SCHEME OF ARRANGEMENT

BETWEEN

HIPPOSTORES TECHNOLOGY PRIVATE LIMITED

("DEMERGED COMPANY" OR "HTPL")

AND

DALMIA BHARAT SUGAR AND INDUSTRIES LIMITED

("RESULTING COMPANY" OR "DBSIL")

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

(UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013)

I. PREAMBLE

This Scheme of Arrangement ("**the Scheme**" or "**the Scheme of Arrangement**") is presented under Chapter XV of the Companies Act, 2013 for the demerger and transfer of the Demerged Undertaking from Hippostores Technology Private Limited ("Demerged Company" or "HTPL") into **Dalmia Bharat Sugar and Industries Limited** ("Resulting Company ") respectively, on a going concern basis, pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013, read with the rules and regulations framed thereunder, including any statutory modification(s) or re-enactment(s) or amendment(s) made thereunder.

Demerged Company and Resulting Company are sometimes individually referred to as "Party" and collectively as "Parties."

The Scheme is drawn in compliance with applicable provisions of the Income-tax Act, 2025.The Demerged Undertaking of the Demerged Company is proposed to be demerged and vested into the Resulting Company in conformity with the provisions of Section 2(35) of the Income-tax Act, 2025. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section at a later date, including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, 2025 shall prevail, and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(35) of the Income-tax Act, 2025. Such modification(s), will, however, not affect the other provisions of the Scheme including accounting treatment prescribed under Clause 12 of this Scheme.

This Scheme provides for various other matters consequential to the demerger or otherwise integrally connected herewith.

II. DESCRIPTION OF COMPANIES

A. HIPPOSTORES TECHNOLOGY PRIVATE LIMITED ("DEMERGED COMPANY" OR "HTPL"):

The Demerged Company is a private limited company, incorporated under the Companies Act, 2013 on 01st September, 2021 and having its registered office at 7F-7H, 7th Floor, Hansalaya Building, 15 Barakhamba Road, Connaught Place, Central Delhi, New Delhi., Delhi, India- 110001.The Corporate Identification Number ('CIN') of the Demerged Company is U73100DL2021PTC385899.

The object of the Demerged Company as provided in its Memorandum of Association include the following:

a) To carry on the business of manufacture, purchase, sale, trading through online platform or physical stores, distribution, import, export of any kind of building materials, finishing and furnishing products, appliances
b) To act as a market place for transactions between buyers and sellers for all kinds of building materials, finishing and furnishing products and appliances and also act as a market place to facilitate transactions between various service providers, contractors and customers etc.
c) To carry on the business of online shopping, net marketing, multilevel marketing of consumer and other goods, internet advertising and marketing, creating virtual malls, physical stores, shops, creating shopping catalogues in relation to any kind of building materials, finishing and furnishing products and appliances and providing financial solutions to customers.
d) To construct, renovate, furnish, equip, improve commercial/ residential buildings, hotels, club buildings or any other buildings and provide services in relation to construction activities.
e) To carry on the business of providing logistics services, inventory management, transportation, warehousing solutions, supply chain management, order

fulfilment, distribution and marketing of goods and to provide storage and protection of goods against natural or manmade calamities.

f) To carry on either by itself or through appointed persons, the business of software designing developing, engineering, implementing, operating, customization, maintaining, licensing and providing technology platforms, testing and benchmarking , software solutions, artificial intelligence and machine learning models, data analytics, remote sensing, geospatial technologies, Internet of Things (IoT) integration, workflow automation systems and digital supply chain platforms (including on Software-as-a Service (SaaS) and Platform-as-a-Service (PaaS) models) and to provide related consultancy, advisory, training, implementation support and managed services, to provide internet/ web-based applications, and to do all such acts and things as are incidental or ancillary thereto.

g) To develop and provide payment technology solutions to customers such that the customers can conduct transactions electronically through secure electronic channels including cards and other devices.

h) To develop and provide 3D printing home solutions and home automation solutions to the customers.

i) To carry on the business of digital marketing, branding, advertising, content creation and promotion, and to provide all types of digital marketing services including social media marketing, paid advertising, search engine optimisation, content marketing, website and landing page management, video and creative production, influencer marketing, performance marketing and all other allied and ancillary activities related thereto, through any digital platforms, media, channels or technologies now existing or which may be developed in the future, and to undertake all such acts, deeds, matters and things as may be incidental or ancillary to the attainment of the above object.

B. DALMIA BHARAT SUGAR AND INDUSTRIES LIMITED ("Resulting Company" or "DBSIL"):

The Resulting Company is a public limited company, incorporated under the Indian Companies Act, 1913 on 1st November, 1951 and having its registered office at Dalmiapuram, Tiruchirapalli District, Tiruchirapalli, Tamil Nadu, India- 621651.The Corporate Identification Number ('CIN') of the Resulting Company is L15100TN1951PLC000640. The Company is listed on National Stock Exchange of India and BSE Limited.

The object of the Resulting Company as provided in its Memorandum of Association include the following:

a) To manufacture, produce, purchase, sell, trade, import, export, treat, boil, refine, prepare, brew and generally to deal with either as principal or agent either solely or in partnership with others in all varieties of sugar, sugar candy, jaggery, khandsari sugar, natural brown sugar, icing sugar, breakfast sugar, bura sugar, demerera, sugar beet, sugar cane, molasses, syrups, melada, alcohol, ethanol, spirits and all products and by-products thereof such as confectionery, biscuits, chocolates, aerated waters, glucose, honey, breakfast cereals, snacks, table top products, edible oils, bakery products, wheat and wheat products, spices, pulses, rice, ready to cook, heat and eat foods, frozen foods, beverages, pickles and chutneys, dehydrated fruits and vegetables, tinned fruits, dry fruits, candies, milk and milk products, bagasses, bagasse boards, paper, paper pulp, butyl alcohol, acetone, carbon-di-oxide, hydrogen, potash, cane wax, fertilizers, cattle feed and food products generally.

b) To manufacture, produce, purchase, sell, trade, import, export and generally to deal in all types of sugar, sugarcanes and high starch agro products, agro based products, ethanol, alcohol, potable liquor, extra neutral alcohol, chemicals, distillers, oil refiners, dye makers, gas makers, electricity, carbon, hydrocarbons, liquid or gaseous petroleum and petroleum products, minerals and the products or

the bye-products thereof or its feed stocks or which may be derived, produced, prepared, developed, compounded, made or manufactured there from and substances obtained by mixing any of the foregoing with other substances and any and all kinds, types, purposes, grades, forms and formulations of alcohol products including rectified spirit, sanitizer(s), disinfectants and to put to commercial use and otherwise deal in any manner in all or any of them and their allied products and materials

c) To carry on the business of generation, co-generation, captive consumption, sale, distribution of all forms of energy / power by installation of power plant or otherwise, from hydel, solar, wind farm, conventional and/or nonconventional sources, setting up of facilities for distribution of all forms of energy / power, to buy, sell energy / power from/to any person, Government of India, State Government(s), Municipal or local authority(ies), company or person(s) in India or elsewhere and to transfer power to units/plants of its own group or otherwise for captive use.

d) To manufacture, produce, mine, purchase, sell, treat or otherwise deal with bricks, tiles, pipes, pottery, earthen-ware, sanitary-ware, china and terracotta, dolomite, graphite, refractories and ceramic-ware, fire clay, china clay, magnesite, quertizite and all other refractory materials, chemicals of all kinds including acids, alkalis and salts, manures, fertilizers, dyes, caustic soda, soda ash, sulphur, sulphuric acid, sulphates, sulphur pyrites, alums, dry ice, catechu, chlorine, colours, paints, varnishes, and other allied products.

e) To manufacture, produce, process, refine, blend, purchase, sell, trade, import, export, store, distribute and generally deal in all types of biofuels and renewable fuels, including but not limited to bio-methanol, bioethanol, sustainable aviation fuel (SAF), hydrotreated vegetable oil (HVO), bio-diesel, bio-compressed natural gas (bio-CNG), biomass-based fuels, second and third generation biofuels, and all other fuels or fuel blends derived from biological, agricultural, agro industrial or waste feedstocks, including sugarcane, molasses, bagasse, cellulosic biomass, agricultural residues and any other organic material; and to carry on the business

of research, development, production and commercialisation of green hydrogen, renewable chemicals and other lowcarbon energy carriers derived from or associated with the foregoing, and to set up, own, operate, maintain and manage all plant, machinery, equipment, infrastructure and facilities required for or incidental to any of the aforesaid activities, and to act as principal, agent, contractor, licensor, licensee, consultant or advisor in relation to any of the above, and to do all such other acts and things as may be necessary, incidental or conducive to the attainment of the above objects.

Clause III(B)(22) of the memorandum of association of the Demerged Company permits and authorises the Demerged Company to sell or dispose of the whole or any part of the undertaking, property, assets, rights and effects of the Demerged Company for such consideration as may be thought fit, and in particular, for stocks, shares, debentures, whether fully or partly paid up, or securities of any other company having objects in whole or in part similar to those of the Demerged Company or as may be approved by the shareholders.

Similarly, Clause III(B)(10) of the memorandum of association of the Resulting Company permits and authorises the Resulting Company to promote / collaborate with or amalgamate / acquire and take over as a going concern, any company(ies) having similar objects for the purpose of acquiring all or any of the property rights and liabilities of this Company or for any other purpose. Further, clause III(B)(35)(i-2) permits and authorises the Resulting Company to acquire by amalgamation or merger any company or body-corporate, and to amalgamate with any other company or body-corporate.

