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SHILPA MEDICARE LIMITED

NOTICE OF THE NATIONAL COMPANY LAW TRIBUNAL CONVENED SECURED CREDITORS MEETING

**DAY: FRIDAY
DATE: 27 MAY 2022
TIME: 1:00 PM (IST)
MODE: VIDEO CONFERENCING & OTHER AUDIO-VISUAL MEANS**

Shilpa Medicare Limited
CIN: L85110KA1987PLC008739
Regd. Off: #12-6-214/A1, Hyderabad Road, Raichur, Karnataka - 584135, India
Tel: 085232 238704
Email: cs@vbshilpa.com , Website: www.vbshilpa.com

NOTICE OF THE TRIBUNAL CONVENED MEETING OF SECURED CREDITORS OF SHILPA MEDICARE LIMITED / APPLICANT / TRANSFEREE COMPANY AS PER THE DIRECTIONS OF THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL, BENGALURU BENCH
MEETING OF SECURED CREDITORS OF SHILPA MEDICARE LIMITED

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**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
BENCH AT BENGALURU
C.A. (CAA) NO. 36 / BB / 2021
IN THE MATTER OF COMPANIES ACT, 2013
AND
IN THE MATTER OF SECTIONS 230 TO 232 OF THE COMPANIES ACT, 2013
AND
ALL OTHER APPLICABLE PROVISIONS OF THE SAID ACT
AND
IN THE MATTER OF SCHEME OF AMALGAMATION
BETWEEN
INM TECHNOLOGIES PRIVATE LIMITED
(TRANSFEROR COMPANY)
AND
SHILPA MEDICARE LIMITED
(TRANSFeree COMPANY)
AND
THEIR RESPECTIVE SECURED CREDITORS**

Shilpa Medicare Limited, a Company incorporated under the provisions of the Companies Act, 1956, bearing CIN: L85110KA1987PLC008739 and having its registered office situated at #12-6-214/A1, Hyderabad Road, Raichur, Karnataka - 584135, India represented by its Managing Director, Vishnukant C Bhutada (DIN: 01243391), email: cs@vbshilpa.com, Ph: 08532238704.

....Applicant /Transferee Company

NOTICE OF THE TRIBUNAL CONVENED MEETING OF SECURED CREDITORS OF SHILPA MEDICARE LIMITED / APPLICANT / TRANSFeree COMPANY AS PER THE DIRECTIONS OF THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL, BENGALURU BENCH

**To
The Secured Creditors of
Shilpa Medicare Limited
("The Company" or "Applicant Company" or Transferee Company")**

Notice is hereby given that by an order dated Friday, April 08, 2022, the Bengaluru Bench of the Hon'ble National Company Law Tribunal, at Bengaluru has directed a meeting to be held of Secured Creditors of Shilpa Medicare Limited for the purpose of considering, and if thought fit, approving with or without modification(s), the Scheme of Amalgamation between INM Technologies Private Limited (Transferor Company) and

Shilpa Medicare Limited (Transferee Company) and their respective Shareholders and Creditors, by passing the following Resolution:

“RESOLVED THAT pursuant to the provisions of Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions, if any, of the Companies Act, 2013, including any statutory modifications, amendments, re-enactments thereof for the time being in force, relevant rules of the Companies (Compromises, Arrangements and Amalgamation) Rules, 2016 and the provisions of the Memorandum and Articles of Association of the Company and subject to the requisite approvals, sanctions, consents, observations, no objections, confirmations, permissions from the Hon'ble National Company law Tribunal, Bengaluru Bench, (NCLT) or such other competent authority as may be applicable, and the confirmation, permission, sanction and approval of the other statutory/regulatory authorities, if any, in this regard and subject to such other conditions or guidelines, if any, as may be prescribed or stipulated by any such authorities, from time to time, while granting such approvals, sanctions, consents, observations, no objections, confirmations, permissions and which may be agreed by the Board of Directors of the Company, the draft “Scheme of Amalgamation between INM Technologies Private Limited (Transferor Company) and Shilpa Medicare Limited (Transferee Company) and their respective Shareholders and Creditors” (“Scheme”), providing for amalgamation of the Company with the Shilpa Medicare Limited (Transferee Company) on a going concern basis with effect from 01.04.2020 (First Day of April, Two Thousand and Twenty) or such other date as may be approved by Hon'ble National Company Law Tribunal, Bengaluru Bench or such other competent authority having jurisdiction to sanction the Scheme being the Appointed Date, as placed before the meeting and initiated by the chairman for the purpose of identification, be and is hereby approved.

RESOLVED FURTHER THAT the Board be and is hereby authorized, empowered and directed to do all such acts, deeds, matters and things, as may be considered requisite, desirable, appropriate or necessary to give effect to aforesaid resolution and to effectively implement the arrangements embodied in the Scheme and to accept such modifications, amendments, limitations and/or conditions, if any, which may be required and/or imposed by the Hon'ble National Company Law Tribunal, Bengaluru Bench, while sanctioning the amalgamation embodied in the Scheme or by any authorities under law, or as may be required for the purpose of resolving any doubts or difficulties that may arise in giving effect to the Scheme, as may be deemed fit and proper.”

Copies of the said Scheme and the statement under Section 230 of the Companies Act, 2013 are enclosed along with this Notice and also can be obtained free of charge at the Regd. Off: #12-6-214/A1, Hyderabad Road, Raichur, Karnataka - 584135, India. The

notice shall also be available on the website of the Company
<https://www.vbshilpa.com/board-meeting-notice.php>.

The Hon'ble National Company Law Tribunal, Bengaluru Bench has appointed Mr. Raghuram Cadambi, Advocate as Chairman of the above meeting and Mr. Pramod S.M. having address: #4772, 2nd Floor, Saptagiri, Vivekananda Park Road, near Seetha Circle, Girinagar, Bengaluru-560085, Contact no: 9845657072, Email id: Pramod pramod@bmpandco.com as Scrutinizer for the meeting of Trade creditors.

The Scheme of Amalgamation, if approved by the meeting, will be subject to the subsequent approval of the Hon'ble National Company Law Tribunal, Bengaluru Bench.

Sd/-

Raghuram Cadambi

Chairman appointed for the Meeting

Dated this 25 April 2022

NOTES FOR THE MEETING OF THE SECURED CREDITORS OF THE COMPANY:

1. Ministry of Corporate Affairs vide its Circular No. 14/2020 dated 8th April, 2020 has permitted the participation of Unsecured Creditors through Video Conferencing (VC) or Other Audio Visual Means (OAVM) due to the current COVID -19 situation.
2. In line with the Circular No. 14/2020 dated 8th April, 2020, Unsecured Creditors entitled to attend and vote at the meeting is not entitled to appoint a proxy to attend and vote instead of himself. However, Creditors will be allowed to appoint a representative for the purpose of participation and voting in the meeting through VC or OAVM.

The VC shall be conducted through Video Conference, the notice and link for attending the meeting will be sent to the respective e-mail IDs. The details of the meeting shall also be forwarded to your registered email address available with the Company before the meeting along with instructions for participating and voting at the meeting. Creditors can contact +91 7204859883 for assistance with respect to the technology for VC or OAVM either before or during the meeting.

A. Details of the meeting:

Link for attending the meeting

https://teams.microsoft.com/l/meetupjoin/19%3ameeting_Y2ZlNDlyNjMtMjJjNC00Y2FiLTlmoDUtNGZiYjIzMjk4NTdk%40thread.v2/0?context=%7b%22Tid%22%3a%22c2241a2f-c1e5-4ac4-ae94-847bbc07c39d%22%2c%22Oid%22%3a%22e0ca0922-3fef-48ea-bf31-ff1f3bd41c92%22%7d)

B. Details of contact person:

Name: Krishnappayya Desai

Email: cs@vbshilpa.com

Phone number: +91 7204859883

3. The facility for joining the meeting shall be kept open for 15 minutes before the time scheduled to start the meeting and shall not be closed till the expiry of 15 minutes after such scheduled time.

4. The Explanatory Statement pursuant to Section 102 and statement as required under section 230 of the Companies Act, 2013, is annexed hereto and forms part of this notice.
5. Secured Creditors are requested to intimate the change in their address and e-mail ID registered with the Company.
6. Secured Creditors are also requested to carefully read the instructions printed in this notice before exercising their vote.
7. Once the Secured Creditors have voted for the resolution, they cannot change it subsequently.
8. The attendance of the Secured Creditors attending the Tribunal convened meeting through VC/ OAVM will be counted for the purpose of reckoning the quorum. In terms of the directions contained in the Order dated **08 April, 2022**, the quorum for the meeting shall consist of 30 % of total value of Secured Creditors as on **31 March 2022**,
9. In compliance with the aforesaid Order, the Company had published on 23rd April, 2022, the public notice by way of an advertisement in Hindu Business Line (in English) and in Udayavani (in Kannada), both having a wide circulation in Bengaluru, Karnataka where the registered office of the Company is situated.
10. The Hon'ble National Company Law Tribunal, Bengaluru bench, has appointed Mr. Pramod S M, as the Scrutinizer to scrutinize the voting process in a fair and transparent manner.
11. The Scrutinizer shall, immediately after the conclusion of voting at the meeting, first count the votes cast at the meeting, thereafter, unblock the votes cast through remote e-voting in the presence of at least two witnesses not in the employment of the Company.

The Scrutinizer will submit his report to the Chairperson after the completion of scrutiny, and the result of the voting will be announced by the Chairperson, on or before 29 May 2022 at the registered office and will also be displayed on the website of the Company besides being communicated to the Stock Exchanges.

INSTRUCTIONS FOR SECURED CREDITORS ATTENDING THE MEETING THROUGH VC/OAVM ARE AS UNDER:

1. Members will be provided with a facility to attend the meeting through VC/OAVM System. The link for VC/OAVM is
https://teams.microsoft.com/j/meetupjoin/19%3ameeting_Y2ZINDIyNjMtMjJjNC00Y2FiLTlmODUtNGZiYjIzMjk4NTdk%40thread.v2/0?context=%7b%22Tid%22%3a%22c2241a2f-c1e5-4ac4-ae94-847bbc07c39d%22%2c%22Oid%22%3a%22e0ca0922-3fef-48ea-bf31ff1f3bd41c92%22%7d
2. Secured Creditors are encouraged to join the Meeting through Laptops / iPads for better experience.
3. Further Secured Creditors will be required to allow Camera and use Internet with a good speed to avoid any disturbance during the meeting.
4. Please note that Participants connecting from Mobile Devices or Tablets or through Laptop connecting via Mobile Hotspot may experience Audio/Video loss due to Fluctuation in their respective network. It is therefore recommended to use Stable Wi-Fi or LAN Connection to mitigate any kind of aforesaid glitches.
5. Secured Creditors who would like to express their views/ask questions during the meeting may register themselves as a speaker by sending their request in advance atleast **Seven (7) days prior to** Meeting mentioning their name, and the secured creditor that they represent (company email id). The Secured Creditors who do not wish to speak during the Meeting but have queries may send their queries in advance **Seven (7) days prior to** Meeting mentioning their name, and the secured creditor that they represent (company email id). These queries will be replied to by the company suitably by email.
6. Those Secured Creditors who have registered themselves as a speaker will only be allowed to express their views/ask questions during the meeting.

