

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION COMPANY  
COMPANY SCHEME PETITION NO. 720 OF 2015  
CONNECTED WITH  
COMPANY SUMMONS FOR DIRECTION NO. 399 OF 2015

Pudumjee Pulp & Paper Mills Limited

... Petitioner Company/Transferor Company

AND

COMPANY SCHEME PETITION NO. 721 OF 2015  
CONNECTED WITH  
COMPANY SUMMONS FOR DIRECTION NO. 400 OF 2015

Pudumjee Industries Limited

... Petitioner Company/Transferee Company

AND

COMPANY SCHEME PETITION NO. 722 OF 2015  
CONNECTED WITH  
COMPANY SUMMONS FOR DIRECTION NO. 401 OF 2015

Pudumjee Hygiene Products Limited

... Petitioner Company/Transferee Company

AND

COMPANY SCHEME PETITION NO. 723 OF 2015  
CONNECTED WITH  
COMPANY SUMMONS FOR DIRECTION NO. 402 OF 2015

Pudumjee Paper Products Limited

... Petitioner Company/Transferee Company

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# HIGH COURT, BOMBAY

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In the matter of the Companies Act, 1956  
(1 of 1956);

AND

In the matter of Sections 391 to 394 of the  
Companies Act, 1956;

AND

In the matter of the Scheme of Arrangement  
and Reconstruction (Demerger) between  
Pudumjee Pulp & Paper Mills Limited and  
Pudumjee Industries Limited and Pudumjee  
Hygiene Products Limited and Pudumjee  
Paper Products Limited and their respective  
shareholders and creditors.

## CALLED FOR HEARING

Ms. Sonam Mhatre with Monil Punjabi i/b Dhaval Vussonji & Associates  
Advocates for the Petitioners.

D. R. Shah i/b A. A. Ansari for Regional Director in all Petitions.

CORAM: K R. SHRIRAM J.

DATE : 8<sup>th</sup> January, 2016

P.C.:-

1. Heard learned Counsel for parties. No objector has come before the Court to oppose the Scheme and nor has any party controverted any averments made in the Petitions.
2. The sanction of this Court is sought under Sections 391 to 394 of the Companies Act, 1956 to a Scheme of Arrangement & Demerger of Pudumjee Pulp & Paper Mills Limited and Pudumjee Industries

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Limited and Pudumjee Hygiene Products Limited and Pudumjee Paper Products Limited and their respective shareholders and creditors.

3. The learned Counsel for the Petitioner Companies states that the First and Second Demerged / Transferor Companies are presently engaged in the business of manufacturing various kinds of papers and realty and investment and generation of wind power and the Third Demerged / Transferor Company is engaged in the business of trading in various kinds of tissue, non-tissue and allied products and the Transferee Company is engaged in the business of merger of undertaking of transferor companies for business of manufacturing and selling, pulp & paper & hygiene & allied products on sanction of the scheme of composite scheme.
4. The proposed scheme of arrangement & demerger of the Demerged Undertakings with Transferee Company will enable the Transferor Companies and the Transferee Company, which has been incorporated as a Special Purpose Vehicle for this Scheme, to streamline their business activities as the companies are presently carrying on different kind of businesses, each of which evinces interest from a separate class of investors and involves risks which are separate and distinct from each other and all the manufacturing assets and liabilities related to paper and hygiene related business will be housed under one entity i.e. the Transferee Company which will enable the Transferee Company to improve its business efficiency and all the Transferor companies will be able to focus on their remaining Businesses and would help in achieving and sustaining competitiveness and development of long term internal and core competencies.
5. The Petitioner Companies have approved the Scheme of Arrangement

& Demerger by passing Board Resolutions which are annexed to the respective Company Scheme Petitions.

6. The Learned Advocate for the Petitioners further states that the Petitioner Companies have complied with all the directions passed in Company Summons for Directions and that the Company Scheme Petitions have been filed in consonance with the Orders passed in Company Summons for Direction and seeks sanction to the proposed Scheme.
7. The Learned Advocate appearing on behalf of the Petitioner Companies has stated that the Petitioner Companies have complied with all requirements as per directions of this Court and they have filed necessary affidavit of compliance in the Court. Moreover, the Petitioner Companies through their Advocate undertake to comply with all statutory requirements, if any, as required under the Companies Act, 1956/2013 and the Rules made thereunder whichever is applicable. The said undertaking is accepted.
8. The Regional Director has filed an Affidavit on 17<sup>th</sup> December, 2015 stating therein that save and except as stated in para 6(a) to 6(f), it appears that the scheme is not prejudicial to the interest of shareholders and public. In the light of aforesaid facts the Hon'ble Court may pass such order as may be deemed fit and proper.

In Para 6 of the said Affidavit, it is stated that:

- (a) Clause No. 5.5.1.1, 6.5.1.1 and 7.5.1.1 of the Scheme states that the Transferee Company shall record the assets and liabilities of the Demerged Undertaking vested in them pursuant to this Scheme, at their respective book values, as appearing in the books of the Transferor Companies at its closure on the day immediately preceding the Appointed Date or at fair values as decided by the Board of Directors of

the Transferee Company. In this regard, it is submitted that said clauses are not in compliance with the provisions of Section 2(19AA) of the Income Tax Act, 1961, as per which the assets and liabilities of the Transferor Company shall be recorded on book value basis only and not on fair value basis. It is also pertinent to note that, as per clause No. 5.5.2.1, 6.5.2.1 and 7.5.2.1, the Transferor Companies shall reduce the book value of assets and liabilities pertaining to the respective Demerged Undertakings transferred to the Transferee Company. Therefore, on the same line of Accounting Treatment, it shall be recorded on book value in the books of the Transferee Company instead of recording it on fair value basis. Accordingly, the Advocate for the Petitioner companies vide para "A" of its letter dated 30/11/2015 has undertaken that the Resulting Transferee Company will record the assets and liabilities at book value only. Copy of the said letter is annexed hereto and marked as Exhibit E. Hence, the Petitioner Companies may be directed to amend the Scheme accordingly and ensure compliance of the aforesaid provisions of the Income Tax Act, 1961.

(b) Clause No. 5.5.1.2, 6.5.1.2 and 7.5.1.2 of the Scheme states that the Transferee Company shall credit to the Share Capital Account, the aggregate face value of shares issued and allotted by it pursuant to Clause 5.4.1 of the Scheme and credit to Securities Premium Account, the excess of the aggregate value of the shares over their face value. In this regard, it is submitted that the difference between the face value and fair value of shares issued by the Transferee Company shall not be recorded as Securities Premium Account of Transferee Company as the Transferee Company is not receiving any cash or cash equivalent by issuing those shares. Hence, the creation of creation of Securities Premium Account is against the provision of Section 52 of the Companies Act, 2013, which recognizes creation of Securities Premium Account, if cash or cash equivalent is received by the Transferee Company while issuing shares. Accordingly, the Advocate for the

Petitioner companies vide para "B" of its letter dated 30/11/2015 has undertaken that the Transferee Company will credit the difference between the aggregate values of shares issued over their face value to capital Reserve Account. Copy of the said letter is annexed hereto and marked as Exhibit E. In view of the above, it is also submitted that the words, "at a premium of Rs. 19/- each per equity share" appearing in Clause 5.4.1, 6.4.1 and 7.4.1 be deleted. Consequently, the following words, "and credit to Securities Premium Account, the excess of the aggregate value of the shares over their face Value" appearing in Clause 5.5.1.2, 6.5.1.2 and 7.5.1.2 deleted. Hence, the Petitioner Companies may be directed to do necessary amendment to the Scheme/ Petition accordingly.

- (c) Clause no. 5.6.1 and 6.6.1 of the Scheme provides for transferring the unissued authorized share capital of First Transferor/Demerged Company and Second Transferor/ Demerged Company to the extent of Rs.1,80,00,000/- and Rs.21,00,00,000/-respectively to the authorized share capital of Transferee/ Resulting company without payment of any registration fees/ stamp duty by the Transferee Company for increasing its authorized capital to that extent. Cancelling the authorized share capital of the respective Demerged/ Transferor Company and thereafter, transferring the same to the authorized share capital of the Resulting / Transferee Company is unknown to law and hence, that part of the Scheme shall be deleted. Accordingly, the Advocate for the Petitioner companies vide para "C" of its letter dated 30/11/2015 has undertaken that the Transferor company 1 and Transferee company 2 will not transfer their unissued authorized share capital to the Transferee company under the Scheme. Copy of the said letter is annexed hereto and marked as Exhibit E. In this regard, it is submitted that the Petitioner Companies may be directed to make suitable Corrections in the Scheme/Petition by deleting entire Clause No. 5.6 and 6.6 of the Scheme.

(d) Clause no. 5.4.1, 6.4.1 and 7.4.1 of the Scheme provides for issue of shares upon coming into effect of this Scheme. The authorized share capital of Transferee/Resulting Company may not be sufficient to issue further shares as provided in said clauses. In this regard, it is suggested that the Transferee/ Resulting Company may, if necessary and to the extent required, increase its Authorized Share Capital to facilitate issue and allotment of Shares under this Scheme. In this connection, the Transferee/ Resulting Company may be directed to comply with provision of section 61/64 of Companies Act, 2013 corresponding to section 94/97 of Companies Act, 1956, in respect of filing of necessary forms with the Registrar of Companies after payment of necessary filing fee and stamp duty as applicable on the said forms.

(e) It is respectfully submitted that the tax issue, if any, arising out of the Scheme is subject to final decision of Income Tax Authorities. The approval of the Scheme by this Hon'ble may not deter the Income Tax Authority to scrutinize the tax return filed by the Transferor/Demerged Companies and Transferee/Resulting Company after giving effect to the Scheme. The decision of the Income Tax Authority is binding on the Petitioner Companies.

(f) Clause 18 of the Scheme provided for Modification and Amendments to Scheme wherein the Board of Directors of Transferor/Demerged Companies and Transferee/Resulting Company have been authorized to make any amendments to Scheme, if necessary, after the Scheme is approved by the Hon'ble High Court. Such liberty shall not be exercised by Board of Directors without obtaining prior approval from the Hon'ble High Court. The Petitioner Companies may be directed to undertake to this effect.

9. With respect to Para 6(a) of the Affidavit of the Regional Director, the Learned Counsel for the Petitioner Companies state that the Transferee Company undertakes to record the assets and liabilities of

the Demerged Undertakings vested in them pursuant to this Scheme, at their respective book values, as appearing in the books of the Transferor Companies at its closure on the day immediately preceding the Appointed Date. The Transferee / Resulting Company will record the assets and liabilities at book value in order to ensure compliance of the aforesaid provisions of the Income Tax Act, 1961. The Petitioner Companies undertake to delete the words "or at fair values as decided by the Board of Directors of the Transferee company thereof on the basis of significant accounting policies of the Transferee Company" as appearing in clause nos. 5.5.1.1, 6.5.1.1 and 7.5.1.1 of the Scheme, and the Scheme shall stand amended accordingly.

10. With respect to Para 6(b) of the Affidavit of the Regional Director, the Petitioner Companies through their Learned Counsel state that the Transferee Company undertakes to credit the difference between the aggregate values of shares issued over their face value to capital reserve account. The Petitioner Companies undertake to delete the words "at a premium of Rs.19/- each per equity share" appearing in Clause 5.4.1, 6.4.1 and 7.4.1 and seeks leave to add the following words into brackets after the words equity shares appearing in the sixth line in each of the aforesaid clauses:

*"(of the fair value of Rs.20/- as determined in the Valuation Report issued by SSPA & Co., Chartered Accountants)".*

The Petitioner Companies further undertake through their Advocate that the words "and credit to Securities Premium Account, the excess of the aggregate value of the shares over their face Value" appearing in Clause 5.5.1.2, 6.5.1.2 and 7.5.1.2 will be deleted and replaced by the words "and credit to Capital Reserve Account, the excess of the aggregate value of the shares over their face Value" appearing in Clause 5.5.1.2, 6.5.1.2 and 7.5.1.2. The Scheme shall stand amended accordingly. Further wherever the words "Securities Premium" are appearing in the Scheme will be replaced by the words "Capital



reserve”.

11. With respect to Paras 6(c) and 6(d) of the Affidavit of the Regional Director, the Learned Counsel for the Petitioner Companies undertakes that the First Transferor Company/Demerged Company and Second Transferor Company/Demerged Company both undertake to not transfer their unissued authorized share capital to the Transferee Company under the Scheme. The Resulting/Transferee Company undertakes to pay the necessary stamp duty and registration fees for increase in its authorized share capital to accommodate the new shares arising out of the Scheme. The Resulting/Transferee Company undertakes to increase the authorized share capital before issue of shares arising out of the Scheme. The Petitioner Companies further undertake that the Transferee Company will comply with the provisions of section 61 /64 of the companies Act, 2013, corresponding to Section 94/97 of Companies Act 1956, in respect of filing necessary forms with the Registrar of Companies after payment of necessary filing fee and stamp duty as applicable on the said forms.
12. With respect to Para 6(e) of the Affidavit of the Regional Director, the Petitioner Companies are bound to comply with all applicable provisions of the Income Tax Act, and all tax issues arising out of scheme will be met and answered in accordance with law.
13. With respect to Para 6(f) of the Affidavit of the Regional Director, the Learned Counsel for the Petitioner Companies states that the Petitioner Companies undertake that the Board of Directors will not amend the scheme without taking prior approval from this Hon'ble High Court.
14. The Learned Advocate for the Petitioner submits that they are bound

to comply with all the above objections and prays for amendment as suggested. Hence, leave to amend granted to be carried out within two weeks from the date of order.

15. The Learned Counsel on instructions of Mr. Chandana Muthu, Joint Director, Legal in the office of the Regional Director, Ministry of Corporate Affairs, Western Region, Mumbai states that they are satisfied with the undertakings given by the Advocate for the Petitioner Companies. The undertakings given on behalf of the Petitioner Companies are accepted.
16. From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public policy.
17. Since all the requisite statutory compliances have been fulfilled, Company Scheme Petitions Nos. 720 of 2015 to 723 of 2015 be made absolute in terms of prayer clauses (a) to (e) and (f) in the abovementioned Company Scheme Petitions.
18. The Petitioner Companies to file a copy of this Order and the Scheme duly authenticated by the Company Registrar, High Court (O.S.), Bombay, with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, if any, on the same, within sixty days from the date of the Order.
19. The Petitioner Companies are directed to file a copy of this Order alongwith a copy of the Scheme and Form of Minutes duly authenticated by the Company Registrar, High Court, Bombay with the concerned Registrar of Companies, electronically, alongwith E-Form INC 28 in addition to the physical copy, as per the relevant provisions of the Companies Act 1956/ 2013, whichever is applicable.

