Annexure - 1

SCHEME OF ARRANGEMENT AND AMALGAMATION
(UNDER SECTIONS 391 TO 394 READ WITH SECTIONS 100 TO 103 OF THE COMPANIES ACT, 1956 AND SECTION 52 OF THE COMPANIES ACT, 2013 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 1956 AND THE COMPANIES ACT, 2013)

AMONGST

ODISHA CEMENT LIMITED

AND

DALMIA BHARAT LIMITED

AND

DALMIA CEMENT (BHARAT) LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

DESCRIPTION OF COMPANIES AND DETAILS OF PENDING SCHEMES OF ARRANGEMENT AND AMALGAMATION INVOLVING SUCH COMPANIES

A. **Odisha Cement Limited** (CIN: U14200TN2013PLC112346) is a public company limited by shares, incorporated on 12th July, 2013 under the provisions of the Companies Act, 1956 ("**1956 Act**") and is having its registered office at Dalmiapuram Lalgudi Taluk, Dalmiapuram-621651, Dist. Tiruchirappalli, Tamil Nadu ("**ODCL**" or "**Amalgamated Company**" or "**Transferor Company**").

Post Scheme 1 (*as defined hereinafter*) becoming effective, "ODCL" shall be renamed as "OCL India Limited".

ODCL is authorised to carry on, *inter alia*, the business of manufacturing and selling cement and refractories and generating power.

The equity shares of ODCL shall be listed and/or admitted to trading on the National Stock Exchange of India Limited ("**NSE**") and on the BSE Limited ("**BSE**") in terms of Scheme 1 (*as defined hereinafter*).

B. **Dalmia Bharat Limited** (CIN: L40109TN2006PLC058818) is a public company limited by shares, incorporated on 10th February, 2006 under the provisions of the 1956 Act, and is having its registered office at Dalmiapuram Lalgudi Taluk, Dalmiapuram-621651, Dist. Tiruchirappalli, Tamil Nadu ("**DBL**" or "**Amalgamating Company**").

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

DBL is engaged in the business of, *inter alia*, providing management services.

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C. **Dalmia Cement (Bharat) Limited** (CIN : U65191TN1996PLC035963) is a public company limited by shares, incorporated on 4th July, 1996 under the provisions of the 1956 Act, and is having its registered office at Dalmiapuram Lalgudi Taluk, Dalmiapuram - 621651, Dist. Tiruchirappalli, Tamil Nadu ("**DCBL**" or "**Transferee Company**").

DCBL is engaged in the business of manufacturing and selling of cement, generating power, maintaining and operating rail systems and solid waste management system which provide services to the cement business.

D. In terms of a separate Scheme of Arrangement and Amalgamation amongst OCL India Limited ("**OCL**", as more particularly defined herein), Dalmia Cement East Limited ("**DCEL**", as more particularly defined herein), Shri Rangam Securities & Holdings Limited ("**SRSHL**", as more particularly defined herein), Dalmia Bharat Cements Holdings Limited ("**DBCHL**", as more particularly defined herein), ODCL and their respective shareholders and creditors under the provisions of Sections 391 to 394 and other applicable provisions of the 1956 Act and the Companies Act 2013 ("**2013 Act**") (referred hereinafter as "**Scheme 1**"), the following transactions are envisaged: (i) transfer and vesting of Power Undertakings of OCL (as defined in Scheme 1), Rail Undertaking of OCL (as defined in Scheme 1) and Solid Waste Management System Undertaking of OCL (as defined in Scheme 1) to ODCL by way of Slump Sale, with effect from Effective Date 3 for Scheme 1 *(as defined hereinafter);* (ii) transfer and vesting of Rail Undertaking of DCEL (as defined in Scheme 1) and Solid Waste Management System Undertaking of DCEL (as defined in Scheme 1) to ODCL by way of Slump Sale, with effect from Effective Date 1 for Scheme 1 *(as defined hereinafter)*; (iii) amalgamation of OCL (post Slump Sale of Power Undertakings, Rail Undertaking and Solid Waste Management System Undertaking of OCL) with ODCL, with effect from Effective Date 3 for Scheme 1; and (iv) amalgamation of DCEL (post Slump Sale of Rail Undertaking, and Solid Waste Management System Undertaking of DCEL), SRSHL and DBCHL with ODCL, with effect from Effective Date 2 for Scheme 1 *(as defined hereinafter)*. Requisite applications/petitions have been filed by the concerned companies with their respective jurisdictional High Courts under Section 391 to 394 of the 1956 Act for approval of Scheme 1 and are presently pending consideration of the respective High Courts.

E. In terms of another Scheme of Arrangement and Amalgamation amongst DCB Power Ventures Limited ("**DCB Power**", as more particularly defined herein), Adwetha Cement Holdings Limited ("**ACHL**", as more particularly defined herein), DCBL, Dalmia Power Limited ("**DPL**", as more particularly defined herein) and their respective shareholders and creditors under the provisions of Sections 391 to 394 read with sections 100 to 103 and other applicable provisions of the 1956 Act and the 2013 Act (referred hereinafter as "**Scheme 2**"), the following transactions are envisaged : (i) transfer and vesting of Power Undertakings (as defined in Scheme 2) of DCB Power by way of Slump Sale to DCBL, with effect from Effective Date 1 for Scheme 2 *(defined hereinafter);* (ii) reduction of the entire issued, subscribed and paid-up share capital of DCB Power held by DCBL, with effect from Effective Date 1 for Scheme 2; (iii) amalgamation of ACHL with DCBL, from Effective Date 1 for Scheme 2 *;* and (iv) amalgamation of DCB Power (post Slump Sale of Power Undertakings and reduction of issued, subscribed and paid-up share capital held by DCBL) with DPL, with effect from Effective Date 2 for Scheme 2 *(defined hereinafter).* Requisite applications/petitions have been filed by the concerned companies with the jurisdictional High Court under Section 391 to 394 read with sections 100 to 103 and other applicable provisions of the 1956 Act, for approval of Scheme 2 and are presently pending consideration of the High Court.

RATIONALE FOR THE SCHEME

A. ODCL, DBL and DCBL belong to the Dalmia Bharat group ("**DB Group Companies**"). This Scheme of 'Arrangement and Amalgamation' *(as defined hereinafter)*, is intended to restructure these companies and consolidate their business in a manner which is expected to enable better realisation of potential of their businesses, yield beneficial results and enhanced value creation for the said companies, their respective shareholders and stakeholders. The rationale for the Scheme is set out below:

(i) The Arrangement and Amalgamation will result in financial resources of ODCL, DBL and DCBL being efficiently pooled, leading to centralised and more efficient management of funds, greater economies of scale and a bigger and stronger resource base for future growth, which are presently divided and are getting dissipated amongst different DB Group Companies.

(ii) The Arrangement and Amalgamation will result in simplification of the corporate structure of the DB Group Companies with one listed company controlling all the cement companies in the group.

(iii) The Arrangement and Amalgamation will result in consolidation of businesses and operations of the DB Group Companies, located in different parts of the country, thereby enabling the group to derive benefits of geographical diversification.

(iv) The Arrangement and Amalgamation will provide synergistic integration of the business operations of DB Group Companies thus enabling better operational management with greater focus.

(v) Synergies arising out of consolidation of alike and supporting businesses through the Arrangement and Amalgamation will lead to (a) alignment of interest of all stakeholders; (b) improved earnings and cash flow of DCBL as the Transferee Company and (c) improved alignment of debt repayments with cash flow.

(vi) DCBL as the Transferee Company will have better leveraging capability due to its enlarged net worth base and increased business capability to offer a wider portfolio of products and services to its customers by virtue of its diversified businesses, enlarged resource base and deeper client relationships, thus improving its ability to effectively exploit the growing market potential and enhanced business prospects for the group.

(vii) The Arrangement and Amalgamation will bring about simplicity in working, reduction in various statutory and regulatory compliances and related costs, which presently have to be duplicated in different entities, reduction in operational and administrative expenses and overheads, better cost and operational efficiencies and it will also result in coordinated optimum utilization of resources.

(viii) The Arrangement and Amalgamation will result not only in consolidating and improving the internal systems, procedures and controls but will also bring greater management and operational efficiency due to integration of various similar functions presently being carried out in each individual entity within the DB Group Companies such as information technology, human resources, finance, legal and general management, and this will lead to the organization becoming more efficient and capable of responding swiftly to volatile and rapidly changing market scenarios.

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(ix) The Arrangement and Amalgamation will streamline the decision making process, help in better utilization of human resources and will also provide better career opportunities to employees.

Thus, the Scheme, as envisaged, involving Arrangement and Amalgamation would enable seamless access to strong business relationships, closer and better focused attention being given to the businesses which would get integrated, aligned and streamlined, leading to achievement of their full business and growth potential.

B. The respective Board of Directors *(as defined hereinafter)* of ODCL, DBL and DCBL after detailed deliberation and consideration, have propounded this Scheme of Arrangement and Amalgamation, incorporating therein the proposed (i) reduction and reorganization of authorized, issued, subscribed and paid-up share capital of ODCL, (ii) Amalgamation of Amalgamating Company with Amalgamated Company and reduction of issued, subscribed and paid-up share capital of ODCL and the corresponding reduction of the securities premium account of DCBL and (iii) Slump Exchange of Transferred Undertaking (*as defined hereinafter*) of Transferor Company (post Amalgamation of Amalgamating Company) to and vesting thereof in Transferee Company, as an integral and indivisible part of this composite Scheme.

C. The Arrangement and Amalgamation pursuant to this Scheme, depending on relevant circumstances, shall take effect in the sequence as provided herein after.

GENERAL

This composite Scheme is divided into the following parts:

(i) **Part I**, contains definitions and interpretations used in this Scheme;

(ii) **Part II**, contains particulars of share capital of ODCL, DBL and DCBL;

(iii) **Part III**, contains provisions relating to reduction and reorganization of authorized issued, subscribed and paid-up share capital of ODCL;

(iv) **Part IV**, contains provisions relating to Amalgamation of Amalgamating Company with Amalgamated Company and reduction of entire issued, subscribed and paid-up share capital of ODCL held by DCBL and corresponding reduction of the securities premium account of DCBL;

(v) **Part V**, contains provisions relating to transfer and vesting of Transferred Undertaking (as defined hereinafter) of Transferor Company (post Amalgamation of Amalgamating Company with the Amalgamated Company), to Transferee Company by way of Slump Exchange;

(vi) **Part VI,** contains the general terms and conditions applicable to this Scheme.

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PART I - DEFINITIONS AND INTERPRETATION

1. DEFINITIONS AND INTERPRETATION

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

"1956 Act" means the Companies Act, 1956, including the rules and regulations made thereunder, and any alterations, modifications, amendments made thereto and/or any re-enactment thereof and reference to sections/provisions of the 1956 Act shall be deemed to include reference to corresponding sections/relevant provisions of the 2013 Act, as applicable and for the time being in force;

"2013 Act" means the Companies Act, 2013, including the rules and regulations made thereunder, and any alterations, modifications, amendments made thereto and/or any re-enactment thereof, as applicable and for the time being in force;

"ACHL" means Adwetha Cement Holdings Limited (CIN : U74900TN2016PLC103518), a public company limited by shares, incorporated on 5th January, 2016 under the provisions of the 2013 Act and having its registered office at Dalmiapuram Lalgudi Taluk, Dalmiapuram-621651, Dist. Tiruchirappalli, Tamil Nadu. The entire paid-up equity share capital of ACHL is held by DBL along with its nominees;

"Amalgamation" means the amalgamation of Amalgamating Company with Amalgamated Company in terms of Part IV of the Scheme being in terms of section 391 to 394 of the 1956 Act and section 2(1B) of the Income Tax Act, 1961 and to be implemented in terms of Part IV of the Scheme;

"Amalgamating Undertaking", shall mean and include all the business, properties, investments and liabilities of whatsoever nature and kind and wheresoever situated, of Amalgamating Company, on a going concern basis, together with all its assets, liabilities and employees and which, without being limited to, shall include the following:

(a) All movable and immovable properties (including the properties as more specifically described in Schedule I to the Scheme), including plant and machinery, equipments, furniture, fixtures, vehicles, stocks and inventory, packing material, all rights, title, interest and claims in leasehold properties, whether real, personal or mixed, corporeal or incorporeal, in possession or otherwise, tangible or intangible, present or future, actual or contingent of whatsoever nature, powers, authorities, allotments, approvals, consents, letters of intent, registrations, identified for use in relation to Amalgamating Undertaking including but not limited to all land (including freehold, leasehold, leave and licensed land), buildings, any tenancies in relation to land and buildings, parking rights, title, rights, interests and benefits and documents of title, and easements in relation thereto and all plant and machineries constructed on or embedded or attached to any such land and all other rights including rights arising under contracts in connection with such immovable properties, equipments, fixed assets, capital work in progress, furniture, fixtures, office equipment, appliances, accessories, vehicles, advances and deposits with any relevant Governmental Authority (*defined hereinafter*) or others, loans, outstanding loans and advances recoverable in cash or in kind (including accrued interest), receivables, all types of stocks including work-in-process, cash, balances with banks, cheques,

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bills of exchange and other negotiable instruments, benefits of any bank guarantees, performance guarantees, corporate guarantees, letters of credit, financial assets and instruments, investments and other funds along with accrued interest thereon and benefits attached thereto, pertaining to Amalgamating Undertaking.

(b) All debts, liabilities, loans, guarantees, forward contract liability, assurances, commitments, duties and obligations of any nature or description, whether fixed, contingent or absolute, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising, (including, without limitation, whether arising out of any contract or tort based on negligence or strict liability), pertaining to Amalgamating Undertaking;

(c) All contracts, agreements, leases, linkages, memoranda of understanding, memoranda of agreements, memoranda of agreed points, letters of agreed points, agreed term sheets, arrangements, undertakings, whether written or otherwise, deeds, bonds, schemes, arrangements, sales orders, purchase orders, job orders or other instruments of whatsoever nature, to which Amalgamating Company is a party, exclusively relating to Amalgamating Undertaking or otherwise identified to be for the benefit of the same;

(d) All intellectual property rights including registrations, brand, trademarks, trade names, service marks, copyrights, patents, designs, domain names and applications relating thereto, goodwill, technical knowhow, trade secrets, exclusively used by or held for use by Amalgamating Company in relation to Amalgamating Undertaking, whether or not registered, owned or licensed, including any form of intellectual property which is in progress;

(e) All permits, licenses, consents, approvals, authorizations, quotas, rights, entitlements, claims, registrations, allotments, concessions, exemptions, liberties, advantages, no-objection certificates, certifications, easements, tenancies including tenancy rights in relation to offices and residential properties, permissions, if any, privileges and similar rights, and any waivers of the foregoing, issued by any legislative, executive or judicial unit of any relevant Governmental Authority including but not limited to the relevant licenses, electricity, water supply and environment related approvals and connections, telephone, broadband, wireless and other communication systems and equipments related approvals and connections including for data/image/graphics storage, reproduction, transmission and transfers, and all other rights, permits, consents, no-objections and approvals, pending applications for consents, renewals or extension that exclusively relates to, issued or held for use by Amalgamating Company pertaining to Amalgamating Undertaking;

(f) all benefits, entitlements, exemptions, payment deferrals, incentives and concessions under incentive schemes and policies including duties, cess, levies refunds, interest credits and claims under customs, excise, service tax, VAT, sales tax and entry tax and income tax laws, subsidy receivables from Government, grants from any relevant Governmental Authority, all other direct tax benefit/ exemptions/ deductions, sales tax deferrals, to the extent statutorily available/ allocable/ referable or related to Amalgamating Company pertaining to Amalgamating Undertaking, along with associated obligations;

(g) all employees of Amalgamating Company as on the Effective Date, whether permanent or temporary, including employees/personnel engaged on contract basis and contract labourers, apprentices, interns/ trainees, both on-shore and offshore, as are primarily engaged in or in relation to Amalgamating Undertaking, at its respective offices, branches and any other employees/personnel and contract labourers, apprentices, interns/trainees hired by Amalgamating Company after the date hereof who are primarily engaged in or in relation to Amalgamating Undertaking and contributions, if any, made towards any provident fund, employees state insurance, gratuity fund, staff welfare scheme or any other special schemes, funds or benefits, existing for the benefit of such employees of Amalgamating Company, together with such of the investments made by these funds, which are referable to such employees of Amalgamating Company;

(h) all legal (whether civil or criminal), taxation or other proceedings or investigations of whatsoever nature (including those before any Governmental Authority) initiated by or against Amalgamating Company or proceedings or investigations to which Amalgamating Company is party to, that pertain to Amalgamating Undertaking, whether pending/ongoing as on the Appointed Date or which may be instituted any time in the future; and

(i) All books, records, files, papers, engineering and process information, records of standard operating procedures, computer programs along with their licenses, drawings, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information and other records whether in physical or electronic form, pertaining to Amalgamating Undertaking.

