

BEFORE THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL,
BENGALURU BENCH

In the matter of Companies Act, 2013

IN THE MATTER OF SIDDAPUR DISTILLERIES LIMITED AND SHRI
PRABHULINGESHWAR SUGARS AND CHEMICALS LIMITED

AND

IN THE MATTER OF SCHEME OF ARRANGEMENT BETWEEN SIDDAPUR
DISTILLERIES LIMITED AND SHRI PRABHULINGESHWAR SUGARS AND
CHEMICALS LIMITED UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT,
2013

CA (CAA) No. 45 /BB/2024

IN THE MATTER OF

SIDDAPUR DISTILLERIES LIMITED

Sy. No. 95/1A and 1B, Siddapur Village,
Jamkhandi Taluk, Siddapur, Bagalkot,
Karnataka - 587 301

... APPLICANT NO. 1/TRANSFEROR
COMPANY

AND

**SHRI PRABHULINGESHWAR SUGARS AND
CHEMICALS LIMITED**

Sy. No. 104, 100 & 96, Factory Site, Village
Siddapur, Taluk Jamkhandi, Siddapur, Bagalkot,
Karnataka - 587 301

... APPLICANT NO. 2/TRANSFeree
COMPANY

**NOTICE CONVENING MEETING OF THE EQUITY SHAREHOLDERS OF SHRI
PRABHULINGESHWAR SUGARS AND CHEMICALS LIMITED (APPLICANT NO. 2/
TRANSFeree COMPANY)**

DETAILS OF THE MEETING

Day	Tuesday
Date	28 th January, 2025
Time	12:00 PM

Location	Registered office of the Transferee Company situated at Sy. No. 104, 100 & 96, Factory Site, Village, Siddapur, Taluk Jamkhandi, Siddapur, Bagalkot, Karnataka - 587 301.
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INDEX

SL. NO.	PARTICULARS	PAGE NO.
1.	Notice of meeting of the Equity Shareholders of Shri Prabhulingeshwar Sugars and Chemicals Limited (Transferee Company) along with explanatory statement	1 - 18
2.	Proxy Form	19 - 21
3.	Attendance Slip and Route Map	22 - 24
4.	Copy of Scheme of Arrangement	25 - 48

FORM NO. CAA 2
BEFORE THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL,
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PRABHULINGESHWAR SUGARS AND CHEMICALS LIMITED

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IN THE MATTER OF

SIDDAPUR DISTILLERIES LIMITED

Sy. No. 95/1A and 1B, Siddapur Village,
Jamkhandi Taluk, Siddapur, Bagalkot,
Karnataka - 587 301

APPLICANT NO. 1/TRANSFEROR
COMPANY

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AND

SHRI PRABHULINGESHWAR SUGARS AND
CHEMICALS LIMITED

Sy. No. 104, 100 & 96, Factory Site, Village
Siddapur, Taluk Jamkhandi, Siddapur,
Bagalkot, Karnataka - 587 301

APPLICANT NO. 2/TRANSFEEE
COMPANY

...

**NOTICE CONVENING MEETING OF THE EQUITY SHAREHOLDERS OF SHRI
PRABHULINGESHWAR SUGARS AND CHEMICALS LIMITED (APPLICANT NO. 2/
TRANSFEEE COMPANY)**

Notice is hereby given that vide Order dated 05.12.2024, the Hon'ble National Company Law Tribunal, Bengaluru Bench ("*Hon'ble NCLT*") has directed the Transferee Company to convene meeting of the Equity Shareholders of the Applicant Company No. 2 on 28.01.2025 at 12:00 PM, for the purpose of considering and if thought fit, approving with or without modification, the Scheme of Arrangement proposed to be made between Siddapur Distilleries Limited ("*Transferor Company*") and Shri Prabhulingeshwar Sugars and Chemicals Limited ("*Transferee Company*") and its respective shareholders and creditors.

In pursuance of the said Order, and as directed therein, further notice is hereby given that the meeting of the Equity Shareholders of the Transferee Company will be held on 28.01.2025 at 12:00 PM, at the registered office of the Transferee Company at Sy. No. 104, 100 & 96, Factory Site, Village Siddapur, Taluk, Jamkhandi, Siddapur, Bagalkot, Karnataka – 587 301.

At the meeting, the said Equity Shareholders may consider and, if thought fit, approve with or without modifications (s) the following Resolutions:

“RESOLVED THAT pursuant to the provisions of Section 230 to 232 of the Companies Act, 2013, and all other applicable provisions and also read with Companies (Compromises, Arrangements and Arrangements) Rules, 2016 and enabling provisions in the Memorandum of Association and Articles of Association of Shri Prabhulingeshwar Sugars and Chemicals Limited and as directed by the National Company Law Tribunal, Bengaluru Bench (“Hon’ble NCLT”) constituted under the provisions of the Act, as the case may be or such other competent authority, as may be applicable or any other appropriate authority under the applicable provisions of the Act and such other approvals/permissions/exemptions, as may be required under the applicable laws, the consent of the Equity Shareholders of the Transferee Company be and is hereby accorded to the Scheme of Arrangement between Siddapur Distilleries Limited and Shri Prabhulingeshwar Sugars and Chemicals Limited and their respective Shareholders and Creditors.

RESOLVED FURTHER THAT the Board of Directors are hereby jointly/severally authorized to do all such acts, deeds, matters and things, as may be considered requisite, desirable, appropriate or necessary to give effect to this resolution and effectively implement the arrangement embodied in the Scheme and to accept such modifications, amendments, limitations and/or conditions, if any, which may be required and/or imposed by the National Company Law Tribunal while sanctioning the Scheme or by any authorities under law, or as may be required for the purpose of resolving any doubts or difficulties that may arise in giving effect to the Scheme, as the Board of Directors may deem fit and proper.”

-Sd

Jagadeesh Shivayya Gudagunti

Director

SHRI PRABHULINGESHWAR SUGARS AND CHEMICALS LIMITED

Transferee Company

Date : 23/12/2024

Place: Jamkhandi

Sy. No. 104,100 &96, Factory Site, Village Siddapur Taluk, Jamkhandi, Siddapur, Bagalkot, Karnataka – 587 301

CIN: U85110KA1995PLC017861

NOTES :

1. Pursuant to the directions of the Hon’ble National Company Law Tribunal, Bengaluru Bench vide Order dated 5th December, 2024, the meeting of the Equity Shareholders of the Transferee Company is being conducted at the registered office of the Transferee Company located at Sy. No. 104, 100 & 96, Factory Site, Village Siddapur, Taluk Jamkhandi, Siddapur,

Bagalkot, Karnataka - 587 301, to transact the business set out in the Notice convening this Meeting.

2. Only Equity Shareholders of the Transferee Company may attend the meeting, by authorised representative.

3. The Authorised representative of the body corporate which is an Equity Shareholders of the Transferee Company, may attend the meeting provided that the certified true copy of the resolution of the Board of Directors or other governing body of the Body Corporate authorising such representative to attend and vote at the meeting is deposited at the registered office of the Transferee Company, either physically or through e-mail sent to vinod@vrconsulting.biz not later than 48 hours before the scheduled time of the commencement of the meeting of the Equity Shareholders of the Transferee Company.

4. The Equity Shareholders entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote.

5. The Proxy Form duly filled should, however, be deposited at the registered office of the Transferee Company or to be sent through e-mail to vinod@vrconsulting.biz not later than 48 hours before the scheduled time of commencement of the meeting of the Equity Shareholders of the Transferee Company.

6. The authorised representative or proxy are required to carry a copy of valid proof of identity (i.e., a PAN Card/Aadhaar Card/Passport/Driving License, Voter Id card) at the meeting.

7. All the alteration made in proxy form should be initialled.

8. The Equity Shareholders or proxy or authorised representative is required to produce the attendance slip duly completed and signed.

9. Only such Equity Shareholders of Transferee Company may attend and vote (either in person or by proxy or by authorised representative) at the meeting, whose name appear in the list of Equity Shareholders of Transferee Company as on 30.06.2024.

10. Copies of the Scheme of Arrangement and of the statement under Section 230 and other applicable provisions of the Companies Act, 2013 can also be obtained free of charge at the registered office of the Transferee Company or at the office of its Advocate, Mr. Abhijit Atur, Partner at M/s. Agraa Legal, Advocates & Consultants, 3rd Floor, Shravanee Krishna Mansion, 31, 10th Main, Ashoka Pillar Road, Jayanagar, 2nd Block, Bangalore - 560 011.

11. The Hon'ble Tribunal has appointed Shri Ajay Kumar Vatsavayi, Ex-Member of NCLT, as Chairperson and Shri Vinod Sunder Raman, Practising Company Secretary, as Scrutinizer

of the said meeting. The Scheme, if approved by the meeting, will be subject to the subsequent approval of the Tribunal.

12. The scrutinizer will submit his report to the Chairperson of the meeting after scrutinizing the votes logged by the Equity Shareholder. The result of voting on the resolution at the meeting shall be announced by the Chairperson of the meeting / alternative Chairperson appointed herewith.

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In the matter of Companies Act, 2013

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PRABHULINGESHWAR SUGARS AND CHEMICALS LIMITED

AND

IN THE MATTER OF SCHEME OF ARRANGEMENT BETWEEN SIDDAPUR
DISTILLERIES LIMITED AND SHRI PRABHULINGESHWAR SUGARS AND
CHEMICALS LIMITED UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT,
2013

CA (CAA) No. 45 /BB/2024

IN THE MATTER OF

SIDDAPUR DISTILLERIES LIMITED

Sy. No. 95/1A and 1B, Siddapur Village,
Jamkhandi Taluk, Siddapur, Bagalkot,
Karnataka - 587 301

APPLICANT NO. 1/TRANSFEROR
COMPANY

...

