

**SCHEME OF AMALGAMATION**  
**OF**  
**JB CHEMICALS & PHARMACEUTICALS LIMITED**  
**(TRANSFEROR COMPANY)**  
**WITH**  
**TORRENT PHARMACEUTICALS LIMITED**  
**(TRANSFeree COMPANY)**  
**AND**  
**THEIR RESPECTIVE SHAREHOLDERS**  
**UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF THE**  
**COMPANIES ACT, 2013**

**FOR TORRENT PHARMACEUTICALS LIMITED,**

**CHINTAN TRIVEDI**  
**COMPANY SECRETARY & COMPLIANCE OFFICER**  
**MEMBERSHIP NO. A22769**

**FOR J.B. CHEMICALS & PHARMACEUTICALS LIMITED,**

**SANDEEP PHADNIS**  
**VICE PRESIDENT - SECRETARIAL & COMPANY SECRETARY**  
**MEMBERSHIP NO. A11530**

**(A) DESCRIPTION OF COMPANIES**

1. **JB Chemicals & Pharmaceuticals Limited (“Transferor Company”)**, incorporated under the provisions of the Companies Act, 1956, having Corporate Identity Number L24390MH1976PLC019380, registered office is at B Wing, Neelam Centre, 4<sup>th</sup> Floor, Hind Cycle Road Worli, Mumbai – 400 030. The Transferor Company is inter alia engaged in the business of manufacturing and marketing of diverse range of pharmaceutical formulations and active pharmaceutical ingredients (APIs). The equity shares of the Transferor Company are listed on the Stock Exchanges (*as defined hereinafter*).
2. **Torrent Pharmaceuticals Limited (“Transferee Company”)**, incorporated under the provisions of the Companies Act, 1956, having Corporate Identity Number L24230GJ1972PLC002126 and its registered office at Torrent House, Off. Ashram Road, Ahmedabad – 380 009 in the State of Gujarat. The Transferee Company is inter alia engaged in the business of research and development, manufacturing, marketing, promoting and sale of pharmaceutical products. The equity shares of the Transferee Company are listed on the BSE (*as defined hereinafter*) and NSE (*as defined hereinafter*). The NCDs (*as defined hereinafter*) and commercial papers issued by the Transferee Company are listed on NSE.

**(B) OVERVIEW OF THE SCHEME**

This scheme of amalgamation under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 (“**Act**”) read with Section 2(1B) and applicable provisions of Income Tax Act and other applicable laws provides for the amalgamation of the Transferor Company with the Transferee Company and various other matters consequent and incidental thereto.

**(C) RATIONALE**

1. The Transferee Company has entered into binding agreements with: (i) the Transferor Company and Tau Investment Holdings Pte. Ltd to acquire 74,481,519 fully paid-up equity shares of the Transferor Company; and (ii) employee shareholders of the Transferor Company (pursuant the exercise of their vested employee stock options) to acquire 38,75,056 equity shares of the Transferor Company, aggregating to 7,83,56,575 equity shares of the Transferor Company. The Transferee Company, in addition to the above, has announced and completed the mandatory open offer under the Applicable Law and has acquired 1,317 equity shares from the public shareholders of the Transferor Company.
2. Since the Parties operate in related businesses, the amalgamation will consolidate the businesses of the Parties into a single entity and will *inter alia* result in the following benefits:
  - (a) enhance the product offerings of the Transferee Company and more effectively meet the customer needs by leveraging the combined portfolio of products with enhanced marketing capabilities of both companies;
  - (b) unlock new market opportunities and expand access to customer coverage

through more comprehensive and synergistic product portfolio;

- (c) enhance operational, organizational and financial efficiencies, and achieve economies of scale by pooling of resources;
- (d) an integrated and coordinated approach will allow for a more efficient allocation of capital and cash management;
- (e) reduction in multiple entities and regulatory compliances will further reduce the overall compliance and overhead costs;
- (f) consolidation of administrative and managerial functions and elimination of multiple record-keeping, *inter alia* other expenditure and optimal utilization of resources;
- (g) improve organizational capability and leadership, arising from the pooling of human capital that has diverse skills, talent, and vast experience to compete in an increasingly competitive industry; and
- (h) diversified and consolidated portfolio of branded products that will strengthen existing base in focus segment and will help to strategize the business for long term sustainable growth.

3. Accordingly, the Parties believe that the Scheme is in the interests of the shareholders, employees, creditors and other stakeholders of each of the Parties.

**(D) PARTS OF THE SCHEME**

**PART I** deals with the definitions, share capital of the Parties (*as defined hereinafter*) and date of taking effect and implementation of this Scheme;

**PART II** deals with the amalgamation of the Transferor Company with the Transferee Company; and

**PART III** deals with the ancillary provisions and general terms and conditions applicable to this Scheme.

## PART – I

### DEFINITIONS, SHARE CAPITAL OF THE PARTIES AND DATE OF TAKING EFFECT AND IMPLEMENTATION OF THIS SCHEME

#### 1. DEFINITIONS

1.1 In this Scheme, unless inconsistent with the subject or context thereof (a) capitalised terms defined by inclusion in quotations and / or parenthesis shall have the meanings so ascribed; and (b) the following expressions shall have the meanings ascribed hereunder:

**“Act”** means the Companies Act, 2013 and Rules and Regulations made thereunder as may be applicable, including any statutory modification, re-enactments or amendments thereof;

**“Applicable Law”** or **“Law”** means any applicable national, foreign, provincial, local or other law including applicable provisions of all: (a) constitutions, decrees, treaties, statutes, enactments, laws (including the common law), bye-laws, codes, notifications, rules, regulations, policies, guidelines, circulars, clearances, approvals, directions, directives, ordinances or orders of any Appropriate Authority, statutory authority, court, Tribunal; (b) Permits; and (c) orders, decisions, writs, injunctions, judgments, awards and decrees of or agreements with any Appropriate Authority having jurisdiction over the Parties in each case having the force of law and that is binding or applicable to a Person as may be in force from time to time;

**“Appointed Date”** means the date on which the Transferee Company completes the acquisition of 74,481,519 fully paid equity shares of the Transferor Company from the promoters of the Transferor Company;

**“Appropriate Authority”** means: (a) the government of any jurisdiction (including any national, state, municipal or local government or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, tribunals, central bank, commission or other authority thereof; (b) any governmental, quasi-governmental or private body, self-regulatory organisation, or agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, statutory, licensing, competition, Tax, importing, exporting or other governmental or quasi-governmental authority including without limitation, SEBI and the Tribunal; (c) Stock Exchanges; and (d) CCI;

**“Board”** in relation to the Parties, means the board of directors of such Party, and shall include a committee of directors or any person authorized by such board of directors or such committee of directors;

**“BSE”** means BSE Limited;

**“CCI”** means Competition Commission of India established under the Competition Act, 2002;

**“Effective Date”** means the last of the dates on which all of the conditions precedent set forth in Clause 18 (Conditions Precedent) are fulfilled. Reference in this Scheme to the date of “**coming into effect of this Scheme**” or “**effectiveness of this Scheme**” or “**effect of this Scheme**” or “**upon the Scheme becoming effective**” shall mean the Effective Date;