INSTRUCTIONS FOR SECURED CREDITORS FOR VOTING

Secured creditors who are corporate members are required to vote by sending their assent or dissent along with scanned certified true copy (PDF Format) of the Board Resolution / Authority Letter etc., together with attested specimen signature(s) of the duly authorized representative(s), to the Scrutinizer at pramod@bmpandco.com and to the Company at cs@vbshilpa.com. The resolution shall be deemed to be passed on the date of the meeting i.e., 27 May 2022, subject to the receipt of the requisite number of votes cast in favour of the resolution.

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
BENCH AT BENGALURU
CA (A) MERGER & AMALGAMATION / 36 / BB / 2021
IN THE MATTER OF COMPANIES ACT, 2013
AND
IN THE MATTER OF SECTIONS 230 TO 232 OF THE COMPANIES ACT, 2013
AND
ALL OTHER APPLICABLE PROVISIONS OF THE SAID ACT
AND
IN THE MATTER OF SCHEME OF AMALGAMATION
BETWEEN
INM TECHNOLOGIES PRIVATE LIMITED
(TRANSFEROR COMPANY)
AND
SHILPA MEDICARE LIMITED
(TRANSFeree COMPANY)
AND
THEIR RESPECTIVE SECURED CREDITORS

Shilpa Medicare Limited, a Company incorporated under the provisions of the Companies Act, 1956, bearing CIN: L85110KA1987PLC008739 and having its registered office situated at #12-6-214/A1, Hyderabad Road, Raichur, Karnataka - 584135, India represented by its Managing Director, Vishnukant C Bhutada (DIN: 01243391), email: cs@vbshilpa.com , Ph: 08532238704.

....Applicant /Transferee Company

EXPLANATORY STATEMENT UNDER SECTION 102 READ WITH SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013 AND DETAILS & INFORMATION AS REQUIRED UNDER RULE 6 OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016

1. A Scheme of Amalgamation between INM Technologies Private Limited (Transferor Company) and Shilpa Medicare Limited (Transferee Company) and their respective Shareholders and Creditors ("**Scheme**"), was proposed by the Board of Directors of the Transferee Company and the Board of Directors of the Transferor Company on for the purpose of amalgamation of INM Technologies Private Limited with Shilpa Medicare Limited (Transferee Company) on a going concern basis with effect from 01.04.2020 (First Day of April, Two Thousand and Twenty) or such other date as may be approved by Hon'ble National Company Law Tribunal , Bengaluru Bench or such

other competent authority having jurisdiction to sanction the Scheme, being the Appointed Date.

2. The said Scheme of Amalgamation was approved by the Board of Directors of the Transferor Company and the Board of Directors of the Transferee Company at their respective meetings held on 09.09.2020 and 09.09.2020 under the provisions of Sections 230 to 232 of the Companies Act, 2013, by passing respective Board Resolutions. The Board of Directors of the Company approved the Scheme after taking into consideration the rationale of the Scheme and the certificate issued by the Statutory Auditors of the Company to the effect that the accounting treatment proposed in the Scheme is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013.
3. The Board of Directors of the Transferee Company and Transferor Company at their respective meeting held on 09.09.2020 and 09.09.2020 authorized, empowered and directed severally to file the Scheme along with necessary documents by making application, petition etc., with the Hon'ble National Company Law Tribunal, Bengaluru Bench at Bengaluru ("Hon'ble Tribunal / NCLT") and with such other authorities as may be required for taking their approval to the Scheme and further authorized, empowered and directed them to take all such necessary steps and actions to give effect to the provisions of the Scheme.
4. Accordingly, a Joint Application vide CA (A) Merger & Amalgamation /36/BB/2021 was made to the Hon'ble National Company Law Tribunal, Bengaluru Bench at Bengaluru, by the Applicant Companies for obtaining the sanction of the Tribunal to the Scheme of Amalgamation under sections of section 230 to 232 of the Companies Act, 2013, on 24.06.2021.
5. The C.A. (CAA) No. 36 / BB / 2021 was allowed by the Hon'ble Tribunal vide Order dated 08.04.2022 and pursuant to said Order a meeting of Secured Creditors of Shilpa Medicare Limited (Transferee Company) is being convened on Friday, May 27, 2022 at 1.00 P.M. through video conferencing ("VC") / Other Audio-Visual Means ("OAVM"), for the purpose of considering, and, if thought fit, approving with or without modification(s), the Scheme of Amalgamation between INM Technologies Private Limited (Transferor Company) and Shilpa Medicare Limited (Transferee Company) and their respective Shareholders and Creditors.

6. DESCRIPTION, INFORMATION AND OTHER DETAILS PERTAINING TO THE APPLICANT COMPANIES:

TRANSFEROR COMPANY:

6.1 M/s. INM Technologies Private Limited is a Private Limited company incorporated under the provisions of the Companies Act, 2013, on 23.01.2015, in the State of Karnataka. The present Corporate Identification Number (CIN) of the Company is U73100KA2015PTC078494 (hereinafter referred to as the "Transferor Company"). The PAN of the Company is AADCI7257B and the registered office of the Transferor Company is situated at is situated at 13-E/13, 1st Phase, Kumbalagodu, Industrial Area, Mysore Road, Kengeri Hobli, Bangalore, Karnataka – 560074, India.

6.2 Main objects of the Transferee Company are as follows:

1. To carry on in India or elsewhere the industry, trade or business of manufacturers, Traders, Dealers, Agents, Suppliers, Licensors, Licensees, Loan Licenses, Importers, Exporters, Consultants, Discoverers, Inventors, and Producers of Drugs, Bulk Drugs, Pharmaceuticals, Pharmaceutical Formulations, Alcohol, Blended Laboratory Preparations, and general medicinal preparation and or their by-products and packing and re-packings of the above.
- 2 To carry on the business of formulating, developing, improving, designing, marketing, selling franchising, exporting and licensing software and program products of any and all description.
- 3 To provide assistance and service related to the preparation and maintenance of accounting, statistical, scientific or mathematical information and reports, data processing, programming, collecting, storing, processing and transmitting information and data of every kind and description, systems analysis and machine services for solving or aiding commercial, industrial scientific and research problems and for all other related business.
4. To establish, set-up, organise maintain, support, assist and/or conduct training classes, and other educational institutions, to organise educational programmes, lectures, Seminars, symposium on subjects and in respect of operating computers, computer programming, computer training, computer manufacturing, computer technology, development of hardware and software, state of art of computer technology and to award degrees, diplomas and certificates to trainees, students and other persons and to establish, promote,

organise, support and maintain clubs and associations of students and trainees for further advancing of their knowledge and experience in all or any of the above subjects and topics.

5. To carry on business of manufacture, purchase, sell or otherwise transfer, lease, import, export hire, license, use, dispose of, operate, fabricate, construct, distribute, assemble, design, charter, acquire, market, recondition, work upon or otherwise, generally deal in any electronic, electrical product, machine, apparatus, appliance, custom products relating to software, merchandise systems, software procedures, peripheral products, computers tabulators, data processing machines and systems and components thereof, electrical calculators, electric and Electro-mechanical accounting systems, terminal products and systems, machines for registering, data preparation, recording, perforating, tabulating, sorting, printing, typewriting products which possess an internal intelligence for recognising and correlating any type of data or information to be processed, recognition and memory systems.
6. To render technical assistance and services including maintenance in connection with the use, purchase, sale, import, export, lease or distribution, license, design, manufacture or any machines, apparatus, appliance, system, component, electronic products and systems and program products.”
7. To carry on the business of manufacturing, generating, supplying, buying and selling of Hydel, Thermal, Co-generation, Bio-generation, Solar Energy, Wind Energy and such other conventional and/or non-conventional energy and for this purpose construct, laydown, establish, fix and carryout all necessary Power station, cables, wires, lines, accumulators lamps and generally supply electricity of all kinds.

6.3 The Transferor Company is mainly engaged in the below mentioned business:

To carry out the business of Manufacture, Nano-Research for Advanced Materials & Technologies, consulting and offering services and innovative products in the area of nanotechnology Material Science and Engineering and service in advanced technology and product development establishment of centralised facility for all depository characterization and testing techniques, analytical service on nano and micro structured materials to various industrial sectors and develop and integrate nanostructured materials in the products of customers of various industrial sectors including Pharmaceuticals, Biotech, Chemical, Food, Aviation, Defence, Building/Construction, Bio-medical, Optics, Energy, Textiles, Nutraceuticals, Microelectronics, Photonics,

Telecommunications, Agricultural, Mechatronics, and Nano electronics and to impart need-based training/ course work in different areas of nanoscience, nanotechnology and Environment to train public, students, NGOs and Government functionaries, certificate course for the benefit of different students with background of all branches of Engineering, Pharmacy, Medicine, and science. To develop research programs and forward-looking technologies to meet industrial needs and strengthen industrial competitiveness at national and international level. To participate in National and international research programs funded by various government and non-government agencies.