AND

SHRI PRABHULINGESHWAR SUGARS AND
CHEMICALS LIMITED

Sy. No. 104, 100 & 96, Factory Site, Village
Siddapur, Taluk Jamkhandi, Siddapur, Bagalkot,
Karnataka - 587 301

APPLICANT NO. 2/TRANSFEEE
COMPANY

...

EXPLANATORY STATEMENT UNDER SECTION 230 OF THE COMPANIES ACT, 2013
READ WITH RULE 6 OF THE COMPANIES (COMPROMISE, ARRANGEMENT AND
ARRANGEMENT) RULES, 2016

I. DETAILS OF THE ORDER, VENUE, TIME AND DATE OF THE MEETING

1. The National Company Law Tribunal, Bengaluru Bench vide its Order dated 05.12.2024 in C.A. (CAA) No. 45/ BB/ 2024 filed by Transferor Company and Transferee Company under Section 230 to 232 of the Companies Act, 2013 *inter alia* directed the calling, convening and conducting of meeting of the Equity Shareholders of Shri Prabhulingeshwar Sugars and Chemicals Limited on 28.01.2025 at 12:00 PM at the registered office of the Transferee Company.

2. Based on the evaluations, the Board of the Companies have come to the conclusion that the Scheme is in the best interest of the parties concerned. A copy of the Scheme as approved by the Board of the Transferee Company is enclosed.

II. DETAILS OF THE TRANSFEROR COMPANY - SIDDAPUR DISTILLERIES LIMITED

3. Siddapur Distilleries Limited (*Transferor Company/ Applicant No. 1*) is an unlisted public company registered under the provisions of the Companies Act, 1956, having CIN : U01551KA2003PLC032213 and having its registered office at Sy. No. 95/1A and 1B, Siddapur Village, Jamkhandi Taluk, Siddapur, Bagalkot - 587 301. The PAN of the Transferor Company is AAHCS3831R and the GSTIN of the Transferor Company is 29AAHCS3831R1ZL.

4. The Transferor Company is a distillery engaged in the business of production of Ethanol, Rectified Spirits and Extra Neutral Alcohol. The main objectives of the Transferor Company are to carry on in India or elsewhere the business of manufacturing, producing, processing, fermenting, mixing, marketing, bottling and act as franchiser, job worker, wholesaler, retailer, etc. of all types of distillery products like Alcohol, Ethanol, Extra Neutral Alcohol, Head Spirit, Fusel Oil, Bio-methanation, Bio-Compost, Industrial Alcohol etc. The shares of the Transferor Company are at present not listed on any stock exchanges, whether in India or any other jurisdiction.

5. Names of the Stock exchanges where the securities are listed - Nil

6. The share capital structure of the Transferor Company as on 31st March, 2024 is as follows:

Equity Share Capital	
Authorised Capital	Amount (Rs.)
1,00,00,000 Equity shares of Rs. 10/- each	10,00,00,000/-
Issued, Subscribed & Paid-up Capital	Amount (Rs.)
57,92,845 Equity shares of Rs. 10/- each fully paid-up	5,79,28,450

7. The following are the directors of the Transferor Company as on date : List of the directors of the Transferor Company is as listed in **Part I of Annexure A**.

8. The following are the Promoters of the Transferor Company as on date : Details of the Promoters of the Transferor Company is listed in **Part II of Annexure A**.

9. That the proposed Scheme of Arrangement is between Siddapur Distilleries Limited and Shri Prabhulingeshwar Sugars and Chemicals Limited and their respective shareholders and creditors.

III. DETAILS OF THE TRANSFEREE COMPANY - SHRI PRABHULINGESHWAR SUGARS AND CHEMICALS LIMITED

10. Shri Prabhulingeshwar Sugars and Chemicals Limited (*Transferee Company/Applicant No. 2*) is an unlisted public company registered under the provisions of the Companies Act, 1956, having CIN : U85110KA1995PLC017861 and having its registered office at Sy. No. 104, 100 & 96, Factory Site, Village Siddapur, Taluk Jamkhandi, Siddapur, Bagalkot, Karnataka - 587 301. The PAN of the Transferee Company is AACCS7864B and the GSTIN of the Transferee Company is 29AACCS7864B1Z6.

11. The Transferee Company is, inter alia, engaged in the business of manufacturing, refiners, producers, importers, exporters and dealers in cane sugar, beet sugar, starch sugar, sugar syrup, molasses, bagasse, generation and selling of power etc. Further to carry on business of distilleries, brewers, masters, compounders, rectifiers and dealers in all kinds of spirits and alcohol etc.

12. The share capital structure of the Transferee Company as on 31st March, 2024 is as follows:

Equity Share Capital	
Authorised Capital	Amount (Rs.)
5,00,00,000/- equity shares of Rs.10/- each	50,00,00,000/-
1,00,00,000/- 13% Non-cumulative redeemable preference shares of Rs 10/- each	10,00,00,000/-
Total Share Capital	60,00,00,000/-
Issued, Subscribed & Paid-up Capital	Amount (Rs.)
4,66,18,595 equity shares of Rs. 10/- each fully paid-up	46,61,85,950

13. The following are the directors of the Transferee Company as on date : List of the directors of the Transferee Company is as listed in **Part I of Annexure B**.

14. The following are the Promoters of the Transferee Company as on date : Details of the Promoters of the Transferee Company is listed in **Part II of Annexure B**.

IV. That the proposed Scheme of Arrangement is between Siddapur Distilleries Limited and Shri Prabhulingeshwar Sugars and Chemicals Limited and their respective shareholders and creditors.

V. DETAILS OF THE BOARD MEETING

15. That the Board of Directors at the meeting of the Transferor Company and Transferee Company held on 22.06.2024 and 22.06.2024 approved the Scheme.

16. The following Directors voted in favour of the Scheme: All the directors of the Transferor Company and Transferee Company have voted in favour of the Scheme at their respective meetings.

17. The following Directors voted against the Scheme : Nil

18. That the following Directors were non-participating directors to the Scheme : Nil

VI. DETAILS OF THE SCHEME OF ARRANGEMENT

19. That the Scheme of Arrangement envisages the arrangement of Siddapur Distilleries Limited and Shri Prabhulingeshwar Sugars and Chemicals Limited and the salient features of the proposed Scheme are as follows :

A. The Appointed Date under the Scheme is 01st April, 2024 or such other date as the Hon'ble NCLT may direct.

B. With effect from the Appointed Date, all the assets of the Transferor Company shall without any further act, instrument, deed or order to be transferred to and be vested with the Transferee Company as a going concern.

C. On and from the Appointed Date and upon this Scheme becoming effective, all debts, secured and unsecured liabilities, if any and obligations of every kind including tax liabilities of the Transferor Company shall be transferred to and vested in and managed by the Transferee Company as a going concern.

D. The Scheme further provides that upon the Scheme becoming effective and with effect from the Appointed Date:-

i. All assets and properties of the Transferor Company shall stand transferred to and be vested in the Transferee Company;

ii. All legal proceedings of whatsoever in nature by or against the Transferor Company shall be continued by or against the Transferee Company.

iii. All the contracts and deeds of which the Transferor Company is a party shall remain in full force and effect against or in favour of the Transferee Company.

iv. All licenses relating to the Transferor Company shall stand transferred to and be vested in and/or be deemed be transferred to and be vested in the Transferee Company.

- v. All contracts (including without limitation insurance contracts, customer contracts, etc.) to which the Transferor Company is a party shall stand transferred to and be vested in the Transferee Company;
- vi. All Intellectual Property of the Transferor Company (whether or not registered) and rights in relation thereto shall stand transferred to and be vested in the Transferee Company;
- vii. 19.72% of the share capital of the Transferee Company i.e., 91,91,800 of equity shares of Rs. 10/- each fully paid up is held by the Transferor Company. Consequently, the investments in shares of the Transferee Company appearing in the books of the Transferor Company as on the Appointed Date shall stand cancelled pursuant to this Scheme.
- viii. On and from the Appointed Date, the Transferor Company shall be deemed to have carried on and carry on their business for and on behalf of the Transferee Company.
- ix. All permanent employees of the Transferor Company, who are in service on the Effective Date shall become the employees of the Transferee Company without any break or interruption in service and on terms of service not less favorable than those enjoyed by them.
- x. The Scheme further provides that upon the Scheme becoming effective and upon the transfer and vesting of the Transferor Company with and into the Transferee Company pursuant to the terms of this Scheme, the entire amount of the authorized share capital shall stand merged with the authorized share capital of the Transferee Company.
- xi. The Scheme further provides that upon the Scheme becoming effective and upon the transfer and vesting of the Transferor Company with and into the Transferee Company pursuant to the terms of the Scheme, the paid-up and issued share capital of the Transferee Company to the extent of the Transferor Company's shareholding in the Transferee Company shall stand reduced.
- xii. The Scheme further states that the arrangement of the Transferor Company with the Transferee Company shall be accounted in the books of the Transferee Company by way of an as per "Pooling of Interests Method" under AS - 14 (Accounting for Amalgamation) and any other relevant Accounting Standards prescribed under Section 133 of the Companies Act, 2013.

20. Rationale and benefits of the Scheme : Is as provided in the Scheme

21. Total amount due to the Secured Creditors of the Transferor Company as of 30.06.2024 : Rs.2,92,13,15,913 /- (Rupees Two Hundred and Ninety Two Crores Thirteen Lakhs Fifteen Thousand Nine Hundred and Thirteen Only).