III. RATIONALE AND BENEFITS OF THE SCHEME OF ARRANGEMENT

The Demerged Company originally carried on product and solutions businesses, during the course of which it developed proprietary technology solutions, data analytics capabilities and related intellectual property and associated business operations and undertaking. Over time, these in house technologies evolved into an independent revenue-generating activity with a current use case on providing agri-tech solutions, aimed at improving crop yield and optimising operations. The tech business has distinct risk profiles, capital requirements, customer bases and growth trajectories compared with the Remaining Business of the Demerged Company.

Considering the future prospects of the tech solution business and its integration synergies into the Resulting Company, the Demerged Company and the Resulting Company have mutually decided to demerge the Demerged Undertaking of the Demerged Company into the Resulting Company. The same helps the Resulting Company to fully integrate the tech solution business into its own business along with a dedicated and focussed management to monitor cane area and crop management basis a tested technology without the need to develop equivalent capabilities from scratch in-house.

Shareholders of the Demerged Company will receive New Shares in the Resulting Company which is a listed company and therefore enables shareholders to receive a stable investment in lieu of the investment made in the Demerged Company. Post the proposed demerger, the Demerged Company will be able to concentrate its managerial attention, financial resources and operational bandwidth exclusively on the development of its Remaining Business.

Without prejudice to above, the following benefits are expected to accrue pursuant to proposed demerger:

(i) For Resulting company

a) **Seamless Integration of the Tech Business**: The integration of the Tech solutions Business with the Resulting Company will enable closer alignment of technology capabilities exclusively with the Resulting Company's core operations.

b) Cane area monitoring and Sustainability: The integration of technology capabilities and solution is expected to facilitate better monitoring of cane area, optimisation of processes and resources, enhanced productivity and greater operational profitability through yield improvement.

c) Competitive Advantage through Early Adoption of Technology: The proposed demerger will enable the Resulting Company to leverage technology, data-driven capabilities and innovative solutions to gain a competitive advantage through the early adoption and deployment of technology-led solutions which shall enhance operational efficiency and customer engagement and strengthen its overall business performance.

d) **Reduction in time** required for development of in house solution which the Resulting Company would have developed independently.

e) **Opportunity to Tap Overseas Markets**: The proposed demerger will further enable the Resulting Company to leverage the existing experience to explore and tap opportunities in overseas markets in future.

(ii) For the Demerged company

a) **Focused and specialised business platform:** The remaining business shall become a focused business platform centred on digital marketing, branding and related digital solutions. This focused structure will enable the Company to align its organisational capabilities, service offerings, customer engagement strategy and business development initiatives around the specific requirements of its Remaining Business.

b) **Value Realisation for Shareholders**: The shareholders of the Demerged Company will receive New Shares in the Resulting Company, which is a listed and established company. The proposed demerger will provide the shareholders with an avenue for realisation of value attributable to their past investments in the Demerged Company.

c) **Elimination of competing investment priorities**: Following the proposed demerger, investment decisions and capital allocation of the Demerged Company can be evaluated exclusively in the context of the requirements, opportunities and expected returns associated with the Remaining Business.

d) **Business-specific allocation of human capital**: The Demerged Company will be able to align its organisational structure, employee capabilities and talent requirements specifically in relation to digital marketing, branding, creative, customer engagement and related digital solutions. This will facilitate the development of specialised teams with expertise having a direct bearing on the growth and execution of the remaining business.

Accordingly, the Board of Directors of the Demerged Company and the Resulting Company have approved the Scheme of Arrangement (Demerger) under Sections 230 to 232 (and other applicable provisions) of the Companies Act, 2013, and have resolved to make the necessary applications/petitions before the Hon'ble National Company Law Tribunal for sanction of the Scheme.

IV. PARTS OF THE SCHEME

The Scheme of Arrangement is divided into the following parts:

Part A	Deals with definition, interpretations and share capital of all companies which are parties to the Scheme and date of taking effect of the Scheme;
Part B	Deals with the provisions for transfer and vesting of the Demerged Undertaking (as defined hereunder) as a going concern into the Resulting Company (as defined hereunder) and discharge of consideration in lieu thereof, in compliance with Income Tax Act, 2025; and
Part C	Deals with general terms and conditions that will be applicable to the entire Scheme.

PART A

DEFINITIONS, INTERPRETATION AND SHARE CAPITAL

1. DEFINITIONS

In this Scheme of Arrangement, unless inconsistent with the subject or context, the following expression shall have the meanings respectively assigned against them:

1.1. "Accounting Standards" means the applicable accounting standards to the Demerged Company and the Resulting Company, as the case may be, as formulated by the Central Government and as recommended by the Institute of Chartered Accountants of India;

1.2. "Act" or "the Act" means the Companies Act, 2013, the rules, regulations, circulars, guidelines issued thereunder, as amended from time to time and shall, include any statutory modification or re-enactment thereof, for the time being in force;

1.3. "Affiliate" means, in respect of any specified Person, any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common control with such specified persons. In case of natural Persons, Relatives of such Persons shall be deemed to be Affiliates of such natural Persons;

1.4. "Applicable Laws" means any statute, notifications, bye laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinance, orders or instructions having the force of law enacted or issued by any Appropriate Authority including any statutory modification or re-enactment thereof for the time being in force;

1.5. "Appropriate Authority" means and includes any applicable central, state or local government, legislative body, regulatory, administrative or statutory authority, agency or commission or departmental or public or jurisdictional body or authority, including, but not limited the Central Government, Registrar of Companies, Reserve Bank of India, Income Tax Department, National Company Law Tribunal, Stock Exchanges and SEBI;

1.6. "Appointed Date" means opening business hours of 1st January, 2027 or such other date as may be decided or approved by the jurisdictional National Company Law Tribunal or such other competent authority;

1.7. "Articles of Association" means the articles of association of a company;

1.8. "Board" or "Board of Directors" means the Board of Directors or any committee thereof of the Demerged Company or the Resulting Company or both as the context may require and shall include a committee duly constituted and authorized thereby for the purpose of matters pertaining to this Scheme of Arrangement and/or any other consequential or incidental matter in relation thereto;

1.9. "BSE" means BSE Limited;

1.10. "Central Government" means the Central Government of India acting through the Ministry of Corporate Affairs or the Regional Director having jurisdiction over the Demerged Company and/or the Resulting Company, as the case may be, and includes any other authority duly authorised by the Central Government in this regard.

1.11. "CIN" means Corporate Identification Number;

1.12. "Control" including with its grammatical variations such as "Controlled by", " that Controls" and " under common Control with" in relation to a Person means, the right to appoint majority persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner, provided that a director or officer of a company shall not be considered to be in control over such company, merely by virtue of holding such position;

1.13. "Demerged Company" or "HTPL" means Hippostores Technology Private Limited, a private limited company, incorporated under the Companies Act, 2013 on 01st September, 2021 and having its registered office at 7F-7H, 7th Floor, Hansalaya Building, 15 Barakhamba Road, Connaught Place, Central Delhi, New Delhi., Delhi,

India- 110001.The Corporate Identification Number ('CIN') of the Company is U73100DL2021PTC385899.

1.14. "Demerged Undertaking"("Transferred Undertaking") means the developed proprietary technology solutions, data analytics capabilities and intellectual property and associated business operations and undertaking of the Demerged Company used for providing agri-tech solutions business other than the Remaining Business, along with all its assets, properties, rights, benefits, interests, liabilities, obligations, contracts, licences, permits, approvals, employees, personnel, intellectual property, technology solutions, systems, data, customer and business relationships, commercial arrangements and other properties and resources attributable to or used in connection with such businesses, as on the Appointed Date, that would be demerged, transferred to and vested in the Resulting Company on a going concern basis.

Without prejudice to the generality of the above, the Demerged Undertaking shall include in particular:

i. All specified assets whether movable or immovable, tangible or intangible, including all rights, title, interest, covenant, undertakings, including continuing rights, title and interest in connection with the properties whether, corporeal or incorporeal, leasehold or otherwise, licenses together with all present liability provided and accounted in the books of Demerged Company and future liability, including contingent liabilities, liabilities not accrued, not recognized or not provided for in the books of accounts and debts pertaining thereto, of the Demerged Company all of which relate to the Demerged Undertaking as described in this Scheme.

ii. All contracts, agreements, deeds, arrangements, letters of intent, in connection with or in relation to the Demerged Undertaking and properties and as set of or required for the above business situated at the above locations and securities deposits, the right to use such assets and properties, whether movable or immovable, tangible or

intangible, offices, current assets including Loans and advances, furniture, fixtures, office equipment, appliances, accessories.

iii. All permits, quotas, rights, entitlements and benefits, licenses, bids, tenders, letters of intent, expressions of interest, municipal permissions, approvals, consents, tenancies in relation to office, benefit of any deposits privileges, all other rights, receivables, licenses, powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity and other services, provisions and benefits of all agreements, contracts and arrangements, and all other interests in connection with or relating to the Demerged Undertaking.

iv. All earnest money and /or security deposits paid by the Demerged Company in connection with or relating to the Demerged Undertaking.

v. All brand names, trademarks, master files, service marks, trade names, labels, patents and domain names, designs, software and computer programmes, databases, copyrights, trade secrets and other Intellectual Property and all other interests exclusively relating to the goods or services being used by the Demerged Company for the business activities and operations pertaining to its Demerged Undertaking.

