



9th February, 2024

National Stock Exchange of India Ltd,
Exchange Plaza, 5th Floor, Plot No. C-1,
Bandra-Kurla Complex, Bandra (E)
Mumbai- 400 051
NSE Symbol: MANYAVAR

BSE Limited,
Phiroze Jeejeebhoy Towers
Dalal Street, Fort,
Mumbai - 400 001
BSE Scrip Code: 543463

Dear Madam/ Sir,

Sub: Filing of scheme under Regulation 37(6) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI Listing Regulations”)

This is in furtherance to our communication dated 25th January, 2024, wherein we had intimated that the Board of Directors of Vedant Fashions Limited (“VFL” or “Amalgamated Company” or “Company”) at its meeting held on 25th January, 2024, subject to requisite approvals / consents, approved the Scheme of Amalgamation of Manyavar Creations Private Limited (“MCPL” or “Amalgamating Company”), wholly owned subsidiary of the Company into and with the Company pursuant to Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 (“Act”) and rules framed thereunder.

In terms of Regulations 37(6) of the SEBI Listing Regulations read with SEBI Master Circular No. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated 20th June, 2023 (“SEBI Circular”), the requirement of obtaining ‘No Objection Letter’ from the Stock Exchange is not applicable to draft schemes which solely provide for merger of a wholly owned subsidiary with its holding company.

However, in accordance with the provisions of Regulations 37(6) of the SEBI Listing Regulations read with the SEBI Circular, such schemes shall be filed with the stock exchanges for the purpose of disclosures and the stock exchanges shall disseminate the scheme documents on their websites.

Accordingly, we hereby submit the following documents for dissemination on the websites of stock exchanges:

- a. Certified true copy of the Scheme of Amalgamation of MCPL with the Company pursuant to Sections 230 to 232 and other applicable provisions of the Act and rules framed thereunder (“Scheme”).
- b. Certified true copy of the resolutions passed by the respective Board of Directors of Amalgamating Company and Amalgamated Company approving the Scheme at their respective meetings held on January 25, 2024.

Kindly take the above information in your record.

Thanks and Regards,
For Vedant Fashions Limited,

Navin Pareek
Company Secretary and Compliance Officer
ICSI Memb. No.: F10672

SCHEME OF AMALGAMATION

(UNDER SECTIONS 230 to 232 OF THE COMPANIES ACT, 2013)

OF

MANYAVAR CREATIONS PRIVATE LIMITED

WITH

VEDANT FASHIONS LIMITED

A. PREAMBLE

This Scheme of Amalgamation is presented pursuant to the provisions of Sections 230 to 232 and other relevant provisions of the 2013 Act (*defined in Part I below*), as may be applicable, and in compliance with Section 2(1B) of the Income Tax Act, 1961, as applicable for Amalgamation (*defined in Part I below*) of **Manyavar Creations Private Limited** (“MCPL”) with **Vedant Fashions Limited** (“VFL”) on a going concern basis and consequent dissolution of MCPL without winding up.

The Scheme (*defined in Part I below*) involves holding company (VFL) and its wholly owned subsidiary (MCPL).

B. BACKGROUND OF THE COMPANIES

1. Vedant Fashions Limited

- (a) VFL (CIN: L51311WB2002PLC094677) is a company limited by shares incorporated on May 24, 2002 under the provisions of the 1956 Act (*defined in Part I below*). The registered office of VFL is situated at Paridhan Garment Park, 19 Canal South Road, SDF 1, 4th Floor, A501-A502, Kolkata- 700015, India. VFL was incorporated as a private limited company and was converted into a public limited company under the 2013 Act on August 25, 2021. The erstwhile name of VFL was Vedant Fashions Private Limited which was changed to the present name, i.e., Vedant Fashions Limited, upon conversion into public limited company under the 2013 Act on August 25, 2021.
- (b) VFL is primarily engaged in manufacturing, trading and sale of readymade Indian wedding and celebration wear for men, women, and kids under the brand names Manyavar, Mohey, Mebaz, Twamev and Manthan.
- (c) The equity shares of VFL are listed on National Stock Exchange of India Limited (hereinafter called “NSE”) and BSE Limited (hereinafter called “BSE”).

2. Manyavar Creations Private Limited

- (a) MCPL (CIN: U17299WB2017PTC219874) is a company limited by shares incorporated on March 10, 2017 under the provisions of the 2013 Act. The registered office of MCPL is situated at 1st Floor, Unit No. 5, Part C, Block A, Srijan Industrial Logistics Park, NH6, Bombay Road, Howrah-711302, India.
- (b) MCPL is engaged in the business of trading readymade Indian wedding and celebration wear garments and related accessories for men, women and kids.
- (c) MCPL is a wholly owned subsidiary of VFL.

C. RATIONALE

1. This Scheme is expected to streamline and rationalize the group structure. The Scheme is proposed with a view, inter alia, to achieve the following benefits:
 - (a) the consolidation of business would lead to synergies in operational process and logistics alignment, creating better synergy, better utilisation of human resources and further development and growth of business via a single entity, VFL;
 - (b) the proposed Scheme would result in simplification of group structure under common management by consolidating the business of wholly owned subsidiary of VFL into a single entity, i.e. VFL;
 - (c) the consolidation of business would lead to elimination of duplicative communication and coordination efforts across multiple entities and pooling of resources as well as optimum utilisation of resources;
 - (d) cost savings are expected to flow from more focused operational efforts, rationalization, standardization and simplification of business processes, administration, finance, accounts, legal, and other related functions, leading to elimination of duplicative activities and rationalization of administrative expenses;
 - (e) thus, this Scheme, as envisaged, is in the interest of the shareholders, creditors, employees, and other stakeholders of each of the Companies (*defined in Part I below*) by pursuing a focused business approach under VFL, thereby resulting in overall maximization of value creation of all the stakeholders involved;
 - (f) the amalgamation will result in streamlining the group structure, rationalization of multiplicity of entities, thereby reducing compliance cost of multiple entities viz., statutory filings, regulatory compliances, labour law/ establishment related compliances.
2. The respective Board of Directors (*defined in Part I below*) of VFL and MCPL, at their respective meetings held on January 25, 2024, have approved the Scheme.

D. GENERAL

3. This Scheme is divided into the following parts:
 - (a) **Part I** provides for the definitions and interpretations;
 - (b) **Part II** gives the capital structure of VFL and MCPL;
 - (c) **Part III** provides for the Amalgamation of MCPL with VFL;
 - (d) **Part IV** deals with other general terms and conditions as applicable to the Scheme.

PART I – DEFINITIONS AND INTERPRETATIONS

1. DEFINITIONS AND INTERPRETATIONS

1.1. In this Scheme, unless repugnant to the meaning or context thereof, the following terms and expressions shall have the meanings as given against them:

“1956 Act” means the Companies Act, 1956 and the rules and regulations made thereunder as may be applicable;

“2013 Act” means the Companies Act, 2013 and the rules and regulations made thereunder, and includes any alterations, modifications, amendments made thereto and/or any re-enactment thereof;

“Amalgamating Company” means Manyavar Creations Private Limited (“MCPL”), a wholly owned subsidiary of VFL. The registered office of MCPL is situated at 1st Floor, Unit No. 5, Part C, Block A, Srijan Industrial Logistics Park, NH6, Bombay Road, Howrah-711302, India;

“Amalgamated Company” means Vedant Fashions Limited (“VFL”), a public company limited by shares, and having its registered office at Paridhan Garment Park, 19 Canal South Road, SDF 1, 4th Floor, A501-A502, Kolkata- 700015, India;

“Amalgamation” means the amalgamation of the Amalgamating Company with the Amalgamated Company on a going concern basis, under Sections 230-232 of the 2013 Act and in compliance with Section 2(1B) of the Income Tax Act, 1961, in terms of Part III of the Scheme;

“Applicable Laws” shall mean any statute, notification, bye-laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinance, orders, judgements, decisions or instructions having the force of law enacted or issued by any Appropriate Authority, including any statutory modification or re-enactment thereof for the time being in force;

“Appointed Date” means April 1, 2024 or such other date as the Hon’ble NCLT may decide/ approve;

“Appropriate Authority” means any governmental body (central, state or local Government), legislative body, statutory body, departmental or public body or regulatory or administrative authority, judicial or arbitral body or other organization operating under the force of law including the National Company Law Tribunal, Income Tax authorities and other applicable authorities;

“Board of Directors” or **“Board”** in relation to the Companies (*defined below*), as the case may be, means the board of directors of such company, and shall include a committee duly constituted and authorised for the purposes of matters pertaining to the Scheme and/or any other matter relating thereto;

“BSE” means BSE Limited;

“CIN” means Corporate Identity Number issued by the Registrar of Companies;

“Companies” shall collectively mean the Amalgamating Company and the Amalgamated Company;

“Effective Date” shall mean the last of the dates on which all the conditions and matters referred to in Clause 22 have been fulfilled, obtained or waived. References in this Scheme to date of ‘this Scheme becoming effective’ or ‘this Scheme coming into effect’ shall mean the Effective Date;

“Encumbrance” means any options, pledge, mortgage, lien, security, interest, claim, charge, pre-emptive right, easement, limitation, attachment, restraint or any other encumbrance of any kind or nature whatsoever, and the term “Encumbered” shall be construed accordingly;

“Income Tax Act” means the Income Tax Act, 1961, including any amendments made therein or statutory modifications or re-enactments thereof for the time being in force and rules and regulations, circulars, and notifications issued thereunder, each as amended from time to time and to extent in force;

“IND AS” means the Indian Accounting Standards prescribed under Section 133 of the 2013 Act and as notified under the Companies (Indian Accounting Standard) Rules, 2015;

“Legal Proceedings” means proceedings of whatsoever nature, civil or criminal, including any notices, disputes, suits, actions, appeals, arbitrations, execution proceedings, revisions, writ petitions, suits and taxation proceedings, pending before any Court, statutory or quasi-judicial authority or tribunal;

“Liabilities” means all present and future liabilities, whether or not provided in the books of accounts or disclosed in the balance sheet of the Amalgamating Company, including contingent liabilities, deferred tax liabilities, secured and unsecured debts, duties and obligations (including under any licenses or permits of every kind) of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised for its business activities and operations along with any charge, Encumbrance, including any bank guarantees thereon;

“NCLT” means the Hon’ble National Company Law Tribunal, Kolkata Bench sanctioning this Scheme pursuant to Sections 230 to 232 of the 2013 Act;

“NSE” means National Stock Exchange of India Limited;

“PAN” means Permanent Account Number issued by the Income Tax department.

