

November 29, 2017

The Listing Department
National Stock Exchange of India Limited
Exchange Plaza, 5th Floor, C-1 Block G
Bandra Kurla Complex,
Bandra (E), Mumbai-400051

The Corporate Relationship Department
Bombay Stock Exchange Limited
1st Floor, Phiroze Jeejeebhoy Towers,
Dalal Street, Mumbai-400001

Dear Sir/Madam,

Sub: Disclosure of Scheme of Amalgamation pursuant to Regulation 37 of the SEBI (Listing Obligation & Disclosure Requirements) Regulations, 2015 read with Notification No. SEBI/LAD/NRO/GN/2016-17/029 dated 15th February, 2017 and Circular no. CFD/DIL3/CIR/2017/21 dated 10th March, 2017 respectively.

Ref: Company's Letter dated 12th May, 2017

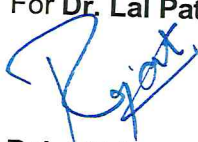
In furtherance to Company's letter dated May 12, 2017 and in terms of the captioned circulars and Regulation 37 of SEBI (LODR) Regulations, 2015, please find enclosed herewith the draft Scheme of Amalgamation between Dr. Lal PathLabs Limited ("The transferee Company") and Delta Ria and Pathology Private Limited ("The transferor Company"), a wholly owned subsidiary of the transferee Company with effect from April 1, 2017 ("Appointed Date") for your information.

The scheme is conditional upon and subject, inter alia, to sanction of the same by the Hon'ble National Company Law Tribunal ("NCLT").

Thanking you,

Yours faithfully,

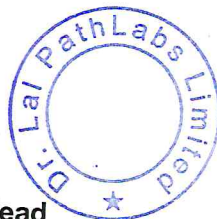
For **Dr. Lal PathLabs Limited**



Rajat Kalra

Company Secretary & Legal Head

Encl.: as above



SCHEME OF AMALGAMATION

BY & BETWEEN

DELTA RIA AND PATHOLOGY PRIVATE LIMITED

.....Transferor Company

WITH

DR. LAL PATHLABS LIMITED

.....Transferee Company

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

(Under Sections 230 to 232 of the Company Act, 2013)



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PART A
DESCRIPTIONS OF THE COMPANY

- 1.1 Delta Ria and Pathology Private Limited ("**Transferor Company**") is a private company, limited by shares incorporated under the provisions of the Companies Act, 1956, having its registered office at 77, Motia Talab, Near Tajul Masjid, Bhopal-462001, Madhya Pradesh.
- 1.2 Dr. Lal PathLabs Limited, ("**Transferee Company**"), is a public listed company, limited by shares incorporated under the provisions of the Companies Act, 1956, having its registered office at Block-E, Sector-18 Rohini, , New Delhi-110085.

PART B
RATIONALE OF THE SCHEME OF AMALGAMATION

- 2.1 The amalgamation will facilitate consolidation of the businesses of the Transferor Company and the Transferee Company into a single corporate operation;
- 2.2 The amalgamation of the Transferor Company into the Transferee Company would create synergies of operations besides economies in administrative and managerial costs by combining operations and would result in improved performance for the amalgamated Transferee Company and would enhance the shareholders' value;
- 2.3 Elimination of administrative functions and multiple record-keeping, thus resulting in reduced expenditure; and
- 2.4 The amalgamation will improve the management of the Transferee Company by combining the legal entities and the amalgamation will reduce expenditure by eliminating administrative functions and multiple record keeping.

PART C
DEFINITIONS AND SHARE CAPITAL

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

- 3.1 "**Act**" or "**the Act**" shall mean the Companies Act, 2013, and shall include any statutory modifications, re-enactment or amendments thereof.
- 3.2 "**Appointed Date**" means the [1st day of April, 2017] or such other date as the



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National Company Law Tribunal may direct.