vi. All records, files, papers, engineering and process information, computer programme, software licenses, drawings, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers / clients and suppliers, customer / client credit information, customer / client pricing information, and other records whether in physical or electronic form in connection with or relating to the Demerged Undertaking.

vii. All debts, borrowings and liabilities (including contingent liabilities, liabilities not accrued, not recognized or provided for in the books of accounts of the Demerged

Company), present liability as accounted in the books of the Demerged Company whether secured or unsecured, pertaining to the Demerged Undertaking.

viii. Such portion of the general borrowings of the Demerged Company, which are not specifically relatable to any particular undertaking of the Demerged Company, shall also form part of the borrowings of the Demerged Undertaking, in the same proportion as the value of the assets comprised in the Demerged Undertaking bears to the total value of the assets of the Demerged Company, as appearing in the books of account of the Demerged Company as on the Appointed Date.

ix. All employees on the payroll of the Demerged Company employed in the Demerged Undertaking, as identified by the Demerged Company and mutually decided by the Demerged Company and Resulting Company, as on the Effective Date.

x. All tax credits, including cenvat credits, refunds, reimbursements, claims, exemptions, benefits under service tax laws, value added tax (VAT), goods and service tax (GST), purchase tax, sales tax or any other duty or tax or cess or imposts under any Central or State law including sales tax deferrals, special economic zone benefits, excise duty benefits, income tax losses, tax deducted at source, if any and exemptions, deductions, benefits and incentives under the Income-tax Act, 1961 / Income Tax Act 2025 in respect of business, activities, research and development units and operations pertaining to the Demerged Undertaking of the Demerged Company

Note 1: Whether any particular asset, liability or reserve should be included as asset, liability or reserve of the Demerged Undertaking or otherwise, shall be decided mutually by the Board of Directors or any committee thereof or officials authorized by the Board of the Demerged Company and the Resulting Company and in compliance with section 2(35) of the Income Tax Act 2025.

Note 2: It is intended that the definition of "Demerged Undertaking" under this clause would enable the transfer of all property, assets, rights, duties, employees

and liabilities of Demerged Company pertaining exclusively to the Demerged Undertaking to the Resulting Company pursuant to this Scheme.

1.15. "**Effective Date**" shall mean the last of dates on which all the conditions and matters referred in Clause 23 of the Scheme have been fulfilled or are waived by the Board of both Demerged Company and Resulting Company. Any references in this Scheme to "Upon this Scheme becoming effective" or "effectiveness of this Scheme" or likewise, shall mean the Effective Date;

1.16. "Intellectual Property" means registrations, trademarks, trade names, service marks, copyrights, patents, designs, domain names, technical knowhow and confidential information (in each case including any applications filed for the same) and all such rights of whatsoever description and nature, whether registered or unregistered, owned by or in which the Demerged Company holds or shall hold interests, which is exclusively used by or held for use by the Demerged Undertaking of the Demerged Company;

1.17. "New Share" means Redeemable Preference Shares ("RPS") having a face value of Rs 10/- each proposed to be issued by the Resulting Company to the shareholders of the Demerged Company pursuant to clauses of this Scheme as per the terms and conditions mentioned in clause 11.2 of the Scheme;

1.17 "NSE" means National Stock Exchange of India Limited;

1.18 "Remaining Business" means customized digital marketing and branding services continuing with the Demerged Company post proposed demerger**;**

1.19 "Retained Undertaking" means all assets, properties, liabilities, obligations, rights, benefits, interests and undertakings pertaining to or forming part of the Remaining Business of the Demerged Company;

1.20 "RoC" means the relevant Registrar of Companies having jurisdiction over the registered office of the Demerged Company or the Resulting Company, as the case may be;

1.21 "Resulting Company" means Dalmia Bharat Sugar and Industries Limited a public limited company, incorporated under the Companies Act, 1913 on 1st November, 1951 and having its registered office at Dalmiapuram, Tiruchirapalli District, Tiruchirapalli, Tamil Nadu, India- 621651.The Corporate Identification Number ('CIN') of the Resulting Company is L15100TN1951PLC000640;

1.22 "Scheme" means this Scheme of Arrangement for demerger pursuant to Chapter XV and other relevant provisions of Companies Act, with such modification and amendments as may be made from time to time, with the appropriate approvals and sanctions of the NCLT and other relevant regulatory authorities including without limitation the SEBI, as may be required under the Companies Act and under all other Applicable Law;

1.23 "SEBI" means the Securities and Exchange Board of India, constituted under the Securities and Exchange Board of India Act, 1992;

1.24 "SEBI Scheme Circular" means the circular(s), master circular(s), direction, guidelines, clarifications and amendments issued by the Securities and Exchange Board of India ("SEBI"), as may be applicable from time to time, in relation to schemes of arrangement under the SEBI (Listing Obligation and Disclosure Requirements) Regulation, 2015, including the Master Circular on Scheme of Arrangement, as amended, modified, supplemented or replaced from time to time;

1.25 "Stock Exchange" means BSE and NSE as the case may be;

1.26 "Tax" or **"Taxation"** or **"Taxes"** means all forms of taxes and statutory, government, state, provincial, local governmental or municipal impositions, duties, contributions and levies, whether levied by reference to income, profit, book profits, gains, net wealth, asset values, turnover, added value, goods and services or otherwise and shall further

includes payment in respect of or on account of tax, advance tax, whether by way of deduction at source, collection at source, dividend distribution tax, advance tax, minimum alternate tax, goods and services tax or otherwise or attributable directly or primarily to Demerged Company and Resulting Company and all penalties, charges, costs and interest relating thereto; and

1.27 "Tax Laws" means all Applicable Laws, acts, rules and regulations dealing with Taxes, including but not limited to income tax, wealth tax, sales tax / value added tax, service tax, goods and services tax, excise duty, customs duty or any other levy of similar nature.,

1.28 "Tribunal" means the National Company Law Tribunal bench(es) having territorial jurisdiction over the registered office of the Demerged Company or the Resulting Company, as the case may be;

Interpretation

1.29 Terms and expressions which are used in this Scheme but not defined herein shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, SEBI Circular, the Income tax Act,2025 the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996 and other Applicable Law, rules, regulations, bye-laws, as the case may be, including any statutory modification or re-enactment thereof, from time to time.

1.30 In this scheme unless the context otherwise requires

i. references to the singular shall include the plural and vice versa and references to any gender includes the other gender;
ii. the headings are inserted for ease of reference only and shall not affect the construction or interpretation of the relevant provision of this Scheme.
iii. reference to clauses, recitals and schedules, unless otherwise provided, are to clauses, recitals and schedules of and to this Scheme;

2 DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the National Company Law Tribunal and/or other relevant regulatory/statutory/governmental authorities shall be effective from the Appointed Date, but shall be operative from the Effective Date.

3 SHARE CAPITAL

3.1. The share capital of the Demerged Company as on the date of the Meeting of the Board of Directors of the Demerged Company approving the Scheme is as under :

Share Capital	**Amount (In INR)**
Authorized Share Capital	
1,00,00,000 equity shares of INR 10/- each	10,00,00,000
1,00,00,00,000 preference shares of INR 10/- each	10,00,00,00,000
TOTAL	**10,10,00,00,000**
Issued, subscribed and paid-up Share Capital	
70,00,000 equity shares of face value INR 10/- each Equity share capital	7,00,00,000
34,44,50,000 Optionally Convertible Redeemable Preference Shares (OCRPS) of face value INR 10/- each	3,44,45,00,000
42,50,00,000 Series A Optionally Convertible Redeemable Preference Shares (Series A OCRPS) of face value INR 10/- each	4,25,00,00,000
TOTAL	**7,76,45,00,000**

Subsequent to the above date, there has been no change in the authorised, issued, subscribed and paid-up share capital of the Demerged Company.

3.2. The share capital of the Resulting Company as on the date of the meeting of the Board of Directors of the Resulting Company approving the Scheme is as under:

Share Capital	**Amount (In INR)**
Authorized Share Capital	5,40,50,00,000
261,72,26,820 Ordinary Shares of INR. 2/- each	5,23,44,53,640
8,52,73,180 Unclassified Shares of INR2/- each	17,05,46,360
TOTAL	**5,40,50,00,000**
Issued, subscribed and paid-up Share Capital	
8,09,39,303 Ordinary Shares of INR 2/- each	16,18,78,606
TOTAL	**16,18,78,606**

Subsequent to the above date, there has been no change in the authorised, issued, subscribed and paid-up share capital of the Resulting Company.

PART B

TRANSFER AND VESTING OF THE DEMERGED UNDERTAKING FROM THE DEMERGED COMPANY INTO THE RESULTING COMPANY

4. TRANSFER AND VESTING OF THE DEMERGED UNDERTAKING

4.1. With effect from the Appointed Date and upon the Scheme becoming effective, the Demerged Undertaking of the Demerged Company shall, under the provisions of Section 230 to 232 and all other applicable provisions, if any, of the Act and Section 2(35) of the Income-tax Act, 2025, without any further act, instrument or deed, be transferred to and stand vested in, and/or be deemed to be transferred to and vested in, the Resulting Company respectively as a going concern so as to become, as and from the Appointed Date, the Undertaking of the Resulting Company by virtue of and in the manner provided in this Scheme.

