



21st April, 2017

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

The Listing Department
National Stock Exchange of
India Limited
Exchange Plaza, 5th Floor,
Plot No.-C/1, 'G' Block,
Bandra- Kurla Complex,
Bandra (E)
Mumbai - 400051

Listing Department
The Calcutta Stock Exchange
Ltd.
7 Lyons Range,
Kolkata-700001

Dear Sirs,

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

Ref: Company's letter dated 14th April, 2017

Further to our aforesaid letter dated 14th April, 2017 and in terms of the captioned Circulars and Regulation 37 of the SEBI (LODR) Regulations, 2015, we are filing the draft Scheme of Amalgamation of BJN Paints India Limited ("the Transferor Company"), a wholly owned subsidiary of Beepee Coatings Private Limited (wholly owned subsidiary of the Company) with the Company, with effect from 1st April, 2017 ("Appointed Date"), pursuant to Sections 230 and 232 of the Companies Act, 2013, for the purpose of disclosures.

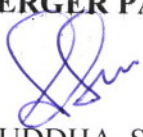
The Scheme is conditional upon and subject, inter alia, to sanction of the same by the Hon'ble National Company Law Tribunal ("NCLT").

The draft Scheme is enclosed as Annexure A.

Thanking you

Yours faithfully,

For **BERGER PAINTS INDIA LIMITED**


ANIRUDDHA SEN
SR. VICE PRESIDENT &
COMPANY SECRETARY

Encl.: a/a

BERGER PAINTS INDIA LIMITED

Berger House, 129, Park Street, Kolkata - 700 017, Phone : 2229 9724-28, 2229 6005-06, Fax : 91-33-2249 9009/9729, www.bergerpaints.com
CIN - L51434WB1923PLC004793, E-mail : consumerfeedback@bergerindia.com

Annexure -A

Scheme of Amalgamation
(Pursuant to Sections 230 and 232 of the Companies Act, 2013)
of
BJN Paints India Limited: Transferor Company
with
Berger Paints India Limited: Transferee Company

PART - I

(Preliminary: Definition, Share Capital and Objects & Reasons)

1. DEFINITIONS:

In this Scheme, unless inconsistent with the meaning or context thereof, the following expressions shall have the following meanings:

- i. **"Act"** means the Companies Act, 2013, or any statutory modifications or re-enactment thereof.
- ii. **"Appointed Date"** means the 1st day of April, 2017.
- iii. **"Board of Directors"** or **"Board"** means the board of directors of the Transferor Company or the Transferee Company, as the case may be, and shall include a duly constituted committee thereof.
- iv. **"Effective Date"** means the date or last of the dates on which certified copies of the order of the Hon'ble National Company Law Tribunal (NCLT) sanctioning this Scheme are filed by the Transferor Company and the Transferee Company with the Registrar of Companies.
- v. **"NCLT"** means the Hon'ble National Company Law Tribunal having its Bench at Kolkata.
- vi. **"Scheme"** means this Scheme of Amalgamation of the Transferor Company with the Transferee Company pursuant to Sections 230 and 232 of the Act in the present form or with such modification(s) as sanctioned by the Hon'ble NCLT.
- vii. **"Transferor Company"** means BJN Paints India Limited, a company incorporated under the provisions of the Companies Act, 1956 and being a company within the meaning of the Companies Act, 2013, having its registered office at 'Berger House', 129, Park Street, Kolkata 700 017 in the State of West Bengal.
- viii. **"Transferee Company"** means Berger Paints India Limited, a company incorporated under the provisions of the Indian Companies Act, 1913 and being a company within the meaning

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of the Companies Act, 2013 having its registered office at 'Berger House', 129, Park Street, Kolkata 700 017 in the State of West Bengal.

ix. **"Undertaking of the Transferor Company"** means and includes:

- (a) All the properties, assets, rights and powers of the Transferor Company and
- (b) All the debts, liabilities, duties and obligations of the Transferor Company.