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20. The Petitioner Companies to pay costs of Rs.10,000/- each to Regional Director, Western Region, Mumbai. Costs to be paid within four weeks from the date of the order.
21. Filing and issuance of the drawn up order is dispensed with.
22. All concerned regulatory authorities to act on a copy of this Order alongwith Scheme, duly authenticated by the Company Registrar, High Court (O.S.), Bombay.

(K.R. SHRIRAM J.)

## CERTIFICATE

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*W. K. Trivedi*  
21/1/16  
(K. K. TRIVEDI)  
COMPANY REGISTRAR  
HIGH COURT (O.S.)  
BOMBAY

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*Sh. D. D. D.*  
16/1/16  
Section Officer  
High Court, Appellate Side  
Bombay

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**SCHEME OF ARRANGEMENT AND RECONSTRUCTION (DEMERGER)**

**BETWEEN**

**PUDUMJEE PULP & PAPER MILLS LIMITED**

**AND**

**PUDUMJEE INDUSTRIES LIMITED**

**AND**

**PUDUMJEE HYGIENE PRODUCTS LIMITED**

**AND**

**PUDUMJEE PAPER PRODUCTS LIMITED**

**AND**

**THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

**(Under sections 391 to 394 of Companies Act, 1956)**



**1. PREAMBLE**

This Scheme of Arrangement and Reconstruction (Demerger) is presented under Sections 391 to 394 and other applicable provisions of the Companies Act, 1956 for the demerger of the 'Demerged Undertaking 1' (defined herein below) of Pudumjee Pulp & Paper Mills Limited and 'Demerged Undertaking 2' (defined herein below) of Pudumjee Industries Limited and 'Demerged Undertaking 3' (defined herein below) of Pudumjee Hygiene Products Limited into Pudumjee Paper Products Limited.

The Scheme is divided into the following parts:

- (i) **Part A**— Dealing with definitions and share capital;
- (ii) **Part B**— Dealing with demerger of the 'Demerged Undertaking 1' (defined herein below) of Pudumjee Pulp & Paper Mills Limited (hereinafter referred to as "the First Transferor Company") into Pudumjee Paper Products Limited (hereinafter referred to as "the Transferee Company");

- (iii) **Part C** - Dealing with demerger of the 'Demerged Undertaking 2' (defined herein below) of Pudumjee Industries Limited (hereinafter referred to as "**the Second Transferor Company**") into the Transferee Company;
- (iv) **Part D** - Dealing with demerger of the 'Demerged Undertaking 3' (defined herein below) of Pudumjee Hygiene Products Limited (hereinafter referred to as "**the Third Transferor Company**") into the Transferee Company;
- (v) **Part E**-Dealing with provisions common to the Transferor Companies;
- (vi) **Part F**- Dealing with general clauses, terms and conditions.

## 2. INTRODUCTION, RATIONALE FOR THE SCHEME OF ARRANGEMENT AND RECONSTRUCTION (DEMERGER)

### 2.1 Introduction

- 2.1.1 Pudumjee Pulp & Paper Mills Limited (hereinafter referred to as "**the First Transferor Company**") is a public limited company incorporated on 19<sup>th</sup> November, 1964 under the provisions of the Companies Act, 1956 and having its registered office at Thergaon, Chinchwad, Pune - 411 033. The equity shares of the First Transferor Company are listed on BSE Limited, PSE Limited and NSE Limited;
- 2.1.2 Pudumjee Industries Limited (hereinafter referred to as "**the Second Transferor Company**") is a public limited company incorporated on 31<sup>st</sup> December, 1965 under the Companies Act, 1956 and having its registered office at Thergaon, Chinchwad, Pune - 411033. The equity shares of the Second Transferor Company are listed on BSE Limited and NSE Limited.
- 2.1.3 Pudumjee Hygiene Products Limited (hereinafter referred to as "**the Third Transferor Company**") is a public limited company incorporated on 15<sup>th</sup> July, 2004 under the Companies Act, 1956 and having its registered office at Thergaon, Chinchwad Pune - 411033. It is currently a wholly owned subsidiary of the Second Transferor Company.
- 2.1.4 Pudumjee Paper Products Limited (hereinafter referred to as "**the Transferee Company**") is a public limited company incorporated on 14<sup>th</sup>

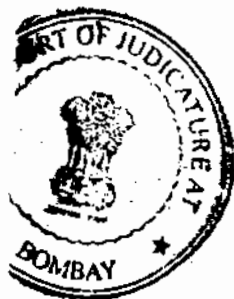


January 2015 under the Companies Act, 2013 and having its registered office at Thergaon, Pune- 411033. It is currently a subsidiary of the First Transferor Company.

The Scheme provides for the demerger of the 'Demerged Undertaking 1' (defined herein below) of Pudumjee Pulp & Paper Mills Limited, 'Demerged Undertaking 2' (defined herein below) of Pudumjee Industries Limited and Demerged Undertaking 3 (defined herein below) of Pudumjee Hygiene Products Limited into Pudumjee Paper Products Limited, in accordance with the terms of this Scheme and pursuant to the provisions of sections 391 and 394 of the Companies Act, 1956 and other relevant provisions of the Act.

## **2.2 Rationale and Benefits of the Scheme:**

- 2.2.1 This Scheme will enable the Transferor companies as well as the Transferee Company, which has been incorporated as Special Purpose Vehicle for this Scheme, to streamline their business activities as the companies are all presently carrying on different kind of businesses, each of which evinces interest from a separate class of investors and involves risks which are separate and distinct from each other;
- 2.2.2 The demerger of the Demerged Undertakings into the Transferee Company will help the Transferee Company to shift its operations from Pune manufacturing site to a manufacturing site in the Industrial area of Mahad, Maharashtra State admeasuring 75 acres or thereabout and thereby expand its operations;
- 2.2.3 All the manufacturing assets and liabilities related to paper and hygiene related business will be housed under one entity i.e. the Transferee Company which will enable the Transferee Company to improve its business efficiency and all the Transferor companies will be able to focus on their remaining Businesses;
- 2.2.4 This will help in achieving and sustaining competitiveness and development of long term internal and core competencies.



### **PART A** **Definitions and Share Capital**

3. **DEFINITIONS:** In this Scheme, unless repugnant to the context, the following expressions shall have the following meaning:

- 3.1 "Act" or "the Act" means the Companies Act, 1956 and shall include any statutory modifications, re-enactment or amendment thereof;
- 3.2 "Agreement" means all agreements, contracts, arrangements, understanding, bonds, engagements, deeds and instruments including hire purchase agreements, lease agreements, equipment purchase agreements, agreements with suppliers, agreements with clients/purchasers relating to the said manufacturing unit, if any and all right, title, interest, claim and benefits thereunder.
- 3.3 "All the companies" collectively mean and include Pudumjee Pulp and Paper Mills Limited, Pudumjee Industries Limited, Pudumjee Hygiene Products Limited and Pudumjee Paper Products Limited.
- 3.4 "Appointed Date" means the 1<sup>st</sup> April, 2014 or such other date as may be fixed or approved by the High Court of Judicature at Bombay;
- 3.5 "Board of Directors" or "Board" in relation to the Transferor Companies and the Transferee Company, as the case may be, means the board of directors of such company, and shall include a committee duly, constituted and authorized for the purposes of matters pertaining to this Scheme and/or any other matter relating thereto;
- 3.6 "BSE" means the BSE Limited formerly known as Bombay Stock Exchange Limited;
- 3.7 "Data" means all records, files, papers, manuals, data, catalogues, quotations, sales and advertising materials, engineering and process information, software licenses, drawings, lists of present and former suppliers, and other records, whether in physical form or electronic form in relation to the aforesaid manufacturing unit;
- 3.8 "Demerged Undertaking<sup>1</sup>" means the manufacturing business activity of the First Transferor Company manufacturing various kinds of papers, pulp, steam and allied products which shall be exclusively and legally owned by and vested in the Transferee Company (except for Land and Building situated at Thergaon, Chinchwad, Pune - 411 033 which shall be transferred on lease and license to the Transferee Company as more particularly stated hereinafter and Mumbai office situated at 60 Jatia Chambers, Dr. V.B.Gandhi Marg Mumbai-400001) alongwith all rights, titles, interests and ownerships therein, as a going concern and specifically without limitation consists of the following:



3.8.1 Immoveable Assets acquired by and under Indentures of Lease dated 4<sup>th</sup> October, 2011:

3.8.1.1 All that piece and parcel of land known as Plot no.K-5 in the Mahad Industrial Area, within the village limits of Kalinj and outside the limits of Municipal Council in rural area, Taluka and registration sub-district Mahad District and registration district Raigad admeasuring 2,81,411 square meters or thereabouts alongwith built-up area admeasuring 35,515.194 square meters or thereabouts and bounded on or towards the North by MIDC land, on or towards the South by MIDC land, on or towards the East by Estate road and on or towards the west by private road;

3.8.1.2 All that piece and parcel of land known as Plot no.R-25 in the residential zone of Mahad Industrial Area, within the village limits of Nadgaon and outside the limits of Municipal Council, Taluka and registration sub-district Mahad District and registration district Raigad admeasuring 24970 square meters or thereabouts along with built-up area admeasuring 4408.738 square meters or thereabouts and bounded on or towards the North East by MIDC boundary, on or towards the South West by Estate Road, on or towards the South East by Estate road and MIDC boundary and on or towards the North West by MIDC boundary.

3.8.2 A token license to use all that piece and parcel of land admeasuring 29 acres or thereabout bearing Survey nos. 25,30 (in parts) situate, lying and being at Thergaon, Chinchwad, Pune- 411033 together with the structure standing thereon for a period of five (5) years commencing from Effective Date on such conditions as may be finally determined by the Board of Directors of the First Transferor Company and the Transferee Company so as to permit the Transferee Company to carry on its business from the said Premises. The license period may be extended further for such period and on such terms and conditions as may be mutually agreed between the Board of Directors of the First Transferor Company and the Transferee Company.

3.8.3 Movable Assets: All movable assets and properties whether real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent, tangible or intangible, of whatsoever nature and wherever situated pertaining to the aforesaid manufacturing unit including investments (other than non-current investments), plant and machinery, vehicles, offices,





other fixed assets, installations, boiler, pipes, tools, power lines, water pipelines, capital work-in-progress, rolling stock, loans & advances, current assets including inventories, debtors, stocks and stores, furniture, fixtures, office equipment, appliances, accessories, belonging to or in the possession of or granted in favor of and/ or enjoyed by the First Transferor Company pertaining to or in relation to the aforesaid manufacturing unit;

- 3.8.4 Employees: All employees of the First Transferor Company employed in and / or all persons that have been engaged for the purposes of carrying out the manufacturing activities of the aforesaid manufacturing unit or to whom payments are being made by the First Transferor Company for performing any services of any nature whatsoever relating to the aforesaid manufacturing unit as on the Effective Date;
- 3.8.5 Permits and Consents: Benefit of all approvals, authorizations, consents, permits, rights, entitlements, allotments, authorities, municipal and other statutory permissions, licenses, registrations, powers and facilities of every kind, nature and description whatsoever including the rights to use and avail of telephone, telexes, facsimile connection and installations, utilities, power lines, electricity and other services, provisions, funds, benefits of all agreements, grants, special incentive schemes and any other incentive schemes formulated by Central or State Government or Local Bodies, other records, insurance policies and all other interest, subsidies, concessions, exemptions, remissions, tax deducted at source, tax deferrals in connection with or relating to the aforesaid manufacturing unit;
- 3.8.6 Intellectual Property: All patents, trademarks, copyrights, trade name, designs and drawings, domain names, and utility models, inventions, computer programs, brand names which are possessed and/or owned by the First Transferor Company in relation to the Demerged Undertaking 1 including the right to use brand names which are possessed and/or owned by the First Transferor Company in relation to the Demerged Undertaking 1 including the right to use the "Pudumjee" brand name and any similar rights and the benefit of any of the foregoing (in each case whether registered or unregistered and including applications for the grant of any of the foregoing and the right to apply for any of the foregoing in any part of the world) and any other intellectual property rights of any nature whatsoever and licenses for intellectual property rights pertaining to the aforesaid manufacture of papers, pulp, steam and allied products;



- 3.8.7 All agreements, contracts, arrangements, understanding, bonds, engagements, deeds and instruments including hire purchase agreements, lease agreements, purchase order and sales orders equipment purchase agreements, agreements with suppliers, agreements with clients/purchasers relating to the said manufacturing unit, if any and all right, title, interest, claim and benefits thereunder.
- 3.8.8 Data: All records, files, papers, manuals, data, catalogues, quotations, sales and advertising materials, engineering and process information, software licenses, drawings, lists of present and former suppliers, and other records, whether in physical form or electronic form in relation to the aforesaid manufacturing unit;
- 3.8.9 Liabilities: For the purpose of this Scheme, the liabilities pertaining to the aforesaid manufacturing unit means and includes:

- 3.8.9.1 All liabilities (including contingent liabilities) to the extent outstanding as on the Appointed Date arising out of the activities or operations of the aforesaid manufacturing unit including public fixed deposits and deferred sales tax liability, and
- 3.8.9.2 All loans, advances, debts, and borrowings (whether secured or unsecured), if any, raised, incurred and/ or utilized solely for the activities or operations of the aforesaid manufacturing unit;

as on the Appointed Date of the Scheme.

After the Effective Date, any question that may arise as to whether an asset or liability pertains or does not pertain to the Remaining Undertaking and, or the Demerged Undertaking? shall be as mutually decided by the Board of Directors of the First Transferor Company and the Transferee Company.