"Applicable Law" shall mean any statute, notification, 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 relevant Governmental Authority including any statutory modification or re-enactment thereof for the time being in force;

"**Appointed Date**" means January 1, 2015 or such other date as the High Court may decide/approve, being the date with effect from which Amalgamation of Amalgamating Company with Amalgamated Company in terms of Part IV of the Scheme and Slump Exchange of Transferred Undertaking of Transferor Company (post Amalgamation) to Transferee Company in terms of Part V of the Scheme shall become operative and/or be deemed to have become operative;

"**Arrangement and Amalgamation**" collectively means (i) reduction and reorganization of authorized, issued, subscribed and paid-up share capital of ODCL in terms of Part III of the Scheme, (ii) (a) Amalgamation of Amalgamating Company with Amalgamated Company and (b) reduction of entire issued, subscribed and paid-up share capital of ODCL held by DCBL and consequent reduction of the securities premium account of DCBL, in terms of Part IV of the Scheme and (iii) Slump Exchange of Transferred Undertaking of Transferor Company (post Amalgamation of Amalgamating Company) to and vesting thereof in Transferee Company in terms of Part V of the Scheme;

"**Board of Directors**" or "**Board**" in relation to ODCL, DBL and DCBL , as the case may be, means the board of directors of such company, and shall include a committee duly

constituted and authorised for the purposes of various matters pertaining to the Arrangement and Amalgamation, the Scheme and/or any other related, connected or incidental matters;

"**Court Sanction Order**" means the order of the High Court sanctioning this Scheme under Sections 391 to 394 read with Sections 100 to 103 of the 1956 Act and Section 52 of the 2013 Act and other applicable provisions of the 1956 Act and 2013 Act, including any alteration, modification, amendment made thereto and supplementary orders/directions in relation thereto;

"**DBCHL**" means Dalmia Bharat Cements Holdings Limited (CIN: U26911TN2014PLC095681), a public company limited by shares, incorporated on 25th March, 2014 under the provisions of the 1956 Act and having its registered office at Dalmiapuram Lalgudi Taluk, Dalmiapuram-621651,Dist. Tiruchirappalli, Tamil Nadu;

"**DBL**" or **"Amalgamating Company"** means Dalmia Bharat Limited (CIN: L40109TN2006PLC058818), a public company limited by shares, incorporated on 10th February, 2006 under the provisions of the 1956 Act and having its registered office at Dalmiapuram Lalgudi Taluk, Dalmiapuram-621651, Dist. Tiruchirappalli, Tamil Nadu.

For all practical purposes, in relation to the Amalgamation of DBL with ODCL pursuant to Part IV of the Scheme, DBL shall be referred to as "**Amalgamating Company**".

"**DCB Power**" means DCB Power Ventures Limited (CIN : U40109TN2006PLC058819), a public company limited by shares, incorporated on 10th February, 2006 under the provisions of the 1956 Act and having its registered office at Dalmiapuram Lalgudi Taluk, Dalmiapuram-621651, Dist. Tiruchirappalli, Tamil Nadu;

"**DCBL**" or **"Transferee Company"** means Dalmia Cement (Bharat) Limited (CIN : U65191TN1996PLC035963), a public company limited by shares, incorporated on 4th July, 1996 under the provisions of the 1956 Act and having its registered office at Dalmiapuram Lalgudi Taluk, Dalmiapuram-621651, Dist. Tiruchirappalli, Tamil Nadu.

In relation to Slump Exchange of Transferred Undertaking of ODCL into DCBL pursuant to Part V of the Scheme, DCBL shall be referred to as "**Transferee Company**"

"DBL ESOP Scheme 2011" means the employee stock option scheme 2011 issued by DBL pursuant to which shares in DBL are issued to the Eligible Employees upon exercise of the options;

"**DCEL**" means Dalmia Cement East Limited (CIN : U45209TN2008PLC110322), a public company limited by shares, incorporated on 13th March, 2008 under the provisions of the 1956 Act and having its registered office at Dalmiapuram Lalgudi Taluk, Dalmiapuram-621651, Dist. Tiruchirappalli, Tamil Nadu;

"**DPL**" means Dalmia Power Limited (CIN: U40109TN2005PLC057326), a public company limited by shares, incorporated on 30th August, 2005 under the provisions of the 1956 Act and having its registered office at Dalmiapuram Lalgudi Taluk, Dalmiapuram-621651, Dist. Tiruchirappalli, Tamil Nadu;

"**Effective Date**" shall mean the last of the dates on which all the conditions and matters

referred to in clause 55 of this Scheme have been fulfilled. References in this Scheme to "Scheme becoming effective" or "coming into effect of this Scheme" or "effectiveness of this Scheme" shall mean the Effective Date;

"**Effective Date 1 for Scheme 1**" means the last of the dates on which certified/authenticated copy of the order of the High Court sanctioning Scheme 1 is filed with the Registrar of Companies by DCEL and ODCL for transfer and vesting of Rail Undertaking of DCEL and Solid Waste Management System Undertaking of DCEL to ODCL by way of Slump Sale;

"**Effective Date 2 for Scheme 1**" means the 15th day (or such other date as may be agreed upon by the Board of Directors of DCEL, SRSHL, DBCHL and ODCL) following the last of the dates on which certified/authenticated copy of the order of the High Court sanctioning Scheme 1 is filed with the Registrar of Companies by DCEL, SRSHL, DBCHL and ODCL for amalgamation of DCEL (post Slump Sale of Rail Undertaking of DCEL and Solid Waste Management System Undertaking of DCEL), SRSHL and DBCHL with ODCL;

"**Effective Date 3 for Scheme 1**" means the latter of (i) the last of the dates on which certified/authenticated copy of the order of the High Court sanctioning Scheme 1 is filed with the Registrar of Companies by OCL and ODCL or (ii) date of receipt of approval of the State Government/other regulatory body for transfer of captive mining lease from OCL to ODCL in accordance with the MMDR Amendment Act, 2016 and Mineral Concession Rules, 1960 or any other applicable regulations such that the same has no financial or other material adverse impact on ODCL for (a) transfer and vesting of Power Undertakings of OCL, Rail Undertaking of OCL, Solid Waste Management System Undertaking of OCL to ODCL by way of Slump Sale and (b) amalgamation of OCL (post Slump Sale of Power Undertakings of OCL, Rail Undertaking of OCL and Solid Waste Management System Undertaking of OCL) with ODCL;

"**Effective Date 1 for Scheme 2**" shall mean the last of the dates on which the certified/authenticated copy of the order of the High Court, sanctioning Scheme 2 is filed with the Registrar of Companies by DCB Power, ACHL, DCBL and DPL for (a) transfer and vesting of Power Undertakings of DCB Power by way of a Slump Sale to DCBL, (b) reduction of issued, subscribed and paid-up share capital of DCB Power held by DCBL and (c) amalgamation of ACHL with DCBL;

"**Effective Date 2 for Scheme 2**" shall mean the 15th day (or such other date as may be agreed upon by the Board of Directors of DCB Power and DPL) following the last of the date on which the certified/authenticated copy of the order of the High Court sanctioning Scheme 2 is filed with the Registrar of Companies by DCB Power and DPL for amalgamation of DCB Power (post Slump Sale of Power Undertakings and reduction of the entire issued, subscribed and paid-up share capital of DCB Power held by DCBL) with DPL;

"**Eligible Employees**" means all the employees of DBL and its subsidiaries, holding stock options under DBL ESOP Scheme 2011 as on the Effective Date;

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

"**Goodwill having underlying Intangible Assets**" means such portion of goodwill, recorded in

terms of Part IV of the Scheme upon Amalgamation, which either represents or is identified with or is allocable to assets representing intangible assets of the Amalgamating Company but not recorded as yet in the books of Amalgamating Company.

"**Governmental Authority**" means any applicable central, state or local Government or semi-Government, legislative body, executive, regulatory or administrative authority, local authority, agency or commission or any court, tribunal, board, department, commission, entity, agency, bureau, instrumentality, official, judicial or arbitral body, statutory body or stock exchange, including but not limited to the Reserve Bank of India ("**RBI**") and the Securities and Exchange Board of India ("**SEBI**") or any other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of law;

"**High Court**" means the High Court having jurisdiction in relation to ODCL, DBL and DCBL and shall include the National Company Law Tribunal, or such other forum or authority as may be vested with any of the powers of a High Court under the 1956 Act or the 2013 Act, as applicable;

"**Income Tax Act**" means the Income Tax Act, 1961, including the rules made thereunder, and any amendments, alterations, modifications made thereto or any re-enactments thereof for the time being in force;

"**National Company Law Tribunal**" shall mean the tribunal constituted by the Central Government under section 408 of the 2013 Act;

"**OCL**" means OCL India Limited (CIN: L26942OR1949PLC000185), a public company limited by shares, incorporated on 11th Oct, 1949 under the provisions of the Companies Act, 1913 and presently having its registered office at Rajgangpur-770017, Dist. Sundargarh, Odisha. OCL is in the process of shifting its registered office from the state of Odisha to the state of Tamil Nadu. Pursuant to and with effect from the date of certificate of registration to be issued by Registrar of Companies, Ministry of Corporate Affairs, Chennai, registering the Order of Regional Director, the registered office of OCL shall stand shifted from the state of Odisha to the state of Tamil Nadu.

"**ODCL**" or "**Amalgamated Company**" or "**Transferor Company**" means Odisha Cement Limited (CIN: U14200TN2013PLC112346), a public company limited by shares, incorporated on 12th July, 2013 under the provisions of 1956 Act and having its registered office at Dalmiapuram Lalgudi Taluk, Dalmiapuram-621651, Dist. Tiruchirappalli, Tamil Nadu;

For all practical purposes, (i) in relation to the Amalgamation of DBL with ODCL pursuant to Part IV of the Scheme, ODCL shall be referred to as "**Amalgamated Company**" and (ii) in relation to the Slump Exchange of Transferred Undertaking of ODCL into DCBL pursuant to Part V of the Scheme, ODCL shall be referred to as "**Transferor Company**"

"**Registrar of Companies**" means the jurisdictional Registrar of Companies;

"**Residual Goodwill**" means the total goodwill as recorded by ODCL in terms of Part IV of the Scheme upon Amalgamation as reduced by the amount of Goodwill having underlying Intangible Assets;

"**Scheme**", "**the Scheme**", "**this Scheme**" means this composite scheme of Arrangement and

Amalgamation, pursuant to sections 391 to 394, read with sections 100 to 103 of the 1956 Act and section 52 of the 2013 Act, and all other applicable provisions of the 1956 Act and 2013 Act (along with schedules attached hereto) in its present form, submitted to the High Court or any other relevant Governmental Authority, as may be relevant, with any modification(s) thereto as the High Court may require, direct or approve;

"**Scheme 1**" shall have the meaning assigned to it in paragraph D of "Description of Companies" hereof;

"**Scheme 2**" shall have the meaning assigned to it in paragraph E of "Description of Companies" hereof;

"**Slump Exchange**" means the transfer and vesting of Transferred Undertaking (*as defined hereinafter*) of Transferor Company to Transferee Company on a going concern and "as-is-where-is" basis for a lump sum consideration, to be exchanged by way of issuance of equity shares of Transferee Company, without values being assigned to the individual assets and liabilities, and to be implemented in terms of Part V of the Scheme.

"**SRSHL**" means Shri Rangam Securities & Holdings Limited (CIN: U26950TN2014PLC095685), a public company limited by shares, incorporated on 25th March, 2014 under the provisions of the 1956 Act and having its registered office at Dalmiapuram Lalgudi Taluk, Dalmiapuram - 621651, Dist. Tiruchirappalli, Tamil Nadu.

"Transferred Undertaking" shall mean the undertaking of Transferor Company (post Amalgamation of Amalgamating Company) together with its business and operations pertaining to its cement and refractory operations and power, rail and solid waste management systems and comprising of, inter alia, all the assets (including goodwill, & other intangible assets recorded by Transferor Company upon Scheme 1 becoming effective along with Goodwill having underlying Intangible Assets), liabilities and employees, which relate thereto, or are necessary therefore as on the Appointed Date on a going concern basis, including but not limited to the following:

(a) All movable and immovable properties (including the properties as more specifically described in Schedule II to the Scheme), including plant and machinery, equipments, furniture, fixtures, vehicles, stocks and inventory, packing material, all rights, title, interest and claims in leasehold properties, including the mining leases and the prospecting licences (including in each case, any applications made thereof) and other properties, whether real, personal or mixed, corporeal or incorporeal, in possession or otherwise, tangible or intangible, present or future, actual or contingent of whatsoever nature, powers, authorities, allotments, approvals, consents, letters of intent, registrations, identified for use in relation to Transferred Undertaking including but not limited to all land (including freehold, leasehold, leave and licensed land), buildings, any tenancies in relation to land and buildings, parking rights, title, rights, interests and benefits and documents of title, and easements in relation thereto and all plant and machineries constructed on or embedded or attached to any such land and all other rights including rights arising under contracts in connection with such immovable properties, equipments, fixed assets, capital work in progress, furniture, fixtures, office equipment, appliances, accessories, vehicles, advances and deposits with any relevant Governmental Authority or others, loans, outstanding loans and advances recoverable in cash or in kind (including accrued interest), receivables, all types of stocks including work-in-process, cash,

balances with banks, cheques, bills of exchange and other negotiable instruments, benefits of any bank guarantees, performance guarantees, corporate guarantees, letters of credit, financial assets and instruments, investments and other funds along with accrued interest thereon and benefits attached thereto, pertaining to Transferred Undertaking.

(b) All debts, liabilities, loans, guarantees, forward contract liability, assurances, commitments, duties and obligations of any nature or description, whether fixed, contingent or absolute, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising, (including, without limitation, whether arising out of any contract or tort based on negligence or strict liability), pertaining to Transferred Undertaking;

(c) All contracts, agreements, leases, linkages, memoranda of understanding, memoranda of agreements, memoranda of agreed points, letters of agreed points, agreed term sheets, arrangements, undertakings, whether written or otherwise, deeds, bonds, schemes, arrangements, sales orders, purchase orders, job orders or other instruments of whatsoever nature, to which Transferor Company is a party, exclusively relating to Transferred Undertaking or otherwise identified to be for the benefit of the same;

(d) All intellectual property rights including registrations, brand, trademarks, trade names, service marks, copyrights, patents, designs, domain names and applications relating thereto, goodwill, technical knowhow, trade secrets, exclusively used by or held for use by Transferor Company in relation to Transferred Undertaking, whether or not registered, owned or licensed, including any form of intellectual property which is in progress;

(e) All permits, licenses, consents, approvals, authorizations, quotas, rights, entitlements, claims, registrations, allotments, concessions, exemptions, liberties, advantages, no-objection certificates, certifications, easements, tenancies including tenancy rights in relation to offices and residential properties, permissions, if any, privileges and similar rights, and any waivers of the foregoing, issued by any legislative, executive or judicial unit of any relevant Governmental Authority including but not limited to the relevant licenses, electricity, water supply and environment related approvals and connections, telephone, broadband, wireless and other communication systems and equipments related approvals and connections including for data/image/graphics storage, reproduction, transmission and transfers, and all other rights, permits, consents, no-objections and approvals, pending applications for consents, renewals or extension that exclusively relates to, issued or held for use by Transferor Company pertaining to Transferred Undertaking;

(f) all benefits, entitlements, exemptions , payment deferrals, incentives and concessions under incentive schemes and policies including duties, cess, levies refunds, interest credits and claims under customs, excise, service tax, VAT, sales tax and entry tax and income tax laws, subsidy receivables from Government, grants from any relevant Governmental Authority, all other direct tax benefit/ exemptions/ deductions, sales tax deferrals, to the extent statutorily available/ allocable/ referable or related to Transferor Company pertaining to Transferred Undertaking, along with associated obligations;

(g) all employees of Transferor Company as on the Effective Date, whether permanent or temporary, including employees/personnel engaged on contract basis and contract labourers, apprentices, interns/ trainees, both on-shore and offshore, as are primarily engaged in or in relation to Transferred Undertaking, at its respective offices, branches and any other employees/personnel and contract labourers, apprentices, interns/trainees hired by Transferor Company after the date hereof who are primarily engaged in or in relation to Transferred Undertaking and contributions, if any, made towards any provident fund, employees state insurance, gratuity fund, staff welfare scheme or any other special schemes, funds or benefits, existing for the benefit of such employees of Transferor Company, together with such of the investments made by these funds, which are referable to such employees of Transferor Company;

(h) all legal (whether civil or criminal), taxation or other proceedings or investigations of whatsoever nature (including those before any Governmental Authority) initiated by or against Transferor Company or proceedings or investigations to which Transferor Company is party to, that pertain to Transferred Undertaking, whether pending/ongoing as on the Appointed Date or which may be instituted any time in the future; and

(i) All books, records, files, papers, engineering and process information, records of standard operating procedures, computer programs along with their licenses, drawings, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information and other records whether in physical or electronic form, pertaining to Transferred Undertaking.

1.2 All terms and words used in this Scheme shall, unless repugnant or contrary to the subject or context or meaning thereof, have the same meaning ascribed to them under the 1956 Act or the 2013 Act, as applicable, the Income Tax Act, the Depositories Act, 1996 and other Applicable Laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof for the time being in force.

1.3 In this Scheme, unless the context otherwise requires:

(a) words denoting singular shall include plural and vice versa;

(b) headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;

(c) references to the word "include" or "including" shall be construed without limitation;

(d) a reference to an article, clause, section, paragraph or schedule is, unless indicated to the contrary, a reference to an article, clause, section, paragraph or schedule of this Scheme;

(e) unless otherwise defined, the reference to the word "days" shall mean calendar days;

(f) references to dates and times shall be construed to be references to Indian dates and times;

(g) reference to a document includes an amendment or supplement to, or replacement or novation of, that document; and

(h) references to a person include any individual, firm, body corporate (whether incorporated or not), Government, state or agency of a state or any joint venture, association, partnership, works councillor employee representatives body (whether or not having separate legal personality).

(i) references to any of the terms taxes, duty, levy, cess in the Scheme shall be construed as reference to all of them whether jointly or severally.

(j) word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed to them.

(k) capitalized terms used herein in context of Schemes 1 and 2 but not defined in the Scheme shall have the same meanings as assigned to them in Scheme 1 and Scheme 2, respectively

(l) any reference to any statute or statutory provision shall include:

(i) all subordinate legislations made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated from time to time) and any retrospective amendment; and

(ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the filing of this Scheme) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to the matters contemplated under this Scheme and (to the extent liability there under may exist or can arise) shall include any past statutory provision (as amended, modified, re-enacted or consolidated from time to time) which the provision referred to has directly or indirectly replaced.

2. SHARE CAPITAL

2.1. *ODCL*

The share capital of the ODCL as on 31st October, 2016 is as under:

Authorised Share Capital	Amount (Rs.)
1,00,000 Equity Shares of Rs. 10/- each	10,00,000
Total	**10,00,000**

Issued, Subscribed and Fully Paid Up Share Capital	Amount (Rs.)
50,000 Equity Shares of Rs. 10/- each	5,00,000
Total	**5,00,000**

After the date stated above there has been no change in authorised, issued, subscribed and paid up share capital of ODCL.

