RELIGARE
Values that bind

March 03, 2017

BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street
Mumbai – 400001

Scrip Code: 532915

National Stock Exchange Limited of India
Exchange Plaza, C – 1, Block - G
Bandra Kurla Complex, Bandra (E)
Mumbai - 400051

Scrip Code: RELIGARE EQ

Sub: Regulation 37(6) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015 –Scheme of Amalgamation

Dear Sir(s),

In terms of the *proviso* to Regulation 37(6) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015, please find herewith enclosed the scheme of amalgamation whereby eleven (11) wholly owned subsidiaries, directly or indirectly, of Religare Enterprises Limited ("**REL**") namely, Religare Securities Limited (excluding broking business which will be demerged into Religare Broking Limited, a wholly owned subsidiary of REL), Religare Commodity Broking Private Limited, RGAM Investment Advisers Private Limited, Religare Venture Capital Limited, Religare Arts Investment Management Limited, Religare Capital Finance Limited, RGAM Capital India Limited, Religare Investment Advisors Limited, Religare Support Services Limited, Religare Arts Initiative Limited and Religare Capital Markets (India) Limited will be merging with/into REL subject to terms and conditions as provided in the scheme of amalgamation.

This for your information and record and for the purpose of disclosures as provided the *proviso* to Regulation 37(6).

Thanking You,

Yours sincerely,

For **Religare Enterprises Limited**

Mohit

RELIGARE ENTERPRISES LIMITED NEW DELHI

Mohit Maheshwari
Company Secretary

COMPOSITE SCHEME OF ARRANGEMENT

BETWEEN

RELIGARE SECURITIES LIMITED (DEMERGED COMPANY / TRANSFEROR COMPANY 1**)**

AND

RELIGARE COMMODITY BROKING PRIVATE LIMITED (TRANSFEROR COMPANY 2**)**

AND

RGAM INVESTMENT ADVISERS PRIVATE LIMITED (TRANSFEROR COMPANY 3**)**

AND

RELIGARE VENTURE CAPITAL LIMITED (TRANSFEROR COMPANY 4**)**

AND

RELIGARE ARTS INVESTMENT MANAGEMENT LIMITED (TRANSFEROR COMPANY 5**)**

AND

RELIGARE CAPITAL FINANCE LIMITED (TRANSFEROR COMPANY 6**)**

AND

RGAM CAPITAL INDIA LIMITED (TRANSFEROR COMPANY 7**)**

AND

RELIGARE INVESTMENT ADVISORS LIMITED (TRANSFEROR COMPANY 8**)**

AND

RELIGARE SUPPORT SERVICES LIMITED (TRANSFEROR COMPANY 9**)**

AND

RELIGARE ARTS INITIATIVE LIMITED (TRANSFEROR COMPANY 10**)**

AND

RELIGARE CAPITAL MARKETS (INDIA) LIMITED (TRANSFEROR COMPANY 11)

AND

RELIGARE BROKING LIMITED (RESULTING COMPANY)

AND

RELIGARE ENTERPRISES LIMITED (TRANSFEREE COMPANY)

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

UNDER SECTIONS 230 TO 233 OF THE COMPANIES ACT, 2013

PREAMBLE

A. Background and Rationale for the Composite Scheme of Arrangement

Religare Enterprises Limited ("REL") is one of India's leading diversified financial services groups. REL is engaged in providing integrated suite of financial services through its underlying subsidiaries and operating entities, including loans to SMEs, capital markets, health insurance. REL is listed on the Bombay Stock Exchange ("BSE") and National Stock Exchange ("NSE").

The arrangement is aimed at achievement of the following objectives:

- Demerger of Broking Business of RSL (as hereinafter defined) into Religare Broking Limited to segregate the said business;
- Consolidation of the Transferor Companies (hereinafter defined) that are 100% subsidiaries (directly or indirectly) of REL (Transferee Company).
- REL and the Transferor Companies have decided to combine the resources by amalgamating the Transferor Companies, with effect from the Appointed Date (hereinafter defined), to maximize synergies, reduce costs, and consolidate the resources while eliminating multiple legal entities.
- The amalgamation of the Transferor Companies with the Transferee Company would have the following benefits:
    - Achieving business and administrative synergies.
    - Reducing administrative costs and avoiding duplication of efforts.
    - Pooling of resources of the Transferee Company and the Transferor Companies leading to increased competitive and financial strength, cost reduction, and efficiencies, and logistic advantages to the business operations; optimizing and releasing the capital allocation to the Transferor companies.

- Result in reduction in overheads, administrative, and other expenditure, operational rationalisation, organizational efficiency and optimal utilisation of resources which will be in the interest of shareholders, employees, creditors and other stakeholders.

- Accordingly, to achieve the above objectives, the Board of Directors of each of the Transferor Companies and the Transferee Company has decided to make requisite applications and/or petitions before the National Company Law Tribunal ("NCLT") / Governmental Authority (hereinafter defined) as the case may be, as applicable under Sections 230 to 233 of the 2013 Act (hereinafter defined) and other applicable provisions for the sanction of this Scheme.

B. The Scheme is divided into the following parts:

- PART A – Definition and share capital of the companies.

- PART B: Demerger of Broking Business of Demerged Company into Resulting Company.

- PART C - Amalgamation of the Transferor Companies with Transferee Company with effect from Appointed Date.

- PART D - General terms and conditions that would be applicable to the Scheme.

This Scheme also provides for various other matters consequential, incidental or otherwise integrally connected therewith.

PART A

DEFINITION AND SHARE CAPITAL

1. DEFINITIONS

In this Scheme, unless inconsistent with the subject, the following expressions shall have the meanings respectively assigned against them:

1.1. **"2013 Act"** means the Companies Act, 2013, as notified, and ordinances, rules and regulations made thereunder and shall include any statutory modification, re-enactment or amendments thereof.

1.2. **"1956 Act"** means the Companies Act, 1956 (as applicable) and ordinances, rules and regulations made thereunder and shall include any statutory modification, re-enactment or amendments thereof.

1.3. "**Appointed Date"** shall mean 1st April 2016.

1.4. "**Board of Directors"** or **"Board"** means and includes the respective Boards of Directors of Transferor Companies, the Transferee Company and the Resulting Company or any committee constituted by such Board of Directors for the purposes of the Scheme.

1.5. "**Broking Business of RSL**" or "**Broking Business**" means the business of securities broking and offers equity shares, equity and currency derivatives broking services, depository participant services as well as other financial services. RSL is a member of the NSE, BSE, Metropolitan Stock Exchange of India Limited (MCX SX), and a depository participant with National Security Depository Limited (NSDL) and Central Depository Services (India) Limited (CDSL). RSL is also registered as a research analyst with SEBI, approved person and corporate agent with IRDA, AMFI registered mutual fund distributor and PFRDA registered Point of Presence (PoP) to register applicants under NPS. RSL also provides TIN facilitation, PAN, AADHAR, TDS, etc.

related services. Broking business includes commodity broking (Religare Commodities Limited), wealth management (Religare Wealth Management Limited), e-governance (Religare Business Solutions Limited) and trading business (Religare Comtrade Limited). (All the above collectively referred to as 'Broking Business').

Without prejudice and limitation to the generality of the above, the Broking Business shall mean and include:

I. all the property of the Broking Business including all assets wherever situated, whether movable or immovable, leasehold or freehold, owned or leased, tangible or intangible, including all computers and accessories, software and related data, leasehold improvements, equity shares, preference shares and other securities of associate/ subsidiary/ joint venture companies, plant and machinery, offices, capital work in progress, vehicles, furniture, fixtures, office equipment, electricals, appliances, accessories, pertaining to or relatable to the Broking Business;

II. all rights and licenses, all assignments and grants thereof, all permits, clearances and registrations whether under Central, State or other laws, rights (including rights/ obligations under agreement(s) entered into with various persons including independent consultants, subsidiaries/ associate companies and other shareholders of such subsidiary/ associate/ joint venture companies, contracts, applications, letters of intent, memorandum of understandings or any other contracts), non-disposal undertakings, certifications and approvals, regulatory approvals, entitlements, other licenses, consents, tenancies, investments and/ or interest (whether vested, contingent or otherwise), taxes, share of advance tax, tax deducted at source and minimum alternate tax credits (including but not limited to credits in respect of sales tax, value added tax, service tax, and other indirect taxes), deferred tax benefits and other benefits in

respect of the Broking Business, cash balances, bank accounts and bank balances, deposits, advances, recoverable, receivables, easements, advantages, financial assets, treasury investments, hire purchase and lease arrangements, funds belonging to or proposed to be utilized for the Broking Business, privileges, all other claims, rights and benefits, powers and facilities of every kind, nature and description whatsoever, utilities, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Broking Business;

III. all books, records, files, papers, governance templates and process information, records of standard operating procedures, computer programmes along with their licenses, manuals and back-up copies, advertising materials, and other data and records whether in physical or electronic form, directly or indirectly in connection with or relating to the Broking Business;

IV. all trademarks, trademark applications, trade names, patents and domain names, patent applications, copyrights, trade secrets, goodwill, and other intellectual property and all other interests exclusively relating to the Broking Business;

V. any and all earnest monies and/ or security deposits, or other entitlements in connection with or relating to the Broking Business;

VI. employees of Broking Business that are determined by the Board of Directors of Broking Business, to be substantially engaged in or in relation to the Broking Business, on the date immediately preceding the Effective Date;

VII. all liabilities (including liabilities, allocable as per this Scheme, if any) present and future and the contingent liabilities pertaining to or relatable to the Broking Business;

VIII. all legal proceedings of whatsoever nature by or against the Demerged Company pending and relating to the Broking Business;

IX. it is intended that the definition of Broking Business under this Clause would enable the transfer of the entire business including properties, assets and liabilities of Broking Business to Resulting Company, pursuant to this Scheme.