**“Income Tax Act”** means the Income-tax Act, 1961;

**“NCDs”** means the secured non-convertible debentures bearing ISIN INE685A07082 and INE685A07124 issued by the Transferee Company. The secured non-convertible debentures bearing ISIN INE685A07082 are listed on NSE;

**“NSE”** means National Stock Exchange of India Limited;

**“Parties”** means the Transferor Company and the Transferee Company and “**Party”** shall mean each of them, individually;

**“Permits”** means all consents, licences, permits, certificates, permissions, authorisations, clarifications, approvals, schemes of the State Government or Central Government, clearances, confirmations, declarations, waivers, exemptions, registrations, filings, no objections, whether governmental, statutory or regulatory as required under Applicable Law;

**“Person”** means an individual, a partnership, a corporation, a limited liability partnership, a company, an association, a trust, a joint venture, an unincorporated organization or an Appropriate Authority;

**“Record Date”** means the date to be fixed by the Board of the Transferee Company for the purpose of determining the shareholders of the Transferor Company for issuance and allotment of the Transferee Company New Equity Shares in accordance with the applicable provisions of the SEBI LODR Regulations;

**“RoC”** means the relevant Registrar of Companies having jurisdiction over the Transferor Company and Transferee Company respectively;

**“Scheme”** or “**this Scheme**” means this scheme of amalgamation as modified from time to time;

**“SEBI”** means the Securities and Exchange Board of India;

**“SEBI Circulars”** means the circular issued by the SEBI, being SEBI Master Circular No. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023, read with SEBI Circular No. SEBI/HO/DDHS/DDHS-RACPODI/P/CIR/2022/156 dated November 17, 2022 (and as updated on December 1, 2022), and any amendments thereof, pursuant to the SEBI LODR Regulations;

**“SEBI LODR Regulations”** means SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, and any amendment thereof;

**“SEBI Master Circular”** means the circular issued by the SEBI, being SEBI Master Circular No. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023, and any amendments thereof;

**“Stock Exchanges”** means BSE Limited and NSE, collectively;

**“Tax Laws”** means all Applicable Laws dealing with Taxes including but not limited to income-tax, wealth tax, sales tax / value added tax, service tax, goods and service tax, excise duty, customs duty or any other levy of similar nature;

**“Taxation” or “Tax” or “Taxes”** means all forms of taxes and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions and levies, whether levied by reference to income, profits, book profits, gains, net wealth, asset values, turnover, added value, goods and services or otherwise and shall further include payments in respect of or on account of tax, whether by way of deduction at source, collection at source, dividend distribution tax, buyback distribution tax, equalization levy, advance tax, self-assessment tax, regular assessment taxes, goods and services tax or otherwise or attributable directly or indirectly to any of the Parties and all penalties, surcharge, cess, charges, costs and interest relating thereto;

**“Transferee Company”** means Torrent Pharmaceuticals Limited, a public company incorporated under the provisions of the Companies Act, 1956 having corporate identity number L24230GJ1972PLC002126 and its registered office at Torrent House, Off. Ashram Road, Ahmedabad - 380009;

**“Transferor Company”** means JB Chemicals & Pharmaceuticals Limited, a public company incorporated under the provisions of the Companies Act, 1956 having corporate identity number L24390MH1976PLC019380 and its registered office at B Wing, Neelam Centre, 4th Floor, Hind Cycle Road Worli, Mumbai, Maharashtra, 400030. The Transferor Company is in the process of shifting its registered office from the State of Maharashtra to the State of Gujarat; and

**“Tribunal”** means the National Company Law Tribunal(s) having jurisdiction over the Transferor Company and Transferee Company.

## 1.2 **Interpretation**

In this Scheme, unless the context otherwise requires:

- 1.2.1 words denoting the singular shall include the plural and *vice versa*;
- 1.2.2 reference to any law or legislation shall include the rules and regulations thereunder; and
- 1.2.3 headings, sub-headings, titles, sub-titles to clauses, sub-clauses and paragraphs are for information and convenience only and shall be ignored in construing the Scheme.

## 2. SHARE CAPITAL

2.1 The share capital of the Transferor Company as on 30 June 2025 is as follows:

| Particulars   | Amount (in Rs.)    |
|---|--------------------|
| <b>Authorized share capital</b>                     |                    |
| 203,000,000 equity shares of INR 1 each             | 203,000,000        |
| <b>Total</b>  | <b>203,000,000</b> |
| <b>Issued, subscribed and paid-up share capital</b> |                    |
| 156,058,924 equity shares of INR 1 each             | 156,058,924        |
| <b>Total</b>  | <b>156,058,924</b> |

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

2.2 The share capital of the Transferee Company as on 30 June 2025 is as follows:

| Particulars  | Amount (in Rs.)      |
|--|----------------------|
| <b>Authorized share capital</b>                        |                      |
| 42,00,00,000 equity shares of INR 5 each               | 210,00,00,000        |
| 25,00,000 preference shares of INR 100 each            | 25,00,00,000         |
| <b>Total</b>   | <b>235,00,00,000</b> |
| <b>Issued, subscribed and paid-up share capital</b>    |                      |
| 33,84,45,440 equity shares of INR 5 each fully paid up | 169,22,27,200        |
| <b>Total</b>   | <b>169,22,27,200</b> |

## 3. DATE OF TAKING EFFECT AND IMPLEMENTATION OF THIS SCHEME

The Scheme shall become effective from the Appointed Date but shall be operative from the Effective Date.

## **PART - II**

### **AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFeree COMPANY**

#### **4. AMALGAMATION AND VESTING OF ASSETS AND LIABILITIES AND ENTIRE BUSINESS**

#### **OF THE TRANSFEROR COMPANY**

- 4.1 With effect from the Appointed Date, upon coming into effect of this Scheme and in accordance with the provisions of this Scheme and pursuant to Sections 230 to 232 and other applicable provisions of the Act and Section 2(1B) of the Income Tax Act, the Transferor Company shall stand amalgamated with the Transferee Company as a *going concern* and accordingly, all assets, Permits, contracts, liabilities, loan, debentures, duties and obligations of the Transferor Company shall, without any further act, instrument or deed, stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, so as to become as and from the Appointed Date, the assets, Permits, contracts, liabilities, loan, debentures, duties and obligations of the Transferee Company, and in the manner provided in this Scheme.
- 4.2 Upon effectiveness of the Scheme and with effect from the Appointed Date, without prejudice to the generality of the provisions of Clause 4.1 above, the manner of transfer and vesting of assets and liabilities of the Transferor Company under this Scheme, is as follows:
  - 4.2.1 In respect of such of the assets and properties of the Transferor Company which are movable in nature or are otherwise capable of transfer by delivery or possession or by endorsement, shall stand transferred upon the Scheme coming into effect and shall, *ipso facto* and without any other order to this effect, become the assets and properties of the Transferee Company, with effect from the Appointed Date, without requiring any deed or instrument of conveyance for transfer of the same. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical or constructive delivery or by endorsement and delivery or by vesting and recordal, pursuant to this Scheme, as appropriate to the property being vested, and title to the property shall be deemed to have been transferred accordingly.
  - 4.2.2 In respect of all intangible assets, intellectual property rights, brands, trademarks, distribution network, supply chain network of the Transferor Company, whether registered or pending registration or unregistered trademarks or whether or not recorded in its books of accounts, along with all rights and benefits of commercial nature including attached goodwill, trade and service names, title, interest, labels and brand registrations, copyrights, trade secret, manufacturing know how, marketing know-how, confidential information, advertising material, lists of present and former customers and suppliers, other customer information, customer pricing information, software licenses (whether proprietary or not), all other industrial and intellectual property rights, and records and documents,