In terms of Scheme 1, on its taking effect, the authorised share capital of ODCL shall stand increased to Rs. 3,50,10,00,000/- (Rupees Three Hundred Fifty Crores and Ten Lacs only) comprising of 28,51,00,000 (Twenty Eight Crores and Fifty One Lacs) Equity Shares of face value of Rs. 10/- (Rupees Ten only) each, 7,00,00,000 (Seven Crores) Equity Shares of face value of Rs. 2/- (Rupees Two only) each, 1,00,000 (One Lakh) Preference Shares of face value of Rs. 100/- (Rupees Hundred only) each and 5,00,00,000 (Five Crore) Preference Shares of face value of Rs. 10/- (Rupees Ten only) each.

Upon issuance of shares pursuant to Scheme 1 and cancellation of shares of ODCL held by OCL pursuant to Scheme 1, the issued share capital of ODCL shall also stand increased to (a) Rs. 56,90,02,200 (Rupees Fifty Six Crores Ninety Lacs Two Thousand and Two Hundred only) comprising of 5,69,00,220 (Five Crores Sixty Nine Lacs Two Hundred and Twenty) equity shares of face value of Rs. 10/- (Rupees Ten only) each and (b) Rs. 34,30,00,000 (Rupees Thirty Four Crores and Thirty Lacs only) comprising of 3,43,00,000 (Three Crores and Forty three Lacs) 0.1% Optionally Convertible Redeemable Preference Shares ("**OCRPS**") of face value of Rs. 10/- (Rupees Ten only) each.

2.2. *DBL*

The share capital of DBL as on 31st October, 2016 is as under:

Authorised Share Capital	Amount (Rs.)
10,00,00,000 Equity Shares of Rs. 2/- each	20,00,00,000
Total	**20,00,00,000**

Issued, Subscribed and Fully Paid Up Share Capital	Amount (Rs.)
8,89,05,803 Equity Shares of Rs.2/- each	17,78,11,606
Total	**17,78,11,606**

The above issued, subscribed and fully paid up share capital includes 1,06,500 (One Lac Six Thousand and Five Hundred) equity shares which were allotted by the Board of Directors on 26th October, 2016 pursuant to conversion of employee stock option. Listing of the same is

awaited. After the said date, there has been no change in authorised, issued, subscribed and paid up share capital of DBL.

2.3. ***DCBL***

The share capital of the DCBL as on 31st October, 2016 is as under:

Authorised Share Capital	**Amount (Rs.)**
30,00,00,000 Equity Shares of Rs. 10/- each	3,00,00,00,000
3,00,00,000 Preference Shares of Rs. 100/- each	3,00,00,00,000
77,30,00,000 Unclassified Shares of Rs. 10/- each	7,73,00,00,000
Total	**13,73,00,00,000**

Issued, Subscribed and Fully Paid Up Share Capital	**Amount (Rs.)**
25,29,19,005 Equity Shares of Rs. 10/- each	2,52,91,90,050
Total	**2,52,91,90,050**

After the aforesaid date there has been no change in authorised, issued, subscribed and paid up share capital of DCBL.

In terms of Scheme 2, on its taking effect (i) the authorised share capital of DCBL shall stand increased to Rs. 13,73,10,00,000 (Rupees One Thousand Three Hundred Seventy Three Crores and Ten Lacs only) comprising of 30,01,00,000 (Thirty Crores and One Lac) Equity Shares of face value of Rs. 10/- (Rupees Ten only) each, 3,00,00,000 (Three Crores) Preference Shares of face value of Rs. 100/- (Rupees Hundred only) each; and 77,30,00,000 (Seventy Seven Crores and Thirty Lacs) Unclassified shares of face value of Rs. 10/- (Rupees ten only) each and (ii) upon cancellation of shares of DCBL held by ACHL pursuant to Scheme 2, the issued share capital of DCBL shall stand decreased to Rs. 2,34,25,11,870 (Rupees Two Hundred Thirty Four Crores Twenty Five Lacs Eleven Thousand Eight Hundred and Seventy only) comprising of 23,42,51,187 (Twenty Three Crores and Forty Two Lacs Fifty One Thousand and One Hundred Eighty Seven) equity shares of face value of Rs. 10/- (Rupees ten only) each.

PART III – REDUCTION AND REORGANIZATION OF SHARE CAPITAL OF ODCL

Reduction and reorganization of share capital of ODCL

3. Upon the Scheme becoming effective, pursuant to the Court Sanction Order the issued, subscribed and paid up equity share capital of ODCL of Rs. 56,90,02,200/- (Rupees Fifty Six Crores Ninety Lacs Two Thousand Two Hundred only) comprising of 5,69,00,220 (Five Crore Sixty Nine Lacs Two Hundred and Twenty) equity shares of face value of Rs. 10/- (Rupees Ten only) each fully paid up shall stand reduced to Rs. 11,38,00,440/- (Rupees Eleven Crores Thirty Eight Lacs Four Hundred and Forty only) comprising of 5,69,00,220 (Five Crore Sixty Nine Lacs Two Hundred and Twenty) equity shares of face value of Rs. 2/- (Rupees Two only) each fully paid up by way of reduction and cancellation of face value and issued, subscribed and paid-up value of the said 5,69,00,220 (Five Crore Sixty Nine Lacs Two Hundred and Twenty) equity shares of face value of Rs. 10/- (Rupees Ten only) each fully paid-up, by Rs. 8/- (Rupees Eight only) each per equity share and consequent cancellation of all share certificates in respect of original 5,69,00,220 (Five Crore Sixty Nine Lacs Two Hundred and Twenty) equity share of face value of Rs. 10/- (Rupees Ten only) each fully paid-up and issuance of fresh equity share certificates of face value of Rs. 2/- (Rupees Two only) each fully paid up there against without payment of any consideration or any other distribution/payment being made by ODCL to the holders of such equity shares in lieu of such reduction in value of equity shares of ODCL, with simultaneous reduction in the face value of all existing equity shares of Rs. 10/- each (Rupees Ten only) in the authorised share capital of ODCL to Rs. 2/- (Rupees Two only) each, and consequent creation of requisite number of new equity shares of face value of Rs. 2/- (Rupees Two only) such that the aggregate amount of authorised share capital of ODCL remains unchanged. The reduction and reorganization of authorized, issued, subscribed and paid-up share capital of ODCL made as aforesaid will facilitate the restructuring as envisaged under the Scheme and as such it is an integral and inalienable part of the Scheme.

4. The reduction and reorganization of authorized, issued, subscribed and paid-up share capital of ODCL as stated in clause 3 above being an integral part of the Scheme, shall, in accordance with supporting judicial precedents and subject to High Court rules, procedures, orders and directions in this regard, be taken up through combined proceedings before the Hon'ble High Court. Consequently, for the purposes of sections 101 to 103 of the 1956 Act and other applicable provisions of the 1956 Act or the corresponding provisions of 2013 Act, as applicable, the Court Sanction Order shall be deemed to be also an order confirming the reduction and reorganization of authorized, issued, subscribed and paid-up share capital of ODCL under section 102 of the 1956 Act. Since the said reduction and reorganization of authorized, issued, subscribed and paid-up share capital of ODCL neither involves any diminution of liability in respect of unpaid share capital, nor payment of any paid-up share capital to any shareholder, the provisions of section 101 (2) of the 1956 Act and corresponding provisions of the 2013 Act, as applicable, being not attracted in relation to the said reduction and reorganisation of authorized, issued, subscribed and paid-up share capital of ODCL, consequently, ODCL need not be required to add "And Reduced" as the last words in its name.

5. The reduction and reorganization of authorized, issued, subscribed and paid-up share capital of ODCL shall :

   (a) have no effect on the creditors of ODCL as neither is there any reduction in the amount payable to any of such creditors nor is there any compromise or arrangement contemplated with any such creditors and, nor will there be any reduction in the

security which the said creditors may have in ODCL.

(b) not in any way adversely affect the ordinary operations of ODCL or its ability to honour its commitments or to pay its debts in the ordinary course of its business since the reduction does not involve any financial outlay/outgo on the part of ODCL.

(c) not affect the unissued authorised share capital of ODCL excepting the reduction in face value of equity shares from Rs. 10/- (Rupees Ten only) each to Rs. 2/- (Rupees Two only) each and accordingly, the unissued authorised share capital shall continue to be available to ODCL for further issue and allotment.

6. The reduction and reorganization of authorized, issued, subscribed and paid-up share capital of ODCL in terms of this Scheme, shall be given effect prior to giving effect to Amalgamation of Amalgamating Undertaking with Amalgamated Company in terms of this Scheme.

7. **Accounting treatment in the books of ODCL**

ODCL shall, upon the Scheme becoming effective, reduce its issued, subscribed and paid up equity share capital by Rs. 45,52,01,760 and the corresponding effect shall be given in the Capital Reserve A/c.

PART IV – AMALGAMATION OF AMALGAMATING COMPANY WITH AMALGAMATED COMPANY AND REDUCTION OF SHARE CAPITAL OF ODCL

Transfer and Vesting of Amalgamating Company together with whole of the Amalgamating Undertaking, into Amalgamated Company

8. Upon the Scheme becoming effective, pursuant to the Court Sanction order, with effect from the Appointed Date, Amalgamating Company together with whole of the Amalgamating Undertaking, shall stand transferred to and be vested in and/or be deemed to have been transferred to and vested in Amalgamated Company, as a going concern in accordance with the provisions of sections 391 to 394 and other applicable provisions of the 1956 Act or the corresponding provisions of 2013 Act, as applicable, and in accordance with section 2(1B) of the Income Tax Act, without any further act, instrument or deed, so as to become, as from the Appointed Date, the undertaking of Amalgamated Company by virtue of and in the manner provided in this Part IV of the Scheme.

9. Without prejudice to the generality of the foregoing in clause 8 above, upon the Scheme becoming effective, pursuant to the Court Sanction Order and the provisions of sections 391 to 394 and other applicable provisions of the 1956 Act or the corresponding provisions of 2013 Act, as applicable, the transfer and vesting of Amalgamating Undertaking into Amalgamated Company by way of Amalgamation on a going concern basis shall take place, with effect from Appointed Date, without any further act, instrument or deed, in the following manner:

9.1. **Properties and Assets**

(a) All the estate, assets (including intangible assets, whether or not recorded in the books), properties, investments of all kinds (i.e., shares, scripts, stocks, bonds, debenture stocks, units, pass through certificates), rights, claims, title, interest, powers and authorities including accretions and appurtenances thereto, whether or not provided and/or recorded in the books of accounts, comprising as part of the Amalgamating Undertaking of whatsoever nature and where-so-ever situate shall be and stand transferred to and vested in Amalgamated Company and/or be deemed to be transferred to and vested in Amalgamated Company as a part of the transfer of the Amalgamating Undertaking so as to become the estate, assets (including intangible assets), properties, investments of all kinds (i.e., shares, scripts, stocks, bonds, debenture stocks, units or pass through certificates), rights, claims, title, interest, powers and authorities including accretions and appurtenances thereto, of Amalgamated Company.

(b) Such of the assets and properties of Amalgamating Undertaking, as are movable in nature or are incorporeal property or are otherwise capable of transfer by physical or constructive delivery or by delivery of possession or by endorsement and delivery or by operation of law, shall be and stand transferred to and vested in Amalgamated Company and/or be deemed to have been transferred to and vested in Amalgamated Company as part of transfer and vesting of the Amalgamating Undertaking so as to become the assets and properties of Amalgamated Company. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical or constructive delivery or by delivery of possession or by endorsement and delivery or by vesting and recordal pursuant to this Scheme, as appropriate in relation to the property/asset being vested and title to the property/asset shall be deemed to have been transferred accordingly.

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(c) All other movable properties of Amalgamating Undertaking including sundry debtors, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, deposits with any relevant Governmental Authority shall be and stand transferred to and vested in Amalgamated Company and/or deemed to have been transferred to and vested in Amalgamated Company, by way of delivery of possession of the respective documents, as applicable, as a part of the transfer of Amalgamating Undertaking so as to become the assets and properties of Amalgamated Company.

(d) Amalgamated Company may, if it so deems appropriate, give notice in such form as it deems fit and proper, to each such debtor or obligor pertaining to the Amalgamating Undertaking of such debt, loan, advance, claim, bank balance, deposit or other asset be paid or made good or held on account of Amalgamated Company as the person entitled thereto, to the end and intent that the right of Amalgamating Undertaking to recover or realise all such debts (including the debts payable by such debtor or obligor to Amalgamating Undertaking) stands transferred and assigned to Amalgamated Company and that appropriate entries shall be passed in the books of accounts of the relevant debtors or obligors to record such change. It is hereby clarified that investments, if any, made by Amalgamating Company and all the rights, title and interest of Amalgamating Undertaking in any licensed properties or leasehold properties shall be and stand transferred to and vested in or be deemed to have been transferred to and vested in Amalgamated Company.

(e) All immovable properties (including properties being more specifically described in Schedule I to the Scheme) of Amalgamating Undertaking (whether freehold or leasehold or otherwise owned) including land together with the buildings and structures standing thereon or under construction and rights and interests in immovable properties of Amalgamating Undertaking, any tenancies in relation to warehouses, office space, guest houses and residential premises including those provided to/occupied by the employees of Amalgamating Undertaking, all plant and machineries constructed on or embedded or attached to any such immovable properties, all rights, covenants, continuing rights, title and interest in connection with the said immovable properties, and all documents of title, rights and easements in relation thereto, shall, be and stand transferred to and vested in and be deemed to have been transferred to and vested in Amalgamated Company and Amalgamated Company shall be entitled to exercise all rights and privileges attached to the aforesaid immovable properties and shall be liable to pay the ground rent and taxes and fulfill all obligations in relation to or applicable to such immovable properties. The mutation of the ownership or title, or interest in the immovable properties shall accordingly be made and duly recorded in the name of Amalgamated Company by the relevant Governmental Authorities pursuant to the Court Sanction Order in accordance with the terms hereof.

(f) All lease and/or leave and license or rent agreements entered into by Amalgamating Undertaking with various landlords, owners and lessors in connection with the use of the assets of Amalgamating Company, together with security deposits and advance/prepaid lease/license fee shall stand transferred to and stand vested in favour of Amalgamated Company on the same terms and conditions. Amalgamated Company shall continue to pay rent or lease or license fee as provided for in such agreements, and Amalgamated Company and the relevant landlords, owners and

lessors shall continue to comply with the terms, conditions and covenants thereunder. Without limiting the generality of the foregoing, Amalgamated Company shall also be entitled to refund of security deposits, advance rent, paid under such agreements by Amalgamating Undertaking. All the rights, title, interest and claims of Amalgamating Company in any such leasehold properties of Amalgamating Undertaking, shall, pursuant to section 394(2) of the 1956 Act, be transferred to and vested in or be deemed to have been transferred to and vested in Amalgamated Company.

(g) All permissions, approvals, sanctions, consents, subsidies, incentives, privileges, income tax benefits and exemptions, rebates, accumulated tax losses, unabsorbed depreciation, indirect tax benefits and exemptions, all other rights, benefits and liabilities related thereto, licenses, powers and facilities of every kind, nature and description whatsoever, provisions and benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to Amalgamating Undertaking enjoyed or conferred upon or held or availed of by Amalgamating Company and all rights and benefits that have accrued or which may accrue to Amalgamating Undertaking, whether on, before or after the Appointed Date, if any, shall be and stand transferred to and vested in and/or be deemed to have been transferred to and vested in Amalgamated Company as a part of the transfer of Amalgamating Undertaking so as to become the permissions, approvals, consents, subsidies, incentives, privileges, income tax benefits and exemptions, accumulated tax losses, unabsorbed depreciation, indirect tax benefits and exemptions, all other rights, benefits and liabilities related thereto, licenses, powers and facilities of every kind, nature and description whatsoever, provisions and benefits of all agreements, contracts and arrangements, and other interests, of Amalgamated Company and shall remain valid, effective and enforceable on the same terms and conditions. It is further clarified that they shall be deemed to have originally been given by, issued to or executed in favour of Amalgamated Company, and Amalgamated Company shall be bound by the terms thereof and the obligations and duties thereunder, and the rights and benefits under the same shall be available to Amalgamated Company.

(h) All contracts, deeds, bonds, agreements, schemes, arrangements and other instruments, permits, rights, entitlements, licenses (including the licenses granted by any Governmental Authority) for the purpose of carrying on the business of Amalgamating Undertaking, and in relation thereto, and those relating to tenancies, privileges, powers, facilities of every kind and description of whatsoever nature in relation to Amalgamating Undertaking, or to the benefit of which, Amalgamating Undertaking may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect on, against or in favour of Amalgamated Company and may be enforced as fully and effectually as if, instead of Amalgamating Undertaking, Amalgamated Company had been a party or beneficiary or obligor thereto. In relation to the same, any procedural requirements required to be fulfilled solely by Amalgamating Company (and not by any of its successors), shall be fulfilled by Amalgamated Company as if it is the duly constituted attorney of Amalgamating Company.

Any inter-se contracts between Amalgamated Company and Amalgamating Undertaking from Appointed Date till Effective Date shall stand cancelled and cease to operate and be of no effect upon this Scheme becoming effective.

All guarantees provided by any bank in relation to Amalgamating Undertaking outstanding as on the Effective Date, shall vest in Amalgamated Company and shall enure to the benefit of Amalgamated Company and all guarantees issued by the bankers of Amalgamating Company at their request favoring any third party shall be deemed to have been issued at the request of Amalgamated Company and continue in favour of such third party till its maturity or earlier termination.