X. any issue as to whether any asset or liability pertains to or is relatable to the Broking Business or not shall be solely decided by the Board of Directors of the Demerged Company, on the basis of evidence that they may deem relevant for the purpose (including the books or records of the Demerged Company).

1.6. **"Demerged Company"**: shall mean Religare Securities Limited**.**

1.7. **"Effective Date"** means the later of the date on which the certified copies of the orders of NCLT/Governmental Authority as the case may be, as applicable sanctioning the Scheme are filed with the concerned Registrar of Companies. Any references in this Scheme to the "date of coming into effect of this Scheme" or "effectiveness of the Scheme" or "Scheme taking effect" shall mean the Effective Date.

1.8. **"Governmental Authority"** means any governmental authority including, without limitation, Registrar of Companies, Official Liquidator, Ministry of Corporate Affairs, Regional Director or any other relevant authority under 2013 Act approving the scheme of arrangement.

1.9. **"National Company Law Tribunal"** means the National Company Law Tribunal, New Delhi including its benches**.**

1.10. **"Record Date"** means the date fixed by the Board of Directors of the Resulting Company or any committee thereof in consultation with the Transferee Company, for the purpose of

determining names of the equity shareholders of the Demerged Company, who shall be entitled to receive the equity shares in the Resulting Company pursuant to Clause 6.1 of the Scheme, upon coming into effect of this Scheme.

1.11. **"Resulting Company:** means Religare Broking Limited**.**

1.12. **"Scheme"** or **"the Scheme"** or **"this Scheme"** or **"the Composite Scheme"** means this Composite Scheme of Arrangement in its present form or with any modification(s) made under Clause 23 of the Scheme as approved or directed by the NCLT/Governmental Authority, as the case may be, as applicable.

1.13. **"SEBI"** means Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992.

1.14. **"SEBI Circulars"** means Circular No. CIR/CFD/CMD/16/2015 dated November 30, 2015, issued by SEBI and as amended from time to time or any other circulars issued by SEBI applicable to a scheme of arrangement.

1.15.**"Transferor Company 1"** shall mean Religare Securities Limited.

1.16.**"Transferor Company 2"** shall mean Religare Commodity Broking Private Limited.

1.17.**"Transferor Company 3"** shall mean RGAM Investment Advisers Private Limited.

1.18. **"Transferor Company 4**" shall mean Religare Venture Capital Limited.

1.19. **"Transferor Company 5"** shall mean Religare Arts Investment Management Limited.

1.20. **"Transferor Company 6"** shall mean Religare Capital Finance Limited.

1.21. **"Transferor Company 7"** shall mean RGAM Capital India Limited.

1.22. **"Transferor Company 8"** shall mean Religare Investment Advisers Limited.

1.23. **"Transferor Company 9"** shall mean Religare Support Services Limited.

1.24. **"Transferor Company 10"** shall mean Religare Arts Initiative Limited.

1.25. **"Transferor Company 11"** shall mean Religare Capital Markets (India) Limited.

Hereinafter together referred to as "Transferor Companies" either collectively or any of them as the context may require.

1.26. **"Transferee Company"** shall mean Religare Enterprises Limited.

1.27. All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the 2013 Act, the Securities Contract Regulation Act, 1956, the Depositories Act, 1996, SEBI Circulars and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or reenactment thereof from time to time.

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) and amendments(s) made under Clause 23 of the Scheme, approved or imposed or directed by the NCLT/Governmental Authority as the case may be, as applicable, shall be effective from the Appointed Date, as the case may be, but shall be made operative from the Effective Date.

3. DESCRIPTION AND SHARE CAPITAL OF THE COMPANIES

(a) REL is one of India's leading diversified financial services groups. REL was originally incorporated as a private company under 1956 Act on January 30, 1984. REL is engaged in providing integrated suite of financial services through its underlying subsidiaries and operating entities, including loans to SMEs, capital markets, health insurance. REL is listed on BSE and NSE.

The registered office of REL is situated 2nd Floor, Rajlok Building, 24, Nehru Place, New Delhi-110019, India. The share capital of REL as at March 31, 2016 is as under:

Particulars	**Amount (Rs.)**
Authorised	
250,000,000 Equity Shares of Rs 10 each	2,50,00,00,000
100,000,000 Redeemable Preference shares of Rs10/- each	1,00,00,00,000
Total	**3,50,00,00,000**
Issued Subscribed and Paid Up	
178,334,498 (March 31, 2015: 178, 329,808) Equity Shares of Rs 10 each	1,78,33,44,980
25,000,000 (March 31, 2015: 25,000,000) 13.66% Cumulative Redeemable Preference shares of Rs 10/- each	25,00,00,000
Total	**2,03,33,44,980**

2,50,00,000 Preference Shares has been allotted on August 30, 2016 & 2,35,00,000 Preference shares has been redeemed on August 31, 2016. As on date, total issued, subscribed and paid up Preference Share Capital is Rs. 26,50,00,000.

(b) RGAM Investment Advisers Private Limited ("RGAM") formerly known as RGAM Corporation Private Limited was incorporated in May 2004. RGAM become wholly owned subsidiary of REL with effect from October 12, 2011. RGAM is currently engaged in providing investment advisory services and is registered as an investment advisor with SEBI.

The registered office of RGAM is situated at 2nd Floor, Rajlok Building, 24, Nehru Place, New Delhi-110019, India. The share capital of RGAM as at March 31, 2016 is as under:

Particulars	**Amount (Rs.)**

Authorised	
15,20,00,000 Equity Shares of Rs 10 each	1,52,00,00,000
6,20,00,000 Preference Shares of Rs 10 each	62,00,00,000
Total	**2,14,00,00,000**
Issued, Subscribed and Paid Up	
15,19,94,859 Equity Shares of Rs 10 each	1,51,99,48,590
1,06,50,000 0.01% Non-cumulative Non-Convertible Redeemable Preference Shares of Rs 10 each	10,65,00,000
Total	**1,62,64,48,590**

(c) Religare Securities Limited ("RSL") is a wholly owned subsidiary of REL. RSL was incorporated on June 26, 1986 as Empire Credit Private Limited. It became "public limited company" on 25 March 2003 and the name was changed to Religare Securities Limited on 22 December, 2005. RSL is engaged in the business of securities broking and offers equity shares, equity and currency derivatives broking services as well as depository participant services. RSL is a member of the NSE, BSE, Metropolitan Stock Exchange of India Limited (MSEI), and a depository participant with National Security Depository Limited (NSDL) and Central Depository Services (India) Limited (CDSL) and also registered as a research analyst with SEBI and approved person and corporate agent with IRDA. RSL is also registered with PFRDA as point of presence (POP) under National Pension Scheme.

The registered office of RSL is situated at 2nd Floor, Rajlok Building, 24, Nehru Place, New Delhi-110019, India. The share capital of RSL as at March 31, 2016 is as under:

Particulars	**Amount (Rs.)**
Authorised	
5,00,00,000 equity shares of Rs.10 each	50,00,00,000
Total	**50,00,00,000**
Issued Subscribed and Paid Up	

3,44,92,800 equity shares of Rs.10 each	34,49,28,000
Total	**34,49,28,000**

(d) Religare Commodity Broking Private Limited ("RCBPL") was originally incorporated on June 22, 1992 as Shreyas Portfolio Managers Private Limited. On September 22, 2000 its name changed to Shreyas Advisory Services Private Limited & on December 05, 2011, its name was further changed to its current name i.e. Religare Commodity Broking Private Limited.. On October 12, 2011, it became the wholly owned subsidiary of REL. RCBPL was engaged in the business of commodity broking and had been registered as a trading member of Multi Commodity Exchange of India Limited ("MCX"). The Board of Directors of RCBPL has decided to surrender the commodity broking license with MCX. MCX has approved the request to surrender the license on September 29, 2016. As on date, RCBPL has no license from MCX.

The current registered office of RCBPL is situated at 2nd Floor, Rajlok Building, 24, Nehru Place, New Delhi-110019, India. The share capital of RCBPL as at March 31, 2016 is as under:

Particulars	**Amount (Rs.)**
Authorised	
3,00,000 Equity Shares of Rs. 10 each	30,00,000
Total	**30,00,000**
Issued Subscribed and Paid Up	
3,00,000 Equity Shares of Rs. 10 each	30,00,000
Total	**30,00,000**

(e) Religare Venture Capital Limited ("RVCL") was incorporated on July 26, 2006 as Religare Venture Capital Private Limited and after passing a necessary resolutions on 30 June 2008, its status was changed as Religare Venture Capital Limited. RCVL's primary object is to carry on the business of venture capital company as permitted under the SEBI Act, 1992 and to promote, acquire, participate in and finance in India and abroad companies, joint ventures, partnerships, etc. However, RVCL has not commenced its commercial operations as yet. RVCL is a wholly owned subsidiary of RGAM.