- 3.3 **"Appropriate Authority"** means any governmental, statutory, regulatory, departmental or public body or authority of relevant jurisdiction, including Securities Exchange Board of India, Stock Exchanges, Registrar of Companies, National Company Law Tribunal and courts of India.
- 3.4 **"Board of Directors" or "Board"** means the board of directors of the Transferor Company and/or the Transferee Company, as the case may be, and shall include a duly constituted committee thereof.
- 3.5 **"Effective Date"** means the date on which certified copies of the order of the National Company Law Tribunal, Principal Bench, New Delhi and National Company Law Tribunal, Ahmedabad Bench sanctioning this Scheme, is filed with the Registrar of Companies, Delhi & Haryana at Delhi and Registrar of Companies, Madhya Pradesh at Gwalior.
- 3.6 **"National Company Law Tribunal"** means the National Company Law Tribunal, Principal Bench, New Delhi and National Company Law Tribunal, Ahmedabad Bench.
- 3.7 **"Shareholders"**, with respect to the Transferor Company and the Transferee Company, means, the persons registered from time to time, as the holders of the equity shares of the company concerned.
- 3.8 **"Transferor Company"** means Delta Ria and Pathology Private Limited, a company registered under the Companies Act, 1956 and having its registered office at 77, Motia Talab, Near Tajul Masjid, Bhopal-462001, Madhya Pradesh.
- 3.9 **"Transferee Company"** means "Dr. Lal PathLabs Limited", a company registered under the Companies Act, 1956 and having its registered office at Block-E, Sector-18 Rohini, , New Delhi-110085.
- 3.10 **"Scheme" or "the Scheme" or "this Scheme"** means this Scheme of Amalgamation in its present form or with any modification(s) approved or directed by the National Company Law Tribunal, Principal Bench, New Delhi and National Company Law Tribunal, Ahmedabad Bench.
- 3.11 **"Undertaking" or "the Undertaking"**, with respect to the Transferor Company, means:



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- (a) All the assets and properties as on the Appointed Date (hereinafter referred to as "the said assets")
- (b) All the debts, liabilities, duties and obligations as on the Appointed Date (herein after referred to as "the said liabilities");

Without prejudice to the generality sub-clause (a) above, the undertaking of the Transferor Company shall include without limitation, all the Transferor Company reserves and the authorized share capital, movable and immovable properties including investments, claims, powers, authorities, allotments, approvals, consents, registrations, contracts, engagements, arrangements, rights, credits, titles, interests, benefits, club memberships, advantages, leasehold rights, tenancy rights, other intangibles, industrial and other licenses, permits, authorizations, quota rights, trade marks, patents and other industrial and intellectual properties including domain names, import quotas, telephone, telex, facsimile and other communication facilities and equipment, rights and benefits of all agreements and all other interests, right and power of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals of whatsoever nature and whosoever situate, belonging to or in the ownership, power or possession or control of the Transferor Company as on the Appointed Date and thereafter.

Other expressions used in this Scheme and not expressly defined herein shall carry the same meaning as is given to them in the Companies Act, 1956/ 2013.

4. SHARE CAPITAL:

Details of the share capital of the Company as on March 31, 2017 are given below:

4.1 TRANSFEROR COMPANY:

Authorised Share Capital	Amount Rs.
5,000 Equity Shares of Rs.100/- each	5,00,000/-
Issued, Subscribed and Paid-up Capital	Amount Rs.
4,110 Equity Shares of Rs.100/- each, fully paid	4,11,000/-

Subsequent to 31.03.2017, and upto the date of approval of this Scheme by the Board of Transferor Company, there has been no change in the authorised, issued, subscribed and paid up share capital of the Transferor Company.



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4.2 TRANSFeree COMPANY:

Authorised Share Capital	Amount Rs.
10,79,00,000 Equity Shares of Rs.10/- each	1,07,90,00,000/-
Issued, Subscribed and Paid-up Capital	Amount Rs.
8,30,66,184 Equity Shares of Rs.10/- each, fully paid	83,0661840 ,970/-

Subsequent to 31.03.2017, and upto the date of approval of this Scheme by the Board of Transferee Company, there has been no change in the authorised, issued, subscribed and paid up share capital of the Transferee Company.