(i) Without prejudice to the generality of the foregoing, all leave and license agreements/deeds, lease agreements/deeds, bank guarantees, performance guarantees and letters of credit, hire purchase agreements, lending agreements and such other agreements, deeds, documents and arrangements pertaining to the Amalgamating Undertaking or to the benefit of which Amalgamating Undertaking may be eligible and which are subsisting or having effect immediately before the Effective Date, including all rights and benefits (including benefits of any deposit, advances, receivables or claims) arising or accruing therefrom, shall pursuant to section 394(2) of the 1956 Act, be deemed to be contracts, deeds, documents, bonds, agreements, schemes, arrangements and other instruments, permits, rights, benefits, entitlements, licenses, leases, guarantees, letters of credit, of Amalgamated Company. All such property and rights shall stand vested in Amalgamated Company and shall be deemed to have become the property and rights of Amalgamated Company whether the same is implemented by endorsement or delivery and possession or recordal or in any other manner.

(j) All the intellectual property and rights thereto of any nature whatsoever, including but not limited to intangible assets, including registrations, licenses, trademarks, logos, service marks, copyrights, domain names, trade names, and applications relating thereto, goodwill, know-how and trade secrets pertaining to Amalgamating Undertaking whether or not provided in its books of accounts shall be and stand transferred to and vested in Amalgamated Company as a part of the transfer of the Amalgamating Undertaking so as to become, , the intellectual property and rights of Amalgamated Company.

(k) All intangible assets including goodwill and various business or commercial rights, belonging to but not recorded in books of Amalgamating Undertaking shall be transferred to and stand vested in Amalgamated Company and shall be recorded at the values arrived at by an independent valuer. The consideration agreed under the Scheme shall be deemed to include payment towards these intangible assets and goodwill at their respective fair values. Such intangible assets and goodwill shall, for all purposes, be regarded as intangible assets in terms of Explanation 3(b) to section 32(1) of Income Tax Act and shall be eligible for depreciation thereunder at the prescribed rates.

(l) All taxes (including but not limited to advance tax, self- assessment tax, tax deducted at source, minimum alternate tax credits, banking cash transaction tax, securities transaction tax, input tax credit, CENVAT credit, entry tax, taxes withheld/paid in a foreign country, value added tax, sales tax, service tax or goods and service tax, as applicable, excise duty, cess, wealth tax, fringe benefit tax and tax collected at source) payable by or refundable to or being the entitlement of Amalgamating Undertaking including all or any refunds or claims shall be treated as the tax liability or refunds/credits/claims, as the case may be, of Amalgamated Company and any tax incentives, advantages, privileges, exemptions, rebates, credits, tax holidays,

remissions, reductions and/or any other benefit, as would have been available to Amalgamating Company in relation to Amalgamating Undertaking shall be available to Amalgamated Company.

(m) Amalgamated Company shall be entitled to claim refunds or credits, including input tax credits, with respect to taxes paid by, for, or on behalf of, Amalgamating Undertaking under Applicable Laws, including but not limited to sales tax, value added tax, service tax, excise duty, cess or any other tax, whether or not arising due to any inter se transaction, even if the prescribed time limits for claiming such refunds or credits have lapsed. Any inter-se transactions in relation to Amalgamating Undertaking and Amalgamated Company between the Appointed Date and Effective Date shall be considered as transactions from Amalgamated Company to self, and Amalgamated Company shall be entitled to claim refund of tax paid, if any on these inter-se transactions, as per the Applicable Laws. For the avoidance of doubt, input tax credits already availed of or utilised by Amalgamating Undertaking and Amalgamated Company in respect of inter se transactions between the Appointed Date and the Effective date shall not be adversely impacted by the cancellation of inter se transactions pursuant to Part IV of the Scheme.

(n) All statutory rights and obligations of Amalgamating Undertaking would vest in/accrue to Amalgamated Company. Hence, obligation of Amalgamating Company, prior to the Effective Date, to issue or receive any statutory declaration or any other forms by whatever name called, under the State VAT Acts or the Central Sales Tax Act or any other act for the time being in force, would be deemed to have been fulfilled if they are issued or received by Amalgamated Company and if any form relatable to the period prior to the said Effective Date is received in the name of the erstwhile company constituting the Amalgamating Undertaking, it would be deemed to have been received by Amalgamated Company in fulfillment of its obligations.

(o) Benefits of any and all corporate approvals as may have already been taken by Amalgamating Undertaking, whether being in the nature of compliances or otherwise, shall be and stand transferred and vested in Amalgamated Company as a part of the transfer of the Amalgamating Undertaking and the said corporate approvals and compliances shall be deemed to have originally been taken / complied with by Amalgamated Company.

(p) Such of the assets comprised in the Amalgamating Undertaking and which are acquired by Amalgamating Company on or after the Appointed Date but prior to the Effective Date, shall be and stand transferred to and vested in and/or be deemed to have been transferred to and vested in Amalgamated Company as a part of the transfer of the Amalgamating Undertaking so as to become the assets of Amalgamated Company.

9.2. **Liabilities**

(a) All the liabilities, whether or not provided in the books of Amalgamating Undertaking shall be and stand transferred to and vested in and/or be deemed to have been transferred to and vested in Amalgamated Company as a part of the transfer of the Amalgamating Undertaking and the same shall be assumed by Amalgamated Company, to the extent they are outstanding on the Effective Date and shall become the liabilities of Amalgamated Company on the same terms and

conditions as were applicable to Amalgamating Company, and Amalgamated Company alone shall meet, discharge and satisfy the same.

(b) All liabilities of Amalgamating Undertaking, including those which are incurred or which arise or accrue to Amalgamating Undertaking on or after the Appointed Date but prior to the Effective Date, shall be and stand transferred to and vested in and/or be deemed to have been transferred to and vested in Amalgamated Company as a part of the transfer of the Amalgamating Undertaking and the same shall be assumed by Amalgamated Company and to the extent they are outstanding on the Effective Date on the same terms and conditions as were applicable to Amalgamating Undertaking and Amalgamated Company alone shall meet, discharge and satisfy the same.

(c) Any liabilities of Amalgamating Undertaking as on the Appointed Date that are discharged by Amalgamating Company on or after the Appointed Date but prior to the Effective Date, shall be deemed to have been discharged for and on account of Amalgamated Company.

(d) All loans raised and utilised, liabilities, duties and taxes and obligations incurred or undertaken by or on behalf of Amalgamating Undertaking on or after the Appointed Date but prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of Amalgamated Company and shall be and stand transferred to and vested in and/or be deemed to have been transferred to and vested in Amalgamated Company as a part of transfer of Amalgamating Undertaking and the same shall be assumed by Amalgamated Company and to the extent they are outstanding on the Effective Date, Amalgamated Company shall meet, discharge and satisfy the same.

(e) All inter-se liabilities, between Amalgamating Undertaking and Amalgamated Company, if any, due or outstanding or which may at any time immediately prior to the Effective Date become due or remain outstanding, shall stand cancelled and be deemed to have been discharged by such cancellation and consequently, there shall remain no inter-se liability between them as of Effective Date and corresponding effect shall be given in the books of account and records of Amalgamated Company.

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, duties and obligations have arisen in order to give effect to the provisions of this clause.

9.3. **Encumbrances**

(a) All Encumbrances existing prior to the Effective Date over the assets of Amalgamating Undertaking, if any, which secure or relate to the liabilities, shall, continue to relate and attach to such assets or any part thereof to which they were related or attached prior to the Effective Date and are transferred to Amalgamated Company. It being clarified that the aforesaid Encumbrances shall not be extended to any assets of Amalgamating Undertaking which were earlier not Encumbered or the existing assets of Amalgamated Company. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.

(b) Any reference in any security documents or arrangements to which Amalgamating Company is a party and which pertain to Amalgamating Company or the Amalgamating Undertaking, and its assets and properties, shall be construed as a reference to Amalgamated Company and the assets and properties of Amalgamating Company or the Amalgamating Undertaking, transferred to Amalgamated Company pursuant to Part IV of the Scheme.

(c) Without prejudice to the foregoing provisions, Amalgamated Company may execute any instruments or documents or do all such acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies to give formal effect to the above provisions, if required.

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

9.4. **Employees**

(a) All employees in employment of Amalgamating Company as on Effective Date shall become employees of Amalgamated Company, on same terms and conditions which, as a result, shall be no less favourable than those on which they are currently engaged by Amalgamating Company without any interruption of service as a result of Amalgamation and transfer of employment. With regard to provident fund, gratuity fund, superannuation fund, leave encashment and any other special scheme or benefits created or existing for the benefit of such transferred employees of Amalgamating Company Amalgamated Company shall stand substituted for Amalgamating Company, with whom they were earlier employed for all purposes whatsoever, including with regard to the obligation to make contributions to relevant authorities, such as the Regional Provident Fund Commissioner or to such other funds maintained by Amalgamating Company, in accordance with the provisions of Applicable Laws or otherwise. Further, the employees of Amalgamating Company entitled to the benefit of superannuation and gratuity fund from Amalgamating Company shall continue to be entitled to the same from Amalgamated Company. It is hereby clarified that the aforesaid benefits or schemes shall continue to be provided or operated by Amalgamated Company in place of Amalgamating Company in relation to all such transferred employees and the services of all such transferred employees for such purpose shall be treated as having been continuous.

(b) The services of all employees of Amalgamating Company, shall be taken into account by the Amalgamated Company for the purposes of all benefits to which such employees may be eligible, including in relation to the level of remuneration and contractual and statutory benefits, incentive plans, terminal benefits, gratuity plans, provident plans and other retirement benefits and accordingly, shall be reckoned from the date of their respective appointment in Amalgamating Company. Amalgamated Company undertakes to pay the same, as and when payable under Applicable Laws.

(c) The existing provident fund, employee state insurance contribution, gratuity fund,

superannuation fund, annuity, deposit linked insurance fund, pension, staff welfare scheme and any other special scheme (including without limitation any employees stock option plan) or benefits created by Amalgamating Company for employees of Amalgamating Undertaking shall be continued on the same terms and conditions or be transferred to the existing provident fund, employee state insurance contribution, gratuity fund, superannuation fund, annuity, deposit linked insurance fund, pension, staff welfare scheme, being maintained by Amalgamated Company or as may be created by Amalgamated Company for such purpose. Pending such transfer, the contributions required to be made in respect of such transferred employees of Amalgamating Undertaking shall continue to be made by Amalgamated Company to the existing funds maintained by Amalgamating Company. It is the intent that all the rights, duties, powers and obligations of Amalgamating Company in relation to such fund or funds shall become those of Amalgamated Company without need of any fresh approval from any statutory authority.

(d) Amalgamating Company will transfer/handover to Amalgamated Company, copies of employment information of all such transferred employees of Amalgamating Undertaking, including but not limited to, personnel files (including hiring documents, existing employment contracts, and documents reflecting changes in an employee's position, compensation, or benefits), payroll records, medical documents (including documents relating to past or ongoing leaves of absence, on the job injuries or illness, or fitness for work examinations), disciplinary records, supervisory files and all forms, notifications, orders and contribution/identity cards issued by the concerned authorities relating to benefits transferred pursuant to this sub-clause.

(e) The contributions made by Amalgamating Company in respect of its employees under Applicable Law, to the provident fund, gratuity fund, leave encashment fund and any other special scheme or benefits created, for the period after the Appointed Date shall be deemed to be contributions made by Amalgamated Company.

(f) Amalgamated Company shall continue to abide by any agreement(s)/ settlement(s) entered into by Amalgamating Company with employees of Amalgamating Undertaking which are subsisting or having effect immediately prior to Appointed Date and from Appointed Date till the Effective Date.

9.5. **Employee Stock Benefits**

(a) Upon the Scheme becoming effective, in lieu of every 1 (one) stock option held by the Eligible Employees under the DBL ESOP Scheme 2011 (whether vested or unvested) the Amalgamated Company shall grant 2 (Two) new stock options ("**New Options**") under a new employee stock option scheme framed by the Amalgamated Company ("**Amalgamated Company Stock Option Scheme**") to the Eligible Employees and the existing stock options held by them under the DBL ESOP Scheme 2011 shall stand cancelled. The New Options shall entitle the Eligible Employees to purchase 1 (One) equity share of the Amalgamated Company for each New Option. The terms and conditions of the New Options so granted shall not be less favorable than those provided under the DBL ESOP Scheme 2011.

(b) The exercise price payable for the New Options to the Eligible Employees shall be such as may be determined by the committee constituted by the Amalgamated

Company to deal with matters pertaining to employee stock options schemes.

(c) Subject to Applicable Laws, the entitlement of the Eligible Employees to the New Options and the adjustments to be made in the exercise price of New Options shall be appropriately reflected in the accounts of the Amalgamated Company.

(d) The aforesaid grant of New Options to the Eligible Employees shall be effected as an integral part of the Scheme and the consent of the shareholders of the Amalgamating Company and Amalgamated Company to the Scheme shall be deemed to be their consent in relation to all matters pertaining to the DBL ESOP Scheme 2011 and the Amalgamated Company Stock Option Scheme including without limitation for the purposes of framing the Amalgamated Company Stock Option Scheme, modifying the DBL ESOP Scheme 2011 (including, inert alia, increasing the maximum number of equity shares that can be issued consequent to the exercise of the stock options granted under the DBL ESOP Scheme 2011 and/or modifying the exercise price of the stock option under the DBL ESOP Scheme 2011), and all related matters. No further approval of the shareholders of the Amalgamating Company or the Amalgamated Company or resolution, action or compliance would be required in this connection under any of the applicable provisions of the 2013 Act and/or under the SEBI (Share Based Employee Benefits) Regulations, 2014 and any other Applicable Laws.

(e) In relation to the New Options granted by the Amalgamated Company to the Eligible Employees under the Amalgamated Company Stock Option Scheme, the period during which the options granted by the Amalgamating Company under DBL ESOP Scheme 2011 were held by or deemed to have been held by the Eligible Employees shall be taken into account for determining the minimum vesting period required under the Applicable Law, the DBL ESOP Scheme 2011 and the Amalgamated Company Stock Option Scheme.

(f) The Board of Directors of the Amalgamating Company and the Amalgamated Company, shall take such actions and execute such further documents as may be necessary or desirable for the purpose of giving effect to the provisions of this clause of the Scheme.

9.6. **Legal Proceedings**

(a) All proceedings of whatsoever nature (legal and others, including any suits, appeals, arbitrations, execution proceedings, revisions, writ petitions, if any) by or against Amalgamating Company shall not abate, be discontinued or be in any way prejudicially affected by reason of transfer and vesting of the Amalgamating Undertaking or anything contained in this Scheme but the said proceedings, shall, till the Effective Date be continued, prosecuted and enforced by or against Amalgamating Company, as if this Scheme had not been made.

(b) All suits, actions, and other proceedings including legal and taxation proceedings, (including before any statutory or quasi-judicial authority or tribunal), by or against Amalgamating Company, whether pending and/or arising on or before the Effective Date shall be continued and / or enforced by or against Amalgamated Company as effectually and in the same manner and to the same extent as if the same had been instituted and/or pending and/or arising by or against Amalgamated Company.

(c) All suits, claims, actions and legal proceedings initiated by or against Amalgamating Company, pertaining to Amalgamating Undertaking shall stand transferred to Amalgamated Company and the same shall be continued, prosecuted and enforced by or against Amalgamated Company upon the coming into effect of this Scheme.

9.7. **Books and Records**

All books, records, files, papers, information, databases, and all other books and records, whether in physical or electronic form, pertaining to Amalgamating Company, to the extent possible and permitted under Applicable Law, be handed over to Amalgamated Company.

9.8. Amalgamating Company and/or Amalgamated Company, as the case may be, shall, at any time after the Court Sanction Order, if so required under any law or otherwise, do all such acts or things as may be necessary for transfer/vesting of the approvals, sanctions, consents, exemptions, rebates, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses and certificates held or enjoyed by Amalgamating Company including by their respective business and operations, into Amalgamated Company. It is hereby clarified that if the consent/approval of any Governmental Authority or third party is required to give effect to any such transfers/vesting, the said Governmental Authority or third party shall, pursuant to the Court Sanction Order, be obliged to give requisite consent/approval and if required, make/endorse/ duly record the transfer/ substitution/ vesting thereof in its records in the name of Amalgamated Company. For this purpose, Amalgamated Company shall, if required, file appropriate applications/documents with relevant Governmental Authorities for information and record purposes and for this purpose the Amalgamated Company shall be deemed to be authorized to execute any such applications/documents for and on behalf of Amalgamating Company and to carry out or perform all such acts, formalities or compliances referred to above as may be required in this regard.

10. **Inter-party transactions**

Without prejudice to the provisions of clause 9 above all inter-party transactions between Amalgamating Company and Amalgamated Company pertaining to Amalgamating Undertaking from the Appointed Date to Effective Date shall be considered as transactions from Amalgamated Company to self for all practical purposes.

11. Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of Amalgamating Undertaking occurs by virtue of this Scheme itself, Amalgamated Company may, at any time after the Scheme becoming effective, 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), documents, confirmations or other writings or enter into any arrangements with any party to any contract or arrangement to which Amalgamating Company is a party in respect of any matter pertaining to Amalgamating Undertaking or any writings as may be necessary in order to give formal effect to the provisions of Part IV of this Scheme. It is hereby clarified that if the consent of any third party or authority is required to give effect to the provisions of this clause, the said third party or authority shall be obligated to, and shall make and duly record the necessary substitution/endorsement in the name of Amalgamated Company pursuant to the Court Sanction Order, and upon the Scheme becoming effective in accordance with the terms hereof. For this purpose, Amalgamated Company shall, as required, file appropriate

applications/documents with relevant authorities concerned for information and record purposes. Amalgamated Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of Amalgamating Company and to carry out or perform all such formalities or compliances referred to above on the part of Amalgamating Company to be carried out or performed.

Conduct of Business

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

(a) Amalgamating Company shall carry on and be deemed to have carried on all business and activities of Amalgamating Undertaking and shall hold and stand possessed of and shall be deemed to hold and stand possessed of the entire Amalgamating Undertaking for and on account of, and in trust for, Amalgamated Company;

(b) All obligations, liabilities, duties and commitments attached, related or pertaining to Amalgamating Undertaking shall be undertaken and shall be deemed to have been undertaken by Amalgamating Company for and on account of and in trust for Amalgamated Company.