“Registrar of Companies” means the Registrar of Companies at Kolkata;

“Scheme” or “the Scheme” or “this Scheme” means this Scheme of Amalgamation pursuant to Sections 230 to 232 of the 2013 Act and other applicable provisions thereunder, in its present form submitted to the Hon’ble NCLT or any other Appropriate Authority with

any modification(s) thereto as the Board or Hon'ble NCLT or any other Appropriate Authority may require, direct or approve;

“TCS” means tax collectible at source, in accordance with the provisions of Income Tax Act and/or any other Applicable Law;

“TDS” means tax deductible at source, in accordance with the provisions of Income Tax Act and/or any other Applicable Law;

“Undertaking of the Amalgamating Company” means the entire business of the Amalgamating Company as a going concern and includes all properties, assets, licenses, rights, benefits, incentives (including application therefor), exemptions, subsidies, concessions, refunds and powers of the Amalgamating Company and all debts, Liabilities, duties and obligations of the Amalgamating Company.

- 1.2. All terms and words used but not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the 2013 Act, the Income Tax Act and other Applicable Laws, rules, directions, guidelines, regulations, bye-laws, as the case may be or any statutory modification or re-enactment(s) thereof for the time being in force.
- 1.3. In this Scheme, unless the context otherwise requires:
 - (a) words denoting singular shall include plural and vice versa;
 - (b) headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
 - (c) references to the word “include” or “including” shall be construed without limitation;
 - (d) a reference to an article, clause, section or paragraph is, unless indicated to the contrary, a reference to an article, clause, section or paragraph of this Scheme;
 - (e) unless otherwise defined, the reference to the word “days” shall mean calendar days;
 - (f) references to dates and times shall be construed to be references to Indian dates and times;
 - (g) reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
 - (h) references to a person include any individual, firm, body corporate (whether incorporated or not), government, state or agency of a state or any joint venture, association, partnership, works council or employee representatives body (whether or not having separate legal personality);
 - (i) references to any of the terms taxes, duty, levy, cess in the Scheme shall be construed as reference to all of them whether jointly or severally;

- (j) word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed to them;
- (k) any reference to any statute or statutory provision shall include:
 - i. all subordinate legislations made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated from time to time) and any retrospective amendment; and
 - ii. such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the filing of this Scheme) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to the matters contemplated under this Scheme and (to the extent liability there under may exist or can arise) shall include any past statutory provision (as amended, modified, re-enacted or consolidated from time to time) which the provision referred to has directly or indirectly replaced.

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by any authority, unless otherwise specified in the Scheme, shall become effective from the Appointed Date but shall be operative from the Effective Date.

PART II – SHARE CAPITAL

3. SHARE CAPITAL

3.1. Vedant Fashions Limited

The capital structure of VFL as on the date of its Board approving the Scheme is as under:

A. Authorised Share Capital	Amount (in INR)
30,10,00,000 equity shares of INR 1/- each	30,10,00,000
Total	30,10,00,000
B. Issued, subscribed and paid-up Share Capital	Amount (in INR)
24,28,55,167 equity shares of INR 1/- each fully paid-up	24,28,55,167
Total	24,28,55,167

The equity shares of VFL are listed on NSE and BSE.

VFL has outstanding employee stock options under its existing employee stock option scheme, the exercise of which may result in an increase in the issued and paid-up share capital of VFL.

3.2. Manyavar Creations Private Limited

The capital structure of MCPL as on the date of its Board approving the Scheme is as under:

A. Authorised Share Capital	Amount (in INR)
50,00,000 equity shares of INR 10/- each	5,00,00,000
Total	5,00,00,000
B. Issued, subscribed and fully paid-up Share Capital	Amount (in INR)
40,10,000 equity shares of INR 10/- each fully paid-up	4,01,00,000
Total	4,01,00,000

MCPL is a wholly owned subsidiary of VFL.

PART III – AMALGAMATION OF AMALGAMATING COMPANY WITH AMALGAMATED COMPANY

4. TRANSFER AND VESTING OF UNDERTAKING OF THE AMALGAMATING COMPANY INTO AMALGAMATED COMPANY

- 4.1. Upon the Scheme becoming effective and with effect from the Appointed Date, the Amalgamating Company shall stand amalgamated with the Amalgamated Company, as provided in this Scheme, pursuant to Sections 230 to 232 and other applicable provisions of the 2013 Act, and in accordance with Section 2(1B) of the Income Tax Act. Accordingly, the Undertaking of the Amalgamating Company, including all assets, Liabilities, contracts, arrangements, employees, permits, licences, records, approvals, etc., of the Amalgamating Company shall, subject to the terms and conditions of this Scheme and, without any further act, instrument or deed, stand transferred to and vested in or be deemed to have been transferred and vested in the Amalgamated Company, so as to become as and from the Appointed Date, the undertaking of the Amalgamated Company pursuant to the provisions of Sections 230 to 232 of the 2013 Act as a going concern and on an “as-is-where-basis”, by virtue of and in manner as provided in this part of the Scheme.
- 4.2. For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the Scheme becoming effective with effect from the Appointed Date, and in accordance with the provisions of all Applicable Laws and the 2013 Act, all the consents, permissions, licenses, certificates, authorities (including for the operation of bank accounts), properties (including tenancy rights), claims, title, interest and authorities including accretions and appurtenances, powers of attorneys given by, issued to or executed in favour of Amalgamating Company, and the rights and benefits under the same shall, insofar as they relate to the Amalgamating Company and all quality certifications and approvals, trademarks, patents and domain names, copyrights, industrial designs, trade secrets, product registrations and other intellectual property and all other interests relating to the goods, services or any other assets being directly and exclusively dealt with by the Amalgamating Company shall, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, shall stand transferred to and vested in the Amalgamated Company. In respect of all the movable assets and the other assets of Amalgamating Company which are otherwise capable of transfer to the Amalgamated Company, the same shall be deemed to have been physically handed over by physical delivery or by endorsement and delivery or by constructive delivery, as the case may be, to the Amalgamated Company to the end and intent that the property and benefit therein passes to the Amalgamated Company with effect from the Appointed Date without requiring any deed or instrument of conveyance for transfer of the same. Upon the Scheme becoming effective, such delivery and transfer shall be made on a date mutually agreed upon between the respective Board of Directors of Amalgamating Company and the Amalgamated Company by way of delivery of possession of the respective documents, as a part of the transfer of the Amalgamating Company as a going concern. In respect of any intangible moveable assets of Amalgamating Company, other than those mentioned hereinabove, and actionable claims, sundry debtors, outstanding loans, advances recoverable in cash or kind or for value to be received and deposits with any Appropriate Authority and customers, the same shall on and from the Appointed Date stand transferred to and vested in the Amalgamated Company. The Amalgamated Company may, issue notices, if necessary, in such form as may deem fit and proper stating that pursuant to the Scheme becoming

effective, the relevant debt, loan, advance or other asset, be paid or made good or held on account of the Amalgamated Company, as the person entitled thereto, to the end and intent that the right of Amalgamating Company to recover or realize the same stands transferred to the Amalgamated Company and that appropriate entries shall be passed in their respective books to record the aforesaid changes.