22. Total amount due to the Unsecured Creditors of the Transferor Company as of 30.06.2024 : Rs.30,58,39,190/- (Rupees Thirty Crores Fifty Eight Lakhs Thirty Nine Thousand One Hundred and Ninety Only).

23. Total amount due to the Secured Creditors of Transferee Company as on 30.06.2024 : Rs. 6,81,91,16,136/- (Rupees Six Hundred Eighty One Crores Ninety One Lakh Sixteen Thousand One Hundred and Thirty Six Only)

24. Total amount due to the Unsecured Creditors of the Transferee Company as on 30.06.2024 : Rs.1,54,86,12,718/- (Rupees One Hundred and Fifty Four Crores Eighty Six Lakh Twelve Thousand Seven Hundred and Eighteen Only)

VII. DISCLOSURE ABOUT THE EFFECT OF THE SCHEME OF ARRANGEMENT

The Scheme is not detrimental to:

- a) Key managerial personnel;
- b) Directors;
- c) Promoters;
- d) Non-promoter directors;
- e) Depositors;
- f) Creditors;
- g) Debenture Holders;
- h) Deposit Trustee and Debenture Trustee;
- i) Employees of Company

VIII. INVESTIGATION OR PROCEEDINGS AGAINST THE COMPANY

There are no pending investigations or proceedings against the Transferee Company under the Companies Act, 2013

IX. Details of the approvals, sanctions or no-objection(s), if any, from regulatory or any other governmental authorities required, received or pending for the proposed Scheme of Compromise or Arrangement - Nil

X. DETAILS OF THE DOCUMENTS AVAILABLE FOR INSPECTION

The following documents shall be available for inspection at the Registered Office of the Transferee Company on any working day prior to the date of the meeting between 10:00 AM to 5:00 PM.

- i. Latest audited financial statements of the financial year ended 31.03.2024;
- ii. Copy of the Order dated 05.12.2024 passed by the Hon'ble NCLT, Bengaluru Bench in C.A. (CAA) No. 45/BB/2024 with the directions for convening meetings of the Secured and

- Unsecured Creditors of the Transferor Company and Equity Shareholders, Secured and Unsecured Creditors of the Transferee Company;
- iii. Copy of the Scheme of Arrangement;
 - iv. Auditor's Certificate under Section 133 of the Companies Act, 2013;
 - v. List of Equity Shareholders of the Transferee Company as on 30.06.2024
 - vi. Any other information or document as the Board or management believes necessary and relevant for making decisions.

That the Equity Shareholders are entitled to attend and vote at the meeting, may vote in person or by proxy, provided the proxy in the prescribed form is deposited at the registered office at Sy. No. 104, 100 & 96, Factory Site, Village Siddapur, Taluk Jamkhandi, Siddapur, Bagalkot, Karnataka - 587 301 or sent through e-mail to vinod@vrconsulting.biz not later than 48 hours before the meeting.

-Sd

Jagadeesh Shivayya Gudagunti

Director

**SHRI PRABHULINGESHWAR SUGARS AND CHEMICALS
LIMITED**

Transferee Company

Sy. No. 104,100 &96, Factory Site, Village Siddapur Taluk,
Jamkhandi, Siddapur, Bagalkot, Karnataka - 587 301

CIN: U85110KA1995PLC017861

Date : 23/12/2024

Place: Jamkhandi

ANNEXURE A

Part - I

List of Directors of the Transferor Company - Siddapur Distilleries Limited

Sl No.	DIN	NAME AND ADDRESS OF THE DIRECTOR	DESIGNATION	ADDRESS	DATE OF APPOINTMENT
1.	00464873	Jagadeesh Shivayya Gudagunti	Managing Director	Sakshatkar' Nilay Ramtirth Palace Road Jamkhandi - 587301 Dist. Bagalkot Karnataka State	07-07-2003
2.	00801770	Dharmalingayya Jagadeesh Gudagunti	Whole - time Director	Mallikarjun Nilay' Mahaveer Colony Kudachi Road Jamkhandi - 587301 Dist. Bagalkot	17-08-2019
3.	02863480	Mruthyunjaya Chandrashekhar Hiremath	Director	1914, Basaveshwar Market Road, Alnavar 581103, Dist: Dharwad, Karnataka State	26-09-2022
4.	07578798	Veerupakshayya Jagadeesh Gudagunti	Director	Sakshatkar' Nilay, Opp: GLBC Office, Ramtirth Palace Road Jamkhandi - 587301 Dist. Bagalkot Karnataka State	28-09-2016
5.	09790843	Pooja Mahantesh Hiremath	Director	Plot No. 83, Sankalp Nilaya, P & T, Mallikarjun Nagar, Bijapur 586101, Karnataka State	01-01-2023

ANNEXURE A

Part - II

List of Promoters of the Transferor Company -Siddapur Distilleries Limited

SL. NO.	NAME AND ADDRESS OF THE PROMOTER	SHAREHOLDING	PERCENTAGE OF SHAREHOLDING
1.	Jagadeesh Shivayya Gudagunti Add: Sakshatkar' Nilay, Ramtirth Palace Road Jamkhandi - 587301 Dist. Bagalkot Karnataka State	41,51,435	71.66
2.	Dharmalingayya Jagadeesh Gudagunti Add: Mallikarjun Nilay', Mahaveer Colony Kudachi Road, Jamkhandi - 587301 Dist. Bagalkot	9,42,050	16.26
3.	Veerupakshayya Jagadeesh Gudagunti Add: Sakshatkar' Nilay, Opp: GLBC Office, Ramtirth Palace Road, Jamkhandi - 587301 Dist. Bagalkot Karnataka State	5,87,860	10.15

ANNEXURE B

Part - I

List of Directors of the Transferee Company - Shri Prabhulingeshwar Sugars and Chemicals Limited

SL. No.	DIN	NAME AND ADDRESS OF THE DIRECTOR	DESIGNATION	DATE OF APPOINTMENT
1	00464873	Jagadeesh Shivayya Gudagunti Add: Sakshatkar' Nilay, Ramtirth Palace Road Jamkhandi - 587301 Dist. Bagalkot, Karnataka State	Managing Direcotr	25-05-1995
2	00464901	Sudheer Shivayya Gudagunti Add: Shri Mallikarjun Nilay GLBC Backside, Ramathirth Road Jamkhandi - 587 301 Dist. Bagalkot, Karnataka State	Director	25-05-1995
3	00464952	Rajendrakumar Shivayya Gudagunti Add: Rajarajeshwari Nilaya" Mahaveer Colony, Kudachi Road, Jamkhandi - 587 301, Dist. Bagalkot, Karnataka State	Director	25-05-1995
4	00666766	Nagappa Gadigeppa Sanadi Add: Kanakashree, Opp. Forest Office Ramatirtha Road Jamkhandi - 587 301, Dist. Bagalkot, Karnataka	Director	21-05-1997
5	00801770	Dharmalingayya Jagadeesh Gudagunti	Director	12-02-2015

		Add: Mallikarjun Nilay', Mahaveer Colony Kudachi Road, Jamkhandi - 587301 Dist. Bagalkot, Karnataka		
6	00801867	Deval Appasaheb Desai Add: Professor Colony, Hunnur Road, Jamkhandi - 587 301, Dist. Bagalkot, Karnataka	Director	21-05-1997
7	05203944	Mallappa Chinnappa Koti Add: 3481/16D2, P B Road Shivagiri, Unkal Hubli, Hubli Engineer College, Dharwad, Karnataka-580031	Director	26-09-2022
8	07110658	Ishwari Anand Gudagunti Add: Shri Mallikarjun Nilay" GLBC Backside, Ramathirth Road, Jamkhandi - 587 301 Dist. Bagalkot, Karnataka	Director	31-03-2015
9	07578798	Veerupakshayya Jagadeesh Gudagunti Add: Sakshatkar' Nilay, Opp: GLBC Office, Ramtirth Palace Road, Jamkhandi - 587301 Dist. Bagalkot Karnataka State	Whole - time Director	17-08-2019
10	10091669	Santosh S Gudagunti Add: D No. 135, Veerabhadreshwar Krupa, Nisarga Layout, Dharwad 580003, Karnataka	Director	24.08.2024

Part - II

List of Promoters of the Transferee Company – Shri Prabhulingeshwar Sugars and Chemicals Limited

SL. NO	NAME AND ADDRESS OF THE PROMOTERS	SHAREHOLDING	PERCENTAGE OF SHAREHOLDING
1.	Jagadeesh Shivayya Gudagunti Add: Sakshatkar' Nilay, Ramtirth Palace Road Jamkhandi - 587301 Dist. Bagalkot, Karnataka State	1,37,31,834	29.45
2.	Sudheer Shivayya Gudagunti Add: Shri Mallikarjun Nilay GLBC Backside, Ramathirth Road Jamkhandi - 587 301 Dist. Bagalkot, Karnataka State	8,79,134	1.89
3.	Rajendrakumar Shivayya Gudagunti Add: Rajarajeshwari Nilaya, Mahaveer Colony, Kudachi Road, Jamkhandi - 587 301, Dist. Bagalkot, Karnataka State	10,36,334	2.22
4.	Nagappa Gadigeppa Sanadi Add: Kanakashree, Opp. Forest Office Ramathirtha Road, Jamkhandi - 587 301, Dist. Bagalkot, Karnataka	77,001	0.16
5.	Dharmalingayya Jagadeesh Gudagunti Add: Mallikarjun Nilay', Mahaveer Colony Kudachi Road, Jamkhandi - 587301, Dist. Bagalkot, Karnataka	13,07,000	2.80
6.	Veerupakshayya Jagadeesh Gudagunti Add: Sakshatkar' Nilay, Opp: GLBC Office, Ramtirth Palace Road, Jamkhandi - 587301 Dist. Bagalkot Karnataka State	3,36,000	0.72
7.	Deval Appasaheb Desai Add: Professor Colony, Hunnur Road, Jamkhandi - 587 301, Dist. Bagalkot, Karnataka	9,000	0.01