The registered office of RVCL is situated at 2nd Floor, Rajlok Building, 24, Nehru Place, New Delhi-

110019, India. The share capital of RVCL as at March 31, 2016 is as under:

Particulars	Amount (Rs.)
Authorised	
5,00,00,000 equity shares of Rs.10 each	50,00,00,000
Total	**50,00,00,000**
Issued, Subscribed and Paid Up	
3,00,50,000 equity shares of Rs.10 each	30,05,00,000
Total	**30,05,00,000**

(f) Religare Arts Investment Management Limited ("RAIML") was incorporated on April 16, 2008 to carry business of organization, operation and management of collective investment schemes relating to art including paintings, sculptures, antiques, artistic value or antique value or any other intrinsic value. However, RAIML has not commenced its commercial operations as yet. RAIML is a wholly owned subsidiary of RGAM.

The registered office of RAIML is situated at 2nd Floor, Rajlok Building, 24, Nehru Place, New Delhi-110019, India. The share capital of RAIML as at March 31, 2016 is as under:

Particulars	Amount (Rs.)
Authorised	
50,00,000 equity shares of Rs.10 each	5,00,00,000
Total	**5,00,00,000**
Issued, Subscribed and Paid Up	
28,65,900 equity shares of Rs.10 each	2,86,59,000
Total	**2,86,59,000**

(g) Religare Capital Finance Limited ('RCFL"), formerly known as Religare Share Brokers Limited, is a

wholly owned subsidiary of Religare Securities Limited. RCFL was incorporated on November 18, 2010 *inter alia*, to provide financial consultancy services, to provide investment advisory services on the internet or otherwise, provide financial consultancy in the area of personal and corporate finance, and to undertake the depository participant activities for all kinds of securities.

The registered office of RCFL is situated at 2nd Floor, Rajlok Building, 24, Nehru Place, New Delhi-11001917, India. The share capital of RCFL as at March 31, 2016 is as under:

Particulars	**Amount (Rs.)**
Authorised	
20,00,000 Equity Shares of Rs. 10 each	2,00,00,000
Total	**2,00,00,000**
Issued, Subscribed and Paid Up	
18,92,700 Equity Shares of Rs. 10 each	1,89,27,000
Total	**1,89,27,000**

(h) RGAM Capital India Limited ("RGAMCL") is a wholly owned subsidiary of RSL. RGAMCL was incorporated on June 15, 2011 under the 1956 Act, to carry on the business of providing financial, investment advisory services, management and facilitation services, including but not limited to identifying investment opportunities, conducting analysis and assessment, providing investment recommendations and consultancy service for making available infrastructure to clients.

The registered office of RGAMCL is situated at 2nd Floor, Rajlok Building, 24, Nehru Place, New Delhi-110019, India. The share capital of RGAMCL as at March 31, 2016 is as under:

Particulars	**Amount (Rs.)**
Authorised	
20,00,000 Equity Shares of Rs. 10 each	2,00,00,000
Total	**2,00,00,000**
Issued, Subscribed and Paid Up	

16,85,030 Equity Shares of Rs. 10 each	1,68,50,300
Total	**1,68,50,300**

(i) Religare Investment Advisors Limited ("RIAL") is a wholly owned subsidiary of RSL. RIAL was incorporated on July 5, 2011 under the 1956 Act, to carry on the business of providing financial, investment advisory services, including but not limited to identifying investment opportunities, conducting analysis and assessment, providing investment recommendations and consultancy to clients.

The registered office of RIAL is situated at 2nd Floor, Rajlok Building, 24, Nehru Place, New Delhi-110019, India. The share capital of RIAL as at March 31, 2016 is as under:

Particulars	**Amount (Rs.)**
Authorised	
20,00,000 Equity Shares of Rs. 10 each	2,00,00,000
Total	**2,00,00,000**
Issued, Subscribed and Paid Up	
20,00,000 Equity Shares of Rs. 10 each	2,00,00,000
Total	**2,00,00,000**

(j) Religare Support Services Limited ("RSSL") (formerly known as REL Infra facilities Limited) was incorporated on 7th Feb, 2007 as Religare Realty Limited. The name was changed from Religare Realty Limited to REL Infrafacilities Limited on 18th November, 2010 and Religare Support Services Limited on 9th September, 2015. It is a wholly owned subsidiary of REL and is engaged in the business of providing the support services in form of corporate functions and shared services to its holding company, fellow subsidiaries and associates of the holding company along with providing shared infrastructure facilities.

The registered office of RSSL is situated at 2nd Floor, Rajlok Building, 24, Nehru Place, New Delhi-110019, India. The share capital of RSSL as at March 31, 2016 is as under:

Particulars	Amount (Rs.)
Authorised	
10,00,00,000 Equity Shares of Rs 10 each	1,00,00,00,000
Total	**1,00,00,00,000**
Issued Subscribed and Paid Up	
3,08,50,000 Equity Shares of Rs. 10 each, fully paid up	30,85,00,000
Total	**30,85,00,000**

(k) Religare Arts Initiative Limited ("RAIL") was incorporated on August 13, 2007 to carry on business of buying, selling, trading, stocking, importing-exporting, auctioning, promoting, exhibiting, hiring and dealing in art including paintings, sculptures, antiques, artistic value or antique value or any other intrinsic value and to promote art or provide art related services like gallery space, valuation, authentication, collection building, custodial services to clients. RAIL is a wholly owned subsidiary of REL.

The registered office of RAIL is situated at 2nd Floor, Rajlok Building, 24, Nehru Place, New Delhi-110019, India. The share capital of RAIL as at March 31, 2016 is as under:

Particulars	Amount (Rs.)
Authorised	
4,11,00,000 Equity Shares of Rs 10 each	41,10,00,000
Total	**41,10,00,000**
Issued, Subscribed and Paid Up	
4,07,70,000 Equity Shares of Rs 10 each	40,77,00,000
Total	**40,77,00,000**

(l) Religare Capital Markets (India) Limited ("RCMI") was incorporated on 01 July, 2011. RCMI became wholly owned subsidiary of REL with effect from August 01, 2011. The primary object, for which RCMI was incorporated, is to engage into the business, directly or indirectly through its subsidiary (ies) and joint venture(s), of merchant banking, portfolio management and other financial and advisory service activities. However, the business operations have not been commenced yet. The registered office of RCMI is situated at 2nd Floor, Rajlok Building, 24, Nehru Place, New Delhi-110019, India.

The share capital of RCMI as at March 31, 2016 is as under:

Particulars	**Amount (Rs.)**
Authorised	
50,000 Equity Shares of Rs 10 each	5,00,000
Total	**5,00,000**
Issued, Subscribed and Paid Up	
50,000 Equity Shares of Rs 10 each	5,00,000
Total	**5,00,000**

(m) Religare Broking Limited ("RBL") was incorporated on 20 July 2016. RBL became wholly owned subsidiary of REL with effect from 28 October 2016. The primary object, for which RBL, is to engage into the business, to acquire and hold one or more memberships in stock/securities exchanges, trade associations, commodity exchanges, clearing houses or associations in India or any part of the world, to carry business of merchant banking, portfolio management and other financial and advisory service activities, to act custodian and to undertake the depositary participant activities of all kinds of securities. However, the business operations have not been commenced yet. The registered office of RBL is situated at 2nd Floor, Rajlok Building, 24, Nehru Place, New Delhi-110019, India.

The share capital of RBL as at July 20, 2016 is as under:

Particulars	**Amount (Rs.)**
Authorised	
5000 Equity Shares of Rs 10 each	50,000
Total	**50,000**

Issued, Subscribed and Paid Up	
5000 Equity Shares of Rs 10 each	50,000
Total	**50,000**

PART B

TRANSFER AND VESTING OF BROKING BUSINESS FROM DEMERGED COMPANY TO RESULTING COMPANY

4. TRANSFER AND VESTING OF BROKING BUSINESS FROM DEMERGED COMPANY TO RESULTING COMPANY

4.1. With effect from the Appointed Date and upon this Scheme coming into effect, the Broking Business (including all accretions and appurtenances) shall, without any further act, instrument or deed, be and stand de-merged from Demerged Company and transferred to and vested in or be deemed to be transferred to and vested in Resulting Company as a going concern, so as to vest in Resulting Company, all the rights, titles and interests pertaining to Broking Business, pursuant to Sections 230 to 233 of the Act and any other relevant provisions of the Act or any corresponding provisions of Companies Act, 2013 and the order of the NCLT/Governmental Authority, as the case may be, as applicable sanctioning the Scheme, subject however, to subsisting charges, if any.

4.2. Without prejudice to the provisions of Clause 4.1 above, in respect of such of the assets and properties (whether movable or immovable, tangible or intangible) of Broking Business, including cash in hand, capable of passing by manual delivery or by endorsement and delivery shall be so delivered or endorsed and delivered, as the case may be, and shall upon such delivery or endorsement and delivery, become the assets and properties of Resulting Company, without requiring any deed or instrument or conveyance for the same.