- 4.3. Upon coming into effect of this Scheme and with effect from the Appointed Date, all the incentives, exemptions, subsidies, concessions, refunds, service tax benefits, goods and service tax benefits, deductions under the Income Tax Act, subsidies (including applications for subsidies), grants, special status and other benefits or privileges enjoyed, granted or to be granted by any Appropriate Authority, or availed of by Amalgamating Company shall, without any further act or deed, vest with and be available to the Amalgamated Company on the same terms and conditions. All intangible assets including various business or commercial rights, etc., if any, belonging to but not recorded in books of Amalgamating Company, shall be transferred to and vested with Amalgamated Company.
- 4.4. All immovable properties of Amalgamating Company, including land together with the buildings and structures standing thereon or under construction and rights and interests in the said immovable properties of Amalgamating Company, (whether freehold or leasehold, leave and licensed or otherwise) including any tenancies in relation to warehouses, office space, stores, guest houses and residential premises including those provided to/occupied by the employees of Amalgamating Company, all plant and machineries constructed on or embedded or attached to any such immovable properties, all rights, covenants, continuing rights, title and interest in connection with the said immovable properties, and all documents of title, rights and easements in relation thereto shall upon the Scheme becoming effective, stand vested in and be deemed to have been vested in Amalgamated Company, without any further act or deed done/executed or being required to be done/executed by Amalgamating Company / Amalgamated Company. Amalgamated Company shall be entitled to exercise all rights and privileges attached to the aforesaid immovable properties and shall be liable to pay the ground rent and taxes and fulfil all obligations in relation to or applicable to such immovable properties. The mutation of the ownership or title, or interest in the immovable properties shall, upon the Scheme becoming effective, be made and duly recorded in the name of Amalgamated Company by the Appropriate Authority pursuant to the sanction of the Scheme by the Hon'ble NCLT in accordance with the terms hereof.
- 4.5. All lease and/or license or rent or tenancy agreements made or entered into by Amalgamating Company with various landlords, owners and lessors in connection with the use of the assets of Amalgamating Company, together with security deposits and advance/prepaid lease/license fee, etc., shall stand automatically vested in favour of Amalgamated Company on the same terms and conditions without any further act, instrument, deed, matter or thing being made, done or executed. Amalgamated Company shall continue to pay rent or lease or license fee as provided for in such agreements, and Amalgamated Company and the relevant landlords, owners and lessors shall continue to comply with the terms, conditions and covenants there-under. Without limiting the generality of the foregoing, Amalgamated Company shall also be entitled to refund of security deposits paid under such agreements by Amalgamating Company. All the rights, title, interest and claims of Amalgamating Company in any leasehold properties of Amalgamating Company shall, pursuant to Sections 230 to 232 of the 2013 Act, without any further act or deed, be vested in or be deemed to have been vested in Amalgamated

Company.

- 4.6. All the Liabilities of Amalgamating Company as on the Appointed Date shall also stand transferred to and vested in or be deemed to have been transferred to and vested in the Amalgamated Company on a going concern basis, without any further act or deed pursuant to Section 232(3) of the 2013 Act, so as to become the Liabilities of the Amalgamated Company on the same terms and conditions as were applicable to Amalgamating Company.
- 4.7. Where any of the Liabilities and obligations of Amalgamating Company as on the Appointed Date deemed to be transferred to the Amalgamated Company have been discharged by Amalgamating Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Amalgamated Company.
- 4.8. Loans, advances and other obligations (including any arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future immediately before the Effective Date become due or remain outstanding between the Amalgamating Company and the Amalgamated Company shall, under the provisions of Sections 230 and 232 of the 2013 Act, without any further act, instrument, deed, cost or charge, stand cancelled and be deemed to have been discharged by such cancellation and consequently, there shall remain no inter-se liability between them as of Effective Date and the corresponding appropriate effect shall be given in the books of accounts and records of the Amalgamated Company.
- 4.9. The transfer and vesting of the assets shall be subject to the Encumbrance, if any affecting the same as hereinafter provided:
 - (a) Upon the coming into effect of this Scheme and with effect from the Appointed Date, all Encumbrance which are in the nature of the fixed charge and relate to specific fixed assets existing prior to the Effective Date over the fixed assets of the Amalgamating Company or the Amalgamated Company which secure or relate to the Liabilities shall, without any further act, instrument, deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, continue to relate and attach to such specific fixed assets or any part thereof to which they were related or attached prior to the Effective Date even where transferred under the Scheme to the Amalgamated Company. All Encumbrance which are in the nature of floating charge and relate generally over all current assets existing prior to the Effective Date over the current assets of the Amalgamating Company or the Amalgamated Company (as the case may be) shall, however, extend to and shared by all the working capital lenders of the Amalgamated Company on the Scheme becoming effective. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of this Clause.
 - (b) Any reference in any security documents or arrangements (to which the Amalgamating Company is a party) to the Amalgamating Company, as the case may be and its assets and properties, shall be construed as a reference to the Amalgamated Company and the assets and properties of the Amalgamating Company transferred to the Amalgamated Company pursuant to this Scheme.
 - (c) Without prejudice to the foregoing provisions, Amalgamated Company may execute

any instruments or documents or do all such acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies to give formal effect to the above provisions, if required.

- 4.10. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of Amalgamating Company after the Effective Date shall be accepted by the bankers of the Amalgamated Company and credited to the account of the Amalgamated Company, if presented by the Amalgamated Company. Similarly, the banker of the Amalgamated Company shall honour all cheques issued by Amalgamating Company respectively, presented for payment after the Effective Date. If required, Amalgamating Company shall allow maintaining of bank accounts in its name by the Amalgamated Company for such time as may be determined to be necessary by Amalgamating Company and the Amalgamated Company for presentation and deposition of cheques and pay orders that have been issued in the name of Amalgamating Company.
- 4.11. All necessary records, files, papers, technical and process information, all product and service pricing, costing, commercial and business related information, computer program, drawings and designs, procedure and other manuals, training materials, prospect lists, data, catalogues, quotations, sales and advertising materials, financing and serving related forms, lists and all details of present and former customers and suppliers, customer credit information, customer pricing information and other records whether in physical or electronic form of the Amalgamating Company shall be transferred to and handed over to the Amalgamated Company.
- 4.12. All statutory rights and obligations pertaining to Amalgamating Company would vest in/accrue to Amalgamated Company. Hence, obligation pertaining to Amalgamating Company, prior to the Effective Date, to issue or receive any statutory declaration or any other forms by whatever name called, under Goods and Service Tax Acts, Income Tax Act or any other act for the time being in force, would be deemed to have been fulfilled if they are issued or received by Amalgamated Company and if any form relatable to the period prior to the said Effective Date is received in the name of Amalgamating Company, it would be deemed to have been received by Amalgamated Company in fulfilment of their obligations.

5. LEGAL PROCEEDINGS

- 5.1. All Legal Proceedings of whatsoever nature (legal, taxation and others, including any suits, appeals, arbitrations, execution proceedings, revisions, writ petitions, if any) by or against the Amalgamating Company, as on the Appointed Date, shall not abate, be discontinued or be in any way prejudicially affected by reason of the Amalgamation or anything contained in this Scheme but the said proceedings, shall, till the Effective Date be continued, prosecuted and enforced by or against the Amalgamating Company, as if this Scheme had not been made.
- 5.2. Upon the coming into effect of this Scheme, all suits, actions, and other proceedings including legal and taxation proceedings, (including before any statutory or quasi-judicial authority or tribunal) by or against the Amalgamating Company, whether pending and/or arising on or before the Effective Date shall be continued and / or enforced by or against the

Amalgamated Company as effectually and in the same manner and to the same extent as if the same had been instituted and/or pending and/or arising by or against the Amalgamated Company.

- 5.3. The Amalgamated Company undertakes to have all suits, claims, actions and Legal Proceedings initiated by or against the Amalgamating Company transferred to its name and to have the same continued, prosecuted, enforced and defended by or against the Amalgamated Company.
- 5.4. On and from the Effective Date, the Amalgamated Company shall have a right, if required, to initiate any Legal Proceedings in relation to any transactions entered into by the Amalgamating Company in the same manner and to the same extent as would or might have been initiated by the Amalgamating Company.

6. CONTRACTS, LICENSES, APPROVALS AND PERMITS

- 6.1. Upon the coming into effect of the Scheme, and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, incentives, arrangements and other instruments of whatsoever nature to which the Amalgamating Company is a party or to the benefit of which the Amalgamating Company may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue to be in full force and effect on or against or in favour, as the case may be, of the Amalgamated Company and may be enforced as fully and effectually as if, instead of the Amalgamating Company, the Amalgamated Company had been a party or beneficiary or obligee thereto or thereunder. All such property and rights shall stand vested in Amalgamated Company pursuant to Sections 230 to 232 of the 2013 Act and shall be deemed to have become the property and rights of Amalgamated Company whether the same is implemented by endorsement or delivery and possession or in any other manner.
- 6.2. Any inter-se contracts between the Amalgamated Company and the Amalgamating Company respectively shall stand cancelled and cease to operate upon this part of the Scheme becoming effective.
- 6.3. All guarantees provided by any bank in relation to the Amalgamating Company outstanding as on the Effective Date, shall vest in the Amalgamated Company and shall enure to the benefit of the Amalgamated Company and all guarantees issued by the bankers of the Amalgamating Company at their request favouring any third party shall be deemed to have been issued at the request of the Amalgamated Company and continue in favour of such third party till its maturity or earlier termination.
- 6.4. Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Undertaking of the Amalgamating Company occurs by virtue of this Scheme itself, the Amalgamated Company may, at any time after the coming into effect of the Scheme, in accordance with the provisions, if so required under Applicable Laws or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or arrangements with any party to any contract or arrangement to which the Amalgamating Company is a party, or any writings as may be necessary, in order to give formal effect to the provisions of this Scheme. The Amalgamated Company shall, under the provisions of this Scheme, be deemed to be authorised to execute

any such writings on behalf of the Amalgamating Company and to carry out or perform all such formalities or compliances referred to above on the part of the Amalgamating Company to be carried out or performed.

- 6.5. Benefits of any and all corporate approvals as may have already been taken by the Amalgamating Company shall stand transferred to the Amalgamated Company and the said corporate approvals and compliances shall be deemed to have been taken/ complied with by the Amalgamated Company.
- 6.6. The Amalgamated Company shall, at any time after this Scheme becoming effective in accordance with the provisions hereof, if so required under any law or otherwise, do all such acts or things as may be necessary to transfer / obtain the approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licences and certificates which were held or enjoyed by the Amalgamating Company. For the avoidance of doubts, it is clarified that if the consent of any third party or Appropriate Authority, if any, is required to give effect to the provisions of this clause, the said third party or Appropriate Authority shall make and duly record the necessary substitution / endorsement in the name of the Amalgamated Company pursuant to the Scheme becoming effective, and upon this Scheme becoming effective. The Amalgamated Company shall file appropriate applications / documents with the relevant authorities concerned for information and record purposes and the Amalgamated Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Amalgamating Company and to carry out or perform all such acts, formalities or compliances referred to above as may be required in this regard.
- 6.7. In relation to the above, any procedural requirements required to be fulfilled solely by Amalgamating Company (and not by its successors), shall be fulfilled by Amalgamated Company as if it is the duly constituted attorney of Amalgamating Company.