- 3.9 "Demerged Undertaking2" means the manufacturing business activity of the Second Transferor Company manufacturing various kinds of papers, pulp and allied products which shall be exclusively and legally owned by and vested in the Transferee Company (except Land and Building situated at Thergaon, Chinchwad, Pune - 411 033 which shall be transferred on leave and license as more particularly stated hereinafter) along with all rights, titles, interests and ownerships therein, as a going concern specifically without limitation consists of the following:



- 3.9.1 **Immoveable Asset:** A token license to use all that piece and parcel of land admeasuring 4.63 acres or thereabouts bearing Survey nos. 25, 26 (in parts) situate, lying and being at Thergaon, Chichwad, Pune- 411033 together with the structure standing thereon for a period of five (5) years commencing from Effective date on such conditions as may be finally determined by the boards of the Second Transferor Company and the Transferee Company so as to permit the Transferee Company to carry on its business from the said Premises. The license period may be extended further for such period and on such terms and conditions as may be mutually agreed between the boards of the First Transferor Company and the Transferee Company.
- 3.9.2 **Movable Assets:** All movable assets and properties whether real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent, tangible or intangible, of whatsoever nature and wherever situated pertaining to the aforesaid manufacturing unit including plant and machinery, vehicles, offices, other fixed assets, installations, pipes, tools, power lines, water pipelines, capital work-in-progress, rolling stock, loans & advances, current assets including inventories, debtors, stocks and stores, furniture, fixtures, office equipment, appliances, accessories, belonging to or in the possession of or granted in favor of and/ or enjoyed by the Second Transferor Company pertaining to or in relation to the aforesaid manufacturing unit;
- 3.9.3 **Employees:** All employees of Second Transferor Company employed in and / or all persons that have been engaged for the purposes of carrying out the manufacturing activities or to whom payments are being made by the Second Transferor Company for performing any services of any nature whatsoever relating to the aforesaid manufacturing unit as on the Effective Date;
- 3.9.4 **Permits and Consents:** Benefit of all approvals, authorisations, consents, permits, rights, entitlements, allotments, authorities, municipal and other statutory permissions, licenses, registrations, powers and facilities of every kind, nature and description whatsoever including the rights to use and avail of telephone, telexes, facsimile connection and installations, utilities, power lines, electricity and other services, provisions, funds, benefits of all agreements, grants, special incentive schemes and any other incentive schemes formulated by Central or State Government, other records, insurance policies and all other interest, subsidies, concessions, exemptions, remissions, tax deducted at source, tax deferrals in connection with or relating to the aforesaid manufacturing unit;



3.9.5 Intellectual Property: All patents, software application, trademarks, copyrights, trade name, designs and drawings, domain names, and utility models, inventions, computer programs and brand names which are possessed and/or owned by the Second Transferor Company in relation to the Demerged Undertaking 2 including the right to use the "Pudumjee" brand name and any similar rights and the benefit of any of the foregoing (in each case whether registered or unregistered and including applications for the grant of any of the foregoing and the right to apply for any of the foregoing in any part of the world) and any other intellectual property rights of any nature whatsoever and licenses for intellectual property rights pertaining to the aforesaid manufacture of papers, pulp and allied products;

3.9.6 All agreements, contracts, arrangements, understanding, bonds, engagements, deeds and instruments including hire purchase agreements, lease agreements, purchase orders and sales orders equipment purchase agreements, agreements with suppliers, agreements with clients/purchasers relating to the said manufacturing unit, if any and all right, title, interest, claim and benefits thereunder.

3.9.7 Data: All records, files, papers, manuals, data, catalogues, quotations, sales and advertising materials, engineering and process information, software licenses, drawings, lists of present and former suppliers, and other records, whether in physical form or electronic form in relation to the aforesaid manufacturing unit;

3.9.8 Liabilities: For the purpose of this Scheme, the liabilities pertaining to the aforesaid manufacturing unit means and includes:

3.9.8.1 All liabilities (including contingent liabilities) to the extent outstanding as on the Appointed Date arising out of the activities or operations of the aforesaid manufacturing unit;

3.9.8.2 All loans, advances, debts, and borrowings (whether secured or unsecured), if any, raised, incurred and/ or utilized solely for the activities or operations of the aforesaid manufacturing unit;

as on the Appointed Date of the Scheme.

After the Effective Date, any question that may arise as to whether an asset



or liability pertains or does not pertain to the Remaining Undertaking and, or the Demerged Undertaking 2 shall be as mutually decided by the Board of Directors of the Second Transferor Company and the Transferee Company

- 3.10 "Demerged Undertaking<sup>3</sup>" means the trading business activity of the Third Transferor Company trading in various kinds of tissue, non-tissue and allied products which shall be exclusively and legally owned by and vested in the Transferee Company along with all rights, titles, interests and ownerships therein, as a going concern and specifically without limitation consists of the following:
- 3.10.1 Movable Assets: All movable assets and properties whether real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent, tangible or intangible, of whatsoever nature and wherever situated pertaining to the aforesaid trading unit including, offices, other fixed assets, installations, pipes, tools, power lines, water pipelines, capital work-in-progress, rolling stock, current assets including inventories, debtors, stocks and stores, furniture, fixtures, office equipment, appliances, accessories, belonging to or in the possession of or granted in favor of and/or enjoyed by the Third Transferor Company pertaining to or in relation to the aforesaid trading unit except its plant and machinery;
- 3.10.2 Employees: All employees of Third Transferor Company employed in and / or all persons that have been engaged for the purposes of carrying out the trading activities or to whom payments are being made by the Third Transferor Company for performing any services of any nature whatsoever relating to the aforesaid trading unit as on the Effective Date;
- 3.10.3 Permits and Consents: Benefit of all approvals, authorizations, consents, permits, rights, entitlements, allotments, authorities, municipal and other statutory permissions, licenses, registrations, powers and facilities of every kind, nature and description whatsoever including the rights to use and avail of telephone, telexes, facsimile connection and installations, utilities, power lines, electricity and other services, provisions, funds, benefits of all agreements, grants, special incentive schemes and any other incentive schemes formulated by Central or State Government, other records, insurance policies and all other interest, subsidies, concessions, exemptions, remissions, tax deducted at source, tax deferrals in connection with or relating to the aforesaid trading unit;
- 3.10.4 Intellectual Property: All patents, software application, trademarks, copyrights, trade name, designs and drawings, domain names and utility



models, inventions, computer programs and brand names which are possessed and/or owned by the Third Transferor Company in relation to the Demerged Undertaking 3 including the right to use the "Pudumjee" brand name and any similar rights and the benefit of any of the foregoing (in each case whether registered or unregistered and including applications for the grant of any of the foregoing and the right to apply for any of the foregoing in any part of the world) and any other intellectual property rights of any nature whatsoever and licenses for intellectual property rights pertaining to the aforesaid trade of tissue and non-tissue and allied products;

3.10.5 All agreements, contracts, arrangements, understanding, bonds, engagements, deeds and instruments including hire purchase agreements, lease agreements, purchase orders and sales orders, equipment purchase agreements, agreements with suppliers, agreements with clients/purchasers relating to the said trading unit, if any and all right, title, interest, claim and benefits thereunder.

3.10.6 Data: All records, files, papers, manuals, data, catalogues, quotations, sales and advertising materials, engineering and process information, software licenses, drawings, lists of present and former suppliers, and other records, whether in physical form or electronic form in relation to the aforesaid trading unit;

3.10.7 Liabilities: For the purpose of this Scheme, the liabilities pertaining to the aforesaid trading unit means and includes:

3.10.7.1 All liabilities (including contingent liabilities) to the extent outstanding as on the Appointed Date arising out of the activities or operations of the aforesaid trading unit;

3.10.7.2 All loans, advances, debts, and borrowings (whether secured or unsecured), if any, raised, incurred and/ or utilized solely for the activities or operations of the aforesaid trading unit;

as on the Appointed Date of the Scheme.

After the Effective Date, any question that may arise as to whether an asset or liability pertains or does not pertain to the Remaining Undertaking and, or the Demerged Undertaking 3 shall be as mutually decided by the Board of Directors of Third Transferor Company and the Transferee Company



- 3.11 Demerged Undertakings collectively mean and include Demerged Undertaking1, Demerged Undertaking2 and Demerged Undertaking 3 and Demerged Undertaking means any one of them;
- 3.12 "Effective Date" means the last of the dates on which the authenticated/certified true copies of the orders of the Hon'ble High Court of the Judicature at Bombay, Mumbai, sanctioning the Scheme are filed with the Registrar of Companies, Pune, by all the three companies, who are a party to this Scheme. References in this Scheme to the date of "coming into effect of this Scheme" or "effectiveness of this Scheme" shall mean the Effective Date.
- 3.13 "Employees" means all the permanent employees of the Transferor Companies who are on the payroll of the Transferor Companies as on the Effective date.
- 3.14 "Encumbrance" means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income of exercise of any other attribute of ownership, right of set off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise to create any of the same and the term "Encumbered" shall be construed accordingly;
- 3.15 "Hon'ble High Court" or "High Court" means the Hon'ble High Court of Judicature at Bombay, Mumbai, having jurisdiction over all the three companies, who are a party to this Scheme, and the expression shall include all the powers of the High Court under Chapter V of the Act being vested in the National Law Tribunal constituted under Section 10FB of the Act, the National Company Law Board and the provisions of the Act as applicable to the Scheme shall be construed accordingly.
- 3.16 "Income-tax Act" means the Income-tax Act, 1961, and shall include any statutory modifications, re-enactment or amendment thereof.
- 3.17 "NSE Limited" means the National Stock Exchange of India Limited.
- 3.18 "PSE" means the Pune Stock Exchange Limited.



- 3.19 "Registrar of Companies" means the Registrar of Companies Pune, Maharashtra;
- 3.20 "Remaining Undertaking 1" of First Transferor Company means all the undertakings, business, activities and operations of the First Transferor Company other than the Demerged Undertaking 1 as defined in Clause 3.8 hereinabove.
- 3.21 "Remaining Undertaking 2" of Second Transferor Company means all the undertakings, business, activities and operations of the Second Transferor Company other than the Demerged Undertaking 2 defined in Clause 3.9 hereinabove.
- 3.22 "Remaining Undertaking 3" of Third Transferor Company means all the undertakings, business, activities and operations of the Third Transferor Company other than the Demerged Undertaking 3 as defined in Clause 3.10 hereinabove.
- 3.23 "Remaining Undertakings" collectively mean and include Remaining Undertaking 1, Remaining Undertaking 2 and Remaining Undertaking 3 and Remaining Undertaking means any one of them;
- 3.24 "Record Date" means the date as approved by the Board of Directors of all the Companies being the date as on which persons who are the shareholders of the Transferor Companies will be allotted the shares of the Transferee Company in terms of Clauses 5.4, 6.4 and 7.4 hereunder.
- 3.25 "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Arrangement and Reconstruction (Demerger) in its present form submitted to the High Court for sanctions with or without any modification(s) made under Clause 19 of this Scheme or as may be approved or imposed or directed by the High Court;
- 3.26 "SEBI Circulars" mean Circular NO. CIR/CFD/DIL/5/2013 dated 4<sup>th</sup> February, 2013 and Circular NO. CIR/CFD/DIL/8/2013 dated 21<sup>st</sup> May, 2013, each issued by the SEBI;
- 3.27 "Stock Exchanges" means each of the BSE Limited, PSE and the NSE Limited;
- 3.28 Transferor Companies collectively mean and include Pudumjee Pulp and Paper Mills Limited, Pudumjee Industries Limited and Pudumjee Hygiene Products Limited;

#### 4. SHARE CAPITAL:



4.1 As on 31<sup>st</sup> March 2014, the Share Capital of the First Transferor Company is, as under:

<b>Authorised capital</b>	
4,75,00,000 Equity Shares of Rs.2/-each	950
50,000 14% Redeemable Cumulative Preference Shares of Rs.100/- each	50
<b>Total</b>	<b>1000</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
4,10,00,000 Equity Shares of Rs.2/- each	820
<b>Total</b>	<b>820</b>



The equity shares of the First Transferor Company are listed on BSE Limited, PSE and NSE Limited. On or after 31<sup>st</sup> March, 2014 there has been no change in the issued, subscribed and paid-up share capital of the First Transferor Company.

4.2 As on 31<sup>st</sup> March, 2014 the Share Capital of the Second Transferor Company is as under:

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Authorised capital	
12,50,00,000 Equity Shares of Rs. 2/-each	2500
<b>Total</b>	<b>2500</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
1,80,00,000 Equity Shares of Rs. 2/ each	360
<b>Total</b>	<b>360</b>

The equity shares of the Second Transferor Company are listed on BSE Limited and NSE Limited. On or after 31<sup>st</sup> March, 2014 there has been no change in the issued, subscribed and paid-up share capital of the Second Transferor Company.

4.3 As on 31<sup>st</sup> March 2014, the Share Capital of the Third Transferor Company is as under:

Authorised capital	
1,50,00,000 Equity Shares of Rs.10/-each	1500
<b>Total</b>	<b>1500</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
1,50,00,000 Equity Shares of Rs. 10/- each	1500

<b>Total</b>	<b>1500</b>
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The entire share capital of the Third Transferor Company is currently held by the Second Transferor Company. The authorized, issued, subscribed and paid-up equity share capital of the Third Transferor Company has been increased to Rs. 3000 lacs in the month of January 2015. Therefore the share capital of the Third Transferor Company as on 14<sup>th</sup> January, 2015 is as under:

<b>Authorised capital</b>	
3,000,00,00 Equity Shares of Rs.10/- each	3000
<b>Total</b>	<b>3000</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
3,000,00,00 Equity Shares of Rs. 10/- each	3000
<b>Total</b>	<b>3000</b>



After 14<sup>th</sup> January 2015 there has been no change in the issued, subscribed and paid-up share capital of the Third Transferor Company.

4.4 As on 16<sup>th</sup> January 2015 the Share Capital of the Transferee Company is as under:



Authorised capital	
5,00,000 Equity Shares of Re. 1/-each	5
Total	5
Issued, Subscribed and Paid-up Share Capital	
5,00,000 Equity Shares of Re. 1/- each	5
Total	5

Upon issue of shares by the Transferee Company in terms of clauses 5.4, 6.4 and 7.4 herein under, the shares of the Transferee Company will be listed in due course on BSE Limited and NSE Limited. After 16<sup>th</sup> January 2015 there has been no change in the issued, subscribed and paid-up share capital of the Transferee Company.

#### **PART B**

Demerger of the 'Demerged Undertaking 1' of the First Transferor Company into the Transferee Company.