whether in physical or electronic form relating to business activities and operations and benefits of whatsoever nature of the Transferor Company or are otherwise capable of transfer by delivery or possession or by endorsement, shall stand transferred upon the Scheme coming into effect and shall, *ipso facto* and without any other order to this effect, become the assets and properties of the Transferee Company, with effect from the Appointed Date, without requiring any deed or instrument of conveyance for transfer of the same. The Transferee Company may execute and register or cause to be executed and registered, required applications, documents or deeds for transfer of such intellectual property rights in this regard.

4.2.3 Subject to Clause 4.2.4 below, with respect to the assets of the Transferor Company, other than those referred to in Clause 4.2.1 and 4.2.2 above, including all rights, title and interests in the agreements (including agreements for lease or license of the properties), investments in shares, mutual funds, bonds/ debt securities and any other securities, sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, semi-Government, local and other authorities and bodies, customers and other persons, whether or not the same is held in the name of the Transferor Company shall, without any further act, instrument or deed, be transferred to and vested in and/ or be deemed to be transferred to and vested in the Transferee Company, with effect from the Appointed Date, by operation of law as transmission or as the case may be in favour of the Transferee Company.

4.2.4 In respect of such of the assets and properties of the Transferor Company which are immovable in nature, if any, including rights, interest and easements in relation thereto, the same shall stand transferred to the Transferee Company with effect from the Appointed Date, without any act or deed or conveyance being required to be done or executed by the Transferor Company and/ or the Transferee Company.

4.2.5 For the avoidance of doubt and without prejudice to the generality of Clause 4.2.4 above and Clause 4.2.6 below, it is clarified that, with respect to the immovable properties of Transferor Company in the nature of land and buildings, the Transferor Company and/ or the Transferee Company shall register the true copy of the orders of the Tribunal approving the Scheme with the offices of the relevant Sub-registrar of Assurances or similar registering authority having jurisdiction over the location of such immovable property and shall also execute and register, as required, such other documents which may be necessary in this regard. It is clarified that any document executed pursuant to this Clause 4.2.5 or Clause 4.2.6 below will be for the limited purpose of meeting regulatory requirements and shall not be deemed to be a document under which the transfer of any asset of the Transferor Company takes place and all assets of the Transferor Company shall be transferred solely pursuant to and in terms of this Scheme and the order of the Tribunal sanctioning this Scheme.

4.2.6 Notwithstanding anything contained in this Scheme, with respect to the immovable properties of the Transferor Company in the nature of land and buildings situated in states other than the States of Maharashtra and Gujarat, whether owned or leased, for the purpose of, *inter alia*, payment of stamp duty, and vesting in the Transferee Company, if the Parties so decide, post the sanctioning of this Scheme but prior to the Effective Date, the Parties may execute and register or cause so to be done, separate deeds of conveyance or deeds of assignment of lease, as the case may be, in favour of the Transferee Company in respect of such immovable properties. Each of the immovable properties, only for the purposes of payment of stamp duty (if required under Applicable Law), shall be deemed to be conveyed at a value as determined by the relevant authorities in accordance with the applicable circle rates. The transfer of such immovable properties shall form an integral part of this Scheme.

4.2.7 All debts, liabilities, duties and obligations of the Transferor Company shall, without any further act, instrument or deed be transferred to, and vested in, and/ or deemed to have been transferred to, and vested in, the Transferee Company, so as to become on and from the Appointed Date, the debts, liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company, and it shall not be necessary to obtain the consent of any Person who is a party to contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this Clause 4 and the Transferee Company undertakes to meet and discharges all such debts, liabilities, duties and obligations of the Transferor Company.

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

4.2.9 Unless otherwise agreed between the Parties, the vesting of all the assets of the Transferor Company, as aforesaid, shall be along with the encumbrances, if any, over or in respect of any of the assets or any part thereof, provided however that such encumbrances shall be confined only to the relevant assets of the Transferor Company or part thereof on or over which they are subsisting prior to the amalgamation of the Transferor Company with the Transferee Company, and no such Encumbrances shall extend over or apply to any other asset(s) of the Transferee Company.

4.2.10 Unless otherwise stated in this Scheme, all Permits, including the benefits attached thereto of the Transferor Company, shall be transferred to the Transferee Company from the Appointed Date, without any further act, instrument or deed and shall be appropriately mutated or endorsed by the Appropriate Authorities concerned therewith in favour of the Transferee Company as if the same were originally given by, issued to or executed in favour of the Transferee Company and the Transferee Company shall be bound by the terms, obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company to carry on the operations of the Transferor Company without any hindrance, whatsoever.

4.2.11 Without prejudice to the provisions as stated above, all trade and service names and marks, patents, copyrights, designs, goodwill which includes the positive reputation that the Transferor Company was enjoying to retain its clients, statutory licenses, overall increase in market share, customer base, skilled employees, business claims, business information, business contracts, trade style and name, marketing and distribution channels, marketing or other commercial rights, customer relationship, trade secrets, information on consumption pattern or habits of the consumers in the territory, technical know-how, client records, KYC (know your customer) records/ POAs (power of attorney), authorisations, client details and other intellectual property rights of any nature whatsoever, books, records, files, papers, software licenses (whether proprietary or otherwise), drawings, computer programs, manuals, data, catalogues, quotations, sales and advertising material, lists of present and former customers and suppliers, other customer information, customer credit information, customer pricing information and all other records and documents, whether in physical or electronic form relating to business activities and operations of the Transferor Company shall be transferred to the Transferee Company from the Appointed Date, without any further act, instrument or deed.

4.2.12 Upon the Scheme coming into effect and pursuant to the operation of law, all contracts, deeds, agreements, memorandum of understanding, purchase orders, etc. where the Transferor Company is a party, shall stand transferred to and vested in the Transferee Company and in all such contracts, deeds, agreements, memorandum of understanding, purchase orders, etc. the name of the Transferor Company shall be substituted by the Transferee Company as if the Transferee Company was the original party to such contracts, deeds, agreements, memorandum of understanding, purchase orders, etc. The absence of any formal amendment, if any, which may be required by a third party to effect such transfer and vesting shall not affect the operation of the foregoing sentence. The Transferee Company shall, wherever necessary, enter into and/ or execute deeds, writings, confirmations or novations to all such contracts, if necessary, in order to give formal effect to the provisions of this Clause. Further, the insurance policies which have been issued to the Transferor Company shall be transferred and assigned to the Transferee Company and the name of the

Transferee Company shall be substituted as "Insured" in the policies as if the Transferee Company was initially a party thereto.

