vi) With effect from the Appointed Date, Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay ground rent, taxes and fulfil obligations, in relation to or applicable to such immovable properties. The mutation/substitution of the title to the immovable properties shall be made and duly recorded in the name of Transferee Company by the appropriate authorities and third parties pursuant to the sanction of the Scheme by the Hon'ble NCLT and the Scheme becoming effective in accordance with the terms hereof.
- (vii) With effect from the Appointed Date and upon the Scheme becoming effective, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Transferor Company to which the Transferor Company are the party or to the



benefit of which Transferor Company may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect against or in favor of Transferee Company and may be enforced as fully and effectually as if, instead of Transferor Company, Transferee Company had been a party or beneficiary or oblige thereto.

- (viii) With effect from the Appointed Date and upon the Scheme becoming effective, all permits, quotas, rights, entitlements, licenses including those relating to trademarks, tenancies, patents, copyrights, privileges, software, powers, facilities of every kind and description of whatsoever nature in relation to the Transferor Company to which Transferor Company is the party or to the benefit of which Transferor Company may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be enforceable as fully and effectually as if, instead of Transferor Company, Transferee Company had been a party or beneficiary or oblige thereto.
- (ix) With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, no-objection certificates, permissions or approvals or consents required to carry on the operations of Transferor Company or granted to Transferor Company shall stand vested in or transferred to the Transferee Company without further act or deed, and shall be appropriately transferred or assigned by the statutory authorities concerned therewith in favor of Transferee Company upon the vesting of Transferor Company pursuant to this Scheme. The benefit of all statutory and regulatory permissions, licenses, approvals and consents including the statutory licenses, permissions or approvals or consents required to carry on the operations of Transferor Company shall vest in and become available to the Transferee Company pursuant to this scheme.

4. TRANSFER OF LIABILITIES

- 4.1. With effect from the Appointed Date and upon the Scheme becoming effective, all debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, whether provided for or not in the books of accounts or disclosed in the balance sheets of Transferor Company, shall be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company.
- 4.2. Without prejudice to the generality of the provisions contained herein, all loans raised after the Appointed Date but till the Effective Date and liabilities incurred by the Transferor Company after the Appointed Date but till the Effective Date for their operations shall be deemed to be of the Transferee Company.



4.3. The transfer and vesting of the entire business and undertaking of Transferor Company as aforesaid, shall be subject to the existing securities, charges and mortgages, if any, subsisting, over or in respect of the property and assets or any part thereof of Transferor Company, as the case may be.

Provided that the securities, charges and mortgages (if any subsisting) over and in respect of the part thereof, of Transferee Company shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of the Transferor Company vested in the Transferee Company pursuant to the Scheme.

Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by the Transferor Company which shall vest in the Transferee Company by virtue of the amalgamation of the Transferor Company with the Transferee Company and Transferee Company shall not be obliged to create any further or additional security there for after the amalgamation has become operative.

4.4. Transferee Company will, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangements in relation to the Transferor Company to which the Transferor Company is the party, in order to give formal effect to the above provisions. Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on part of the Transferor Company.

4.5. Loans, inter-se contract or other obligations, if any, due either between the Transferee Company and the Transferor Company shall stand discharged and there shall be no liability in that behalf and corresponding effect shall be given in the books of accounts and records of the Transferee Company for reduction of such Assets and Liabilities as the case may be. In so far as any preference shares, securities, debentures or notes issued by the Transferor Company and held by the Transferee Company or vice versa is concerned, the same shall, unless sold or transferred by holder of such securities, at any time prior to the Effective Date, stand cancelled and shall have no further effect.



4.6. With effect from the Effective Date, the security creation, borrowing and investment limits of the Transferee Company under the Act shall be deemed without any further act or deed to have been enhanced by the security creation, borrowing and investment limits of the Transferor Company, such limits being incremental to the existing limits of the Transferee Company. Further, any corporate approvals obtained by the Transferor Company, whether for the purposes of compliance or otherwise, shall stand transferred to the Transferee Company and such corporate approvals and compliance shall be deemed to have been obtained and complied with by the Transferee Company.