5. GENERAL DISCLOSURES

5.1 The Transferor Company is a Private Limited Company incorporated on 1.09.1993 in the name and style of Delta Ria and Pathology Private Limited under the Companies Act, 1956 with CIN U85110MP1993PTC007849 and PAN AAACD3377J having an email id rajat.kalra@lalpathlabs.com and registered office at 77, Motia Talab, Near Tajul Masjid, Bhopal-462001, Madhya Pradesh. The following are the main objects of the Transferor Company:

1. To establish and run a latest sophisticated computerised PATHOLOGY & RADIO IMMUNO ASSAY (RIA) laboratory to carry out the investigation of patients in all disciplines of medical sciences and in all therapies of medical treatment.
2. To establish and run Diagnostics Centres, Health Centres, Medical Research Centres and Laboratories, Hospitals, Medical Gas Service Centres, Blood Bank Service Centres, Immunisation Centres, Research Centres, Nursing Homes, Convalescence Homes, Clinics, Polyclinics and Medical Consultancy Centres, and to apply or provide utility articles and service to the patients, and to otherwise aid medical personnel for medical reliefs.
3. To carry on the business as dealers in and manufacturers of surgicals, scientific equipments, appliances, accessories of all types and descriptions.

5.2 The Transferor Company had earned/incurred a profit/loss of INR 44,11,23.41 and had a turnover of INR 42,54,581 (includes other income as well during the Financial Year ended 31st March, 2016.



- 5.3 There was no qualification, reservation or adverse remark on disclaimer made by the Auditors in their Audit Report obtained for the FY ended 31st March, 2016 of the Transferor Company.
- 5.4 There is no investigation or proceeding pending against the Transferor Company.
- 5.5 The shares of the Transferor Company are not listed on any stock Exchange.
- 5.6 The Transferee Company is now a Public Limited Company originally incorporated on 14.02.1995 in the name and style of Dr. Lal Pathlabs Private Limited under the Companies Act, 1956 with CIN L74899DL1995PLC065388. The Transferor Company having PAN AAACD5305N with email id rajat.kalra@lalpathlabs.com and registered office at Block-E, Sector-18 Rohini, , New Delhi-110085. The following are the main objects of the Transferee Company:
1. To set up, engage, collaborate, acquire, purchase, maintain, open collection centres, conduct, manage, administer, own, run laboratories for the purposes of carrying out pathological investigations of various branches of Bio-Chemistry, Hematology, Histopathology, Microbiology, Electrophoresis, immuno-chemistry, Immunology, Virology, cytology and other pathological investigations.
 2. To carry on the business of rendering services for handling, receiving within India or outside India, for pathological investigation purposes, the human blood, blood products, plasma, zorum, body fluids, tissues, drugs, powder etc.
 3. To carry on the business of manufacture, importers, exporters, stockist, consignment agents, sole selling agents, commission agents, dealers in all kinds of pathological solvents, equipments, disposable syringes, life saving devices, drugs, pharmaceutical, medicinal and chemical preparations used for human beings.
- 5.7 The Transferee Company has earned an income of Rs. 125,75,08,719/- and had a turnover of Rs. 771,31,33,557/- during the Financial Year ended 31st March, 2016.
- 5.8 There was no qualification, reservation or adverse remark on disclaimer made by the Auditors in their Audit Report obtained for the FY ended 31st March, 2016 of the Transferee Company.



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- 5.9 There is no investigation or proceeding pending against the Transferee Company.
- 5.10 The shares of the Transferee Company are listed on Bombay Stock Exchange and National Stock Exchange of India.
- 5.11 The Scheme does not include Reduction in the Share Capital or Corporate Debt Restructuring, hence disclosures under Section 230 (2) (b) and 230 (2) (c) of the Companies Act, 2013 are not required to be made by the Transferor Company or the Transferee Company.

6. **DATE OF TAKING EFFECT AND OPERATIVE DATE**

The Scheme set out herein in its present form or with any modification(s) approved or directed by the National Company Law Tribunal or any other Appropriate Authority shall be effective from the Appointed Date mentioned herein, but shall be operative from the Effective Date.