- 6.4** There has been no instance of change of name or change of objects of the Company, during the last five years.
- 6.5** There has been no instance of change of registered office of the Company during the last five years.
- 6.6** The authorized, issued, subscribed and paid-up share capital of Transferor Company as on March 31, 2022, is as follows:

| Share Capital | Amount in Rs. |
|--|---------------------|
| Authorized Capital | |
| <u>Equity Share Capital</u> 15,00,000 (Fifteen Lakhs Only) Equity Shares of Rs.10/- (Rupees Ten only) each. | 1,50,00,000 |
| <u>Preference Share Capital</u> 4,35,00,000 (Four Crore Thirty Five Lakhs Only) Preference Shares of Rs.10/- (Rupees Ten only) each | 43,50,00,000 |
| Total | 45,00,00,000 |
| Issued, Subscribed and Paid Up Capital | |
| <u>Equity Share Capital</u> 15,00,000 (Fifteen Lakhs Only) Equity Shares of Rs.10/- (Rupees Ten only) each. | 1,50,00,000 |
| <u>Preference Share Capital</u> 4,24,67,670 (Four Crore Twenty-Four Lakh Sixty Seven Thousand Six Hundred Seventy Only) fully paid up Preference Shares of 10/- (Rupees Ten only) each. | 42,46,76,700 |
| Total | 43,96,76,700 |

- 6.7** The Transferor Company is a wholly owned subsidiary of the Transferee Company. The following is the extract of the Register of Members of the Transferor Company showing its latest list of the shareholders (as on date of this Notice):

Equity Share Capital

| Sl. No. | Name of shareholder | Total No. of shares held | % of Shareholding |
|---------|-------------------------|--------------------------|-------------------|
| 1. | Shilpa Medicare Limited | 14,49,999 | 99.99 |
| 2. | Mr. Ramakant Innani | 01 | 0.01 |
| Total | | 15,00,000 | 100.00 |

Preference Share Capital

| Sl. No. | Name of shareholder | Total No. of shares held | % of Shareholding |
|---------|-------------------------|--------------------------|-------------------|
| 1. | Shilpa Medicare Limited | 4,24,67,670 | 100.00 |
| Total | | 4,24,67,670 | 100.00 |

- 6.8** Details of Promoters of Transferor Company (as on date of this Notice) along with their addresses are mentioned herein below:

| Sl. No. | Name | Address |
|---------|-------------------------|--|
| 1. | Shilpa Medicare Limited | #12-6-214/A1, Hyderabad Road, Raichur, Karnataka – 584135, India |

- 6.9** Details of Directors of Transferor Company (as on date of this Notice) along with their addresses are mentioned herein below:

| Sl. No | Name of Directors | DIN | Address |
|--------|---------------------------------|----------|--|
| 1 | Vishnukanth Chaturbhuji Bhutada | 01243391 | # 7-5-216, Radha Krupa Opp. Jawahar Nagar School, Raichur, karnataka - 584101 |
| 2 | Ramakant Innani | 03222748 | 7-5-204, Jawahar Nagar, Raichur Karnataka 584101 |
| 3 | Venkata Vinod Kumar Valipireddy | 03642809 | 8-2-293/82/BE/14, Road No.07, Navanirman Nagar, Jubilee Hills Hyderabad Telangana 500033 |

| | | | |
|---|--------------------------|----------|---|
| 4 | Raghavendra Prasad Movva | 06964765 | Flat No.503, Sai Shyamlal Enclave, Sai Aiswarya Colony, Behind Delhi Public School, Lanco Hills Road, Khaj Hyderabad 500008 |
|---|--------------------------|----------|---|

6.10 Names of the Directors of INM Technologies Private Limited (Transferor Company) who voted in favor of the resolution approving the Scheme of Amalgamation between INM Technologies Private Limited (Transferor Company) and Shilpa Medicare Limited (Transferee Company) and their respective Shareholders and Creditors at the meeting of Board of Directors of the Company held on 09.09.2020:

| Sl. No. | Name |
|---------|---------------------------------|
| 1. | Vishnukanth Chaturbhuj Bhutada |
| 2. | Ramakant Innani |
| 3. | Venkata Vinod Kumar Valipireddy |
| 4. | Raghavendra Prasad Movva |

All the Directors participated and voted in the meeting and none of the Directors voted against the resolution.

6.11 The Transferor Company does not have Secured Creditors/Unsecured Creditor/Trade Creditors as on 30.09.2020.

TRANSFEEE COMPANY:

6.12 Shilpa Medicare Limited was originally incorporated under the name and style “Shilpa Antibiotics Private Limited” under the provisions of Companies Act, 1956, on 20/11/1987 (Twentieth Day of November, One Thousand Nine Hundred and Eighty-Seven) in the state of Karnataka, vide Certificate of Incorporation issued by the Registrar of Companies, Karnataka. Subsequently, the name of the Company was changed from “Shilpa Antibiotics Private Limited” to “Shilpa Antibiotics Limited” by following due procedure laid down under the applicable provisions of Companies Act, 1956 and a fresh certificate of Incorporation consequent on change of name was issued by the Registrar of Companies, Karnataka. Subsequently, the name of the Company was changed from “Shilpa Antibiotics Limited” to “Shilpa Medicare Limited” by following due procedure laid down under the applicable provisions of Companies Act, 1956 and a fresh certificate of incorporation consequent on change of name was issued by the

Registrar of Companies, Karnataka, on 13.12.2002 (Thirteenth day of December, Two Thousand Two). The present Corporate Identification Number (CIN) of the Company is L85110KA1987PLC008739, The PAN of the Company is AADCS8788F. (Hereinafter referred to as the **“Transferee Company / SML”**). The Company is a Public Limited Company, listed on BSE and NSE Limited and the Registered Office of the Transferee Company is situated at #12-6-214/A1, Hyderabad Road, Raichur, Karnataka - 584135.

6.13 The present main objects of the Transferee Company are as follows:

1. To carry on in India or elsewhere the industry, trade or business of manufacturers, Traders, Dealers, Agents, Suppliers, Licensors, Licensees, Loan Licenses, Importers, Exporters, Consultants, Discoverers, Inventors, and Producers of Drugs, Bulk Drugs, Pharmaceuticals, Pharmaceutical Formulations, Alcohol, Blended Laboratory Preparations, and general medicinal preparation and or their by-products and packing and re-packings of the above.
2. To carry on the business of formulating, developing, improving, designing, marketing, selling franchising, exporting and licensing software and program products of any and all description.
3. To provide assistance and service related to the preparation and maintenance of accounting, statistical, scientific or mathematical information and reports, data processing, programming, collecting, storing, processing and transmitting information and data of every kind and description, systems analysis and machine services for solving or aiding commercial, industrial scientific and research problems and for all other related business.
4. To establish, set-up, organise maintain, support, assist and/or conduct training classes, and other educational institutions, to organise educational programmes, lectures, Seminars, symposium on subjects and in respect of operating computers, computer programming, computer training, computer manufacturing, computer technology, development of hardware and software, state of art of computer technology and to award degrees, diplomas and certificates to trainees, students and other persons and to establish, promote, organise, support and maintain clubs and associations of students and trainees for further advancing of their knowledge and experience in all or any of the above subjects and topics.
5. To carry on business of manufacture, purchase, sell or otherwise transfer, lease, import, export hire, license, use, dispose of, operate, fabricate, construct,

distribute, assemble, design, charter, acquire, market, recondition, work upon or other wise, generally deal in any electronic, electrical product, machine, apparatus, appliance, custom products relating to software, merchandise systems, software procedures, peripheral products, computers tabulators, data processing machines and systems and components thereof, electrical calculators, electric and Electro-mechanical accounting systems, terminal products and systems, machines for registering, data preparation, recording, perforating, tabulating, sorting, printing, typewriting products which possess an internal intelligence for recognising and correlating any type of data or information to be processed, recognition and memory systems.

6. To render technical assistance and services including maintenance in connection with the use, purchase, sale, import, export, lease or distribution, license, design, manufacture or any machines, apparatus, appliance, system, component, electronic products and systems and program products.”
7. To carry on the business of manufacturing, generating, supplying, buying and selling of Hydel, Thermal, Co-generation, Bio-generation, Solar Energy, Wind Energy and such other conventional and/or non conventional energy and for this purpose construct, laydown, establish, fix and carryout all necessary Power station, cables, wires, lines, accumulators lamps and generally supply electricity of all kinds.

6.14 The Transferor Company is mainly engaged in the below mentioned business:

To carry out the business of Manufacture, Nano-Research for Advanced Materials & Technologies, consulting and offering services and innovative products in the area of nanotechnology Material Science and Engineering and service in advanced technology and product development establishment of centralised facility for all depository characterization and testing techniques, analytical service on nano and micro structured materials to various industrial sectors and develop and integrate nanostructured materials in the products of customers of various industrial sectors including Pharmaceuticals, Biotech, Chemical, Food, Aviation, Defence, Building/Construction, Bio-medical, Optics, Energy, Textiles, Nutraceuticals, Microelectronics, Photonics, Telecommunications, Agricultural, Mechatronics, and Nano electronics and to impart need-based training/ course work in different areas of nanoscience, nanotechnology and Environment to train public, students, NGOs and Government functionaries, certificate course for the benefit of different students with background of all branches of Engineering, Pharmacy, Medicine, and science. To develop research programs and forward-looking technologies to meet industrial needs and strengthen industrial competitiveness

at national and international level. To participate in National and international research programs funded by various government and non-government agencies.

6.15 There has been no instance of change of registered office of the Company during the last five years.

6.16 The authorized, issued, subscribed and paid-up share capital of the transferee company as on March 31, 2022 is as follows:

| Share Capital | Amount in Rs. |
|--|--------------------|
| Authorized Capital | |
| 9,50,00,000 (Nine Crore Fifty Lakhs Only) Equity Shares of Rs.01/- (Rupees One only) each. | 9,50,00,000 |
| Total | 9,50,00,000 |
| Issued, Subscribed and Paid Up Capital | |
| 8,68,01,898 (Eight Crore Sixty Eight Lakh One Thousand Eight hundred and Ninety-Eight Only) fully paid up Equity Shares of Rs.01/- (Rupees One only) each. | 8,68,01,898 |
| Total | 8,68,01,898 |

6.17 The following is the Shareholding Pattern of the Transferee Company as on March 31, 2022:

| Sl. No. | Category of shareholder | No. of Shareholders | Total No. of shares held | % of holding |
|--------------|------------------------------|---------------------|--------------------------|--------------|
| 1. | Promoter & Promoter Group | 23 | 4,34,09,715 | 50.01 |
| 2. | Mutual funds | 4 | 8,73,719 | 1.01 |
| 3. | Alternative Investment Funds | 7 | 8,01,265 | 0.92 |
| 4. | Foreign Portfolio Investors | 71 | 1,25,08,295 | 14.41 |
| 5. | Public | 39,619 | 2,92,08,904 | 33.65 |
| Total | | 39,724 | 8,68,01,898 | 100 |

The equity shares of the Transferee Company are listed and traded on the BSE and NSE bearing Scrip Code: 530549.

