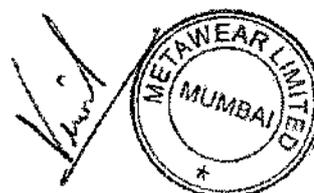


**SCHEME OF AMALGAMATION
BETWEEN
METAWEAR LIMITED (TRANSFEROR COMPANY)
AND
FUTURE MARKET NETWORKS LIMITED (TRANSFeree COMPANY)
AND
THEIR RESPECTIVE SHAREHOLDERS
UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE
PROVISIONS OF THE COMPANIES ACT, 2013**



PREAMBLE

This Scheme of Amalgamation is presented pursuant to Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 for amalgamation between METAWEAR LIMITED ('Transferor Company') and FUTURE MARKET NETWORKS LIMITED ('Transferee Company') and their respective shareholders under sections 230 to 232 and other applicable provisions of the Companies Act, 2013 ("the Scheme")

The Transferor Company and the Transferee Company are hereinafter collectively referred to as the "Companies".

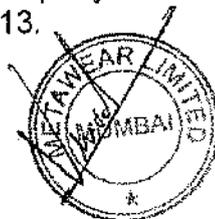
1. DEFINITIONS

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

- 1.1. "Act" or "the Act" means the Companies Act, 1956 and the Companies Act, 2013, as applicable and rules and regulations made thereunder and shall include any statutory modifications, amendments, or re-enactment thereof for the time being in force.
- 1.2. "Appointed Date" shall mean Effective Date or such other date directed by or stipulated by the National Company Law Tribunal as may be applicable.
- 1.3. "Board of Directors" or "Board" means the respective Board of Directors of the Companies and shall include a committee of directors, or any person authorized by such board of directors or such committee of directors duly constituted and authorized for the matters pertaining to this Scheme or any other matter relating hereto.
- 1.4. "Effective Date" means the last of the dates on which the conditions referred to in Clause 21 of this Scheme have been fulfilled or waived.

Any references in this Scheme to the date of "coming into effect of this Scheme" or "the Scheme coming into effect" or "Scheme becoming effective" shall mean the Effective Date.

- 1.5. "Governmental Authority" means any applicable Central, State or local Government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction over the territory of India.
- 1.6. "Income-tax Act" means the Income-tax Act, 1961 including any statutory modifications, re-enactments or amendments thereto.
- 1.7. "National Company Law Tribunal" or "NCLT" or "Tribunal" mean the Mumbai bench of National Company Law Tribunal constituted under section 408 of the Companies Act, 2013.

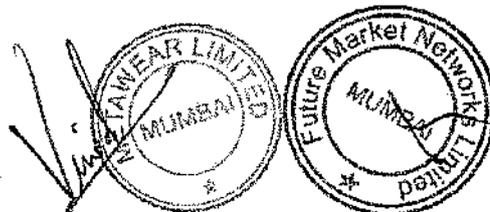


- 1.8. **"Record Date"** means the date to be fixed by the Board of Directors of the Transferor Company after mutual agreement on the same between the Transferee Company and the Transferor Company, for the purpose of determining the shareholders of the Transferor Company to whom the New Equity Shares will be allotted pursuant to this Scheme;
- 1.9. **"ROC"** means the Registrar of Companies, Mumbai, Maharashtra.
- 1.10. **"Scheme"** or **"the Scheme"** or **"this Scheme"** means this Scheme of Amalgamation in its present form or with any modification(s) approved or directed under Clause 20 of this Scheme or any modifications approved or directed by National Company Law Tribunal pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013.
- 1.11. **"SEBI"** means the Securities and Exchange Board of India
- 1.12. **"SEBI Scheme Circular"** means the master circular issued by the SEBI bearing reference no. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023, and any amendments thereof issued pursuant to Regulations 11, 37 and 94 of the SEBI LODR Regulations.
- 1.13. **"SEBI LODR Regulations"** means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015
- 1.14. **"Transferee Company"** or **"FMNL"** means **Future Market Networks Limited**, a public limited company, which is listed on recognized stock exchanges, incorporated under the Companies Act, 1956 on March 10, 2008 with CIN – L45400MH2008PLC179914 and validly existing under the provisions of the Companies Act, 2013 and having its registered office at Knowledge House, Off. Shyam Nagar, Jogeshwari Vikhroli Link Road, Jogeshwari (East), Mumbai - 400060, Maharashtra, India. The Transferee Company is primarily engaged in the mall management business It is managing shopping malls on long term basis and currently managing shopping malls at Siliguri, Kolkata and Ujjain.
- 1.15. **"Transferor Company"** or **"Metawear"** means **METAWEAR LIMITED**, a public limited company incorporated under the Companies Act, 2013 on November 25, 2021 with CIN – U52609MH2021PLC372230 and having its registered office at Floor3, A Block, Shivsagar Estate, Dr. Annie Besant Rd, Nr. Nehru Center Transit Camp, Worli, Mumbai City, Mumbai, Maharashtra, India, 400018. The Transferor Company operates under the brand "Kingdom of White" which is a premium fashion and lifestyle brand. It has omnichannel presence with its own D2C website, listing across all major e-commerce sites and shop-in-shop module for major fashion multi-brand outlets/shopping malls and standalone stores.
- 1.16. **"the Undertaking"** shall mean the entire business of the Transferor Company, all their assets, rights, licenses (including shops and establishments, trading license, etc. for respective retail stores) and powers, and all of their debts and outstanding liabilities, employees, duties and obligations as on the Appointed



Date including, but not in any way limited to, the following:

- (a) All the assets and properties (whether movable or immovable, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) of the Transferor Company, including, without being limited to, buildings and structures, offices, sundry debtors, furniture, fixtures, office equipments, appliances, vehicles, accessories, power lines, depots, deposits, all stocks, assets, investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates), cash balances or deposits with banks, loans, advances, contingent rights or benefits, book debts, receivables, actionable claims, earnest moneys, advances or deposits paid by the Transferor Company, financial assets, leases (including lease rights), hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, municipal permissions, fixed and other assets, trade and service names and marks, and other intellectual property rights of any nature whatsoever, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights including sales tax deferrals, tax deducted at source ('TDS'), tax collected at source, advance tax, title, interests, other benefits (including tax benefits), easements, privileges, liberties and advantages, if any of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company or in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company, whether in India or abroad.
- (b) All agreements, rights, contracts, entitlements, licenses including (but not limited to) No Objection Certificate from any authorities, including the Municipal Authorities, if any, permits, permissions, incentives, approvals, registrations, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges and claims as to any patents, trademarks, copyright, designs, quota rights, engagements, arrangements, authorities, allotments, security arrangements (to the extent provided herein), benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the Transferor Company business activities and operations.
- (c) Entitlements held by the Transferor Company or which may accrue or become due to it as on the Appointed Date or may become so due or entitled to thereafter.