#### **5. TRANSFER AND VESTING OF DEMERGED UNDERTAKING1**

##### **5.1 Transfer of Assets**

5.1.1 Upon coming into effect of this Scheme and with effect from the Appointed Date, the Demerged Undertaking 1 of the First Transferor Company shall, subject to the provisions of this Scheme and pursuant to the provisions of Sections 391 to 394, and all other applicable provisions of the Act, and

pursuant to the orders of the High Court or any other appropriate authority sanctioning the Scheme and without any further act, instrument, deed, registration, matter or thing, be and stand transferred to and vested in and/ or be deemed to be transferred to and vested in the Transferee Company, as a going concern in accordance with Section 2(19AA) of the Income-tax Act, so as to become the business, assets, properties and liabilities of the Transferee Company, along with the securities, mortgages, charges, encumbrances or liens, if any, existing as on the Effective Date, as set out more specifically in this Scheme;

- 5.1.2 In respect of such movable assets comprised in the Demerged Undertaking 1, that are capable of transfer by manual delivery or by paying over or by endorsement and delivery, or transfer by vesting and recorded pursuant to this Scheme, the same shall be so transferred, delivered or endorsed and delivered, as the case may be, to the Transferee Company to the end and intent that the same shall stand transferred and vested in the Transferee Company, on such delivery or endorsement and delivery without requiring any deed or instrument of conveyance for the same and shall become the property of the Transferee Company. Such delivery and transfer shall be made on a date mutually agreed upon between the Board of Directors of the First Transferor Company and the Transferee Company;
- 5.1.3 In respect of any movable assets comprising or pertaining to the Demerged Undertaking 1 other than those mentioned in Clause 5.1.2 above, if so required by the Transferee Company and if deemed fit and necessary by the Transferee Company in its/their sole discretion, which discretion shall be reasonably exercised, the First Transferor Company shall issue notices stating that pursuant to the High Court having sanctioned this Scheme under Section 394 of the Act, the relevant movable asset pertaining to the Demerged Undertaking 1 stands transferred and vested in the Transferee Company. All the investments (other than noncurrent investments) made by the First Transferor Company in relation to the Demerged Undertaking 1 shall, pursuant to the provisions of this Scheme, without any further act or deed, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company;
- 5.1.4 The immovable assets comprised in the Demerged Undertaking 1, shall, to the extent set out in 3.8.1 hereinabove, stand legally transferred to and vested in the Transferee Company with effect from the Appointed Date under and pursuant to order of the High Court approving this Scheme, without requiring the execution or registration of any other deed or document or



instrument of conveyance, and the order of the High Court shall for all purposes be treated as the instrument conveying such properties and assets to Transferee Company.

- 5.1.5 The immovable assets comprised in the Demerged Undertaking 1, shall, to the extent set out in 3.8.2 hereinabove, stand legally transferred to the Transferee Company on leave and license basis in the manner provided therein with effect from the Appointed Date under and pursuant to order of the High Court approving this Scheme, without requiring the execution or registration of any other deed or document or instrument of conveyance, and the order of the High Court shall for all purposes be treated as the instrument conveying such properties and assets to Transferee Company.
- 5.1.6 All approvals, authorizations, memberships, subscriptions, consents, permits, rights, entitlements, allotments, authorities, municipal and other statutory permissions, licenses, registrations, powers and facilities of every kind, nature and description whatsoever, or the benefits thereof, as the case maybe, including but not limited to the rights to use and avail of telephone, telexes, facsimile connection and installations, utilities, power lines (including but not limited to 22KV power feeder(s) from Maharashtra State Electricity Distribution Company Limited), electricity and other services, provisions, funds, benefits of all agreements, grants, special incentive schemes and any other incentive schemes formulated by Central or State Government or Local Bodies, other records, insurance policies and all other interest, subsidies, concessions, exemptions, remissions, tax deducted at source, tax deferrals in connection with or relating to Demerged Undertaking 1 shall be transferred to and vested in the Transferee Company while all other approvals and permits obtained and in the name of the First Transferor Company pertaining to the Remaining Undertaking 1 shall continue to be retained, vested, held and owned by the First Transferor Company.
- 5.1.7 All approvals and permits common and applicable to both the Demerged Undertaking 1 and Remaining Undertaking 1 shall be deemed to be vested and owned jointly for the benefit of the First Transferor Company and the Transferee Company. The originals of such approvals shall be held jointly in escrow with a mutually appointed escrow agent. Without prejudice to the aforesaid, the notarized copies of the approvals held by the Transferee Company shall for all practical purposes deemed to be the original approvals and shall be given effect to accordingly by all government and other authorities. It is clarified that the Demerged Undertaking 1 is being transferred to and vested in the Transferee Company as going concerns



without any break or interruption in operations thereof and that certain approvals, permits and consents are applicable, pertain to and are common to both the Remaining Undertaking 1 and the Demerged Undertaking 1, the Demerged Undertaking 1 shall be entitled to the benefit of all such licenses, permissions, approvals, consents, registrations and no-objections to the limited extent as may be required by the Transferee Company to carry on and continue the operations of the Demerged Undertaking 1 on the basis of the same, upon this Scheme being effective and the Transferee Company undertakes to comply with each of the terms and conditions of such approvals, permits and consents, authorizations, etc.

5.1.8 All data, patents, patent rights applications, trademarks, trade names, knowhow, content, software, manuals, copyrights, brand name and other intellectual properties and rights of any nature whatsoever and licenses, assignments, grants in respect thereof, granted to the First Transferor Company specifically for the Demerged Undertaking 1 shall stand transferred to and vested in and/or be deemed to be and stand transferred to and vested in Transferee Company subject to the provisions of this Scheme, and in accordance with the provisions of the relevant laws from the Effective Date.

5.1.9 All existing and future incentives, unavailed credits and exemptions and other statutory benefits including income tax benefits (including MAT credit), excise (including MODVAT/ CENVAT credit), customs, VAT, sales tax, service tax, privileges, liberties, easements, contract advantages, benefits, quota rights, incentives, incentive schemes and policies, tax deferrals, subsidies, concessions including sales tax concessions, grants, rights, claims, leases, tenancy rights, liberties and special status benefits granted to the First Transferor Company of whatsoever nature and where-so-ever situated belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by First Transferor Company and relatable to the Demerged Undertaking 1, shall stand transferred to and vested in and/or be deemed to be transferred to and vested in the Transferee Company pursuant to the provisions of Section 394 of the Act and subject to the provisions of this Scheme, and in accordance with the provisions of the relevant laws. The aforesaid benefits to which the First Transferor Company are entitled to and which pertain to the Demerged Undertaking 1 whether granted to it prior to or after the Effective Date, shall be transferred and claimed by the Transferee Company and these shall relate back to the Appointed Date and as if the Transferee Company was originally entitled to all benefits under such incentives schemes and/or policies, subject to



continued compliance by the Transferee Company of all the terms and conditions subject to which the benefits under the incentive schemes were made available to the First Transferor Company. It is clarified that where applications have been made by the First Transferor Company seeking any concession or exemption from any person or party whatsoever including any government or other authority relating to the Demerged Undertaking 1, then such applications shall remain alive as on the Effective Date for the benefit of the Transferee Company and shall be considered by such persons (to whom applications are made) as though the same were made by the Transferee Company.

The intellectual property contained in the word "Pudumjee" and all registered trade-marks and copy rights in relation thereto shall be continued to be used by the First Transferor Company together with the Transferee Company till such time as the Transferee Company uses the premises in Pune belonging to the First Transferor Company for the purposes of carrying on its business.

## 5.2 Transfer of Liabilities:

- 5.2.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date all debts and liabilities of the First Transferor Company specifically for the Demerged Undertaking 1 including all secured and unsecured debts (in whatsoever currency), liabilities (including contingent liabilities), duties and obligations of every kind, nature and description whatsoever whether present or future, and howsoever arising, along with any charge, encumbrance, lien or security thereon (herein referred to as the "Liabilities") shall, pursuant to the sanction of this Scheme by the High Court and under the provisions of Sections 391 to 394 of the Act and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company, to the extent they are outstanding on the Effective date so as to become as and from the Appointed Date the Liabilities of the Transferee Company on the same terms and conditions as were applicable to the First Transferor Company, and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Liabilities have arisen in order to give effect to the provisions of this Clause 5.2.



- 5.2.2 Where any such debts, liabilities, duties and obligations of the First Transferor Company as on the Appointed date have been discharged by such First Transferor Company on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to be for and on account of the Transferee Company upon the coming into effect of this Scheme.
- 5.2.3 All loans raised and utilized and all liabilities, duties and obligations incurred or undertaken by the First Transferor Company specifically for Demerged Undertaking 1 to or after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the effective date, shall, upon the coming into effect of this Scheme and under the provisions of Sections 391 to 394 of the Act, without any further act, instrument or deed be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company and shall become the loans and liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.
- 5.2.4 Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time from the Appointed Date to the Effective Date become due between the First Transferor Company and the Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and the appropriate effect shall be given in the books of accounts and records of the Transferee Company.



### 5.3 Encumbrances

- 5.3.1 The transfer and vesting of the assets comprised in the Demerged Undertaking 1 to the Transferee Company under Clause 5.1 of this Scheme shall be subject to the Encumbrances, if any, affecting the same as hereinafter provided.
- 5.3.2 All Encumbrances, if any, existing prior to the Effective Date solely over the assets of the Demerged Undertaking 1 shall, after the Effective Date, without any further act, instrument or deed, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date, provided that if any of the assets of the Demerged Undertaking 1 have not been Encumbered, such assets shall remain unencumbered and the existing Encumbrance referred to above shall not be

extended to and shall not operate over such assets. Further, such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.

- 5.3.3 In respect of any encumbrance in respect of the loans, borrowings, debts and liabilities of the First Transferor Company which in part is connected with the Demerged Undertaking 1 ("Transferred Liabilities"), upon the coming into effect of this Scheme and with effect from the Appointed Date subject to the approvals of those lenders in terms of detailed agreements to be executed with such lenders, such encumbrance shall, in terms of the understanding be extended to and shall operate only over the assets comprised in the Demerged Undertaking 1 which may have been encumbered in respect of the Transferred Liabilities as transferred to the Transferee Company pursuant to this Scheme. For the avoidance of doubt, it is hereby clarified that in so far as the assets comprising the Remaining Undertaking are concerned, the encumbrance, if any, over such assets relating to the Transferred Liabilities, as and from the Appointed Date and in terms of the agreement with the lenders, such assets be released and discharged from the obligations and encumbrances relating to the same. Further, in so far as the assets comprised in the Demerged Undertaking 1 are concerned, the encumbrance over such assets relating to any loans, borrowings or other debts which are not transferred to the Transferee Company pursuant to this Scheme and which shall continue with the Remaining Undertaking 1 shall without any further act or deed be released from such encumbrance and shall no longer be available as security in relation to such liabilities with effect from the Appointed Date and upon the coming into effect of this Scheme.
- 5.3.4 Provided always that this Scheme shall not operate to enlarge the security from any loan, deposit or facility created by the First Transferor in relation to the Demerged Business by virtue of this Scheme and the Transferee Company shall not be obliged to create any further or additional security therefore after the Scheme has become operative unless otherwise agreed by and between the First Transferor Company and the lenders.
- 5.3.5 Upon the effectiveness of the Scheme, the First Transferor and the Transferee Company shall in terms of the agreement with the said lenders, execute any instrument or document and/or do all such acts or deeds as may be required, including filing of necessary particulars and/or modification of



the charge, if any, with the respective Registrar of Companies to give formal effect to the provisions of this Clause.

- 5.3.6 The existing Encumbrances over the other assets and properties of the Transferee Company or any part thereof which relate to the Liabilities of the Transferee Company prior to the Effective Date shall continue to relate to such assets and properties and shall not extend or attach to any of the assets and properties of the Demerged Undertaking 1 transferred to and vested in the Transferee Company by virtue of this Scheme.
- 5.3.7 Any reference in any security documents or arrangements (to which the First Transferor Company is a party) to the Demerged Undertaking 1 and their respective assets and properties shall be construed as a reference to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferee Company may execute any instruments or documents or do all the 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.
- 5.3.8 Upon the coming into effect of this Scheme, the Transferee Company shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of this Scheme.
- 5.3.9 It is expressly provided that, save as herein provided, no other term or condition of the Liabilities transferred to the Transferee Company is amended by virtue of this Scheme except to the extent that such amendment is required statutorily.
- 5.3.10 The provisions of this clause 5.3 shall operate notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings or the terms of sanction or issue or any security document shall stand modified and/or superseded by the foregoing provisions.

#### 5.4 Consideration

- 5.4.1 Upon the coming into effect of this Scheme and in consideration of the transfer and vesting of the Demerged Undertaking 1 in the Transferee Company in terms of this Scheme, the Transferee Company shall, without



any further application, act, instrument or deed, issue and allot on proportionate basis equity shares to members of the First Transferor Company, in the Transferee Company, in the ratio of 37 (Thirty Seven) equity shares (of the fair value of Rs.20/- as determined in the Valuation Report issued by SSPA & Co., Chartered Accountants) of the face value of Re. 1/- (Rupee One Only) each (credited as fully paid up) of the Transferee Company for every 20 (Twenty) equity shares of the face value of Rs. 2/- (Rupee Two Only) each (credited as fully paid-up) held by such member in the First Transferor Company on record date. In case any member's shareholding in the First Transferor Company is such that such member becomes entitled to a fraction of one equity share of the Transferee Company, the Transferee Company will not issue fractional share certificate to such member and will consolidate such fractions and issue the consolidated shares to a trustee nominated by the Board of the First Transferor Company in that behalf, who will sell such shares and distribute the net sale proceeds (after deduction of the expenses incurred) to such members in proportion to their respective fractional entitlements. During consolidation of the fractional shares, if the sum of such fractional shares is not a whole integer, the Transferee Company will issue such additional fractional share to the trustee, such that the total shares so issued shall be rounded off to the next whole integer.

5.4.2 Upon this Scheme becoming effective, the issued, subscribed and paid-up share capital of the Transferee Company shall stand suitably increased consequent upon the issuance of new equity shares in accordance with Clause 5.4.1 above. It is clarified that no special resolution under Section 62(1)(c) of the Companies Act, 2013 shall be required to be passed by the Transferee Company separately in a general meeting for issue of shares to the members of the Demerged Undertaking 1 under this Scheme and on the shareholders of the Transferee Company approving this Scheme, it shall be deemed that they have given their consent to the issue of equity shares of the Transferee Company to the members of the First Transferor Company in accordance with Clause 5.4.1 above.