BEFORE THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL,
BENGALURU BENCH

In the matter of Companies Act, 2013

IN THE MATTER OF SIDDAPUR DISTILLERIES LIMITED AND SHRI
PRABHULINGESHWAR SUGARS AND CHEMICALS LIMITED

AND

IN THE MATTER OF SCHEME OF ARRANGEMENT BETWEEN SIDDAPUR
DISTILLERIES LIMITED AND SHRI PRABHULINGESHWAR SUGARS AND
CHEMICALS LIMITED UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT,
2013

CA (CAA) No. 45 /BB/2024

IN THE MATTER OF

SIDDAPUR DISTILLERIES LIMITED

Sy. No. 95/1A and 1B, Siddapur Village,
Jamkhandi Taluk, Siddapur, Bagalkot,
Karnataka - 587 301

... **APPLICANT NO. 1/ TRANSFEROR
COMPANY**

AND

**SHRI PRABHULINGESHWAR SUGARS AND
CHEMICALS LIMITED**

Sy. No. 104, 100 & 96, Factory Site, Village
Siddapur, Taluk Jamkhandi, Siddapur, Bagalkot,
Karnataka - 587 301

... **APPLICANT NO. 2/ TRANSFEREE
COMPANY**

PROXY FORM

*Pursuant to Section 105(6) of the Companies Act, 2013 and rule 19(3) of the Companies
(Management and Administration) Rules, 2014]*

CIN : U85110KA1995PLC017861
Name of the Company : Shri Prabhulingeshwar Sugars and Chemicals Limited
Registered Office : Sy. No. 104, 100 & 96, Factory Site, Village Siddapur, Taluk
Jamkhandi, Siddapur, Bagalkot, Karnataka - 587 301

Name of the Equity Shareholder/(s):

Registered address:

E-mail ID:

I /We, being the Equity Shareholders of Shri Prabhulingeshwar Sugars and Chemicals Limited hereby appoint

1. Name:
Address:
Email Id:
Signature:

Or failing him/her

2. Name:
Address:
Email Id:
Signature:

as my/our proxy and whose signature(s) are appended below to attend and vote for me/ us and on my/ our behalf at the meeting of the Equity Shareholders of the Transferee Company to be held on 28th January, 2025 at 12:00 PM, as directed by the Hon'ble NCLT physically at the registered office of the Transferee Company and at any adjournment or adjournments thereof in respect of such resolutions and in such manner as are indicated below:

SL. NO.	PARTICULARS
1	Approval of Scheme of Arrangement of Siddapur Distilleries Limited with Shri Prabhulingeshwar Sugars and Chemicals Limited and their respective Shareholders and Creditors.

Signed this day of _____ 2024

SIGNATURE OF THE EQUITY SHAREHOLDER

SIGNATURE OF PROXY

NOTES:

1. This proxy form in order to be effective should be duly completed and deposited at the Registered Office of Shri Prabhulingeshwar Sugars and Chemicals Limited at Sy. No. 104, 100 & 96, Factory Site, Village Siddapur, Taluk Jamkhandi, Siddapur, Bagalkot, Karnataka - 587 301 not less than 48 hours before the commencement of the Meeting or to be sent through e-mail to vinod@vrconsulting.biz not later than 48 hours.
2. Alterations, if any, made in the Form of Proxy should be initialed.
3. Body Corporate would be required to deposit certified copies of Board Resolution in original authorizing the individuals named therein, to attend and vote at the meeting on its behalf.

BEFORE THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL,
BENGALURU BENCH

In the matter of Companies Act, 2013

IN THE MATTER OF SIDDAPUR DISTILLERIES LIMITED AND SHRI
PRABHULINGESHWAR SUGARS AND CHEMICALS LIMITED

AND

IN THE MATTER OF SCHEME OF ARRANGEMENT BETWEEN SIDDAPUR
DISTILLERIES LIMITED AND SHRI PRABHULINGESHWAR SUGARS AND
CHEMICALS LIMITED UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT,
2013

CA (CAA) No. 45/BB/2024

IN THE MATTER OF

SIDDAPUR DISTILLERIES LIMITED

Sy. No. 95/1A and 1B, Siddapur Village,
Jamkhandi Taluk, Siddapur, Bagalkot,
Karnataka - 587 301

APPLICANT NO. 1/TRANSFEROR
COMPANY

...

AND

SHRI PRABHULINGESHWAR SUGARS AND
CHEMICALS LIMITED

Sy. No. 104, 100 & 96, Factory Site, Village
Siddapur, Taluk Jamkhandi, Siddapur,
Bagalkot, Karnataka - 587 301

APPLICANT NO. 2/TRANSFeree
COMPANY

...

**ATTENDANCE SLIP -EQUITY SHAREHOLDERS OF SHRI PRABHULINGESHWAR
SUGARS AND CHEMICALS LIMITED (APPLICANT NO. 2/ TRANSFEREE
COMPANY)**

1. Full Name of the Equity Shareholder :
2. Number of shares held by the Equity Shareholder :
3. Full Name of the Authorised Representative of the Equity Shareholder
:

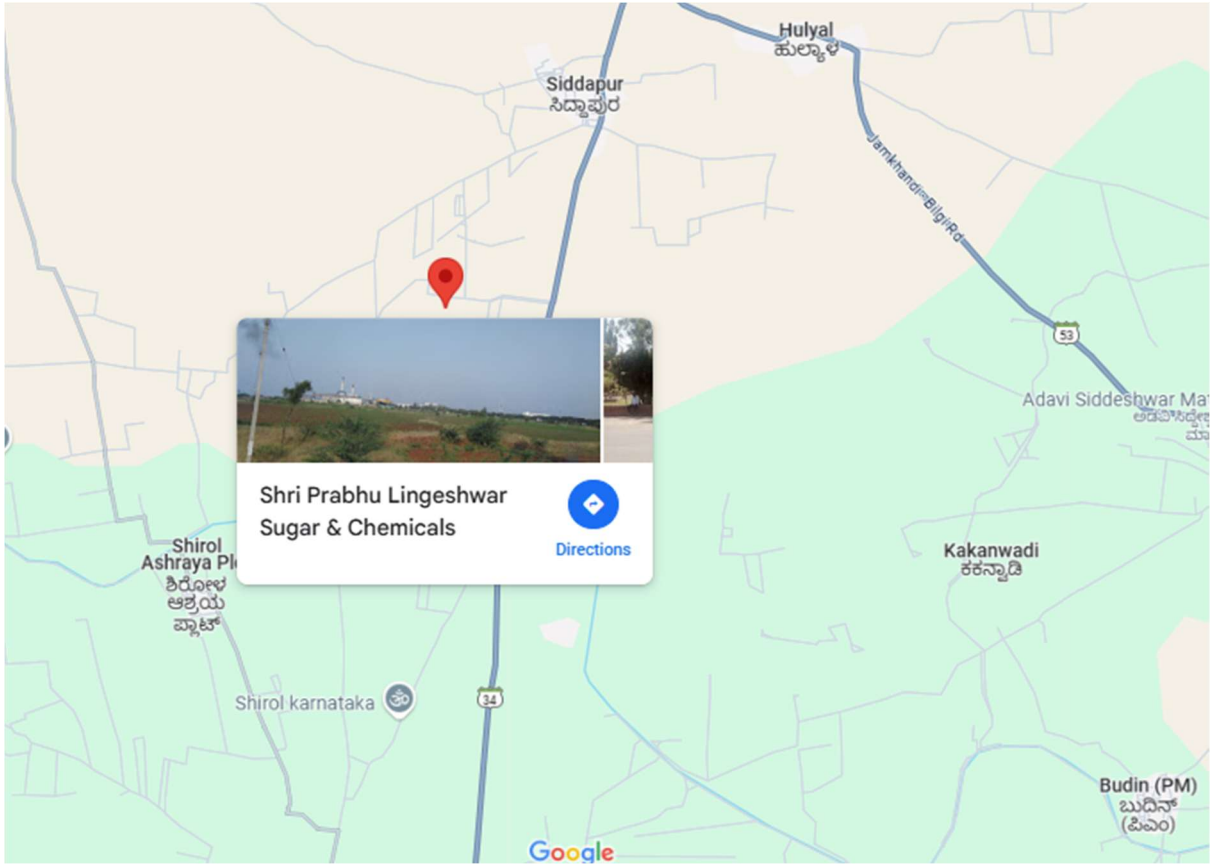
4. Full Name of the Proxy (if meeting is attended by Proxy) :

I hereby record my presence at the Tribunal convened meeting of the Equity Shareholder of the Company to be held on Tuesday, January 28, 2025 at the registered office of the Transferee Company, Shri Prabhulingeshwar Sugars and Chemicals Limited at Sy. No. 104, 100 & 96, Factory Site, Village Siddapur, Taluk, Jamkhandi, Siddapur, Bagalkot, Karnataka - 587 301 at 12:00 PM IST

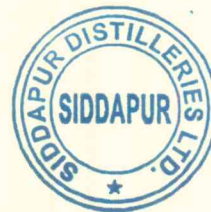
Signature of the Equity Shareholder/ Proxy attending the Meeting

Please complete this attendance slip and hand it over during the meeting

ROUTE MAP VENUE OF EQUITY SHAREHOLDERS MEETING



**SCHEME OF ARRANGEMENT
OF
SIDDAPUR DISTILLERIES LIMITED
WITH
SHRI PRABHULINGESHWAR SUGARS AND CHEMICALS LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS
UNDER SECTIONS 230 TO 232 READ WITH SECTION 66 AND OTHER
APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013**



GENERAL

I. PURPOSE AND PREAMBLE

This scheme of arrangement provides for amalgamation of SIDDAPUR DISTILLERIES LIMITED, ("**Transferor Company**"), an Indian unlisted public limited company registered under the Companies Act, 1956 pursuant to certificate of registration dated July 7, 2003 issued by the Registrar of Companies, Karnataka (Company Registration No. 032213 having CIN U01551KA2003PLC032213) into SHRI PRABHULINGESHWAR SUGARS AND CHEMICALS LIMITED, an Indian unlisted public limited company registered under the Companies Act, 1956 pursuant to certificate of registration dated May 25, 1995 issued by the Registrar of Companies, Karnataka (Company Registration No. 017861 having Corporate Identification Number (CIN) U85110KA1995PLC017861) ("**Transferee Company**") pursuant to the provisions of Sections 230 to 232 of Companies Act, 2013 read with section 66 and other relevant provisions of the Companies Act, 2013 and rules framed thereunder for the Transferor Company and Transferee Company.