5. LEGAL PROCEEDINGS

- (i) With effect from the Appointed Date, Transferee Company shall bear the burden and the benefits of any legal or other proceedings initiated by or against the Transferor Company. Provided however, all legal, administrative and other proceedings of whatsoever nature by or against the Transferor Company pending in any court or before any authority, judicial, quasi-judicial or administrative, any adjudicating authority and/or arising after the Appointed Date and relating to Transferor Company or its respective properties, assets, liabilities, duties and obligations shall be continued and/or enforced until the Effective Date by or against the Transferor Company; and from the Effective Date, shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company.
- (ii) If any suit, appeal or other proceedings of whatever nature by or against the Transferor Company be pending, the same shall not abate, be discontinued or in any way be prejudicially affected by reason of the transfer of the Transferor Company businesses and undertakings or of anything contained in this scheme but the proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made.

6. EMPLOYEE MATTERS

- (i) On the Effective Date, all persons that were employed by the Transferor Company immediately before such date shall become employees of the Transferee Company with the benefit of continuity of service on same terms and conditions as were applicable to such employees of



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Transferor Company immediately prior to such transfer and without any break or interruption of service. Transferee Company undertakes to continue to abide by agreement/settlement, if any, entered into by the Transferor Company with any union/employee thereof. With regard to Provident Fund, Gratuity Fund, Superannuation fund or any other special fund or obligation created or existing for the benefit of such employees of the Transferor Company upon occurrence of the Effective Date, Transferee Company shall stand substituted for Transferor 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. The existing Provident Fund, Gratuity Fund and Superannuation Fund or obligations, if any, created by the Transferor Company for their employees shall be continued for the benefit of such employees on the same terms and conditions. With effect from the Effective Date, Transferee Company will make the necessary contributions for such transferred employees of the Transferor Company and deposit the same in Provident Fund, Gratuity Fund or Superannuation Fund or obligations, where applicable. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Company in relation to such schemes or funds shall become those of the Transferee Company.

7. TAXATION AND OTHER MATTERS

- (i) With effect from the Appointed Date, all the profits or income accruing or arising to the Transferor Company, and all expenditure or losses arising or incurred by the Transferor Company shall, for all purposes, be treated (including all taxes, if any, paid or accruing in respect of any profits and income) and be deemed to be and accrue as the profits or income or as the case may be, expenditure or losses (including taxes) of the Transferee Company. Moreover, Transferee Company shall be entitled to revise its statutory returns relating to indirect taxes like sales tax/ service tax/Goods and Service Tax (GST) / excise, etc. and to claim refund/credits and/or set off all amounts under the relevant laws towards the transactions entered into by the Transferee Company and Transferor Company which may occur between the Appointed Date and the Effective Date. The rights to make such revisions in the sales tax returns, GST Return and to claim refunds/credits including MAT Credit are expressly reserved in favour of the Transferee Company.
- (ii) Transferee Company shall be entitled to revise its all Statutory returns relating to Direct taxes like Income Tax and Wealth Tax and to claim refunds/advance tax credits and/or set off the tax liabilities of the Transferor Company under the relevant laws and its rights to make such



revisions in the statutory returns and to claim refunds, advance tax credits and/or set off the tax liabilities is expressly granted.

- (iii) It is expressly clarified that with effect from the Appointed Date, all taxes payable by the Transferor Company including all or any refunds of the claims/TDS Certificates shall be treated as the tax liability or refunds/claims/TDS Certificates as the case may be of the Transferee Company.
- (iv) From the Effective Date and till such time as the name of the Transferee Company would get entered as the account holder in respect of all the bank accounts and demat accounts of Transferor Company in the relevant bank's/DP's books and records, the Transferee Company shall be entitled to operate the bank/demat accounts of Transferor Company in their existing names.
- (v) Since each of the permissions, approvals, consents, sanctions, remissions, special reservations, incentives, concessions and other authorizations of Transferor Company shall stand transferred by the order of Hon'ble NCLT to Transferee Company, Transferee Company shall file the relevant intimations, for the record of the statutory authorities who shall take them on file, pursuant to the vesting orders of the sanctioning NCLT.