(c) All profits and income accruing or arising to Amalgamating Company and losses and expenditure arising or incurred by Amalgamating Company for the period commencing from the Appointed Date shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure, as the case may be, of Amalgamated Company;

(d) Any of the rights, powers, authorities or privileges exercised by Amalgamating Company in relation to Amalgamating Undertaking, shall be deemed to have been exercised by Amalgamating Company for and on behalf of, and in trust for and as an agent of Amalgamated Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by Amalgamating Company in relation to Amalgamating Undertaking, shall be deemed to have been undertaken for and on behalf of and as an agent of Amalgamated Company;

(e) All taxes, where applicable, (including but not limited to advance income tax, tax deducted at source, minimum alternate tax, wealth tax, fringe benefit tax, banking cash transaction tax, tax collected at source, taxes withheld/paid in a foreign country, sales tax, value added tax, excise duty, customs duty, service tax or goods and service tax, as applicable, cess, tax refunds) payable by or refundable to Amalgamating Company or which pertain to Amalgamating Undertaking including all or any tax refunds or tax liabilities or tax claims arising from pending tax proceedings, under Applicable Law, on or before the Effective Date, shall be treated as or deemed to be treated as the tax liability or tax refunds/ tax claims (whether or not recorded in the books of Amalgamating Company) as the case may be, of Amalgamated Company, and any unabsorbed tax losses and depreciation, which pertains to Amalgamating Undertaking as would have been available to Amalgamating Company on or before the Effective Date, shall be available to Amalgamated Company upon the Scheme becoming effective ; and

(f) Amalgamating Company shall not without the concurrence of Amalgamated

Company alienate, charge or otherwise deal with any of its assets or that forming part of Amalgamating Undertaking, except in the ordinary course of its business.

13. For the sake of clarity, it is hereby reiterated that:

13.1. In terms of Scheme 1, with effect from the appointed date for Scheme 1 and up to Effective Date 3 for Scheme 1, all acts, business activities, obligations, duties and compliances done/made by OCL shall be deemed to be on account of and on behalf of ODCL.

13.2. In terms of Scheme 1, with effect from the appointed date for Scheme 1 and up to Effective Date 2 for Scheme 1, all acts, business activities, obligations, duties and compliances done/made by DCEL, SRSHL and DBCHL shall be deemed to be on account of and on behalf of ODCL.

Additionally, by way of abundant caution, DCEL, SRSHL, DBCHL and OCL, though not a party to the Scheme but being indirectly an interested party to the Scheme, shall also seek consents/approvals to the Scheme from their respective shareholders and creditors.

14. Subject to the terms of the Scheme, the transfer and vesting of the Amalgamating Undertaking as per the provisions of the Scheme shall not affect any transactions or proceedings already concluded by Amalgamating Company on or with effect from the Appointed Date till the Effective Date.

Consideration for Amalgamation of Amalgamating Company with Amalgamated Company

15. Upon the Scheme becoming effective, the Board of Directors of Amalgamated Company shall fix a record date, for determining the entitlement of the shareholders of Amalgamating Company to the number of fully paid-up equity shares, to be issued by Amalgamated Company in accordance with clause 16 of this Scheme ("**Record Date**"). Amalgamating Company shall provide to Amalgamated Company, a list containing particulars of equity shareholders of the Amalgamating Company as on the Record Date, along with their respective entitlement to the fully paid-up equity shares of Amalgamated Company that would be required to be issued and allotted by Amalgamated Company to the shareholders of Amalgamating Company, in terms of clause 16 of this Scheme.

16. Upon the Scheme becoming effective and in consideration of the Amalgamation and transfer and vesting of the Amalgamating Undertaking with Amalgamated Company, in terms of this Scheme, Amalgamated Company shall, without any further application or deed, issue and allot to the shareholders of Amalgamating Company (whose name appears in the register of members as on the Record Date and who are entitled to be issued shares by Amalgamated Company), in the ratio of 2:1 ("**Share Exchange Ratio**"), meaning thereby that upon this Scheme becoming effective, for 1 (One) equity share of face value of Rs. 2/- (Rupees Two only) each fully paid held by such shareholder in Amalgamating Company as on the Record Date, such shareholder shall receive 2 (Two) equity shares of Amalgamated Company of face value of Rs. 2/- (Rupees Two only) each fully paid up at applicable premium.

17. The Share Exchange Ratio has been arrived at on the basis of valuation report of M/s Sharp & Tannan, an independent chartered accountant. Axis Capital Ltd. and SPA Capital Advisors Ltd., independent merchant bankers have provided fairness report on the fairness of the Share Exchange Ratio determined for the vesting of the Amalgamating Undertaking into

Amalgamated Company to DBL and ODCL/OCL respectively. Based on the recommendations of the audit committees of Amalgamating Company and that of OCL, the valuation report and fairness report as aforesaid have been duly approved by the Board of Directors of both, Amalgamating Company and Amalgamated Company.

18. The equity shares to be issued and allotted by Amalgamated Company in terms of Clause 16 above shall be subject to the provisions of the memorandum and articles of association of Amalgamated Company and shall rank *paripassu* in all respects with the existing equity shares of Amalgamated Company.

19. The new equity shares issued pursuant to Clause 16 above shall be issued in the dematerialized form by Amalgamated Company unless otherwise notified in writing by the shareholders of Amalgamating Company to Amalgamated Company on or before such date as may be determined by the Board of Directors of Amalgamated Company or a committee thereof. In the event, such notice has not been received by Amalgamated Company in respect of any of the members of Amalgamating Company, the new equity shares shall be issued to such shareholders in dematerialized form subject to the members of Amalgamating Company having or opening an account with a depository participant and providing details thereof and such other confirmations as may be required by Amalgamated Company. Only upon receipt of details of account with a depository participant and other required confirmations, from such shareholders of Amalgamating Company, Amalgamated Company shall issue and directly credit the dematerialized securities to the account of such members of Amalgamating Company with the depository participant. In the event that Amalgamated Company has received the notice from any of the shareholders of Amalgamating Company that the new equity shares are to be issued in certificate form or if any shareholder has not provided the requisite details regarding the account with a depositary participant or other confirmations as may be required, then Amalgamated Company shall issue the new equity shares in certificate form to such members of Amalgamating Company.

20. The equity shares to be issued pursuant to this Scheme by Amalgamated Company in respect of the equity shares of Amalgamating Company which are required to be held in abeyance under the provisions of section 126 of the 2013 Act and/or applicable provisions of 1956 Act or otherwise shall, pending allotment or settlement of dispute by order of court or otherwise, be held in abeyance by Amalgamated Company.

21. In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of Amalgamating Company, the Board of Directors or any committee thereof, of Amalgamating Company at the sole discretion shall be empowered in appropriate cases, prior to or even subsequent to the Effective Date, as the case may be, to effectuate such a transfer in Amalgamating Company as if such changes in registered holder were operative as on the Effective Date in order to remove any difficulties in relation to the issue of new shares after the Scheme becomes effective, and the Board of Directors of Amalgamated Company shall be empowered to remove such difficulties as may arise in the course of implementation of the Scheme and registration of new members in Amalgamated Company on account of difficulties faced in the transition period.

22. The equity shares of the Amalgamated Company issued in terms of this Scheme shall be listed and/or admitted to trading on the stock exchange(s) where the shares of the Amalgamated Company are listed and/or admitted to trading, i.e., BSE and NSE. Amalgamated Company shall enter into such arrangement and issue such confirmations

and/or undertakings as may be necessary in accordance with the Applicable Law or regulation for the above purpose.

23. The equity shares in Amalgamated Company allotted pursuant to the Scheme shall remain frozen in the depositories system till listing and trading permission is given by the designated stock exchange.

24. Post the issue of shares pursuant to clause 16 above, there shall be no change in the shareholding pattern or control in Amalgamated Company between the Record Date and the listing which may affect the status of the approval by the stock exchanges.

25. In the event that Amalgamating Company and Amalgamated Company restructure their equity share capital by way of share split / consolidation / issue of bonus shares during the pendency of the Scheme, the Share Exchange Ratio shall be adjusted accordingly to take into account the effect of any such corporate actions.

26. The issue and allotment of equity shares by Amalgamated Company to the equity shareholders of Amalgamating Company as provided in this Scheme is an integral part thereof, and shall be deemed to have been carried out pursuant to the provisions of the Scheme as if the procedure laid down under section 62(1)(c) of the 2013 Act and any other applicable provisions of the 1956 Act or 2013 Act were duly complied with and will not require any further act or deed by Amalgamated Company.

Accounting Treatment in the books of Amalgamated Company

27. On the Scheme becoming effective, Amalgamated Company shall account for the Amalgamation in its books as under:

a) Amalgamated Company shall account for the Amalgamation of Amalgamating Undertaking (i.e. Amalgamating Company), in its books of account with effect from the Appointed Date.

b) The Amalgamation of Amalgamating Undertaking (i.e. Amalgamating Company) shall be accounted for in accordance with "Purchase Method" of accounting as per the Accounting Standard 14 "Accounting for Amalgamation" as prescribed in Companies (Accounting Standards) Rules, 2006 issued by the Ministry of Corporate Affairs, as may be amended from time to time read with General Circular 15/2013 dated 13 September 2013 of the Ministry of Corporate Affairs in respect of section 133 of the 2013 Act.

c) All the assets and liabilities of Amalgamating Undertaking (i.e. Amalgamating Company) shall be recorded in the books of account of Amalgamated Company at their respective book values and in the same form except to ensure uniformity of accounting policies.

d) Amalgamated Company shall record issuance of equity shares at fair value and accordingly credit to its Share Capital Account the aggregate face value of the equity shares issued on Amalgamation. The excess, if any, of the fair value of the equity shares over the face value of the shares issued shall be credited to Securities Premium Reserve.

e) To the extent that there are inter-company loans, advances, investments, deposits or other obligations as between Amalgamating Company and Amalgamated Company, the obligation in respect thereof will come to an end and corresponding effect shall be given

in the books of account and records of Amalgamating Company as well as Amalgamated Company for the reduction of any such assets or liabilities as the case may be and there would be no accrual of interest or any other charges in respect of such inter-company loans, advances, deposits or balances, with effect from the Appointed Date.

f) Excess, if any, of the consideration, viz., fair value of equity shares issued over the book values of net assets of Amalgamating Undertaking (i.e. Amalgamating Company), taken over and recorded and after making adjustment for sub-clause (e) above will be recognized as goodwill in accordance with Accounting Standard- 14. In the event the result is negative, it shall be credited as capital reserve in the books of account of the Amalgamated Company. Goodwill recorded under this clause comprise of Goodwill having underlying Intangible Assets and Residual Goodwill.

g) Amalgamated Company shall record in its books of account, all transactions of Amalgamating Undertaking (i.e. Amalgamating Company) in respect of assets, liabilities, income and expenses, from Appointed Date to the Effective Date.

h) Entire costs and expenses (including stamp duty) incurred in connection with Part IV of the Scheme and to put it into operation and any other expenses or charges attributable to the implementation of Part IV of the Scheme shall be charged to Profit and Loss Account of Amalgamated Company.

i) The Board of Directors may adopt any other accounting treatment for the Amalgamation which is in accordance with Accounting Standards notified under the 1956 Act read with General Circular 15/2013 dated 13 September 2013 of the Ministry of Corporate Affairs in respect of section 133 of 2013 Act.

Reorganisation and Combination of the Authorised Share Capital

28. Upon the Scheme becoming effective, each Equity Share of face value of Rs. 10/- (Rupees Ten only) each in the authorised equity share capital of the Amalgamated Company shall stand converted into 5 (Five) Equity Shares of face value of Rs. 2/- (Rupees Two only) each by simply filing the requisite forms and no separate procedure shall be required to be followed or no separate fees required to be paid under the applicable provisions of the 1956 Act and the 2013 Act. The authorised share capital of Amalgamated Company shall consequently comprise of 1,49,55,00,000 (One Hundred Forty Nine Crores Fifty Five Lacs) Equity Shares of face value of Rs. 2/- (Rupees Two only) each, 1,00,000 (One Lakh) Preference Shares of face value of Rs. 100/-(Rupees One hundred only) each and 5,00,00,000 (Five Crore) preference shares of face value of Rs. 10/-(Rupees Ten only) each.

29. Further, upon the Scheme becoming effective, the authorised share capital of Amalgamating Company will get merged with the authorised share capital of Amalgamated Company without any further act, instrument or deed or without payment of any additional fees and duties as the said fees and duties have already been paid. The authorised share capital of Amalgamated Company will accordingly be increased to give effect to such merger of the authorized share capital.

30. Consequently, the memorandum of association of Amalgamated Company shall, without any act, instrument or deed, be and stand altered, modified and amended, pursuant to sections 13 and 61 of the 2013 Act and section 394 of the 1956 Act and other applicable provisions of the 1956 Act and 2013 Act, as set out below:

(a) The authorised equity share capital of Amalgamated Company shall be increased by Rs. 20,00,00,000/- (Rupees Twenty Crores only) divided into 10,00,00,000 (Ten Crores) equity shares of face value of Rs. 2/- (Rupees two) each

(b) Clause V of the memorandum of association of Amalgamated Company shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to sections 13 and 61 of the 2013 Act and section 394 of the 1956 Act and other applicable provisions of the 1956 Act and the 2013 Act as the case may be and be replaced by the following clause:

"The Authorised Share Capital of the Company is Rs. 3,70,10,00,000/- (Rupees Three Hundred Seventy Crores and Ten Lacs only) divided into 1,59,55,00,000 (One Hundred Fifty Nine Crores Fifty Five Lacs) Equity Shares of Rs. 2/- (Rupees Two only) each, 1,00,000 (One Lac) Preference Shares of Rs. 100/- (Rupees One hundred only) each and 5,00,00,000 (Five Crore) preference shares of Rs. 10 (Rupees Ten only) each with power of the Board of Directors of the Company to increase or reduce such capital, from time to time, in accordance with the Act, Company regulations and the legislative provisions for the time being in force in this behalf and with the power to sub-divide the shares in the capital for the time being. If whenever the capital of the Company is divided into shares of different classes, the rights of any class may be varied, modified, effected, extended, abrogated or surrendered as provided in the Articles of Association of the Company and the legislative provisions for the time being in force."

31. It is clarified that upon approval of the Scheme by the High Court, Amalgamated Company shall not be required to seek separate consent/ approval of its shareholders for the aforesaid alteration of the memorandum of association of Amalgamated Company as required under section 13 and 61 of the 2013 Act and other applicable provisions of the 2013 Act and the 1956 Act.

32. **Reduction of share capital of ODCL and securities premium account of DCBL**

(a) Upon the Scheme becoming effective, and after giving effect to Part III of the Scheme, pursuant to the Court Sanction Order (i) the issued, subscribed and paid up equity share capital of ODCL shall stand reduced and be deemed to have been reduced from Rs. 11,38,00,440/- (Rupees Eleven Crores Thirty Eight Lacs Four Hundred and Forty only) comprising of 5,69,00,220 (Five Crore Sixty Nine Lacs Two Hundred and Twenty) equity shares of face value of Rs. 2/- (Rupees Two only) each fully paid up, by cancellation and extinguishment of its 4,24,79,273 (Four Crores Twenty Four Lacs Seventy Nine Thousand Two Hundred Seventy Three) fully paid-up equity shares of face value of Rs. 2/- (Rupees Two Only) each held by DCBL to Rs. 2,88,41,894/- (Rupees Two Crores Eighty Eight Lacs Forty One Thousand Eight Hundred and Ninety Four only) comprising of 1,44,20,947 (One Crore Forty Four Lacs Twenty Thousand Nine Hundred and Forty Seven) equity shares of face value of Rs. 2/- (Rupees Two only) each, without payment of any consideration or any other distribution/payment being made by ODCL to DCBL in lieu thereof and (ii) the issued, subscribed and paid up share capital of ODCL shall be further reduced by Rs. 34,30,00,000/- (Rupees Thirty Four Crores Thirty Lacs Only) by cancellation and extinguishment of 3,43,00,000 (Three Crores forty three lacs) OCRPS of face value of Rs. 10/- (Rupees Ten Only) each, that would be issued by ODCL to DCBL pursuant to

Scheme 1, without payment of any consideration or any other distribution/payment being made by ODCL to DCBL in lieu thereof. The reduction and reorganization of authorized, issued, subscribed and paid-up share capital of ODCL made as aforesaid will facilitate the restructuring as envisaged under the Scheme and as such it is an integral and inalienable part of the Scheme.

(b) Upon the Scheme becoming effective, pursuant to the Court Sanction Order, an amount equivalent to the amount of investments held by DCBL in the form of equity shares and OCRPS of ODCL that shall be cancelled as aforesaid, shall be adjusted by reduction of entire business restructuring reserve and reduction of Rs. 15,32,00,000/- (Rupees Fifteen Crores Thirty Two Lacs only) in the securities premium account of DCBL. As the said reduction shall be in order to facilitate the restructuring as envisaged under the Scheme and as such it is an integral and inalienable part of the Scheme.

(c) The reduction of issued, subscribed and paid-up share capital of ODCL and of securities premium account of DCBL as stated in clause (a) and (b) above respectively being an integral part of the Scheme, shall, in accordance with supporting judicial precedents and subject to High Court rules, procedures, orders and directions in this regard, be taken up through combined proceedings before the Hon'ble High Court. Consequently, for the purposes of sections 101 to 103 of the 1956 Act and section 52 of the 2013 Act and other applicable provisions of the 1956 Act or the corresponding provisions of 2013 Act, as applicable, the Court Sanction Order shall be deemed to be also an order confirming the reduction and reorganization of authorized, issued, subscribed and paid-up share capital of ODCL and of securities premium account of DCBL under section 102 of the 1956 Act read with section 52 of the 2013 Act. Since the said reduction and reorganization of authorized, issued, subscribed and paid-up share capital of ODCL and reduction of securities premium of DCBL neither involves any diminution of liability in respect of unpaid share capital, nor payment of any paid-up share capital to any shareholder, the provisions of section 101 (2) of the 1956 Act and corresponding provisions of the 2013 Act, as applicable, being not attracted in relation to the said reduction and reorganisation of authorized, issued, subscribed and paid-up share capital of ODCL, consequently, ODCL need not be required to add "And Reduced" as the last words in its name.