PART D

**MERGER AND AMALGAMATION OF THE TRANSFEROR COMPANY
INTO THE TRANSFEE COMPANY**

S C H E M E

7. **TRANSFER AND VESTING OF THE UNDERTAKING OF THE TRANSFEROR COMPANY INTO THE TRANSFEE COMPANY:**

- 7.1. All the assets, properties, rights, interests and claims whatsoever of the Transferor Company and its entire undertaking (authorities, privileges, licences and rights in respect of moveable properties, immovable properties including lease hold (as illustratively listed in **Schedule 1**), tenancies, trademarks, fittings and fixtures, power connections, telephones, telex, fax, cash balances, reserves, securities, deposits, refunds, outstanding balances, stocks, investments, licenses including all the benefits and entitlements up to the Effective Date, accrued or earned goodwill and other rights and interests of all descriptions in or arising out of such properties as may belong to or be in possession of the Transferor Company and all books and accounts, and documents and records relating thereto) shall, without further act or deed, pursuant to Section 232(4) of the Act, be transferred to and vested in the Transferee Company with effect from the Appointed Date without any further



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act or deed, so as to become as and from the Appointed Date, the assets, properties, rights, interests and claims of the Transferee Company but subject nevertheless to all charges then affecting the same.

- 7.2. All the liabilities, debts, obligations and duties of the Transferor Company up to the Effective Date shall also stand transferred to and vested in the Transferee Company, with effect from the Appointed Date without any further act or deed, pursuant to Section 232(4) of the Act, so as to become as and from that date, the liabilities, debts, obligations and duties of the Transferee Company.
- 7.3. All long term, medium term, short term loans and other loans, secured and unsecured, undertaken by the Transferor Company from Banks and any other persons up to the Effective Date, shall stand transferred and become the liabilities of the Transferee Company and shall be discharged by the Transferee Company, in the same manner and on the same terms and conditions as applicable to the Transferor Company. Upon the Scheme being sanctioned by the National Company Law Tribunal, Principal Bench, New Delhi and National Company Law Tribunal, Ahmedabad Bench, a copy of Scheme being filed with the Registrar of Companies, Delhi & Haryana at Delhi and Registrar of Companies, Madhya Pradesh at Gwalior, all charges created in favour of the Transferor Company shall stand transferred in the Transferee Company.
- 7.4. All the licenses, permits, quotas, contracts, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status, licenses including those related to trademarks, know-how, technical know-how, trade names, descriptions, trading styles, franchise, labels, label designs, colour schemes, utility models, holograms, bar codes, designs, patents, copyrights, tenancies, privileges and any rights, titles or interest in intellectual property rights, powers. Facilities of every kind of description of whatsoever nature (as illustratively listed out in **Schedule 2**) hereto, and other benefits and privileges enjoyed or confirmed or held or availed of by Transferor Company and all rights and benefits that have accrued or which may accrue to the transferor Company whether before or after the Appointed Date, shall, under the provisions of Section 230 to 232 of the Act and all other applicable provisions if any without any further act, instrument or deed, cost or charge be and hereby stand transferred to and vested in or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become as and from the Appointed Date, licenses, permits, quotas, contracts (together with all non-compete covenants) approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status, licenses including those related to trademarks, know-how, technical know-how, trade names, descriptions,



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trading styles, franchise, labels, label designs, colour schemes, utility models, holograms, bar codes, designs, patents, copyrights, tenancies, privileges and any rights, titles or interest in Intellectual property rights, powers, facilities of every kind of description of whatsoever nature and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and condition and shall be appropriately registered by relevant statutory authorities in favour of the Transferee Company pursuant to this scheme in order to facilitate the continuation of operations of the Transferor Company in the Transferee Company without any hindrances on the Appointed Date.

- 7.5. Upon the Scheme being sanctioned by the National Company Law Tribunal, Principal Bench, New Delhi and National Company Law Tribunal, Ahmedabad Bench, a copy of Scheme being filed with the Registrar of Companies, Delhi & Haryana at Delhi and National Company Law Tribunal, Ahmedabad Bench, all legal proceedings then pending by or against the Transferor Company shall thereafter be continued by or against the Transferee Company.
- 7.6. The transfer and vesting of the Undertaking of the Transferor Company and the assets, rights, powers and property, liabilities, obligations and duties, under clauses 7.1, 7.2, 7.3 and 7.4 hereof and the continuance by the Transferee Company under clause 7.5 hereof, of all proceedings by or against the Transferor Company in the ordinary course of business on and after the Appointed Date, shall be to the end and intent, that the Transferee Company accepts on behalf of itself, all acts, deeds and things done and executed by the Transferor Company on or after the Appointed Date and up to the Effective Date.
- 7.7. (a) On and with effect from the Appointed Date and until the Effective Date, the Transferor Company shall be deemed to have been carrying on its business and activities for and on account of the Transferee Company and all Income and Profits accruing or Losses incurred by the Transferor Company from and after the Appointed Date and up to the Effective Date, shall for all purposes be treated as Income, Profits or Losses, as the case may be, of the Transferee Company, available for being disposed off or absorbed or otherwise dealt with, in such manner as the Transferee Company shall deem fit.
- b) The Transferee Company, may, as on and from the Effective Date, carry on, either in the Transferee Company's own name or in the name of the Transferor Company, as the circumstances may require, such of the business, contracts, transactions etc. of the Transferor Company, as are unfinished or incomplete and as may be necessary to be transacted and completed.