4.3. In respect of movable assets other than those specified in Clause 4.2 above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, if any, with Government, Semi-Government, local and other authorities and bodies, customers and other persons in relation to the Broking Business, and all other rights, interests, claims (including investor grievances) and power of every kind and nature and description of and

arising to them, cash and bank balances, all earnest moneys and / or deposits including security deposits (including deposits as Trading Member with the Exchange(s) / NSCCL / CCL or such other clearing corporation(s)) paid by the Demerged Company, and all the following methodology shall to the extent possible be followed:

Resulting Company shall give notice in such form as it may deem fit and proper to each person, debtor or depositee that pursuant to the NCLT/Governmental Authority, as the case may be, as applicable having sanctioned this Scheme, the said debt, loan, advance or deposit be paid to or made good to or held on account of Resulting Company and that the right of Demerged Company to recover or realize the same stands extinguished.

4.4. Upon this Scheme coming into effect, and with effect from the Appointed Date, and subject to the provisions of this Scheme, all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature and description of Demerged Company pertaining or relating to Broking Business shall, without any further act, instrument or deed, be and stand transferred from Demerged Company and transferred to and vested in or be deemed to be transferred to and vested in and assumed by Resulting Company so as to become as and from the Appointed Date, the debts, liabilities, contingent liabilities, duties and obligations of Resulting Company, pursuant to Sections 230 to 233 of the Act or any corresponding provisions of Companies Act, 2013 and any other relevant provisions of the Act and the order of the NCLT/Governmental Authority, as the case may be, as applicable sanctioning the Scheme, and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen in order to give effect to the provisions of this clause.

4.5. With effect from the Appointed Date and upon this Scheme coming into effect, all permits, no objection certificates, contracts, rights, consents, entitlements, licenses, including those relating to tenancies, copyright and other industrial properties and any nature whatsoever and licenses assignments, grants in respect thereof, privileges, liberties, easements,

contract advantages, benefits, goodwill, right to use the name of Demerged Company (including continuation and maintenance of the existing registration / member codes), quota rights, permissions, approvals, including but not limited to approvals of SEBI, Stock Exchange(s), Depositories, AMFI, IRDA and such other authority or body for carrying out activities of stock broker, trading member, portfolio manager, depositor participant, mutual fund distributor, etc., intellectual property rights, privileges, powers, facilities of every kind and description of whatsoever nature in relation to Broking Business of which Demerged Company is a party or to the benefit of which Demerged Company may be eligible and which are subsisting or having effect on the Effective Date, shall stand transferred to and vested in Resulting Company without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of Resulting Company upon the vesting and transfer of Broking Business pursuant to this Scheme, and shall be and remain in full force, operative and effectual for the benefit of Resulting Company, and may be enforced by Resulting Company as fully and effectually as if, instead of Demerged Company, Resulting Company had been the original party or beneficiary or oblige thereto.

4.6. This part of the Scheme has been drawn up to comply with the conditions relating to "Demerger" as specified under Section 2(19AA) of the Income-tax Act, 1961. If any terms or provisions of the Scheme is / are inconsistent with the provisions of Section 2(19AA) of the Income-tax Act, 1961, the provisions of Section 2(19AA) of the Income-tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent necessary to comply with Section 2(19AA) of the Income-tax Act, 1961; such modification to not affect other parts of the Scheme.

4.7. In accordance with Section 2(41A) of the Income-tax Act, 1961, Resulting Company shall be considered as the resulting company. Further, in accordance with Section 2(19AA) of the Income-tax Act, 1961, Demerged Company shall be considered as the demerged company.

5. EMPLOYEES OF BROKING BUSINESS

5.1. Upon the Scheme becoming effective, all permanent employees of the Broking Business of Demerged Company in service on the Effective Date shall be deemed to have become the employees of Resulting Company with effect from the Appointed Date without any interruption in their service as a result of the transfer of the Broking Business to Resulting Company on the same terms and conditions of employment as were with Demerged Company. On the basis of continuity of service, the terms and conditions of their employment with Resulting Company shall not be less favourable than those applicable to them with reference to Broking Business of Demerged Company on the Effective Date.

5.2. The existing Provident Fund Trust and Pension Fund Trust, Gratuity Fund, Superannuation Fund or any other Fund for the transferred employees of the Broking Business shall be continued for the benefit of such employees including employees who may hereafter join Resulting Company on the same terms and conditions and with effect from such date, Resulting Company shall make the necessary contribution for such employees taken over by Resulting Company until Resulting Company constitutes its own Provident Fund, Gratuity Fund, Superannuation Fund or any other Special Fund and obtains necessary approval for the same. Upon the Scheme being effective, Resulting Company shall stand substituted for Demerged Company for all purposes whatsoever related to the administration or operation of such Trust or Fund or in relation to the obligations to make a contribution to the said Funds in accordance with the provisions of the Trust or Funds or according to the terms provided in the respective Trust Deeds or other documents. Resulting Company undertakes to discharge all the duties and obligations and assumes all the rights and powers of Demerged Company, upon the Scheme being effective, in relation to aforesaid Trusts or Funds of Demerged Company in relation to the Broking Business. The services of the staff, workmen and other employees of the Broking Business will be treated as having been continuous for the purposes of the aforesaid Trusts/ Funds or provisions of any Trust/ Funds for employees. The amount of liability in respect of gratuity and leave (determined as the sum payable on the Appointed

Date as if the same were due) relating to the employees of the Broking Business shall be appropriately adjusted by Demerged Company and transferred to Resulting Company.

5.3. Resulting Company undertakes to continue to abide by any agreement(s)/settlement(s) entered into with any labour unions/ permanent employees by Demerged Company in relation to the Broking Business. Resulting Company agrees that for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits, the past services of such permanent employees with Demerged Company shall also be taken into account, and agrees and undertakes to pay the same as and when payable.

6. CONSIDERATION

6.1 Upon this Scheme becoming effective and as consideration for the Scheme, Resulting Company shall, without any application or deed, issue and allot equity shares, credited as fully paid up, to the extent indicated below, to the equity shareholders of Demerged Company and whose names appear in the Register of Members of Demerged Company on the Record Date, or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of Resulting Company / Demerged Company in consideration for the transfer of the Broking Business in the following proportion namely,:

"____ (_____) equity shares of Resulting Company of Rs.__ fully paid up for every ___ (_____) equity shares of Demerged Company of Rs. ___/- fully paid up"

6.2 The equity shares of Resulting Company to be issued and allotted as above shall be subject to the Memorandum of Association and Articles of Association of Resulting Company in the same manner as the existing shareholders and shall rank *pari passu* with the existing equity shares of Resulting Company in all respects including dividends.

6.3 The equity shares of Resulting Company shall be issued and allotted in dematerialized

form to those equity shareholders who hold shares of Demerged Company in dematerialized form, in to the account in which Demerged Company shares are held or such other account as is intimated by the equity shareholders to Demerged Company and / or its Registrar and Share Transfer Agent. All those equity shareholders who hold equity shares of Demerged Company in physical form shall also have the option to receive the equity shares, as the case may be, in dematerialized form provided the details of their account with the Depository Participant are intimated in writing to Demerged Company and / or its registrar and Share Transfer Agent. In the event that Resulting Company has received notice from any person that equity shares are to be issued in physical form or if any person has not provided the requisite details relating to his/her /its account with a depository participant or other confirmations as may be required or if the details furnished by any person do not permit electronic credit of the equity shares, then Resulting Company shall issue equity shares in physical form to such person or persons.

6.4 The Board of Directors of Resulting Company shall, if and to the extent required, apply for and obtain any approvals from concerned Government / Regulatory authorities for the issue and allotment of equity shares pursuant to Clause 6.1 above of the Scheme.

6.5 In the event of there being any pending share transfers with respect to the application lodged for transfer by any shareholder of Demerged Company, the Board of Directors or any committee thereof of Demerged Company if in existence, or failing which the Board of Directors or any committee thereof of Demerged Company shall be empowered in appropriate case, even subsequent to the Record Date to effectuate such a transfer in Demerged Company as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor or the transferee of the share(s) in Demerged Company and in relation to the equity shares of Resulting Company after the Scheme becomes effective.

6.6 Equity shares to be issued and allotted by Resulting Company to the equity shareholders

of Demerged Company pursuant to Clause 6.1, Clause 6.2 and Clause 6.3 of this Scheme, in respect of any equity shares in Demerged Company which are held in abeyance under the provisions of Section 126 of the Act or any corresponding provisions of Companies Act, 2013 or otherwise, pending allotment or settlement of dispute, by order of court or otherwise, be held in abeyance by Resulting Company.

6.7 If any equity shares of Demerged Company held by the equity shareholders of Demerged Company as on the Record Date are under any statutory lock-in, the equity shares issued and allotted by Resulting Company to such equity shareholders shall also be locked-in for the remainder of the lock-in period as per applicable laws.

6.8 Approval of this Scheme by the shareholders of Resulting Company shall be deemed to be the due compliance of the provisions of Section 62 of Companies Act, 2013 (upon implementation) or any other applicable law for the issue and allotment of equity shares by Resulting Company, as provided in this Scheme.