7. TREATMENT OF TAXES

- 7.1. All taxes (including income tax, advance tax, securities transaction tax, self-assessment tax, sales tax, service tax, goods and service tax, TDS, TCS, etc.) including interest, penalty, surcharge and cess, if any paid or payable by or refundable to Amalgamating Company, in respect of the operations and / or the profits of the Amalgamating Company before the Appointed Date, shall be on account of Amalgamating Company, and insofar as it relates to the tax payment (including, without limitation, sales tax, income tax, goods and services tax etc.), whether by way of deduction or collection at source, advance tax or otherwise howsoever, by Amalgamating Company after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Amalgamated Company, and shall, in all proceedings, be dealt with accordingly.
- 7.2. Without prejudice to the generality of the foregoing, on and from the Appointed Date, if any certificate for tax deducted or collected at source or any other tax credit certificate relating to the Amalgamating Company is received in the name of Amalgamating Company respectively, or tax credit relating to the Amalgamating Company is appearing in Form 26AS of the Amalgamating Company, it shall be deemed to have been received by and in the name of the Amalgamated Company which alone shall be entitled to claim credit for such tax deducted or paid.

- 7.3. Upon the Scheme becoming effective, the Amalgamated Company is expressly permitted to revise its financial statements and returns along with prescribed forms, filings and annexures under the Income Tax Act and to claim refunds and/or credit for taxes paid (including, TDS, etc.) and for matters incidental thereto, if required, to give effect to the provisions of the Scheme.
- 7.4. Any tax incentives, subsidies, special status, benefits, advantages, privileges, exemptions, credits, tax holidays, remissions, reductions, rebates, etc. which would have been available to the Amalgamating Company, shall be available to the Amalgamated Company, pursuant to this Scheme becoming effective and following the Effective Date, the Amalgamated Company shall be entitled to initiate, raise, add or modify any claims in relation to such taxes. The Amalgamated Company shall be entitled to claim refunds or credits, input tax credits, including input tax credits under the provisions of the applicable goods and services act(s), CENVAT credit, etc., with respect to taxes paid by, for, or on behalf of, the Amalgamating Company under the tax laws whether or not arising due to any inter se transaction, even if the prescribed time limits for claiming such refunds or credits have lapsed.
- 7.5. All inter-se transactions amongst the Amalgamating Company and the Amalgamated Company between the Appointed Date and the Effective Date shall be considered as transactions from the Amalgamated Company to itself subject to the other provisions of this Scheme. Any tax deducted at source by the Amalgamating Company/ Amalgamated Company on inter-se transactions between the Amalgamating Company and the Amalgamated Company between the Appointed Date and the Effective Date shall be deemed to be advance tax paid or tax deposited by the Amalgamated Company and shall, in all proceedings, be dealt with accordingly in the hands of the Amalgamated Company. The Amalgamated Company shall be accordingly entitled to claim refund of tax paid, if any, on these inter-se transactions. Further, for the avoidance of doubt, input tax credits already availed of or utilized by the Amalgamating Company and the Amalgamated Company in respect of inter-se transactions of supply or receipt of goods and services between the Appointed Date and the Effective Date shall not be adversely impacted by this Scheme.
- 7.6. Upon the coming into effect of this Scheme and as per the provisions of the Income Tax Act, all accumulated losses and unabsorbed depreciation, if any, of the Amalgamating Company, as on & up to the Appointed Date, shall be transferred to the Amalgamated Company. It is expressly clarified that all the accumulated losses and unabsorbed depreciation as are transferred, shall be eligible to be carried forward and set off in the hands of the Amalgamated Company.

8. EMPLOYEES

- 8.1. Upon the coming into effect of this Scheme, all employees, as on the Effective Date, who are on the payrolls of the Amalgamating Company shall become employees of the Amalgamated Company with effect from the Effective Date, on such terms and conditions as are no less favourable than those on which they are currently engaged by the Amalgamating Company, without any interruption of service as a result of this Amalgamation and transfer.

- 8.2. The Amalgamated Company undertakes that for the purpose of payment of any retrenchment compensation and other terminal benefits including gratuity to the employees of the Amalgamating Company, the past services of such employees with the Amalgamating Company or their predecessors shall also be taken into account and it shall pay the same accordingly, as and when such amounts are due and payable.
- 8.3. Upon the Scheme becoming effective, the Amalgamating Company will transfer/handover to Amalgamated Company, copies of employment information of all such transferred employees of Amalgamating Company, including but not limited to, personnel files (including hiring documents, existing employment contracts, and documents reflecting changes in an employee's position, compensation, or benefits), payroll records, medical documents (including documents relating to past or ongoing leaves of absence, on the job injuries or illness, or fitness for work examinations), disciplinary records, supervisory files and all forms, notifications, orders and contribution/identity cards issued by the concerned authorities relating to benefits transferred pursuant to this sub-clause.
- 8.4. The existing provident fund, employee state insurance contribution, superannuation and gratuity fund, staff welfare scheme, employee stock option plan, incentives, if any, of which the aforesaid employees of Amalgamating Company, are members or beneficiaries, along with all accumulated contributions therein till the Effective Date, shall, with the approval of the concerned authorities, be transferred to and continued without any break, to be administered by the Amalgamated Company for the benefit of such employees on the same terms and conditions. All benefits and schemes being provided to the transferred employees will be treated as having been continuous and uninterrupted for the purpose of the aforesaid schemes. Accordingly, the provident fund, employee state insurance contribution, superannuation fund and gratuity fund, staff welfare scheme, employee stock option plan dues, if any, of the said employees of Amalgamating Company, would be continued to be deposited in the transferred provident fund, employee state insurance contribution, superannuation fund and gratuity fund, staff welfare scheme, employee stock option plan account by the Amalgamated Company.
- 8.5. The contributions made by Amalgamating Company in respect of their employees under Applicable Laws, to the provident fund, gratuity fund, leave encashment fund and any other special scheme or benefits created, for the period after the Appointed Date shall be deemed to be contributions made by Amalgamated Company.
- 8.6. The Amalgamated Company shall continue to abide by any agreement(s)/ settlement(s) entered into by the Amalgamating Company with any of their employees prior to Appointed Date and from Appointed Date till the Effective Date.

9. SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of the Scheme, the transfer and vesting of the Undertaking of the Amalgamating Company as per the provisions of the Scheme shall not affect any transactions or proceedings already concluded by the Amalgamating Company on or after the Appointed Date until the Effective Date, to the end and intent that the Amalgamated Company accepts and adopts all acts, deeds and things made, done and executed by the Amalgamating Company or their predecessors as acts, deeds and things made, done and executed by or on behalf of the Amalgamated Company.

10. CONDUCT OF BUSINESS

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

- (a) The Amalgamating Company shall carry on and be deemed to have carried on all business and activities and shall hold and stand possessed of and shall be deemed to hold and stand possessed of all its estates, assets, rights, title, interest, authorities, contracts, investments and strategic decisions for and on account of, and in trust for, the Amalgamated Company;
- (b) All obligations, Liabilities, duties and commitments, shall be undertaken and shall be deemed to have been undertaken by Amalgamating Company for and on account of and in trust for Amalgamated Company.
- (c) All profits and income accruing or arising to or losses and expenses arising, incurred or accruing to the Amalgamating Company, for the period commencing from the Appointed Date and up to and including the Effective Date, shall for all purposes be treated as and deemed to be the profits, income, losses or expenses, as the case may be, of the Amalgamated Company.
- (d) All the benefits (including deduction, if any) availed or Liabilities accrued under the Income Tax Act to the Amalgamating Company, for the period commencing from the Appointed Date and up to and including the Effective Date, shall for all purposes be treated as and deemed to be the benefit availed or Liabilities accrued by the Amalgamating Company on the behalf of and in trust of the Amalgamated Company.
- (e) Any of the rights, powers, authorities or privileges exercised by Amalgamating Company, shall be deemed to have been exercised by Amalgamating Company for and on behalf of, and in trust for and as an agent of Amalgamated Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by Amalgamating Company, shall be deemed to have been undertaken for and on behalf of and as an agent of Amalgamated Company;
- (f) Amalgamating Company shall not without the concurrence of Amalgamated Company alienate, charge or otherwise deal with any of its assets except in the ordinary course of its business.

11. CANCELLATION AND NO ISSUE OF SHARES

- 11.1. As the entire paid up share capital of Amalgamating Company is held by Amalgamated Company along with its nominee(s), it is expressly understood that, upon this Scheme becoming effective, there will be no issue and allotment of any securities by Amalgamated Company in respect of Amalgamation. Consequently, the investment of Amalgamated Company in entire paid-up share capital of the Amalgamating Company shall stand cancelled in the books of Amalgamated Company, pursuant to Amalgamation.
- 11.2. The shares or the share certificates of Amalgamating Company, in relation to the shares held by its members, i.e., Amalgamated Company and its nominee(s), shall without any

further application, act, instrument or deed be deemed to have been automatically cancelled and be of no effect on and from the Effective Date.