- (d) All intellectual property rights, records, files, books, papers, process information, computer programs, manuals, data, catalogues, sales and advertising material, quotations, lists of present and former customers and suppliers, customer credit information, customer pricing information, other customer information and all other records and documents relating to the Transferor Company business activities and operations whether in physical or electronic mode.
- (e) Amounts claimed by the Transferor Company whether or not so recorded in the books of account of the Transferor Company from any Governmental Authority, under any law, act or rule in force, as refund of any tax, duty, cess or of any excess payment.
- (f) Right to any claim, whether preferred or made by the Transferor Company or not, in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Company and any interest thereon, with regard to any law, act or rule or Scheme made by the Governmental Authority, and in respect of set-off, carry forward of un-absorbed losses availability of Minimum Alternate Tax credit, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, if permitted under the provisions of Income-tax Act, 1961, and the applicable value added tax including but not limited to VAT, Service Tax, Goods and Service Tax or any other or like benefits under the said acts or under and in accordance with any law or act.
- (g) All debts (secured or unsecured), liabilities including contingent liabilities whether disclosed or undisclosed, duties, obligations, debentures, etc. of the Transferor Company along with any charge, encumbrance, lien or security including leases forming part of / relating to the Transferor Company and all other obligations of whatsoever kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized. Provided that, any reference in the security documents or arrangements entered into by the Transferor Company and under which, the assets forming part of / relating to the Transferor Company stand offered as a security, for any financial assistance or obligation, the said reference shall be construed as a reference to the assets pertaining to that the Transferor Company only as are vested in the Transferee Company by virtue of the Scheme. Provided always that the 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 and the Transferee Company shall not be obliged to create any further or additional security therefore after the Effective Date or otherwise.
- (h) All other obligations of whatsoever kind, including liabilities in respect of the employees of the Transferor Company with regard to the payment of gratuity.



- (i) All staff, workmen, employees or other labour of the Transferor Company.

Word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed thereto. The expressions which are used in this Scheme and not defined in this Scheme shall, unless repugnant or contrary to the context or meaning hereof, have the same meanings ascribed to them under the Act, Income-tax Act and other applicable laws, rules, regulations, bye-laws, as the case may be including any statutory modification thereof from time to time.

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

- 2.1. The Scheme shall be effective from the Appointed Date mentioned herein but shall be operative from the Effective Date. The amalgamation between the Transferor Company and the Transferee Company and their respective shareholders shall be in accordance with Section 2(1B) of the Income-tax Act and other relevant provisions of the Income-tax Act, 1961 as applicable.

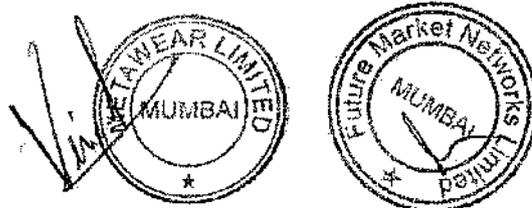
3. CAPITAL STRUCTURE

- 3.1. The authorised, issued, subscribed and paid-up share capital of Transferor Company as on the date of this Scheme being approved by the Board of Directors of Transferor Company, being February 10, 2025, is as under:

Particulars	Amount (INR)
AUTHORISED SHARE CAPITAL	
20,00,000 equity shares of INR 10/- each.	2,00,00,000/-
1,00,000 Preference Shares of INR 10/- each.	10,00,000/-
Total	2,10,00,000/-
ISSUED, SUBSCRIBED AND PAID UP SHARE CAPITAL	
14,43,029 equity shares of INR 10/- each.	1,44,30,290/-
43,316 optionally convertible redeemable preference shares of INR 10/- each.	4,33,160/-
Total	1,48,63,450/-

As on date, entire optionally convertible redeemable preference shares of the Transferor Company are held by the Transferee Company.

The Transferor Company has outstanding employee stock options under its existing employee stock options scheme, the exercise of which may result in an increase in the issued, subscribed and paid-up capital of the Transferor Company.



- 3.2. The authorised, issued, subscribed and paid-up share capital of Transferee Company as on the date of this Scheme being approved by the Board of Directors of Transferee Company, being February 10, 2025, is as under:

Particulars	Amount (INR)
<u>AUTHORISED SHARE CAPITAL</u>	
9,03,00,000 Equity Shares of INR 10/- each	90,30,00,000
5,000 Preference Shares of INR 100/- each	5,00,000
Total	90,35,00,000
<u>ISSUED CAPITAL</u>	
6,06,44,381 Equity Shares of INR 10/- each.*	60,64,43,810
Total	60,64,43,810
<u>SUBSCRIBED AND PAID UP SHARE CAPITAL</u>	
6,06,43,811 Equity Shares of INR 10/- each.	60,64,38,110
Total	60,64,38,110

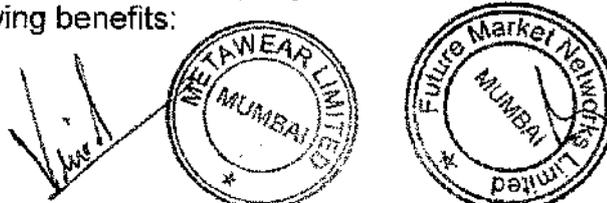
*includes 570 shares held in abeyance

The Transferee Company has outstanding employee stock options under its existing employee stock options scheme, the exercise of which may result in an increase in the issued and paid-up capital of the Transferee Company. Further the Transferee Company has outstanding convertible warrant issued to the shareholders, conversion of the warrant in accordance with the provisions of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, subject to receipt of balance consideration may result in an increase in issued, subscribed and paid-up capital of the Transferee Company.

- 3.3. The shares and/ or other securities of the Transferor Company are not listed on any stock exchanges. The shares of the Transferee Company are listed on BSE Limited and National Stock Exchange of India Limited.

4. RATIONALE OF THE SCHEME

- 4.1. The Transferee Company is primarily engaged in mall management business. It is managing shopping malls on long term basis and currently managing shopping malls at Siliguri, Kolkata and Ujjain. The Transferor Company operates under the brand "Kingdom of White" which is a premium fashion and lifestyle brand. It has omnichannel presence with its own D2C website, listing across all major e-commerce sites and shop-in-shop module for major fashion multi-brand outlets/shopping malls.
- 4.2. The Transferor Company and the Transferee Company are ultimately owned and controlled by same Promoter and Promoter Group. The proposed amalgamation of Transferor Company with the Transferee Company would result in the following benefits:



- (a) Creation of a large entity having diversified business operations of mall management and premium fashion and lifestyle brand
- (b) Providing an opportunity to leverage combined assets, capabilities, experience, expertise of both companies enabling optimum utilization of existing resources;
- (c) Improved cash flows and more efficient utilization of capital, human resources and infrastructure to create a stronger base for future growth, enhance future business potential, and achieve greater efficiencies, productivity gains and advantages by pooling of resources of the group companies thereby significantly contributing to the future growth and maximizing shareholder's value
- (d) Synergies arising out of consolidation of resources which will lead to efficiency in operations and other functions related to the businesses of the Companies;
- (e) Achieve simplified corporate structure, by way of reducing the number of entities in the group.
- (f) Elimination of duplication of administrative expenses and enabling cost savings.
- (g) Carrying on and conducting the business more efficiently and advantageously, ensuring more productive and optimum utilization of various resources.