7. ACCOUNTING TREATMENT

Accounting treatment in the books of the Demerged Company

7.1 Assets and the liabilities of the Broking Business shall be reduced at their Book Value.

7.2 All costs, charges and expenses as per Clause 26 of this Scheme shall be adjusted against the capital or other reserve, as may be determined by the Board of Directors of the Demerged Company, as an integral part of the Scheme.

7.3 The difference between the book value of assets and book value of liabilities of the Broking Business shall be adjusted against the following, in the order specified or as may be decided by the Board of Directors of the Demerged Company, to the extent required:

- Capital redemption reserve account

- Securities premium account

- General reserve account

7.4 The reduction under Clause 7.1, Clause 7.2 and Clause 7.3 in the capital reserves and / or securities premium account of the Demerged Company shall be effected as an integral part of the Scheme in accordance with the Sections 66 of the 2013, Act as and when enforced and the order of the NCLT/ Governmental Authority, as the case may be, as applicable sanctioning the Scheme shall be deemed to be also the order under Section 66 of the 2013, Act or the corresponding provisions of the 2013, Act as and when enforced for the purpose of confirming the reduction. The approval granted by the shareholders to the Scheme shall be deemed to be the approval for the purpose of Section 66 and other relevant provisions of the Act and the Companies Act, 2013. The Demerged Company and Resulting Company shall not be obliged or required to call for a separate meeting of its shareholders/ creditors for obtaining their approval sanctioning the reduction in capital reserves and / or securities premium account. The reduction does not involve either a diminution of liability in respect of unpaid share capital or payment of paid up share capital, and the provisions of Section 66 of the 2013, Act.

7.5 If considered appropriate for compliance with Accounting Standards, the Demerged Company may make suitable adjustment to the accounting treatment and adjust the effect thereof in the manner determined by the Board of Directors of the Demerged Company.

Accounting treatment in the books of Resulting Company

7.6 The Resulting Company shall, record the assets and liabilities of the Broking Business vested in it pursuant to this Scheme at the respective Book Values thereof.

7.7 The Resulting Company shall credit its share capital account with the aggregate face value of the new equity shares issued by it to the members of the Demerged Company

pursuant to Clause 6 of this Scheme.

7.8 All costs, charges and expenses as per Clause 26 of this Scheme shall be adjusted against the capital reserve account as an integral part of the Scheme.

7.9 The excess of assets of Broking Business over the liabilities of the Broking Business as per Clause 7.6 above over the face value of shares issued as per Clause 7.7 above shall be credited to capital reserves. The deficit, if any, shall be debited to goodwill.

7.10 If considered appropriate for the purpose of application of uniform accounting policies and method or for compliance with Accounting Standards, the Resulting Company may make suitable adjustment and adjust the effect thereof in the manner determined by the Board of Directors of the Resulting Company.

8. CONTINUATION OF LEGAL PROCEEDINGS

8.1 From the Effective Date, all legal or other proceedings (including before any statutory or quasi-judicial authority or tribunal) by or against the Demerged Company under any statute, whether pending on the Appointed Date, or which may be instituted any time in the future and in each case relating to the Broking Business ("**Broking Business Proceedings**") shall be continued and enforced by or against Resulting Company after the Effective Date, to the extent legally permissible. To the extent, such Broking Business Proceedings cannot be taken over by Resulting Company, such proceedings shall be pursued by the Demerged Company as per the instructions of and entirely at the costs and expenses of Resulting Company.

8.2 If the Broking Business Proceedings are taken against the Demerged Company in respect of the matters referred to in Clause 8.1 above, it shall defend the same in accordance with the advice of Resulting Company and at the cost of Resulting Company, and the latter shall reimburse and indemnify and hold harmless the Demerged Company against

all liabilities and obligations incurred by the Demerged Company in respect thereof.

8.3 If any Broking Business Proceedings is pending, the same shall not abate, be discontinued or in any way be prejudicially affected by reason of this Scheme and the proceedings may be continued, prosecuted and enforced, by or against Resulting Company in the same manner and to the same extent as they would or might have been continued, prosecuted and enforced by or against the Demerged Company, as if this Scheme had not been made.

8.4 In the event of any difference or difficulty on whether any specific legal or other proceedings relates to the Broking Business or not, the decision of the Board of Directors of the Demerged Company in this regard shall be conclusive and binding on the Demerged Company and Resulting Company.

9. TREATMENT OF TAXES

9.1 With effect from the Appointed Date and upon the Scheme becoming effective, all taxes and duties payable by Demerged Company, accruing and relating to the operations of the Broking Business from the Appointed Date onwards, including all advance tax payments, tax deducted at source, any refund and claims shall, for all purposes, be treated as advance tax payments, tax deducted at source or refunds and claims, as the case may be, of Resulting Company.

9.2 Upon the Scheme becoming effective, the Demerged Company and the Resulting Company are expressly permitted to revise, their financial statements and returns along with prescribed forms, filings and annexures under the Income Tax Act, 1961, central sales tax, applicable state value added tax, service tax laws, excise duty laws and other tax laws, and to claim refunds and/or credit for taxes paid (including minimum alternate tax, tax deducted at source, wealth tax, etc.) and for matters incidental thereto, if required to give effect to the provisions of the Scheme.

9.3 All tax assessment proceedings/ appeals of whatsoever nature by or against the Demerged Company pending and/or arising at the Appointed Date and relating to the Broking Business shall be continued and/or enforced until the Effective Date by the Demerged Company. In the event of the Demerged Company failing to continue or enforce any proceeding/appeal, the same may be continued or enforced by the Resulting Company, at the cost of the Resulting Company. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against the Resulting Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Demerged Company.

9.4 Any refund, under the Income tax Act, 1961, service tax laws, excise duty laws, central sales tax, applicable state value added tax laws or other applicable laws/ regulations dealing with taxes/ duties/ levies due to Broking Business of the Demerged Company consequent to the assessment made on the Demerged Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Resulting Company upon this Scheme becoming effective.

9.5 The tax payments (including, without limitation income tax, service tax, excise duty, central sales tax, applicable state value added tax, etc.) whether by way of tax deducted at source, advance tax, all earnest monies, security deposits provisional payments, payment under protest, or otherwise howsoever, by the Demerged Company with respect to the Broking Business after the Appointed Date, shall be deemed to be paid by the Resulting Company and shall, in all proceedings, be dealt with accordingly.

9.6 Further, any tax deducted at source by Demerged Company / Resulting Company with respect to Broking Business on transactions with the Demerged Company/ Resulting Company, if any (from Appointed Date to Effective Date) shall be deemed to be advance tax paid by the Resulting Company and shall, in all proceedings, be dealt with

accordingly.

9.7 Obligation for deduction of tax at source on any payment made by or to be made by the Demerged Company shall be made or deemed to have been made and duly complied with by the Resulting Company.

9.8 Upon the Scheme becoming effective, all unavailed credits and exemptions, benefit of carried forward losses and other statutory benefits, including in respect of income tax, Cenvat, customs, VAT, sales tax, service tax etc. relating to the Broking Business to which Demerged Company is entitled to shall be available to and vest in Resulting Company, without any further act or deed.

9.9 The Board of Directors of Demerged Company shall be empowered to determine if any specific tax liability or any tax proceeding relates to the Broking Business and whether the same would be transferred to Resulting Company.

10. SAVING OF CONCLUDED TRANSACTIONS

10.1 The transfer of properties and liabilities to, and the continuance of proceedings by, or against, Resulting Company as envisaged in Clause 4 and Clause 8 above shall not affect any transaction or proceedings already concluded by the Demerged Company on or before the Appointed Date and after the Appointed Date till the Effective Date, to the end and intent that Resulting Company accepts and adopts all acts, deeds and things done and executed by the Demerged Company in respect thereto as done and executed on behalf of itself.

11. CONDUCT OF BUSINESS

11.1 With effect from the Appointed Date and up to and including the Effective Date:

a. The Demerged Company undertakes to carry on and shall be deemed to carry on all

businesses and activities and stand possessed of the properties and assets of the Broking Business, for and on account of and in trust for Resulting Company.

b. All profits accruing to the Demerged Company and all taxes thereon or losses arising or incurred by it with respect to the Broking Business shall, for all purposes, be treated as and deemed to be the profits, taxes or losses, as the case may be, of Resulting Company.

11.2 With effect from the date of approval to the Scheme by the Board of Directors of Demerged Company and Resulting Company, and upto and including the Effective Date:

a. the Demerged Company shall carry on the business of the Broking Business with reasonable diligence and business prudence and in the same manner as it had been doing hitherto.

b. Except with the consent of their respective Board of Directors, Demerged Company and Resulting Company shall not make any change in its respective capital structure either by any increase (by issue of equity shares, bonus shares, convertible debentures or otherwise), decrease, reduction, reclassification, sub-division or consolidation, re-organisation, or in any other manner effect the reorganisation of capital of Resulting Company.

11.3 Resulting Company shall also be entitled, pending the sanction of the Scheme, to apply to the Central Government, State Government, and all other agencies, departments and statutory authorities concerned, wherever necessary, for such consents, approvals and sanctions which Resulting Company may require including the registration, approvals, exemptions, reliefs, etc., as may be required/ granted under any law for time being in force for carrying on business of Broking Business.