The Transferor Company is an Indian unlisted public limited company registered under the provisions of the Companies Act, 1956 and presently having its Registered Office situated at Sy No. 95/1A and 1B, Siddapur Village, Jamkhandi Taluk, Siddapur, Bagalkot - 587301, Karnataka. The Transferor Company is a distillery engaged in the business of production of Ethanol, Rectified Spirits and Extra Neutral Alcohol. The Transferor Company also holds 19.72% of the share capital of the Transferee Company.

The Transferee Company is an Indian unlisted public limited company registered under the provisions of the Companies Act, 2013 and presently having its Registered Office situated at - Sy. No. 104, 100 & 96 Factory Site, Village Siddapur, Taluk Jamkhandi, Siddapur, Bagalkot - 587301, Karnataka. The Transferee Company is engaged in the business of production of sugar, sugar syrup, molasses, bagasse and generation and selling of power.



II. RATIONALE FOR THE SCHEME

The Board of Directors of the Transferor Company and the Transferee Company believe that the following benefits will accrue, pursuant to the amalgamation of the Transferor Company into the Transferee Company:

1. Consolidation of the business and operations of Transferor Company and Transferee Company will enable optimum utilisation of various resources to the amalgamated company and provide significant impetus to growth by permitting pooling of resources, enable synergies, reduce operational costs, achieve economies of scale and increase operational efficiencies.
2. Simplification of group structure by eliminating multiple companies which are into similar line of business, and
3. Significant reduction in the multiplicity of legal and regulatory compliances, administrative functions required at present to be carried out by the Transferor Company and the Transferee Company and costs required to be incurred for maintaining the Transferor Company as a separate legal entity.

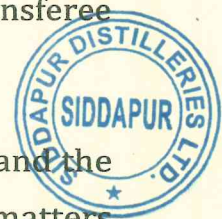
In view of the aforesaid, the Board of Directors (defined herein) of the Transferee Company as well as of the Transferor Company have considered the Scheme, whereunder all the Assets and liabilities of the Transferor Company would be transferred and vested with and into the Transferee Company pursuant to provisions of sections 230 to 232 read with Section 66 and other relevant provisions of the Companies Act, 2013.

III. PARTS OF THE SCHEME

The Scheme is divided into following parts:

- (i) **Part A** – dealing with definition of the terms used in this Scheme and setting out the share capital of the Transferor Company and the Transferee Company;
- (ii) **Part B** – dealing with the transfer and vesting of the Assets and liabilities of the Transferor Company into the Transferee Company;
- (iii) **Part C** – dealing with the consideration on amalgamation of the Transferor Company with the Transferee Company;
- (iv) **Part D** – dealing with the accounting treatment in the books of the Transferee Company;

Part E – dealing with the dissolution of the Transferor Company and the general terms and conditions applicable to this Scheme and other matters consequential and integrally connected thereto.



PART A

DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

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

- 1.1 **“Act”** means the Companies Act, 2013 and rules and regulations made thereunder, and the relevant provisions of the Companies Act, 1956, if any, to the extent applicable, and shall include any statutory modifications, re-enactment, or amendment thereto from time to time.
- 1.2 **“Applicable Law(s)”** means any statute, notification, bye laws, rules, regulations, guidelines, rule or common law, policy, code, directives, ordinance, schemes, notices, orders or instructions, law enacted or issued or sanctioned by any Appropriate Authority including any statutory modification or re-enactment thereof for the time being in force.
- 1.3 **“Appointed Date”** means April 1, 2024 or such subsequent date (if any) as may be decided by the Board of Directors as applicable, of the Transferor Company and the Board of Directors of the Transferee Company or such date as may be approved by the National Company Law Tribunal at Bengaluru or such other appropriate date as the Appropriate Authority may decide.
- 1.4 **“Assets”** shall mean and include
- a) all the business, undertakings, estates, assets, properties, rights, titles and interests of whatsoever nature and kind and wheresoever situated (in India or abroad), of the Transferor Company as on the Appointed Date and thereafter, including but not limited to-
 - i. all assets, moveable and immoveable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent of whatever nature and wheresoever situate, free hold or lease hold, fixed or current, including capital works in progress, computers & telecommunication equipment's, computer hardware, software and programmes, plant & machinery, office equipment's, furniture & fixtures, vehicles, sundry debtors, cash & bank balances, loans & advances, deposits, deposits, buildings, godowns, warehouses, offices, inventories, bills of exchange, peripherals and accessories, receivables, carry forward Income Tax losses, Cenvat credits of input service tax, Central Excise Duty, & Countervailing duty of Customs, VAT/GST credits, Minimum Alternate Tax (MAT) credit entitlements and all other future tax input credits as applicable,



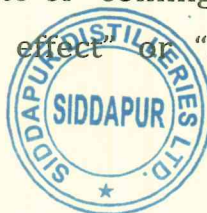
investments, goodwill, investment in shares, debentures, bonds, mutual funds etc.,

- ii. all the registrations, permits, quotas, rights, entitlements, industrial and other licenses held by the Transferor Company, concessions, exemptions, no-objection certificates and certifications, incentives, reserves, deposits, provisions, funds, subsidies, grants, tax credits, approvals, authorisations, consents, tenancies, roof rights, trademarks, service marks, patents, copyrights, all intellectual property rights and licenses there-under, know-how, technical know-how, permits, designs, patterns, inventions, leasehold rights, leases, tenancy rights privileges, trade names, descriptions, trading style, franchises, labels, label designs, colour schemes, utility models, holograms, bar codes, all other rights, benefits and entitlements including sales tax deferrals and other benefits, lease rights (including the benefit of any applications made thereof), powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections, e-mail connections, communication facilities and installations, utilities, electricity and other services, provisions, funds, benefits of all agreements, contracts and arrangements including lease rights, benefits under letter of credit, guarantees, letters of comfort etc. issued for the benefit of the Transferor Company, benefits under government schemes, deferred tax benefits and other benefits accruing on account of past expenditure and all such other interests/benefits;
 - iii. all earnest moneys and/or security deposits;
- b) all records, files, papers, engineering and process information, manuals, data, catalogues, quotations, sales and advertising materials, list of present and former customers and suppliers, customer credit information, customer pricing information and all other records pertaining to business.

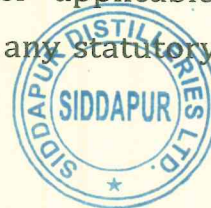
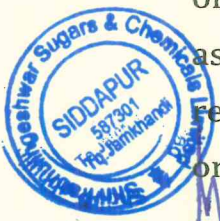
1.5 **“Board of Directors”** or **“Board”** means the Board of Directors of the Transferor Company or the Board of Directors of the Transferee Company or all, as the case may be, and shall include any duly constituted committee or authorised official(s) thereof.

1.6 **“Effective Date”** means the last of the dates on which the certified or authenticated copies of the order sanctioning this Scheme passed by the National Company Law Tribunal, is filed with the Registrar of Companies, Karnataka by the Companies.

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



- 1.7 **“Government Authority”** or **“Appropriate Authority”** means the central government, any applicable state or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof including Registrar of Companies, regional directors, Reserve Bank of India, or arbitration or arbitral body having jurisdiction, and other government and regulatory authorities as may be applicable.
- 1.8 **“IT Act”** means the Income-tax Act, 1961 including any statutory modifications, re-enactments or amendments thereto.
- 1.9 **“National Company Law Tribunal”** or **“NCLT”** or **“Tribunal”** means the National Company Law Tribunal, Bengaluru Bench as constituted under the provisions of the Act.
- 1.10 **“Registrar of Companies”** means the Registrar of Companies, Karnataka, India or any other successor authority having jurisdiction over the Transferee Company.
- 1.11 **“Scheme”** means this scheme of arrangement in its present form, submitted to the National Company Law Tribunal or any other Appropriate Authority or with any modification(s) made under Clause 17 of this Scheme, as approved or directed by the National Company Law Tribunal or any other Appropriate Authority.
- 1.12 **“Transferee Company”** shall mean **“SHRI PRABHULINGESHWAR SUGARS AND CHEMICALS LIMITED”**, an unlisted public limited company, having U85110KA1995PLC017861, incorporated under the provisions of the Companies Act, 1956 on May 25, 1995, and having its registered office at Sy No. 104, 100 and 96 Factory Site, Village Siddapur, Taluk Jamkhandi, Siddapur, Bagalkot – 587301, Karnataka.
- 1.13 **“Transferor Company”** shall mean **“SIDDAPUR DISTILLERIES LIMITED”**, an unlisted public limited company, having CIN U01551KA2003PLC032213, incorporated under the provisions of the Companies Act, 1956 on July 07, 2003, and having its registered office at- Sy No. 95/1A & 1B, Siddapur Village, Jamkhandi Taluk, Siddapur, Bagalkot – 587301, Karnataka.
- 1.14 All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.