4.3. Accordingly, this Scheme is being presented for amalgamation between the Transferor Company and the Transferee Company and their respective shareholders and for various other matters consequential, incidental, supplemental and / or otherwise integrally connected therewith pursuant to sections 230 to 232 and other applicable provisions of the Act.

5. TRANSFER AND VESTING OF UNDERTAKING

5.1. With effect from the Appointed Date and upon coming into effect of the Scheme and subject to the provisions of the Scheme, the entire Undertaking of the Transferor Company shall be transferred to and vested in or be deemed to be transferred to and vested as a going concern in the Transferee Company.

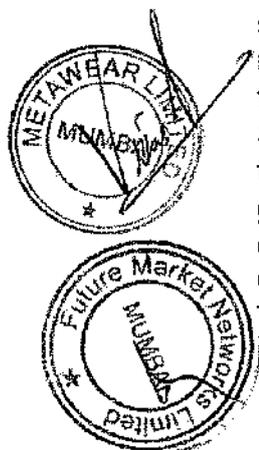
5.2. For avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon coming into effect of this Scheme and with effect from the Appointed Date, in accordance with the provisions of relevant laws, all consents, permissions, licenses, registrations, certificates, authorities (including for the operation of bank accounts), powers of attorneys given by, issued to or executed in favour of the Transferor Company, and the rights and benefits under the same, in so far as they relate to the Transferor Company, all quality certifications and approvals, patents and domain names, copyrights, brands, trade secrets, product registrations and other intellectual property and



all other interests relating to the goods or services being dealt with by the Transferor Company, shall without any further act or deed, be transferred and/or deemed to be transferred to and vested in the Transferee Company under the same terms and conditions as were applicable to the Transferor Company immediately prior to the Effective Date. In so far as the various incentives, sales tax, deferral benefits, subsidies (including applications for subsidies), available tax credits (including Minimum Alternate Tax credit, if any), rehabilitation schemes, grants, special status and other benefits or privileges enjoyed, granted by any government body, local authority or by any other person, or availed of or to be availed of by the Transferor Company are concerned, the same shall, without any further act or deed, in so far as they relate to the Transferor Company, shall be transferred and / or deemed to be transferred to or vest with and be available to the Transferee Company on the same terms and conditions as were applicable immediately prior to the coming into effect of this Scheme. The Transferee Company shall make applications to and obtain relevant approvals from the concerned Governmental Authorities and / or parties as may be necessary in this behalf and the Transferor Company shall co-operate and provide the required support wherever required.

5.3. The transfer and vesting of movable assets and other assets shall be effected as follows, unless Board of Directors of the Transferor and the Transferee Company decides otherwise:

- (a) All the movable assets of the Transferor Company, and the assets which are otherwise capable of transfer by physical delivery or endorsement and delivery, shall be so transferred to the Transferee Company and deemed to have been physically handed over by physical delivery or by endorsement and delivery, as the case may be, without the need to execute any separate instrument, to the Transferee Company to the end and intent that the property and benefit therein passes to the Transferee Company with effect from the Appointed Date. Such delivery and transfer shall be made on a date which shall be mutually agreed upon between the Transferor Company and the Transferee Company on or after the Effective Date.
- (b) In respect of any movable assets of the Transferor Company other than those mentioned in sub-clause 5.3. (a) above, including investments, intangible assets, actionable claims, sundry debtors, outstanding loans, advances recoverable in cash or kind or for value to be received and deposits with the Government, semi-Government, local and other authorities and bodies and customers, the Transferor Company shall if so required by the Transferee Company, and the Transferee Company may, issue notices in such form as the Transferee Company may deem fit and proper stating that pursuant to the NCLT having sanctioned this Scheme under Sections 230 to 232 and other applicable provisions of the Act, the relevant debt, loan, advance or other asset, be paid or made good or held on account of the Transferee Company, as the person entitled thereto, to the end and intent that the right of the Transferor Company to recover or realize the same stands transferred to the Transferee Company and that appropriate entries should be passed in



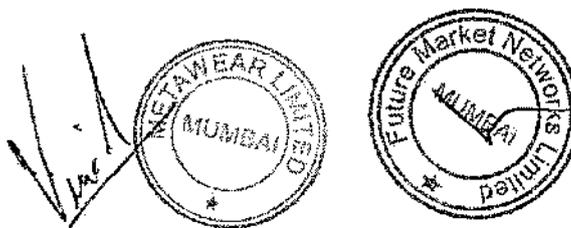
their respective books to record the aforesaid changes.

- 5.4. In relation to the assets, if any, belonging to the Transferor Company, which require separate documents of transfer, the Transferor Company and the Transferee Company will execute necessary documents, as and when required.

Provided that for the purpose of giving effect to the vesting order passed under Sections 230 to 232 in respect of this Scheme, the Transferee Company shall at any time pursuant to the orders on this Scheme be entitled to get the record of the change in the title and the appurtenant legal right(s) upon the vesting of such assets of the Transferor Company in accordance with the provisions of Sections 230 to 232 of the Act, at the office of the respective Registrar of Assurances or any other concerned authority, where any such property is situated.

- 5.5. Upon the Scheme coming into effect and with effect from the Appointed Date, and subject to the provisions of the Scheme, all debts, liabilities, contingent liabilities, duties and obligations of the Transferor Company as on the Appointed Date whether provided for or not in the books of accounts of the Transferor Company, and all other liabilities which may accrue or arise after the Appointed Date but which relate to the period on or up to the day of the Appointed Date shall, pursuant to the orders of the Hon'ble NCLT or such other Governmental authority as may be applicable under the provisions of the Act, without any further act or deed, be transferred or deemed to be transferred to and vested in the Transferee Company, so as to become as from the Appointed Date the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company. Provided however that any charges, mortgages and/or encumbrances shall be confined only to the relative assets of the Transferor Company or part thereof on or over which they are subsisting on transfer to and vesting of such assets in the Transferee Company and no such charges, mortgages, and/or encumbrances shall be enlarged or extend over or apply to any other asset(s) of the Transferee Company. Any reference in any security documents or arrangements (to which any of the Transferor Company is a party) to any assets of the Transferor Company shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of the Transferee Company and Transferee Company shall not be obliged to create any further or additional security.