PART C

AMALGAMATION OF TRANSFEROR COMPANIES INTO TRANSFEREE COMPANY

12. TRANSFER AND VESTING

Transferor of assets, properties and undertaking

12.1. With effect from the Appointed Date and upon this Scheme coming into effect, Transferor Companies without any further act, instrument or deed, be and stand merged and transferred to and vested in or be deemed to be transferred to and vested in Transferee Company as a going concern, so as to vest in Transferee Company, all the rights, titles and interests pertaining to Transferor Companies pursuant to the provisions of Sections 230 to 233 of the 2013 Act and pursuant to the orders of the NCLT/Governmental Authority as the case may be, as applicable sanctioning this Scheme.

12.2. Without prejudice to the provisions of Clause 12.1 above, in respect of such of the assets and properties (whether movable or immovable, tangible or intangible) of Transferor Companies, including cash in hand, capable of passing by manual delivery or by endorsement and delivery shall be so delivered or endorsed delivered as the case may be, and shall upon such delivery or endorsement and delivery, become the assets and properties of Transferee Company, without requiring any deed or instrument or conveyance for the same.

12.3. Upon the coming into effect of this Scheme and with effect from the Appointed Date, the assets, properties including interest, if any, in any partnership firms and undertaking of the Transferor Companies, save as provided in Clauses 12.4, 12.5 and 12.6 below, shall, under the provisions of Sections 230 to 233 of the 2013 Act, and pursuant to the orders of the NCLT/Governmental Authority as the case may be, as

applicable without any further act or deed or matter or thing to be made, done or executed but subject to the changes affecting the same as on the Effective Date, shall stand transferred to and vested in Transferee Company as a going concern so as to become the undertaking and property of the Transferee Company from the Appointed Date.

12.4. All the movable assets of the Transferor Companies, including plant and machinery, furniture and fixtures, cash in hand, etc., shall be physically handed over by manual delivery to Transferee Company to the end and intent that the title and property therein shall pass to the Transferee Company on such delivery.

12.5. In respect of movable assets other than those specified in Clause 12.4 above, including sundry debtors, outstanding loans, recoverable in cash or in kind or value to be received, bank balances and deposits with Government, bodies, customers etc., the same shall on and from the Appointed Date stand transferred to and vested in Transferee Company without any notice or other intimation to such party, debtors or depositees, as the case may be. Transferee Company may give notice, although it is not obliged, in such form as it may deem fit and proper to each party, debtors or depositees, as the case may be, that pursuant to orders of the NCLT/Governmental Authority, as the case may be, as applicable sanctioning the Scheme, the said debts, loans, advances, etc., be paid or made good or held on account of Transferee Company as the person entitled thereto to the end and intent that the right of the Transferor Companies to recover or realize the same stands extinguished. The Transferor Companies may, if required, give notice in such form as it may deem fit and proper to each person, debtor or depositee that pursuant to the orders of the NCLT/Governmental Authority, as the case may be, as applicable sanctioning the Scheme, the said person, debtor or depositee should pay the debt, loan, advance or make good the same or hold the same to its account and that the rights of Transferee

Company to recover or realize the same are in substitution of the rights of the Transferor Companies.

12.6. All the 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 and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Companies and all rights and benefits that have accrued or which may accrue to the Transferor Companies, whether before or after the Appointed Date, shall, under the provisions of Sections 230 to 233 and all other applicable provisions of the 2013 Act, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in or be deemed to be transferred to and vested in and be available to Transferee Company so as to become as and from the Appointed Date, the 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 and other benefits or privileges of Transferee Company and shall remain valid, effective and enforceable on the same terms and condition and shall be appropriately registered by the relevant statutory authorities in favour of Transferee Company pursuant to this Scheme, in order to facilitate the continuation of operations of the Transferor Companies in Transferee Company without any hindrance, on and from the Appointed Date.

12.7. All assets, properties and undertaking of the Transferor Companies as on the Appointed Date, whether or not included in the books of the Transferor Companies, and all assets and properties which are acquired by the Transferor Companies on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets and properties of Transferee Company, and shall under the

provisions of Sections 230 to 233 and all other applicable provisions, if any, of the 2013 Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in Transferee Company upon the coming into effect of this Scheme pursuant to the provisions of Sections 230 to 233 of the 2013 Act.

12.8. Pursuant to this Scheme, all benefits, entitlements and incentives of any nature whatsoever (including sales tax concessions and incentives), to the extent statutorily available, shall be claimed by Transferee Company and without the imposition of any fees, charges, taxes or levy. Such benefits shall relate back to the Appointed Date as if Transferee Company was originally entitled to such benefits, subject to compliance by the Transferee Company with all the terms and conditions upon which such benefits were made available to the Transferor Companies. With respect to admissibility of claim under section 43B of the Income-tax Act, 1961 or such provisions becoming admissible in the period after the Appointed Date on discharging liabilities pertaining to the Transferor Companies, the Transferee Company shall be entitled to such claims in the same manner and to the same extent as the Transferor Companies would have been entitled to deduction but for the amalgamation.

12.9. Upon the transfer of each of the permissions, approvals, consents, sanctions, remissions, special reservations, sales tax remissions, tax exemptions and benefits, incentives, concessions and other or similar authorisations of the Transferor Companies to Transferee Company pursuant to the order of the NCLT/Governmental Authority, as the case may be, as applicable, Transferee Company shall file the relevant notifications and communications, if any required, for the record of the appropriate authorities which shall take them on record.

Transferor of Liabilities

12.10. Upon the coming into effect of this Scheme and with effect from the Appointed Date, all debts, liabilities, duties and obligations of the Transferor Companies, shall, pursuant to the order of the NCLT/Governmental Authority, as the case may be, as applicable, made under Sections 232 or 233 of the 2013 Act, without any further act or deed, be transferred or deemed to be transferred to and vested in and assumed by Transferee Company so as to become the debts, liabilities, duties and obligations of Transferee Company. It shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which, such debts, liabilities, duties and obligations have arisen, in order to give effect to the provisions of this clause.

12.11. All debts, liabilities, duties and obligations of the Transferor Companies as on the Appointed Date, whether or not provided in the books of the Transferor Companies, and all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Transferor Companies on or after the Appointed Date till the Effective Date, shall be deemed to be and shall become the debts, loans raised, duties, liabilities and obligations incurred by Transferee Company by virtue of this Scheme.

12.12. Where any such debts, loans raised, liabilities, duties and obligations of the Transferor Companies as on the Appointed Date have been discharged or satisfied by the Transferor Companies after the Appointed Date and prior to the Effective Date, such discharge or satisfaction shall be deemed to be for and on account of Transferee Company.

12.13. All loans raised and utilised and all liabilities, duties and obligations incurred or undertaken by the Transferor Companies in the ordinary course of its business after the Appointed Date and prior to the Effective Date shall be deemed to have been

raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme and under the provisions of Sections 230 to 233 of the 2013 Act, without any further act, instrument or deed be and stand transferred to and vested in or be deemed to have been transferred to and vested in Transferee Company and shall become the loans and liabilities, duties and obligations of Transferee Company which shall meet, discharge and satisfy the same.

12.14. Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Companies and Transferee Company shall, *ipso facto*, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the Transferee Company. It is hereby clarified that there will be no accrual of interest or other charges in respect of any inter-company loans, advances and other obligations with effect from the Appointed Date.

Encumbrances

12.15. The transfer and vesting of the properties, assets, liabilities and undertakings of the Transferor Companies to and in Transferee Company under Clause 12 of this Scheme shall be subject to the mortgages and charges, if any, affecting the same, as and to the extent hereinafter provided.

12.16. All the existing securities, mortgages, charges, encumbrances or liens (the '**Encumbrances**'), if any, as on the Appointed Date and created by the Transferor Companies after the Appointed Date, over the properties, assets, undertakings or any part thereof transferred to Transferee Company by virtue of this Scheme and in so far

as such Encumbrances secure or relate to liabilities of the Transferor Companies, the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to Transferee Company, and such Encumbrances shall not relate or attach to any of the other assets of Transferee Company, provided however that no Encumbrances shall have been created by the Transferor Companies over their assets after the date of filing of the Scheme without the prior written consent of the Board of Directors of Transferee Company.

12.17. The existing Encumbrances over the assets and properties of Transferee Company or any part thereof which relate to the liabilities and obligations of Transferee Company prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Companies transferred to and vested in the Transferee Company by virtue of this Scheme.

12.18. Any reference in any security documents or arrangements (to which any of the Transferor Companies is a party) to any of the Transferor Companies and its assets and properties, shall be construed as a reference to Transferee Company and the assets and properties of the Transferor Companies transferred to Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferor Companies and Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge(s), with the Registrar of Companies to give formal effect to the above provisions, if required.

12.19. Upon the coming into effect of this Scheme, Transferee Company alone shall be liable to perform all obligations in respect of the liabilities, which have been transferred to it in terms of the Scheme.

12.20. It is expressly provided that no other term or condition of the liabilities transferred to Transferee Company is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.

12.21. The provisions of Clause 12 shall operate in accordance with the terms of the Scheme, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings shall be deemed to stand modified and/or superseded by the foregoing provisions.