5.4.3 The equity shares issued and allotted by the Transferee Company in terms of this Scheme shall be subject to the provisions of the Memorandum and Articles of Association of the Transferee Company and shall rank pari passu inter-se in all respects including dividends declared, voting and other rights. The issue and allotment of equity shares of Transferee Company in terms of this Scheme shall be deemed to have been carried out as if the procedure laid down under section 62(1)(c) of the Companies Act, 2013 and any other applicable provisions of the Act have been complied with.



- 5.4.4 The shares issued to the members of the First Transferor Company by the Transferee Company pursuant to Clause 5.4.1 above shall be credited to the depository account of the members, unless otherwise notified in writing by any member of any of the First Transferor Company to the Transferee Company on or before such date as may be determined by the Board of Directors of the Transferee Company or a committee thereof. In the event that such notice has not been received by the Transferee Company in respect of any of the members of any First Transferor Company, the shares shall be credited to the depository account of the members provided that the members of the First Transferor Company shall be required to have an account with a depository participant and shall be required to provide details thereof and such other confirmations as may be required. It is only thereupon that the Transferee Company shall issue and directly credit to the account of such member the relevant shares of the Transferee Company. In the event that the Transferee Company has received notice from any member that shares are to be issued in certificate form or if any member has not provided the requisite details relating to his/her/its account with a depository participant or other confirmations as may be required, then the Transferee Company shall issue shares in certificate form to such member.
- 5.4.5 In the event of there being any pending share transfers, whether lodged or outstanding, of any member of any of the First Transferor Company, the Board of Directors of the Transferee Company shall be empowered in appropriate cases, prior to or even subsequent to the Record date, to effectuate such a transfer as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor / transferee of the shares in the First Transferor Company and in relation to the shares issued by the Transferee Company after the effectiveness of this Scheme. The Board of Directors of the Transferee Company shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new shareholders in the Transferee Company.
- 5.4.6 The equity shares issued and allotted by the Transferee Company in terms of this Scheme shall rank pari pasu in all respects with the then existing equity shares of the Transferee Company.
- 5.4.7 The equity shares of the Transferee Company will be listed and / or admitted to trading on the BSE Limited and NSE Limited. Accordingly, the Transferee Company shall take steps for listing simultaneously on BSE Limited and NSE



Limited within a reasonable period from the Effective Date. The Transferee Company undertakes that there shall be no change in the shareholding pattern or control in the Transferee Company between the Record Date and the listing which may affect the status of the approvals granted by the National Stock Exchange and the Bombay Stock Exchange.

5.4.8 The shares allotted pursuant to this Scheme shall remain frozen in the depositories system till relevant directions in relation to listing / trading are given by the Stock Exchanges.

5.5 Accounting Treatment:

5.5.1 In the books of the Transferee Company:

5.5.1.1 The Transferee Company shall, upon the Scheme becoming effective, record the assets and liabilities of the Demerged Undertaking 1 vested in it pursuant to this Scheme, at their respective book values, as appearing in the books of the First Transferor Company at its closure on the day immediately preceding the Appointed Date.

5.5.1.2 The Transferee Company shall credit to the share capital account, the aggregate face value of Shares issued and allotted by it pursuant to Clause 5.4.1 of the Scheme and credit to Capital Reserve account, the excess of the aggregate value of the shares over their face value.

5.5.1.3 The difference being the excess of the net asset value (difference of book value or as the case may be fair value of assets over liabilities) of the Demerged Undertaking 1—transferred to the Transferee Company over the aggregate face value of Shares allotted as per Clause 5.4.1 and capital reserve account, after adjusting all the costs and expenses incurred as per Clause 22 of the Scheme as well as the other costs incidental with the finalization of this Scheme and to put it into operation including expenses in connection with advisory fees, stamp duty charges, meeting expenses, professional fees, consultant fees and any other expenses or charges attributable to the implementation of the Scheme would be credited directly to Capital Reserve. Shortfall, if any, shall be debited to the Goodwill account.

5.5.1.4 If considered appropriate for the purpose of application of uniform accounting methods and policies between the First Transferor Company and the Transferee Company, the Transferee Company may make



suitable adjustments and adjust the effect thereof in the capital reserve account or as the case may be, to the goodwill Account of the Transferee Company.

5.5.2 In the books of the First Transferor Company:

- 5.5.2.1 Upon the Scheme becoming effective, the First Transferor Company shall reduce the book value of assets and liabilities pertaining to the respective Demerged Undertaking 1 transferred to the Transferee Company.
- 5.5.2.2 The excess of the book value of assets transferred over the book value of liabilities transferred as on the Appointed Date shall be adjusted in the capital reserve account, other reserves and balance, if any, to the credit balance of Profit & loss account of the First Transferor Company as may be decided by its Board of Directors with effect from the Appointed Date.
- 5.5.2.3 In case of excess of the book value of liabilities transferred over the book value of assets transferred as on the Appointed Date shall be directly credited to the Capital reserve account of the First Transferor Company.



**PART C**

**Demerger of the 'Demerged Undertaking 2' of the Second Transferor Company into the Transferee Company.**

**6. TRANSFER AND VESTING OF DEMERGED UNDERTAKING 2**

**6.1 Transfer of Assets**

- 6.1.1 Upon coming into effect of this Scheme and with effect from the Appointed Date, the Demerged Undertaking 2 of Second Transferor Company shall, subject to the provisions of this Scheme and pursuant to the provisions of Sections 391 to 394, and all other applicable provisions of the Act, and pursuant to the orders of the High Court or any other appropriate authority sanctioning the Scheme and without any further act, instrument, deed, registration, matter or thing, be and stand transferred to and vested in and/ or be deemed to be transferred to and vested in the Transferee Company, as a going concern in accordance with Section 2(19AA) of the Income-tax Act,

so as to become the business, assets, properties and liabilities of the Transferee Company, along with the securities, mortgages, charges, encumbrances or liens, if any, existing as on the Effective Date, as set out more specifically in this Scheme;

- 6.1.2 In respect of such movable assets comprised in the Demerged Undertaking 2, that are capable of transfer by manual delivery or by paying over or by endorsement and delivery, or transfer by vesting and recorded pursuant to this Scheme, the same shall be so transferred, delivered or endorsed and delivered, as the case may be, to the Transferee Company to the end and intent that the same shall stand transferred and vested in the Transferee Company, on such delivery or endorsement and delivery without requiring any deed or instrument of conveyance for the same and shall become the property of the Transferee Company. Such delivery and transfer shall be made on a date mutually agreed upon between the Board of Directors of the Second Transferor Company and the Transferee Company;
- 6.1.3 In respect of any movable assets comprising or pertaining to the Demerged Undertaking 2 other than those mentioned in Clause 6.1.2 above, if so required by the Transferee Company and if deemed fit and necessary by the Transferee Companies in its/their sole discretion, which discretion shall be reasonably exercised, the Second Transferor Company shall issue notices stating that pursuant to the High Court having sanctioned this Scheme under Section 394 of the Act, the relevant movable asset pertaining to the Demerged Undertaking 2 stands transferred and vested in the Transferee Company. All the investments ( other than noncurrent investments) made by the Second Transferor Company in relation to the Demerged Undertaking 2 shall, pursuant to the provisions of this Scheme, without any further act or deed, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company;
- 6.1.4 The immovable assets comprised in the Demerged Undertaking 2, shall, to the extent set out in 3.9.1 hereinabove, stand legally transferred to the Transferee Company on leave and license basis in the manner provided therein with effect from the Appointed Date under and pursuant to order of the High Court approving this Scheme, without requiring the execution or registration of any other deed or document or instrument of conveyance, and the order of the High Court shall for all purposes be treated as the instrument conveying such properties and assets to Transferee Company.





- 6.1.5 All approvals, authorizations, memberships, subscriptions, consents, permits, rights, entitlements, allotments, authorities, municipal and other statutory permissions, licenses, registrations, powers and facilities of every kind, nature and description whatsoever or the benefits thereof, as the case maybe, including but not limited to the rights to use and avail of telephone, telexes, facsimile connection and installations, utilities, power lines (including but not limited to 22KV power feeder(s) from Maharashtra State Electricity Distribution Company Limited), electricity and other services, provisions, funds, benefits of all agreements, grants, special incentive schemes and any other incentive schemes formulated by Central or State Government or Local Bodies, other records, insurance policies and all other interest, subsidies, concessions, exemptions, remissions, tax deducted at source, tax deferrals in connection with or relating to Demerged Undertaking 2 shall be transferred to and vested in the Transferee Company while all other approvals and permits obtained and in the name of the Second Transferor Company pertaining to the Remaining Undertaking 2 shall continue to be retained, vested, held and owned by the Second Transferor Company.
- 6.1.6 All approvals and permits common and applicable to both the Demerged Undertaking 2 and Remaining Undertaking 2 shall be deemed to be vested and owned jointly for the benefit of the Second Transferor Company and the Transferee Company. The originals of such approvals shall be held jointly in escrow with a mutually appointed escrow agent. Without prejudice to the aforesaid, the notarized copies of the approvals held by the Transferee Company shall for all practical purposes deemed to be the original approvals and shall be given effect to accordingly by all government and other authorities. It is clarified that the Demerged Undertaking 2 are being transferred to and vested in the Transferee Company as going concerns without any break or interruption in operations thereof and that certain approvals, permits and consents are applicable, pertain to and are common to both the Remaining Undertaking 2 and the Demerged Undertaking 2, the Demerged Undertaking 2 shall be entitled to the benefit of all such licenses, permissions, approvals, consents, registrations and no-objections to the limited extent as may be required by the Transferee Company to carry on and continue the operations of the Demerged Undertaking 2 on the basis of the same, upon this Scheme being effective and the Transferee Company undertakes to comply with each of the terms and conditions of such approvals, consents, authorizations, permits, etc.
- 6.1.7 All data, patents, patent rights applications, trademarks, trade names, knowhow, content, software, manuals, copyrights, brand name and other



intellectual properties and rights of any nature whatsoever and licenses, assignments, grants in respect thereof, granted to the Second Transferor Company specifically for the Demerged Undertaking 2 shall stand transferred to and vested in and/or be deemed to be and stand transferred to and vested in Transferee Company subject to the provisions of this Scheme, and in accordance with the provisions of the relevant laws from the Effective Date.

- 6.1.8 All existing and future incentives, unavailed credits and exemptions and other statutory benefits including income tax benefits (including MAT credit), excise (including MODVAT/ CENVAT credit), customs, VAT, sales tax, service tax, privileges, liberties, easements, contract advantages, benefits, quota rights, incentives, incentive schemes and policies, tax deferrals, subsidies, concessions including sales tax concessions, grants, rights, claims, leases, tenancy rights, liberties and special status benefits granted to the Second Transferor Company of whatsoever nature and where-so-ever situated belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by Second Transferor Company and relating to the Demerged Undertaking 2, shall stand transferred to and vested in and/or be deemed to be transferred to and vested in the Transferee Company pursuant to the provisions of Section 394 of the Act and subject to the provisions of this Scheme, and in accordance with the provisions of the relevant laws. The aforesaid benefits to which the Second Transferor Company are entitled to and which pertain to the Demerged Undertaking 2 whether granted to it prior to or after the Effective Date, shall be transferred and claimed by the Transferee Company and these shall relate back to the Appointed Date and as if the Transferee Company was originally entitled to all benefits under such incentives schemes and/or policies, subject to continued compliance by the Transferee Company of all the terms and conditions subject to which the benefits under the incentive schemes were made available to the Second Transferor Company. It is clarified that where applications have been made by the Second Transferor Company seeking any concession or exemption from any person or party whatsoever including any government or other authority relating to the Demerged Undertaking 2, then such applications shall remain alive as on the Effective Date for the benefit of the Transferee Company and shall be considered by such persons (to whom applications are made) as though the same were made by the Transferee Company.

The intellectual property contained in the word "Pudumjee" and all registered trademarks and copy rights in relation thereto shall be continued to be used by the Second Transferor Company together with the Transferee Company till such



time as the Transferee Company uses the premises in Pune belonging to the Second Transferor Company for the purposes of carrying on its business.

**6.2 Transfer of Liabilities:**

- 6.2.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date all debts and liabilities of the Second Transferor Company specifically for the Demerged Undertaking 2 including all secured and unsecured debts (in whatsoever currency), liabilities (including contingent liabilities), duties and obligations of every kind, nature and description whatsoever whether present or future, and howsoever arising, along with any charge, encumbrance, lien or security thereon (herein referred to as the "Liabilities") shall, pursuant to the sanction of this Scheme by the High Court and under the provisions of Sections 391 to 394 of the Act and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company, to the extent they are outstanding on the Effective date so as to become as and from the Appointed Date the Liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Companies, and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Liabilities have arisen in order to give effect to the provisions of this Clause 6.2.
- 6.2.2 Where any such debts, liabilities, duties and obligations of the Second Transferor Company as on the Appointed date have been discharged by such Second Transferor Company on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to be for and on account of the Transferee Company upon the coming into effect of this Scheme.
- 6.2.3 All loans raised and utilized and all liabilities, duties and obligations incurred or undertaken by the Transferor Companies specifically for Demerged Undertaking 2 to or after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the effective date, shall, upon the coming into effect of this Scheme and under the provisions of Sections 391 to 394 of the Act, without any further act, instrument or deed be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company



and shall become the loans and liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.

- 6.2.4 Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time from the Appointed Date to the Effective Date become due between the Second Transferor Company and the Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and the appropriate effect shall be given in the books of accounts and records of the Transferee Company.

### 6.3 Encumbrances

- 6.3.1 The transfer and vesting of the assets comprised in the Demerged Undertaking 2 to the Transferee Company under Clause 6.1 of this Scheme shall be subject to the Encumbrances, if any, affecting the same as hereinafter provided.

- 6.3.2 All Encumbrances, if any, existing prior to the Effective Date solely over the assets of the Demerged Undertaking 2 shall, after the Effective Date, without any further act, instrument or deed, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date, provided that if any of the assets of the Demerged Undertaking 2 have not been Encumbered, such assets shall remain unencumbered and the existing Encumbrance referred to above shall not be extended to and shall not operate over such assets. Further, such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.