12. ACCOUNTING TREATMENT

12.1 Upon the Scheme becoming effective, the Amalgamated Company shall account for Amalgamation in its books of account in accordance with 'Pooling of Interest Method' mentioned in Appendix C to IND AS 103 - "Business Combination" and such other IND AS as may be applicable or prescribed under the 2013 Act, in the following manner:

- (a) Upon coming into effect of this Scheme and with effect from the Appointed Date, the Amalgamated Company shall record the assets, Liabilities and reserves of the Amalgamating Company, as on Appointed Date, at their respective carrying values. No adjustment shall be made to reflect the fair values or recognise any new assets or Liabilities.
- (b) The identity of the reserves of Amalgamating Company shall be preserved and shall appear in the financial statements of the Amalgamated Company in the same form, in which they appeared in the financial statements of the Amalgamating Company.
- (c) The carrying value of investments in the financial statements of the Amalgamated Company in the equity share capital of the Amalgamating Company shall stand cancelled pursuant to the Scheme becoming effective and there shall be no further obligation in that behalf.
- (d) The amount of difference between, cancellation of the investments held by Amalgamated Company in equity share capital of the Amalgamating Company and the carrying value of net assets (including the reserves), would be adjusted against retained earnings available in the books of Amalgamated Company (if debit) or would be recorded as capital reserve (if credit) and should be presented separately from other capital reserves.
- (e) Upon coming into effect of this Scheme, to the extent there are inter-corporate loans / advances, deposits balances or other obligations, if any, as between Amalgamated Company and the Amalgamating Company, the obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of accounts and records of the Amalgamated Company for the reduction of any assets or Liabilities, as the case may be.
- (f) In case of any difference in accounting policies between the Amalgamated Company and the Amalgamating Company, the impact of the same will be quantified and the same shall be appropriately adjusted in the reserves of the Amalgamated Company to reflect the true financial position on the basis of consistent accounting policies.
- (g) It is clarified that the separate financial statements of the Amalgamated Company shall be restated (including comparative period presented in the financial statements) from the beginning of the preceding period.

12.2 The costs and expenses relating to the Scheme shall be accounted for in the Profit & Loss

Account of Amalgamated Company.

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

13. DISSOLUTION

Pursuant to the Scheme becoming effective, the Amalgamating Company, without any further act, instrument or deed, shall stand dissolved without being wound-up, with effect from Appointed Date.

14. COMPLIANCE WITH SECTION 2(1B) OF THE INCOME TAX ACT, 1961

The provision of Part III of this Scheme as they relate to the Amalgamation comply with the conditions relating to “amalgamation” as defined and specified under Section 2(1B) of the Income Tax Act. If any terms or provisions or part of Part III of this Scheme are found or interpreted to be inconsistent with the provisions of Section 2(1B) of the Income Tax Act, at a later date including resulting from an amendment of law or for any other reason whatsoever, till the time the Scheme becomes effective, the provisions of Section 2(1B) of the Income Tax Act shall prevail and the Scheme shall stand modified to the extent necessary to comply with Section 2(1B) of the Income Tax Act and such modifications shall not affect other parts of the Scheme.

15. COMPLIANCE WITH SEBI REGULATIONS

- 15.1 Since the present Scheme solely provides for amalgamation of the wholly owned subsidiary with its parent company, no formal approval, is required from the Stock Exchanges or Securities and Exchange Board of India (“SEBI”) for the Scheme, in terms of provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, and SEBI Circular No. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023, as prevailing and applicable provisions, if any.
- 15.2 In terms of the SEBI Regulations, the present Scheme of Amalgamation is only required to be filed with BSE and NSE (the Stock Exchanges where the Amalgamated Company is listed) for the purpose of disclosure and dissemination on its website.
- 15.3 The Amalgamated Company will comply with the provisions of the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, SEBI Regulations, SEBI Circulars and other applicable provisions, if any, as prevailing, in connection with the Scheme and other connected matters.

16. REORGANIZATION AND COMBINATION OF THE AUTHORISED SHARE CAPITAL

- 16.1 Upon this Scheme becoming effective, in part or in whole, and as an integral part of the Scheme, the resultant authorised, issued, subscribed and paid up share capital of the

Amalgamating Company shall be reclassified/ reorganized such that each equity share of Rs 10 each of the Amalgamating Company is reclassified/ reorganized as 10 equity shares of Rs 1 each.

- 16.2 It is clarified that the approval of the shareholders of the Amalgamating Company to this Scheme shall be deemed to be their consent/ approval to the reclassification/ reorganization of the authorised share capital envisaged under Clause 16.1 above as required under Sections 13, 61 and other applicable provisions of the 2013 Act.
- 16.3 Upon this Scheme becoming effective and pursuant to the reclassification/ reorganization of the resultant authorised share capital of the Amalgamating Company as set out in this Scheme, the resultant authorised share capital of the Amalgamating Company shall stand transferred and be added with the authorised share capital of Amalgamated Company without any further act, instrument or deed pursuant to the provisions of Sections 13, 14, 61, 64 and Section 232 of the 2013 Act and no separate resolutions or consents and approvals would be required to be passed by the Amalgamated Company. The authorised share capital of Amalgamated Company will accordingly stand increased as a result of such merger of the authorized share capital and Clause V of the Memorandum of Association of the Amalgamated Company shall stand altered accordingly, without any further act or deed, upon the Scheme becoming effective. For this purpose, the fee paid on the authorised share capital of the Amalgamating Company shall be utilised and applied to the increased authorised share capital of the Amalgamated Company and Amalgamated Company shall pay the differential amount, if any, after adjustment of such set off.
- 16.4 Further, upon effectiveness of this Scheme, Clause V of the Memorandum of Association of the Amalgamated Company would be substituted and be read as follows:

Clause V of the Memorandum of Association:

“ V. The Authorised Share Capital of the Company is ₹ 35,10,00,000 (Indian Rupees Thirty Five Crores Ten Lakhs only) divided into 35,10,00,000 (Thirty Five Crores Ten Lakhs only) equity shares of ₹ 1 (Indian Rupee One only) each with power to classify or reclassify, increase and reduce the capital of the Company or to divide the shares in the capital for the time being into several classes and to attach thereto respectively any preferential, deferred, qualified or special rights, privileges or condition as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be for the time being provided by the Articles of Association of the Company and the legislative provisions for the time being in force.”

- 16.5 It is clarified that the authorised share capital of the Amalgamated Company shall stand increased and reorganised, as aforesaid, by operation of law, and without any further act or deed, consequent to transfer and vesting of all rights and powers of the Amalgamating Company in the Amalgamated Company and as an integral part of the Amalgamation herein under Sections 230 to 232 of the 2013 Act. In this regard, all other provisions of the 2013 Act, if and to the extent considered applicable, shall be deemed to have been complied with as an integral part of the amalgamation sanctioned herein under Sections 230 to 232 of the 2013 Act.

PART IV – GENERAL TERMS & CONDITIONS

17. APPLICATION

- 17.1. The Amalgamating Company shall make necessary application(s) pursuant to Sections 230 and 232 of the 2013 Act to the Hon'ble NCLT for sanction and carrying out of the Scheme and for consequent dissolution of the Amalgamating Company without winding up. The Amalgamated Company shall also make such or other appropriate applications, if and as may be required. The Companies shall also seek such other approvals and orders as may be necessary in law, if any, for bringing the Scheme into effect and be entitled to take such other steps and proceedings as may be necessary or expedient to give full and formal effect to the provisions of this Scheme.
- 17.2. It is clarified that the Companies shall be entitled, pending the sanction of the Scheme, to apply to any Appropriate Authority, if required, under any law for such consents and approvals which may be required.

18. VALIDITY OF EXISTING RESOLUTIONS, ETC

Upon the coming into effect of the Scheme and with effect from the Appointed Date, the resolutions of the Amalgamating Company as are considered necessary by the Board of the Directors of the Amalgamated Company which are validly subsisting be considered as resolutions of the Amalgamated Company. If any such resolutions have any monetary limits approved subject to the provisions of the 2013 Act or of any other applicable statutory provisions, then the said limit, as are considered necessary by the Board of the Directors of the Amalgamated Company, shall be added to the limits, if any, under the like resolutions passed by the Board of Directors of the Amalgamated Company.

19. DECLARATION OF DIVIDEND, BONUS AND OTHERS

- 19.1. During the pendency of the Scheme, the Companies, subject to clause 19.4 and clause 19.5 hereinafter, shall be entitled to declare and pay dividend, whether interim or final, to their respective shareholders in respect of the accounting period prior to the Effective Date.
- 19.2. The shareholders of the Companies shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective article of associations including the right to receive dividends.
- 19.3. For avoidance of doubt it is hereby clarified that nothing in this Scheme shall prevent Companies involved in the Scheme from issuing fully paid up bonus equity shares to its shareholders in accordance with Applicable Laws.
- 19.4. Amalgamating Company shall not utilise the profits or income, if any, for any purpose, which is not in the ordinary course of their business, in respect of the period falling on and after the date of approval of this Scheme by the Board of Directors, without the prior written consent of the Board of Directors of Amalgamated Company.
- 19.5. It is clarified that the aforesaid provisions in respect of declaration of dividend are enabling

provisions only and shall not be deemed to confer any right on the shareholders of the Companies to demand or claim any dividend which, subject to the provisions of the 2013 Act, as applicable, shall be entirely at the discretion of the Board of Directors of respective Companies, subject to such approval of the shareholders, as may be required.