(d) The reduction of issued, subscribed and paid-up share capital of ODCL shall :

- have no effect on the creditors of ODCL as neither is there any reduction in the amount payable to any of such creditors nor is there any compromise or arrangement contemplated with any such creditors and, nor will there be any reduction in the security which the said creditors may have in ODCL.

- not in any way adversely affect the ordinary operations of ODCL or its ability to honour its commitments or to pay its debts in the ordinary course of its business since the reduction does not involve any financial outlay/outgo on the part of ODCL.

(e) The reduction of issued, subscribed and paid-up share capital of ODCL above and of securities premium account of DCBL as mentioned in clause (a) to (d), shall be given effect after Amalgamation of Amalgamating Undertaking with Amalgamated Company in terms of this Scheme.

(f) Accounting treatment in the books of ODCL and DCBL

- Accounting treatment in the books of ODCL
  ODCL shall, upon the Scheme becoming effective, reduce its (i) issued, subscribed and paid up equity share capital (post giving effect to Part III of the Scheme and Amalgamation in terms of Part of the Scheme) by Rs. 8,49,58,546, (ii) issued, subscribed and paid up optionally convertible redeemable preference share capital by Rs. 34,30,00,000, and the corresponding effect shall be given in the Capital Reserve A/c.

- Accounting treatment in the books of DCBL
  DCBL shall, upon the Scheme becoming effective, credit its (i) investment held in equity shares of ODCL & (ii) investment in OCRPS of ODCL, and corresponding debit effect shall be first given against Business Restructuring Reserve and balance against Securities Premium.

33. **Compliance with Section 2(1B) of The Income Tax Act, 1961**

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

34. **Validity of existing resolutions**

Upon the Scheme becoming effective, the resolutions passed by the respective Board of Directors and/or the shareholders of Amalgamating Company and Amalgamated Company, as are considered necessary by the Board of Directors of Amalgamated Company and which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as the resolutions of Amalgamated Company upto the end of financial year 2017-18, and if any such resolutions have any monetary limits approved under the provisions of the 1956 Act and the 2013 Act, or any other applicable statutory provisions, the said limits as are considered necessary by the Board of Directors of Amalgamated Company shall be added to the limits, if any, under like resolutions passed by the Board of Directors and/or the shareholders of Amalgamated Company and the aggregate of the said two limits shall constitute the revised limit for Amalgamated Company, for the relevant purpose and or under the relevant provisions of the 1956 Act and the 2013 Act.

35. **Dissolution of Amalgamating Company**

On the Scheme becoming effective, with effect from Effective Date, Amalgamating Company shall, without any further act, instrument or deed, stand dissolved without winding up. On and from the Effective Date, the name of Amalgamating Company shall be struck off from the records of the Registrar of Companies and records relating to Amalgamating Company shall be transferred and merged with the records of Amalgamated Company.

PART V – TRANSFER OF TRANSFERRED UNDERTAKING OF TRANSFEROR COMPANY TO TRANSFEREE COMPANY BY WAY OF SLUMP EXCHANGE

Transfer and Vesting of Transferred Undertaking of Transferor Company to Transferee Company by way of Slump Exchange

36. Upon the Scheme becoming effective, pursuant to the Court Sanction Order and pursuant to the provisions of sections 391 to 394 and other applicable provisions of the 1956 Act or the corresponding provisions of 2013 Act, as applicable, with effect from the Appointed Date, the Transferred Undertaking shall stand transferred to and be vested in and/or be deemed to have been transferred to and vested in Transferee Company, as a going concern, by way of Slump Exchange, so as to become, as from the Appointed Date, the undertaking of Transferee Company, without any further act, instrument or deed, subject to existing charges or *lis pendens*, if any, thereon, as per the provisions and in the manner as provided hereinafter in this Part V of the Scheme.

37. Without prejudice to the generality of the foregoing in clause 36 above and to the extent applicable, unless otherwise stated herein, upon this Scheme becoming effective, pursuant to the Court Sanction Order, with effect from the Appointed Date, without any further act, instrument or deed, the entire Transferred Undertaking shall be transferred by Transferor Company to Transferee Company as a going concern and on "as-is-where-is" basis, for a lump sum consideration to be exchanged by way of issuance of equity shares of Transferee Company, as mentioned in clause 43 herein below, without assigning value to individual assets and liabilities, and in the following manner:

37.1. <u>Properties and Assets</u>

a) All properties and assets pertaining to the Transferred Undertaking that are movable in nature or are incorporeal property or are otherwise capable of transfer by physical or constructive delivery or by delivery of possession or by endorsement and delivery or by operation of law, shall stand transferred to and be vested in Transferee Company and shall be deemed to have become and be the property of Transferee Company as an integral part of the Transferred Undertaking that has vested in it, by operation of law. Such vesting pursuant to this clause shall be deemed to have occurred by manual/constructive delivery and/or by delivery of possession and/or by endorsement and delivery, as appropriate in relation to the property/asset and title to the same shall be deemed to have got transferred.

b) All assets pertaining to the Transferred Undertaking that are movable in nature, other than those in sub-clause (a) above, including sundry debtors, receivables, bills, credits, 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 relevant Governmental Authority, customers and other persons, shall by operation of law, become the property of Transferee Company, and the title thereof together with all rights, interests or obligations shall be deemed to have been mutated and recorded as that of Transferee Company. Any document of title pertaining to the assets of the Transferred Undertaking shall also be deemed to have been mutated and recorded as titles of Transferee Company to the same extent and manner as originally held by Transferor Company to the end and intent that all the ownership, right, title and interest so vesting in Transferee Company will be such as if Transferee Company was originally Transferor Company. Transferee Company shall, be entitled to the delivery and possession of all documents of title including all related documents of all such movable assets pertaining

to the Transferred Undertaking.

c) All immovable properties (including properties being more specifically described in Schedule II to the Scheme) of Transferor Company pertaining to the Transferred Undertaking (whether freehold, leasehold or otherwise owned) including land together with the buildings and structures standing thereon or under construction, tenancies in relation to warehouses, office space, guest houses and residential premises including those provided to/occupied by the employees of Transferred Undertaking of Transferor Company, all plant and machineries constructed on or embedded or attached to any such immovable properties, all rights, covenants, continuing rights, title and interest in connection with the said immovable properties and all documents of title, rights and easements in relation thereto, shall, stand transferred to and be vested in and be deemed to have been transferred to and vested in Transferee Company. Transferee Company shall be entitled to exercise and enjoy all rights and privileges attached to such immovable properties and shall be liable to pay the ground rent and taxes and fulfill all obligations and be entitled to all rights in relation to or as applicable to such immovable properties.

d) All contracts, deeds, bonds, agreements, schemes, arrangements and other instruments, permits, rights, entitlements, licenses (including the licenses granted by any Governmental Authority) including the mining leases and the prospecting licenses (including in each case, any applications made therefore) for the purpose of carrying on the business of Transferred Undertaking, and in relation thereto, and those relating to tenancies, privileges, powers, facilities of every kind and description of whatsoever nature in relation to the Transferred Undertaking, or to the benefit of which, Transferred Undertaking may be eligible and which are subsisting or having effect immediately before the Scheme coming into effect, shall by endorsement, delivery or record or pursuant to the Court Sanction Order, by operation of law, stand transferred to and vested in the Transferee Company and shall be deemed to have become and be the contracts, deeds, bonds, agreements, schemes, arrangements and other instruments, permits, rights, entitlements, licenses (including the licenses granted by any Governmental Authority) of Transferee Company as an integral part of the Transferred Undertaking vested in the Transferee Company. They shall continue to remain in full force and be as effective as prior to such vesting, in favor of or against the Transferee Company and Transferee Company shall accordingly have all the legal and enforceable rights and interests therein, which can be enforced and acted upon as fully and effectually as if, it were the Transferor Company, as Transferee Company is its affiliate and shall be deemed to be its successor in interest.

All the rights, duties, obligations, interests flowing from any contracts of the Transferor Company pertaining to or benefiting the Transferred Undertaking, shall be deemed to have been entered into by and/or novated in favour of Transferee Company by operation of law and Transferee Company shall be deemed to be Transferor Company's substituted party or beneficiary or obligor thereto.

Any contracts, deeds, bonds, agreements, schemes, arrangements and other instruments, permits, rights, entitlements, licenses relating to or benefiting both the Transferred Undertaking and the Transferor Company, to the extent that (i) they can be bifurcated/divided between the Transferred Undertaking and the Transferor Company, they shall be deemed to relate to and/or benefit Transferee Company and Transferor Company respectively, severally as appropriate, and (ii) due to any reason, they cannot

be bifurcated/divided between them, in that event they shall be continued as such till their expiry/termination/substitution/renewal, with respective parties being entitled to benefits and being liable and responsible under them as appropriate/mutually agreed.

In relation to any of the aforesaid, if any procedural requirements are required to be fulfilled solely by Transferor Company (and not by any of its successors), the same shall be fulfilled by Transferee Company as if it were the duly constituted attorney of Transferor Company, having been so appointed for the said purpose by virtue of this Scheme.

Any inter-se contracts in relation to the Transferred Undertaking between Transferor Company and Transferee Company subsisting as on the Effective Date, shall stand cancelled and cease to operate and be of no effect.

e) All guarantees provided by any bank in relation to the Transferred Undertaking in favour of Transferor Company outstanding as on the Effective Date, shall stand substituted in favour of and vest in Transferee Company and shall enure to the benefit of Transferee Company and, all guarantees issued by the bankers of Transferor Company in relation to the Transferred Undertaking at the request of Transferor Company favouring any third party shall be deemed to have been issued at the request of Transferee Company and continue to remain in full force on their original terms of issue in favour of such third party till its maturity or earlier termination.

f) All intellectual property including registrations, licenses, trademarks, logos, service marks, copyrights, domain names, trade names, and applications relating thereto, goodwill, know how, trade secrets, pertaining to the Transferred Undertaking, if any, shall stand vested in Transferee Company without any further act, instrument or deed (unless filed only for statistical record with any appropriate authority or Registrar). The other intellectual property rights presently held by Transferor Company, that relate to or benefit at present Transferor Company but other than the Transferred Undertaking, shall be deemed to constitute separate intellectual property rights of Transferor Company and shall not vest in Transferee Company and shall be construed and dealt with accordingly by the relevant authorities.

g) All taxes (including but not limited to advance tax, tax deducted at source, tax collected at source, minimum alternate tax credits, securities transaction tax, input tax credit, CENVAT credit, value added tax, sales tax, entry tax, goods and service tax, as applicable, taxes withheld/paid in a foreign country) payable by or refundable to the Transferred Undertaking, including all or any refunds or claims pertaining to the Transferred Undertaking, shall be treated as the tax liability or refunds/claims, as the case may be, of Transferee Company, and any tax incentives, advantages, privileges, exemptions, rebates, benefits, credits, tax holidays u/s 80-IA of Income Tax Act, remissions, reductions, as would have been available to Transferor Company in relation to Transferred Undertaking, shall be available to Transferee Company.

h) Transferee Company shall be entitled to claim/avail refunds or credits, including input tax credits, with respect to taxes paid by, for, or on behalf of, Transferred Undertaking of the Transferor Company under Applicable Laws, including but not limited to sales tax, value added tax, service tax, excise duty, cess or any other tax, whether or not arising due to any inter se transaction, even if the prescribed time limits for claiming/availing such refunds or credits have lapsed. Any inter-se transactions in relation to Transferred

Undertaking and Transferee Company between the Appointed Date and Effective Date shall be considered as transactions from Transferee Company to self, and Transferee Company shall be entitled to claim refund of tax paid, if any, on these inter-se transactions, as per the Applicable Laws. For the avoidance of doubt, input tax credits already availed of or utilized by Transferor Company and Transferee Company in respect of inter se transactions between the Appointed Date and the Effective Date shall not be adversely impacted by the cancellation of inter se transactions pursuant to Part V of the Scheme.

i) All statutory rights and obligations of Transferred Undertaking would vest in/accrue to Transferee Company. Hence, obligation of Transferor Company with respect to Transferred Undertaking, prior to the Effective Date, to issue or receive any statutory declaration or any other forms by whatever name called, under the State VAT Acts or the Central Sales Tax Act or any other Applicable Law for the time being in force, would be deemed to have been fulfilled if they are issued or received by Transferee Company and if any form relatable to the period prior to the said Effective Date is received in the name of the Transferor Company in relation to the Transferred Undertaking, it would be deemed to have been received by Transferee Company in fulfillment of its obligations.

j) All lease and/or licenses including approvals, consents, sanctions, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, mining leases, licenses (including the licenses granted by any Governmental Authority for the purpose of carrying on its business or in connection therewith), and certificates of every kind and description whatsoever in relation to the Transferred Undertaking, or to the benefit of which the Transferred Undertaking may be eligible/entitled, and which are subsisting or having effect immediately before the Scheme coming into effect, shall by endorsement, delivery or recordal or by operation of law or pursuant to the Court Sanction Order, be deemed to be approvals, consents, sanctions, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses (including the licenses granted by any Governmental Authority for the purpose of carrying on its business or in connection therewith), and certificates of every kind and description of whatsoever nature, of Transferee Company, and shall be in full force and effect in favor of Transferee Company and may be enforced as fully and effectually as if, instead of Transferor Company, Transferee Company had been a party or beneficiary or obligor thereto. Such of the other permits, licenses, consents, sanctions, approvals, authorizations, quotas, rights, entitlements, allotments, concessions, exemptions, rebates, liberties, advantages, no-objection certificates, certifications, easements, tenancies, privileges and similar rights, and any waiver of the foregoing, as are held at present by Transferor Company, but relate to or benefitting at present Transferred Undertaking and Transferor Company (excluding Transferred Undertaking), shall be deemed to constitute separate permits, licenses, consents, sanctions, approvals, authorizations, quotas, rights, entitlements, allotments, concessions, exemptions, rebates, liberties, advantages, no-objection certificates, certifications, easements, tenancies, privileges and similar rights, and any waiver of the foregoing, and the necessary substitution/endorsement shall be made and duly recorded in the name of Transferee Company and Transferor Company, respectively, by the relevant authorities pursuant to the sanction of Part V of the Scheme by the High Court. It is hereby clarified that if the consent of any third party or authority is required to give effect to the provisions of this clause, the said third party or authority shall take on record the Court Sanction Order on its file and make and duly record the necessary substitution or endorsement in the name of Transferee Company as successor in interest, in

accordance with the terms hereof. For this purpose, Transferee Company shall file certified copies of the Court Sanction Order, and if required file appropriate applications, forms or documents with relevant authorities concerned for statistical, information and record purposes only, and there shall be no break in the validity and enforceability of approvals, consents, sanctions, exemptions, rebates, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses (including the licenses granted by any Governmental Authority for the purpose of carrying on its business or in connection therewith), and certificates of every kind and description of whatsoever nature.

k) All intangible assets including goodwill and various business or commercial rights, pertaining to Transferred Undertaking (whether or not recorded in books of Transferor Company) shall be transferred to and vested with Transferee Company and shall be recorded at their respective fair values. The consideration agreed under the Scheme shall be deemed to include payment towards these intangible assets and goodwill at their respective fair values. Such intangible assets and goodwill shall, for all purposes, be regarded as intangible assets in terms of Explanation 3(b) to section 32(1) of Income Tax Act and shall be eligible for depreciation there under at the prescribed rates.

l) All benefits, entitlements, incentives and concessions under incentive schemes and policies, pertaining to the Transferred Undertaking that Transferor Company is entitled to, including under customs, excise, service tax, VAT, sales tax and entry tax and income tax laws, subsidy receivables from Government, direct tax benefit/ exemptions/ deductions, shall, to the extent statutorily available and along with associated obligations, stand transferred to and be available to Transferee Company as if Transferee Company was originally entitled to all such benefits, entitlements, incentives and concessions.

All benefits of any and all corporate approvals as may have already been taken by Transferor Company with respect to the Transferred Undertaking, whether being in the nature of compliances or otherwise, shall stand vested in Transferee Company and the said corporate approvals and compliances shall, be deemed to have been taken/complied with by Transferee Company.

m) All estates, assets, rights, title, interests and authorities accrued to and/or acquired by Transferor Company in relation to the Transferred Undertaking shall be deemed to have been accrued to and/or acquired for and on behalf of Transferee Company and shall, pursuant to the provisions of section 394(2) and other applicable provisions of the 1956 Act and 2013 Act, without any further act, instrument or deed be and shall stand vested in or be deemed to have been vested in Transferee Company to that extent and shall become the estates, assets, right, title, interests and authorities of Transferee Company.

n) Properties and assets acquired by Transferor Company in relation to the Transferred Undertaking on or after the Appointed Date but prior to the Effective Date, shall be deemed to have been acquired on behalf of the Transferee Company and shall also stand transferred to and vested in and/or be deemed to have been transferred to and vested in Transferee Company as a part of transfer of the Transferred Undertaking so as to become the assets of Transferee Company.

37.2. Liabilities

a) All liabilities pertaining to the Transferred Undertaking including debts, liabilities, duties and obligations, whether contingent or otherwise, secured or unsecured, whether provided for or not in the books of account or disclosed or not in the balance sheet of Transferor Company (post Amalgamation), which are subsisting immediately before the Scheme becoming effective, shall stand vested in and be assumed by Transferee Company by operation of law and shall be deemed to have become and be the debts, liabilities, duties and obligations of Transferee Company, and Transferee Company shall undertake to meet, discharge and satisfy the same in terms of their respective terms and conditions, if any.