- 5.6. On and from the Effective Date, and thereafter, the Transferee Company shall be entitled to operate all bank accounts of the Transferor Company and realize all monies and complete and enforce all pending contracts and transactions and to accept and issue credit notes in respect of the Transferor Company in the name of the Transferee Company in so far as may be necessary until the transfer of rights and obligations of the Transferor Company to the Transferee Company under this Scheme have been formally given effect to under such contracts and transactions.



- 5.7. The resolutions, if any, as approved and passed from time to time, under the Act, by the Board of Directors, shareholders of the Transferor Company, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company until the Board of Directors or the shareholders of the Transferee Company, as applicable, passes resolution(s) which has the effect of modifying or changing aforesaid resolutions of the Transferor Company. If any such resolutions of the Transferor Company have upper monetary or other limits being imposed under the provisions of the Act or any other applicable provisions, then the said limits shall be added and shall constitute the aggregate of the said limits in the Transferee Company.
- 5.8. This Scheme shall not, in any manner, affect the rights of any of the creditors of the Transferor Company or the Transferee Company.

6. CONTRACTS AND DEEDS

- 6.1. From the Effective Date, subject to the provisions hereof, without any further act of the parties, all memorandum of understanding, contracts, including contracts for tenancies and licenses, deeds, bonds, agreements, incentives, benefits, exemptions, entitlements, arrangements, engagements, registrations, schemes, assurances, insurance policies, guarantees and other instruments of whatsoever nature to which any of the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible and which are subsisting or have effect on the Effective Date, shall be in full force and effect on or against or in favour, as the case may be, of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party to or beneficiary of or obliged under the same.
- 6.2. Without prejudice to the other provisions of this Scheme and notwithstanding the fact that the vesting of the Transferor Company occurs by virtue of this Scheme itself, the Transferee Company shall, if and to the extent required by law, enter into and / or issue and / or execute deeds, writings or confirmations, to give formal effect to the provisions of Clause 6.1. To the extent that the Transferor Company is required prior to the Effective Date to enter into and / or issue and / or execute such deeds, writings or confirmations, the Transferee Company shall be entitled to act for and on behalf of and in the name of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company.
- 6.3. It is hereby clarified that if any contracts, deeds, bonds, agreements, registrations, licenses, assets (including but not limited to any estate, rights, title, interest in or authorities relating to such assets), schemes, arrangements or other instruments of whatsoever nature to which the Transferor Company is a party, cannot be transferred to the Transferee Company for any reason whatsoever, the Transferor Company shall hold such contracts, deeds, bonds, agreements, registrations, licenses, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of the Transferee Company, on and till the Effective Date.





7. EMPLOYEES OF THE TRANSFEROR COMPANY

- 7.1. All the employees of the Transferor Company, who are in service as on the Effective Date shall on and from the Effective Date and with effect from the Appointed Date, become and be engaged as the employees of the Transferee Company, without any break or interruption in service as a result of the transfer and on terms and conditions not less favorable than those on which they are engaged by the Transferor Company immediately preceding the Effective Date. Services of the employees of the Transferor Company shall be taken into account from the date of their respective appointment with the Transferor Company for the purposes of all retirement benefits and all other entitlements for which they may be eligible. For the purpose of payment of any retrenchment compensation, if any, such past services with the Transferor Company shall also be taken into account.
- 7.2. On and from the Effective Date and with effect from the Appointed Date, the services of the employees of the Transferor Company will be treated as having been continuous, without any break, discontinuance or interruption, for the purpose of membership and the application of the rules or bye-laws of provident fund or gratuity fund or pension fund or superannuation fund or other statutory purposes as the case may be.
- 7.3. It is expressly provided that, on the Scheme becoming effective and with effect from the Appointed Date, the provident fund, gratuity fund, superannuation fund or any other special fund or trusts created or existing for the benefit of the staff, workmen and other employees of the Transferor Company shall become trusts / funds of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such funds or trusts or in relation to the obligation to make contributions to the said funds or trusts in accordance with the provisions thereof as per the terms provided in the respective trust deeds or other documents, if any. It is the aim, and intent of the Scheme that all rights, duties, powers and obligations of the Transferor Company in relation to such funds or trusts shall become those of the Transferee Company. It is clarified that the services of the staff, workmen and employees of the Transferor Company which are employed with the Transferee Company will be treated as having been continuous for the purpose of the said fund or funds. The trustees including the Board of Directors of the Transferor Company and the Transferee Company or through any committee / person duly authorised by the Board of Directors in this regard shall be entitled to adopt such course of action in this regard as may be advised provided however that there shall be no discontinuation or breakage in the services of the employees of the Transferor Company.
- 7.4. The stock options granted by the Transferor Company under its existing stock option scheme to their employees which have not been exercised and are outstanding, shall continue on the existing terms and conditions, except for such modifications/ adjustments to the exercise price by the relevant committee of the Board of the Transferee Company in accordance with the provisions of existing stock option scheme of Transferor Company and applicable law. Transferee Company may take adequate measures to amend the terms and



conditions of its existing stock option scheme provided to the employees of Transferee Company such that the amended terms and conditions of the scheme align with the terms and conditions of the existing stock option scheme of Transferor Company and applicable law.

8. BOARD OF DIRECTORS OF THE TRANSFEROR COMPANY

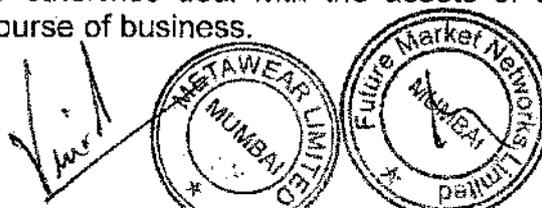
- 8.1. The Board of Directors (or any committee/ sub-committee thereof) of the Transferor Company, upon this Scheme becoming effective, shall without any further act, instrument and deed stand dissolved. All directors of the Transferor Company shall cease to be directors of the Transferor Company on coming into effect of this Scheme. However, if any such director is a director of the Transferee Company, he will continue to hold his office in the amalgamated Transferee Company.

9. LEGAL PROCEEDINGS

- 9.1. If any suit, appeal, petition, complaint, application or other legal proceedings of whatsoever nature (hereinafter referred to as the "**Proceedings**") by or against the Transferor Company is pending as on the Effective Date, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the amalgamation between the Transferor Company and the Transferee Company or by 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 in the absence of this Scheme.
- 9.2. On and from the Effective Date, the Transferee Company shall, if required, initiate any legal proceedings in relation to the present and past business, undertakings, properties and assets of the Transferor Company.