20. MODIFICATIONS OR AMENDMENTS TO THE SCHEME

- 20.1. All Companies which are parties to this Scheme by their respective Board of Directors or their duly authorised representatives, may assent to any modifications / amendments to the Scheme or to any conditions or limitations that the Hon'ble NCLT and / or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of Directors or their duly authorised representatives) and/or effect any other modification or amendment under Applicable Laws jointly and mutually agreed in writing by the Board of Directors or their duly authorised representatives. All Companies which are parties to this Scheme by their respective Board of Directors or their duly authorised representatives be and are hereby authorized 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 in any matter concerned or connected therewith.
- 20.2. All Companies which are parties to this Scheme by their respective Board of Directors or their duly authorised representatives be and are hereby authorized to give such directions (acting jointly) as they may consider necessary to settle any question or difficulty arising under the Scheme or in regard to and of the meaning or interpretation of this Scheme or implementation hereof or in any matter whatsoever connected therewith, or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to exclude any of those (to the extent permissible under law).

21. WITHDRAWAL FROM THE SCHEME

- 21.1. Parties to the Scheme, acting through their respective Board of Directors or their duly authorised representatives, shall each be at liberty to withdraw from this Scheme prior to Effective Date, in case any condition or alteration imposed by any authority/person or otherwise is unacceptable to any of them.
- 21.2. In the event of withdrawal under clause 21.1 above, no rights and Liabilities whatsoever shall accrue to or be incurred inter se to the Companies or their respective shareholders or creditors or employees or any other person 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 Applicable Laws.
- 21.3. In the event of withdrawal under clause 21.1 above, the Companies shall take all necessary steps to withdraw this Scheme from the Hon'ble NCLT and any other authority and to make all necessary filings/applications as may be required to withdraw this Scheme.

22. CONDITIONALITY OF THE SCHEME

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

- 22.1. The Scheme being approved by the requisite majority of members and such other classes of persons, as may be applicable, pursuant to the provisions of Sections 230 to 232 of the 2013 Act.
- 22.2. The sanction of the Scheme by the Hon'ble NCLT under Sections 230 to 232 of the 2013 Act;
- 22.3. Certified copies of the order(s) of the Hon'ble NCLT sanctioning the Scheme being filed with the Registrar of Companies, by the respective Companies, as may be applicable.

23. WHEN THE SCHEME COMES INTO OPERATION

- 23.1. Amalgamated Company shall carry on and shall be authorized to carry on, with effect from the Appointed Date, the business of the Amalgamating Company. For the purposes of giving effect to the sanction of the Scheme by the Hon'ble NCLT, Amalgamated Company shall at any time pursuant to such order be entitled to get the recordal of change in the legal right(s) upon the Amalgamation of the Amalgamating Company, in accordance with the provisions of the Sections 230 to 232 and/or the other applicable provision of the 2013 Act, as case may be. Amalgamated Company is and shall always be deemed to have been authorized to execute any pleadings, applications, and forms as may be required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of the Scheme.
- 23.2. All Companies shall be entitled to, amongst others, file/ or revise its income tax returns/ computation of income after giving effect of Amalgamation, as applicable, TDS/TCS returns, service tax, goods and service tax, excise duty, sales tax, value added tax, entry tax, cess, professional tax or any other statutory returns, if required, credit for advance tax paid, self-assessment tax paid, tax deducted at source, tax collected at source, claim for sum prescribed under Section 43B of the Income Tax Act on payment basis either by Amalgamating Company or by Amalgamated Company after Appointed Date previously disallowed in the hands of Amalgamating Company under the Income Tax Act, credit of foreign taxes paid/ withheld, if any, pertaining to Amalgamating Company, as may be required consequent to implementation of this Scheme and where necessary to give effect to this Scheme, even if the prescribed time limits for filing or revising such returns have lapsed without incurring any liability on account of interest, penalty or any other sum. Amalgamated Company shall have the right to claim refunds, tax credits, set-offs and/or adjustments relating to the income or transactions entered into by them by virtue of this Scheme with effect from Appointed Date. The taxes or duties paid by, deduction and benefits claimed by, for, or on behalf of, Amalgamating Company relating to the period on or after Appointed Date, shall be deemed to be the taxes or duties paid by and deduction and benefit claimed by the Amalgamated Company and Amalgamated Company shall be entitled to claim credit or refund for such taxes or duties and deduction and benefit as available to the Amalgamating Company.
- 23.3. Any advance tax, self-assessment tax, minimum alternate tax and/or TDS credit/ TCS credit available or vested with Amalgamating Company, including any taxes paid and taxes deducted at source and deposited by Amalgamating Company on inter se transactions during the period between Appointed Date and the Effective Date, shall be treated as tax paid by

Amalgamated Company and shall be available to Amalgamated Company for set-off against its liability under the Income Tax Act and any excess tax so paid shall be eligible for refund together with interest. Further, TDS/TCS deposited, TDS/TCS certificates issued or TDS/TCS returns filed by Amalgamating Company on transactions other than inter se transactions during the period between Appointed Date and the Effective Date, as applicable, shall continue to hold good as if such TDS/TCS amounts were deposited, TDS/TCS certificates were issued and TDS/TCS returns were filed by Amalgamated Company respectively. Any TDS deducted / TCS collected by, or on behalf of Amalgamating Company on inter se transactions will be treated as tax deposited by Amalgamated Company.

- 23.4. Transfer and vesting of Undertaking of the Amalgamating Company, on going concern basis, in terms of Part III of the Scheme, is not a sale in the course of business.

24. SEVERABILITY

- 24.1. If any provision of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Board of Directors of the Companies which are parties to this Scheme, affect the validity or implementation of the other provisions and parts of this Scheme.
- 24.2. In the event of any inconsistency between any of the terms and conditions of any earlier arrangement amongst the Companies which are parties to this Scheme and their respective shareholders and/or creditors, and the terms and conditions of this Scheme, the latter shall have overriding effect and shall prevail.

25. COSTS, CHARGES, EXPENSES AND STAMP DUTY

- 25.1. In the event of the Scheme not being sanctioned by the Hon'ble NCLT, the Scheme shall become null and void and each party shall bear and pay its respective costs, charges and expenses for and/or in connection with the Scheme.
- 25.2. Subject to clause 25.1 above, all costs, charges, taxes including duties, 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 Amalgamated Company. Stamp duty and any other charges, if applicable pursuant to this Scheme shall be borne by the Amalgamated Company.



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF VEDANT FASHIONS LIMITED AT ITS MEETING HELD ON THURSDAY, THE 25TH DAY OF JANUARY 2024, AT ITS REGISTERED OFFICE SITUATED AT 19, CANAL SOUTH ROAD, PARIDHAN – THE GARMENT PARK, 4TH FLOOR, SDF-1, A501-A502, KOLKATA - 700015 (W.B.)

Approval of the draft Scheme of Amalgamation of Manyavar Creations Private Limited, wholly-owned subsidiary of the Company, with the Company

"RESOLVED THAT pursuant to the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Companies Act, 2013 ("Companies Act") read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and other rules made thereunder (including any statutory modification(s) or re-enactment(s) or amendment(s) thereof for the time being in force), Section 2(1B) read with any other applicable provisions of the Income Tax Act, 1961 (as amended) ("IT Act"), and other applicable laws, including regulations issued by Securities and Exchange Board of India ("SEBI") and the relevant provisions of Memorandum of Association and Articles of Association of the Company and other applicable laws, rules, regulations, bye-laws as the case may be, and subject to requisite approval of the members and/or the creditors, as applicable, of the Company, and necessary consents, observations, no-objections, permissions and approvals of the statutory or regulatory or governmental authorities and subject to the sanction of the Hon'ble National Company Law Tribunal(s), Kolkata Bench ("NCLT") and subject to all such conditions and modifications as may be prescribed or imposed by any of the aforesaid authorities while granting such approvals, observations, no-objections, permissions and sanctions, which may be agreed to by the Company, the consent of the Board of Directors of the Company ("Board"), be and is hereby accorded to the draft scheme of amalgamation of Manyavar Creations Private Limited ("MCPL" or "Amalgamating Company") into and with its parent entity Vedant Fashions Limited ("VFL" or "Amalgamated Company" or "Company"), (hereinafter referred to as "the Scheme") (a draft of which was tabled at this meeting and was duly initialed by the Company Secretary for the purpose of identification), as per which, effective from April 1, 2024 or such other date as the Hon'ble NCLT may decide/ approve ("Appointed Date"), the following shall take effect:

- a) amalgamation of the Amalgamating Company into and with the Company in accordance with Sections 230 to 232 of the Companies Act, Section 2(1B) and other provisions of the IT Act and other applicable laws;*
- b) all the assets and liabilities of the Amalgamating Company shall stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in the Company as a going concern, in the manner provided for in the Scheme, in accordance with Sections 230 to 232 of the Companies Act, the IT Act and other applicable laws;*



- c) *the entire paid-up share capital of the Amalgamating Company, including investment in the shares of Amalgamating Company as appearing in the books of accounts of the Company, shall stand cancelled in its entirety, which shall be effected as part of the Scheme and in the manner stipulated in Part III of the Scheme;*
- d) *reclassification/ reorganization of the authorized share capital of the Amalgamating Company and thereafter its transfer to the Company resulting into consequential increase in the authorized share capital of the Company as provided in Part III of the Scheme;*
- e) *the Amalgamating Company shall stand dissolved without being wound up;*
- f) *various other matters incidental, consequential or otherwise integrally connected therewith, pursuant to sections 230 to 232 and other relevant provisions of the Companies Act in the manner provided for in the Scheme.*