Without prejudice to the generality of the foregoing clause, the said Undertaking shall include all rights, powers, interests, authorities, privileges and all properties and assets, moveable or immovable, freehold or leasehold, real or personal, tangible or intangible, corporeal or incorporeal, in possession or reversion, present or contingent, of whatsoever nature and wherever situated, including all lands, buildings, plant and machinery, office equipments, inventories, investments in shares, debentures, bonds and other securities, sundry debtors, cash and bank balances, tax credits, loans and advances, leases and all other interests and rights in or arising out of such properties together with all liberties, easements, advantages, exemptions, approvals and licenses, if any, held as on the Appointed Date, applied for or as may be obtained thereafter by the Transferor Company or which the Transferor Company is entitled to, together with the benefit of all respective contracts and engagements and all respective books, papers, documents and records of the Transferor Company.

x. Word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed thereto.

2. **SHARE CAPITAL:**

The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferor Company and the Transferee Company as on the date of approval of this Scheme by the Boards of Directors of the said companies, i.e. as on 14th April, 2017, is as under:

i. Transferor Company:

Authorised Share Capital:

1,00,00,000 Equity Shares of Rs.10/- each

(Rs.)

10,00,00,000/-

Issued, Subscribed and Paid-up Share Capital:

50,000 Equity Shares of Rs.10/- each fully paid up

5,00,000/-

All the Equity Shares issued by the Transferor Company are held by Beepee Coatings Private Limited ("BCPL") along with its nominees and the Transferor Company is thus a wholly-owned (100%) subsidiary of BCPL. BCPL is itself a wholly owned (100%) subsidiary of

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the Transferee Company and the Transferor Company is thus also a wholly owned (100%) step-down subsidiary of the Transferee Company.

ii. Transferee Company:

<u>Authorised Share Capital:</u>	(Rs.)
110,00,00,000 Equity Shares of Re.1/- each	110,00,00,000/-

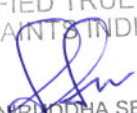
<u>Issued Share Capital:</u>	
97,10,78,127 Equity Shares of Re.1/- each	97,10,78,127/-

<u>Subscribed and Paid-up Share Capital:</u>	
97,09,86,647 Equity Shares of Re.1/- each fully paid up	97,09,86,647/-

3. **OBJECTS AND REASONS:**

- i. The Transferee Company is a well established concern engaged in the business of manufacturing paints and coatings for various applications, including decorative paints, protective coatings, automotive and industrial coatings and powder coatings. Such business is carried on by the Transferee Company directly as also through its various subsidiaries and associate companies in India and other countries, including the Transferor Company. The Transferor Company is a wholly owned step down subsidiary of the Transferee Company as stated in clause 2 above. The Transferor Company is engaged in the business of manufacturing and processing architectural paints and coatings which it had acquired from Sherwin Williams Paints India Private Limited with effect from close of business hours of 31st March, 2013. Such acquisition was a strategic acquisition to increase the group's share in the architectural coatings business and presence in the key markets covered by the said business. The said business has since stabilised. The said business of the Transferor Company can now be combined with and carried on in conjunction with the business of the Transferee Company more conveniently and efficiently.
- ii. In the circumstances it is considered desirable and expedient to amalgamate the Transferor Company with the Transferee Company in the manner and on the terms and conditions stated in this Scheme of Amalgamation.
- iii. The amalgamation will enable appropriate consolidation of the activities of the Transferor Company and the Transferee Company with pooling and more efficient utilisation of their resources, greater economies of scale, reduction in overheads and other expenses and improvement in various operating parameters. The same will result, inter alia, from better inventory management, reduction of working capital requirements, lower cost of production and better integration of operations which will be facilitated by and will follow the amalgamation. As such the Scheme will enable the business and undertakings of the

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amalgamated entity to be run, controlled and managed more economically, conveniently and advantageously.

- iv. The business of the Transferor Company will stand fully integrated with the business of the Transferee Company consequent to the amalgamation. The same will enable the potential of the said businesses to be realised more fully.
- v. The Scheme is proposed accordingly and will have beneficial results for the said Companies, their shareholders, employees and all concerned.