4.2.13 Upon this Scheme coming into effect, all inter-company transactions including loans, contracts executed or entered into by or *inter se* between the Parties, if any, shall stand cancelled with effect from the Appointed Date and neither the Transferor Company and/or Transferee Company shall have any obligation or liability against the other party in relation thereto.

4.3 Without prejudice to the provisions of the foregoing sub-clauses of Clause 4.2 above, the Parties may execute any and all instruments or documents and do all acts, deeds and things as may be required, including filing of necessary particulars and/ or modification(s) of charge, necessary applications, notices, intimations or letters with any Appropriate Authority or Person to give effect to the Scheme. Any procedural requirements required to be fulfilled solely by the Transferor Company, shall be fulfilled by the Transferee Company as if it were the duly constituted attorney of the Transferor Company. The Transferee Company shall take such actions as may be necessary and permissible to get the assets, Permits and contracts of the Transferor Company transferred and/ or registered in its name.

## 5. EMPLOYEES

5.1 With effect from the Effective Date, all the employees of the Transferor Company shall become employees of the Transferee Company, without any interruption in service, on terms and conditions no less favourable than those on which they are engaged by the Transferor Company. The Transferee Company undertakes to continue to abide by any agreement/ settlement or arrangement, if any, entered into or deemed to have been entered into by the Transferor Company with any Persons in relation to the employees of the Transferor Company. The Transferee Company agrees that the services of all such employees with the Transferor Company prior to the transfer shall be taken into account for the purposes of all existing benefits to which the said employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other retiral/ terminal benefits.

5.2 The accumulated balances, if any, standing to the credit of the aforesaid employees in the existing provident fund, gratuity fund and superannuation fund of which they are members, will be transferred respectively to such provident fund, gratuity fund and superannuation funds nominated by the Transferee Company and/ or such new provident fund, gratuity fund and superannuation fund to be established in accordance with Applicable Law and caused to be recognized by the Appropriate Authorities, by the Transferee Company.

5.3 The accumulated balances, if any, standing to the credit in favour of the aforesaid employees in the existing provident fund, gratuity fund, superannuation fund and any other fund of which they are members, as the case may be, will be: (i) transferred to the respective funds of the Transferee Company, set-up in accordance with Applicable Law and caused to be recognized by the Appropriate Authorities or to the funds nominated by the Transferee Company; or (ii) be dealt with in any other appropriate

manner or through mechanism determined by the Transferee Company in such manner or mechanism being in compliance with the Applicable Law. Pending the transfer as aforesaid, the dues of the said employees would continue to be deposited in the existing provident fund, gratuity fund, superannuation fund and other fund respectively of the Transferor Company. It is clarified that, for the purpose of the said fund or funds, the services of the staff, workmen and employees of the Transferor Company will be treated as having been continuous with the Transferee Company from the date of employment as reflected in the records of the Transferor Company.

- 5.4 Upon this Scheme becoming effective on the Effective Date, any prosecution or disciplinary action, or any other proceedings initiated, pending or contemplated against and any penalty imposed in this regard on any employee of Transferor Company shall not abate, be discontinued or in any way prejudicially affected by reason of the Scheme. Any such proceeding or disciplinary action shall be continued to operate against the relevant employee and the Transferee Company shall be entitled to take any relevant action or sanction, in the same manner and to the same extent as would or might have been continued, prosecuted and, or, enforced, without any further act, instrument or deed undertaken by Transferor Company or the Transferee Company. All committees constituted by Transferor Company in respect of the employees such as the disciplinary committee, internal committee shall be deemed to have become the committees of the Transferee Company and shall continue to handle any disputes or cases ongoing as on the date.
- 5.5 No employee of Transferor Company who becomes the employee of the Transferee Company on the date of this Scheme becoming effective shall be entitled to hold any additional positions or enjoy any additional privileges in the Transferee Company by virtue of him / her having held any such positions or enjoyed any such privileges in Transferor Company. The provisions of the Scheme do not grant contract-based employees/workers or the contract workers engaged through third party contractors, by Transferor Company, a right to seek permanency/ regularization in the Transferee Company.
- 5.6 On completion of the share acquisition by the Transferee Company from the promoter of the Transferor Company, the vesting of all outstanding stock options which are granted but not vested shall stand accelerated. Eligible employees holding vested options will then have the right to exercise their options within a specified timeframe, as outlined by the Transferor Company.

## **6. LEGAL PROCEEDINGS**

- 6.1 With effect from the Effective Date, if any suit, cause of action, appeal or other legal, quasi-judicial, arbitral or other administrative proceedings of whatsoever nature by or against the Transferor Company pending on the Effective Date, the same shall not abate, be discontinued or be in any way prejudicially affected by anything contained in this Scheme, but such proceedings of the Transferor Company may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made.

On and from the Effective Date, the Transferee Company may initiate any legal proceeding for and on behalf of the Transferor Company.

6.2 From the date of approval of this Scheme by the Board of the Transferor Company and until the Effective Date, the Transferor Company shall defend all legal proceedings, other than in the ordinary course of business, in consultation with the Transferee Company.

## 7. CONSIDERATION

7.1 Upon coming into effect of the Scheme and in consideration of the amalgamation of the Transferor Company with the Transferee Company, the Transferee Company shall issue and allot to shareholders of the Transferor Company, other than the Transferee Company, whose name is recorded in the register of members and/ or records of the depository on the Record Date, as follows:

*"51 (Fifty one) fully paid-up equity shares of the Transferee Company having face value of INR 5 (Rupees Five only) each for every 100 (One hundred) fully paid-up equity shares of INR 1 (Rupee One only) each of the Transferor Company"*

The equity shares of the Transferee Company issued as per this Clause 7.1 shall be referred to as "**Transferee Company New Equity Shares**".

7.2 It is clarified that no shares will be issued by the Transferee Company in lieu of the shares held by it in the Transferor Company.

7.3 The Transferee Company New Equity Shares shall be subject to the provisions of the memorandum of association and articles of association of the Transferee Company and shall rank *pari passu* with the then existing equity shares of the Transferee Company.

7.4 The Transferee Company New Equity Shares being issued in terms of the Clause 7.1 above shall be in dematerialised form. The shareholders of the Transferor Company who hold shares in physical form, should provide the requisite details relating to his/ her/ its account with a depository participant or other confirmations as may be required, to the Transferee Company, prior to the Record Date to enable it to issue the Transferee Company New Equity Shares.

7.5 However, if no such details have been provided to the Transferee Company by the shareholders of the Transferor Company holding shares in physical form on or before the Record Date, then the Transferee Company shall allot the corresponding Transferee Company New Equity Shares to the demat account of the trustee of the Transferee Company who shall hold these shares in trust for the benefit of such shareholders. The Transferee Company New Equity Shares held by the trustee shall be transferred to the respective shareholder once such shareholder provides details of his/her/its demat account to the trustee, along with such other documents as may be required. Any benefit in the form of dividend, bonus shares etc. received by the trustee in respect of these shares shall also be transferred to such shareholder. All costs and expenses incurred in this respect shall be borne by the Transferee Company.