- 6.3.3 In respect of any encumbrance in respect of the loans, borrowings, debts and liabilities of the Second Transferor Company which in part is connected with the Demerged Undertaking 2 ("Transferred Liabilities"), upon the coming into effect of this Scheme and with effect from the Appointed Date subject to the approvals of those lenders in terms of detailed agreements to be executed with such lenders, such encumbrance shall, in terms of the understanding be



extended to and shall operate only over the assets comprised in the Demerged Undertaking 2 which may have been encumbered in respect of the Transferred Liabilities as transferred to the Transferee Company pursuant to this Scheme. For the avoidance of doubt, it is hereby clarified that in so far as the assets comprising the Remaining Undertaking are concerned, the encumbrance, if any, over such assets relating to the Transferred Liabilities, as and from the Appointed Date and in terms of the agreement with the lenders, such assets be released and discharged from the obligations and encumbrances relating to the same. Further, in so far as the assets comprised in the Demerged Undertaking 2 are concerned, the encumbrance over such assets relating to any loans, borrowings or other debts which are not transferred to the Transferee Company pursuant to this Scheme and which shall continue with the Remaining Undertaking 2 shall without any further act or deed be released from such encumbrance and shall no longer be available as security in relation to such liabilities with effect from the Appointed Date and upon the coming into effect of this Scheme.

- 6.3.4 Provided always that this Scheme shall not operate to enlarge the security from any loan, deposit or facility created by the Second Transferor in relation to the Demerged Business by virtue of this Scheme and the Transferee Company shall not be obliged to create any further or additional security therefore after the Scheme has become operative unless otherwise agreed by and between the Second Transferor Company and the lenders.
- 6.3.5 Upon the effectiveness of the Scheme, the Second Transferor and the Transferee Company shall in terms of the agreement with the said lenders, execute any instrument or document and/or do all such acts or deeds as may be required, including filing of necessary particulars and/or modification of the charge, if any, with the respective Registrar of Companies to give formal effect to the provisions of this Clause.
- 6.3.6 The existing Encumbrances over the other assets and properties of the Transferee Company or any part thereof which relate to the Liabilities of the Transferee Company prior to the Effective Date shall continue to relate to such assets and properties and shall not extend or attach to any of the assets and properties of the Demerged Undertaking 2 transferred to and vested in the Transferee Company by virtue of this Scheme.
- 6.3.7 Any reference in any security documents or arrangements (to which the Transferor Company is a party) to the Demerged Undertaking 2 and their



respective assets and properties shall be construed as a reference to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferee Company may execute any instruments or documents or do all the 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.

6.3.8 Upon the coming into effect of this Scheme, the Transferee Company shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of this Scheme.

6.3.9 It is expressly provided that, save as herein provided, no other term or condition of the Liabilities transferred to the Transferee Company is amended by virtue of this Scheme except to the extent that such amendment is required statutorily.

6.3.10 The provisions of this clause 6.3 shall operate notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings or the terms of sanction or issue or any security document shall stand modified and/or superseded by the foregoing provisions.

#### 6.4 Consideration

6.4.1 Upon the coming into effect of this Scheme and in consideration of the transfer and vesting of the Demerged Undertaking 2 in the Transferee Company in terms of this Scheme, the Transferee Company shall, without any further application, act, instrument or deed, issue and allot on proportionate basis equity shares to members of the Second Transferor Company, in the Transferee Company, in the ratio of 9 (Nine Only) equity shares (of the fair value of Rs.20/- as determined in the Valuation Report issued by SSPA & Co., Chartered Accountants) of the face value of Re 1/- (Rupee One Only) each (credited as fully paid up) of the Transferee Company for every 20 (Twenty Only) equity shares of the face value of Rs.20/- (Rupees Two Only) each (credited as fully paid up) held by such member in the Second Transferor Company on record date. In case any member's shareholding in the Demerged Company is such that such member becomes entitled to a fraction of one equity share of the Transferee Company, the Transferee Company will not issue fractional share certificate to such member and will consolidate such



fractions and issue the consolidated shares to a trustee nominated by the Board of the Demerged Company in that behalf, who will sell such shares and distribute the net sale proceeds (after deduction of the expenses incurred) to such members in proportion to their respective fractional entitlements. During consolidation of the fractional shares, if the sum of such fractional shares is not a whole integer, the Transferee Company will issue such additional fractional share to the trustee, such that the total shares so issued shall be rounded off to the next whole integer.

- 6.4.2 Upon this Scheme becoming effective, the issued, subscribed and paid-up share capital of the Transferee Company shall stand suitably increased consequent upon the issuance of new equity shares in accordance with Clause 6.4.1 above. It is clarified that no special resolution under Section 62(1)(c) of the Companies Act, 2013 shall be required to be passed by the Transferee Company separately in a general meeting for issue of shares to the members of the Demerged Undertaking 2 under this Scheme and on the shareholders of the Transferee Company approving this Scheme, it shall be deemed that they have given their consent to the issue of equity shares of the Transferee Company to the members of the Second Transferor Company in accordance with Clause 6.4.1 above.
- 6.4.3 The equity shares issued and allotted by the Transferee Company in terms of this Scheme shall be subject to the provisions of the Memorandum and Articles of Association of the Transferee Company and shall rank pari passu inter-se in all respects including dividends declared, voting and other rights. The issue and allotment of equity shares of Transferee Company in terms of this Scheme shall be deemed to have been carried out as if the procedure laid down under section 62(1)(c) of the Companies Act, 2013 and any other applicable provisions of the Act have been complied with.
- 6.4.4 The shares issued to the members of the Second Transferor Company by the Transferee Company pursuant to Clause 6.4 above shall be credited to the depository account of the members, unless otherwise notified in writing by any member of any of the Second Transferor Company to the Transferee Company on or before such date as may be determined by the Board of Directors of the Transferee Company or a committee thereof. In the event that such notice has not been received by the Transferee Company in respect of any of the members of any Second Transferor Company, the shares shall be credited to the depository account of the members provided that the members of the Second Transferor Company shall be required to have an account with a depository participant and shall be required to provide details



thereof and such other confirmations as may be required. It is only thereupon that the Transferee Company shall issue and directly credit to the account of such member the relevant shares of the Transferee Company. In the event that the Transferee Company has received notice from any member that shares are to be issued in certificate form or if any member has not provided the requisite details relating to his/her/its account with a depository participant or other confirmations as may be required, then the Transferee Company shall issue shares in certificate form to such member.

- 6.4.5 In the event of there being any pending share transfers, whether lodged or outstanding, of any member of any of the Second Transferor Company, the Board of Directors of the Transferee Company shall be empowered in appropriate cases, prior to or even subsequent to the Record date, to effectuate such a transfer as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor / transferee of the shares in the Second Transferor Company and in relation to the shares issued by the Transferee Company after the effectiveness of this Scheme. The Board of Directors of the Transferee Company shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new shareholders in the Transferee Company.
- 6.4.6 The equity shares issued and allotted by the Transferee Company in terms of this Scheme shall rank pari passu in all respects with the then existing equity shares of the Transferee Company.
- 6.4.7 The equity shares of the Transferee Company will be listed and / or admitted to trading on the NSE Limited and BSE Limited. Accordingly, the Transferee Company shall take steps for listing simultaneously on BSE Limited & NSE Limited within a reasonable period from the Effective Date. The Transferee Company undertakes that there shall be no change in the shareholding pattern or control in the Transferee Company between the Record Date and the listing which may affect the status of the approvals granted by the NSE Limited and the BSE Limited.
- 6.4.8 The shares allotted pursuant to this Scheme shall remain frozen in the depositories system till relevant directions in relation to listing / trading are given by the Stock Exchanges.

6.5 Accounting Treatment:





**6.5.1 In the books of the Transferee Company:**

- 6.5.1.1** The Transferee Company shall, upon the Scheme becoming effective, record the assets and liabilities of the Demerged Undertaking 2 vested in it pursuant to this Scheme, at their respective book values, as appearing in the books of the Second Transferor Company at its closure on the day immediately preceding the Appointed Date.
- 6.5.1.2** The Transferee Company shall credit to the share capital account, the aggregate face value of Shares issued and allotted by it pursuant to Clause 6.4.1 of the Scheme and credit to Capital Reserve account, the excess of the aggregate value of the shares over their face value.
- 6.5.1.3** The difference being the excess of the net asset value (difference of book value or as the case may be fair value of assets over liabilities) of the Demerged Undertaking 2 transferred to the Transferee Company over the aggregate face value of Shares allotted as per Clause 6.4.1 and Capital Reserve after adjusting all the costs and expenses incurred as per Clause 22 of the Scheme as well as the other costs incidental with the finalization of this Scheme and to put it into operation including expenses in connection with advisory fees, stamp duty charges, meeting expenses, professional fees, consultant fees and any other expenses or charges attributable to the implementation of the Scheme would be credited directly to Capital Reserve. Shortfall, if any, shall be debited to the Goodwill account.
- 6.5.1.4** If considered appropriate for the purpose of application of uniform accounting methods and policies between the Second Transferor Company and the Transferee Company, the Transferee Company may make suitable adjustments and adjust the effect thereof in the capital reserve account or as the case may be, to the goodwill Account of the Transferee Company.

**6.5.2 In the books of the Second Transferor Company:**

- 6.5.2.1** Upon the Scheme becoming effective, the Second Transferor Company shall reduce the book value of assets and liabilities pertaining to the respective Demerged Undertaking 2 transferred to the Transferee Company.



- 6.5.2.2 The excess of the book value of assets transferred over the book value of liabilities transferred as on the Appointed Date shall be adjusted in the capital reserve account and other reserves and balance if any, to the credit balance of the Profit & Loss account of the Second Transferor Company as may be decided by its Board of Director with effect from the Appointed Date.
- 6.5.2.3 In case of excess of the book value of liabilities transferred over the book value of assets transferred as on the Appointed Date shall be credited to the Capital reserve account of the Second Transferor Company.

#### PART D

#### Demerger of the 'Demerged Undertaking 3' of the Third Transferor Company into the Transferee Company.

### 7. TRANSFER VESTING OF DEMERGED UNDERTAKING 3

#### 7.1 Transfer of Assets:

- 7.1.1 Upon coming into effect of this Scheme and with effect from the Appointed Date, the Demerged Undertaking 3 of the Third Transferor Company shall, subject to the provisions of this Scheme and pursuant to the provisions of Sections 391 to 394, and all other applicable provisions of the Act, and pursuant to the orders of the High Court or any other appropriate authority sanctioning the Scheme and without any further act, instrument, deed, registration, matter or thing, be and stand transferred to and vested in and/ or be deemed to be transferred to and vested in the Transferee Company, as a going concern in accordance with Section 2(19AA) of the Income-tax Act, so as to become the business, assets, properties and liabilities of the Transferee Company, along with the securities, mortgages, charges, encumbrances or liens, if any, existing as on the Effective Date, as set out more specifically in this Scheme;
- 7.1.2 In respect of such movable assets comprised in the Demerged Undertaking 3, that are capable of transfer by manual delivery or by paying over or by endorsement and delivery, or transfer by vesting and recorded pursuant to this Scheme, the same shall be so transferred, delivered or endorsed and delivered, as the case may be, to the Transferee Company to the end and intent that the same shall stand transferred and vested in the Transferee



Company, on such delivery or endorsement and delivery without requiring any deed or instrument of conveyance for the same and shall become the property of the Transferee Company. Such delivery and transfer shall be made on a date mutually agreed upon between the Board of Directors of the Third Transferor Company and the Transferee Company;

- 7.1.3 In respect of any movable assets comprising or pertaining to the Demerged Undertaking 3 other than those mentioned in Clause 7.1.2 above, if so required by the Transferee Company and if deemed fit and necessary by the Transferee Company in its/their sole discretion, which discretion shall be reasonably exercised, the Third Transferor Company shall issue notices stating that pursuant to the High Court having sanctioned this Scheme under Section 394 of the Act, the relevant movable asset pertaining to the Demerged Undertaking 3 stands transferred and vested in the Transferee Company. All the investments (other than noncurrent) made by the Third Transferor Company in relation to the Demerged Undertaking 3 shall, pursuant to the provisions of this Scheme, without any further act or deed, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company;
- 7.1.4 All approvals, authorizations, memberships, subscriptions, consents, permits, rights, entitlements, allotments, authorities, municipal and other statutory permissions, licenses, registrations, powers and facilities of every kind, nature and description whatsoever or the benefits thereof, as the case maybe, including but not limited to the rights to use and avail of telephone, telexes, facsimile connection and installations, utilities, power lines, electricity and other services, provisions, funds, benefits of all agreements, grants, special incentive schemes and any other incentive schemes formulated by Central or State Government or Local Bodies, other records, insurance policies and all other interest, subsidies, concessions, exemptions, remissions, tax deducted at source, tax deferrals in connection with or relating to Demerged Undertaking 3 shall be transferred to and vested in the Transferee Company while all other approvals and permits obtained and in the name of the Third Transferor Company pertaining to the Remaining Undertaking 3 shall continue to be retained, vested, held and owned by the Third Transferor Company.
- 7.1.5 All approvals and permits common and applicable to both the Demerged Undertaking 3 and Remaining Undertaking 3 shall be deemed to be vested and owned jointly for the benefit of the Third Transferor Company and the Transferee Company. The originals of such approvals shall be held jointly in



escrow with a mutually appointed escrow agent. Without prejudice to the aforesaid, the notarized copies of the approvals held by the Transferee Company shall for all practical purposes deemed to be the original approvals and shall be given effect to accordingly by all government and other authorities. It is clarified that the Demerged Undertaking 3 is being transferred to and vested in the Transferee Company as going concerns without any break or interruption in operations thereof and that certain approvals, permits and consents are applicable, pertain to and are common to both the Remaining Undertaking 3 and the Demerged Undertaking 3, the Demerged Undertaking 3 shall be entitled to the benefit of all such licenses, permissions, approvals, consents, registrations and no-objections to the limited extent as may be required by the Transferee Company to carry on and continue the operations of the Demerged Undertaking 3 on the basis of the same, upon this Scheme being effective and the Transferee Company undertakes to comply with each of the terms and conditions of such approvals, consents, authorizations, permits, etc.