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Page 5 of 25

2. SHARE CAPITAL

SIDDAPUR DISTILLERIES LIMITED

The share capital of the Transferor Company as per the audited Financial Statements as on 31st March, 2024 is as under:

Authorised share capital:

1,00,00,000 Equity shares of Rs. 10/- each	INR 10,00,00,000
Total	INR 10,00,00,000

Issued, subscribed and paid-up share capital:

57,92,845 Equity shares of Rs. 10/- each fully paid-up	INR 5,79,28,450
Total	INR 5,79,28,450

There has been no change in the above capital structure of the Transferor Company as on the Appointed Date, or as on the date of the approval of this Scheme by the Board of Directors of the Transferor Company.

SHRI PRABHULINGESHWAR SUGARS AND DISTILLERIES LIMITED

The Share Capital of the Transferee Company as per the audited Financial Statement as on 31st March, 2024 is as under:

Authorised share capital:

5,00,00,000 equity shares of Rs. 10/- each	INR 50,00,00,000
1,00,00,000 13% Non cumulative redeemable preference shares of Rs. 10/- each	INR 10,00,00,000
Total	INR 60,00,00,000

Issued, subscribed and paid-up share capital:

4,66,18,595 equity shares of Rs. 10/- each fully paid-up	INR 46,61,85,950
Total	INR 46,61,85,950

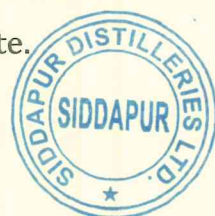
There has been no change in the above capital structure of the Transferee Company as on the Appointed Date, or as on the date of the approval of this Scheme by Board of Directors of the Transferee Company.

3. 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 or any other Appropriate Authority shall take effect from the Appointed Date and shall be operative from the Effective Date.



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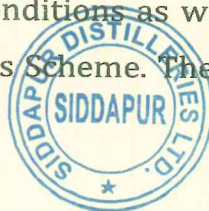
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PART B

4. TRANSFER AND VESTING OF ASSETS AND LIABILITIES OF THE TRANSFEROR COMPANY

4.1 On the Scheme becoming effective with effect from the Appointed Date and pursuant to Sections 230 to 232 read with Section 66 and other applicable provisions of the Act, and in accordance with provisions of Section 2(1B) of the Income- tax Act, 1961 and subject to the provisions of this Scheme, the Transferor Company shall stand amalgamated with the Transferee Company and all Assets and liabilities of the Transferor Company shall, without any further act, instrument or deed, stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, so as to become as and from the Appointed Date, the Assets and liabilities of the Transferee Company by virtue of operation of law, and in the manner provided in this Scheme.

4.2 For avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon coming into effect of this Scheme and with effect from the Appointed Date, in accordance with the provisions of relevant laws, all consents, permissions, licenses, registrations, certificates, authorities (including for the operation of bank accounts), powers of attorneys given by, issued to or executed in favour of the Transferor Company, and the rights and benefits under the same, in so far as they relate to the Transferor Company, all quality certifications and approvals, patents and domain names, copyrights, brands, trade secrets, product registrations and other intellectual property and all other interests relating to the goods or services being dealt with by the Transferor Company, shall without any further act or deed, be transferred and/or deemed to be transferred to and vested in the Transferee Company under the same terms and conditions as were applicable to the Transferor Company immediately prior to the Effective Date. In so far as the various incentives, sales tax, deferral benefits, subsidies (including applications for subsidies), available tax credits (including Minimum Alternate Tax credit, GST Input tax credits, if any), rehabilitation schemes, grants, special status and other benefits or privileges enjoyed, granted by any government body, local authority or by any other person, or availed of or to be availed of by the Transferor Company are concerned, the same shall, without any further act or deed, in so far as they relate to the Transferor Company, shall be transferred and/or deemed to be transferred to or vest with and be available to the Transferee Company on the same terms and conditions as were applicable immediately prior to the coming into effect of this Scheme. The Transferee Company shall



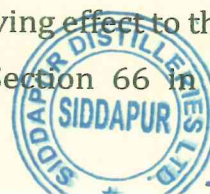
make applications to and obtain relevant approvals from the concerned Governmental Authorities and /or parties as may be necessary in this behalf and the Transferor Company shall co-operate and provide the required support wherever required.

4.3 The transfer and vesting of Assets shall be effected as follows, unless Board of Directors of the Transferor Company and the Transferee Company decides otherwise:

- (a) All the movable assets of the Transferor Company, and the assets which are otherwise capable of transfer by physical delivery or endorsement and delivery, shall be so transferred to the Transferee Company and deemed to have been physically handed over by physical delivery or by endorsement and delivery, as the case may be, without the need to execute any separate instrument, to the Transferee Company to the end and intent that the property and benefit therein passes to the Transferee Company with effect from the Appointed Date. Such delivery and transfer shall be made on a date which shall be mutually agreed upon between the Transferor Company and the Transferee Company on or after the Effective Date.
- (b) In respect of any movable assets of the Transferor Company other than those mentioned in sub-clause 4.3(a) above, including investments, intangible assets, actionable claims, sundry debtors, outstanding loans, advances recoverable in cash or kind or for value to be received and deposits with the Government, semi-Government, local and other authorities and bodies and customers, the Transferor Company shall if so required by the Transferee Company, and the Transferee Company may, issue notices in such form as the Transferee Company may deem fit and proper stating that pursuant to the NCLT having sanctioned this Scheme under Sections 230 to 232 read with Section 66 and other applicable provisions of the Act, the relevant debt, loan, advance or other asset, be paid or made good or held on account of the Transferee Company, as the person entitled thereto, to the end and intent that the right of the Transferor Company to recover or realize the same stands transferred to the Transferee Company and that appropriate entries should be passed in their respective books to record the aforesaid changes.

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

Provided that for the purpose of giving effect to the vesting order passed under Sections 230 to 232 read with Section 66 in respect of this Scheme, the



Transferee Company shall at any time pursuant to the orders on this Scheme be entitled to get the record of the change in the title and the appurtenant legal right(s) upon the vesting of such assets of the Transferor Company in accordance with the provisions of Sections 230 to 232 read with Section 66 of the Act, at the office of the respective Registrar of Assurances or any other concerned authority, where any such property is situated.

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

- 4.6 On and from the Effective Date and till such time that the name(s) of the bank accounts of the Transferor Company have been replaced with that of the Transferee Company, the Transferee Company shall be entitled to maintain and operate the bank accounts of the Transferor Company in the name of the Transferor Company and for such time as may be determined to be necessary by the Transferee Company. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Company after the Effective Date shall be accepted by the /bankers of the Transferee Company and credited to the account of the Transferee Company, if presented by the Transferee Company.



[Signature]
Page 9 of 25

- 4.7 The resolutions, if any, as approved and passed from time to time, under the Act, by the Board of Directors, shareholders of the Transferor Company, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company until the Board of Directors or the shareholders of the Transferee Company, as applicable, passes resolution(s) which has the effect of modifying or changing aforesaid resolutions of the Transferor Company. If any such resolutions of the Transferor Company have upper monetary or other limits being imposed under the provisions of the Act or any other applicable provisions, then the said limits shall be added and shall constitute the aggregate of the said limits in the Transferee Company.
- 4.8 This Scheme shall not, in any manner, affect the rights of any of the creditors of the Transferor Company or the Transferee Company.
- 4.9 Without prejudice to the provisions of the foregoing sub-clauses of this Clause 4 and upon the effectiveness of this Scheme, the Transferor Company and the Transferee Company may execute any and all instruments or documents and do all the acts, deeds and things as may be required, including filing of necessary particulars and/ or modification(s) of charge, necessary applications, notices, intimations or letters with any Appropriate Authority or Person to give effect to the Scheme.
- 4.10 Benefits of any and all corporate approvals as may have already been taken by the Transferor Company, whether being in the nature of compliances or otherwise under Applicable Laws, read with the applicable rules and regulations made thereunder, shall automatically be to the benefit of the Transferee Company and the said corporate approvals and compliances shall be deemed to have been taken/complied with by the Transferee Company.

5. STAFF & EMPLOYEES

- 5.1. On the Scheme becoming effective, all the employees, whether temporary or permanent employees and including all employees on probation, trainees and interns of Transferor Company in service on the Effective Date, shall be deemed to have become employees of Transferee Company with effect from the Appointed Date or their respective joining date, whichever is later, without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with Transferee Company shall not be less favorable than those applicable to them with reference to Transferor Company on the Effective Date. It is hereby clarified that the



accumulated balances, if any, standing to the credit of the employees in the existing provident fund, gratuity fund and superannuation fund of which the employees of Transferor Company are members shall be transferred to such provident fund, gratuity fund and superannuation fund of Transferee Company or to be established and caused to be recognized by the Appropriate Authorities, by Transferee Company.