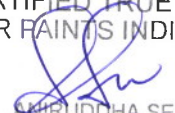
PART - II

(The Scheme)

4. TRANSFER OF UNDERTAKING:

- 4.1 With effect from the Appointed Date, the Transferor Company shall stand amalgamated with the Transferee Company, as provided in the Scheme. Accordingly, the Undertaking of the Transferor Company shall, pursuant to the provisions contained in Section 232 and other applicable provisions of the Act, stand transferred to and vest in and be deemed to be transferred to and vested in the Transferee Company, as a going concern without any further act, deed, matter or thing so as to become on and from the Appointed Date, the Undertaking of the Transferee Company.
- 4.2 All debts, liabilities, duties and obligations of the Transferor Company, including those arising from taxation laws, as on the Appointed Date whether provided for or not in the books of the Transferor Company and all other liabilities which may accrue or arise after the Appointed Date but relate to the period on or upto the Appointed Date shall also be transferred to the Transferee Company, without any further act, deed, matter or thing pursuant to the provisions contained in Section 232 of the Act, so as to become the debts, liabilities, duties and obligations of the Transferee Company.
- 4.3 The transfer of the Undertaking of the Transferor Company, as aforesaid, shall be subject to the existing charges, if any, over or in respect of any of the assets or any part thereof, provided however that such charges shall be confined only to the relative assets of the Transferor Company or part thereof on or over which they are subsisting on transfer of such assets to the Transferee Company and no such charges shall extend over or apply to any other asset(s) of the Transferee Company. Any reference in any security documents or arrangements (to which the Transferor Company is a party) to any assets of the Transferor Company shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of the Transferee Company. Similarly, the Transferee Company shall not be required to create any additional security over assets acquired by it under this Scheme for any loans, debentures, deposits or other

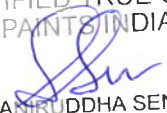
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financial assistance already availed/to be availed by it and the charges in respect of such indebtedness of the Transferee Company shall not extend or be deemed to extend or apply to the assets so acquired by the Transferee Company.

- 4.4 For the removal of doubts, it is clarified that to the extent that there are obligations, balances or other outstandings (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) as between the Transferor Company and the Transferee Company, the obligations in respect thereof shall come to an end.
- 4.5 Subject to the other provisions of this Scheme, all licenses, permissions, approvals, consents, registrations, eligibility certificates and no-objection certificates obtained by the Transferor Company for its operations and/or to which the Transferor Company is entitled to in terms of the various Statutes / Schemes / Policies etc. of Union and State Governments, shall be available to and vest in the Transferee Company, without any further act or deed and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Transferee Company. Since the Undertaking of the Transferor Company will be transferred to and vested in the Transferee Company as a going concern without any break or interruption in the operations thereof, the Transferee Company shall be entitled to the benefit of all such licenses, permissions, approvals, consents, registrations, eligibility certificates and no-objection certificates as enjoyed by the Transferor Company and to carry on and continue the operations of the Undertaking of the Transferor Company on the basis of the same upon this Scheme becoming effective. Further, all benefits, including credit for Maximum Alternate Tax, Advance tax and tax deducted at source and other benefits under Income Tax Act and tax credits and benefits relating to Sales Tax, Value Added Tax, excise duty, service tax, customs duties, octroi, entry tax, and other direct and indirect taxes, etcetera, to which the Transferor Company is entitled to in terms of the various Statutes / Schemes / Policies etc. of Union and State Governments, shall be available to and vest in the Transferee Company upon this Scheme becoming effective.
- 4.6 Upon the coming into effect of this Scheme, the resolutions, and other actions undertaken by the Transferor Company, including the approvals that may have been obtained by Transferor Company from its shareholders, if required, under the provisions of the Act and which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute a part of the aggregate of the said limits in the Transferee Company.