8. CONDUCT OF BUSINESS

- (i) With effect from the Appointed Date and till the Scheme come into effect:
 - a. Transferor Company and Transferee Company shall carry on their businesses with reasonable diligence and in the same manner as they had been doing hitherto, and Transferor Company and Transferee Company shall not alter or substantially expand their businesses except with the concurrence of each other during the pendency of Scheme before the Hon'ble NCLT of relevant jurisdiction(s).
 - b. Transferor Company and Transferee Company shall not, without the written concurrence of each other, alienate charge or encumber any of their properties except in the ordinary course of business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of the Companies.
 - c. Transferor Company or Transferee Company shall not vary or alter, except in the ordinary course of its business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of the Companies, the terms



and conditions of employment of any of its employees, nor shall it conclude settlement with any union or its employees except with the written concurrence of each other.

- d. With effect from the Appointed Date, all debts, liabilities, duties and obligations of the Transferor Company as on the close of business on the date preceding the Appointed Date, whether or not provided in their books and all liabilities which arise or accrue on or after the Appointed Date shall be deemed to be the debts, liabilities, duties and obligations of the Transferee Company.
- (ii) Upon the Scheme coming into effect, Transferee Company shall commence and carry on and shall be authorized to carry on the businesses carried on by the Transferor Company.
- (iii) For the purpose of giving effect to the vesting order passed under Sections 230 and 232 of the Companies Act, 2013 in respect of this Scheme by the Hon'ble NCLT, Transferee Company shall, at any time pursuant to the orders on this Scheme, be entitled to get the record of the change in the legal right(s) upon the vesting of the Transferor Company businesses and undertakings in accordance with the provisions of Sections 230 and 232 of the Companies Act, 2013. Transferee Company shall be authorized to execute any pleadings; applications, forms, etc. as are required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of this Scheme.



PART-III
ISSUE OF SHARES & ACCOUNTING TREATMENT

1. REORGANISATION OF CAPITAL IN THE TRANSFeree COMPANY

- 1.1. Upon this Scheme coming into effect and upon transfer and vesting of the business and undertaking of the Transferor Company in the Transferee Company, the consideration in respect of such transfer shall, subject to the provisions of the Scheme, be paid and satisfied by the Transferee Company as follows:

Transferee Company, without further application, act or deed, shall issue and allot to each of the shareholders of "Transferor Company" (other than the shares already held therein immediately before the amalgamation by Transferee Company, its Nominee or Subsidiary Company), shares in proportion of 10 (Ten) equity shares of face value of Rs. 10 each in Transferee Company for every 100 (Hundred) equity shares of face value of Rs. 10 each held by them in "Transferor Company" pursuant to this Scheme of Amalgamation.

- 1.1.1. For arriving at the share exchange ratio as outlined above, the Companies have considered the Valuation Report submitted by an independent Registered Valuer, Ajay Kumar Siwach (Registration No. IBBI/RV/05/2019/11412).

- 1.1.2. Cross holding at the time of record date (if any), between the Transferor Company and the Transferee Company and vice versa, if not transferred prior to the Effective Date, shall get cancelled at the time of allotment of shares to the shareholders of Transferor Company by the Transferee Company and the approval of Scheme by the Hon'ble NCLT under section 230 and 232 of the Companies Act, 2013, shall also be treated as approval under Section 65 of the Companies Act, 2013 for reduction of capital pursuant to such cancellations.

- 1.1.3. Any fraction arising out of allotment of equity shares above together with all additions or accretions thereto, shall be consolidated and held by the Trust, nominated by the Board of Directors of the Transferee Company on behalf of shareholders of the Transferor Company entitled to fractional entitlements with the express understanding that such trustee shall sell such shares in the market at such price as the trustee may deem fit, within a period of 90 days from the date of allotment of shares as per this Scheme and the Transferee Company shall distribute the net sale proceeds, subject to tax deductions and other



expenses as applicable, to the shareholders of the Transferor Company in proportion to their respective fractional entitlements. It is hereby clarified that the distribution of the sale proceeds shall take place only after sale of all the equity shares of the Transferee Company consolidated and allotted to the Trustee on account of fractional entitlements.