6.18 List of Promoters and Promoters Group of Transferee Company (as on date of this Notice) mentioned herein below:

| S. No. | Name |
|--------|-------------------------------|
| 1. | Vishnukanth C Bhutada |
| 2. | Brijgopal Innani |
| 3. | Om Prakash Inani |
| 4. | Manjulatha Innani |
| 5. | Natamal Innani |
| 6. | Ramakant Innani |
| 7. | Kantadevi Inani |
| 8. | Kamalkishore Innani |
| 9. | Shakuntalabai Innani |
| 10. | Taradevi Innani |
| 11. | Deepak Kumar Innani |
| 12. | Triveni Inani |
| 13. | Vishnukanta Inani |
| 14. | Ravi Kumar Innani |
| 15. | Suraj Kumar Innani |
| 16. | Keerti Innani |
| 17. | Vishnukant Chaturbhuj Bhutada |
| 18. | Dharmavati Bhutada |
| 19. | Priya Innani |
| 20. | Keshav Bhutada |
| 21. | Madhav Vishnukant Bhutada |
| 22. | Namrata Bhutada |
| 23. | Sagar Innani |

6.19 Details of Directors of Transferee Company (as on date of this Notice) along with their addresses are mentioned herein below:

| S. No | Name | DIN | Address |
|-------|-----------------------------------|----------|---|
| 1. | Om Prakash Inani | 01301385 | # 7-5-215 Jawahar Nagar Raichur, Karnataka - 584101 |
| 2. | Vishnukanth Chaturbhuj Bhutada | 01243391 | # 7-5-216, RADHA KRUPA Opp. Jawahar Nagar School, Raichur, karnataka - 584101 |

| | | | |
|----|------------------------|----------|--|
| 3. | Kalakota Reddy Sharath | 03603460 | 7-5-202 Jawahar Nagar, R R Station, Raichur, Karnataka - 584102 |
| 4. | Sirisha Chintapalli | 08407008 | 74-29-3/4 alluri sita rama raju road ayyappanagar, Vijayawada (urban), Autonagar, Krishna Andhra Pradesh - 520007 |
| 5. | Hetal Madhukant Gandhi | 00106895 | B2/1203 Vivarea, sane guruji marg, Near Jaccob Circle, Mahalaxmi Mumbai Jacob Circle, Maharashtra, 400011 |
| 6. | Arvind Vasudeva | 00669039 | Flat No: 74, Dafodil L AND T Serene County Momulana Azad Urdu University Serillingampally Gachibowly K.V. Rangareddy Telegana 500032 |

6.20 Name of the Directors of Shilpa Medicare Limited (Transferee Company) who voted in favor of the resolution approving the Scheme of Amalgamation between INM Technologies Private Limited (Transferor Company) and Shilpa Medicare Limited (Transferee Company) and their respective Shareholders and Creditors at the meeting of Board of Directors the Company held on 09.09.2020:

| Sl. No. | Name |
|---------|---|
| 1. | Om Prakash Inani |
| 2. | Vishnukanth Chaturbhuj Bhutada |
| 3. | Kalakota Reddy Sharath |
| 4. | Sirisha Chintapalli |
| 5. | Naresh Patwari (Ceased to be a Director w.e.f 02 February 2022) |
| 6. | Piyush Goenka (Ceased to be a Director w.e.f 07 February 2022) |
| 7. | Pramod Kasat (Ceased to be a Director w.e.f 28 September 2021) |
| 8. | Amit Chander (Ceased to be a Director w.e.f 02 October 2020) |

All the Directors participated and voted in the meeting and none of the Directors voted against the resolution.

6.21 The Transferee Company owes an amount of Rs. 50,706.78 Lakhs towards its Secured Creditors as on 31 December 2020 and Rs. 65842.07 Lakhs as on 31 March 2021, the Secured Creditors have given their consent to the Scheme of

Amalgamation and in addition to that the Company is convening the meeting of Secured Creditors on 27 May 2022 for seeking their consent in this regard.

6.22 The Transferee Company owes an amount of Rs. 11193.38 Lakhs to its Trade Creditors, as on 31.12.2020 and Rs. 11918.39 Lakhs as on 31.03.2021. The Company is convening the meeting of Trade Creditors on 27 May 2022 for seeking their consent in this regard.

7. RATIONALE, OBJECTIVE, PURPOSE AND BENEFITS OF THE SCHEME TO THE COMPANY AND ITS STAKEHOLDERS

The Transferor Company is a wholly owned subsidiary of the Transferee Company. Considering the cost synergies on being a combined entity which would enhance the competitiveness and lead to the growth prospectus in the business operations of the Transferee Company and to ensure to attain the objects more effectively by better performance, accelerated growth and improved profitability, the Board of Directors of the Transferor Company and the Transferee Company have decided to amalgamate the Transferor Company and the Transferee Company, so as to achieve the following benefits:

- (i). The amalgamation will enable the Transferee Company to consolidate its business, enhance the scale of operations, pool managerial, technical and financial resources of the Transferor Company and the Transferee Company, and optimally utilise various resources which in turn would enable the Transferee Company to participate more vigorously and profitably in an increasingly competitive and liberalised market and to diversify into high growth and profitable areas of business and achieve operational efficiency, synergy and operational rationalization.
- (ii). Reduction in overheads including administrative and other expenditure, multiple record-keeping, etc., thus resulting in reduced expenditure and significant reduction in the multiplicity of legal and regulatory compliances required to be carried out by the Transferor Company and the Transferee Company.
- (iii). The combined entity, with its strong financials and increased net worth, will have greater access to sources of funds, better credit rating and better access to bank credit and working capital resulting in increased competitiveness of the Transferee Company which will ultimately lead to greater productivity and economical operations for future growth of the Transferee Company as well as strengthening the value of all the stakeholders of the Company.

8. SCOPE OF THE SCHEME

The Scheme of Amalgamation is presented pursuant to the provisions of Section 230 to 232 and other applicable provisions of the Companies Act, 2013 and the rules made thereunder (to the extent applicable) for the Amalgamation of INM Technologies Private Limited (Transferor Company) with Shilpa Medicare Limited (Transferee Company). The Scheme (as defined hereinafter) also provides for various other matters consequential to, or otherwise integrally connected with the above, as more specifically stated hereinafter. The scope of the scheme is as under:

1. Amalgamation of **INM** into **SML**.
2. Various other matters consequential to or otherwise integrally connected with the above in the manner provided for in the Scheme.
3. This Scheme of Amalgamation has been drawn up to comply with the conditions as specified under Section 2(1B) of Income Tax Act, 1961, such that:
 - a) All the assets of the Transferor Company, immediately before the amalgamation, shall become the assets of the Transferee Company, by virtue of amalgamation; and
 - b) All the liabilities of the Transferor Company, immediately before the amalgamation, shall become the liabilities of the Transferee Company, by virtue of amalgamation.
4. Since the Transferee Company is the sole shareholder of the Transferor Company, the shares of the Transferee Company in the Transferor Company will stand cancelled as a result of amalgamation.
5. 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 those resulting from a retrospective amendment of law or for any other reason whatsoever, the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income-tax Act, 1961. Such modification shall however not affect other parts of the Scheme.

9. SALIENT FEATURES OF THE SCHEME

9.1 Appointed Date means the date on which this Scheme shall become operative i.e. 01st April, 2020 or such other date as may be fixed or approved by the Appropriate Authority. The Appointed Date shall be the effective date and the Scheme shall be deemed to be effective from the Appointed Date.

9.2 Transfer and vesting of undertaking:

- (i). 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 and subject to the provisions of the Scheme in relation to the mode and manner of vesting, stand transferred to and vest in or be deemed to be transferred to and vested in the Transferee Company, as a going concern without any further act, deed, matter or thing (save as provided in Clause 9.2 below) so as to become on and from the Appointed Date, the Undertaking of the Transferee Company.
- (ii). It is expressly provided that in respect of the assets of the Transferor Company as are movable in nature or otherwise capable of being transferred by manual delivery or by endorsement and delivery, the same shall be so transferred by the Transferor Company and shall become the property of the Transferee Company accordingly without requiring any deed or instrument of conveyance for the same.
- (iii). In respect of the assets of the Transferor Company other than those referred to in Clause 9.2 above, the same shall be transferred to and vested in and/ or be deemed to be transferred to and vested in the Transferee Company pursuant to an order passed under the provisions of Section 232 of the Act.
- (iv). Upon coming into effect of the Scheme and with effect from the Appointed Date, all liabilities, debts, duties and obligations of the Transferor Company, as on or after the Appointed Date and all other liabilities which may accrue or arise after the Appointed Date but which relate to the period on or up to the day of the Appointed Date shall, pursuant to the Scheme, without any further act or deed, be transferred or deemed to be transferred to and vested in the Transferee Company, so as to become as from the Appointed Date the liabilities, debts, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company. It is clarified that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this clause.

- (v). The transfer and vesting of the Transferor Company, as aforesaid, shall be subject to the existing charges, mortgages and encumbrances, if any, over or in respect of any of the assets or any part thereof of the Transferor Company.
- (vi). All loans granted by the Transferor Company shall be deemed to be loans granted by the Transferee Company with effect from the Appointed Date and shall continue to be operative in relation to the Transferee Company.
- (vii). Subject to the other provisions of the Scheme, all licenses, permissions, approvals, notifications, consents, registrations and no-objection certificates obtained by the Transferor Company for the business of the Transferor Company and/or to which the Transferor Company is entitled to in terms of the various Statutes and / or Schemes of Union and State Governments which are valid and subsisting and which have not yet been cancelled as on the Appointed Date 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.
- (viii). All benefits, including, under Income Tax, Advance Tax, Excise, Foreign Trade Policy, Customs (including benefits under Export Promotion Guarantee Scheme), VAT, Sales Tax, Service Tax, Goods & Services Tax, Incentive Schemes, Direct and Indirect Tax Credits etc. if any, to which the Transferor Company was entitled to in relation to its business in terms of the various Statutes and/or Schemes of Union and State Governments as on the Appointed Date shall be available to and vest in the Transferee Company upon the Scheme becoming effective.
- (ix). With effect from the Appointed Date, all inter party transactions between the Transferor Company and the Transferee Company shall be considered as intra-party transactions for all purposes.
- (x). Upon the coming into effect of the Scheme and subject to the provisions of this Scheme, the resolutions passed by the Transferor Company and other actions undertaken by the Transferor Company based on approvals obtained by the Transferor Company, which are valid and subsisting as on the Effective Date, shall continue to be valid and subsisting and shall be deemed and considered as resolutions passed by the Transferee Company and other actions undertaken by the Transferee Company

based on approvals obtained by the Transferee Company. If any such resolutions passed by the Transferor Company have any monetary limits approved subject to the provisions of the Act or of any other applicable laws, then the said limits, as are considered necessary by the Board of Directors of Transferee Company, shall be added to the limits, if any, under the like resolutions passed by Transferee Company.