Without prejudice to the generality of the above and to the extent applicable, unless otherwise stated herein, upon this Scheme becoming effective:

4.2. Any and all assets relating to the Demerged Undertaking, as are immovable in nature or are otherwise capable of transfer by delivery of possession or by endorsement and delivery, the same shall be so transferred by the Demerged Company, upon the coming into effect of the Scheme, and shall become the property of the Resulting Company as an integral part of the Demerged Undertaking with effect from the Appointed Date, pursuant to the provisions of Section 230-232 of the Act without requiring any deed or instrument of conveyance for transfer of the same, subject to the provisions of this Scheme in relation to encumbrances in favour of banks and/or financial institutions.

4.3. Any and all movable properties of the Demerged Company relating to the Demerged Undertaking, other than those specified in Clause 4.2 above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, semi-Government, local and other authorities and bodies, customers and other persons, the same shall on and from

the Appointed Date stand transferred to and vested in the Resulting Company without any notice or other intimation to the debtors (although the Resulting Company may without being obliged and if it so deems appropriate at its sole discretion, give notice in such form as it may deem fit and proper, to any person, debtor, or depositor, as the case may be, that the said debt, loan, advance, balance or deposit stands transferred and vested in the Resulting Company).

4.4. Without prejudice to the generality of the foregoing, all assets, estate, rights, title, interest investments and authorities held by the Demerged Company on the Appointed Date as regards the Demerged Undertaking, not otherwise specified in Clause 4.2 and Clause 4.3 above, shall also, without any further act, instrument or deed stand transferred to and vest in the Resulting Company upon the coming into effect of this Scheme pursuant to the provisions of Sections 230-232 of the Act.

4.5. With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, permissions, registrations or approvals, any regulatory approvals with respect to Demerged Undertaking, or consents held by the Demerged Company required to carry on operations in the Demerged Undertaking shall stand vested in or transferred to the Resulting Company without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Resulting Company. The benefit of all statutory and regulatory permissions, environmental approvals and consents, registration or other licenses, and consents shall vest in and become available to the Resulting Company pursuant to the Scheme. In so far as the various incentives, subsidies, rehabilitation Schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by the Demerged Company relating to the Demerged Undertaking, are concerned, the same shall vest with and be available to the Resulting Company on the same terms and conditions.

4.6. All the brands, trademarks and Intellectual Properties of the Demerged Undertaking including registered and unregistered trademarks along with all the rights of commercial nature including attached title, goodwill, interest, labels and brand registrations, copyrights, trademarks and all such other industrial and intellectual property rights of

whatsoever nature shall stand transferred to the Resulting Company by operation of law. The Resulting Company shall take such actions as may be necessary and permissible to get the same transferred and /or registered in the name of the Resulting Company.

4.7. In relation to other assets belonging to Demerged Undertaking, which require separate documents for vesting in the Resulting Company, or which the Demerged Company and/or the Resulting Company otherwise desire to be vested separately, the Demerged Company and the Resulting Company each will execute such deeds, documents or such other instruments or writings or create evidence, if any, as may be necessary.

4.8. Any assets acquired by the Demerged Company after the Appointed Date but prior to the Effective Date pertaining to the Demerged Undertaking shall upon the coming into effect of this Scheme also without any further act, instrument or deed stand transferred to and vested in or be deemed to have been transferred to or vested in the Resulting Company upon the coming into effect of this Scheme.

5. TRANSFER OF DEBTS AND LIABILITIES

5.1. With effect from the Appointed Date and upon the Scheme becoming effective:

(a) All debts, liabilities, contingent liabilities arising on or after the Appointed Date in relation to the business activities undertaken on or after Appointed Date, duties and obligations of every kind, nature and description attributable to the Demerged Undertaking("**Demerged Undertaking Liabilities**") shall, without any further act or deed, be transferred to, or be deemed to be transferred to the Resulting Company so as to become from the Appointed Date, the debts, liabilities, contingent liabilities, duties & obligations of the Resulting Company and the Resulting Company undertakes to meet, discharge and satisfy the same. It is hereby clarified that 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 debts, liabilities, contingent liabilities, duties and obligations have arisen, in order to give effect to the provisions of this Sub-Clause.

(b) Where any of the liabilities and obligations attributed to the Demerged Undertaking (as mentioned above) on the Appointed Date has been discharged by the Demerged

Company on behalf of the Demerged Undertaking after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on behalf of the Resulting Company.

5.2. All loans raised and used, and liabilities incurred, if any, by the Demerged Company after the Appointed Date, but prior to the Effective Date, for the operations of the Demerged Undertaking shall be transferred to and discharged by the Resulting Company

5.3. In so far as the existing encumbrances, if any post filing of this Scheme, in respect of the Demerged Undertaking Liabilities are concerned, such encumbrances shall, without any further act, instrument or deed be modified and shall be extended to and shall operate only over the assets comprised in the Demerged Undertaking which has been encumbered in respect of the Demerged Undertaking Liabilities as transferred to the Resulting Company pursuant to this Scheme. Provided that if any of the assets comprised in the Demerged Undertaking which are being transferred to the Resulting Company pursuant to this Scheme have not been encumbered in respect of the Demerged Undertaking Liabilities, such assets shall remain unencumbered and the existing encumbrances referred to above shall not be extended to and shall not operate over such assets. 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.

5.4. Without prejudice to the provisions of the foregoing clauses and upon the effectiveness of this Scheme, the Demerged Company and the Resulting Company may execute any instrument(s) and/or document(s) and/or do all the acts and deeds as may be required, 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.

5.5. All the loans, advances and other facilities sanctioned to the Demerged Company in relation to the Demerged Undertaking by its bankers and financial institutions prior to the Appointed Date, which are partly drawn or utilized shall be deemed to be the loans and advances sanctioned to the Resulting Company and the said loans and advances shall be drawn and utilized either partly or fully by the Demerged Company from the Appointed Date till the Effective Date.

5.6. Subject to provisions of sub-para 5.7 below, any contingent liability pertaining to the Demerged Undertaking existing as on the Appointed Date and the Contingent Liability arising after the Appointed Date with respect to any transaction/ business undertaken by the Demerged Company after such Appointed Date shall be assumed by the Resulting Company.

5.7. As regards any tax liability arising in connection with Income Tax, Excise, Customs, VAT, Goods and Service Tax, etc. in relation to the Demerged Undertaking arising out of the business of Demerged Undertaking carried on until the Appointed Date shall be retained by the Demerged Company and the Resulting Company undertakes to settle the liability directly in relation to the liabilities arising after the Appointed Date in relation to the business undertaken by the Resulting Company.

It is hereby clarified that, for the purpose of this para 5.7, the term "Liability" shall include duty, penalty, interest or any amount paid on compensation.

5.8. It is expressly provided that, save as mentioned in this Clause 5, no other term or condition of the liabilities transferred to the Resulting Company as part of the Scheme is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.

5.9. The provisions of this Clause 5 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 shall stand modified and/or superseded by the foregoing provisions.

6. EMPLOYEES

6.1. With effect from the Effective Date, the Resulting Company undertakes to engage, without any interruption in service, all employees forming part of the Demerged Undertaking, on the terms and conditions not less favourable than those on which they are engaged by the Demerged Company immediately prior to the Effective Date. The Resulting Company undertakes to continue to abide by any agreement/ settlement or arrangement, if any, entered into or deemed to have been entered into by the Demerged

Company with any of the aforesaid employees or union representing them. The Resulting Company agrees that the services of all such employees with the Demerged Company prior to the demerger shall be taken into account for the purposes of all existing benefits to which the said employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other retiral/ terminal benefits. The decision on whether or not an employee is part of the Demerged Undertaking, shall be decided mutually by the Parties, and shall be final and binding on all concerned.

6.2. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, employment information, including personnel files (including hiring documents, existing employment contracts, and documents reflecting changes in an employee's position, compensation, or benefits), payroll records, medical documents (including documents relating to past or on-going leaves of absence, on the job injuries or illness, or fitness for work examinations), disciplinary records, supervisory files relating to the employees of the Demerged Undertaking and all forms, notifications, orders and contribution/ identity cards issued by the concerned authorities relating to benefits shall be transferred by the Demerged Company to the Resulting Company.

6.3. The accumulated balances, if any, standing to the credit of the aforesaid employees in the existing provident fund, gratuity fund and superannuation fund of which they are members, as the case may be, will be transferred respectively to such provident fund, gratuity fund and superannuation funds nominated by the Resulting Company and/ or such new provident fund, gratuity fund and superannuation fund to be established in accordance with Applicable Law and caused to be recognized by the Appropriate Authorities, by the Resulting Company. Pending the transfer as aforesaid, the provident fund, gratuity fund and superannuation fund dues of the said employees would be continued to be deposited in the existing provident fund, gratuity fund and superannuation fund respectively of the Demerged Company.

7. LEGAL PROCEEDINGS

7.1. Save as otherwise provided in clause 7.2 below, if any suit, appeal or other proceeding of whatever nature by or against the Demerged Company in relation to the Demerged Undertaking is pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against the Demerged Company if arising out of the business activities carried on until the Appointed Date and, enforced by or against the Resulting Company if it is arising out of the business activities carried on from or after the Appointed Date, as the case may be, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Demerged Company in relation to the Demerged Undertaking as if this Scheme had not been made.