- 1.1.4. The said equity shares in the capital of the Transferee Company to be issued to the shareholders of the Transferor Company shall rank *pari passu* in all respects, with the existing equity shares in the Transferee Company from the Appointed Date. Such shares in the Transferee Company, to be issued to the shareholders of the Transferor Company will, for all purposes, save as expressly provided otherwise, be deemed to have been held by each such member from the Appointed Date.
- 1.1.5. Upon the Scheme becoming effective and subject to the above provisions, the shareholders of Transferor Company (other than the shares already held therein immediately before the amalgamation by the Transferee Company in the Transferor Company or vice versa) as on the record date shall be credited in their demat account. The shareholders of Transferor Company who hold shares in physical form shall be obligated to provide their requisite demat account details to the Transferee Company upto the date specified by the Registrar and Share Transfer Agent to enable it to issue its equity shares as provided in sub clause 1.2 above. Upon the issue and allotment of new shares in the capital of Transferee Company to the shareholders of Transferor Company, the share certificates, if any, in relation to the shares held by them in Transferor Company shall be deemed to have been cancelled.
- 1.1.6. In case the shareholders of the Transferor Company holding shares in physical form fails to provide their demat account details within time, the Transferee Company shall credit their shares in Demat Suspense Account and such shareholders would be eligible to claim such shares in accordance with the procedure laid down under the applicable laws.
- 1.1.7. It is to be clarified that the Transferee Company will not issue any new shares to any person otherwise than as provided in this Scheme.
- 1.1.8. Upon coming into effect of this Scheme, the shares or the share certificates of Transferor Company in relation to the shares held by its member shall, without any further application,



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act, instrument or deed, be deemed to have been automatically cancelled and be of no effect on and from the Effective Date without any necessity of them being surrendered.

1.2. COMBINATION OF AUTHORIZED SHARE CAPITAL

1.2.1. With effect from the Effective Date and upon the Scheme becoming effective, without any further acts or deeds on the part of the Transferor Company or Transferee Company and notwithstanding anything contained in Section 61 of the Companies Act, 2013, the Authorized Share capital of the Transferor Company as appearing in its Memorandum of Association shall get clubbed with the Authorized Share Capital of the Transferee Company as appearing in its Memorandum of Association and pursuant to this clubbing, the Clause V of the Memorandum of Association of the Transferee Company shall stand altered to give effect to the same with effect from the Effective Date. The Face Value of Equity shares shall remain the same as of the Transferee Company after clubbing of Authorized Capital.

1.2.2. Further, in terms of section 232(3)(i) of the Act, upon coming into effect, the fee and duty paid on the Authorized Share Capital of the Transferor Company shall be set off against the fee payable on Authorized Share Capital of the Transferee Company, without any further act or deed.

1.2.3. Pursuant to and after the effectiveness of the Scheme, the authorized capital of the Transferee Company will be INR 105,41,00,000 divided into 10,54,10,000 equity shares of Rs. 10 each and accordingly, Clause V of memorandum of Association of the Transferee Company shall stand substituted by virtue of the Scheme to be read as follows:

"The Authorized Share Capital of the Company is INR 105,41,00,000 (Indian Rupees One Hundred Five Crores Forty One Lakhs) consisting of 10,54,10,000 (Ten Crores Fifty Four Lakhs Ten Thousand) Equity Shares having face value of Rs. 10 (Rupees Ten) each.

1.2.4. On approval of the Scheme by the members of the Transferee Company pursuant to Section 230 -232 of the Companies Act, 2013, it shall be deemed that the said members have also accorded their consent for approval of the alteration of the Memorandum of Association and Article of Association of the Transferee Company and no separate resolution(s) under Section 13, Section 14, Section 61 and Section 64 of the companies Act, 2013 as may be applicable shall be required for giving effect to the provisions contained in this Scheme.