7.6 For the purpose of the allotment of the Transferee Company New Equity Shares pursuant to this Scheme, in case any shareholder's holding in the Transferor Company is such that the shareholder becomes entitled to a fraction of a share of the Transferee Company, the Transferee Company shall not issue fractional shares to such shareholder but shall consolidate all such fractions and round up the aggregate of such fractions to the next whole number and issue such consolidated shares to a trustee of the Transferee Company who shall hold such shares, with all additions or accretions thereto, in trust for the benefit of the respective shareholders to whom they belong for the specific purpose of selling such shares in the market at such price or prices and at any time within a period of 90 days from the date of allotment of the Transferee Company New Equity Shares, as the trustee may, in its sole discretion, decide and distribute the net sale proceeds (after deduction of the expenses incurred and applicable income tax) to the respective shareholders in the same proportion of their fractional entitlements. Amount payable to the shareholders shall be rounded off to the next Rupee. Such distribution shall take place only on the sale of all the shares of the Transferee Company pertaining to the fractional entitlements.

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

7.8 In the event the Transferor Company and/or the Transferee Company restructure their respective share capital by way of share split or consolidation or any other similar corporate action before the Record Date, the share entitlement ratio set out in Clause 7.1 shall be suitably adjusted considering the effect of such corporate action, without requirement of any further approval from the shareholders of the respective Parties and/or the Appropriate Authority.

7.9 The Transferee Company New Equity Shares issued in terms of this Scheme will be listed and admitted to trading on the Stock Exchanges, in compliance of the SEBI Circulars and other relevant provisions as may be applicable. Such shares shall remain frozen in the depositories' system till relevant directions in relation to listing / trading are given by the Stock Exchanges.

7.10 The equity shares to be issued pursuant to this Scheme in respect of any equity shares of the Transferor Company which are held in abeyance under the provisions of Section 126 of the Act or otherwise shall pending allotment or settlement of dispute by order of Court or otherwise, be held in abeyance by the Transferee Company.

7.11 The Transferee Company New Equity Shares to be issued by the Transferee Company in respect of the equity shares of the Transferor Company held in the unclaimed suspense account or suspense escrow demat account shall be credited to unclaimed suspense account or suspense escrow demat account, as the case may be, of the

Transferee Company. The Transferee Company shall issue the Transferee Company New Equity Shares in lieu of the equity shares of the Transferor Company lying in the investor education and protection fund to the investor education and protection fund.

## **8. ACCOUNTING TREATMENT**

- 8.1 Upon the Scheme being effective and with effect from the Appointed Date, the Transferee Company shall account for the amalgamation of the Transferor Company into and with the Transferee Company in its books of accounts in compliance with the Indian Accounting Standard 103 on Business Combinations and other Indian Accounting Standards, as applicable, and as notified under Section 133 of the Act read with the rules issued thereunder and other generally accepted accounting principles in India in the following manner:
  - 8.1.1 All the assets including intangible assets and goodwill, whether recorded in the books of accounts of the Transferor Company or not, and liabilities and reserves (if any) of the Transferor Company transferred to and vested in the Transferee Company pursuant to this Scheme shall be recorded in the books of accounts of the Transferee Company at the carrying value of assets, liabilities and reserves pertaining to the Transferor Company as appearing in the consolidated financial statements of the Transferee Company as at the Appointed Date (i.e. fair values as determined by the independent valuer as per the acquisition method under Ind AS 103 after necessary adjustments, if any);
  - 8.1.2 Equity shares issued as per Clause 7.1 above will be recorded at face value;
  - 8.1.3 The difference between the aggregate value of net assets (after considering the values as arrived under Clause 8.1.1 above) of the Transferor Company acquired by the Transferee Company upon their transfer to and vesting in the Transferee Company under the Scheme and the amount of investment held by the Transferee Company as appearing in the books of the Transferee Company and equity shares issued as per Clause 8.1.2 above, as on the Appointed Date shall be credited to 'Capital Reserves Account' or debited to 'Retained earnings', as the case may be;
  - 8.1.4 Upon coming into effect of this Scheme, to the extent that there are inter-company loans, advances, deposits balances or other obligations amongst the Transferor Company and the Transferee Company, the obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of accounts and records of the Transferee Company for the reduction of any assets or liabilities as the case may be;
  - 8.1.5 In case there is any difference in the accounting policies adopted by the Transferor Company and the Transferee Company, the accounting policies followed by the Transferee Company will prevail and the difference will be quantified and adjusted in the reserves to ensure that the financial statements

of the Transferee Company reflect the financial position on the basis of consistent accounting policy; and

8.1.6 In addition, the Transferee Company shall pass such accounting entries, as may be necessary, in connection with this Scheme, to comply with any of the applicable accounting standards and generally accepted accounting principles adopted in India.

8.2 Notwithstanding anything contained in any other Clause in the Scheme, upon the Scheme becoming effective, the Transferor Company shall stand dissolved without winding up. Accordingly, there is no accounting treatment prescribed which would have any impact or need to be reflected in the books of the Transferor Company.

**9. COMBINATION OF AUTHORISED SHARE CAPITAL**

9.1 Upon the effectiveness of this Scheme, the authorised share capital of the Transferor Companies as on the Effective Date will be combined with the authorised share capital of the Transferee Company and accordingly the authorised share capital of the Transferee Company shall stand increased without any further act, instrument or deed on the part of Transferee Company and subject to the payment of any differential stamp duty and fees to RoC, if applicable.

9.2 The memorandum of association and articles of association of the Transferee Company (relating to the authorized share capital) shall, without any further act, instrument or deed, stand altered, modified and amended, and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Section 13, Section 14, Section 61 or any other applicable provisions of the Act, would be required to be separately passed. For this purpose, the filing fees and stamp duty already paid by the Transferor Company on its authorized share capital shall be utilized and applied to the increased share capital of the Transferee Company, and shall be deemed to have been so paid by the Transferee Company on such combined authorised share capital and accordingly, the Transferee Company shall not be required to pay any fees/ stamp duty on the authorised share capital so increased.

9.3 Consequentially, Clause V of the memorandum of association of the Transferee Company shall without any act, instrument or deed be and stand be replaced by the following clause, reflecting the increased combined authorised share capital as per Clause 9.1 above, pursuant to Sections 13, 14, 61, 64, and other applicable provisions of the Act:

*“The authorized share capital of the Company is INR 2,553,000,000 (Rupees Two Hundred Fifty Five Crores Thirty Lakhs) divided into: (i) 4,60,600,000 (Forty Six Crores Six Lakhs) equity shares of INR 5 (Rupees Five) each; (ii) 25,00,000 preference shares of INR 100 (one hundred) each.”*

9.4 It is clarified that the approval of the Tribunal to the Scheme shall be deemed to be consent/ approval of the members of the Transferee Company also to the alteration

of the memorandum and articles of association of the Transferee Company as may be required under the Act.