10. CONDUCT OF BUSINESS BY TRANSFEROR COMPANY TILL EFFECTIVE DATE

- 10.1. Unless otherwise stated herein, from the Appointed Date until the Effective Date:
- a) The Transferor Company shall carry on and be deemed to have carried on all its business and activities and shall be deemed to have held and stood possessed of and shall continue to hold and stand possessed of all the assets, properties and liabilities for and on account of and in trust for the Transferee Company. The Transferor Company hereby undertakes to hold the assets, properties and liabilities with utmost prudence until the Effective Date.
 - b) The Transferor Company shall carry on its business and activities with reasonable diligence and business prudence and shall not, alter or diversify its respective business nor venture into any new business, nor alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business.



- c) All the profits or income accruing or arising to the Transferor Company or expenditure or losses arising or incurred or suffered by the Transferor Company, shall for all purposes be treated as the income or profits or losses or expenditure as the case may be of the Transferee Company.
 - d) The Transferor Company shall not vary the terms and conditions of employment of any of the employees except in the ordinary course or pursuant to any pre-existing obligation undertaken by the Transferor Company before the effective date, as the case may be.
 - e) The Transferor Company shall not make any change in its capital structure (paid-up capital), whether by way of increase, decrease, reduction, re-classification, subdivision or consolidation, re-organisation, or in any other manner, except by and with the consent of the Board of Directors of the Transferee Company.
 - f) The Transferor Company shall not declare or pay any dividends, whether interim or final, to its respective equity shareholders in respect of the accounting period prior to the Effective Date, except with the prior approval of the Board of Directors of the Transferee Company.
- 10.2. The Transferor Company either individually or jointly with the Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central Government and /or other agencies, departments and authorities concerned as may be necessary under any law for such consents, approvals and sanctions which the Transferee Company may require to carry on the business of the Transferor Company and to give effect to the Scheme.

11. SAVING OF CONCLUDED TRANSACTION

- 11.1. The transfer of the entire business, properties, assets and Undertaking of the Transferor Company to the Transferee Company and the continuance of all contracts or proceedings by or against the Transferor Company shall not affect any transaction, contracts or proceedings already concluded by the Transferor Company on or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds, matters and things done and / or executed by the Transferor Company in regard thereto, as if done or executed on behalf of the Transferee Company.

12. CONSIDERATION

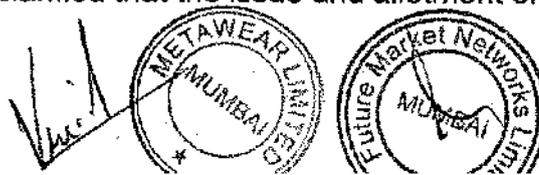
- 12.1. Upon this Scheme becoming effective, Transferee Company shall without any further application or deed, issue and allot equity shares (the "New Equity Shares") credited as fully paid-up, to the extent indicated below to the shareholders of Transferor Company, other than the shares already held by the Transferee Company ("Eligible Shareholders") holding fully paid-up shares and whose name appear in the register of members of the Transferor Company as on the Record Date or to such of their respective heirs, executors,



administrators or other legal representatives or other successors in title as may be recognized by the respective Board of Directors, in the following proportion:

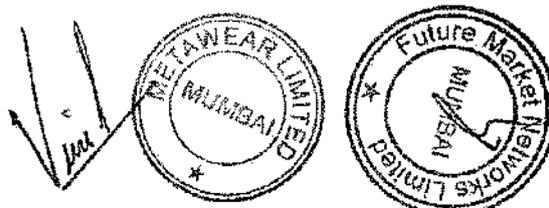
"39.81 equity share of face value of INR 10/- (Rupees Ten Only) each credited as fully paid-up of the Transferee Company for every 1 (One) fully paid-up share of face value of Rs. 10/- (Rupees Ten) each of the Transferor Company ("Share Exchange Ratio")."

- 12.2. In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Transferor Company, the Board of the Transferee Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, as the case may be, to effectuate such a transfer as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor of the shares in the Transferor Company and in relation to the shares issued by the Transferee Company, after the effectiveness of the Scheme. The Board of the Transferee Company shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new shareholders in the Transferee Company on account of difficulties faced in the transition period;
- 12.3. Where New Equity Shares of the Transferee Company are to be allotted to heirs, executors or administrators, as the case may be, to successors of deceased shareholders or legal representatives of the shareholders of the Transferor Company, the concerned heirs, executors, administrators, successors or legal representatives shall be obliged to produce evidence of title satisfactory to the Board of the Transferee Company;
- 12.4. The New Equity Shares of the Transferee Company allotted and issued in terms of Clause 12.1 above, shall be listed and/or admitted to trading on the BSE and NSE. The New Equity Shares of the Transferee Company shall, however, be listed subject to the Transferee Company obtaining the requisite approvals from all the relevant Governmental Authorities pertaining to the listing of the New Equity Shares of the Transferee Company. The Transferee Company shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with Applicable Laws for complying with the formalities of BSE and NSE.
- 12.5. The New Equity Shares of the Transferee Company to be allotted and issued to the Eligible Shareholders of the Transferor Company as provided in Clause 12.1 above shall be subject to the provisions of the memorandum and articles of association of the Transferee Company and shall rank pari passu in all respects with the then existing equity shares of the Transferee Company after the Effective Date including in respect of dividend, if any, that may be declared by the Transferee Company on or after the Effective Date;
- 12.6. The Transferee Company shall complete all formalities, as may be required, for allotment of the New Equity Shares to the Eligible Shareholders of the Transferor Company as provided in this Scheme within the prescribed timeline from the Effective Date. It is clarified that the issue and allotment of New Equity



Shares by the Transferee Company to the Eligible Shareholders of the Transferor Company as provided in the Scheme, is an integral part thereof and shall be deemed to have been carried out without requiring any further act on the part of the Transferee Company or its shareholders and as if the procedure laid down under Section 13, 14, 42 and 62 or any other applicable provisions of the Act and relevant rules made thereunder, as may be applicable, and such other statutes and regulations as may be applicable were duly complied with;