9.3 Consideration / Issuance of shares:

- I. Since the Transferor Company is a wholly owned subsidiary of the Transferee Company, upon the Scheme being effective, in consideration of the transfer and vesting of the assets and liabilities of the Transferor Company in terms of the Scheme, no shares will be issued / allotted under the Scheme by the Transferee Company to any person. All the Equity/ Preference shares/ Preference Shares issued by the Transferor Company and held by the Transferee Company and its nominees in the Transferor Company shall stand cancelled and extinguished.
- II. The investments of Transferee Company in the shares of the Transferor Company, as appearing on the Asset side of the Balance Sheet of Transferee Company, without any further act or deed, stand cancelled to the extent of book value of the equity shares of the Transferor Company.
- III. On completion of the Scheme, all equity/ preference shares of the Transferor Company held by Transferee Company, shall stand cancelled and the share certificates held by the Transferee Company, shall be destroyed.

9.4 Amendment to the Memorandum and Articles of Association of the Transferor Company:

1. As an integral part of the Scheme and upon coming into effect of this Scheme and upon the transfer and vesting of the Transferor Company into Transferee Company, the entire Authorized Share Capital of the Transferor Company amounting to Rs.45,00,00,000/- (Rupees Forty-Five Crores) divided into 15,00,000 (Fifteen Lakhs) Equity Shares of Rs. 10/- (Rupees Ten) each and 4,35,00,000 (Four Crores Thirty-Five Lakhs) Preference Shares of Rs.10/- (Rupees Ten) shall stand merged with the Authorized Share Capital of the Transferee Company.

2. Accordingly, upon this Scheme becoming effective, the authorized share capital of the Transferee Company in terms of its Memorandum of Association shall automatically stand increased to Rs.54,50,00,000/- (Rupees Fifty Four Crore Fifty Lakhs) divided into 54,50,00,000/- (Fifty Four Crore Fifty Lakhs) Equity shares of Re.1/- (One) each without any further act, instrument or deed on the part of the Transferee Company, including payment of stamp duty and fees payable to the Registrar of Companies.
3. The Memorandum of Association and Articles of Association of the Transferee Company shall stand altered, modified and amended and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purpose of effecting this amendment for increase, and no further resolutions under Sections 13, 61 and 64 or any other applicable provisions under the Companies Act, 2013 would be required to be separately passed. For this purpose, the fee and stamp duty already paid by the Transferor Company on its Authorized share capital shall be utilized and applied to the increased Authorized share capital of the Transferee Company and shall be deemed to have been so paid by the Transferee Company on such combined Authorized Share capital and accordingly, the Transferee Company shall not be required to pay any fees/ stamp duty on the Authorized share capital so increased.
4. Pursuant to this Scheme coming into effect, the Transferee Company shall file requisite forms with the Registrar of Companies for alteration of its authorized share capital.
5. It is clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent / approval also to the Memorandum of Association and Articles of Association of the Transferee Company as may be required under the Act and Clause V of the Memorandum of Association of the Transferee Company shall stand altered accordingly.
6. Clause V of the Memorandum of Association of the Transferee Company shall, without any further act, instrument or deed be altered and amended pursuant to Section 61 or any other applicable provisions under the Companies Act, 2013 as under:

The Authorized share capital of the Company is Rs. 54,50,00,000/- (Rupees Fifty Four Crore Fifty Lakhs) divided into 54,50,00,000/- (Rupees Fifty Four Crore Fifty Lakhs) Equity shares of Re.1/- (One) each.

9.5 ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFeree COMPANY:

Upon this Scheme becoming effective, the Transferee Company shall follow the accounting prescribed under Indian Accounting Standard 103 and other applicable Indian Accounting Standards, as applicable from time to time, as specified hereunder:

- a. All the assets and liabilities including reserves recorded in the books of the Transferor Company shall stand transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company at their existing carrying amount as appearing in the books of Transferor Company and account for the amalgamation of the Transferor Company pursuant to this Scheme in accordance with Indian Accounting Standard 103, as amended from time to time.
- b. The reserves/ losses of the Transferor Company shall appear in the financial statements of the Transferee Company in the same form in which they appeared in the financial statements of the Transferor Company.
- c. The balance in the Statement of Profit and Loss appearing in the financial statements of Transferor Company shall be aggregated with the corresponding balance appearing in the financial statements of the Transferee Company.
- d. Inter-corporate deposits / loans and advances, if any, outstanding between the Transferee Company and the Transferor Company inter-se shall stand cancelled and there shall be no further obligation / outstanding in that behalf. Any difference arising on such cancellation should be adjusted in the reserves of the Transferee Company.
- e. The amount of share capital of the Transferor Company and investment held by the Transferee Company in the Transferor Company shall be adjusted against each other.
- f. The excess or deficit, if any, arising after recording the above entries, shall be adjusted against Capital Reserve Account in the books of the Transferee Company.

- g. Notwithstanding the above, the Transferee Company in consultation with its Auditors, is authorized to account for any of these balances in any manner, whatsoever it considered appropriate.

9.6 Legal proceedings, proceedings before Judicial, Quasi-Judicial, Regulatory and Tax Authorities:

- I. With effect from the Appointed Date and upon the Scheme becoming effective, all suits, actions and other proceedings including legal and taxation proceedings (including before any statutory or quasi-judicial authority or tribunal) of whatsoever nature by or against the Transferor Company pending and/or arising prior to or after the Appointed Date shall not abate or be discontinued or be prejudicially affected in any way by reason of the Scheme but shall be continued, prosecuted and enforced, as the case may be, by or against the Transferee Company, in the same manner and to the same extent as they would or might have continued, prosecuted and enforced by or against the Transferor Company.
- II. On and from the Effective Date, the Transferee Company undertakes to deal with all legal or other proceedings, initiated by or against the Transferor Company and pending on the Effective Date, transferred to its name and to have such proceedings continued, prosecuted and enforced by or against the Transferee Company, as the case may be.
- III. In case of any litigations, suits, recovery proceedings which are to be initiated by or to be initiated against the Transferor Company after the Appointed Date, the Transferee Company shall be made party thereto and any payment and expenses made thereto shall be the liability of the Transferee Company.

9.7 Dissolution of the Transferor Company:

Upon approval of this Scheme by the Tribunal, the Transferor Company shall be dissolved without winding up and without any further act or deed on the part of the Transferor Company pursuant to the provisions of Section 232 of the 2013 Act.

9.8 Conditionality of the Scheme:

The Scheme is conditional upon and subject to:

- (i). Approval of the Scheme by the requisite majority of the shareholders of both, the Transferor Company and the Transferee Company, and their respective creditors;
- (ii). Further, the Scheme is conditional upon it being approved by the shareholders of the Transferee Company through e-voting and the Scheme shall be acted upon only if the resolution mentioned above has been approved by majority of members representing 3/4th in value of the total valid votes casted through the remote e voting.
- (iii). Sanction of the Scheme by the Hon'ble National Company Law Tribunal pursuant to Sections 230 and 232 and other applicable provisions of the Act;
- (iv). Sanctions and approvals of all authorities concerned including the Registrar of Companies, the Official Liquidator, the Regional Director in respect of any matter relating to or arising out of the Scheme for which such sanction or approval is required under Section 232 of the Act;
- (v). All other sanctions and approvals, as may be required by law, in respect of this Scheme being obtained.
- (vi). 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 order sanctioning the same with the Registrar of Companies by the Transferor Company and the Transferee Company on such date.

Note: You are requested to read the entire text of the scheme to be fully acquainted with the provisions thereof. Aforesaid are only some of the key provisions of the scheme.

10. RELATIONSHIP SUBSISTING BETWEEN PARTIES TO THE SCHEME:

The transferor Company is a Wholly Owned Subsidiary of the transferee Company.

11. CAPITAL / DEBT RESTRUCTURING:

There is no Capital / debt restructuring envisaged in the Scheme.

12. PRE AND POST AMALGAMATION CAPITAL STRUCTURE:

- a) The pre and post amalgamation Capital Structure of the Transferor Company is as follows:

| S. No. | Description | Pre-Scheme as on March 31, 2022 | | Post-Scheme | |
|------------|--|------------------------------------|--------|---------------------|---|
| | | No of Equity Shares | % | No of Equity Shares | % |
| 1. | Promoter & Promoter Group | | | | |
| (A) | Indian | | | | |
| (a) | Individuals/Hindu Undivided Family | 01 | 0.00 | - | - |
| (b) | Central Government/State | - | | - | - |
| (c) | Finical Institutions/Banks | - | | - | - |
| (d) | Any Other | - | | - | - |
| (e) | Bodies Corporate | 14,99,999 | 100.00 | - | - |
| (f) | Trust | - | | - | - |
| | Sub-Total(A)(1) | 15,00,000 | 100.00 | - | - |
| (B) | Foreign | - | | - | - |
| (a) | Individuals (Non Resident Foreign Individuals) | - | | - | - |
| (b) | Government | - | | - | - |
| (c) | Institutions | - | | - | - |
| (d) | Foreign Portfolio Investors | - | | - | - |
| (e) | Any Other | - | | - | - |
| | Sub-Total(A)(2) | - | | - | - |
| | Total Shareholding of Promoter and Promoter Group A = (A)(1) + (A)(2) | 15,00,000 | 100.00 | - | - |
| 2. | Public | | | - | - |
| (A) | Institutions | - | | - | - |
| | Sub-Total(B)(1) | - | | - | - |
| (B) | Central Government/ State Government(s) | - | | - | - |
| | Sub-Total(B)(2) | - | | - | - |
| (C) | Non Institutions | - | | - | - |
| | Sub-Total(B)(3) | - | | - | - |
| | Total Public Shareholding B = (B)(1) + (B)(2) + (B)(3) | - | | - | - |

| | | | | | |
|-----|---------------------------------|------------------|---------------|---|---|
| 3. | Non Promoter- Non Public | - | | - | - |
| (A) | Shares underlying DRs | - | | - | - |
| (B) | Shares held by Employee Trusts | - | | - | - |
| | Sub-Total(C) | - | | - | - |
| | TOTAL = A + B + C | 15,00,000 | 100.00 | - | - |

b) The pre and post amalgamation Capital Structure of the Transferee Company is as follows:

| S. No. | Description | Pre-Scheme as on March 31, 2021 | | Post-Scheme | |
|--------|--|---------------------------------|-------|---------------------|-------|
| | | No of Equity Shares | % | No of Equity Shares | % |
| 1. | Promoter & Promoter Group | | | | |
| (A) | Indian | | | | |
| (a) | Individuals/Hindu Undivided Family | 43409715 | 50.01 | 43409715 | 50.01 |
| (b) | Central Government/State | - | - | - | - |
| (c) | Finical Institutions/Banks | - | - | - | - |
| (d) | Any Other | - | - | - | - |
| (e) | Bodies Corporate | - | - | - | - |
| (f) | Trust | - | - | - | - |
| | Sub-Total(A)(1) | 43409715 | 50.01 | 43409715 | 50.01 |
| (B) | Foreign | - | - | - | - |
| (a) | Individuals (Non Resident Foreign Individuals) | - | - | - | - |
| (b) | Government | - | - | - | - |
| (c) | Institutions | - | - | - | - |
| (d) | Foreign Portfolio Investors | - | - | - | - |
| (e) | Any Other | - | - | - | - |
| | Sub-Total(A)(2) | - | - | - | - |
| | Total Shareholding of Promoter and Promoter Group A = (A)(1) + (A)(2) | 43409715 | 50.01 | 43409715 | 50.01 |
| 2. | Public | | | | |
| (A) | Institutions | - | - | - | - |
| | Sub-Total(B)(1) | - | - | - | - |
| (B) | Central Government/ State Government(s) | - | - | - | - |

| | | | | | |
|-----|---|-----------------|------------|-----------------|------------|
| | Sub-Total(B)(2) | - | - | - | - |
| (C) | Non Institutions | - | - | - | - |
| | Sub-Total(B)(3) | - | - | - | - |
| | Total Public Shareholding B = (B)(1) + (B)(2) + (B)(3) | - | - | - | - |
| 3. | Non Promoter- Non Public | 43392183 | 49.99 | 43392183 | 49.99 |
| (A) | Shares underlying DRs | - | - | - | - |
| (B) | Shares held by Employee Trusts | - | - | - | - |
| | Sub-Total(C) | - | - | - | - |
| | TOTAL = A + B + C | 86801898 | 100 | 86801898 | 100 |

13. Effect of Scheme on stakeholders:

The Scheme of Amalgamation, if approved by the appropriate authorities and the Tribunal, shall not have any adverse impact or effect on the Directors, Key managerial personnel's Promoters, Non-Promoter Members, Creditors, whether secured or unsecured, employees of Transferee or Transferor Company. The Applicant Companies does not have any Depositors or Debenture Holders. A report adopted by the respective Board of Directors of the Transferee and Transferor Company, explaining the effect of Scheme on promoters and non-promoter Shareholders, and others is enclosed to this Notice.

14. Interest of Directors, Key Managerial Personnel (KMP'S), their Relatives and Debenture Trustee:

- (a) None of the Directors, KMPs (as defined under the Act and rules framed thereunder) of the Transferee Company and their respective relatives (as defined under the Act and rules framed thereunder) has any interest in the Scheme except to the extent of their shareholding in the Company, if any. Save as aforesaid, none of the said Directors or the KMPs or their respective relatives has any material interest in the Scheme.
- (b) None of the Directors, KMPs (as defined under the Act and rules framed thereunder), as applicable, of the Transferor Company and their respective relatives (as defined under the Act and rules framed thereunder), has any interest in the Scheme except to the extent of their shareholding in the Transferee Company, if any. Save as aforesaid, none of the said Directors or the KMP's or their respective relatives has any material interest in the Scheme.

- (c) The Applicant Companies does not have any Depositors or Debenture Holders, hence the question of disclosure of interest of Depositors or Debenture Trustee does not arise.
- (d) Details of the present Directors and KMP of the Transferee Company and their respective shareholding in Transferor and Transferee Company as on date of this Notice is as follows:

| Name of Directors/ KMP | Designation | Shares in Transferor Company | Shares in Transferee Company |
|--------------------------------|-------------------------|-------------------------------------|-------------------------------------|
| Vishnukanth Chaturbhuj Bhutada | Managing Director | - | 6365610 |
| Om Prakash Inani | Chairman | - | 2867691 |
| Hetal Madhukant Gandhi | Independent Director | - | 8000 |
| Arvind Vasudeva | Independent Director | - | - |
| Kalakota Reddy Sharath | Whole-Time Director | - | 28089 |
| Sirisha Chintapalli | Independent Director | - | - |
| Alpesh Dalal | Chief Financial Officer | - | - |

- (e) Details of the present Directors and KMP of the Transferor Company and their respective shareholding in Transferor and Transferee Company as on date of this Notice is as follows:

| Name of Directors/ KMP | Designation | Shares in Transferor Company | Shares in Transferee Company |
|---------------------------------|----------------------------|-------------------------------------|-------------------------------------|
| Vishnukanth Chaturbhuj Bhutada | Director | - | 6365610 |
| Ramakant Innani | Whole Time Director CFO | 01 | 1497778 |
| Venkata Vinod Kumar Valipireddy | Director | - | - |
| Raghavendra Prasad Movva | Director | - | - |

15. The rights and interests of creditors of the Applicant Companies will not be prejudicially affected by the Scheme as no sacrifice or waiver is at all called from them nor their rights sought to be modified in any manner and post the Scheme, the Transferee Company will be able to meet its liabilities as they arise in the ordinary course of business.
16. There are no winding up proceedings pending against any of the Applicant Companies as on date.
17. No inquiry or investigation under sections 235 to 251 of the Companies Act, 1956, or under Section 210 to 227 of Companies Act, 2013, is pending against any of the Applicant Companies.
18. The financial position of the Transferee Company will not be adversely affected by the Scheme.
19. The Scheme of Amalgamation requires the approval / sanction / no objection from the following regulatory and government authorities:
 - a) Registrar of Companies
 - b) Regional Director
 - c) Official Liquidator
 - d) National Company Law Tribunal
20. The Companies are yet to obtain the sanction of Registrar of Companies, Regional Director, Official Liquidator and the National Company Law Tribunal, Bench at Bengaluru. The approval of the aforesaid authorities will be obtained at appropriate time.
21. Inspection and / or extract by the Equity Shareholders of the Transferee Company, of the following documents shall be allowed at the Registered Office of the Company on all working days (except on Sundays and Public holidays) between 9:00 A.M. to 5.00 P.M. till the date of this Meeting.
 - (a) Joint Company Application No. **C.A. (CAA) / 35&36 / BB / 2021** filed by the Applicant Companies with the Hon'ble National Company Law Tribunal, Bengaluru Bench at Bengaluru.
 - (b) Certified copy of the order dated April 08, 2022, passed by the Hon'ble National Company Law Tribunal, Bengaluru Bench at Bengaluru in the **CA (CAA) / 35&36 / BB / 2021**.

- (c) Resolution passed by the Board of Directors of Applicant Companies approving the Scheme of Amalgamation at their respective meetings held on 09.09.2020.
- (d) Scheme of Amalgamation between INM Technologies Private Limited (Transferor Company) and Shilpa Medicare Limited (Transferee Company) and their respective Shareholders and Creditors.
- (e) A certificate issued by the respective Statutory Auditors of the Applicant Companies to the effect that the accounting treatment proposed in the scheme is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013;
- (f) Memorandum and Articles of Association of the Applicant Companies.
- (g) Audited Financial Statements of the Applicant Companies for the financial year ended March 31, 2021.
- (h) Report of the Board of Directors of the Transferor and Transferee Company, pursuant to Section 232(2)(c) of the Act.
- (i) Consolidated and standalone unaudited financial statements for nine months ended December 31, 2021 of the Transferor Company.
- (j) Provisional Financial Statements for the period ended December 31, 2021 of the Transferor Company.

22. The Scheme of amalgamation, subject to any modification(s) approved or imposed or directed by the Hon'ble National Company Law Tribunal, Bengaluru Bench at Bengaluru, unless otherwise specified in the Scheme, shall be effective and operative from the Appointed Date, i.e., 01.04.2020 or such other date as may be approved by Hon'ble National Company Law Tribunal , Bengaluru Bench or such other competent authority having jurisdiction to sanction the Scheme., upon receipt of Certified copy of Order of the National Company Law Tribunal, Bengaluru Bench.

23. Details of the Outstanding loans/Debts of the Transferor Company:

| S. No. | Class of the lender | Outstanding loans of the unlisted Transferor on March 31 2021 | Amount that shall be carried forward to the Transferor post-merger |
|---------------|-----------------------------|--|---|
| 1. | Secured Loans | - | - |
| 2. | Unsecured Loans | - | - |
| | i. From Others | | |
| | ii. From Transferor Company | | |
| | TOTAL | - | - |

*Excluding interest that might be accumulated in future.

§As part of the Scheme the inter-corporate loans granted by the Transferor to the Transferee Company shall stand cancelled and the post-merger total outstanding loans of the Transferee shall stand reduced to that extent.

The amount which may include interest calculated upto the effective date of the scheme shall be carried forward to the transferee company post-Merger.

- 24.** A copy of the Notice, the Explanatory Statement, the Scheme of Amalgamation, details & information as required under Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, the Reports adopted by the Board of Directors of the Transferor Company / Transferee Company, explaining the effect of Scheme on promoters and non-promoter Shareholders of the Company, and other relevant documents are also available on the website of the Company, i.e., <https://www.vbshilpa.com/board-meeting-notice.php> and also available for inspection at the registered office on all working days (except on Sundays and Public holidays) between 9:00 A.M. to 5.00 P.M. till the date of this Meeting.
- 25.** None of the Directors of respective Companies and their respective relatives is concerned or interested, financially or otherwise in the proposed resolution except as shareholders of their respective companies in general.
- 26.** The Board of Directors recommends the resolution set out in the notice in relation to the approval of the proposed Scheme of Amalgamation between INM Technologies Private Limited (Transferor Company) and Shilpa Medicare Limited (Transferee Company) and their respective Shareholders and Creditors.
- 27.** This statement may be treated as an Explanatory Statement under Section 102 read with sections 230 to 232 of the Companies Act, 2013, read with relevant rules made thereunder.

- 28.** A copy of the Notice along with Explanatory Statement may be obtained from the Registered Office of the Company.