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- 4.7 Consequent to and as part of the amalgamation of the Transferor Company with the Transferee Company herein, the Authorised Share Capital of the Transferor Company shall stand merged into and combined with the Authorised Share Capital of the Transferee Company pursuant to the Scheme, without any further act or deed, and without payment of any registration or filing fee on such combined Authorised Share Capital, the Transferor Company and the Transferee Company having already paid such fees. Accordingly, the Authorised Share Capital of the Transferee Company resulting from the amalgamation of the Transferor Company with the Transferee Company shall be a sum of Rs. 120,00,00,000/- divided into 110,00,00,000 Equity Shares of Re.1/- each and 1,00,00,000 Equity Shares of Rs.10/- each. Further, such resulting Authorised Share Capital of Rs.120,00,00,000/- shall, upon the Scheme becoming effective, stand reorganized into 120,00,00,000 Equity Shares of Re.1/- each and Clause V of the Memorandum of Association and Article 3 of the Articles of Association of the Transferee Company shall stand altered accordingly and substituted by the following Clause and Article:

i. Clause V of Memorandum of Association of the Transferee Company:

"The Authorised Share Capital of the Company is Rs 120,00,00,000 (Rupees One Hundred and Twenty Crores only) divided into 120,00,00,000 Equity Shares of Re.1/- (Rupee One) each."

ii. Article 3 of Articles of Association of the Transferee Company:

"The Authorised Share Capital of the Company is Rs 120,00,00,000 (Rupees One Hundred and Twenty Crores only) divided into 120,00,00,000 Equity Shares of Re.1/- (Rupee One) each."

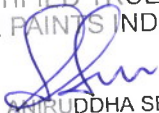
5. **LEGAL PROCEEDINGS:**

If any suits, actions and proceedings of whatsoever nature (hereinafter called "**the Proceedings**") by or against the Transferor Company are pending on the Appointed Date, the same shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme, but the Proceedings may be continued and enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as the same would or might have continued and enforced by or against the Transferor Company, in the absence of the Scheme.

6. **CONTRACTS AND DEEDS:**

Subject to other provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements, engagements and other instruments of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible and which have not lapsed and are subsisting on the Appointed Date shall remain in full force and effect against or in favour of the Transferee Company, as the case may be,

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and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto.

7. SAVING OF CONCLUDED TRANSACTIONS:

The transfer and vesting of the Undertaking of the Transferor Company under Clause 4 above, the continuance of Proceedings by or against the Transferee Company under Clause 5 above and the effectiveness of contracts and deeds under Clause 6 above shall not affect any transaction or proceeding already concluded by the Transferor Company on or before the Effective Date to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by and on behalf of the Transferor Company as acts, deeds and things done and executed by and on behalf of the Transferee Company.

8. EMPLOYEES:

On and from the Effective Date:

- 8.1 All the employees of the Transferor Company in service on the Effective Date shall become the employees of the Transferee Company on the same terms and conditions on which they are engaged by the Transferor Company without treating it as a break, discontinuance or interruption in service on the said date.
- 8.2 Accordingly the services of such employees for the purpose of Provident Fund or Gratuity or Superannuation or other statutory purposes and for all purposes will be reckoned from the date of their respective appointments with the Transferor Company.
- 8.3 It is expressly provided that the Provident Funds, Gratuity Funds, Superannuation Fund or any other Fund or Funds created or existing for the benefit of the employees, as applicable, of the Transferor Company shall be continued by the Transferee Company and the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever, including in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such Fund or Funds shall become those of the Transferee Company.

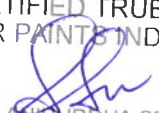
9. DISSOLUTION OF THE TRANSFEROR COMPANY:

The Transferor Company shall be dissolved without winding up pursuant to the provisions of Section 232 of the Act.