7.2. Notwithstanding anything to the contrary contained in this Scheme (including Clause 7.1), the legal proceedings, suits, appeals, claims, show-cause notices, inquiries, investigations or other proceedings of any nature whatsoever, relating to the Demerged Undertaking, that are specifically listed in **Schedule 1** to this Scheme ("**Retained Proceedings**") shall continue to be prosecuted, defended and enforced solely by or against the Demerged Company in its own name, and shall not be transferred to or continued by or against the Resulting Company by virtue of this Scheme. The Resulting Company shall not be required to be impleaded or substituted in any of the Retained Proceedings, and the Demerged Company shall continue to have the sole conduct and control of such Retained Proceedings.

In the event that, notwithstanding the foregoing, any liability, claim, demand, cost, expense, penalty, interest or other amount is crystallised, adjudicated, assessed or imposed upon or becomes payable by the Resulting Company in respect of any matter relating to the Retained Proceedings and the aggregate of such liability or claim exceeds **INR 50,00,000 (Indian Rupees Fifty Lakhs only)** in the aggregate, the Demerged Company shall, upon demand by the Resulting Company, reimburse the Resulting Company the

excess amount of such liability, claim, cost or expense (including any interest, penalty, legal costs and out-of-pocket expenses), in such manner, within such timelines and on such terms as may be mutually agreed between the Demerged Company and the Resulting Company in writing.

It is clarified that the provisions of this Clause 7.2 shall operate as an exception to Clause 7.1 and shall prevail in the event of any conflict or inconsistency between the two clauses. The list of Retained Proceedings set out in Schedule 1 may be updated or supplemented by mutual written agreement of the Parties prior to the Effective Date, and any such updated list shall be deemed to form part of this Scheme for all purposes.

7.3. After the Appointed Date, if any proceedings are taken against the Resulting Company in respect of the matters referred to in Clause 7.1 above in respect of suit, appeal or other proceeding against the Demerged Company, the Resulting Company shall defend the same at the cost of the Resulting Company and the Demerged Company shall reimburse and indemnify the Resulting Company against all liabilities and obligations incurred by it in respect thereof and further reimburse all amounts including interest, penalties, damages, costs etc. which the Resulting Company may be called upon to pay or secure in respect of any liability or obligation relating to the business undertaken with respect to the Demerged Undertaking by the Demerged Company.

8. CONTRACTS, DEEDS, ETC.

8.1. Upon the coming into effect of the Scheme, and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements and other instruments of whatsoever nature in relation to the Demerged Undertaking, to which the Demerged Company is a party or to the benefit of which the Demerged Company may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favour, as the case may be, of the Resulting Company and may be enforced as fully and effectually as if, instead of the

Demerged Company, the Resulting Company had been a party or beneficiary or oblige thereto or there under.

8.2. Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Demerged Undertaking occurs by virtue of this Scheme itself, the Resulting Company may, at any time after the coming into effect of the Scheme, in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations, other writings or tripartite arrangements with any party to any contract or arrangement to which the Demerged Company is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Demerged Company will, if necessary, also be a party to the above. The Resulting Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Demerged Company and to carry out or perform all such formalities or compliances referred to above on the part of the Demerged Company to be carried out or performed.

8.3. Without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of the Scheme, all consents, permissions, licences, approvals, certificates, insurance covers, clearances, authorities given by, issued to, or executed in favour of the Demerged Company in relation to the Demerged Undertaking shall stand transferred to the Resulting Company as if the same were originally given by, issued to or executed in favour of the Resulting Company, and the Resulting Company shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to the Resulting Company.

8.4. Without prejudice to the aforesaid, it is clarified that if any assets (ncluding estate, claims rights, title, interest in or authorities relating to any asset) or any contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the Demerged Undertaking which the Demerged Company owns or to which the Demerged Company is a party to, cannot be transferred to the Resulting Company for any reason whatsoever, the Demerged Company shall hold such assets, contracts, deeds,

bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of the Resulting Company, insofar as it is permissible so to do, till such time as the transfer is effected.

9. TAXES

9.1 Upon the Scheme coming into effect, notwithstanding anything to the contrary contained in the provisions of this Scheme, all accumulated Tax losses, unabsorbed losses and corresponding deferred Tax assets, unabsorbed Tax depreciation, Tax benefits, Tax deductions, Tax concessions, minimum alternate Tax credit if any, GST input credit or any other credit and/ or benefit of the Demerged Undertaking as on the Appointed Date, respectively shall, for all purposes, be treated as accumulated Tax losses, unabsorbed losses and corresponding deferred Tax assets, unabsorbed Tax depreciation, Tax benefits, Tax deductions, Tax concessions, minimum alternate Tax credits, GST input credit of the Resulting Company.

9.2 Upon the Scheme coming into effect, the Resulting Company shall be entitled to claim refunds or credits, including input tax credits, with respect to taxes paid by, for, or on behalf of, the Demerged Undertaking under Applicable Law, whether or not arising due to any inter se transaction, even if the prescribed time limits for claiming such refunds or credits have lapsed.

9.3 Upon the Scheme coming into effect, any TDS certificates issued by the Demerged Company to, or for the benefit of, the Demerged Undertaking under Income-tax Act, 1961 / Income Tax Act 2025 with respect to the inter se transactions would be available to the Resulting Company to seek refund of from the Tax authorities in compliance with law. Further, TDS deposited, TDS certificates issued or TDS returns filed by the Demerged Company pertaining to the Demerged Undertaking on transactions other than inter se transactions shall continue to hold good as if such TDS amounts were deposited, TDS certificates were issued and TDS returns were filed by the Resulting Company. Any TDS deducted by, or on behalf of, the Demerged Undertaking will be treated as advance Tax deposited by the Resulting Company and shall, in all Tax proceedings, be dealt with accordingly.

9.4 The Resulting Company is also expressly permitted to claim refunds, credits, benefits, concessions, deductions, allowances including restoration of input CENVAT credit, tax deduction in respect of nullifying of any transaction between or amongst the Demerged Undertaking and the Resulting Company.

9.5 The deduction of tax at source on any payment made by or to be made by the Demerged Company pertaining to the Demerged Undertaking under the Income-tax Act, 1961 / Income Tax Act 2025, service tax laws, central sales tax, state value added tax, goods and service tax laws or other Applicable Law and/or regulations dealing with taxes, duties or levies shall be deemed to have been made and duly complied with on behalf of the Resulting Company.

9.6 Upon the Scheme becoming effective, the Resulting Company is also expressly permitted to revise its income-tax returns, withholding tax returns, sales tax returns, excise and CENVAT returns, service tax returns, other tax returns, to obtain TDS certificates, including TDS certificates relating to transactions between or amongst the Demerged Undertaking and the Resulting Company and to claim refunds, advance tax and withholding tax credits, benefit of carry forward of accumulated losses etc., pursuant to the provisions of this Scheme.

9.7 In accordance with the Central Goods and Services Act, 2017 and other Applicable laws as are prevalent on the Effective Date, the unutilised credits relating to excise duties paid on inputs/capital goods/input services lying in the accounts of the Demerged Company pertaining to the Demerged Undertaking shall be permitted to be transferred to the credit of the Resulting Company, as if all such unutilised credits were lying to the account of the Resulting Company. The Resulting Company shall accordingly be entitled to set off all such unutilised credits against the applicable output tax payable by it or claim as refund unless already claimed.

9.8 Without prejudice to the generality of the foregoing, all benefits, incentives, losses, credits (including without limitation income tax, tax on book profits, wealth tax, custom duty, value added tax, goods and services tax or any other Tax), to which the Demerged Undertaking of the Demerged Company is entitled to in terms of Applicable Law, shall be available to and vest in the Resulting Company.

9.9 All the expenses incurred by the Demerged Company and/or the Resulting Company in relation to the demerger in accordance with this Scheme (including stamp duty expenses, if any) shall be allowed as deduction to the relevant party in accordance with Section 52 of the Income Tax Act 2025 over a period of 5 years beginning with the financial year in which this Scheme becomes effective.

10. INTER-SE TRANSACTIONS

With effect from Effective Date, all *inter-se* contracts solely between the Demerged Company and the Resulting Company in relation to the Demerged Undertaking, if any, shall stand cancelled and cease to operate, and appropriate effect shall be given to such cancellation and cessation in the books of accounts and records of the Resulting Company.

11. CONSIDERATION

11.1. Upon Part B of the Scheme coming into effect and in consideration of and subject to the provisions of this Scheme, the Resulting Company shall, without any further application, act, deed, consent, instrument or deed, issue and allot New Shares to the shareholders of the Demerged Company as follows, hereinafter referred to as Demerger Share Entitlement Ratio:

(i) 1,588 fully paid-up Redeemable Preference Shares ("RPS") having a face value of INR 10/- (Indian Rupees Ten Only) each of the Resulting Company for every 10,000 fully paid-up Optionally Convertible Redeemable Preference Shares (Series A) ("OCRPS") having a face value of INR 10/- (Indian Rupees Ten Only) each of the Demerged Company and;

(ii) 01 fully paid-up Redeemable Preference Shares ("RPS") having a face value of INR 10/- (Indian Rupees Ten Only) of the Resulting Company for 34,44,50,000 fully paid-up Optionally Convertible Redeemable Preference Shares ("OCRPS") having a face value of INR 10/- (Indian Rupees Ten Only) each of the Demerged Company and;

(iii) 01 fully paid-up Redeemable Preference Shares ("RPS") of INR 10/- (Indian Rupees Ten Only) of the Resulting Company for 70,00,000 fully paid-up equity shares having a face value of INR 10/- (Indian Rupees Ten Only) each of the Demerged Company

11.2. The said issue of New Shares would be on the terms and conditions as mentioned below:

Issuer	Dalmia Bharat Sugar and Industries Limited
Face Value	INR 10/- each
Tenure & Type	20 years from the date of allotment, subject to early redemption at the option of the issuer in accordance with applicable law.
Coupon / Dividend	8% per annum, non-cumulative, subject to availability of distributable profits/cash flows and applicable provisions of the Companies Act, 2013. No dividend shall be payable if redemption is undertaken within the first year from the date of allotment
Redemption	At face value of INR 10/- per share at the end of the tenure or upon early redemption by the issuer, subject to applicable law and the terms of issue.
Voting Right	The shares shall carry such voting rights as are available to the holders thereof under Section 47 of the Companies Act, 2013 and other applicable provisions of law, including voting rights on matters directly affecting the rights attached to the RPS.
Listing and Trading	Shares shall be neither listed nor tradeable on Stock Exchange.
Conversion	Redeemable Preference Shares shall not carry any conversion right.