1.2.5. The issue and allotment of shares to the Shareholders of the Transferor Company, as provided in this Scheme, shall be deemed to be made in compliance with the procedure laid down under Section 62 read with Section 42 of the Companies Act, 2013 and no separate compliance of the same shall be required.

2. ACCOUNTING TREATMENT FOR AMALGAMATION

2.1 Upon the coming into effect of this Scheme, the amalgamation of the Transferor Company with the Transferee Company shall be accounted for as per the Purchase Method of Accounting prescribed in "Indian Accounting Standard (Ind AS) 103 for Business Combination" prescribed under Section 133 of the Companies Act, 2013, as notified under the Companies (Indian Accounting Standard) Rules, 2015, as may be amended from time to time.

2.2 The Transferee Company shall, record the assets and liabilities of the Transferor Company, vested in it pursuant to this Scheme, at their respective fair values.

3. LISTING AGREEMENT AND SEBI COMPLIANCES

3.1 Since the Transferee Company is an Unlisted Company, the equity shares to be issued to the shareholders of Transferor Company will be listed and admitted for trading and the Transferee Company shall take steps to get all its equity shares listed on the Stock Exchanges on which the equity shares of the Transferor Company are listed, pursuant to the Scheme and in accordance with the provisions of Applicable Laws including in particular the LODR Regulations, SEBI Circular and other circulars, notification and rules issued by SEBI from time to time.

3.2 The Transferee Company shall adhere to the legal requirements and procedures stipulated in Rule 19(2) (b) of the Securities Contracts (Regulation) Rules (SCRR), 1957 for listing its shares and shall file an application with the relevant stock exchanges, following all necessary rules and regulations, in order to seek listing of its shares on the stock exchanges. This process will ensure compliance with the prescribed guidelines for listing and provide the Transferee Company with the opportunity to trade its shares on the stock exchanges.

3.3 Accordingly, as per SEBI Master Circular, Transferee Company shall make an application to SEBI for seeking relaxation from the strict enforcement of Rule 19(2)(b) of Securities Contracts (Regulations), 1957 for listing its shares without making IPO.

3.4 The Transferee Company shall also comply with the directives of SEBI contained in the Master Circular.



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- 3.5 As Para 10 of the SEBI Master Circular No. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023 ('Circular') is applicable to this Scheme, it is provided in the Scheme that the Transferor Company will provide voting by the public shareholders through e-voting and will disclose all material facts in the explanatory statement, to be sent to the shareholders in relation to the said Resolution.
- 3.6 At the time of filing application for listing, there shall be no convertible instruments in the Transferee Company.
- 3.7 Post listing of the shares of the Transferee Company on the Stock Exchanges, it shall comply with the requirement of maintaining public shareholding of at least 25% on fully diluted basis in the Transferee Company as provided in the SEBI Master Circular.
- 3.8 The shares to be issued by the Transferee Company shall remain frozen in the depository till the listing and trading permission is received from BSE and NSE.
- 3.9 As per the SEBI Master Circular, the entire pre-scheme share capital of the Transferee Company shall be locked in as follows:
- 3.9.1 Shares held by promoters up to the extent of 20% of the post-merger paid-up capital of the Transferee Company shall be locked-in for three years from the date of listing of the shares of the Transferee Company.
- 3.9.2 The remaining shares shall be locked in for 1 year from the date of listing.
- 3.8 Any acquisition of shares, voting rights or control pursuant to the amalgamation of the Transferor Company and Transferee Company pursuant to this Scheme does not trigger any obligation to make an open offer, in terms of Regulation 10(1)(d) of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.
4. **Saving of Concluded Transactions**
- The transfer of properties and liabilities and the continuance of proceedings by or against the Transferor Company as envisaged in above shall not affect any transaction or proceedings already concluded by the Transferee Company on or before the Appointed Date and after the Appointed Date till the Effective Date, to the end and intent that Transferor Company accept and adopts all acts, deeds and things done and executed by the Transferee Company in respect thereto as done and executed by Transferee Company in respect thereto as done and executed on behalf of itself.