- 7.1.6 All data, patents, patent rights applications, trademarks, trade names, knowhow, content, software, manuals, copyrights, brand name and other intellectual properties and rights of any nature whatsoever and licenses, assignments, grants in respect thereof, granted to the Third Transferor Company specifically for the Demerged Undertaking 3 shall stand transferred to and vested in and/or be deemed to be and stand transferred to and vested in Transferee Company subject to the provisions of this Scheme, and in accordance with the provisions of the relevant laws from the Effective Date.
- 7.1.7 All existing and future incentives, unavailed credits and exemptions and other statutory benefits including income tax benefits, excise (including MODVAT/ CENVAT credit), customs, VAT, sales tax, service tax, privileges, liberties, easements, contract advantages, benefits, quota rights, incentives, incentive schemes and policies, tax deferrals, subsidies, concessions including sales tax concessions, grants, rights, claims, leases, tenancy rights, liberties and special status benefits granted to the Third Transferor Company of whatsoever nature and where-so-ever situated belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by Third Transferor Company and relatable to the Demerged Undertaking 3, shall stand transferred to and vested in and/or be deemed to be transferred to and vested in the Transferee Company pursuant to the provisions of Section 394 of the Act and subject to the provisions of this Scheme, and in accordance with the provisions of the

relevant laws. The aforesaid benefits to which the Third Transferor Company are entitled to and which pertain to the Demerged Undertaking 3 whether granted to it prior to or after the Effective Date, shall be transferred and claimed by the Transferee Company and these shall relate back to the Appointed Date and as if the Transferee Company was originally entitled to all benefits under such incentives schemes and/or policies, subject to continued compliance by the Transferee Company of all the terms and conditions subject to which the benefits under the incentive schemes were made available to the Third Transferor Company. It is clarified that where applications have been made by the Third Transferor Company seeking any concession or exemption from any person or party whatsoever including any government or other authority relating to the Demerged Undertaking3, then such applications shall remain alive as on the Effective Date for the benefit of the Transferee Company and shall be considered by such persons (to whom applications are made) as though the same were made by the Transferee Company.

The intellectual property contained in the word "Pudumjee" and all registered trademarks and copy rights in relation thereto shall be continued to be used by the Third Transferor Company together with the Transferee Company till such time as the Transferee Company uses the premises in Pune belonging to the First and Second Transferor Company for the purposes of carrying on its business.



## 7.2 Transfer of Liabilities:

- 7.2.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date all debts and liabilities of the Third Transferor Company specifically for the Demerged Undertaking3 including all secured and unsecured debts (in whatsoever currency), liabilities (including contingent liabilities), duties and obligations of every kind, nature and description whatsoever whether present or future, and howsoever arising, along with any charge, encumbrance, lien or security thereon (herein referred to as the "Liabilities") shall, pursuant to the sanction of this Scheme by the High Court and under the provisions of Sections 391 to 394 of the Act and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company, to the extent they are outstanding on the Effective date so as to become as and from the Appointed Date the Liabilities of the Transferee Company on the same terms and conditions as were applicable to the Third Transferor

Company, and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Liabilities have arisen in order to give effect to the provisions of this Clause 7.2.

7.2.2 Where any such debts, liabilities, duties and obligations of the Third Transferor Company as on the Appointed date have been discharged by such Third Transferor Company on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to be for and on account of the Transferee Company upon the coming into effect of this Scheme.

7.2.3 All loans raised and utilized and all liabilities, duties and obligations incurred or undertaken by the Third Transferor Company specifically for Demerged Undertaking 3 to or after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the effective date, shall, upon the coming into effect of this Scheme and under the provisions of Sections 391 to 394 of the Act, without any further act, instrument or deed be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company and shall become the loans and liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.

7.2.4 Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time from the Appointed Date to the Effective Date become due between the Third Transferor Company and the Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and the appropriate effect shall be given in the books of accounts and records of the Transferee Company.

### 7.3 Encumbrances

7.3.1 The transfer and vesting of the assets comprised in the Demerged Undertaking 3 to the Transferee Company under Clause 7.1 of this Scheme shall be subject to the Encumbrances, if any, affecting the same as hereinafter provided.



- 7.3.2 All Encumbrances, if any, existing prior to the Effective Date over the assets of the Demerged Undertaking<sup>3</sup> shall, after the Effective Date, without any further act, instrument or deed, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date, provided that if any of the assets of the Demerged Undertaking<sup>3</sup> have not been Encumbered, such assets shall remain unencumbered and the existing Encumbrance referred to above shall not be extended to and shall not operate over such assets. Further, such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.
- 7.3.3 The existing Encumbrances over the other assets and properties of the Transferee Company or any part thereof which relate to the Liabilities of the Transferee Company prior to the Effective Date shall continue to relate to such assets and properties and shall not extend or attach to any of the assets and properties of the Demerged Undertaking<sup>3</sup> transferred to and vested in the Transferee Company by virtue of this Scheme.
- 7.3.4 Any reference in any security documents or arrangements (to which the Third Transferor Company is a party) to the Demerged Undertaking<sup>3</sup> and their respective assets and properties shall be construed as a reference to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferee Company may execute any instruments or documents or do all the 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.
- 7.3.5 Upon the coming into effect of this Scheme, the Transferee Company shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of this Scheme.
- 7.3.6 It is expressly provided that, save as herein provided, no other term or condition of the Liabilities transferred to the Transferee Company is amended by virtue of this Scheme except to the extent that such amendment is required statutorily.
- 7.3.7 The provisions of this clause 7.3 shall operate notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds



or writings or the terms of sanction or issue or any security document shall stand modified and/or superseded by the foregoing provisions.

#### 7.4 Consideration

7.4.1 Upon the coming into effect of this Scheme and in consideration of the transfer and vesting of the Demerged Undertaking 3 in the Transferee Company in terms of this Scheme, the Transferee Company shall, without any further application, act, instrument or deed, issue and allot on proportionate basis equity shares to members of the Third Transferor Company, in the Transferee Company, in the ratio of 7 (Seven Only) equity shares (of the fair value of Rs.20/- as determined in the Valuation Report issued by SSPA & Co., Chartered Accountants) of the face value of Re. 1/- (Rupee One Only) each (credited as fully paid up) of the Transferee Company for every 20 (Twenty Only) equity shares of the face value of Rs.10/- (Rupees Ten Only) each (credited as fully paid-up) held by such member in the Third Transferor Company on record date. In case any member's shareholding in the Demerged Company is such that such member becomes entitled to a fraction of one equity share of the Transferee Company, the Transferee Company will not issue fractional share certificate to such member and will consolidate such fractions and issue the consolidated shares to a trustee nominated by the Board of the Demerged Company in that behalf, who will sell such shares and distribute the net sale proceeds (after deduction of the expenses incurred) to such members in proportion to their respective fractional entitlements. During consolidation of the fractional shares, if the sum of such fractional shares is not a whole integer, the Transferee Company will issue such additional fractional share to the trustee, such that the total shares so issued shall be rounded off to the next whole integer.

7.4.2 Upon this Scheme becoming effective, the issued, subscribed and paid-up share capital of the Transferee Company shall stand suitably increased consequent upon the issuance of new equity shares in accordance with Clause 7.4.1 above. It is clarified that no special resolution under Section 62(1)(c) of the Companies Act, 2013 shall be required to be passed by the Transferee Company separately in a general meeting for issue of shares to the members of the Demerged Undertaking<sup>3</sup> under this Scheme and on the shareholders of the Transferee Company approving this Scheme, it shall be deemed that they have given their consent to the issue of equity shares of the Transferee Company to the members of the Third Transferor Company in accordance with Clause 7.4.1 above.





- 7.4.3 The equity shares issued and allotted by the Transferee Company in terms of this Scheme shall be subject to the provisions of the Memorandum and Articles of Association of the Transferee Company and shall rank pari passu inter-se in all respects including dividends declared, voting and other rights. The issue and allotment of equity shares of Transferee Company in terms of this Scheme shall be deemed to have been carried out as if the procedure laid down under section 62(1)(c) of the Companies Act, 2013 and any other applicable provisions of the Act have been complied with.
- 7.4.4 The shares issued to the members of the Third Transferor Company by the Transferee Company pursuant to Clause 7.4.1 above shall be credited to the depository account of the members, unless otherwise notified in writing by any member of any of the Third Transferor Company to the Transferee Company on or before such date as may be determined by the Board of Directors of the Transferee Company or a committee thereof. In the event that such notice has not been received by the Transferee Company in respect of any of the members of any Third Transferor Company, the shares shall be credited to the depository account of the members provided that the members of the Third Transferor Company shall be required to have an account with a depository participant and shall be required to provide details thereof and such other confirmations as may be required. It is only thereupon that the Transferee Company shall issue and directly credit to the account of such member the relevant shares of the Transferee Company. In the event that the Transferee Company has received notice from any member that shares are to be issued in certificate form or if any member has not provided the requisite details relating to his/her/its account with a depository participant or other confirmations as may be required, then the Transferee Company shall issue shares in certificate form to such member.
- 7.4.5 In the event of there being any pending share transfers, whether lodged or outstanding, of any member of any of the Third Transferor Company, the Board of Directors of the Transferee Company shall be empowered in appropriate cases, prior to or even subsequent to the Record date, to effectuate such a transfer as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor / transferee of the shares in the Third Transferor Company and in relation to the shares issued by the Transferee Company after the effectiveness of this Scheme. The Board of Directors of the Transferee Company shall be empowered to remove such difficulties as may arise in the



course of implementation of this Scheme and registration of new shareholders in the Transferee Company.

- 7.4.6 The equity shares issued and allotted by the Transferee Company in terms of this Scheme shall rank pari passu in all respects with the then existing equity shares of the Transferee Company.
- 7.4.7 The equity shares of the Transferee Company will be listed and / or admitted to trading on the BSE Limited and NSE Limited. Accordingly, the Transferee Company shall take steps for listing simultaneously on BSE Limited and NSE Limited within a reasonable period from the Effective Date. The Transferee Company undertakes that there shall be no change in the shareholding pattern or control in the Transferee Company between the Record Date and the listing which may affect the status of the approvals granted by the NSE Limited and the BSE Limited.
- 7.4.8 The shares allotted pursuant to this Scheme shall remain frozen in the depositories system till relevant directions in relation to listing / trading are given by the Stock Exchanges.

7.5 Accounting Treatment:

7.5.1 In the books of the Transferee Company:

- 7.5.1.1 The Transferee Company shall, upon the Scheme becoming effective, record the assets and liabilities of the Demerged Undertaking 3 vested in it pursuant to this Scheme, at their respective book values, as appearing in the books of the Third Transferor Company at its closure on the day immediately preceding the Appointed Date.
- 7.5.1.2 The Transferee Company shall credit to the share capital account, the aggregate face value of Shares issued and allotted by it pursuant to Clause 7.4.1 of the Scheme and credit to Capital Reserve account, the excess of the aggregate value of the shares over their face value.
- 7.5.1.3 The difference being the excess of the net asset value (difference of book value or as the case may be fair value of assets over liabilities) of the Demerged Undertaking<sup>3</sup> transferred to the Transferee Company over the aggregate face value of Shares allotted as per Clause 7.4.1 and Capital Reserve after adjusting all the costs and expenses incurred as per Clause 22 of the Scheme as well as the other costs incidental with



the finalization of this Scheme and to put it into operation including expenses in connection with advisory fees, stamp duty charges, meeting expenses, professional fees, consultant fees and any other expenses or charges attributable to the implementation of the Scheme would be recorded directly to Capital Reserve. Shortfall, if any, shall be debited to the Goodwill account.

7.5.1.4 If considered appropriate for the purpose of application of uniform accounting methods and policies between the Third Transferor Company and the Transferee Company, the Transferee Company may make suitable adjustments and adjust the effect thereof in the capital reserve Account of the Transferee Company.

7.5.2 In the books of the Third Transferor Company:

7.5.2.1 Upon the Scheme becoming effective, the Third Transferor Company shall reduce the book value of assets and liabilities pertaining to the respective Demerged Undertaking<sup>3</sup> transferred to the Transferee Company.

7.5.2.2 The excess of the book value of assets transferred over the book value of liabilities transferred as on the Appointed Date shall be debited to Goodwill account of the Third Transferor Company.

7.5.2.3 In case of excess of the book value of liabilities transferred over the book value of assets transferred as on the Appointed Date shall be credited to the Capital reserve account of the Third Transferor Company.

## PART E

### Provisions common to the Transferor Companies

8. The excess of the aggregate value of the shares, issued by the Transferee Company pursuant to Clauses 5.4.1, 6.4.1 and 7.4.1 hereinabove, over their face value credited to the capital reserve account will be treated as part of paid-up share capital for the purposes of Chapter V of the Companies Act, 2013 and Companies (Acceptance of Deposit) Rules, 2014.

9. Conduct of Business of the Demerged Undertakings till the Effective Date: With effect from Appointed Date and up to and including the Effective Date:

- 9.1 The Transferor Companies shall be deemed to have been carrying on and shall carry on the business and activities relating to the Demerged Undertakings for and on behalf of Transferee Company with reasonable diligence, business prudence and shall not, except in the ordinary course of business or without prior written consent of the Transferee Company, alienate, charge, mortgage, encumber or otherwise deal with or dispose of Demerged Undertakings or any part thereof.
- 9.2 Any of the rights, powers, authorities, privileges related or pertaining to the Demerged Undertakings exercised by the Transferor Companies shall be deemed to have been exercised by the Transferor Companies for and on behalf of, and in trust for and as an agent of the Transferee Company.
- 9.3 All loans raised and used and all debts, duties, undertakings, liabilities and obligations incurred or undertaken by the Transferor Companies in relation to or in connection with and/or insofar as they relate to the operation of the Demerged Undertakings prior to the Effective Date or Appointed Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and, to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of the Scheme, pursuant to the provisions of the Act, without any further act, instrument or deed be and stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company and shall become the loans, debt, duties, undertakings, liabilities and obligations of the Transferee Company which shall meet, discharge and satisfy the same.
- 9.4 With effect from the Appointed Date, all taxes, duties, cess paid in advance or payable by the Transferor Companies relating to the Demerged Undertakings and all or any advance tax paid including MAT credit, refunds / credit / claims relating thereto shall be treated as the liability or refund / credit / claims, as the case may be, of the Transferee Company. The Transferee Company shall be entitled to file / revise its tax returns, TDS certificates, TDS returns and other statutory returns, if required and shall have the right to claim refund / credits and / or set off all amounts paid by the Transferor Companies in relation to the Demerged Undertakings under the relevant income tax, sales tax, service tax or any other tax laws. The right to make such revisions in the tax returns and to claim refunds / credits is expressly reserved in favor of the Transferee Company.