## **10. TAXES / DUTIES / CESS**

10.1 This Scheme has been drawn up to comply with the conditions as specified under Section 2(1B) and other applicable provisions of the Income Tax Act. If any of the terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section at a later date including resulting from a retrospective amendment of law or for any other reason whatsoever, till the time the Scheme becomes effective, the provisions of the said section of the Income Tax Act shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) and other relevant provisions of the Income Tax Act. Such modification will, however, not affect the other parts of the Scheme.

10.2 Upon the effectiveness of the Scheme, by operation of law pursuant to the order of the Tribunal:

10.2.1 Taxes, whether direct or indirect, of whatsoever nature including advance tax, self-assessment tax, regular assessment taxes, tax deducted at source, tax collected at source, dividend distribution tax, tax credits, input tax credit on Goods and Services Tax, if any, paid by the Transferor Company shall be treated as paid by the Transferee Company and it shall be entitled to claim the credit, refund, adjustment for the same as may be applicable notwithstanding that challans or records may be in the name of the Transferor Company. Further, any tax deducted at source by the Transferor Company / the Transferee Company on payables to the Transferee Company / the Transferor Company, respectively, which income shall not be accrued in the books pursuant to the Scheme, shall also be deemed to be advance taxes paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly;

10.2.2 the Transferor Company / the Transferee Company is expressly permitted to revise and file their income tax returns and other statutory returns, along with the necessary prescribed forms, filings and annexures even beyond the due date, if required, including tax deducted / collected at source returns, service tax returns, excise tax returns, sales tax / value added tax / goods and service tax returns, as may be applicable and has expressly reserved the right to make such provision in its returns and to claim refunds, advance tax credits, credit of tax deducted at source, credit of foreign taxes paid / withheld, etc. if any, as may be required for the purposes of / consequent to implementation of the Scheme. All compliances undertaken by the Transferor Company from the Appointed Date till the Effective Date will be considered as compliances undertaken by the Transferee Company. The Transferee Company shall be entitled to credit of the tax paid including, but not limited to, credit of the advance tax, self-assessment tax, tax deducted at source, tax collected at source and credit under Goods and Services Tax law, in relation to the Transferor Company, for the period between the Appointed Date and the Effective Date;

10.2.3 It is hereby clarified that in case of any refunds, benefits, incentives, grants, subsidies, rebate, etc., the Transferee Company, if so required, shall issue notice in the name of the Transferor Company in such form as it may deem fit and proper stating that pursuant to the Tribunal having sanctioned this Scheme under Sections 230 to 232 of the Act, the relevant refund, benefit, incentive, grant, subsidies, rebate, etc. granted by any Government Body, local authority or by any other person under the Tax Laws due to the Transferor Company shall stand vested in the Transferee Company and the above benefits be paid or made good or held on account of the Transferee Company, as the person entitled thereto, to the end and intent that the right of the Transferor Company to recover or realise or claim such benefit or incentives or unutilised credits, stands transferred to the Transferee Company. All taxes / credits including income-tax, sales tax, excise duty, custom duty, service tax, value added tax, goods and service tax or any other direct or indirect taxes as may be applicable, etc. paid or payable by the Transferor Company before the Appointed Date, shall be on account of the Transferor Company. All the expenses incurred by the Transferor Company and the Transferee Company in relation to the amalgamation of the Transferor Company with the Transferee Company in accordance with this Scheme, including stamp duty expenses, if any, shall be allowed as deduction to the Transferee Company in accordance with Section 35DD of the Income Tax Act over a period of five (5) years beginning with the financial year in which this Scheme becomes effective; and

10.2.4 Obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company, under Tax Laws or other Applicable Laws / regulations dealing with Taxes / duties / levies duly complied by the Transferor Company shall be made or deemed to have been made and duly complied with by the Transferee Company.

## **11. DISSOLUTION OF THE TRANSFEROR COMPANY**

Upon the Scheme becoming effective, the Transferor Company shall stand dissolved without winding up and the Board and any committees thereof shall without any further act, instrument or deed be and stand discharged. On and from the Effective Date, the name of the Transferor Company shall be deemed to be struck off from the records of the RoC.

## **12. IMPACT OF THE SCHEME ON NON-CONVERTIBLE DEBENTURE HOLDERS OF THE TRANSFeree COMPANY**

12.1 Pursuant to this Scheme, there will be no change in terms and conditions of the NCDs of the Transferee Company. Details of NCDs of the Transferee Company listed on NSE, are set out in **Schedule I** hereto.

12.2 Pursuant to the Scheme, the holders of the NCDs of the Transferee Company as on the Effective Date will continue to hold the NCDs, without any interruption and on the same terms including the coupon rate, the tenure, the redemption price, quantum, and the nature of security, ISIN etc. A certificate from the statutory auditor of the

Transferee Company certifying the payment/ repayment capability of the Company against the outstanding NCDs is referred to in Schedule I hereto.

- 12.3 The NCDs of the Company will continue to be freely tradeable and listed on NSE, thereby providing liquidity to the holders of the NCDs and accordingly, no exit offer is provided to holders of NCDs of the Company. Accordingly, this Scheme will have no adverse impact on the holders of the NCDs of the Company.
- 12.4 In view of provisions of this Clause 12, the Scheme will not have any adverse impact on the holders of the NCDs.

### **PART - III**

#### **ANCILLARY PROVISIONS AND GENERAL TERMS & CONDITIONS**

##### **13. VALIDITY OF EXISTING RESOLUTIONS, ETC.**

- 13.1 Upon this Scheme coming into effect, the resolutions / power of attorneys / letter of authority(ies) executed by the Transferor Company and that are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions, power of attorney and letter of authority(ies) passed / executed by the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the Act or any other applicable statutory provisions, then such limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the new aggregate limits for each of the subject matters covered under such resolutions for the purpose of the Transferee Company.
- 13.2 Without prejudice to the generality of Clause 13.1 above, upon the Scheme coming into effect, the borrowing limit of the Transferee Company under Section 180(1)(c) of the Act shall be increased to INR 28,000 crore (*Twenty Eight Thousand Crore only*).
- 13.3 Without prejudice to the generality of Clause 13.1 above, upon the Scheme coming into effect, the limit under Section 180(1)(a) of the Act shall be increased in relation to creation or modification of security, mortgage, charges and hypothecation as may be necessary on the assets of the Transferee Company, in favour of the lenders and trustees of the holders of debentures/ bonds and/ or other instruments for the borrowings such that the outstanding amount of debt at any point of time does not exceed the limits mentioned in Clause 13.2 above.

##### **14. DIVIDENDS**

- 14.1 The Parties shall be entitled to declare and pay dividends to their respective shareholders in the ordinary course of business, whether interim or final.
- 14.2 It is clarified that the aforesaid provisions in respect of declaration of dividends (whether interim or final) are enabling provisions only and shall not be deemed to confer any right on any shareholder of any of the Parties, as the case may be, to demand or claim or be entitled to any dividends which, subject to the provisions of

the Act, shall be entirely at the discretion of the Board of respective Parties, and subject to approval, if required, of the shareholders of the respective Parties.