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5. Dissolution of Transferor Company

On occurrence of the Effective Date, the Transferor Company shall, without any further act or deed, stand dissolved without winding up and shall be struck off from the records of the relevant Registrar of Companies. Upon the scheme becoming effective and after dissolution of the Transferor Company, the Board of Directors of the Transferee Company or any committee thereof is hereby authorized to take all steps as may be necessary or desirable or proper on behalf of the Transferor Company from the Effective Date to resolve any question, doubts, or difficulty whether by reason of any order(s) of the court(s) or any directive, order or sanction of any Appropriate Authority or otherwise arising out of or under this Scheme or any matter therewith.



PART – IV
TERMS AND CONDITIONS / ARRANGEMENTS AGREED AMONG JSLL PROMOTERS AND VCPL
PROMOTERS

1. PROMOTERS OF THE TRANSFEREE COMPANY

Upon the Scheme coming into effect, the Transferee Company shall be owned and controlled by two separate sets of Promoters i.e. Promoters of JSLL and VCPL. Accordingly, the JSLL Promoters shall be categorized as a separate and independent promoters of the Transferee Company as per the provisions of the Applicable Laws.

2. AMENDMENT TO THE ARTICLES OF ASSOCIATION OF THE TRANSFEREE COMPANY

2.1 Upon the Scheme coming into effect, the Articles of Association of the Transferee Company shall be restated and shall stand amended in accordance with the terms and conditions mutually agreed between JSLL Promoters and VCPL promoters under the Definitive Agreement between them.

2.2 The aforesaid amendment in the Articles of Association of the Transferee Company shall be done as an integral part of this Scheme and the consent of board of directors and shareholders of the Companies accorded to this Scheme shall be considered as deemed approval under Section 14 or any other provisions of the Companies Act, 2013 for the said amendment in the Articles of Association of the Transferee Company and no separate approval of board or shareholders would be required for the same.

3. MANAGEMENT AND GOVERNANCE OF THE TRANSFEREE COMPANY

3.1 Upon the Scheme coming into effect, the Board of the Transferee Company shall be reconstituted and shall consist of at least 6 Directors and both the parties i.e. promoters of JHS and Vedic, shall nominate equal number of directors on the Board of the Transferee Company.

3.2 Mr. Nikhil Nanda shall act as the Chairman of the Transferee Company.

3.3 The managing Director of the Transferee Company shall be appointed amongst the promoters of VCPL who shall be responsible for managing the day-to-day affairs of the Transferee Company.

3.4 The Chairman and the Managing Director shall act as jointly as the authorized signatory of the bank accounts of the Transferee Company.



PART - V
OTHER PROVISIONS

1. APPLICATION/PETITION TO NCLT :

1.1 Transferor Company and Transferee Company shall, with all reasonable dispatch, make application/petition to the Hon'ble NCLT, under Section 230 -232 of the Companies Act, 2013 seeking orders for dispensing with or convening, holding and conducting of the meetings of their respective members and/or creditors and for sanctioning the Scheme with such modifications as may be approved by the Hon'ble NCLT of the relevant jurisdiction.

1.2 On the Scheme being agreed to by the requisite majorities of all the classes of the members and/or creditors of the Transferor Company and Transferee Company, the Transferee Company shall, with all reasonable dispatch, apply to the Hon'ble NCLT, for sanctioning the Scheme under Sections 230 and Section 232 of the Companies Act, 2013, and for such other orders, as the said NCLT may deem fit for carrying this Scheme into effect and for dissolution of the Transferor Company without winding-up.

2. AMENDMENT TO THE OBJECTS CLAUSE OF THE MOA OF THE TRANSFEE COMPANY

2.1 With effect from the Appointed Date and upon this Scheme becoming effective, the main objects of the MOA of Transferee Company shall be altered and amended, without any further act or deed, to include the objects as required for the purpose of carrying on the business activities of Transferor Company pursuant to the provisions of Section 13 and any other applicable provisions of the Act. Accordingly, in addition of the existing main objects contained in the MOA of the Transferee company, the following main objects shall be inserted and read as under:

A. THE MAIN OBJECTS ARE:

- a. *To carry on business of manufacturer , exporters, importers, traders, buyers, and sellers of Oral Hygiene products (including tooth brushes & tooth paste) whether raw, semifinished or finished.*
- b. *To manufacture basic drugs, herbal remedies, Ayurvedic medicines/preparations, Medicines of all kinds of chemicals and intermediaries used in manufacture of medicines.*



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c. *To manufacture, buy, sale, import, export , distribute and to deal in any other manner possible, in automobile parts of all kinds & descriptions (whether electronic or not), automative and other gears, transmission axles, blades, Universal joints, springs, spring leaves, head lamps, sealed beams, clutch facing and brake lining component parts, spare parts, accessories and fittings of all kinds for the said articles and things used in connection with the manufacture thereof, alloy springs, steel billets, flats and bars, pressed and other engineering items and other related items for motor cars, motor truck, buses, tractors, vans, jeeps, lorries, motor launches, motor cycles, cycles and vehicles and conveyances of all kinds."*

2.2 For the purposes of amendment in the main objects clause of the MOA of the Transferee Company as provided in this Clause, the consent/approval given by the members of Transferee Company to this Scheme pursuant to Section 230-232 and any other applicable provisions of the Act shall be sufficient for making such change/amendment in the MOA of Transferee Company and no separate approval of board or shareholders will be required under Section 13 or any other provision of the Companies Act, 2013 for making such change/amendment.

2.3 Upon this Scheme becoming effective, Transferee Company shall file with the ROC all requisite forms and complete the compliance and procedural requirements under the Act, if any, to give effect to the amendment in the MOA. On filing of the certified copy of this Scheme as sanctioned by the NCLT together with the order of the NCLT for Sanction of this Scheme and a certified copy of the altered MOA of Transferee Company for the purposes of Section 13 and any other applicable provisions of the Act, the Registrar of Companies shall register the same and make necessary alteration in the MOA of Transferee Company accordingly and shall certify the registration thereof in accordance with the provisions of Section 13 and any other provisions of the Act.

3. CONVERSION OF TRANSFEE COMPANY INTO A PUBLIC LIMITED COMPANY

3.1 Upon the Scheme coming into effect, the Transferee Company shall stand converted into a "Public Company" in terms of the Companies Act, 2013 and the rules made thereunder. The said conversion shall be an integral part of the Scheme and hence, the approval of the Board and the shareholders of the Companies to the Scheme shall be deemed as an



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approval in terms of the provisions of Section 13, 14 and 18 of the Companies Act, 2013 and the other applicable provisions to the said conversion.

3.2 The memorandum of association of the Transferee Company shall stand amended to give effect to the conversion provided in the above clause. Upon effectiveness of the Scheme, the name of the Transferee Company shall stand altered by omitting the word "Private" from its name or such other name as may be mutually agreed between the parties.

3.3 The Articles of the Transferee Company shall also stand altered to the extent necessary to remove the restrictions/prohibitions therefrom so as to make it fit for the Public Company.

3.4 Upon approval of the Scheme by the board and the shareholders of the Companies, it shall be deemed that Board and the shareholders of the Companies have also accorded their consent under Section 13,14 and 18 of the Companies Act, 2013 and rules made thereunder and the relevant provisions of the Listing regulations, as applicable, for giving effect to the aforesaid conversion, alternation in MOA and AOA of the Transferee Company and no further resolutions or actions, including compliance with any procedural requirements, shall be required to be undertaken by the Transferee Company under any law. Further, upon effectiveness of the Scheme, the Transferee Company shall file all the necessary forms/documents/intimations to the relevant authorities and shall make all the necessary payment of fess or duty, as may be applicable.

4. CONDITIONALITY OF SCHEME:

The Scheme is conditional upon and subject to:

4.1 The Scheme being agreed to by the respective requisite majority of members and creditors of Companies;

4.2 The votes cast by the public shareholders of the Transferor Company through e-voting in favor of the Scheme being more than the number of votes cast by the public shareholders of the Transferor Company against the Scheme, as required in Para 10 of SEBI Master Circular;

4.3 The Scheme being approved by the Hon'ble NCLT;

4.4 All certified copies of the order(s) of the NCLT sanctioning this Scheme being filed with the Registrar of Companies of relevant jurisdiction.