Sd/-
Raghuram Cadambi
Chairman appointed for the meeting

Date: 25 April 2022

**IN THE NATIONAL COMPANY LAW TRIBUNAL
BENGALURU BENCH**

C.A. (CAA) No.36/BB/2021
U/s 230 & 232 of the Companies Act, 2013
& other application provisions of the Companies Act, 2013
r/w Companies (CAA) Rules, 2016

In the matter of:

SHILPA MEDICARE LIMITED,
#12-6-214/ A1, Hyderabad Road,
Raichur,
Karnataka - 584135

...Applicant /Transferee Company

AND

INM TECHNOLOGIES PRIVATE LIMITED,
13-E/13, 1st Phase,
Kumbalagodu Industrial Area,
Mysore Road, KengeriHobli,
South Bangalore,
Bangalore - 560074

...Non-Applicant /Transferor Company

Date of Order: 08th April, 2022

Coram: Hon'ble Shri. Ajay Kumar Vatsavayi, Member (Judicial)
Hon'ble Shri. Manoj Kumar Dubey, Member (Technical)

Parties/Counsels Present (Through Video Conference):

For the Applicant Company : Shri Shrikar Jayagovind

ORDER

Per: Manoj Kumar Dubey, Member (Technical)

1. C.A. (CAA) No.36/BB/2021 is filed by Shilpa Medicare Limited (hereinafter referred to as 'Applicant Company/Transferee Company'), being First Motion Application under Sections 230 & 232 of the Companies Act, 2013, by inter alia seeking to convening the meeting of the Equity Shareholders, Trade Creditors and Secured Creditors of the Applicant/Transferee Company for considering the Scheme of

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Amalgamation between M/s. INM Technologies Private Limited (Transferor) and Shilpa Medicare Limited (Transferee) and their respective shareholders and creditors.

2. Brief facts of the case, as mentioned in the Application, which are relevant to the issue in question, are as follows:

- (1) **'Shilpa Medicare Limited'** (hereinafter referred as the Transferee Company) is a listed public Company incorporated on 20.11.1987 bearing CIN No. L85110KA1987PLC008739 having its registered office at #12-6-214/A1, Hyderabad Road, Raichur, Karnataka - 584135. Its Authorised Share Capital is Rs. 9,50,00,000/- divided into 9,50,00,000 equity shares of Rs.1/- each, and the Issue, Subscribed and Paid-up Share Capital is Rs.8,15,26,898 /- divided into 8,15,26,898 equity shares of Rs.1/- each. The main objects of the Transferee Company interalia is *to carry on in India or elsewhere the industry, trade or business of Manufacturers, traders, Dealers, Agents, suppliers, Licensees, Loan Licenses etc.,.*
- (2) P.S Rao & Associates, Company Secretaries, have issued a Certificate dated 14.05.2021 by certifying that there are 51277 Equity Shareholders in the Transferee Company as on 31.03.2021 viz., Indian Individual Promoters having 22 Shareholders holding 4,34,09,715 Equity Shares of Rs.1/- each constituting 53.25%, Foreign Portfolio Investors, holding 1,32,33,007 equity shares of Rs.1/- each constituting 16.23% etc. The Transferee Company seeks to convene the meeting of the Equity Shareholders for the proposed scheme of Amalgamation.
- (3) Brahmayya & Co., Chartered Accountant, have issued a Certificate dated 17.05.2021 by certifying that there 828 Trade Creditors in the Applicant/Transferee Company as on 31.12.2020 viz., ACE Technologies amounting to Rs. 6,22,598/-, Adam Fabriwerk Private Limited amounting to Rs. 1,50,040/- Agilent Technologies India Private Limited, 12,63,334/- etc. The Transferee Company seeks to

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convene the meeting of the Trade Creditors of the Transferee Company for the proposed Scheme of Amalgamation.

- (4) Brahmayya & Co., Chartered Accountant, have issued a Certificate dated 19.05.2021 by certifying that there are Long term Secured Creditors amounting to Rs. 30,458.25/- Lakhs and Short term amounting to Rs. 20, 248.53/- Lakhs, total outstanding amount of Rs. 50,706.78/- Lakhs in the Applicant/Transferee Company as on 31.12.2020 viz., HSBC Bank amounting to Rs. 8,125 lakhs, HDFC Bank holding 9,594 Lakhs, Axis Bank holding 10,000 lakhs etc. The Transferee Company seeks to convene the meeting of the Secured Creditors of the Transferee Company for the proposed Scheme of Amalgamation. Further, 5 NoC obtained as consent from the banks.
- (5) **"INM Technologies Private Limited"** (hereinafter referred as the Transferor Company) was incorporated on 23rd January 2015 with CIN: U73100KA2015PTC078494 and having its registered office situated at 13-E/13, 1st Phase, Kumbalagodu Industrial Area, Mysore Road, Bengaluru - 560 074. Its Authorised Share Capital as on 31st March 2020 is Rs. 45,00,00,000/- (Rupees Forty Five Crores only) divided into 15,00,000 equity shares of Rs.10/- each and 4,35,00,000 (Four Crores Thirty Five Lakhs) Preference Shares of Rs.10/- each, and the Issued, Subscribed and Paid-up Share Capital is Rs.43,96,76,700/- divided into 15,00,000 equity shares of Rs.10/- each and 4, 24,67,670/- Preference Shares of Rs.10/- each. The main objects of the Transferor Company interalia is *to carry on the business of manufacture, nano-research for Advanced Materials & Technologies, consulting and offering services and innovative products in the areas of Nanotechnology, Material Science etc.,.*
- (6) The Board of Directors of the Applicant/Transferee Company has approved and adopted the Scheme of Amalgamation in the respective Board meeting held on 09.09.2020.

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- (7) Brahmayya & Co., Chartered Accountants, the Statutory Auditors of the Applicant/Transferee Company has issued a Certificate dated 09.09.2020, wherein it is *inter alia* certified that the proposed Accounting treatment contained in the aforesaid scheme is in compliance with SEBI (Listing Obligations and Disclosure Requirement) Regulations, 2015 and circulars issued thereunder, and all applicable Accounting Standards notified by the Central Government under the Companies Act, 2013.
- (8) Bohara Bhandari Bung and Associates LLP, Chartered Accountants, the Statutory Auditors of the Transferor Company has issued a Certificate dated 14.05.2021, wherein it is *inter alia* certified that the proposed Accounting treatment contained in the Books of Accounts is in compliance with all the applicable Accounting Standards notified by the Central Government under the Companies Act, 2013.
- (9) The rationale for the Scheme *inter alia* is that the amalgamation will enable the Transferee Company to consolidate its business, enhance the scale of operations, technical and financial resources of the Transferor Company and the Transferee Company and optimally utilise the technologies developed which in turn would enable the Transferee Company to increase its production capacities rapidly to become more competitive to get penetrated into high growth and profitable areas of business and achieve operational efficiency, synergy and operation rationalization; Reduction in production overheads including other expenditure, multiple record-keeping etc., thus resulting in reduced expenditure and significant reduction in the production cost and regulatory compliances required to be carried out by the Transferor Company and Transferee Company.
- (10) It is further stated that there is no proceedings relating to the investigations pending under Section 210 to 227 of Companies Act, 2013 against the either Transferor Company or Transferee Company.

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- (11) On 04.03.2022, the Tribunal has directed the Applicant Company to file the unaudited financials as on 31.12.2021 in response to the above said order the Applicant Company has filed its unaudited financials as on 31.12.2022 vide Dairy no: 1045, dated 15.03.2022.
2. Heard Shri Shrikar Jayagovind, Learned Counsel for the Applicant Company, through **Video Conference**. We have carefully perused the pleadings of the party and extant provisions of the Companies Act, 2013 and the Rules made thereunder, and the Law on the issue.
 3. Shri. Shrikar Jayagovind, Learned Counsel for the Applicant/Transferee Company, while pointing out various averments made in the Company Application, has further submitted that initially the Applicant Companies sought for dispensation of all the meetings. However, thereafter they sought for convening of all meetings.
 4. It is stated that the Scheme in question is made in the best interests of the Applicant /Transferee Company, and its respective Shareholders & Creditors. He has pointed out that the Chartered Accountants, after verifying the records of the Company, have duly certified the existing Equity Shareholders, Secured and Trade Creditors of the Applicant/Transferee Company.
 5. As stated supra, the Company has followed extant provisions of Companies Act in framing the Scheme in question, which are duly approved by the Board of Directors of the Company involved. The Statutory Auditors/Chartered Accountants of the Company have also issued respective Certificates by inter-alia certifying the details of shareholders, creditors, and the compliance of accounting treatment as prescribed U/s 133 of the Companies Act, 2013 with reference to the Scheme in question. The Applicant/Transferee Company has disclosed all the material facts relating to the Scheme in question and filed necessary documents along with the Application. Therefore, we are convinced with the case, made out by the Applicant/Transferee Company so as to grant

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relief as sought for, by convening the meeting of the Equity Shareholders, Trade and Secured Creditors of the Applicant Company by appointing the Chairperson and Scrutinizer for convening the meeting, fixing venue, time, quorum etc.

6. In the result, C.A. (CAA) No.36/BB/2021 is disposed of with the following directions:

- (i) The meeting of the Equity Shareholders of the Applicant/Transferee Company be convened and held on **27.05.2022** at 9.00 A.M, at #12-6-214/A1, Hyderabad Road, Raichur, Karnataka - 584135 or through Video conference, for the purpose of considering and, if thought fit, approving with or without modification(s) the proposed Scheme of Amalgamation. **Mr.AbhijitAttur, Advocate**, having address: Agraa Legal, Advocates & Consultants, No.19, 2nd floor, Shivasankar Plaza, Lalbagh Road, Richmond Circle, Bangalore - 560 027, Contact No: 9663309317, Email ID: abhijit@agraalegal.com is appointed as Chairperson and Ms. **Daakshayani**, (DPSP Associates) having address: No.323, 1st Floor, 2nd G Cross, 3rd stage, 3rd Block, 4th Main Basaveshwaranagar, Bengaluru - 560 079, Contact No: 9900814126 is appointed as Scrutinizer for the said meeting. The remuneration for Chairperson shall be Rs. 1,00,000/- and for Scrutiniser shall be Rs.60,000/-. Since the Transferee Company is a public listed company, as per Section 103 of the Companies Act, 2013, the Quorum for the said meeting is 30 (thirty) either in person or through representative in view of the Act prescribed. The Notice of the meeting of the Equity Shareholders of the Applicant/Transferee Company shall be published in English Daily "Hindu Business Line" and in Kannada Daily "Udayavani".
- (ii) The meeting of the Trade Creditors of the Transferee Company be convened and held on **27.05.2022** at 11 A.M at #12-6-214/A1, Hyderabad Road, Raichur, Karnataka - 584135 or through Video

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conference, for the purpose of considering and, if thought fit, approving with or without modification(s) the proposed Scheme of Amalgamation. **Mr. Vivekananda**, Advocate, having address: VGB Associates, Advocates, Bungalow No:3, Jayamahal Palace Hotel, No:1 Jayamahal Road, Bangalore - 560 046, Contact No: 9845428653, Email ID: vivekananda@vgbassociates.com is appointed as Chairperson and **Ms. NithyaPasupathy**, having address: No.3, Shankaralaya, 3rd Street, RK Nagar, RA Puram, Chennai - 600028, Contact No: 9566033007, Email ID: nithyapasupathy32@gmail.com is appointed as Scrutinizer for the said meeting. The remuneration for Chairperson shall be Rs. 1,00,000/- and for Scrutiniser shall be Rs.60,000/ -. The Quorum for the said meeting is 30% of total value of Creditors, either in person or through representative in view of the Act prescribed three-fourth of the Creditors required for consideration of the Scheme later on. The Notice of the meeting of the Trade Creditors of the Transferee Company shall be published in English Daily "Hindu Business line " and in Kannada Daily "Udayavani".