10. CONDUCT OF BUSINESS TILL EFFECTIVE DATE:

With effect from the Appointed Date and upto the Effective Date:

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- i. The Transferor Company shall carry on and be deemed to have carried on all its business and activities and shall hold and stand possessed of and be deemed to have held and stood possessed of all its assets for and on account of and in trust for the Transferee Company.
- ii. The Transferor Company shall carry on its businesses and activities with due diligence and business prudence and shall not charge, mortgage, encumber, alienate or otherwise deal with its assets or any part thereof, nor incur, accept or acknowledge any debt, obligation or any liability or incur any major expenditure, except as is necessary in the ordinary course of its business, without the prior written consent of the Transferee Company.
- iii. All profits or income accruing or arising to the Transferor Company (including taxes paid thereon) or expenditure or losses arising or incurred by the Transferor Company on and after the Appointed Date shall, for all purposes, be deemed to have accrued as the profits or income (including taxes paid) or expenditure or losses, as the case may be, of the Transferee Company.
- iv. The Transferor Company shall not utilize the profits or income for the purpose of declaring or paying any dividend or for any other purpose in respect of the periods falling on and after the Appointed Date, without the prior written consent of the Transferee Company.

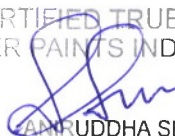
11. CANCELLATION AND NO ISSUE OF SHARES:

Since all the Equity Shares of the Transferor Company are held by Beepee Coatings Private Limited (BCPL) which is itself a wholly owned subsidiary of the Transferee Company, and the Transferee Company, being the holding company, cannot issue or allot any shares to its subsidiary, no shares whatsoever shall be issued by the Transferee Company in consideration of the amalgamation. Accordingly, the said Equity Shares of Transferor Company and the corresponding investment of BCPL in such Equity Shares shall stand cancelled upon the Scheme becoming effective without issue or allotment of any new shares in lieu of such Equity Shares.

12. ACCOUNTING:

- 12.1 The amalgamation shall be accounted for in the books of account of the Transferee Company according to the pooling of interests method under Indian Accounting Standard (Ind AS) 103, Appendix C, applicable to business combinations of entities under common control notified under the Companies (Indian Accounting Standards) Rules, 2015 of the Companies Act, 2013.

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- 12.2 Accordingly on and from the Appointed Date and subject to the provisions hereof and such other corrections and adjustments as may, in the opinion of the Board of Directors of the Transferee Company, be required and except to the extent required otherwise by law, all assets and liabilities of the Transferor Company transferred to the Transferee Company under the Scheme shall be recorded in the books of accounts of the Transferee Company at the book values as recorded in the Transferor Company' books of accounts.
- 12.3 All reserves of the Transferor Company shall be incorporated in the books of account of the Transferee Company in the same form in which they appear in the books of the Transferor Company.
- 12.4 The amount of any inter-company balances and loans or advances between the Transferor Company and Transferee Company, if any, shall stand cancelled without any further act or deed, upon the Scheme coming into effect, and the amounts so cancelled shall not be recorded in the books of account of the Transferee Company.

13. APPLICATIONS:

The Transferor Company shall, with all reasonable dispatch, make necessary applications pursuant to Sections 230 and 232 of the Act to the Hon'ble NCLT for sanction and carrying out of the Scheme and for consequent dissolution of the Transferor Company without winding up. The Transferor Company and the Transferee Company shall also seek such other approvals as may be necessary in law, if any, for bringing the Scheme into effect and be entitled to take such other steps and proceedings as may be necessary or expedient to give full and formal effect to the provisions of this Scheme.

14. APPROVALS AND MODIFICATIONS:

The Transferor Company and the Transferee Company (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) are empowered and authorised:

- i. to assent from time to time to any modifications or amendments or substitutions of the Scheme or of any conditions or limitations which the Hon'ble NCLT and / or any other authorities under law may deem fit to approve or direct or which may be considered necessary due to any change in law or as may be otherwise deemed expedient or necessary by the respective Board of Directors as being in the best interest of the said companies and their shareholders.
- ii. to settle all doubts or difficulties that may arise in carrying out the Scheme, to give their approval to all such matters and things as is contemplated or required to be given by them in terms of this Scheme and to do and execute all other acts, deeds, matters and things necessary, desirable or proper for putting the Scheme into effect,

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including for carrying out or performing all such formalities or compliances as may be deemed proper and necessary for effecting transfer and vesting of the properties of the Transferor Company.