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4.5 This Scheme although to come into operation from the Appointed Date shall not become effective until the necessary certified copies of the order(s) under Sections 230 to 232 of the Companies Act, 2013 shall be duly filed with the Registrar of Companies of relevant jurisdiction.

4.6 Such other conditions as may be mutually agreed between the Transferor Company and Transferee Company under the definite agreement.

5. MODIFICATION OR AMENDMENT

5.1 Transferee Company (acting through its Board of Directors) and Transferor Company (acting through its Board of Directors) may assent to any modifications or amendments to this Scheme which the SEBI, Stock Exchanges, NCLT and/or other authorities may deem fit to direct or impose or which may otherwise be considered necessary or desirable for any question or doubt or difficulty that may arise for implementing and/or carrying out the scheme or which is generally in the benefit or interest of the shareholders and/or creditors. Transferee Company (acting through its Board of Directors) and Transferor Company (acting through its Board of Directors) and after the dissolution of Transferor Company; Transferee Company (by its Board of directors) be and is hereby authorized to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubt, difficulties or questions whether by reason of any order(s) of the NCLT or of any directive or order(s) of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith.

5.2 In the event of this Scheme failing to take effect finally, this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se by the parties or its shareholders or creditors or employees or any other person. In such case, each Company shall bear its own costs or as may be mutually agreed.

6. REVOCATION OR WITHDRAWAL OF THE SCHEME

6.1 Subject to the order of the NCLT, the Board of Directors of the Companies shall be entitled to revoke, cancel, withdraw and declare this Scheme to be of no effect at any stage if:

6.1.1 this Scheme is not approved by the requisite majority of public shareholders of the Transferor Company in terms of the SEBI Master Circular;



- 6.1.2 this Scheme is not being sanctioned by the NCLT or any other Appropriate Authority, which by law may be necessary for implementation of this Scheme; and/or
- 6.1.3 in case of any condition or alteration imposed by the NCLT or other Appropriate Authority is not acceptable to the parties;
- 6.1.4 In case the parties are unable to meet the terms of the definitive agreement.
- 6.2 Subject to the order of the NCLT, this Scheme may be revoked, cancelled, withdrawn and declared to be of no effect at any stage if to that effect the Board of Directors pass resolution(s) pursuant to any of the following:
- 6.2.1 the Board of Companies are of the view that the coming into effect of this Scheme in terms of provisions of this Scheme or filing of the drawn- up order with the ROC could have adverse implication(s) on all or any of the Companies or their respective shareholders; and/or;
- 6.2.2 if any of the consent, approvals, permissions, resolutions, agreements, and conditions required for giving effect to this Scheme are not obtained or for any other reason; and/or;
- 6.2.3 the Board decide to revoke, cancel or withdraw the Scheme for any other reason whatsoever.
- 6.3 On revocation, withdrawal or cancellation of this Scheme, it shall stand revoked, withdrawn, cancelled and be of no effect and in that event no rights and liabilities whatsoever shall accrue to or be incurred *inter se* between the Companies or their, respective shareholders or creditors or debenture holders or employees or any other person, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the Applicable Law. The Companies will have no liabilities whatsoever towards each other or their respective shareholder and/or creditors and/or debenture holders on this Scheme not coming into effect or getting revoked or cancelled. Each party shall bear and pay its respective costs, charges and expenses for and/or in connection with this Scheme.



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7. GENERAL TERMS AND CONDITIONS

All costs, charges, fees, taxes including duties (including the stamp duty, if any, applicable in relation to this Scheme), levies and all other expenses, if any (save as expressly otherwise agreed) arising out of or incurred in carrying out and implementing the terms and conditions or provisions of this Scheme and matters incidental thereto shall be borne and paid by the Transferee Company. All such costs, charges, fees, taxes, stamp duty including duties (excluding the stamp duty, if any, paid on this scheme which shall be pro rata added to the value of the immovable properties), levies and all other expenses, shall be debited to the Profit and Loss Account of the Transferee Company.