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, duties and obligations have arisen in order to give effect to the provisions of this clause.

The liabilities, if any, due or which may at any time in the future become due in relation to the Transferred Undertaking, inter-se Transferor Company and Transferee Company, shall stand automatically discharged /cancelled and/or shall be deemed to have been automatically discharged/cancelled and consequently, no liability or obligation of any nature shall subsist in between the two in that respect and corresponding effect shall be given by them in their respective books of account and records.

b) All liabilities of the Transferor Company in relation to the Transferred Undertaking, incurred or which arise or accrue on or after the Appointed Date but prior to the Effective Date, shall be and stand transferred to and vested in and/or be deemed to have been transferred to and vested in Transferee Company as a part of the transfer of the Transferred Undertaking and the same shall be assumed by Transferee Company on the same terms and conditions as were applicable to Transferred Undertaking and Transferee Company alone shall meet, discharge and satisfy the same.

c) Any liabilities of Transferred Undertaking as on the Appointed Date that are discharged by Transferor Company on or after the Appointed Date but prior to the Effective Date, shall be deemed to have been discharged for and on account of Transferee Company.

d) All loans (raised and utilized), liabilities, duties and taxes and obligations of the Transferor Company in relation to the Transferred Undertaking incurred or undertaken on or after the Appointed Date but prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of Transferee Company and shall be and stand transferred to and vested in and/or be deemed to have been transferred to and vested in Transferee Company as a part of transfer of Transferred Undertaking and the same shall be assumed by Transferee Company and Transferee Company shall meet, discharge and satisfy the same.

37.3. Employees

a) All the employees as on Effective Date, pertaining to the Transferred Undertaking, shall become employees of and be engaged by Transferee Company, by operation of law, on same terms and conditions, which shall be no less favorable than those on which they are engaged by Transferor Company, without any interruption of service as a result of transfer and vesting of Transferred Undertaking.

b) All contributions made by Transferor Company on behalf of its employees and all contributions made by the employees including the interests arising thereon, to the funds and standing to the credit of such employees' account with such funds as on Effective Date, shall be transferred to the funds maintained by the Transferee Company along with such of the investments made by such funds which are referable and allocable to the employees of the Transferred Undertaking of Transferor Company and Transferee Company shall stand substituted for Transferor Company with regard to the obligation to make the said contributions.

c) With regard to provident fund, gratuity fund, superannuation fund, leave encashment and any other special scheme or benefits created or existing for the benefit of employees pertaining to the Transferred Undertaking as on the Effective Date, shall be continued on the same terms and conditions by Transferee Company and Transferee Company shall stand substituted for Transferor Company for all purposes and intents, whatsoever, relating to the administration or operations of such schemes or funds or in relation to the obligation to make contributions to the said funds, in accordance with the provisions of Applicable Laws or otherwise. Further, the employees of Transferor Company entitled to the benefit of superannuation and gratuity fund from Transferor Company as on Effective Date, shall continue to be entitled to the same from Transferee Company. It is the intent that all the rights, duties, powers and obligations of Transferor Company in relation to such fund or funds shall become those of Transferee Company without need of any fresh approval from any Governmental Authority. It is hereby clarified that upon the Scheme becoming effective, the aforesaid benefits or schemes shall continue to be provided to such employees by Transferee Company and the services of all such employees of Transferor Company for such purpose shall be treated as having been continuous.

d) Services of all employees of Transferor Company, pertaining to the Transferred Undertaking prior to the transfer, shall be taken into account by the Transferee Company for the purposes of all benefits to which such employees may be eligible, including in relation to the level of remuneration and contractual and statutory benefits, incentive plans, terminal benefits, gratuity plans, provident plans and other retirement benefits and accordingly, such benefits shall be reckoned from the date of their respective appointment in Transferor Company. Transferee Company undertakes to pay the same, as and when payable under Applicable Laws.

e) Transferor Company will transfer/handover to Transferee Company, copies of employment information of all such transferred employees of Transferred Undertaking, including but not limited to, personnel files (including hiring documents, existing employment contracts, and documents reflecting changes in an employee's position, compensation, or benefits), payroll records, medical documents (including documents relating to past or ongoing leaves of absence, on the job injuries or illness, or fitness for work examsinations), disciplinary records, supervisory files and all forms, notifications, orders and contribution/identity cards issued by the concerned authorities relating to benefits transferred pursuant to this sub-clause.

f) The contributions made by Transferor Company under Applicable Law in connection with the employees of the Transferred Undertaking of Transferor Company, to the funds, for the period after the Appointed Date shall be deemed to be contributions made by Transferee Company.

g) Transferee Company shall continue to abide by any agreement(s)/ settlement(s) entered into by Transferor Company with employees of Transferred Undertaking to the extent applicable in relation to the Transferred Undertaking, which are subsisting or having effect immediately prior to Appointed Date and continuing from Appointed Date till the Effective Date.

37.4. Legal Proceedings

Any suits, appeals or other proceedings of whatsoever nature and pending in any court, tribunal or any other forum, relating to the Transferred Undertaking, whether by or against Transferor Company, shall not abate or determine or be discontinued or in any way be prejudicially affected by reason of the transfer and vesting of the Transferred Undertaking into Transferee Company or of any order of or direction passed or issued in such proceedings or anything contained in this Scheme, but such legal proceedings shall continue and any prosecution shall be enforced by or against Transferee Company in the same manner and to the same extent as would or might have been continued, prosecuted and/or enforced by or against Transferor Company, as if Part V of the Scheme had not been implemented.

37.5. Books and Records

All books, records, files, papers, engineering and process information, catalogues, quotations, advertising materials, if any, lists of present and former clients, whether in physical or electronic form, pertaining to the Transferred Undertaking of Transferor Company, to the extent possible and permitted under Applicable Laws, be handed over by them to Transferee Company.

38. **Encumbrances**

(a) Upon the Scheme becoming effective, the secured creditors of Transferor Company that relate to the Transferred Undertaking, if any, and/or other security holders over the properties of the Transferred Undertaking shall be entitled to security only in respect of the properties, assets, rights, benefits and interest of Transferred Undertaking, as existing immediately prior to transfer and vesting of the Transferred Undertaking into Transferee Company and the secured creditors of Transferee Company and/or other security holders over the properties of Transferee Company shall be entitled to security only in respect of the properties, assets, rights, benefits and interest of Transferee Company, as existing immediately prior to the Scheme becoming effective. It is hereby clarified that pursuant to the transfer and vesting of the Transferred Undertaking into Transferee Company, in terms of Part V of the Scheme, the secured creditors of Transferor Company related to the Transferred Undertaking and/or other security holders over the properties of the Transferred Undertaking shall not be entitled to any additional security over the properties, assets, rights, benefits and interest of Transferee Company and vice versa, and hence such assets of Transferor Company related to the Transferred Undertaking and that of Transferee Company, as the case may be, which are not currently encumbered shall remain free and available for creation of any security thereon in future in relation to any current or future indebtedness of Transferee Company.

Notwithstanding anything contained in this clause above, upon Scheme 1 coming into effect, pursuant to amalgamation of OCL with ODCL, in lieu of the shares of OCL standing pledged by DCBL in favour of its secured creditors, which shall get cancelled, DCBL shall substitute and pledge alternate security in their favour, as per the applicable lending documents. Further, upon the Scheme becoming effective, in order that the security held by the aforesaid secured creditors of DCBL are not in any way adversely effected, DCBL shall provide alternate security in terms of the agreements entered into with the secured creditors.

(b) Any reference in any security documents or arrangements to which Transferor Company is a party and which pertain to Transferred Undertaking, and its assets and properties, shall be construed as a reference to Transferee Company and the assets and properties of Transferred Undertaking, transferred to Transferee Company pursuant to Part V of the Scheme.

(c) Without prejudice to the foregoing provisions, Transferee Company may execute any instruments or documents or do all such acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies to give formal effect to the above provisions, if required.

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

39. Transferor Company and/or Transferee Company, as the case may be, shall, at any time after the Scheme becoming effective, in accordance with the provisions hereof, if so required under any law or otherwise, execute appropriate deeds and/or documents of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to which Transferor Company has been a party, including any filings with the regulatory authorities, in order to give formal effect to the above provisions. Transferee Company shall for this purpose, under the provisions hereof, be deemed to have been authorized to execute any such deeds, documents and writings for and on behalf of Transferor Company and to carry out or perform all such formalities or compliances referred to above or otherwise required to be carried out or performed on the part of Transferor Company.

40. Transferor Company and/or Transferee Company, as the case may be, shall, at any time after the Scheme becoming effective in accordance with the provisions hereof, if so required under any law or otherwise, do all such acts or things as may be necessary for transfer/vesting of the approvals, sanctions, consents, exemptions, rebates, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses and certificates which were held or enjoyed by Transferor Company in relation to the Transferred Undertaking including their respective business and operations, into Transferee Company. It is hereby clarified that if the consent of any third party or authority is required to give effect to the provisions of this clause, the said third party or authority shall make and duly record the necessary substitution/ endorsement in the name of Transferee Company pursuant to the Court Sanction Order, and upon the Scheme becoming effective in accordance with the terms hereof. For this purpose, Transferee Company shall, if and as required, file appropriate applications/documents with relevant Governmental Authorities for information and record purposes. Transferee Company shall, under the provisions of Part V of the Scheme, be

deemed to be authorized to execute any such applications/documents for and on behalf of Transferor Company in relation to Transferred Undertaking and to carry out or perform all such acts, formalities or compliances referred to above as may be required in this regard.

41. Any question that may arise as to whether a specified asset or liability pertains or does not pertain to the Transferred Undertaking or whether it arises or does not arise out of the activities, business or operations of the Transferred Undertaking shall be decided by mutual agreement between the respective Boards of Directors of Transferor Company and Transferee Company.

Conduct of business

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

(a) Transferor Company shall carry on and shall be deemed to have carried on all its business activities pertaining to the Transferred Undertaking and shall hold and stand possessed and shall be deemed to have held and stood possessed of all the said assets, rights, title, interests, authorities, contracts, investments and decisions, benefits for and on account of and in trust for Transferee Company;

(b) All obligations, liabilities, duties and commitments attached, related or pertaining to the Transferred Undertaking of Transferor Company shall be undertaken and shall be deemed to have been undertaken for and on account of and in trust for Transferee Company;

(c) All profits or income arising or accruing in favour of Transferor Company in relation to the Transferred Undertaking and all taxes paid thereon (including but not limited to advance tax, self-assessment tax, tax deducted at source, minimum alternate tax credit, securities transaction tax, taxes withheld/paid in a foreign country) or losses arising or incurred by Transferor Company in relation to the Transferred Undertaking shall, for all intent and purposes, be treated as and be deemed to be the profits or income, taxes or losses, as the case may be, of Transferee Company;

(d) Any of the rights, powers, authorities or privileges exercised by Transferor Company in relation to Transferred Undertaking, shall be deemed to have been exercised by Transferor Company for and on behalf of, and in trust for and as an agent of Transferee Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by Transferor Company in relation to Transferred Undertaking, shall be deemed to have been undertaken for and on behalf of and as an agent of Transferee Company.

(e) Transferor Company shall carry on the activities in relation to the Transferred Undertaking with reasonable diligence and business prudence and in the same manner as it had been doing hitherto, and shall not alter the Transferred Undertaking, undertake any additional financial commitments of any nature whatsoever, borrow any amounts or incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitment either for themselves or on behalf of its respective affiliates or associates or any third party, in relation to the Transferred Undertaking; or sell, transfer, alienate, charge, mortgage or encumber or deal in any of its properties/assets of the Transferred Undertaking, except:

(i) when the same is expressly provided in this Scheme; or

(ii) when the same is in the ordinary course of business of the Transferred Undertaking as carried on by Transferor Company, as on the date of filing of this Scheme in the High Court; or

(iii) when written consent of Transferee Company has been obtained in this regard.

Consideration for Slump Exchange of Transferred Undertaking into Transferee Company

43. Upon the Scheme becoming effective and upon transfer and vesting of the Transferred Undertaking of Transferor Company in Transferee Company pursuant to the Slump Exchange as stated herein, Transferee Company shall discharge the lump sum consideration of Rs. 6,200 Crores (Rupees Six Thousand and Two Hundred Crores only) payable by it to Transferor Company by issuance of its 7,97,94,080 (Seven Crore Ninety Seven Lakh Ninety Four Thousand and Eighty) fully paid up equity shares of face value of Rs. 10/- (Rupees Ten only) each at a premium of Rs. 767/- (Rupees Seven Hundred and Sixty Seven) per share.

44. The lump-sum consideration for the transfer and vesting of the Transferred Undertaking in the Transferee Company by way of Slump Exchange as stated in clause 43 herein above has been determined and agreed upon by the respective Boards of Directors of both, the Transferor Company and the Transferee Company, based on their independent judgment.

45. The equity shares to be issued and allotted by Transferee Company in terms of clause 43 above shall be subject to the provisions of the Memorandum and Articles of Association of Transferee Company and shall rank *pari passu* in all respects with the existing equity shares of Transferee Company.

46. The equity shares issued pursuant to clause 43 above shall be issued in the dematerialized form by Transferee Company unless otherwise notified in writing by Transferor Company to Transferee Company on or before such date as may be determined by the Board of Directors of Transferee Company or a committee thereof.

47. The issue and allotment of equity shares by Transferee Company to Transferor Company as provided in clause 43 of this Scheme is an integral part thereof, and shall be deemed to have been carried out pursuant to the provisions of the Scheme as if the procedure laid down under section 62(1)(c) of the 2013 Act and any other applicable provisions of the 1956 Act or 2013 Act were duly complied with and will not require any further act or deed by Transferee Company.

Accounting Treatment in the books of Transferee Company

48. Transferee Company shall, upon the Scheme becoming effective, with effect from the Appointed Date (post giving effect of the Amalgamation), record assets (including goodwill &/or intangible assets recorded pursuant to Scheme 1 becoming effective and Goodwill having underlying Intangible Assets) and liabilities of Transferred Undertaking, as vested in it, pursuant to Slump Exchange in terms of Part V, in accordance with the allocation report to be prepared in accordance with Accounting Standard -10 notified under the 1956 Act read with General Circular 15/2013 dated 13th September, 2013 of the Ministry of Corporate

Affairs in respect of section 133 of 2013 Act. It is clarified that Goodwill having underlying Intangible Assets forming part of Transferred Undertaking which will have underlying intangible assets shall be transferred to & recorded by DCBL as intangible assets by Transferee Company upon Slump Exchange becoming effective. Consideration paid (as mentioned in clause 43 above) shall include the payment towards acquisition of such intangible assets and goodwill.

49. Transferee Company shall record issuance of equity shares at fair value and accordingly credit to its Share Capital Account the aggregate face value of the equity shares issued on Slump Exchange. The excess, if any, of the fair value of the equity shares over the face value of the equity shares issued shall be credited to Securities Premium Reserve. The Securities Premium Reserve so credited shall be available for issuance of bonus shares.

50. To the extent that there are inter-company loans, advances, investments, deposits or other obligations with respect to Transferred Undertaking as between Transferor Company and Transferee Company, the obligation in respect thereof will come to an end and corresponding effect shall be given in the books of account and records of Transferor Company as well as Transferee Company for the reduction of any such assets or liabilities as the case may be and there would be no accrual of interest or any other charges in respect of such inter-company loans, advances, deposits or balances, with effect from the Appointed Date.

51. The intangible assets and goodwill (if any) recorded, as aforesaid, shall be amortized to income systematically over a period of 10 years and 5 years respectively or any other period as Board of Directors may periodically decide.

Accounting Treatment in the books of Transferor Company

52. Transferor Company shall, upon the Scheme becoming effective, with effect from the Appointed Date, account for Part V of the Scheme as under:

(a) The accounts representing the assets and liabilities pertaining to the Transferred Undertaking shall stand reduced by book value of assets & liabilities transferred.

(b) The aggregate value of the equity shares received as per clause 43 above shall be debited to Investment in Transferee Company Account.

(c) Any difference between investment recorded as per clause 52(b) above and the net assets transferred as mentioned in clause 52(a) above shall be recorded in the profit & loss account which shall be adjusted with Securities Premium (including securities premium recorded on issuance of shares pursuant to amalgamation) of Transferor Company .

53. **Reduction of Securities Premium Account in Transferor Company**

Upon the Scheme becoming effective, (i) the amount of Residual Goodwill, (ii) the debit balance in the profit and loss account of the Transferor Company as on Appointed Date and (iii) debit balance of profit & loss account arising pursuant to clause 52(c) of Part V of the Scheme, shall be adjusted against the balance in its securities premium account (including securities premium arising pursuant to the Amalgamation). The reduction in the securities premium account of the Transferor Company, shall be effected as an integral part of the

Scheme in accordance with provisions of sections 391 to 394 read with sections 100 to 103 and other applicable provisions of the 1956 Act and section 52 and other applicable provisions of the 2013 Act and accordingly the Court Sanction Order shall be deemed to be also the order under section 102 and other relevant provisions of the 1956 Act and the 2013 Act for the purpose of confirming such reduction of securities premium account. The reduction of securities premium account as aforesaid would not involve either a diminution of liability in respect of unpaid share capital or payment of paid-up share capital, and as such the provisions of section 101 of the 1956 Act or the other relevant provisions of the 1956 Act or 2013 Act will not be applicable. Notwithstanding the reduction in the securities premium of the Transferor Company, the Transferor Company shall not be required to add "And Reduced" as suffix to its name.

54. **Section 180(1)(a) of the 2013 Act:**

Upon the Scheme becoming effective, with effect from the Appointed Date, the consent / approval given by the shareholders of Transferor Company to the Scheme, in writing or by passing a resolution at a general meeting of Transferor Company or at a court-convened meeting if so directed by the High Court, shall also be deemed as the consent of the members of Transferor Company under section 180(1)(a) and all other relevant provisions of 2013 Act, as applicable, in relation to the Slump Exchange of Transferred Undertaking of Transferor Company to Transferee Company and there shall be no need to pass a separate shareholders' resolution/s as is required under section 180(1)(a) and/or other relevant provisions of 2013 Act, as applicable.