11.3. New Shares shall be subject to the provisions of the memorandum of association and articles of association of Resulting Company, as the case may be, and shall rank pari passu in all respects with any existing same class of shares of Resulting Company, as the case may be, after the Effective Date including with respect to dividend, bonus, right shares, voting rights and other corporate benefits.

11.4. The issue and allotment of New Shares, is an integral part hereof and shall be deemed to have been carried out under the orders passed by the Tribunal without requiring any further act on the part of the Resulting Company or the Demerged Company or their shareholders and as if the procedure laid down under the Act and such other Applicable Laws as may be applicable were duly complied with. It is clarified that the approval of the members of the Resulting Company and/ or the Demerged Company to this Scheme, shall be deemed to be their consent/ approval for the issue and allotment of New Shares.

11.5. Subject to Applicable Laws, the New Shares that are to be issued in terms of this Scheme shall be issued in dematerialised form. The register of members maintained by the Resulting Company and/ or, other relevant records, whether in physical or electronic form, maintained by the Resulting Company, the relevant depository and registrar and transfer agent in terms of Applicable Laws shall (as deemed necessary by the Board of the Resulting Company) be updated to reflect the issue of New Shares in terms of this Scheme. The shareholders of the Demerged Company who hold shares in physical form, should provide the requisite details relating to his/ her/ its account with a depository participant or other confirmations as may be required, to the Resulting Company, prior to the Record Date to enable it to credit the New Shares.

11.6. For the purpose of the allotment of the New Shares pursuant to this Scheme, in case any shareholder's holding in the Demerged Company is such that such shareholder becomes entitled to a fraction of a New Share of the Resulting Company, the Resulting Company shall not issue any fractional New Share to such shareholder. Such fractional entitlement shall instead be discharged in cash by the Resulting Company, in proportion to the fractional entitlement of the relevant shareholder, based on the value of one New Share, after deduction of applicable taxes, if any. The cash amount payable towards such fractional entitlement shall be rounded off to the next Rupee and shall be paid to the

respective shareholders within 90 (ninety) days from the date of allotment of the New Shares.

11.7. The New Shares to be issued pursuant to this Scheme in respect of any shares of the Demerged Company which are held in abeyance under the provisions of Section 126 of the Act or otherwise shall pending allotment or settlement of dispute by order of Court or otherwise, be held in abeyance by the Resulting Company.

11.8. On the approval of the Scheme by the members of the Resulting Company pursuant to Section 232 of the Companies Act, it shall be deemed that the members have accorded their consent under Section 62, 42 and 55 of the Companies Act, or any other applicable provision of the Companies Act, as may be applicable. The Resulting Company shall, if and to the extent required, apply for and obtain any approvals from the concerned regulatory authorities, including the Registrar of Companies, SEBI and the Stock Exchanges, for the issuance and allotment of equity shares of Resulting Company to the members of Demerged Company pursuant to the Scheme.

11.9. It is hereby expressly clarified that the New Shares shall not be listed or admitted to trading on the Stock Exchanges pursuant to or in connection with this Scheme, and the sanction of this Scheme by the Hon'ble National Company Law Tribunal or the issue, allotment or credit of such New Shares to the shareholders of the Demerged Company shall not result in or constitute listing or admission to trading of such New Shares on the Stock Exchanges.

11.10. In the event of there being any pending and valid share transfers, whether lodged or outstanding, of any shareholder of the Demerged Company, the Board of Directors, or any committee thereof, of the Demerged Company shall be empowered in appropriate cases, even subsequent to the Record Date, as the case may be, to effectuate such a transfer in the Demerged Company, as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the Demerged Company or Resulting Company, as the case may be, in respect of such shares. The Board of Directors of the Resulting Company shall be empowered to remove any difficulties that may arise in the implementation of this Scheme.

11.11. Notwithstanding anything contained in this Scheme, and considering that the entire equity share capital of the Demerged Company is beneficially owned by one equity shareholder while the equity shares may stand registered in the name of one or more registered holders who do not hold any beneficial interest therein, the consideration as mentioned in clause 11.1(iii) shall be issued and allotted only to the beneficial owner, and no shares or other consideration whatsoever shall be issued or allotted to any registered equity shareholder of the Demerged Company who does not hold any beneficial ownership over the equity shares registered in their name. It is clarified that the issuance of the New Share solely to the beneficial owner shall be deemed to be in full discharge of the consideration payable under this Scheme.

12. ACCOUNTING TREATMENT

12.1. **Accounting treatment in the books of Demerged Company.**

12.1.1 The transfer of the Demerged Undertaking shall be accounted for in the books of the Demerged Company accordance with the applicable Accounting Standards notified under Section 133 of the Act read with the Companies (Accounting Standards) Rules, 2021, and other generally accepted accounting principles in India

12.1.2 Upon Part B of the Scheme becoming effective:

a) The respective carrying values of the assets and liabilities of the Demerged Undertaking, and the balance in the Statement of Profit and Loss attributable to the Demerged Undertaking as identified by the Board of Directors of the Demerged Company, as at the close of business on the day immediately preceding the Appointed Date, shall be reduced from the books of account of the Demerged Company

b) The difference, in case a debit balance, shall be adjusted first against the Capital Reserve arising under sub-clause (c) below and the balance, if any, against the balance in the Statement of Profit and Loss of the Demerged Company. If the

difference is a credit balance, then the same shall be recorded under the head Capital Reserve.

c) The face value of the preference share capital of the Demerged Company cancelled and extinguished without consideration pursuant to the Scheme shall be credited to the Capital Reserve of the Demerged Company

12.1.3 The Board of Directors of the Demerged Company are authorised to account for any of the matters not dealt with in clause herein above in accordance with the applicable Accounting Standards notified under Section 133 of the Act read with the Companies (Accounting Standards) Rules, 2021, and other generally accepted accounting principles in India

12.1.4 The adjustments to the Capital Reserve and the balance in the Statement of Profit and Loss of the Demerged Company pursuant to Clause 12.1.2 above, being consequential in nature, are proposed to be effected as an integral part of the Scheme. The order of the Tribunal sanctioning the Scheme shall be sufficient and no separate process or approval under the Act is required. Accordingly, the Demerged Company shall not be required to separately comply with the applicable provisions of the Act, including Section 66 of the Act, with respect to such adjustments.

12.2. **Accounting Treatment in the books of the Resulting Company.**

12.2.1. The transfer of the Demerged Undertaking shall be accounted for in the books of the Resulting Company using the acquisition method in accordance with the Indian Accounting Standard (IND AS) 103- Business Combinations as prescribed under section 133 of the Act, as notified under the Companies (Indian Accounting Standards) Rules, 2015 as may be amended from time to time and other generally accepted accounting principle in India

12.2.2. Upon Part B of the Scheme becoming effective:

a) The assets and liabilities of the Demerged Undertaking transferred to the Resulting Company shall be recorded at their respective fair market values as on the Appointed date;

b) The Resulting Company shall issue and allot the New Shares to the shareholders of the Demerged Company as per Clause 11 above and credit its share capital account with the aggregate face value of the New Shares issued to the shareholders of Demerged Company;

c) Receivables/ payables and other outstanding between the Demerged Company and the Resulting Company relating to the Demerged Undertaking will stand cancelled and there shall be no further obligation or outstanding in that behalf

d) In case of any difference in the accounting policy between the Demerged Company and the Resulting Company, the accounting policies followed by the Resulting Company shall prevail

e) The excess/deficit, if any, between the above points shall be adjusted in Goodwill/Capital reserve of the Resulting Company;

The financial statements of the Resulting Company with respect to Demerged Undertaking shall be restated in accordance with the requirements of Ind AS 103.

The Resulting Company shall comply with presentation and disclosure requirements as per IND -AS -103.

The Board of Directors of the Resulting Company are authorised to account for any of the matters not dealt with in clauses herein above in accordance with the Indian accounting standards (Ind AS) specified under section 133 of the Act read with Companies (Indian Accounting Standards) Rules, 2015.

13. CANCELLATION OF Series A OCRPS AND OCRPS OF DEMERGED COMPANY

13.1 Upon allotment of New Shares by Resulting Company to the shareholders of the Demerged Company, the existing Series A OCRPS and OCRPS issued by Demerged Company, shall stand cancelled and extinguished, without any consideration, in accordance with the terms of this Scheme and the order of the National Company Law Tribunal ("NCLT") sanctioning this Scheme. Such cancellation shall be effected as an integral part of the Scheme.