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- 7.8. Subject to the other provisions contained in this Scheme, all contracts, deeds, agreements, bonds and other instruments of whatsoever nature, subsisting or having effect immediately before the Effective Date, to which the Transferor Company are a party, shall be in as full force and effect against or in favour of the Transferee Company, as if the Transferee Company had been a party thereto.
- 7.9. The transfer under Clauses 7.1, 7.2, 7.3 and 7.4 hereof, of the Undertaking, properties and liabilities of the Transferor Company and the continuance of the proceedings by or against the Transferee Company under Clause 7.5. hereof, shall not affect any transactions or proceedings already concluded by the Transferor Company on and after the Appointed Date and the Transferee Company shall accept and adopt all such transactions or proceedings, as if done and executed on behalf of or by itself. Furthermore, as from the Appointed Date, the Transferor Company shall be deemed to have carried on and to be carrying on business on behalf of the Transferee Company until such time as this Scheme becomes effective and shall account to, and be entitled to be indemnified by, the Transferee Company.

8. **CONSIDERATION:**

- 8.1. Since the Transferor Company is the wholly owned subsidiary of the Transferee Company, upon the Scheme being sanctioned by the Hon'ble Tribunal and the transfer having been effected as provided hereinabove, all the equity shares held by the Transferee Company and its Nominees in the Transferor Company shall be cancelled and extinguished as on the Appointed Date. Accordingly, there will be no issue and allotment of equity shares of the Transferee Company to the Shareholders of the Transferor Company upon this Scheme becoming effective.
- 8.2. The Authorized Share Capital of the Transferor Company shall be added to and shall form part of the Authorized Share Capital of the Transferee Company. Accordingly, the Authorized Share Capital of the Transferee Company shall stand increased to the extent without payment of any fees or charges to the Registrar of Companies.
- 8.3. In view of the above proposition the interest of shareholders of Transferee Company is not affected in any manner whatsoever. There will be no introduction of new shareholders or issue of new shares by Transferee Company subsequent to amalgamation of the Transferor Company. Since the Transferor Company is held and owned entirely by the Transferee Company and exercise of proposed



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amalgamation is only resulting in consolidation of the Transferor Company in the balance sheet of the Transferee Company

9. **ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEE COMPANY:**

- 9.1 The Transferee Company shall account the amalgamation of the Transferor Company as per the pooling of interest method as set-out in Indian Accounting Standard (IND AS 103) and/or other applicable Accounting Standards as specified under section 133 of Companies Act, 2013.
- 9.2 The Transferee Company shall, upon the Scheme being sanctioned by the National Company Law Tribunal, record the assets and liabilities of the Transferor Company vested in it pursuant to this Scheme, at the respective book values thereof as appearing in the books of the Transferor Company, prepared in accordance with Indian Accounting Standards..
- 9.3 Amounts lying in the balance of the "Profit and Loss Account" in the books of account of the Transferor Company shall be adjusted by the Transferee Company to its "Profit and Loss Account."
- 9.4 The inter-company balances between the Transferee Company and the Transferor Company, if any appearing in the books of the Transferee Company shall stand cancelled. Further, the value of investments held by the Transferee Company in the Transferor Company on the Appointed Dated shall stand cancelled pursuant to merger.
- 9.5 The difference between the share-capital of the Transferor Company and the book value of the investments cancelled in terms of Clause 9.4 above shall be transferred to Capital Reserve and would be presented separately from other capital reserves in the books of the Transferee Company.
- 9.6 Subject to the above, the reserves of the Transferor Company will be incorporated in the books of the Transferee Company in the same form as they appeared in the financial statements, prepared in accordance with Indian Accounting Standards, of the Transferor Company.
- 9.7 Further, in case of any difference in accounting policy between the Transferor Company and the Transferee Company, the impact of the same till the amalgamation will be quantified and adjusted in the Retained earnings of the Transferee Company, to ensure that the financial statements of the