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

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

10. Staff, Workmen & Employees:

10.1 On the Scheme becoming effective, all staff, workmen and employees on the rolls of or engaged by the Transferor Companies for the Demerged Undertakings, in service on the Effective Date, shall be deemed to have ceased to be employees of Transferor Companies and shall be deemed to have become staff, workmen and employees of Transferee Company, with effect from the Appointed Date, without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with Transferee Company shall not be less favourable or on the same terms and conditions than those applicable to them with reference to Transferor Companies immediately preceding the transfer.

10.2 All benefits including Provident Fund, Gratuity Fund, Superannuation Fund or any other special fund, if any, created or existing for the benefit of such employees of the Demerged Undertakings, on and from the Effective Date, Transferee Company shall stand substituted for Transferor Companies as the case may be for all the purposes of administration or operation of such funds in accordance with provisions of such funds, or in relation to the obligation to make contributions to the said fund or funds, according to the terms provided in the respective trust deeds or other documents, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Companies in relation to such fund or funds shall become those of the Transferee Company. It is clarified that the services of such employees of the Demerged Undertakings will be treated as having been continuous and not interrupted for the purposes of such funds.

11. Legal Proceedings



11.1 All legal proceedings of whatsoever nature, whether pending or threatened, by or against the Transferor Companies pending at the Appointed Date and or arising after the Appointed Date or to which the Transferor Companies is/are a party whether as a petitioner, applicant, plaintiff or a defendant, respondent and which relates and pertains to both the Demerged Undertakings and the Remaining Undertakings, shall be the joint responsibility and liability of both, the Transferee Company and the Transferor Companies and shall be jointly defended by both the Transferee Company and the Transferor Companies and be enforced by or against Transferee Company and the Transferor Companies in the manner and to the same extent as would or might have been continued and enforced by or against Transferor Companies. The Transferor Companies shall within a period of 180 (One Hundred and Eighty) days from the Effective Date undertake and ensure that the Transferee Company is included as a party in each of the disputes, proceedings, litigations, etc. pertaining to the Demerged Undertakings and to which the Transferor Companies is a party.

11.2 The Transferor Companies shall not be liable or be under any obligation or be responsible for any legal proceedings of any nature whatsoever in relation to the Demerged Undertakings and/ or any costs, charges, expenses, fees etc. thereof after the Effective Date.

11.3 Notwithstanding the above, in case the proceedings referred to in Clause 11.1 above cannot be transferred for any reason as a result of any applicable laws, the Transferor Companies shall defend the same, and thereupon the Transferee Company shall reimburse, indemnify, and hold harmless the Transferor Companies against all liabilities and obligations incurred by the Transferor Companies in respect thereof.

11.4 After the Effective Date, any question that may arise as to whether a specific litigation pertains or does not pertain to the Demerged Undertakings and/ or the Remaining Undertakings shall be as mutually decided by the Board of Directors of the Transferor Companies and the Transferee Company.

12. Contracts, Deeds, etc.:

12.1 Subject to the other provisions of this Scheme, all contracts, agreements, insurance policies, purchase orders and sales orders and other instruments, relating solely and specifically to the Demerged Undertakings and to which Transferor Companies are a party and subsisting or having effect on the Effective Date, shall stand transferred and vested in the Transferee Company and shall be in full force and effect against or in favour of the Transferee Company, and shall



be enforced by or against the Transferee Company as fully and effectually as if, instead of Transferor Companies, Transferee Company had been a party or beneficiary or obligee thereto from inception. All contracts, deeds, bonds, agreement and other instruments pertaining to the Remaining Undertakings shall be in the custody and ownership of the Transferor Companies and all such contracts, deeds, bonds, agreement, insurance policies and other instruments that are common and applicable to the Demerged Undertakings and the Remaining Undertakings shall be owned and vested jointly in and to the benefit of both the Transferor Companies and the Transferee Company and all originals pertaining to the contracts shall be kept in the custody and ownership of the Transferor Companies and the notarized copies of the contracts so held by the Transferee Company shall for all practical purposes deemed to be the original contracts and shall be given effect to accordingly. The Transferor Companies and Transferee Company undertake to comply with and fulfill all obligations under such contracts applicable to both entities including the obligations to make payments in mutually agreed proportions.

12.2 Upon this Scheme being effective, all contracts, work orders, purchase orders and sales orders insurance policies that are applicable, pertain to and are common to the Remaining Undertakings and Demerged Undertakings, the Transferor Companies and the Transferee Company shall within a reasonable period of time from the Effective Date modify, revise, amend the existing contracts, execute fresh contracts to remove all entitlements, benefits and obligations relating to and pertaining to the Demerged Undertakings, and the Transferee Company shall execute separate contracts, deeds, instruments for its sole use and benefit. Until such time as the contracts as set out above are modified, the Transferee Company is entitled to the benefit of such contracts to the limited extent required to carry on and continue the operations of the Demerged Undertakings on the basis of the same and the Transferee Company shall make all payments necessary and pertaining to the Demerged Undertakings and reimburse, indemnify, and hold harmless the Transferor Companies against all liabilities and obligations incurred by the Transferor Companies in respect thereof.

12.3 The Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, enter into and/or issue and/or execute deeds, writings or confirmations or enter into any arrangements, confirmations or novations, or other writings or tripartite arrangements with any party to any contracts or arrangement to which Transferor Companies are a party or any writings as may be necessary to be executed in order to give formal effect to the provisions of



this Scheme. Transferor Companies will, if necessary, also be a party to the above as a confirming party, but without any liability whatsoever. In order to enable Transferee Company to execute any such deeds, writings or confirmations on behalf of Transferor Companies and to implement or carry out all formalities required in this Scheme, Transferor Companies and Transferee Company shall, under the provisions of this Scheme, on a mutual agreement basis from time to time enter into such documents as may be required. The Transferor Companies and the Transferee Company will do all acts, deeds, matters and things and execute all the necessary deeds, documents and writings as may be required to implement and give effect to the provisions of this Scheme including attend the offices of the concerned Sub-Registrar of Assurances to admit execution and registration of any agreements or other documents that may be required to be registered and do all necessary acts, deeds and matters and things as may be necessary for the same.

13. Saving of Concluded Transactions & Proceedings:

The transfer of and vesting of the assets, liabilities and obligations of the Demerged Undertaking 1 and/or the Demerged Undertaking 2 and/or Demerged Undertaking 3 under this Scheme, shall not affect any transaction or proceedings already concluded by the Transferor Companies on or before the Appointed Date in respect of the Demerged Undertakings, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Companies in respect of the Demerged Undertakings which shall vest in the Transferee Company in terms of this Scheme as acts, deeds and things made, done and executed by and on behalf of the Transferee Company.

14. Dividends:

- 14.1 The Transferor Companies and the Transferee Company shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period to the Effective date as approved by their Respective Boards.
- 14.2 The shareholders of the Transferor Companies and the Transferee Company shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective Articles of Association including the right to receive dividends.





14.3 For the avoidance of doubt, it is hereby clarified that nothing in this Scheme shall prevent Transferee Company from declaring and paying dividends, whether interim or final, to its equity shareholders as on the record date for the purpose of dividend and the shareholders of the Transferor Companies shall not be entitled to dividends, if any, declared by Transferee Company prior to the Effective date.

14.4 It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any shareholder of the Transferor Companies and/or the Transferee Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Boards of Directors of the Transferor Companies and the Transferee Company respectively, and subject to the approval, if required, of the shareholders of the Transferor Companies and the Transferee Company respectively.

15. Resolutions:

15.1 Upon the coming into effect of this Scheme, the resolutions, if any, of the Transferor Companies, which are valid and subsisting on the Effective date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the act, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company with effect from Appointed Date

15.2 Upon the coming into effect of this Scheme, the borrowing limits of the Transferee Company in terms of Section 180 (1) (c) of the Companies Act of 2013 shall be deemed, without any further act or deed, to have been enhanced by the aggregate limits of the Transferor Companies which are being transferred to the Transferee Company pursuant to the Scheme, such limits being incremental to the existing limits of the Transferee Company, with effect from the Appointed Date.



**Part F**  
General clauses, terms and conditions

16. Conditionality of the Scheme:

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

- 16.1.1 The Scheme is being approved by the respective requisite majorities of the members and/ or creditors of the Transferor Companies and the Transferee Company, as may be required under the Act and as may be directed by the High Court;
- 16.1.2 The Scheme being sanctioned by the Hon'ble High Court and/ or any other competent authority, as may be applicable under Sections 391 to 394 of the Act;
- 16.1.3 The requisite consent, approval or permission of the Central Government or any other statutory or regulatory authority, which by law may be necessary for implementation of this Scheme;
- 16.1.4 Receipt of approvals of the relevant Stock Exchange and the SEBI in terms of the SEBI Circulars, as applicable;
- 16.1.5 The certified/authenticated copies of the orders of the Hon'ble High Court under Sections 391 to 394 of the Act sanctioning the Scheme are filed with the Registrar of Companies; and
- 16.1.6 Compliance with such other conditions as may be imposed by the Hon'ble High Court.

17. Application to Hon'ble High Court:

The Transferee Company and the Transferor Companies shall make application(s) / petition(s) or file any other necessary document(s) as may be required under Sections 391 to 394 and other applicable provisions of the Act to the High Court, or such other competent authority, for seeking orders for dispensing with or convening, holding and conducting of the meetings of members and/or creditors and for sanction of this Scheme with such modification as may be approved by the High Court and all matters ancillary or incidental thereto.

18. Modification or Amendments to the Scheme:

The Transferee Company and the Transferor Companies by their respective Board of Directors, or any person(s) or committee authorised/ appointed by



them, may assent to, or carry out from time to time, any modifications/ amendments to the Scheme or to any conditions or limitations that the Hon'ble High Court and/ or any other authority under law may deem fit to direct, approve or impose and which the Transferor Companies and the Transferee Company in their discretion accept such modifications or amendments or which may otherwise be considered necessary, desirable or appropriate by them (i.e., the Board of Directors or such person/s or such committee) for settling any question, doubt or difficulty arising under the Scheme or in regard to its implementation or in any matter connected therewith (including any question, doubt or difficulty arising in connection with any deceased or insolvent shareholder of the Transferor Company or the Transferee Company) and do all acts, deeds and things as may be necessary desirable or expedient for carrying the Scheme into effect, or to review the position relating to the satisfaction of the conditions to this Scheme and if necessary, to waive any of those for bringing this Scheme into effect. The Transferee Company and the Transferor Companies by their respective Board of Directors shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and / or any matter concerned or connected therewith.



19. Effect of Non-Receipt of Approvals:

19.1 In the event any of the approvals or conditions enumerated in the Scheme not being obtained or complied with, or for any other reason, the Scheme cannot be implemented, the Board of Directors of the Transferee Company and the Transferor Companies shall mutually waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, or in case the Scheme is not sanctioned by the Hon'ble High Court or such other competent authority and/or the order or orders not being passed as aforesaid (or such extended time as may be mutually agreed between the Demerged Company and the Transferee Company), the Scheme shall at the sole option of the Transferor Company stand revoked, cancelled and be of no effect (either wholly or partially) become null and void and shall stand revoked, cancelled and be of no effect. The Transferee Company shall bear and pay all costs, charges and expenses in connection with the Scheme.

19.2 Further, in the case of non-receipt of approvals to the Scheme, no rights and liabilities whatsoever shall accrue to or be incurred inter-se by the Transferor Companies or Transferee Company or their shareholders or creditors or employees or any other person.

20. Compliance with Tax Laws:

This Scheme has been drawn up to comply with the conditions relating to "Demerger" as specified under the tax laws, including Section 2(19AA) and other relevant sections of the Income-tax Act, 1961. If any terms or provisions of this Scheme are found to be or interpreted to be inconsistent with any of the said provisions at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provisions of the tax laws shall prevail. The Board of Directors of the Transferor Companies and the Transferee Company shall exercise their discretion to modify the Scheme to the extent determined necessary to comply with the said provisions. Such modification will however not affect other parts of the Scheme.

21. Remaining Business:

The remaining business, i.e. the Remaining Undertakings as specifically set out in this Scheme shall continue to belong to and be vested in and be managed by the Transferor Companies.

22. Costs, Charges and Expenses:

All costs, charges, taxes including duties, levies, damages, claims, liabilities and all other expenses including but not limited to income tax or any other taxes, stamp duty or registration charges applicable to the demerger or any actions pursuant thereto, incurred, imposed, levied, applicable in carrying out and implementing this Scheme and matters incidental thereto, shall be borne solely by the Transferee Company. In no event shall the Transferor Companies be responsible or liable for any of the costs or expenses set out above.



TRUE COPY

*[Signature]*  
For Dhaval Vusechil & Associates

TRUE-COPY

*[Signature]* 11/1/16  
(K. K. TRIVEDI)  
COMPANY REGISTRAR  
HIGH COURT (O.S.)  
BOMBAY

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
COMPANY SCHEME PETITION NO. 721 OF 2015  
CONNECTED WITH  
COMPANY SUMMONS FOR DIRECTION NO. 400 OF 2015

In the matter of the Companies Act 1956;

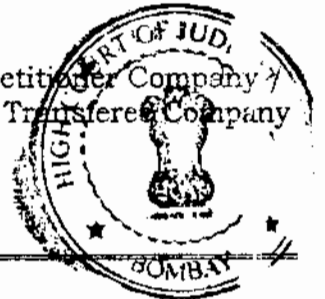
And

In the matter of Section 391 to 394 of the  
Companies Act, 1956;

And

In the matter of the Scheme of  
Arrangement and Reconstruction  
(Demerger) between Pudumjee Pulp &  
Paper Mills Limited and Pudumjee  
Industries Limited and Pudumjee Hygiene  
Products Limited and Pudumjee Paper  
Products Limited and their respective  
shareholders and creditors.

Pudumjee Industries Ltd. .. Petitioner Company  
Transferee Company



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AUTHENTICATED COPY, MINUTES OF ORDER  
PASSED BY THE JUSTICE K.R. SHRIRAM, ON  
08.01.2016 ALONG WITH AMENDED SCHEME

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Applied for authenticated copies on 13.1.16  
Authenticated copies submitted on 18.1.16  
Engrossed on 20.1.16  
Examined by *AKK*  
Compared with *Mond*  
Ready on 21 JAN 2016  
Delivered on 21 JAN 2016

Dhaval Vussonji & Associates  
Advocates for the Petitioner  
805/806 Dalamal Towers, Free Press Journal  
Marg, Nariman Point, Mumbai 400021  
Tel: +91-22-66623535 | Fax: +91-22-66623536