- 12.7. In the event that the Parties restructure their share capital by way of share split/consolidation/issue of bonus shares during the pendency of the Scheme, the Share Exchange Ratio and the stock options, shall be adjusted accordingly to take into account the effect of any such corporate actions;
- 12.8. The fractional entitlements ,if any, shall be aggregated and held by the trust, nominated by the Board of the Transferee Company in that behalf, who shall sell such shares in the market at such price, within a period of 90 days from the date of allotment of shares or trading approval, whichever is later, as per the Scheme and on such sale, shall pay to the Transferee Company, the net sale proceeds (after deduction of applicable taxes and other expenses incurred), whereupon the Transferee Company shall, subject to withholding tax, if any, distribute such sale proceeds to the concerned shareholders of Transferor Company in proportion to their respective fractional entitlements so sold by the trustee.
- 12.9. The Transferee Company shall, if and to the extent required, apply for and obtain any approvals from the concerned regulatory authorities, including the BSE and NSE, for the issue and allotment by the Transferee Company of the New Equity Shares to the members of the Transferor Company pursuant to the Scheme;
- 12.10. Subject to Applicable Laws, the New Equity Shares that are to be issued in terms of this Scheme shall be issued in dematerialised form. The register of members maintained by the Transferee Company and/ or, other relevant records, whether in physical or electronic form, maintained by the Transferee Company, the relevant depository and registrar and transfer agent in terms of Applicable Laws shall (as deemed necessary by the Board of the Transferee Company) be updated to reflect the issue of the New Equity Shares in terms of this Scheme.
- 12.11. If the Transferee Company is unable to allot new equity shares to any Eligible Shareholders in dematerialized form due to any reason whatsoever (including non-receipt of relevant information/ details from shareholders currently holding shares in physical form), the Transferee Company shall issue New Equity Shares in trust in a separate escrow/ suspense account to be maintained by the Transferee Company for the benefit of such shareholders. Such New Equity Shares will be dealt with in accordance with the Applicable Laws and as the Board of Directors of the Transferee Company deems fit.



- 12.12. The shares allotted pursuant to the Scheme shall remain frozen in the depositories system until listing/ trading permission is given by the BSE and NSE as the case may be;
- 12.13. Upon this Scheme becoming effective and upon the New Equity Shares of the Transferee Company being allotted and issued by it to the Eligible Shareholders of Transferor Company whose names appear on the register of members as a member of the Transferor Company on the Record Date the shares of Transferor Company, shall be deemed to have been automatically cancelled and be of no effect on and from the Record Date. Wherever applicable, Transferee Company may, instead of requiring the surrender of the share certificates of Transferor Company, directly issue and credit the New Equity Share of Transferee Company in the demat account of shareholders of the Transferor Company in lieu thereof;
- 12.14. The New Equity Shares to be issued by the Transferee Company pursuant to Clause 12.1 above in respect of such shares of the Transferor Company, the allotment or transfer of which is held in abeyance under Applicable Law shall, pending allotment or settlement of dispute by order of the appropriate court or otherwise, also be kept in abeyance in like manner by the Transferee Company;

13. ACCOUNTING TREATMENT

- 13.1. On the Scheme becoming effective and with effect from the Appointed Date, the Transferee Company shall account for the amalgamation of the Transferor Company in its books of account in accordance with of accounting as provided for business combinations under IND AS 103 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.

14. TREATMENT OF TAXES

- 14.1. Any tax liabilities under the Income-tax Act, 1961, Customs Act, 1962, The Central Good and Service Tax Act, 2017, stamp laws, if any as amended from time to time or other applicable laws/ regulations dealing with taxes/ duties/ levies (hereinafter in this Clause referred to as "**Tax Laws**") allocable or related to the business of the Transferor Company to the extent not provided for or covered by appropriate tax provisions in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company.
- 14.2. All taxes (including but not limited to Income-tax, Good and Service tax etc.) paid or payable by the Transferor Company in respect of the operations and / or the profits of the business on and from the Appointed Date, shall be on account of the Transferee Company and, insofar as it relates to the tax payment (including without limitation Income-tax, Goods and service tax, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the business on and from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and shall in all

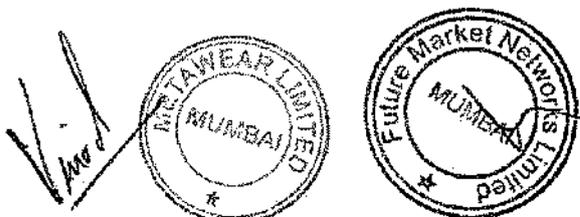


proceedings, be dealt with accordingly.

- 14.3. Upon the Scheme becoming effective, the Transferor Company (if required) and the Transferee Company are expressly permitted to revise its financial statements, annual accounts and tax returns including but not limited to TDS Certificates, TDS returns, etc. along with prescribed forms, filings and annexures under the Income-tax Act, Service tax and other tax laws, and to claim refunds and / or credit for taxes paid (including minimum alternate tax, advance taxes, TDS, etc.) and for matters incidental thereto, if required, to give effect to the provisions of the Scheme.

The relevant authorities shall be bound to transfer to the account of and give credit for the same to Transferee Company upon the passing of the order on this Scheme by the Hon'ble NCLT or any other appropriate authority and upon relevant proof and documents being provided to the said authorities.

- 14.4. All tax assessment proceedings / appeals of whatsoever nature by or against the Transferor Company pending and / or arising at the Appointed Date and relating to them shall be continued and / or enforced until the Effective Date by the Transferor Company. As and from the Effective Date, the tax proceedings 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 . Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme.
- 14.5. Any refund under the Tax Laws received by / due to the Transferor Company consequent to the assessments made on the Transferor Company subsequent to the Appointed Date and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.
- 14.6. Without prejudice to the generality of the foregoing, all benefits including but not limited to benefits relating to Income-tax, goods and service tax, etc., to which the Transferor Company is entitled in terms of the applicable tax laws of the Union and State Governments, shall be available to and vest in the Transferee Company.
- 14.7. Further, any tax deducted at source by the Transferor Company / the Transferee Company on transactions with the Transferee Company / Transferor Company, if any (from Appointed Date to Effective Date) shall be deemed to be advance tax paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.
- 14.8. Upon the coming into effect of this scheme, all tax compliances under any tax laws by the Transferor Company on or after Appointed Date shall be deemed to be made by the Transferee Company.