13.2 The cancellation and extinguishment of the existing Series A OCRPS and OCRPS and the issuance of New Shares pursuant to this Scheme shall be undertaken in a manner that gives effect to the shareholding structure contemplated under this Scheme. No consideration, other than the consideration expressly provided under Clause 11 of this Scheme, shall be payable to the Series A OCRPS holders and OCRPS holders on account of such cancellation and extinguishment.

13.3 The Reduction in Share Capital of the Demerged Company shall be effected as an integral part of this Scheme in accordance with the provisions of Section 66 and any other applicable provisions of the Act. The aforesaid reduction shall be deemed to be compliant without the Demerged Company being required to follow the process independently under Section 66 of the Act. The order of the NCLT sanctioning this Scheme shall be deemed to be an order under Section 66 of the Act confirming the reduction of share capital of the Demerged Company. Upon the Scheme becoming effective, the Demerged Company shall not be required to add the words "AND REDUCED" as a suffix to its name, and the provisions of Section 66(4) of the Act shall stand complied with in this regard.

13.4 Upon the Scheme becoming effective, Demerged Company shall give effect to the cancellation and extinguishment of the Series A OCRPS and OCRPS in its books of

account in accordance with the applicable accounting standards and the applicable provisions of law and shall be credited to the reserves of the Demerged Company

14. CONDUCT OF BUSINESS UNTIL EFFECTIVE DATE

14.1. With effect from the date of approval of the Scheme by the respective Boards of the Parties and up to and including the Effective Date, the Demerged Company shall ensure that the business of the Demerged Undertaking is carried on in the ordinary course of business, other than as required to give effect to the provisions of this Scheme in accordance with Applicable Law. The Demerged Company shall carry on the business of the Demerged Undertaking with reasonable diligence and business prudence and in the same manner as had been doing hitherto

14.2. The Demerged Company, with respect to Demerged Undertaking shall not alter substantially expand its business, or undertake: (i) any material decision in relation to business and affairs and operations other than that in the ordinary course of business; (ii) any agreement or transaction (other than an agreement or transaction in the ordinary course of business); and (iii) any new business, or discontinue any existing business other than that in the ordinary course of business, except with the written concurrence of the Board of the Resulting Company.

14.3. The Demerged Company, with respect to Demerged Undertaking shall not vary the terms and conditions of employment of any of its employees, except in the ordinary course of business or pursuant to any pre-existing obligation undertaken except with the written concurrence of the Resulting Company.

14.4. For the purpose of giving effect to the order passed under Sections 230 to 232 and other applicable provisions of the Act in respect of this Scheme by the Tribunal, the Resulting Company shall at any time pursuant to the orders approving this Scheme, be entitled to get the recorded of the change in the legal right(s) upon the demerger of the Demerged Undertaking in accordance with the provisions of Sections 230 to 232 of the Act. The Resulting Company shall always be deemed to have been

authorized to execute any pleadings, applications, forms, etc., as may be required to remove any difficulties and facilitate and carry out any formalities or compliances as are necessary for the implementation of this Scheme. For the purpose of giving effect to the vesting order passed under Section 230 to 232 of the Act in respect of this Scheme, the Resulting Company shall be entitled to exercise all rights and privileges, and be liable to pay all Taxes and charges and fulfil all its obligations, in relation to or applicable to all immovable properties, including mutation and/ or substitution of the ownership or the title to, or interest in the immovable properties which shall be made and duly recorded by the Appropriate Authority(ies) in favour of the Resulting Company pursuant to the sanction of the Scheme by the Tribunal and upon the effectiveness of this Scheme in accordance with the terms hereof, without any further act or deed to be done or executed by the Resulting Company. It is clarified that the Resulting Company shall be entitled to engage in such correspondence and make such representations, as may be necessary, for the purposes of the aforesaid mutation and/ or substitution.

14.5. PROPERTY IN TRUST

Notwithstanding anything contained in this Scheme, on or after Effective Date, until any property, asset, permit, contract and rights and benefits arising therefrom pertaining to the Demerged Undertaking are transferred, vested, recorded, effected and/ or perfected, in the records of any Appropriate Authority, regulatory bodies or otherwise, in favour of the Resulting Company, the Resulting Company is deemed to be authorized to enjoy the property, asset, permit, contract or the rights and benefits arising therefrom as if it was the owner of the property or asset or as if it was the original party to the permit or contract. It is clarified that till entry is made in the records of the Appropriate Authorities and till such time as may be mutually agreed between the Parties, the Demerged Company will continue to hold the asset, property, permit, contract and/or rights and benefits arising therefrom, as the case may be, in trust for and on behalf of the Resulting Company.

15. RETAINED UNDERTAKING OF THE DEMERGED COMPANY

15.1. The Retained Undertaking of the Demerged Company and all the assets, investments, liabilities and obligations of the Demerged Company in relation to the Retained Undertaking, shall continue to belong to and be vested in and be managed by the Demerged Company. The Demerged Company shall only be liable to perform and discharge all liabilities and obligations in relation to the Retained Undertaking of the Demerged Company and the Resulting Company shall not have any liability or obligation in relation to the Retained Undertaking of the Demerged Company.

15.2. All legal, Tax and/or other proceedings by or against the Demerged Company under any statute, whether pending on the Effective Date or which may be instituted at any time thereafter, which relate to the Retained Undertaking of the Demerged Company (including those relating to any property, right, power, liability, obligation or duties of the Demerged Company in respect of the Remaining Business of the Demerged Company) shall be continued and enforced against the Demerged Company. The Resulting Company shall in no event be responsible or liable in relation to any such legal, tax or other proceedings relating to the Remaining Business of the Demerged Company.

15.3. If the Resulting Company is in receipt of any demand, claim, notice and/ or is impleaded as a party in any proceedings before any Appropriate Authority, relating to the Retained Undertaking of the Demerged Company, the Parties shalltake all such steps in the proceedings before the Appropriate Authority to substitute the Resulting Company with the Demerged Company. However, if the Resulting Company is unable to get the Demerged Company so substituted in such proceedings, it shall defend the same or deal with such demand in accordance with the advice of the Demerged Company and at the cost of the Demerged Company and the latter shall reimburse the Resulting Company against all losses, costs, liabilities and obligations incurred by or against the Resulting Company in respect thereof.

PART C

GENERAL TERMS AND CONDITIONS

15 DIVIDENDS

15.1 The Parties shall be entitled to declare and pay dividends, whether interim or final prior to the Effective Date and in accordance with the Applicable Law and their respective dividend policies, if any, and in ordinary course of business.

15.2 It is clarified that the aforesaid provisions in respect of declaration of dividends (whether interim or final) are enabling provisions only and shall not be deemed to confer any right on any shareholder of the Parties to demand or claim or be entitled to any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Boards of the Parties, and subject to approval of the shareholders of the Parties, as applicable.

16 INCREASE OF AUTHORISED SHARE CAPITAL

16.1 During the pendency of the Scheme, the Resulting Company shall be entitled to increase its authorised share capital and alter capital clause in the memorandum of association and articles of association so as to enable allotment and issue of New Shares (Redeemable Preference Shares) to eligible members of the Demerged Company as provided in this Scheme.

17 AMENDMENT TO MEMORANDUM OF ASSOCIATION OF RESULTING COMPANY

17.1 In order to carry on the activities currently being carried on by the Demerged Company in relation to the Demerged Undertaking, upon coming into effect of the Scheme, the following main objects in the memorandum of association of the Demerged Company pertaining to the Demerged Undertaking shall be added under the objects for

which the Company is established of the memorandum of association of the Resulting Company upon the Scheme becoming effective;

"To carry on either by itself or through appointed persons, the business of software designing developing, engineering, implementing, operating, customization, maintaining, licensing and providing technology platforms, testing and benchmarking , software solutions, artificial intelligence and machine learning models, data analytics, remote sensing, geospatial technologies, Internet of Things (IoT) integration, workflow automation systems and digital supply chain platforms (including on Software-as-a Service (SaaS) and Platform-as-a-Service (PaaS) models) and to provide related consultancy, advisory, training, implementation support and managed services, to provide internet/ web-based applications, and to do all such acts and things as are incidental or ancillary thereto."

18 SEQUENCING OF EVENTS

18.1 Upon the coming into effect of the Scheme and with effect from the Appointed Date of the Scheme, and subject to the provisions of the Scheme, the following shall be deemed to have occurred, only in the sequence and in the order mentioned hereunder:

a) filing of certified copies of the order(s) of the Hon'ble Tribunal with the Registrar of Companies by the Demerged Company and the Resulting Company, pursuant to which, the demerger of the Demerged Undertaking from the Demerged Company into and with the Resulting Company, in accordance with this Scheme shall become effective;

b) issue and allotment of the New Shares of the Resulting Company to the shareholders of the Demerged Company as of the Record Date in accordance with Clause 11 of this Scheme.

c) Cancellation and extinguishment of the existing Series A OCRPS and OCRPS of the Demerged Company.

19 VALIDITY OF EXISTING RESOLUTIONS, ETC

Upon the coming into effect of this Scheme, the resolutions/ power of attorney executed by the Demerged Company as considered necessary by the Board of the Demerged Company in relation to the Demerged Undertaking and that are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions and power of attorney passed/ executed by the Resulting Company, as the case may be, and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then said limits as are considered necessary by the Board of the Demerged Company, shall be added to the limits, if any, under like resolutions passed by the Resulting Company and shall constitute the aggregate of the said limits in the Resulting Company

20 FACILITATION PROVISIONS

It is clarified that approval of the Scheme by the respective shareholders of the Parties under Sections 230 to 232 of the Act shall be deemed to have also been accorded under Section 177, Section 188 and other applicable provisions of the Act and that no separate approval of the Audit Committee, the Board (or committee of the Board) and/or shareholders of the Parties shall be required to be obtained by any Party.