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

10. **TRANSACTIONS RELATING TO THE TRANSFEROR COMPANY BETWEEN APPOINTED DATE AND EFFECTIVE DATE:**

During the period between the Appointed Date and the Effective Date:

- 10.1 The Transferor Company shall carry on and be deemed to have carried on its business and activities for and on account of and in trust for the Transferee Company;
- 10.2 The Transferor Company shall carry on business and activities in the ordinary course of business with reasonable diligence and business prudence; and
- 10.3 All the profits or income accruing or arising to the Transferor Company or expenditure or losses arising or incurred by the Transferor Company shall for all purposes be treated and deemed to be and accrue as the profits or income or expenditure or losses (as the case may be) of the Transferee Company.

11. **STAFF, WORKMEN & EMPLOYEES:**

- 11.1 On the Scheme becoming effective, all staff, workmen and employees (as illustratively listed out in **Schedule 3**) of the Transferor Company, in service on the Effective Date, shall be deemed to have become staff, workmen and employees of the Transferee Company, with effect from the Appointed Date, without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Transferee Company shall not be less favourable than those applicable to them prior to the Appointed Date.
- 11.2 As far as the Provident Fund, Gratuity Fund, Superannuation Fund or any other special fund created or existing for the benefit of such employees of the Transferor Company are concerned, on and from the Effective Date, the Transferee Company shall stand substituted for the Transferor Company for all the purposes whatsoever related to administration or operation of such funds in accordance with provisions of such funds according to the terms provided in the respective trust deeds or other documents. It is clarified that the services of such employees of the Transferor Company will be treated as having been continuous and not interrupted for the purposes of such funds.

12. **LEGAL PROCEEDINGS:**

- 12.1 All legal proceedings of whatsoever nature by or against the Transferor Company



pending at the Appointed Date and or arising after the Appointed Date till the Effective Date, shall be continued and enforced by or against the Transferee Company in the manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company, as and from the Effective Date.

- 12.2. After the Appointed Date, if any proceedings are taken against the Transferor Company in respect of the matters referred to in Clause 12.1 it shall defend the same at the cost of the Transferee Company and the Transferee Company shall reimburse and indemnify the Transferor Company against all liabilities and obligations incurred by the Transferor Company in respect thereof.
- 12.3. The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company referred to in Clause 12.1, transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company to the exclusion of the Transferor Company.

PART C

GENERAL TERMS AND CONDITIONS

13. **CONDITIONALITY OF THE SCHEME:**

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

- 13.1 The requisite consent, approval or permission of the Central Government or any other statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme;
- 13.2 The approval of requisite majority of members and creditors of the Transferor Company and Transferee Company, as may be directed by National Company Law Tribunal.
- 13.2 The certified copies of the orders of the National Company Law Tribunal under Sections 230 to 232 of the Act sanctioning the Scheme are filed with the Registrar of Companies, Delhi and Haryana and the Registrar of Companies, Madhya Pradesh at Gwalior respectively; and
- 13.3 Compliance with such other conditions as may be imposed by the National Company Law Tribunal.



14. **APPLICATION TO NATIONAL COMPANY LAW TRIBUNAL:**

The Transferor Company and the Transferee Company shall, with all reasonable diligence, make and pursue applications to the National Company Law Tribunal, Principal Bench, New Delhi and National Company Law Tribunal, Ahmedabad Bench for sanctioning this Scheme of Amalgamation under Section 230 and 232 of the Act for carrying this Scheme into effect and for dissolution of the Transferor Company without winding up.

15. **MODIFICATIONS:**

The Scheme is subject to such modifications as the National Company Law Tribunal may impose, and/or the Directors of the Company concerned may effect or assent to, on behalf of all concerned and the Directors of each Company may do such other acts, deeds and things as may be necessary for carrying this Scheme into effect. The Transferee Company and the Transferor Company by their respective Board of Directors shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/ or any matter concerned or connected therewith.