12.22. This Scheme has been drawn up to comply with the conditions relating to "amalgamation" as specified under Section 2(1B) of the Income-Tax Act, 1961. If any terms or provisions of the Scheme is/are inconsistent with the provisions of Section 2(1B) of the Income-Tax Act, 1961, the provisions of Section 2(1B) of the Income-Tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent necessary to comply with Section 2(1B) of the Income-Tax Act, 1961, such that the modification to not affect other parts of the Scheme.

Contracts, Deeds, Bonds and Other Instruments

12.23. Upon the coming into effect of this Scheme and subject to the provisions of the Scheme, all memoranda of understanding, contracts, schemes, assurances, licences, insurance policies, guarantees, deeds, bonds, agreements, arrangements and other instruments of whatsoever nature to which the Transferor Companies is a party or to the benefit of which the Transferor Companies may be eligible and which are subsisting or having effect immediately before the Effective Date, shall continue in full force and effect against or in favour of the Transferee Company as the case may be, and may be enforced as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary or obligee or obligor thereto. The Transferee Company shall, if so required or becomes necessary,

upon the coming into effect of this Scheme enter into and/ or issue and/or execute deeds, writings or confirmations to give effect to the provisions in this clause.

13. EMPLOYEES OF TRANSFEROR COMPANIES

Upon the coming into effect of this Scheme:

13.1. All the staff, workmen, employees or other labor of the Transferor Companies who are in its employment as on the Effective Date shall become the staff, workmen, employees or other labor of the Transferee Company with effect from the Appointed Date without any break or interruption in service and on terms and conditions as to employment and remuneration not less favorable than those on which they are engaged or employed by the Transferor Companies. It is clarified that the staff, workmen, employees or other labor of the Transferor Companies who become staff, workmen, employees or other labor of Transferee Company by virtue of this Scheme, shall not be entitled to the employment policies and shall not be entitled to avail of any schemes and benefits that may be applicable and available to any of the staff, workmen, employees or other labor of Transferee Company, unless otherwise determined by the Board of Directors of Transferee Company. Transferee Company undertakes to continue to abide by any agreement/ settlement, if any, validly entered into by the Transferor Companies with any staff, workmen, employees or other labor of the Transferor Companies, recognized by the Transferor Companies. After the Effective Date, Transferee Company shall be entitled to vary the terms and conditions as to employment and remuneration of the staff, workmen, employees or other labor of the Transferor Companies on the same basis as it may do for the staff, workmen, employees or other labor of Transferee Company.

13.2. The accumulated balances standing to the credit of the transferred employees' provident fund and /or gratuity fund and/or superannuation fund and /or any other

retirement fund shall be transferred and credited to the corresponding statutory and/or exempted retirement fund of Transferee Company subject to approval of the concerned authorities. The funds shall, subject to the necessary approvals and permissions and at the discretion of Transferee Company, either be continued as separate funds of Transferee Company for the benefit of the employees of the Transferor Companies or be transferred to and merged with other similar funds, if any, of Transferee Company. In the event that Transferee Company does not have its own funds in respect of any of the above, Transferee Company may, subject to necessary approvals and permissions, continue to contribute to the relevant funds of the Transferor Companies, until such time that Transferee Company creates its own fund, at which time the funds and the investments and contributions pertaining to the employees of the Transferor Companies shall be transferred to the funds created by Transferee Company. It is clarified that the services of the employees of the Transferor Companies will be treated as having been continuous for the purpose of the said fund or funds.

13.3. For the purpose of Clause 13.2 above, Transferee Company shall stand substituted for the Transferor Companies for all purposes whatsoever including the administration or operation of such funds according to the terms provided in the respective trust deeds governing such funds. It is the aim and the intent of this Scheme that all rights, duties, powers and responsibilities respectively of Transferor Companies in relation to such funds shall become the rights, duties, powers and responsibilities of Transferee Company.

14. CONSIDERATION

14.1. Transferor Company 1, Transferor Company 2, Transferor Company 3, Transferor Company 9, Transferor Company 10 and Transferor Company 11, are wholly owned subsidiaries of the Transferee Company.

14.2. Transferor Company 6, Transferor Company 7 and Transferor Company 8 are wholly owned subsidiaries of Transferor Company 1; and are indirect wholly owned subsidiary of Transferee Company. Whereas Transferor Company 4 and Transferor Company 5 are wholly subsidiaries of Transferor Company 3 and are indirect wholly owned subsidiaries of Transferee Company.

14.3. Upon the coming into effect of the Scheme, and in consideration for the transfer of and vesting of the properties, assets and liabilities of the Transferor Companies in the Transferee Company in terms of this Scheme, Transferee Company shall not be required to issue any shares, since Transferee Company being the shareholder of the Transferor Companies as mentioned in Clause 14.1 above, cannot issue shares to itself, pursuant to applicable laws in India. Also, since Transferor Company 1 and Transferor Company 3 being shareholder of respective Transferor Companies as mentioned in Clause 14.2 above, will also be amalgamated with Transferee Company and hence no shares will be issued for amalgamation of Transferor Companies mentioned in Clause 14.2 above.

14.4. Therefore, Transferee Company shall not be required to issue any shares or pay any consideration to the shareholders of the Transferor Companies and all the Equity Shares held by Transferee Company, Transferor Company 2 and Transferor Company 3 in the respective Transferor Companies shall be cancelled.

14.5. Upon the coming into effect of this Scheme, the share certificates representing the shares in the Transferor Companies shall be cancelled without requirement of any further act or deed for cancellation thereof by the Transferee Company, Transferor Company 2 and Transferor Company 3.

15. ACCOUNTING TREATMENT

ACCOUNTING TREATMENT IN THE BOOKS OF TRANFEREE COMPANY

15.1. Upon the coming into effect of this Scheme and on and from the Appointed Date and subject to any corrections and adjustments as may, in the opinion of the Board of Directors of Transferee Company, be required, Transferee Company shall account for the amalgamation in its books, as per the provisions of Accounting Standard 14 issued by the Institute of Chartered Accountants of India, as under.

15.2. Transferee Company shall record the assets and liabilities, including reserves of the Transferor Companies vested in it pursuant to this Scheme, at the respective book values as appearing in the books of the respective Transferor Companies.

15.3. The identity of the reserves appearing in the books of Transferor Companies shall be preserved and such reserves shall appear in the books of Transferee Company in the same form in which they appeared in the books of Transferor Companies.

15.4. The shares held by Transferee Company in the Transferor Companies shall stand cancelled in accordance with Clause 14 above.

15.5. Any inter-company balances, investments, guarantees etc. either amongst the Transferor Companies or *vis-à-vis* the Transferee Company shall stand cancelled.

15.6. In case of any differences in accounting policy between the Transferor Companies and the Transferee Company, the accounting policies followed by the Transferee Company will prevail and the difference, if any, will be quantified and adjusted in the General Reserve Account, to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

15.7. The difference between the net assets (assets less liabilities) and the reserves of the Transferor Companies transferred to the Transferee Company, after factoring adjustments in Clauses 15.1 to 15.6 above shall be adjusted in the reserves of the Transferee Company in accordance with accounting principal prescribed as per the

provisions of Accounting Standard 14 issued by the Institute of Chartered Accountants of India.

16. COMBINATION OF AUTHORISED SHARE CAPITAL

16.1. Upon sanction of this Scheme, the authorised share capital of Transferee Company shall stand increased without any further act, instrument or deed on the part of Transferee Company including payment of stamp duty and fees payable to Registrar of Companies, by the authorised share capital of Transferor Companies as on the Effective Date and 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, be and stand altered, modified and amended, and the consent of the shareholders of Transferee Company to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under the applicable provisions of the 2013 Act would be required to be separately passed, and for this purpose the stamp duty and fees paid on the authorized share capital of the Transferor Companies shall be utilized and applied to the increased authorized share capital of Transferee Company and there would be no requirement for any further payment of stamp duty and/or fee by Transferee Company for increase in the authorised share capital to that extent.

16.2. Accordingly upon sanction of this Scheme, Clause V of the memorandum of association of Transferee Company be and is hereby replaced with the following:

["V. The authorized share capital is Rs. _____ divided into _____equity shares of Re. __/- each, _____'Class A', ___% Redeemable preference shares of Rs. 10 each, _____ "]

16.3. It is clarified that the approval of the members of Transferee Company to the Scheme shall be deemed to be their consent/ approval also to the alteration of the

memorandum of association and articles of association of Transferee Company as may be required under the 2013 Act.

17. DISSOLUTION OF TRANSFEROR COMPANIES

On the Scheme becoming effective, the Transferor Companies shall stand dissolved without being wound-up.

17.1. On and with effect from the Effective Date, the name of the Transferor Companies shall be struck off from the records of the relevant Registrar of Companies. Transferee Company shall make necessary filings in this regard.

18. CONTINUATION OF LEGAL PROCEEDINGS

18.1. On and from the Appointed Date, all suits, actions, claims and legal proceedings by or against the Transferor Companies pending and/or arising on or before the Effective Date shall be continued and / or enforced as desired by the Transferee Company and on and from the Effective Date, shall be continued and / or enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been originally instituted and/or pending and/or arising by or against the Transferee Company.