RESOLVED FURTHER THAT *the proposed amalgamation being between a wholly owned subsidiary into and with its parent holding company, there shall not be any issue of additional/ new or fresh shares to the shareholders of the Amalgamating Company nor shall any consideration be payable for the same and the entire share capital of the Company shall stand cancelled upon approval of the Scheme.*

RESOLVED FURTHER THAT *for the purposes of Section 230 and 232 of the Companies Act, the draft auditor's certificate to be issued by the statutory auditors of the Company, i.e. B S R & Co. LLP Chartered Accountants ("Auditor's Certificate"), certifying that the accounting treatment contained in the draft Scheme is in compliance with applicable Accounting Standards specified by the Central Government under Section 133 of the Companies Act and the rules made thereunder, as placed before the Board be and is hereby accepted and taken on record.*

RESOLVED FURTHER THAT *a draft report under Section 232(2)(c) of the Companies Act as placed before the Board at this meeting and duly initialed by the Company Secretary for the purposes of identification, explaining the effect of the proposed Scheme on each of the equity shareholders, promoter and non-promoter shareholders and key managerial personnel is hereby adopted and taken on record and the Chairman of the Board be and is hereby authorized to finalise and sign the same.*

RESOLVED FURTHER THAT *in the opinion of the Board, the draft Scheme will be of advantage and be beneficial to the Company, its shareholders and other stakeholders and the terms thereof are fair and reasonable and is not detrimental to the shareholders of the Company.*

RESOLVED FURTHER THAT *the Chairman & Managing Director, Chief Financial Officer and Company Secretary of the Company, be and are hereby authorized severally to make such modifications, amendments, alteration and changes in the Scheme as may be*



expedient, desirable or necessary for (i) filing the Scheme with the Hon'ble NCLT; or (ii) necessary for satisfying the requirements, limitations or conditions imposed by the Hon'ble NCLT or any other regulatory authority; or (iii) may be necessary for solving all difficulties that may arise for carrying out in the Scheme, provided that prior approval of the Board shall be obtained for making any material changes in the said Scheme as approved in the meeting.

RESOLVED FURTHER THAT *the Chairman & Managing Director, Chief Financial Officer and Company Secretary of the Company, be and are hereby severally authorized to take all the necessary actions and steps on behalf of the Company, inter alia, to:*

- a. file the company application(s) along with the affidavits (wherever required) before Hon'ble NCLT or such other competent authorities for seeking directions as to convening/dispensation of the meetings of the shareholders and/or creditors of the Company as may be considered necessary and other directions to give effect to the Scheme;*
- b. convene and conduct shareholders/ creditors meetings as may be directed by the Hon'ble NCLT;*
- c. appoint, or engage, or ratify the appointment/ engagement of any third-party intermediaries or any other advisor in connection with the transaction set out in the Scheme;*
- d. engage and instruct advocates and if considered necessary, also engage services of counsel(s), legal experts and other concerned authority(ies), to do all things necessary and expedient in connection with the Scheme including to declare and file all pleadings, reports, and sign and issue public advertisements and notices;*
- e. finalize and bring into effect the Scheme and make and give effect to any modifications, amendments, alterations, or revisions in the Scheme from time to time pursuant to any change in law or otherwise, including suspend, withdraw, transfer or revive the Scheme as may be specified by any statutory authority;*
- f. suo moto decide in their absolute discretion in consultation with the legal counsel(s) and do all such acts, deeds, matters and things whatsoever including settling any question, doubt or difficulty that may arise with regard to or in relation to the Scheme, in their absolute discretion consider necessary, expedient, fit and proper; provided that no alteration, modification or amendment which amounts to a material change to the substance of the Scheme shall be made except with the prior approval of the Board;*
- g. make such alterations or modifications or amendments to the Scheme as may be expedient or necessary particularly to comply with any requirements, conditions or limitations, the Hon'ble NCLT or any other statutory authority(ies) may deem fit to direct or impose or for any other reason;*



- h. to sign and give consent, in any manner, as creditor of Manyavar Creations Private Limited, if applicable, to the Scheme including dispensation with the requirement of holding of meetings of the creditors of Manyavar Creations Private Limited for the purpose of considering and approving the Scheme;*
- i. file petitions for confirmation and sanctioning of the Scheme by the Hon 'ble NCLT or such other competent authority(ies);*
- j. for the above purpose file all pleadings, reports, and sign and issue advertisements and notices;*
- k. do all acts and things as may be considered necessary and expedient in relation thereto and for that purpose to engage any counsel(s) and sign authorization(s)/ vakalatnama(s), in their favour as may be required;*
- l. obtain approval from and/or represent before Registrar of Companies, Ministry of Corporate Affairs, Regional Director, Income Tax authorities and such other statutory authority(ies) and other governmental body(ies), including the shareholders and/or creditors as may be considered necessary;*
- m. produce all documents, matters or other evidence in connection with the matters aforesaid and any other proceedings incidental thereto or arising therefrom;*
- n. sign all the papers, documents, writings, applications, petitions, affidavits, representations, pleadings, public advertisements, notices, reports, e-forms to be filed with the Registrar of Companies, during the process etc., which are required to be signed, executed, delivered for carrying into effect the said Scheme in all respects whatsoever and/or for obtaining directions including but not limited to from the Hon'ble NCLT and for this purpose, to appear in person and/or represent the Company before the Hon'ble NCLT or any other judicial forums/authority and to deliver a certified copy of this resolution to any concerned party or authorities and for this purpose, to appear in person and/or represent the Company before the Hon'ble NCLT or any other judicial forums/authority;*
- o. sign and execute the request letters/ no objection/ sanction letters for obtaining the necessary no objection/ sanction letters for dispensation of the meeting(s) of the shareholders and/or creditors of the Company for approving the Scheme and thereafter submitting the same on receipt thereof to the Hon 'ble NCLT or any other appropriate authority, as may be required;*
- p. settle any questions or doubts or any difficulties that may arise with regard to the Scheme, including passing of accounting entries and/or making such other adjustments in the books of account as are considered necessary to give effect to the Scheme and this resolution;*



- q. *accept services of notices or other processes which may from time to time be issued in connection with the matter aforesaid and also to serve any such notices or other processes to parties or persons concerned;*
- r. *incur such expenses as may be necessary in relation to the above or the transaction;*
- s. *take all procedural steps for having the Scheme sanctioned by the Hon'ble NCLT including, without limitation, filing necessary applications, petitions and signing, verifying and affirming all applications, affidavits and petitions as may be necessary;*
- t. *to make such disclosures to / filings with to the governmental or regulatory authorities as may be required for the purpose;*
- u. *to affix the common seal, if required, of the Company in accordance with the provisions of the Articles of Association of the Company on any document executed or furnished by the Company in connection with or incidental to the Scheme and to send, if required, the common seal of the Company to other places, if so required, to facilitate the execution of such documents in connection with or incidental to the Scheme;*
- v. *to file application for stamp duty adjudication, if applicable;*
- w. *to nominate and/ or authorize from time to time any person to carry out for the above purpose, and*
- x. *take all the steps necessary or incidental and considered appropriate with regard to the above applications and petitions and implementation of the orders passed thereon and generally for putting through the Scheme and completing the same.*

RESOLVED FURTHER THAT *the Company, being a holding company of Manyavar Creations Private Limited, the consent of the Board be and is hereby given to the Scheme and for Manyavar Creations Private Limited seeking dispensation with the requirement of holding of meeting of the equity shareholders of Manyavar Creations Private Limited before the NCLT under the provisions of Section 230 to 232 and other relevant provisions of the Companies Act as may be applicable (and any modifications, amendments and re-enactments thereof) and making any change(s) in Scheme as may be required or approved by the shareholders and/ or creditors and/ or any authority and/or the NCLT while granting their consent/ approval to the Scheme and/or which may be desired by/acceptable to the Boards of the respective companies.*

RESOLVED FURTHER THAT *the Chairman & Managing Director, Chief Financial Officer and Company Secretary of the Company be is hereby severally authorised, for and on the behalf of the Company, to sign and give consent, in any manner, as equity shareholders of Manyavar Creations Private Limited, to Scheme and for dispensation with the requirement of holding of meeting of the equity shareholders of Manyavar Creations Private Limited for the purpose of considering and approving the Scheme and making any change(s) in the Scheme as*



may be required or approved by the shareholders and/ or creditors and/ or any authority and/or the National Company Law Tribunal, as applicable, while granting their consent/ approvals to the Scheme and which may be desired by/acceptable to the Boards of the respective companies.

RESOLVED FURTHER THAT *the Chairman & Managing Director, Chief Financial Officer and Company Secretary of the Company, be and are hereby severally authorized to do all such acts, matters, deeds and things necessary or desirable in connection with or incidental to giving effect to the above resolutions for and on behalf of the Company, including execution and delivery of certified copies of the resolutions passed at this meeting."*

For VEDANT FASHIONS LIMITED

Name: Navin Pareek
Designation: Company Secretary

Date: 9th February, 2024

Place: Kolkata

Manyavar Creations Pvt Ltd

Unit No. 5, Part C, Block A, Srijan Industrial Logistics Park,

1st Floor, NH-6, Bombay Road, Howrah 711302

CIN: U17299WB2017PTC219874 | Contact: 033 2669 0171 | Email ID: navin.pareek@manyavar.com

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF MANYAVAR CREATIONS PRIVATE LIMITED AT ITS MEETING HELD ON THURSDAY, THE 25TH DAY OF JANUARY 2024 AT “THE VEDIC VILLAGE”, SHIKHARPUR, P.O. BAGU, RAJARHAT, LANDMARK-LAUHATI, KOLKATA – 700135 (W.B.)