16. This Scheme shall not in any manner affect the right of any of the creditors of the Transferor Company, who shall continue to enjoy all such rights against the Transferee Company, as they had against the Transferor Company.

17. This Scheme shall become operative as soon as the certified copy of the order of the National Company Law Tribunal, Principal Bench, New Delhi, and National Company Law Tribunal, Ahmedabad Bench sanctioning and confirming this Scheme is filed with the Registrar of Companies, Delhi & Haryana at Delhi and Registrar of Companies, Madhya Pradesh at Gwalior. Upon coming into effect of the Scheme, all permissions, licenses, approvals, incentives, remissions, tax-incentives, consents, sanctions, and other authorizations, pertaining to the activities of the Transferor Company, to which the Transferor Company are entitled to shall stand vested and permitted or continued by the order of sanction of the National Company Law Tribunal in the Transferee Company without payment of any customs duty or any other similar duty. Therefore the Transferee Company shall file the Scheme, for the record of the statutory authorities who shall take it on file, pursuant to the sanction orders of the National Company Law Tribunal. The Transferee Company is authorized to take all such steps on behalf of the Transferor Company as may be necessary to give effect to the provisions contained above.



18. **EFFECT OF NON-RECEIPT OF APPROVALS:**

- 18.1 In the event any of the approvals or conditions enumerated in the Scheme not being obtained or complied with, or for any other reason, the Scheme cannot be implemented, the Board of Directors of the Transferee Company and the Transferor Company shall mutually waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, or in case the Scheme is not sanctioned by the National Company Law Tribunal, the Scheme shall become null and void and each party shall bear and pay their respective costs, charges and expenses in connection with the Scheme.
- 18.2 Further, in the case of non-receipt of approvals to the Scheme, no rights and liabilities whatsoever shall accrue to or be incurred inter-se by the Transferor Company or the Transferee Company or their shareholders or creditors or employees or any other person.

19. **DISSOLUTION OF TRANSFEROR COMPANY**

On the Scheme becoming effective, the Transferor Company shall be dissolved without the process of winding up in accordance with the provisions of the Companies Act, 2013 and rules made there under.

20. **TAX CREDITS:**

The Transferor Company and the Transferee Company are expressly permitted to file/revise their Income Tax, Wealth Tax, Service Tax, Excise and other statutory returns, consequent to the scheme becoming effective, notwithstanding that the period for filing/revising such returns may have lapsed. The Transferor Company and the Transferee Company are expressly permitted to amend TDS/TCS or other statutory certificates and shall have the right to claim refunds, advance tax credits, set offs, adjustments etc., relating to their respective incomes/transactions from the Appointed Date. It is specifically declared that the taxes/duties paid by the Transferor Company relating to the period on or after the Appointed Date whether by way of deduction at source or advance, pertaining to the activities of the Transferor Company, shall be deemed to be the taxes/duties paid by the Transferee Company and the Transferee Company shall be entitled to claim credit for such taxes deducted/paid against its tax/duty liabilities notwithstanding that the certificates/challans or other documents for payment of such taxes/duties are in the name of the Transferor Company. It is declared



that all the tax losses pertaining to the activities of the Transferor Company upto the Appointed Date will be transferred to the Transferee Company. Further any tax, duty payments not directly relatable to the Transferor Company shall be apportioned between the Transferor Company and the Transferee Company on the appropriate basis as the Board of the Transferor Company and the Transferee Company mutually in their discretion deem fit and proper.

21. All costs, charges and expenses of the Transferor Company and of the Transferee Company respectively, in relation to or in connection with negotiations leading up to this Scheme and carrying out and completing the terms and provisions of this Scheme and activities incidental to the completion of amalgamation in pursuance of this Scheme, shall be borne and paid by the Transferee Company.



A handwritten signature in blue ink, appearing to be "R. J. Singh", written in a cursive style.

SCHEDULE -1
LIST OF IMMOVEABLE PROPERTIES

NIL



Rajal

SCHEDULE -2
LIST OF PERMITS/ LICENSES/ GRANTS/ IPR

NIL



[Handwritten signature]

SCHEDULE -3
LIST OF EMPLOYEES

NIL

Rajiv