19. TREATMENT OF TAXES

19.1. Upon the Scheme coming into effect, all taxes / cess / duties paid, payable, received or receivable by or on behalf of the Transferor Companies including all or any refunds, claims or entitlements as to Minimum Alternate Tax credits, taxes paid in advance, and /or tax deducted at source, including refunds or claims pending with the revenue authorities, if any, shall, for all purposes, be treated as the tax / cess / duty, liabilities or refunds, minimum alternate tax paid and resulting entitlements for set-off, credits of the

Transferee Company.

19.2. All tax assessment proceedings/ appeals of whatsoever nature by or against the Transferor Companies shall be continued and/ or enforced by the Transferee Company. Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the consolidation of the Transferor Companies with the Transferee Company or anything contained in the Scheme.

19.3. All compliances with respect to taxes or any other law between the Appointed Date and Effective Date done by the Transferor Companies shall, upon the approval of this Scheme, be deemed to have been compiled by the Transferee Company. Without prejudice to the above, upon the Scheme becoming effective, the Transferee Company is also expressly permitted to revise, its income-tax returns, TDS returns, other tax returns, to obtain TDS certificates, including TDS certificates relating to transactions between or amongst the Transferor Companies and the Transferee Company, and to claim refunds, advance tax, minimum alternate tax credit and withholding tax credits, benefit of carry forward of accumulated losses etc., pursuant to the provisions of this Scheme.

20. SAVING OF CONCLUDED TRANSACTIONS

20.1. The transfer of properties and liabilities to, and the continuance of proceedings by, or against, Transferee Company as envisaged in Clause 12 and Clause 18 above shall not affect any transaction or proceedings already concluded by the Transferor Companies on or before the Appointed Date and after the Appointed Date till the Effective Date, to the end and intent that Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Companies in respect thereto as done and executed on behalf of itself.

21. CONDUCT OF BUSINESS

With effect from the Appointed Date and up to and including the Effective Date, the following provisions shall be in force:

21.1. The Transferor Companies shall carry on and be deemed to have carried on all their business and activities and shall be deemed to have held and been in possession of and shall hold and be in possession of all the undertaking of the Transferor Companies for and on account of and in trust for the Transferee Company.

21.2. All the profits or incomes accruing or arising to the Transferor Companies, and all expenditure or losses arising or incurred (including all taxes, if any, paid or accruing in respect of any profits and income) by the Transferor Companies, shall, for all purposes, be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses of the Transferee Company, as the case may be, including for the purpose of taxation.

21.3. All taxes (including income tax, sales tax, excise duty, customs duty, service tax, VAT, etc.) paid or payable by the Transferor Companies in respect of the operations and/or the profits of the business before the Appointed Date, shall be on account of the Transferor Companies and, insofar as it relates to the tax payment (including, without limitation, sales tax, excise duty, custom duty, income tax, service tax, VAT, etc.), whether by way of deduction at source, advance tax, minimum alternate tax credit or otherwise howsoever, by the Transferor Companies in respect of the profits or activities or operation of its business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

21.4. The Transferor Companies and/ or the Transferee Company, as the case may be, shall preserve and carry on its business and activities with reasonable diligence and business prudence and shall not, without the prior consent in writing of any of the

persons authorised by the Board of Directors of the Transferor Companies or the Transferee Company, as the case may be, undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments or sell, transfer, alienate, charge, mortgage, encumber or otherwise deal with its fixed assets or any part thereof, except in the ordinary course of business, or pursuant to any pre-existing obligation(s) undertaken by the Transferor Companies and the Transferee Company, as the case may be.

21.5. The Transferor Companies and/ or the Transferee Company, as the case may be, shall not, without the prior consent in writing of any of persons authorised by the Board of Directors of the Transferor Companies or Transferee Company, as the case may be, make any change in its capital structure, whether by way of increase (by issue of equity shares on rights basis, bonus shares) decrease, reduction, reclassification, sub-division or consolidation, re-organisation, or in any other manner which may, in any way.

21.6. The Transferor Companies and/ or the Transferee Company, as the case may be, shall not, without the prior consent in writing of any of persons authorised by the Board of Directors of the Transferor Companies or the Transferee Company, as the case may be, undertake (i) any material decision in relation to its business and affairs and operations (ii) any agreement or transaction (other than an agreement or transaction in the ordinary course of business) (iii) any new business, or discontinue any existing business or change the installed capacity of facilities unless already provided in this Scheme.

21.7. The Transferor Companies shall not vary the terms and conditions of employment of any of its employees, except in the ordinary course of business or without the prior consent of the Transferee Company or pursuant to any pre-existing obligation undertaken by the Transferor Companies prior to the Appointed Date.

21.8. The Transferee Company shall be entitled to depute its employees and/or representatives to the office(s)/factory site(s) of the Transferor Companies to ensure compliance with the provisions of Clauses 21.1 to 21.7 above.

21.9. The Transferor Companies shall be entitled, pending the approval of this Scheme by the NCLT/Governmental Authority, as the case may be, as applicable or anytime thereafter, to apply to the Central Government and appropriate State Governments and all other relevant agencies, departments, corporations and authorities as may be necessary for such consents, approvals and sanctions which the Transferee Company may require for the purpose of owning, operating and carrying on the business and activities of the Transferor Companies.

21.10. The Transferee Company shall be entitled, either pending the approval or pursuant to the approval of this Scheme by the NCLT/Governmental Authority, as the case may be, as applicable or anytime thereafter, to apply to the Central Government and appropriate State Governments and all other relevant agencies, departments, corporations and authorities as may be necessary for such consents, approvals and sanctions which the Transferee Company may require for the purpose of owning, operating and carrying on the business and activities of the Transferor Companies.

PART D

GENERAL TERMS & CONDITIONS

22. APPLICATION TO NCLT/GOVERNMENTAL AUTHORITY

22.1. Transferor Companies, Transferee Company and the Resulting Company shall make all necessary applications under Sections 230 to 233 and other applicable provisions of the 2013 Act to the NCLT/Governmental Authority, as the case may be, as applicable, as decided by the Board of REL for seeking approval of the Scheme and for dissolution of Transferor Companies without being wound up.

23. MODIFICATION OR AMENDMENTS TO THE SCHEME

23.1. Transferor Companies, Transferee Company and the Resulting Company by their respective Boards of Directors (the “Board”, which term shall include committee thereof and/or person(s) authorized by the Board or the committee), may assent to/make and/or consent to any modifications/amendments of any kind to the Scheme or to any conditions or limitations that the NCLT/Governmental Authority, as the case may be, as applicable and/or any other authority (including SEBI and stock exchanges) under law may deem fit to direct or impose, or which may otherwise be considered necessary, desirable or appropriate as a result of subsequent events or otherwise by them (i.e. the Board).

23.2. Transferor Companies, Transferee Company and the Resulting Company by their respective Board are authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whatsoever for carrying the Scheme into effect, whether by reason of any directive or order 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.

24. CONDITIONALITY OF THE SCHEME

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

24.1. The Scheme being approved by the requisite majority in number and value of the various class of shareholders and/or creditors (where applicable) of Transferor Companies, Transferee Company and the Resulting Company respectively, as may be directed by the NCLT/Governmental Authority, as the case may be, as applicable.

24.2. Receipt of approvals of the relevant stock exchanges and SEBI in terms of the SEBI Circulars, if required or any other applicable law, approvals of stock exchanges, if any required for the demerger of the Broking Business of RSL to the Resulting Company.

24.3. Receipt of approval of Reserve Bank of India, if required, under applicable laws, rules and regulations.

24.4. Receipt of approval of Foreign Investment Promotion Board, if required, under applicable laws, rules and regulations.

24.5. The Scheme being sanctioned by the NCLT/Governmental Authority, as the case may be, as applicable or any other authority under Sections 230 to 233 and other applicable provisions of the 2013 Act.

24.6. Certified copies of the orders of the NCLT/Governmental Authority, as the case may be, as applicable sanctioning the Scheme being filed with the concerned Registrar of Companies, by the Transferor Companies, Transferee Company and the Resulting Company respectively.

24.7. The requisite consent, approval or permission of any other statutory or regulatory authority including SEBI, stock exchanges(s), depository(ies), AMFI which by law may be necessary for the implementation of this Scheme.

24.8. The provisions contained in this Scheme are inextricably inter-linked with the other

provisions and the Scheme constitutes an integral whole. The Scheme would be given effect to only if is approved in its entirety unless specifically agreed otherwise by the Board of Directors / committee of / person(s) authorized by the Board and / or committee of Transferor Companies, Transferee Company and the Resulting Company.

25. EFFECT OF NON-RECEIPT OF APPROVALS

25.1. In the event of any of the said sanctions and approvals referred to in the Clause 24 not being obtained and/ or the Scheme not being sanctioned by the NCLT/Governmental Authority, as the case may be, as applicable or such other competent authority and / or the order not being passed as aforesaid before March 31, 2018 or within such further period or periods as may be agreed upon between Transferor Companies, Transferee Company and the Resulting Company by their Boards of Directors (and which the Boards of Directors of the respective companies and/or person(s) authorized by the Board are hereby empowered and authorised to agree to and extend the Scheme from time to time without any limitation) this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law.

26. COSTS, CHARGES AND EXPENSES

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