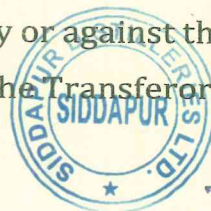
- 5.2. Pending the transfer as aforesaid, the provident fund, gratuity fund and superannuation fund dues of the employees of Transferor Company would be continued to be deposited in the existing provident fund, gratuity fund and superannuation fund of Transferor Company.
- 5.3. Upon transfer of the aforesaid funds to the respective funds of Transferee Company, the existing trusts created for such funds by Transferor Company shall stand dissolved and no further act or deed shall be required to this effect. It is further clarified that the services of the employees of Transferor Company will be treated as having been continuous, uninterrupted and taken into account for the purpose of the said fund or funds.

6. LEGAL PROCEEDINGS

- 6.1. If any suit, appeal or other proceedings of whatever nature by or against any of the Transferor Company are pending as on Effective Date, including those arising on account of taxation laws and other allied laws, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the amalgamation or by anything contained in this Scheme, but the said suit, appeal or other proceedings may be continued, prosecuted and enforced by or against the Transferee Company, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the respective Transferor Company, as if this Scheme had not been made.

7. CONTRACTS, DEEDS, ETC., AND POWER TO GIVE EFFECT TO THIS PART

- 7.1. Subject to the other provisions of this Scheme, all contracts, deeds, agreements, licences, permits, registrations, approvals and other instruments, if any, of whatsoever nature to which the Transferor Company are a party and subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee



Company had been a party thereto, notwithstanding the terms contained in such contracts, deeds, bonds, agreements, licences, permits, registrations, approvals and other instruments.

- 7.2. The Transferee Company shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novation, to which the Transferor Company will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required. Further, the Transferee Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.

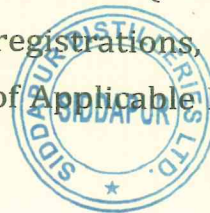
8. TAXES/DUTIES/CESS

- 8.1 Upon the Scheme becoming effective, both Transferor Company as well as Transferee Company as required, are expressly permitted to revise, their financial statements and returns along with prescribed forms, filings and annexures under the IT Act, Good and Service tax laws and other tax laws and to claim refunds and/or credit for taxes paid (including minimum alternate tax, tax deducted at source, wealth tax, etc.) and for matters incidental thereto, if required to give effect to the provisions of the Scheme.
- 8.2 Notwithstanding anything to the contrary contained in the provisions of this Scheme, the Transferee Company shall be entitled to carry forward, avail of, or set-off any unabsorbed tax losses, tax depreciation, credits for Minimum Alternate Tax and Input Tax Credit of the Transferor Company that remains unutilized as on the Effective Date and as may be permissible under applicable laws.
- 8.3 All tax assessment proceedings/ appeals of whatsoever nature by or against Transferor Company pending and/or arising at the Appointed Date and relating to Transferor Company shall be continued and/or enforced until the Effective Date by Transferor Company. In the event of Transferor Company failing to continue or enforce any proceeding/appeal, the same may be continued or enforced by Transferee Company, at the cost of Transferee Company. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against Transferor



Company.

- 8.4 Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected, by reason of the amalgamation of Transferor Company with Transferee Company or anything contained in the Scheme.
- 8.5 Any tax liabilities under the IT Act, Goods and Service Tax, or other Applicable Laws/ regulations dealing with taxes/ duties/ levies of Transferor Company to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date, shall be transferred to Transferee Company.
- 8.6 Any refund, under the IT Act, Goods and Service Tax, or other Applicable Laws/ regulations dealing with taxes/ duties/ levies due to Transferor Company consequent to the assessment made on Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by Transferee Company upon this Scheme becoming effective.
- 8.7 The tax payments (including, without limitation, income tax, Goods and Service Tax etc.) whether by way of tax deducted at source, advance tax, all earnest monies, security deposits provisional payments, payment under protest, or otherwise howsoever, by Transferor Company after the Appointed Date, shall be deemed to be paid by Transferee Company and shall, in all proceedings, be dealt with accordingly.
- 8.8 Further, any tax deducted at source by Transferor Company / Transferee Company on transactions inter-se, if any (from Appointed Date to Effective Date), shall be deemed to be advance tax paid by Transferee Company and shall, in all proceedings, be dealt with accordingly.
- 8.9 With effect from the Appointed Date, obligation for deduction of tax at source on any payment made by or to be made by Transferor Company shall be made or deemed to have been made and duly complied with by Transferee Company, as the case maybe.
- 8.10 Without prejudice to the generality of the above, all benefits, entitlements, incentives, losses, credits (including, without limitation income tax, Minimum Alternate Tax Credit entitlement ('MAT Credit'), tax deducted at source, Goods and Service Tax, registrations, etc.) to which Transferor Company is entitled to in terms of Applicable Laws, shall be available to



and vest in Transferee Company, upon this Scheme coming into effect.

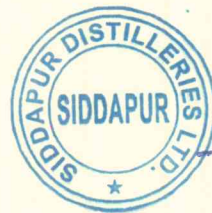
8.11 Upon coming into effect of this Scheme, all tax compliances under any tax laws by Transferor Company on or after Appointed Date shall be deemed to be made by Transferee Company.

9. BOARD OF DIRECTORS OF THE TRANSFEROR COMPANY

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



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PART C

CONSIDERATION ON AMALGAMATION OF TRANSFEROR COMPANY AND AGGREGATION OF SHARE CAPITAL

10. CONSIDERATION ON AMALGAMATION

10.1 Upon the date of coming into effect of this Scheme and in consideration of the transfer and vesting of the Transferor Company in the Transferee Company, the Transferee Company shall, without any further act or deed, issue and allot to the equity shareholders of the Transferor Company, whose names appear in the Register of Members of the Transferor Company, on the Effective date in the following proportion namely:

104 (One hundred and Four) fully paid-up equity shares of the Transferee Company shall be issued and allotted for every 10 (Ten) equity shares of Rs. 10 each held in Transferor Company

10.2 19.72% of the share capital of Transferee Company i.e. 91,91,800 equity shares of Rs. 10 each fully paid up is held by the Transferor Company. Consequently, the investments in shares of Transferee Company appearing in the books of the Transferor Company as on the Appointed Date shall stand cancelled pursuant to this Scheme.

10.3 The cancellation of the equity share capital of the Transferee Company as per Clause 10.2 above amounts to reduction of capital of the Transferee Company, and shall be effected as an integral part of this Scheme itself and not under a separate procedure in terms of Section 66 of the Act, and the order of the Hon'ble NCLT sanctioning the Scheme shall be deemed to be an order under Section 66(3) of the Act confirming the reduction.

10.4 The reduction of capital of the Transferee Company, as above, does not involve any diminution of liability in respect of any unpaid share capital or payment to any shareholder of any paid-up share capital or payment in any other form. The reduction of capital is necessitated on account of cancellation of shares held by the Transferor Company in the Transferee Company pursuant to the Scheme coming into effect. Accordingly, on the Scheme coming into effect, the shares of the Transferee Company held by the Transferor Company shall stand cancelled without any further act or deed. The paid-up share capital of the Transferee Company shall stand reduced to the extent of the face value of the shares held by the Transferor Company in the Transferee Company. The Transferee Company shall not be required to add the words "and reduced" as a suffix to its name consequent upon such reduction.



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- 10.5 The equity shares issued pursuant to Clause 10.1 above, by the Transferee Company shall be issued and allotted to those equity shareholders who hold equity shares in the Transferor Company as on the Effective Date.
- 10.6 The equity shares of the Transferee Company to be issued to the shareholders of the Transferor Company in terms of Clause 10.1 above, shall be subject to the provisions of the Memorandum and Articles of Association of the Transferee Company and shall rank pari- passu, in all respects with the then existing equity shares of the Transferee Company, if any in all respects including dividends.
- 10.7 Where the equity shares of the Transferee Company are to be allotted, pursuant to Clause 10.1 above, to heirs, executors, or administrators or, as the case may be, to successors of deceased equity shareholders of Transferor Company, the concerned heirs, executors, administrators, or successors shall be obliged to produce evidence of title satisfactory to the Board of Directors of the Transferee Company.
- 10.8 The equity shares to be issued by the Transferee Company, pursuant to Clause 10.1 above, in respect of any equity shares of the Transferor 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 Transferee Company.
- 10.9 The approval of this Scheme by the shareholders of the Transferee Company shall be deemed to be due compliance of the provisions of section 62 of the Act and other applicable provisions of the Act, for the issue and allotment of equity shares by the Transferee Company to the shareholders of Transferor Company, as provided in this Scheme.

11. AGGREGATION OF AUTHORIZED SHARE CAPITAL OF THE TRANSFEROR COMPANY INTO THE TRANSFEE COMPANY

- 11.1 As an integral part of the Scheme and upon coming into effect of this Scheme and upon the transfer and vesting of the Transferor Company into Transferee Company, the entire Authorized Share Capital of the Transferor Company amounting to Rs.10,00,00,000/- (Rupees Ten crores) consisting of 1,00,00,000 (One Crore) equity shares of Rs.10/- (Rupees Ten) each shall be aggregated with the share capital of the Transferee Company.



11.2 Accordingly, upon this Scheme becoming effective, the authorized share capital of the Transferee Company in terms of its Memorandum of Association shall automatically stand increased to Rs.70,00,00,000/- (Rupees Seventy crores only) consisting of Rs.60,00,00,000/- of equity share capital divided into 6,00,00,000/- (Six crores) of equity shares of Rs.10/- each and Rs.10,00,00,000/- of redeemable preference share capital divided into 1,00,00,000 of Non cumulative redeemable preference shares of Rs. 10/- each without any further act, instrument or deed on the part of the Transferee Company.