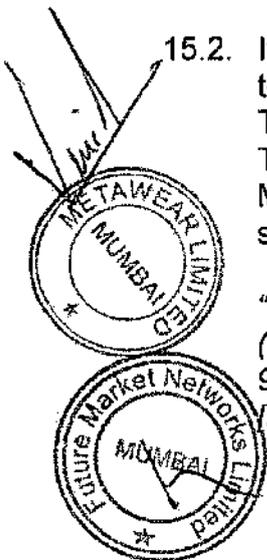


15. COMBINATION AND ENHANCEMENT OF AUTHORISED SHARE CAPITAL

15.1. Upon this Scheme becoming effective, the authorised share capital of the Transferee Company shall automatically stand increased without any further act, instrument or deed on the part of the Transferee Company including payment of stamp duty and fees payable to ROC, by the authorised share capital of the Transferor Company as on the Effective Date. The combined authorised share capital of the Transferee Company would stand increased to INR 92,45,00,000 (Indian Rupees Ninety Two Crores and Forty Five Lakhs Only) divided into 9,24,00,000 (Nine Crore and Twenty Four Lakhs) equity shares of INR 10/- each and 5,000 (Five Thousand) Preference Shares of INR 100/- each and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorised share capital) shall, without any further act, instrument or deed, be increased and stand altered, modified and amended, and the consent of the shareholders of the Transferee Company to the Scheme (in case dispensation for holding meeting of shareholders of the Transferee Company is not granted) / the approval of this Scheme by the NCLT (in case dispensation for holding meeting of shareholders of the Transferee Company is granted) shall be deemed to be sufficient for the purposes of effecting this amendment, and no resolution(s) under Sections 13, 14 and 61 of the Companies Act, 2013 and Section 230 of the Act and other applicable provisions of the Act would be required to be separately passed, as the case may be and for this purpose the stamp duties and fees paid on the authorised share capital of the Transferor Company shall be utilized and applied to the increased authorised share capital of the Transferee Company and there would be no requirement for any further payment of stamp duty and / or fee by the Transferee Company for increase in the authorised share capital to that extent and the Transferee Company shall pay the differential fees/ stamp duty, if any, on the enhanced authorised share capital pursuant to the amalgamation after set-off the fee/stamp duty paid by the Transferor Company on its authorised capital prior to amalgamation. In the event of any increase in the authorized share capital of the Transferee Company before the Effective Date, on the sanctioning of the any other scheme by the competent authorities or otherwise independently by the respective Companies, such increase shall be given effect to while aggregating the authorized share capital of the Transferee Company and the provisions set out in this Scheme shall stand modified to that extent such that such increase shall be taken in account while aggregating the authorized share capital under the present Scheme

15.2. It is clarified that the consent of the shareholders of the Transferee Company to the Scheme shall be deemed to be the consent of shareholders of the Transferee Company to the alteration of the Memorandum of Association of the Transferee Company as may be required under the Act, and Clause V of the Memorandum of Association of the Transferee Company shall stand substituted by virtue of the Scheme to read as follows:

"V (a) The Authorised Share Capital of the Company is INR 92,45,00,000 (Indian Rupees Ninety Two Crores and Forty Five Six Lakhs Only) divided into 9,24,00,000 (Nine Crore and Twenty Four Lakhs) equity shares of INR 10/- [Indian Rupees Ten] each and 5,000 (Five Thousand) Preference Shares of



INR 100/- [Indian Rupees One Hundred] each."

16. DISSOLUTION OF THE TRANSFEROR COMPANY

- 16.1. On and from the Effective Date, the Transferor Company shall stand dissolved without being wound up. Similarly, the Board of the Transferor Company, shall, without any further act, instrument or deed stand dissolved as on the Effective Date.
- 16.2. On and from the Effective Date, the name of the Transferor Company shall be struck off from the records of the relevant ROC. The Transferee Company shall make necessary filings in this regard. However, the Transferee Company shall subject to the approval of the relevant authorities and applicable laws, use the name of the Transferor Company for the purchase of its "Change in Name".

17. ALTERATION OF MAIN OBJECTS CLAUSE OF THE TRANSFEE COMPANY

- 17.1. Upon coming into effect of the Scheme, the entire Main Objects Clause of Transferor Company shall be inserted at the end of Main Objects Clause of the Memorandum of Association of the Transferee Company which is as under:

"To do in India and elsewhere in the world the trade or the business of branding, marketing, incubators, consultants, advisors, makers, tailors, designers, exporters, importers, traders, dealers, merchants, shippers, indentors, distributors, wholesalers, retailers, shopkeepers, hirers, commission agents, muccadums, brokers, stockiest, mercantile agents, forwarding agents, warehousemen and dealing in all type and kinds of goods, materials and items including but not limited to clothes, fashion products, life style products, apparels, general merchandise, food & provisions, consumer durables, arts and crafts, jewellery, home improvement products, footwear, luggage, books & stationery, health care and beauty products, toys and music, computers & accessories, telecom products, agri-input products, furniture & furnishings, fabrics (including but not limited to cotton, knitted, dyed, wool, jute, hemp, silk, nylon and allied materials and articles), textile of all kinds, non-wearable of all kinds and any other products, goods and services not specifically listed above through one stop solution for sale, purchase, export, import, trade and through any means and formats, including but not limited to, hyper markets, super markets, mega stores, discount stores, factory outlets, warehouses, cash & carry, departmental stores, exclusive brand outlets, multi brand outlets, shop in shop, shoppers plaza, direct to home, phone order and mail order, catalogue, through online portals, market places, websites as well as through ecommerce, m-commerce, internet and other forms and multi-level channels and to deal in all kinds of gift card and vouchers, educational products, and such other products which can be distributed, marketed or sold in any other manner whether through retail outlets, departmental stores, chain shops, arcades, value stores or specialized shops, stores either owned and managed by the Company or taken on lease, rent or through franchisees as may be deemed feasible by the Company and to provide any type of services related to branding, incubator, consultancy, advising or marketing in respect of any of the products to any other



entity or organisation.”

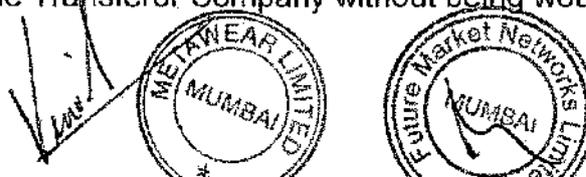
- 17.2. It is clarified that the consent of the shareholders of the Transferee Company to the Scheme shall be deemed to be the consent of shareholders of the Transferee Company to the alteration of the Memorandum of Association of the Transferee Company under Sections 13 and all other applicable provisions of the Act. It is clarified that there will be no need to pass a separate shareholder's resolution as required under the relevant Sections of the Act for the amendment of the Memorandum of Association and Articles of Association as above.
- 17.3. It has been stated that the Transferee Company would make all necessary filings with the ROC and such other authorities as may be required, with respect to the amendment in Main Objects Clause of the Memorandum of Association of the Transferee Company.