PART VI – GENERAL TERMS AND CONDITIONS

55. *Conditionality of Scheme*

The Scheme is conditional upon and subject to:

(a) Effective Date 1 of Scheme 1, Effective Date 2 of Scheme 1, Effective Date 3 of Scheme 1, Effective Date 1 of Scheme 2 and Effective Date 2 of Scheme 2 having occurred;

(b) The Scheme being approved by the High Court under sections 391 to 394 read with section 101 to 103 of the 1956 Act and section 52 of the 2013 Act and other relevant provisions of the 1956 Act and 2013 Act, as applicable;

(c) Approval of any Governmental Authority, as may be required, for transfer of mining lease &/or prospective mining lease to DCBL unless the same has no significant financial or other material adverse impact either on ODCL or DCBL;

(d) The certified copies of the Court Sanction Order being filed with the Registrar of Companies, by each of the three companies i.e., ODCL, DBL and DCBL.

It is hereby clarified that though the Scheme shall come into effect subject to, inter alia, Scheme 1 and Scheme 2 becoming effective, in the interest of time and to avoid any delays in the sanctioning of the Scheme, all requisite actions including making necessary applications and taking up/moving necessary proceedings in relation to the Scheme shall be undertaken simultaneously while the proceedings in respect of Scheme 1 and Scheme 2 are ongoing and pending for sanction and coming into effect. Accordingly, DCEL, SRSHL, DBCHL and OCL, though not a party to the Scheme but being indirectly an interested party to the Scheme, shall, as required, also arrange to seek consents/approvals to the Scheme from their respective shareholders and creditors.

56. *Dividend*

(a) During the pendency of the Scheme, ODCL, DBL and DCBL shall be entitled to declare and pay dividends, whether interim and/or final, to their members in respect of the accounting period prior to the Effective Date.

(b) The shareholders of ODCL, DBL and DCBL shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective Articles of Association including the right to receive dividends.

(c) On and from the Effective Date, the profits of Amalgamating Company and Transferor Company (in relation to Transferred Undertaking) for the period beginning from the Appointed Date shall belong to and be deemed to be the profits of Amalgamated Company and Transferee Company respectively and will be available to Amalgamated Company and Transferee Company, for being disposed of in any manner as it thinks fit.

(d) It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any member of ODCL, DBL and DCBL to demand or claim any dividends which, subject to the provisions of the 1956 Act or the 2013 Act, as applicable, shall be entirely at the

discretion of the Boards of Directors, subject to such approval of the members, as may be required.

57. *Operational sequence of the Scheme*

Upon the sanction of the Scheme and it becoming effective, the different transactions envisaged under the Scheme shall be operative in the following sequence:

(a) Reduction and reorganization of authorized, issued, subscribed and paid-up share capital of ODCL, in terms of Part III of this Scheme;

(b) Amalgamation of Amalgamating Company with Amalgamated Company, in terms of Part IV of this Scheme;

(c) Reduction of entire issued, subscribed and paid-up share capital of ODCL held by DCBL and securities premium account of DCBL, in terms of Part IV of this Scheme;

(d) Slump Exchange of Transferred Undertaking of Transferor Company to Transferee Company, in terms of Part V of this Scheme;

58. *Approval of shareholders to Scheme through Postal Ballot and E-voting*

Upon Scheme 1 coming into effect, requisite approval of the public shareholders of DBL and ODCL to the Scheme shall be obtained by way of postal ballot and e-voting in terms of para I(A)(9)(a) of Annexure I of SEBI Circular; provided that the said resolution shall be acted upon only if the votes cast by the public shareholders of DBL and ODCL in favour of the proposal are more than the number of votes cast by the public shareholders against it. It is hereby clarified that in any event if such approval is required to be taken prior to Scheme 1 coming into effect, then OCL shall take the approval of its public shareholders by way of postal ballot and e-voting in terms of para I(A)(9)(a) of Annexure I of SEBI Circular which shall be deemed to have been taken for and on behalf of ODCL.

59. *Change of Name of ODCL*

Immediately upon Scheme 1 becoming effective, till the time necessary formalities for change of name of ODCL to OCL India Limited in terms of Scheme 1 is completed, ODCL shall be entitled to use 'OCL India Limited' as its new name and with effect from Effective Date, the name of ODCL shall be deemed to have been changed from "OCL India Limited" (i.e., the new name given to ODCL post Scheme 1 coming into effect) to "Dalmia Bharat Limited" in accordance with section 13 of the 2013 Act and other relevant provisions of the 1956 Act and/or the 2013 Act, as applicable.

From the Effective Date, till the time all necessary formalities for change of name as aforesaid is completed, "OCL India Limited" (i.e., the new name given to ODCL post Scheme 1 coming into effect) shall be eligible to use and be deemed to have a right to use the name of "Dalmia Bharat Limited" Notwithstanding the above, in order to ensure continuity of business operations it shall be entitled to use and operate in the name of OCL India Limited till the time the name "Dalmia Bharat Limited" is officially allotted to it.

The above shall be effected as an integral part of the Scheme and shall be deemed to be in due compliance of the provisions of the applicable provisions of the 2013 Act. It is hereby

clarified that for the purposes of this clause, the consent of the shareholders of ODCL to this Scheme shall be deemed to be sufficient for the purposes of effecting the name change and that no further resolution under section 13 of 2013 Act or any other applicable provisions of the 1956 Act or the 2013 Act, as applicable, would be required to be separately passed. Pursuant to this Scheme, ODCL shall make the requisite filings with the Registrar of Companies for this purpose.

60. *Action Taken by SEBI/RBI:*

Mr. D. N. Davar, independent director on board of directors of OCL India Limited, has been restrained and prohibited from accessing the securities market and from buying, selling or dealing in securities vide SEBI order dated 8th June 2016 in the matter of Vishwas Steels Limited.

61. *Applications/Petitions to the High Court and Approvals*

(a) ODCL, DBL and DCBL shall make and file all applications and petitions under sections 391 to 394 read with sections 100 to 103 of the 1956 Act and section 52 of 2013 Act and other applicable provisions of the 1956 Act and the 2013 Act as may be necessary before the High Court for sanction of this Scheme under the relevant provisions of law, and apply for such approvals/ orders/ directions as may be required under Applicable Law.

(b) Amalgamated Company shall be entitled, pending the sanction of the Scheme, to apply to relevant Governmental Authority, if required, under Applicable Law(s) for such consents and approvals which Amalgamated Company may require to own and operate the Amalgamating Undertaking and to carry on the business of Amalgamating Company without any interruption.

(c) Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to relevant Governmental Authority, if required, under Applicable Law(s) for such consents and approvals which Transferee Company may require to own and operate the Transferred Undertaking and to carry on the business of Transferred Undertaking without any interruption.

62. *Modifications to the Scheme*

ODCL, DBL and DCBL (through their respective Board of Directors), in their full and absolute discretion, jointly and as mutually agreed in writing, may:

(a) assent to any alteration(s) or modification(s) to this Scheme which the High Court and/or any other Governmental Authority may deem fit to approve or impose, and/or effect any other modification or amendment jointly and mutually agreed in writing, including, without limitation, any modifications to the accounting treatment set out in the Scheme due to the Indian Accounting Standards being made applicable to them or to the matters set forth in this Scheme, and to do all acts, deeds and things as may be necessary, desirable or expedient for the purposes of this Scheme;

(b) give such directions (acting jointly) as they may consider necessary to settle any question or difficulty arising under the Scheme or in regard to and of the meaning or interpretation of this Scheme or implementation hereof or in any matter whatsoever connected therewith, or to review the position relating to the satisfaction of various

conditions of this Scheme and if necessary, to any of those (to the extent permissible under law);

(c) modify or vary the respective parts of the Scheme prior to the Effective Date in any manner at any time; or

(d) in case either or all of Part III, Part IV and Part V of the Scheme, are found to be unworkable for any reasons whatsoever, delete Part III and/or Part IV and/or Part V of the Scheme, as the case may be, prior to the Effective Date and make such consequential changes in the Scheme in such manner, as is considered appropriate or necessary;

(e) determine jointly whether any asset, liability, employee, legal or other proceedings pertains to DBL and/or Transferred Undertaking of ODCL or not, on the basis of any evidence that they may deem relevant for this purpose.

63. *Withdrawal of the Scheme*

ODCL and/or DBL and/or DCBL acting through their respective Board of Directors shall each be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any authority/person or otherwise is unacceptable to any of them, in which case the Board of Directors of remaining companies shall decide consequent actions as considered appropriate by them.

64. *When the Scheme comes into operation:*

(a) It is clarified that the Scheme shall come into operation from the Appointed Date and shall become effective on and from the Effective Date in terms of the Scheme and that sequentially the Scheme shall come into effect parts-wise i.e. Part III followed by Part IV and thereafter Part V in terms of the respective parts of the Scheme.

(b) Amalgamated Company and Transferee Company, shall carry on and shall be authorized to carry on, with effect from the Effective Date, the business pertaining to Amalgamated Undertaking and Transferred Undertaking respectively. For the purposes of giving effect to the Court Sanction Order, Amalgamated Company and Transferee Company shall at any time pursuant to such order be entitled to get the recordal of change in the legal right(s) upon the Amalgamation of Amalgamating Undertaking and Slump Exchange of Transferred Undertaking respectively, in accordance with the provisions of the sections 391 to 394 and sections 100 to 103 of the 1956 Act and section 52 of the 2013 Act and/or the other applicable provision of the 1956 Act or 2013 Act, as case may be. Amalgamated Company and Transferee Company is and shall always be deemed to have been authorized to execute any pleadings, applications, forms as may be required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of the Scheme.

(c) Amalgamated Company and Transferee Company shall be entitled to, amongst others, file/ or revise its income tax returns, TDS/TCS returns, wealth tax returns, service tax, excise duty, sales tax, value added tax, entry tax, cess, professional tax or any other statutory returns, if required, credit for advance tax paid, tax deducted at source, claim for sum prescribed under section 43B of the Income Tax Act on payment basis, claim for deduction of provisions written back by Amalgamated Company and

Transferee Company previously disallowed in the hands of Amalgamating Company and Transferor Company (relating to the Transferred Undertaking) respectively under the Income Tax Act, credit of tax under section 115JB read with section 115JAA of the Income Tax Act, credit of foreign taxes paid/ withheld, if any, pertaining to Amalgamating Company and Transferor Company (relating to the Transferred Undertaking) as may be required consequent to implementation of this Scheme and where necessary to give effect to this Scheme, even if the prescribed time limits for filing or revising such returns have lapsed without incurring any liability on account of interest, penalty or any other sum. Amalgamated Company and Transferee Company shall have the right to claim refunds, tax credits, set-offs and/or adjustments relating to the income or transactions entered into by them by virtue of this Scheme with effect from Appointed Date. The taxes or duties paid by, for, or on behalf of, Amalgamating Company and Transferor Company (pertaining to Transferred Undertaking) relating to the period on or after Appointed Date, shall be deemed to be the taxes or duties paid by Amalgamated Company and Transferee Company respectively and Amalgamated Company and Transferee Company shall be entitled to claim credit or refund for such taxes or duties.

(d) Any advance tax, self-assessment tax, minimum alternate tax and/or TDS credit available or vested with Amalgamating Company and Transferor Company (in relation to Transferred Undertaking), including any taxes paid and taxes deducted at source and deposited by Amalgamating Company and Transferor Company (in relation to Transferred Undertaking) on inter se transactions during the period between Appointed Date and the Effective Date, shall be treated as tax paid by Amalgamated Company and Transferee Company respectively and shall be available to Amalgamated Company and Transferee Company for set-off against its liability under the Income Tax Act and any excess tax so paid shall be eligible for refund together with interest. Further, TDS deposited, TDS certificates issued or TDS returns filed by Amalgamated Company and Transferee Company on transactions other than inter se transactions during the period between Appointed Date and the Effective Date, as applicable, shall continue to hold good as if such TDS amounts were deposited, TDS certificates were issued and TDS returns were filed by Amalgamated Company and Transferee Company respectively. Any TDS deducted by, or on behalf of, Amalgamating Company and Transferor Company (in relation to Transferred Undertaking) on inter se transactions will be treated as tax deposited by Amalgamated Company and Transferee Company respectively.

(e) Transfer and vesting of Amalgamating Undertaking in terms of Part IV of the Scheme and Transferred Undertaking in terms of Part V of the Scheme is not a sale in the course of business or otherwise.

65. *Severability*

If any provision or part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of ODCL, DBL and DCBL affect the validity or implementation of the other provisions and parts of this Scheme.

In the event of any inconsistency between any of the terms and conditions of any earlier arrangement among ODCL, DBL and DCBL and their respective shareholders and/or creditors, and the terms and conditions of this Scheme, the latter shall have overriding effect and shall prevail.

66. *Costs*

(a) In the event of any of the required material statutory or regulatory sanctions and approvals not forthcoming or not being received and/or the Scheme not being sanctioned by the High Court, the Scheme shall become null and void and each party shall bear and pay its respective costs, charges and expenses for and/or in connection with the Scheme.

(b) Subject to clause 66(a) above, all costs, charges and expenses (including, but not limited to, any taxes and duties, stamp duty, registration charges) of /payable by (i) Amalgamated Company and Amalgamating Company in relation to or in connection with Part III and Part IV of the Scheme as applicable and on carrying out and completing the terms and provisions of the Part III and Part IV of the Scheme and/or incidental to the completion of Part III and Part IV of the Scheme shall be borne and paid solely by Amalgamated Company and (ii) Transferor Company (pertaining to Transferred Undertaking) and Transferee Company in relation to or in connection with Part V of the Scheme and on carrying out and completing the terms and provisions of the Part V of the Scheme and/or incidental to the completion of Part V of the Scheme shall be borne and paid solely by Transferee Company.

Schedule I – Immovable Properties of the Amalgamating Undertaking

1	19.23 Acres of Land with Building and Structures situated thereon in villages Ballabhgarh & Jharasantly, Dist. Faridabad in the state of Haryana
2	Rockfort Lodge, The Mall, Mussoorie 241179, Uttaranchal
3	Shop No. UG 14 Plot No. 4, Bhikaji Cama Palace, New Delhi-16
4	Building Constructed on Plot No. 12 & 12A, Kaushambi, Dist. Ghaziabad, Uttar Pradesh
5	Flat Nos 201, 410, 610 and 611 (4 flats) in Neel Apartments, Vaishali, Dist. Ghaziabad, Uttar Pradesh
6	Plot No. 74, Jampuri Estate, Jamnagar, Gujarat
7	Shop No. M-36, Ground Floor, Minerva Complex, Sarojini Devi Road, Secunderabad-560003
8	11th & 12th Floor, Hansalaya Building, 15 Barakhamba Road, New Delhi-01

Schedule II - Immovable Properties of the Transferred Undertaking

A. Land – Cement Undertaking:

Particulars	Area in Acres
A. District - Sundargarh, State - Odisha	
Villages	
JAMPALI	8.48
JHAGARPUR	2.40
KUMARKELA	35.23
KUNUMURU	7.72
LAMLOI	11.57
LIPLOI	6.93
PADAJAMPALI	0.44
RAIBERNA	24.84
RAJGANGPUR 'KA'	485.90
RAJGANGPUR 'KHA'	2.30
RANIBANDHA	1.15
RUMABAHAL	4.59
LANJIBERNA	283.94
BIHABANDH	151.77
KUKUDA	46.35
DHAURADA	341.12
PATIA	0.15
BJB NAGAR	0.34
AIGINIA	0.13
COLLEGE SQUARE	0.01
HILLPATANA	0.01
AINTHAPALLI	0.04
RAJGANGPUR	0.44
CUTTACK BBSR ROAD	1.22
CHIRAPANI	4.08
KATANG	0.74
	1,421.89
B. District - Cuttack, State - Odisha	
BAYREE	109.92
MANIA	38.40
BISWALI	100.55
BAYAMBA	1.50
	250.37
C. District - Salboni, State - West Bengal	
JAMDARGARH-2	5.21
JAMDARGARH-1	7.66
RANA-2	5.04
RANA-1	14.17
DURGADASPUR-2	26.39
DURGADASPUR-1	14.34
KULAPACHURIA-2	55.85
KULAPACHURIA-1	25.77
MIDNAPORE	0.55
	154.98
D. District - Ranchi, State - Jharkhand	
HAWAI NAGAR	0.11
E. District - Kadma, State - Jharkhand	
SINDYCATE COLONY	0.02
E. District - Ahmedabad, State - Gujarat	
AHEMEDABAD	0.08
TOTAL AREA	**1,827.44**

B. Land- Rail undertaking at Odisha

Particulars	Area in Acres
District - Cuttack, State - Odisha	
AMIYAJHARI	12.00
TOTAL AREA	**12.00**

A. Land- Solid Waste Management Undertaking at Odisha

Particulars	Area in Acres
District - Cuttack, State - Odisha	
AMIYAJHARI	63.00
BAYREE	24.00
TOTAL AREA	**87.00**

C. Leasehold land, admeasuring 38.52 acres at Bokaro Industrial Area, Balidih, Bokaro Steel City, Jharkhand(Cement Plant)

D. Freehold land, admeasuring 2.31 acres, situated at Bokaro Industrial Area, Balidih, Bokaro Steel City, Jharkhand.(Rail Undertaking)

E. Leasehold land, admeasuring 24.37 acres, situated at Bokaro Industrial Area, Balidih, Bokaro Steel City, Jharkhand.(Rail Undertaking)

F. Freehold land, admeasuring 4 acres, situated at Bokaro Industrial Area, Balidih, Bokaro Steel City, Jharkhand. (Solid Waste Management)

G. Buildings & Structures – As constructed on the land mentioned in point A to F above.