11.3 Accordingly, upon the Scheme becoming effective Clause V of the Memorandum of Association of the Transferee Company will read as follows:

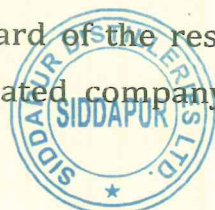
“The Authorized Share Capital of the Company is Rs.70,00,00,000/- (Rupees Seventy crores only) consisting of Rs.60,00,00,000/- of equity share capital divided into 6,00,00,000/- (Six crores) of equity shares of Rs.10/- each and Rs.10,00,00,000/- of redeemable preference share capital divided into 1,00,00,000 of Non cumulative redeemable preference shares of Rs. 10/- each”

11.4 The approval of this Scheme by the shareholders of the Transferee Company under section 232 of the Act, whether at a meeting or otherwise, shall be deemed to have the approval under Sections 4, 13, 61 and other applicable provisions of the Act and any other consents and approvals as may be required in this regard for the alteration of the memorandum of association as mentioned above. For this purpose, the fee and stamp duty already paid by the Transferor Company on its Authorized share capital shall be utilized and applied to the increased Authorized share capital of the Transferee Company and shall be deemed to have been so paid by the Transferee Company on such combined Authorized Share capital and the Transferee Company undertakes to pay any additional stamp duty as may be required to be paid under the Act for the aggregated authorized share capital.

11.5 Pursuant to this Scheme coming into effect, the Transferee Company shall file requisite forms with the Registrar of Companies for alteration of its authorized share capital. It is clarified that in the event if the Transferee Company or the Transferor Company increases its authorized capital post approval of the Scheme by the Board of the respective companies, the authorized capital of the amalgamated company i.e. of the Transferee



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Company shall stand proportionately increased to that extent as part of aggregation of authorized capital under the clause 10 of the Scheme.

- 11.6 It is clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent / approval also to the Memorandum of Association and Articles of Association of the Transferee Company as may be required under the Act and Clause V of the Memorandum of Association of the Transferee Company shall stand altered accordingly.
- 11.7 Clause V of the Memorandum of Association of the Transferee Company shall, without any further act, instrument or deed be altered and amended pursuant to Section 61 or any other applicable provisions under the Companies Act, 2013.
- 11.8 It is also submitted that, in the event that the shares issued as consideration under the Scheme exceeds the aggregated authorized capital of the Transferee Company, the Transferee Company undertakes to do all such steps and file all such forms and payments of stamp duty, as necessary, to increase its authorized share capital to such extent that it is sufficient to issue and allot such shares as consideration upon the Scheme becoming effective.

PART D

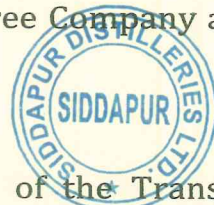
ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEREE COMPANY

12. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEREE COMPANY

The Transferor and Transferee Company prepare their books of accounts as per Generally Accepted Accounting Principles (Indian GAAP). On the Scheme becoming effective and with effect from the Appointed date, the Transferee Company shall account for the amalgamation of the Transferor Company in its books of account in accordance with "the Pooling Method" of accounting as per AS-14 - Accounting for Amalgamation as under:

- 12.1 All Assets, liabilities and reserves of the Transferor Company shall be transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company at their respective book values.

- 12.2 The face value of the equity shares of the Transferee Company issued



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pursuant to this Scheme shall be credited to the Equity Share Capital in the books of the Transferee Company.

12.3 Inter-company investments, receivables, payables or any other balances if any, as on effective date between the Transferor Company inter-se or between any of the Transferor Company and the Transferee Company shall stand cancelled.

12.4 In case of any differences in accounting policy between the Transferor Company and the Transferee Company, the accounting policies, as may be directed by the Board of Directors of the Transferee Company will prevail and the difference till the Appointed Date will be quantified and adjusted in the balance of Profit & Loss account to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

12.5 The difference arising out of the value of assets and liabilities as recorded in Clause 12.1 including the face value of equity shares issued as mentioned in Clause 12.2 and after making adjustments as mentioned in Clauses 12.3 and 12.4 shall be adjusted in the reserves of the Transferee Company.



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PART E

DISSOLUTION OF THE TRANSFEROR COMPANY AND THE GENERAL TERMS AND CONDITIONS APPLICABLE TO THIS SCHEME AND OTHER MATTERS CONSEQUENTIAL AND INTEGRALLY CONNECTED THERETO

13. TRANSACTIONS BETWEEN THE APPOINTED DATE AND THE EFFECTIVE DATE (IF APPLICABLE)

During the period from the Appointed Date to the Effective Date:

- 13.1 The Transferor Company shall carry on and be deemed to have carried on their respective business and activities and Transferor Company shall be deemed to have held and stood possessed of and shall hold and stand possessed of its assets and business for and on account of and in trust for the Transferee Company and consequently or otherwise all transactions between the Transferor Company and the Transferee Company shall be deemed to be transactions only of the Transferee Company.
- 13.2 All the profits or income accruing or arising to the Transferor Company or expenditure or losses incurred or arising to the Transferor Company, shall for all purposes be treated and deemed to be and accrue as the profits or income or expenditure or losses (as the case may be) of the Transferee Company.
- 13.3 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Government Authorities concerned, as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require for carrying on the business of the Transferor Company.
- 13.4 The Transferor Company shall, from the Appointed Date and upto and including the Effective Date, carry on their business, operations or activities with reasonable diligence and business prudence and in the same manner as they had been doing hitherto and shall not venture into/expand any new businesses, alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business, without the prior consent of the Transferee Company.
- 13.5 The Transferee Company and the Transferor Company shall also be entitled to make an application for amending, cancelling or obtaining fresh registrations, as the case may be, under all applicable laws and legislations. The Transferee Company and the Transferor Company would be entitled to make an application for amending licenses/authorisations.



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Page 20 of 25

14. SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of this Scheme, the transfer and vesting of the Assets and liabilities of the Transferor Company under Clause 4 of this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Company on or before the Appointed Date or concluded between the Appointed Date and the Effective Date (both days inclusive), to the end and intent that the Transferee Company accepts and adopt all acts, deeds and things made, done and executed by the Transferor Company as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

15. DISSOLUTION OF THE TRANSFEROR COMPANY

15.1 Upon the Scheme becoming effective, Transferor Company shall stand dissolved, without being wound up.

15.2 On and from the Effective Date, the names of the Transferor Company shall be struck off from the records of the relevant ROC. The Transferee Company shall make necessary filings in this regard.

16. CONDITIONALITY OF THE SCHEME

This Scheme is and shall be conditional upon, subject to (to the extent applicable and required):

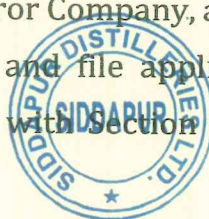
16.1 The requisite consents, approvals or permissions of National Company Law Tribunal or any Appropriate Authority(ies) which by law may be necessary, for the implementation of this Scheme;

16.2 The approvals by the requisite majorities of the members and creditors (where applicable) of the Transferee Company and the Transferor Company as may be required under Applicable Laws or as directed by the National Company Law Tribunal;

16.3 The certified copy of the order passed by the National Company Law Tribunal sanctioning the Scheme shall be filed with the Registrar of Companies by the Transferee Company within 30 days from the receipt of the certified copy of the Order;

17. APPLICATION TO THE NATIONAL COMPANY LAW TRIBUNAL

17.1 The Transferee Company and Transferor Company, as may be required, shall, with all reasonable despatch, make and file applications/petitions under provisions sections 230 to 232 read with Section 66 of the Act and other



applicable provisions of the Act to the National Company Law Tribunal, within whose jurisdiction the registered office of the Transferee Company & the Transferor Company are situated, for sanctioning the Scheme.

17.2 The Transferor Company shall comply with the necessary and applicable provisions and procedural requirements under the applicable laws for effectuating the scheme and dissolution of the Transferor Company.

18. MODIFICATION OR AMENDMENTS TO THE SCHEME

The Transferee Company and the Transferor Company by their respective Board of Directors, or any person(s) or committee authorised/appointed by them, may carry out or assent to any modifications/amendments to the Scheme or to any conditions or limitations that the National Company Law Tribunal and/- or any other Government Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e., the Board of Directors or sole shareholder, as applicable, or the person(s)/ committee). The Transferee Company and the Transferor Company by their respective Board of Directors or sole shareholder, as applicable, any person(s) or committee authorised or appointed by them, shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any Government Authority or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith. The Transferee Company and the Transferor Company shall be at liberty to withdraw from this Scheme, in case of any condition or alteration imposed by the National Company Law Tribunal or any other authority.

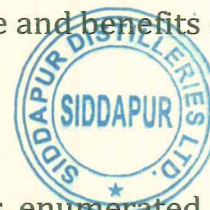
19. SEVERABILITY

If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Transferor Company and Transferee Company, affect the validity or implementation of the other parts and / or provisions of this Scheme unless deletion of the part shall render the Scheme ineffective or materially adverse to either party, in which case the parties shall cooperate to bring about such modification to the Scheme so as to preserve the nature and essence and benefits of the Scheme.



EFFECT OF NON-RECEIPT OF APPROVALS

In the event any of the approvals or conditions enumerated in the Scheme



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not being obtained or complied with, or for any other reason, the Scheme cannot be implemented, the Board of Directors of the Transferee Company and the Board of Directors of the Transferor Company shall by mutual agreement waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, or in case the Scheme is not sanctioned by the National Company Law Tribunal, the Scheme shall become null and void and each party shall bear and pay their respective costs, charges and expenses in connection with the Scheme.

21. COSTS, CHARGES AND EXPENSES

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferor Company and the Transferee Company arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto shall be borne by the Transferee Company.



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