18. CHANGE IN NAME OF AMALGAMATED COMPANY / TRANSFEREE COMPANY

- 18.1. Upon this Scheme becoming effective and receipt of requisite approvals from concerned authorities, the name of the Amalgamated Company shall stand changed to “Metawear Limited” or such other name which is available and approved by the Ministry of Corporate Affairs/Registrar of Companies, by simply filing the requisite forms with the Appropriate Authority and no separate consent, approval, act, procedure, instrument, or deed shall be required to be obtained or followed under the Act.
- 18.2. Consequently, subject to Clause 18.1 above, Clause I of the memorandum of association of the Amalgamated Company shall without any act, procedure, instrument or deed be and stand altered, modified and amended, to reflect the revised name of the Amalgamated Company pursuant to Sections 13, 232 and other applicable provisions of the Act and be replaced by the following clause:
- I. The name of the Company is “Metawear Limited”
- 18.3. It is hereby clarified that, for the purposes of acts and events as mentioned in Clause 18.1 and 18.2, the consent of the shareholders of the Amalgamated Company to this Scheme shall be deemed to be sufficient for the purposes of effecting the aforementioned amendment and that no further resolution under Section 13, Section 14 or any other applicable provisions of the Act, would be required to be separately passed, nor any additional fees (including fees and charges to the relevant Registrar of Companies) or stamp duty, shall be payable by the Transferee Company;

19. APPLICATION TO THE NCLT

- 19.1. The Transferor Company and the Transferee Company as may be directed by the NCLT shall make and file necessary applications and petitions to the NCLT or any other appropriate authority, under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 for sanctioning this Scheme and for dissolution of the Transferor Company without being wound up.

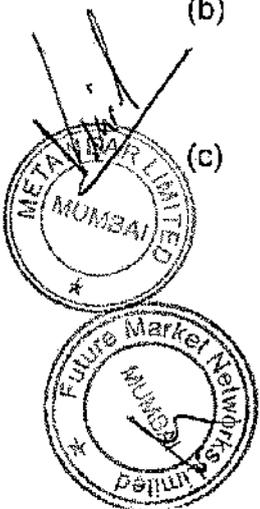


20. MODIFICATIONS / AMENDMENTS TO THE SCHEME

- 20.1. The Transferor Company (by its Board of Directors) and the Transferee Company (by its Board of Directors) or such other person or persons, as the respective Board of Directors may authorize, including any committee or sub-committee thereof, may consent, on behalf of all persons concerned, to any modifications or amendments of the Scheme or to any conditions or limitations that the NCLT or any other Governmental Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by the NCLT or such other Governmental Authority, whether in pursuance of a change in law or otherwise. The Transferor Company and the Transferee Company by their respective Board of Directors or such other person or persons as the respective Board of Directors may authorize, including any committee or sub-committee thereof, shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and / or any matter concerned or connected therewith. All modification / amendments in pursuant to this Clause shall be subject to approval of NCLT.
- 20.2. For the purpose of giving effect to this Scheme or to any modification or amendments thereof or additions thereto, the delegate(s) and / or the directors of the Transferor Company and / or the Transferee Company may give and are hereby authorised to determine and give all such directions as are necessary including directions for settling any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.

21. CONDITIONALITY OF THE SCHEME

- 21.1. The Scheme, in relation to the amalgamation of Transferor Company with Transferee Company, is conditional upon and subject to the following:
- (a) The requisite consent/ intimation/ approval/ permission, as may be required of the Central Government or any other statutory or regulatory authority, including Stock Exchange(s) and/or Securities and Exchange Board of India, if any, which by law may be necessary for the implementation of this Scheme.
 - (b) The Scheme being approved by the respective requisite majorities of the shareholders and/ or creditors of the Transferor Company and the Transferee Company as required if any and as may be directed by the jurisdictional NCLT.
 - (c) Compliance with the other provisions of the SEBI Scheme Circular, including seeking approval of the shareholders of the Transferee Company through e-voting, as applicable and that the Scheme shall be acted upon only if the votes cast by the public shareholders of the Transferee Company are more than the vote cast by the public shareholders against it, as and if required by the SEBI Scheme Circular



- at the relevant time of obtaining shareholders' approval;
- (d) Sanctions and orders under the provisions of Sections 230 to 232 and other applicable provisions of the Act being obtained by the Transferor Company and the Transferee Company from the NCLT.
 - (e) Filing of Certified copies of Orders of NCLT sanctioning this Scheme pursuant to Sections 230 to 232 and other applicable provisions of the Act with the ROC, Mumbai, Maharashtra by the Companies.

22. EFFECT OF NON-RECEIPT OF APPROVALS/ SANCTIONS

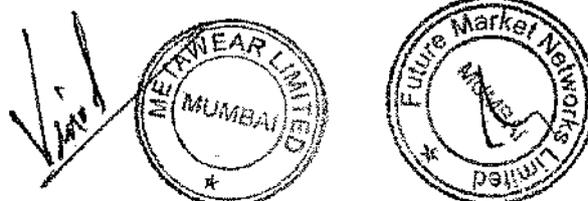
- 22.1. In the event of any of the said sanctions and approvals referred to in Clause 21 are not being obtained and / or complied with and / or satisfied and / or the Scheme not being sanctioned by the NCLT, this Scheme shall stand revoked, cancelled and be of no effect and in that event, no rights and liabilities whatsoever shall accrue to or be incurred between the Transferor Company and the Transferee Company or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the applicable law and in such case, each party shall bear its own costs unless otherwise mutually agreed. Further, the Board of Directors of each of the Transferor Company and the Transferee Company shall be entitled to revoke, cancel and declare this Scheme of no effect if such Board of Directors are of the view that the coming into effect of this Scheme in terms of the provisions of this Scheme or filing of orders with any authority could have adverse implications on either or both the Transferor Company and the Transferee Company.

23. SEVERABILITY

If any part of this Scheme is invalid, ruled illegal by the Central Government of any other Governmental Authority as the case may be, or unenforceable under present or future Applicable Laws, then it is the intention of the Transferor Company and the Transferee Company that such part shall be severable from the remainder of the Scheme. Further, if the deletion of such part of this Scheme may cause this Scheme to become materially adverse to the Transferor Company and /or the Transferee Company, then in such case the Transferor Company and /or the Transferee Company shall attempt to bring about a modification in the Scheme, as will best preserve for the Transferor Company and the Transferee Company the benefits and obligations of the Scheme, including but not limited to such part deleted.

24. BINDING EFFECT

- 24.1. Upon the Scheme becoming effective, the same shall be binding on the Transferor Company and the Transferee Company and their respective shareholders and all concerned parties without any further act, deed, matter or thing.



25. WITHDRAWAL OF THIS SCHEME

- 25.1. Parties, acting jointly, shall be at liberty to withdraw the Scheme, any time before the Scheme is effective.
- 25.2. In the event of withdrawal of the Scheme under Clause 25.1 above, no rights and liabilities whatsoever shall accrue to or be incurred inter-se the Parties or their respective shareholders or creditors or employees or any other person
- 25.3. In the event of any of the requisite sanctions and approvals not being obtained on or before such date as may be agreed to by the Parties, this Scheme shall become null and void and each party shall bear its respective costs and expenses and / or in connection with this Scheme

26. COSTS, CHARGES AND EXPENSES

- 26.1. All costs, charges, 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 this Scheme and matters incidental thereto shall be borne by the Transferee Company.

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