Without prejudice to the generality of the foregoing, the Transferor Company and the Transferee Company (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) shall each be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any authority is unacceptable to them or as may otherwise be deemed expedient or necessary.

15. SCHEME CONDITIONAL UPON:

The Scheme is conditional upon and subject to approval of the Scheme by the requisite majority of the members of the Transferor Company and sanction of the same by the Hon'ble NCLT.

Accordingly, it is provided that the Scheme, although operative from the Appointed Date, shall become effective on the Effective Date upon filing of certified copies of the aforesaid order of the Hon'ble NCLT sanctioning the Scheme with the respective Registrar of Companies by the Transferor Company and the Transferee Company.

16. COSTS, CHARGES AND EXPENSES:

All costs, charges and expenses in connection with the Scheme, arising out of or incurred in carrying out and implementing the Scheme and matters incidental thereto, shall be borne and paid by the Transferee Company. In the event the Scheme does not take effect or stands withdrawn for any reason whatsoever, each company shall pay and bear their own costs.

17. RESIDUAL PROVISIONS:

- 17.1 On the approval of the Scheme by the members to whom this Scheme may be put for consideration pursuant to Section 230 of the Act it shall be deemed that the said members have also accorded all relevant consents under any other provisions of the Act to the extent the same may be considered applicable.
- 17.2 Even after the Scheme becomes effective, the Transferee Company shall be entitled to operate all bank accounts of the Transferor Company and realise all monies and complete and enforce all pending contracts and transactions in respect of the Transferor Company in the name of the Transferor Company insofar as may be necessary until the transfer of rights and obligations of the Transferor Company to the Transferee Company under this Scheme is formally accepted by the parties concerned. Without prejudice to the generality of the foregoing, the Transferee Company shall be entitled to use all and any labelling and marking materials for any goods packaged, which the Transferor Company is entitled to

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use pursuant to the packaging laws and legal metrology laws and rules made thereunder or other similar laws till such time as such packaging materials, labels, wrappers, boxes carrying such labelling rights and disclosures and information in accordance with these laws are exhausted.

- 17.3 Any tax liabilities under the Income-tax Act, 1961, Wealth Tax Act, 1957, Customs Act, 1962, any other state Sales Tax/ Value Added Tax laws, Excise Duty, Service Tax, Octroi, Entry Tax, Goods and Services Tax, stamp laws or other applicable laws/ regulations in India or any overseas jurisdiction (hereinafter in this Clause referred to as "Tax Laws") dealing with taxes/ duties/ levies allocable or related to the business of the Transferor Company to the extent not provided for or covered by tax provision in the books of accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company. All taxes paid or payable by the Transferor Company in respect of the operations and/or the profits before the Effective Date under Applicable Law, shall be on account of the Transferee Company and, in so far it relates to the tax payment (whether by way of deduction at source, advance tax or otherwise howsoever) by the Transferor Company in respect of the profits made from and after the Appointed Date, the same shall be deemed to be the tax paid by the Transferee Company, and shall, in all proceedings, be dealt with accordingly. Any refund under the Tax Laws due to Transferor Company consequent to the assessments made on Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.
- 17.4 The amalgamation of the Transferor Company with the Transferee Company and transfer and vesting of the Undertaking of the Transferor Company in the Transferee Company has been proposed in compliance with the provisions of Section 2(1B) of the Income-tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with the said Section. Such modification will however not affect the other parts of the Scheme.
- 17.5 In the event of this Scheme failing to take effect finally, this Scheme shall become null and void and in that case no rights or liabilities whatsoever shall accrue to or be incurred inter-se by the parties or their shareholders or creditors or employees or any other person.

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