21 APPLICATIONS/PETITIONS TO THE TRIBUNAL

21.1 The Parties shall make and file all applications and petitions under Sections 230 to 232 and other applicable provisions of the Act before the Tribunal, for sanction of this Scheme under the provisions of the Act.

21.2 The Parties shall be entitled, pending the sanction of the Scheme, to apply to any Appropriate Authority, if required, under any Applicable Law for such consents and approvals which the Resulting Company may require to own the assets and/ or liabilities of the Demerged Undertaking.

22 MODIFICATION OR AMENDMENTS TO THIS SCHEME

22.1 The Boards of the Parties may consent jointly but not individually, to make any modifications or amendments to this Scheme at any time and for any reason whatsoever, or which may otherwise be considered necessary, desirable or appropriate. The Board of the Parties acting jointly may consent to any conditions or limitations that the Tribunal or any other Appropriate Authority may impose.

22.2 For the purpose of giving effect to this Scheme or any modification thereof, the Board of the Parties acting jointly may give such directions including directions for settling any question or difficulty that may arise and such directions shall be binding on all Parties as if the same were specifically incorporated in this Scheme.

It is clarified that if any modifications are required post satisfaction of the conditions precedent mentioned in Clause 23 and the Scheme having been made effective, the Effective Date shall not be affected by any such modifications that might be required to be made and the Effective Date for such modified Scheme shall be same as the date on which Scheme was made effective prior to the modifications.

23 CONDITIONS PRECEDENT

23.1 The Scheme is conditional on and subject to:

a) The requisite sanctions and approvals of all government, statutory, regulatory, judicial or other authority as may be necessary, and any consents, no-objection confirmations or approvals of the Stock Exchange, in respect of the Scheme being obtained;

b) Approval of the Scheme by the requisite majority of such classes of persons of the Parties, if any, as applicable or as may be required under the Act and as may be directed by the Tribunal;

c) The Scheme shall be acted upon only if the votes cast by the public shareholders of the Resulting Company in favour of the proposal for approval of the Scheme are more than the number of votes cast by the public shareholders of Resulting Company against it, as required under the SEBI Circular. The term 'public' shall carry the same meaning as defined under Rule 2 of Securities Contracts (Regulation) Rules, 1957;

d) The Resulting Company complying with other provisions of the SEBI Circular, including seeking approval of its shareholders through e-voting, as applicable;

e) The sanctions and orders of the Tribunal for the Scheme, under Sections 230 to 232 been obtained by the Parties;

f) The requisite consent, approval or permission of the Appropriate Authority or any other Person which by Applicable Law or contract, agreement may be necessary for the effectiveness of this Scheme;

g) Any other conditions as may be mutually agreed between the Parties in writing, prior or after the date of filing the Scheme with the Tribunal, as conditions precedent to the effectiveness of the Scheme; and

h) Certified/ authenticated copies of the orders of the Tribunal, sanctioning the Scheme, been filed by the Demerged Company and the Resulting Company with the Registrar of Companies having jurisdiction over the Parties.

23.2 It is hereby clarified that submission of this Scheme to the Tribunal and to the Appropriate Authorities for their respective approvals is without prejudice to all rights, interests, titles or defences that Parties may have under or pursuant to all Applicable Laws.

23.3 On the approval of this Scheme by each class of shareholders of the Parties and such other classes of Persons of the Parties, if any, pursuant to Clause 20, such classes of shareholders and classes of Persons shall also be deemed to have resolved and accorded all relevant

consents under the Act or otherwise to the same extent applicable in relation to the Scheme.

24 WITHDRAWAL OF THIS SCHEME AND NON-RECEIPT OF APPROVALS

24.1 Without prejudice to the generality of the foregoing, each Party (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) shall be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any authority is unacceptable to them or as may otherwise be deemed expedient or necessary.

24.2 In the event of any of the sanctions and approvals not being obtained and/or the Scheme not being sanctioned by the Tribunal, and/or the order or orders not being passed as aforesaid on or before a date as mutually agreed by the Parties, this Scheme shall become null and void and each Party shall bear and pay its respective costs, charges and expenses for and/ or in connection with this Scheme.

24.3 In the event of revocation/ withdrawal of the Scheme under Clause 24.1 or 24.2 above, no rights and liabilities whatsoever shall accrue to or be incurred inter se amongst Parties or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or in accordance with the Applicable Law and as agreed between the Parties and in such case, each Party shall bear its own costs, unless otherwise mutually agreed.

25 SEVERABILITY

If any provision of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the mutual agreement of the Demerged Company and Resulting Company in writing, affect the validity or implementation of the other provisions of this Scheme.

26 WRONG POCKET ASSETS

26.1 If any part of the Demerged Undertaking is not transferred to the Resulting Company on the Effective Date pursuant to the Scheme, the Resulting Company shall take such actions as may be reasonably required to ensure that such part of the Demerged Undertaking, is transferred to the Resulting Company promptly and for no further consideration. The Resulting Company shall bear all costs and expenses as may be incurred by the Demerged Company.

26.2 If the Demerged Company realizes any amounts after the Effective Date that form part of the Demerged Undertaking, it shall immediately transfer such amounts to the Resulting Company. It is clarified that all receivables relating to the Demerged Undertaking, relating to the period prior to the Effective Date, but received after the Effective Date, shall be paid to the Resulting Company for no additional consideration. If the Resulting Company realizes any amounts after the Effective Date that pertains to the Remaining Business, the Resulting Company shall immediately pay such amounts to the Demerged Company (or its successor entity).

27 COSTS AND EXPENSES

All costs, charges, Taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) arising out of or incurred in carrying out and implementing Part B and matters incidental thereto, (including stamp duty) shall be borne by the Resulting Company and the Resulting Company shall be entitled to claim deduction of all such expenses in accordance with the provisions of Section 52 of the Income-tax Act, 2025.

28 NO CAUSE OF ACTION

No third party claiming to have acted or changed his position in anticipation of this Scheme taking effect shall get any cause of action against the Demerged Company, Resulting

Company or their directors or officers, if the Scheme does not take effect or is withdrawn, amended or modified for any reason whatsoever.

29 SAVING OF CONCLUDED TRANSACTIONS

Nothing in this Scheme shall affect any transaction or proceedings already concluded or liabilities incurred by the Demerged Company in relation to the Demerged Undertaking until the Appointed Date, to the end and intent that the Resulting Company shall accept and adopt all acts, deeds and things done and executed by the Demerged Company in respect thereto as done and executed on behalf of the Resulting Company.

30 REMOVAL OF DIFFICULTIES

30.1 The Companies, through mutual consent and acting through their respective Board of Directors, jointly and as mutually agreed in writing may give such directions (acting jointly) and agree to take steps, as may be necessary, desirable or proper, to resolve all doubts, difficulties or questions arising under this Scheme, whether by reason of any orders of Hon'ble NCLT or of any directive or orders of any Appropriate Authority, under or by virtue of this Scheme in relation to the arrangement contemplated in this Scheme and/ or matters concerning or connected therewith or in regard to and of the meaning or interpretation of this Scheme or implementation thereof or in any manner whatsoever connected therewith, or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any of those to the extent permissible under Applicable Law; and do all such acts, deeds and things as may be necessary, desirable or expedient for carrying the Scheme into effect.

SCHEDULE -1 ("Retained Proceedings")

All contingent liabilities not recorded in the audited books of accounts of the Demerged Company as on 31st March 2026 shall form part of this Schedule

ONGOING LITIGATIONS AGAINST HIPPOSTORES TECHNOLOGY PRIVATE LIMITED ("Demerged Company" or "HTPL")

Sl. No.	Case details and forum	Nature of dispute	Claim amount
1.	Ashish Chhabra vs HTPL	Claim of variable pay	Rs.8,55,432/- along with costs
2.	Hemlata vs HTPL (Dwarka, Delhi)	Consumer dispute	Rs.10,41,351/- along with costs of Rs.50,000/-
3.	Kirshna vs HTPL (Panchkula, Haryana)	Consumer dispute	Rs.2,50,000/- along with costs of Rs.55,000/-
4.	Vishu Goyal vs HTPL (ITO, Delhi)	Consumer dispute	Rs.18,58,890.88/- along with costs of Rs.1,00,000/-
5.	Tathagata Ghosh vs HTPL (ITO, Delhi)	Consumer dispute	Rs.13,50,004/- along with costs of Rs.51,000/-
6.	Mahajan Engineering vs HTPL	Trademark dispute Apart from declaration & injunction, damages have also been sought	Damages of Rs.55,00,000/- along with costs
7.	Anil Sharma vs HTPL	Hearing yet to be scheduled before Arbitral Tribunal	Rs.1,78,24,000/-
8.	Amit Kumar vs HTPL (Labour Court, Rouse Avenue, Delhi)	Labour dispute (Deletion application filed)	Reinstatement with all benefits
9.	Ashok Kumar Pandey vs HTPL (Lucknow, UP)	Consumer dispute	Rs.10,00,000/- with costs

Rachna Goria

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