## **15. FACILITATION PROVISION**

- 15.1 Notwithstanding anything contained in this Scheme, on and after the Effective Date, until any property, asset, license, Permit, contract, agreement and rights and benefits arising therefrom pertaining to the Transferor Company, as the case may be, are recorded, effected and / or perfected, in the records of any Appropriate Authority or otherwise, in favour of the Transferee Company, the Transferee Company is deemed to be authorized to enjoy the property, asset or the rights and benefits arising from the license, Permit, contract or agreement as if they were the owner of such property or asset or as if they were the original party to the license, Permit, contract or agreement.
- 15.2 The Transferee Company may, from time to time, in accordance with Act, rules and regulations framed by the SEBI including the SEBI (Issue of Capital and Disclosure) Regulations, 2018, SEBI (Issue and Listing of Non-Convertible Securities), Regulations 2021, and other Applicable Laws, issue securities to any Person (including by way of a rights issue, preferential allotment, private placement, qualified institutional placement, or any other permissible manner) at a price which is not lower than the base price computed for determining the share swap under this Scheme.
- 15.3 Upon the Scheme being effective, all contracts, agreements (including joint venture agreements, memorandum of understandings, consortium agreements), undertakings of whatsoever nature, whether written or otherwise, deeds, bonds, arrangements, service agreements, or other instruments, executed between the Transferor Company and its related parties, shall stand transferred to and vested in the Transferee Company, pursuant to this Scheme, and approval as required under Section 188 of the Act and Regulation 23 of the SEBI LODR Regulations shall be deemed to be obtained by the Transferee Company.
- 15.4 In terms of Regulation 23 read with Regulation 2(1)(zc) of the SEBI LODR Regulations, the Transferor Company has taken approval of its Audit Committee and, in certain cases, its shareholders for the related party transaction(s) (as defined in SEBI LODR Regulations) entered between itself and its related parties. Upon effectiveness of the Scheme, the Transferee Company will step into the shoes of the Transferor Company with respect to such related party transaction(s) and shall become party on the same terms and conditions. As an integral part of this Scheme, the approval of the Audit Committee and shareholders of the Transferor Company for such related party transaction(s) shall be deemed to be the approval, for the Transferee Company to be party to and undertake such related party transaction(s) on and with effect from the Appointed Date.
- 15.5 The Board of Transferee Company, upon effectiveness of the Scheme, shall always be deemed to have been authorized to do all the acts, deeds and things as may be required for and on behalf the Board of the Transferor Companies to give effect and implement the provisions of this Scheme, including executing any pleadings,

applications, instruments, forms, policies, schemes, filing of necessary particulars relating to mutation and/or substitution of the ownership or the title to or interest in the immovable properties of the Transferor Companies and/ or modifications of charge, fulfilling statutory obligations, approving, etc.

15.6 Notwithstanding anything to the contrary, if pursuant to the acquisition of equity shares of the Transferor Company under: (a) the respective share purchase agreements *inter alia* with the promoter of the Transferor Company and certain employees of the Transferor Company; and (b) the mandatory open offer made by the Transferee Company under Applicable Law, the shareholding of the Transferee Company exceeds 75% (seventy five percent) of the fully paid up equity share capital of the Transferor Company, in such case, the Transferee Company shall ensure that the Transferor Company satisfies the minimum public shareholding requirement prescribed under Applicable Laws prior to the Effective Date in the manner prescribed under Applicable Laws.

## **16. SAVING OF CONCLUDED TRANSACTIONS**

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

## **17. BUSINESS UNTIL EFFECTIVE DATE**

17.1 With effect from the date of approval of the Scheme by the respective Boards of the Parties and up to and including the Effective Date:

- 17.1.1 the Transferor Company shall carry on its business with reasonable diligence and business prudence and in the same manner as it has been hitherto conducting;
- 17.1.2 the Transferor Company may raise funds (without issue of further capital) through suitable mechanisms in accordance with Applicable Laws and subject to prior consent of the Transferee Company; and
- 17.1.3 the Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Appropriate Authorities concerned as necessary under Applicable Law for such consents, approvals and sanctions which the Transferee Company may require to carry on the business of the Transferor Company, as the case may be, and to give effect to the Scheme.

17.2 The Transferor Company with effect from the Appointed Date and up to and including the Effective Date:

- 17.2.1 shall be deemed to have been carrying on and shall carry on its respective businesses and activities and shall hold and stand possessed of its assets for and on account of, and in trust for the Transferee Company;

- 17.2.2 all profits or income arising or accruing to the Transferor Company and all Taxes paid / credits thereon (including but not limited to advance tax, tax deducted at source, dividend distribution tax, securities transaction tax, Taxes withheld / paid in a foreign country, income-tax, sales tax, excise duty, custom duty, service tax, value added tax, goods and services tax, etc.) by the Transferor Company in respect of the profits or activities or operation of the business or losses arising or incurred by the Transferor Company shall, be treated as and deemed to be the profits or income, taxes or losses or corresponding items as mentioned above of the Transferee Company and shall, in all proceedings, be dealt with accordingly; and
- 17.2.3 all loans raised and all liabilities and obligations undertaken by the Transferor Company after the Appointed Date and prior to the Effective Date, shall, subject to the terms of this Scheme, be deemed to have been raised, used or incurred for and on behalf of the Transferee Company in which it shall vest in terms of this Scheme and to the extent they are outstanding on the Effective Date, shall also, without any further act, instrument or deed be and be deemed to become the debts, liabilities, duties and obligations of the Transferee Company.

## **18. CONDITIONS PRECEDENT**

- 18.1 Unless otherwise decided (or waived to the extent permissible under Applicable Law) jointly by the Parties, the effectiveness of the Scheme is conditional upon and subject to:
  - 18.1.1 CCI (or any appellate authority in India which has appropriate jurisdiction) having granted approval (or being deemed, under Applicable Law, to have granted approval) for the transactions set out in this Scheme, and any conditions contained in such approval (or deemed approval) that are required to be satisfied at any time prior to the Effective Date having been so satisfied;
  - 18.1.2 receipt of no-objection/ observation letter from the Stock Exchanges in relation to this Scheme under Regulation 37 and Regulation 59A of the SEBI LODR Regulations;
  - 18.1.3 approval of this Scheme by the requisite majority of each class of shareholders and creditors of the Parties as applicable or as may be required under the Act and as may be directed by the Tribunal;
  - 18.1.4 the Parties complying with other provisions of the SEBI Circulars, including the seeking approval of the shareholders through e-voting. The Scheme shall be acted upon only if the votes cast by the public shareholders of the Transferor Company in favour of the proposal are more than the number of votes cast by the public shareholders against it as required under the SEBI Master Circular;
  - 18.1.5 the sanction of the Scheme by the Tribunal under Sections 230 to 232 of the Act;

- 18.1.6 certified/ authenticated copies of the order of the Tribunal, sanctioning the Scheme, being filed with the RoC by the Parties;
- 18.1.7 relevant approval or consent for this Scheme as may be required under Applicable Law from the Appropriate Authority hereto being obtained by the relevant Parties; and
- 18.1.8 any other conditions including any other necessary consents, approval or permission, as may be proposed by the Parties and mutually agreed between the Parties, prior or after the date of filing of the Scheme with the Tribunal, as conditions precedent to the effectiveness of the Scheme.