"RESOLVED THAT pursuant to the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Companies Act, 2013 ("**Companies Act**") read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and other rules made thereunder (including any statutory modification(s) or re-enactment(s) or amendment(s) thereof for the time being in force), Section 2(1B) read with any other applicable provisions of the Income Tax Act, 1961 (as amended) ("**IT Act**"), and the relevant provisions of Memorandum of Association and Articles of Association of the Company and other applicable laws, rules, regulations, bye-laws as the case may be, and subject to requisite approval of the members and/or the creditors, as applicable, of the Company, and necessary consents, observations, no-objections, permissions and approvals of the statutory or regulatory or governmental authorities and subject to the sanction of the Hon'ble National Company Law Tribunal(s), Kolkata Bench ("**NCLT**") and subject to all such conditions and modifications as may be prescribed or imposed by any of the aforesaid authorities while granting such approvals, observations, no-objections, permissions and sanctions, which may be agreed to by the Company, the consent of the Board of Directors of the Company ("**Board**"), be and is hereby accorded to the draft scheme of amalgamation of Manyavar Creations Private Limited ("**MCPL**" or "**Amalgamating Company**" or "**Company**") into and with its parent entity Vedant Fashions Limited ("**VFL**" or "**Amalgamated Company**"), (hereinafter referred to as "**the Scheme**") (a draft of which was tabled at this meeting and was duly initialed by the Company Secretary for the purpose of identification), as per which, effective from April 1, 2024 or such other date as the Hon'ble NCLT may decide/ approve ("**Appointed Date**"), the following shall take effect:

- a) amalgamation of the Company into and with the Amalgamated Company in accordance with Sections 230 to 232 of the Companies Act, Section 2(1B) and other provisions of the IT Act and other applicable laws;
- b) all the assets and liabilities of the Company shall stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in the Amalgamated Company as a going concern, in the manner provided for in the Scheme, in accordance with Sections 230 to 232 of the Companies Act, the IT Act and other applicable laws;
- c) the entire paid-up share capital of the Company, appearing in the books of accounts of the Company shall stand cancelled in its entirety, which shall be effected as part of the Scheme and in the manner stipulated in Part III of the Scheme;

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- d) *reclassification/ reorganization of the authorized share capital of the Company and thereafter its transfer to the Amalgamated Company resulting into consequential increase in the authorized share capital of the Amalgamated Company as provided in Part III of the Scheme;*
- e) *the Company shall stand dissolved without being wound up;*
- f) *various other matters incidental, consequential or otherwise integrally connected therewith, pursuant to sections 230 to 232 and other relevant provisions of the Companies Act in the manner provided for in the Scheme.*

RESOLVED FURTHER THAT *the proposed amalgamation being between a wholly owned subsidiary into and with its parent holding company, there shall not be any issue of additional/ new or fresh shares to the shareholders of the Company nor shall any consideration be payable for the same and the entire share capital of the Company shall stand cancelled upon approval of the Scheme.*

RESOLVED FURTHER THAT *a draft report under Section 232(2)(c) of the Companies Act as placed before the Board at this meeting and duly initialed by the Company Secretary for the purposes of identification, explaining the effect of the proposed Scheme on each of the equity shareholders, and key managerial personnel is hereby adopted and taken on record and the Chairman of the Board be and is hereby authorized to finalise and sign the same.*

RESOLVED FURTHER THAT *in the opinion of the Board, the draft Scheme will be of advantage and be beneficial to the Company, its shareholders and other stakeholders and the terms thereof are fair and reasonable and is not detrimental to the shareholders of the Company.*

RESOLVED FURTHER THAT *any of the Directors of the Company, and Company Secretary of the Company, be and are hereby authorized severally to make such modifications, amendments, alteration and changes in the Scheme as may be expedient, desirable or necessary for (i) filing the Scheme with the Hon'ble NCLT; or (ii) necessary for satisfying the requirements, limitations or conditions imposed by the Hon'ble NCLT or any other regulatory authority; or (iii) may be necessary for solving all difficulties that may arise for carrying out in the Scheme, provided that prior approval of the Board shall be obtained for making any material changes in the said Scheme as approved in the meeting.*

RESOLVED FURTHER THAT *any of the Directors of the Company, and Company Secretary of the Company, be and are hereby severally authorized to take all the necessary actions and steps on behalf of the Company, inter alia, to:*

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- a. *file the company application(s) along with the affidavits (wherever required) before Hon'ble NCLT or such other competent authorities for seeking directions as to convening/dispensation of the meetings of the shareholders and/or creditors of the Company as may be considered necessary and other directions to give effect to the Scheme;*
- b. *convene and conduct shareholders/ creditors meetings as may be directed by the Hon'ble NCLT;*
- c. *appoint, or engage, or ratify the appointment/ engagement of any third-party intermediaries, or any other advisor in connection with the transaction set out in the Scheme;*
- d. *engage and instruct advocates and if considered necessary, also engage services of counsel(s), legal experts and other concerned authority(ies), to do all things necessary and expedient in connection with the Scheme including to declare and file all pleadings, reports, and sign and issue public advertisements and notices;*
- e. *finalize and bring into effect the Scheme and make and give effect to any modifications, amendments, alterations, or revisions in the Scheme from time to time pursuant to any change in law or otherwise, including suspend, withdraw, transfer or revive the Scheme as may be specified by any statutory authority;*
- f. *suo moto decide in their absolute discretion in consultation with the legal counsel(s) and do all such acts, deeds, matters and things whatsoever including settling any question, doubt or difficulty that may arise with regard to or in relation to the Scheme, in their absolute discretion consider necessary, expedient, fit and proper; provided that no alteration, modification or amendment which amounts to a material change to the substance of the Scheme shall be made except with the prior approval of the Board;*
- g. *make such alterations or modifications or amendments to the Scheme as may be expedient or necessary particularly to comply with any requirements, conditions or limitations, the Hon'ble NCLT or any other statutory authority(ies) may deem fit to direct or impose or for any other reason;*
- h. *file petitions for confirmation and sanctioning of the Scheme by the Hon'ble NCLT or such other competent authority(ies);*
- i. *for the above purpose file all pleadings, reports, and sign and issue advertisements and notices;*

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- j. do all acts and things as may be considered necessary and expedient in relation thereto and for that purpose to engage any counsel(s) and sign authorization(s)/ vakalatnama(s), in their favour as may be required;*
- k. obtain approval from and/or represent before Registrar of Companies, Ministry of Corporate Affairs, Regional Director, Income Tax authorities and such other statutory authority(ies) and other governmental body(ies), including the shareholders and/or creditors as may be considered necessary;*
- l. produce all documents, matters or other evidence in connection with the matters aforesaid and any other proceedings incidental thereto or arising therefrom;*
- m. sign all the papers, documents, writings, applications, petitions, affidavits, representations, pleadings, public advertisements, notices, reports, e-forms to be filed with the Registrar of Companies, during the process etc., which are required to be signed, executed, delivered for carrying into effect the said Scheme in all respects whatsoever and/or for obtaining directions including but not limited to from the Hon'ble NCLT and for this purpose, to appear in person and/or represent the Company before the Hon'ble NCLT or any other judicial forums/authority and to deliver a certified copy of this resolution to any concerned party or authorities and for this purpose, to appear in person and/or represent the Company before the Hon'ble NCLT or any other judicial forums/authority;*
- n. sign and execute the request letters/ no objection/ sanction letters for obtaining the necessary no objection/ sanction letters for dispensation of the meeting(s) of the shareholders and/or creditors of the Company for approving the Scheme and thereafter submitting the same on receipt thereof to the Hon'ble NCLT or any other appropriate authority, as may be required;*
- o. settle any questions or doubts or any difficulties that may arise with regard to the Scheme, including passing of accounting entries and/or making such other adjustments in the books of account as are considered necessary to give effect to the Scheme and this resolution;*
- p. accept services of notices or other processes which may from time to time be issued in connection with the matter aforesaid and also to serve any such notices or other processes to parties or persons concerned;*
- q. incur such expenses as may be necessary in relation to the above or the transaction;*
- r. take all procedural steps for having the Scheme sanctioned by the Hon'ble NCLT including, without limitation, filing necessary applications, petitions and signing, verifying and affirming all applications, affidavits and petitions as may be necessary;*

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- s. *to make such disclosures to / filings with to the governmental or regulatory authorities as may be required for the purpose;*
- t. *to affix the common seal, if required, of the Company in accordance with the provisions of the Articles of Association of the Company on any document executed or furnished by the Company in connection with or incidental to the Scheme and to send, if required, the common seal of the Company to other places, if so required, to facilitate the execution of such documents in connection with or incidental to the Scheme;*
- u. *to file application for stamp duty adjudication, if applicable;*
- v. *to nominate and/ or authorize from time to time any person to carry out for the above purpose, and*
- w. *take all the steps necessary or incidental and considered appropriate with regard to the above applications and petitions and implementation of the orders passed thereon and generally for putting through the Scheme and completing the same.*

RESOLVED FURTHER THAT *any of the Directors of the Company, and Company Secretary of the Company, be and are hereby severally authorized to do all such acts, matters, deeds and things necessary or desirable in connection with or incidental to giving effect to the above resolutions for and on behalf of the Company, including execution and delivery of certified copies of the resolutions passed at this meeting."*

CERTIFIED TO BE TRUE COPY

For MANYAVAR CREATIONS PRIVATE LIMITED

Name: Navin Pareek

Designation: Company Secretary

Date: 9th February, 2024

Place: Kolkata