18.2 On the approval of this Scheme by the respective requisite majorities of the shareholders of each of the Parties as required under Applicable Law, such shareholders shall also be deemed to have resolved and accorded all relevant consents under the Act or otherwise to the same extent applicable in relation to the arrangement set out in this Scheme, related matters and this Scheme itself and shall not cause or be required to pass separate resolutions to that effect.

## **19. APPLICATIONS / PETITIONS TO THE TRIBUNAL**

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

## **20. MODIFICATION OR AMENDMENTS TO THIS SCHEME**

- 20.1 The Board of the Parties may make any modifications or amendments to any matter affecting this Scheme. Such modifications or amendments may be made at any time and for any reason whatsoever, or which may otherwise be considered necessary, desirable or appropriate.
- 20.2 The Boards of the relevant Parties may consent to any conditions or limitations that the Tribunal or any other Appropriate Authority may impose.
- 20.3 For the purposes of giving effect to this Scheme or to any modification hereof, the Boards of the relevant Parties, acting jointly or individually, as may be relevant, give such directions including directions for settling any question or difficulty that may arise and such directions shall be binding on the Parties as if the same were specifically incorporated in this Scheme.

## **21. WITHDRAWAL OF THIS SCHEME AND NON-RECEIPT OF APPROVALS**

- 21.1 Parties, acting jointly, shall be at liberty to withdraw the Scheme, any time before the Scheme is effective.
- 21.2 In the event of withdrawal of the Scheme under Clause 21.1 above, no rights and liabilities whatsoever shall accrue to or be incurred *inter se* the Parties or their respective shareholders or creditors or employees or any other Person.

21.3 In the event of any of the requisite sanctions and approvals not being obtained on or before such date as may be agreed to by the relevant Parties, this Scheme or relevant part(s) of this Scheme shall become null and void and each Party shall bear and pay its respective costs, charges and expenses for and/ or in connection with this Scheme.

## **22. COSTS AND EXPENSES**

All costs, charges and expenses (including, but not limited to, any taxes and duties, stamp duty, registration charges, etc.) of in relation to or in connection with the Scheme and incidental to the completion of transactions contemplated under this Scheme shall be borne and paid equally by the Parties, unless otherwise mutually agreed by the Parties in writing.

## Schedule I

### Details of NCDs of the Transferee Company listed on NSE as on 29 June 2025

|   |   |
|---|---|
| ISIN  | INE685A07082  |
| Face value  | As on 28.06.2025 - Rs 1,42,840  |
| No. of NCDs   | 10,000  |
| Dividend/ Coupon  | <p>Coupon Type: Floating</p> <p>Coupon rate [Benchmark + Spread] % p.a.</p> <p>Benchmark: 182 days GOI TBILL rate published by RBI for the latest auction carried out prior to Interest reset date.</p> <p>Spread: 1.72% p.a.</p> <p>Coupon reset at an interval of every six months.</p> <p>Latest applicable coupon rate post reset: 7.15% p.a.</p> |
| Term of payment of dividends/ coupon including frequency etc. | Coupon payment frequency: Annual  |
| Credit Rating   | <ol style="list-style-type: none"> <li>ICRA Ltd has assigned credit rating of [ICRA] AA+ (Stable).</li> <li>India Ratings and Research Private Limited ("India Ratings") has assigned rating of IND AA+ (Stable).</li> </ol>  |
| Tenure/ Maturity  | 8 Years / December 12, 2025   |
| The terms of redemption                                       | 7 equal annual repayments starting from end of 2 <sup>nd</sup> year from the date of allotment  |
| Amount of redemption  | <p>Redemption already done as per redemption schedule:</p> <p>13-Dec-2019 -Rs 1,42,860.00 per NCD</p> <p>14-Dec-2020 -Rs 1,42,860.00 per NCD</p> <p>14-Dec-2021 -Rs 1,42,860.00 per NCD</p> <p>14-Dec-2022 -Rs 1,42,860.00 per NCD</p> <p>14-Dec-2023- Rs 1,42,860,00 per NCD</p> <p>13-Dec-2024 -Rs 1,42,860.00 per NCD</p>                          |

|   |   |
|---|---|
|   | Next due dates and amount for redemption:<br><br>12-Dec-2025 Rs 1,42,840.00 per NCD   |
| Date of redemption  | Redemption already done as per redemption schedule:<br><br>13-Dec-2019 Rs 1,42,860.00 per NCD<br><br>14-Dec-2020 Rs 1,42,860.00 per NCD<br><br>14-Dec-2021 Rs 1,42,860.00 per NCD<br><br>14-Dec-2022 Rs 1,42,860.00 per NCD<br><br>14-Dec-2023 Rs 1,42,860.00 per NCD<br><br>13-Dec-2024 Rs 1,42,860.00 per NCD<br><br>Next due dates for redemption:<br><br>12-Dec-2025 Rs 1,42,840.00 per NCD |
| Redemption premium/ discount  | Not Applicable. Redemption at par   |
| Early redemption scenarios, if any  | Not Applicable  |
| Safeguards for the protection of holders of NCDs  | Not Applicable  |
| Exit offer to the dissenting holders of NCDs, if any  | Not Applicable  |
| Other embedded features (put option, call option, dates, notification times etc.)               | Put / Call date: December 14, 2022<br>The said option was not exercised hence the NCDs will mature on 12 <sup>th</sup> December, 2025 in accordance with the redemption schedule.   |
| Other terms of instruments  | Not Applicable  |
| Latest audited financials along with notes to accounts and any audit qualifications             | <a href="https://www.torrentpharma.com/investors/financial-info/quarterly-results/">https://www.torrentpharma.com/investors/financial-info/quarterly-results/</a>   |
| An auditors' certificate certifying the payment/ repayment capability of the Transferee Company | <a href="https://www.torrentpharma.com/">https://www.torrentpharma.com/</a>   |

|   |   |
|---|---|
| Fairness Report   | <a href="https://www.torrentpharma.com/">https://www.torrentpharma.com/</a> |
| Any other information/details pertinent for holders of NCDs | Not Applicable  |
| Name of debenture trustee                                   | IDBI TRUSTEESHIP SERVICES LIMITED   |

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**FOR TORRENT PHARMACEUTICALS LIMITED,**

**CHINTAN TRIVEDI  
COMPANY SECRETARY & COMPLIANCE OFFICER  
MEMBERSHIP NO. A22769**

**FOR J.B. CHEMICALS & PHARMACEUTICALS LIMITED,**

**SANDEEP PHADNIS  
VICE PRESIDENT - SECRETARIAL & COMPANY SECRETARY  
MEMBERSHIP NO. A11530**