- (iii) The meeting of the Secured Creditors of the Transferee Company be convened and held on **27.05.2022** at 1.00 P.M at #12-6-214/A1, Hyderabad Road, Raichur, Karnataka - 584135 or through Video conference, for the purpose of considering and, if thought fit, approving with or without modification(s) the proposed Scheme of Amalgamation. **Mr. RaghuramCadambi**, Advocate, having address: No: 519-520, Prestige Centre Point, Level 5, No.7, Cunningham Road, Bangalore - 560 072, Contact No: 9900039859, Email ID: raghuram@cknlaw.in is appointed as Chairperson and **Mr. Pramod S.M**, having address: #4272, 2nd Floor, Saptagiri, Vivekananda Park Road, near Seetha Circle, Girinagar, Bengaluru - 560 085 Contact No: 9845657072 is appointed as Scrutinizer for the said meeting. The remuneration for Chairperson shall be Rs. 1,00,000/- and for

- Sd -

Scrutiniser shall be Rs.60,000/ -. The Quorum for the said meeting is 30% of total value of Creditors, either in person or through representative in view of the Act prescribed three-fourth of the Creditors required for consideration of the Scheme later on. The Notice of the meeting of the Secured Creditors of the Transferee Company shall be published in English Daily "Hindu Businessline" and in Kannada Daily "Udayavani".

- (iv) The Applicant Company and the Chairperson and Scrutiniser appointed in the case, are hereby directed to follow all extant provisions of the Companies Act, 2013 r/w Companies (Compromises, Arrangements and Arrangements) Rules, 2016 in convening above meetings.
- (v) The Chairperson and Scrutinizer are directed to file their respective reports with Registry of this Tribunal, within two weeks from the date of conclusions of respective meeting, and thereafter, the Applicant Companies are hereby granted two weeks to file appropriate Company petition, in accordance with law, to seek sanction of the Scheme in question, subject to all statutory Compliances.
- (vi) Any person/Company/Institution aggrieved by this order, can approach this Tribunal by way of filing Interim Application(s) seeking appropriate directions.

- Sd -

(MANOJ KUMAR DUBEY)
MEMBER (TECHNICAL)

- Sd -

(AJAY KUMAR VATSAVAYI)
MEMBER (JUDICIAL)

Gayathri/LRA

ANNEXURE-II

SCHEME OF AMALGAMATION

BETWEEN

SHILPA MEDICARE LIMITED

(TRANSFeree COMPANY)

AND

INM TECHNOLOGIES PRIVATE LIMITED

(TRANSFEROR COMPANY)

**AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS
(UNDER SECTION 230 READ WITH SECTION 232 OF THE
COMPANIES ACT, 2013)**

PREAMBLE

A. PREAMBLE OF THE SCHEME

This Scheme of Amalgamation is presented under Section 230 read with Section 232 and other applicable provisions of the Companies Act, 2013 and the rules made thereunder including any statutory modifications or re-enactments thereof, if any, and provides for the Amalgamation of **INM TECHNOLOGIES PRIVATE LIMITED** (hereinafter referred to as "**INM/ Transferor Company**") with **SHILPA MEDICARE LIMITED** (hereinafter referred to as "**SML/ Transferee**



"ATTESTED"

[Signature]

For: Shilpa Medicare Ltd., ¹

[Signature]
Authorized Signatory



For: Shilpa Medicare Ltd.,

[Signature]
Authorized Signatory

Company") on a going concern basis and the consequent cancellation of equity shares held by the Transferee Company in the Transferor Company and the dissolution of the Transferor Company without winding up.

The Scheme also provides for various other matters consequential to or otherwise integrally connected with the above in the manner provided for in this Scheme.

B. DESCRIPTION OF THE COMPANIES

1.1 INM TECHNOLOGIES PRIVATE LIMITED (TRANSFEROR COMPANY)

a) INM TECHNOLOGIES PRIVATE LIMITED, is a private limited company incorporated on 23/01/2015 (Twenty-Third Day of January, Two Thousand and Fifteen) in the State of Karnataka. The present Corporate Identification Number (CIN) of the Company is U73100KA2015PTC078494. (hereinafter referred to as the **"INM /Transferor Company")**.

b) The registered office of the Transferor Company is presently situated at 13-E/13, 1st Phase, Kumbalagodu Industrial Area, Mysore Road, Kengeri Hobli, South Bangalore, KA- 560074.

" ATTESTED "

Remar

For: Shilpa Medicare Ltd.,

Authorised Signatory



For: Shilpa Medicare Ltd.
V.V. K. Chandra
Authorised Signatory



c) The main object of the Transferor Company Company as per the Memorandum of Association is "To carry out the business of manufacture, nano-research for Advanced Materials & Technologies, consulting and offering services and innovative products in the area of Nanotechnology, Material Science and Engineering and service in Advanced Technology and Product Development, establishment of centralised facility for all deposition, characterization and testing techniques, analytical service on nano and micro structured materials to various industrial sectors and to develop and integrate nanostructured materials in the products of customers of various industrial sectors including Pharmaceuticals, Biotech, Chemical, Food, Aviation, Defence, Building/ Construction, Bio-medical, Optics, Energy, Textiles, Nutraceuticals, Microelectronics, Photonics, Telecommunications, Agricultural, Mechatronics and Nanoelectronics and to impart need-based training/ course work in different areas of Nanoscience, Nanotechnology and Environment to train public, students, NGOs and

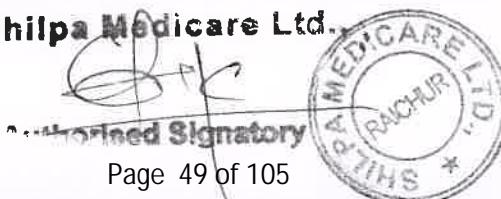


" ATTESTED "

(Signature)

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For: Shilpa Medicare Ltd.



For: Shilpa Medicare Ltd.
(Signature)
Authorised Signatory

Government functionaries, certificate course for the benefit of different students with background of all branches of Engineering, Pharmacy, Medicine, and Science. To develop research programs and forward-looking technologies to meet industrial needs and strengthen industrial competitiveness at national and international level. To participate in National and International research programs funded by various government and non-government agencies."

d) The Authorized Capital of the Transferor Company as on 31st March, 2020 is 45,00,00,000/- (Rupees Forty-Five Crores) divided into 15,00,000 (Fifteen Lakhs) Equity Shares of Rs. 10/- (Rupees Ten Only) each and 4,35,00,000 (Four Crores Thirty-Five Lakhs) Preference Shares of Rs. 10/- (Rupees Ten) each.

e) The issued, subscribed and paid-up share capital of the Transferor Company as on 31st March, 2020 is Rs. 43,96,76,700/- (Rupees Forty-Three Crores Ninety-Six Lakhs Seventy-Six Thousand and Seven Hundred) divided into 15,00,000 (Fifteen Lakhs) Equity Shares of Rs. 10/- (Rupees Ten Only) each and 4,24,67,670 (Four Crore



" ATTESTED "

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For: Shilpa Medicare Ltd., 4

Authorised Signatory



For: Shilpa Medicare Ltd.,

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Authorised Signatory



Twenty-Four Lakhs Sixty-Seven Thousand Six Hundred and Seventy Only) of Rs. 10/- each.

- f) All the Equity Shares and Preference Shares of the Transferor Company as above are held by the Transferee Company and its nominee. Accordingly, the Transferor Company is a wholly owned subsidiary of the Transferee Company.

1.2 SHILPA MEDICARE LIMITED (TRANSFEE COMPANY)

- a) SHILPA MEDICARE LIMITED is a listed public company was originally incorporated under the name and style of Shilpa Antibiotics Private Limited on 20-11-1987 in the State of Karnataka. Later on the Company was converted into Public Limited Company and got its name changed to Shilpa Antibiotics Limited w.e.f.03-11-1993. Later the Transferee Company had changed its name to Shilpa Medicare Limited and obtained fresh Certificate of Incorporation bearing No.Co.No.08/8739 from Registrar of Companies, Karnataka on 13-12-2002. The present Corporate Identification Number (CIN) of the Company is L85110KA1987PLC008739 (hereinafter referred to as the "SML / Transferee Company").



" ATTESTED "

[Signature]

For: Shilpa Medicare Ltd.,

[Signature]
Authorised Signatory



For: Shilpa Medicare Ltd.,

[Signature]
Authorised Signatory

b) The registered office of the Transferee Company is presently situated at #12-6-214/A1, Hyderabad Road, Raichur, KA- 584135 (hereinafter referred to as the "Transferee Company").

c) The main objects of the Transferee Company as per its Memorandum of Association are as follows:

i) To carry on in India or elsewhere the industry, trade or business of Manufacturers, Traders, Dealers, Agents, Suppliers, Licensors, Licensees, Loan Licenses, Importers, Exporters, Consultants, Discoverers, Inventors, and Producers of Drugs, Bulk Drugs, Pharmaceuticals, Pharmaceutical Formulations, Alcohol, Blended Laboratory Preparations and General Medicinal Preparation and/ or their by-products and packing and re-packings of the above.

ii) To carry on the business of formulating, developing, improving, designing, marketing, selling, franchising, exporting and licensing software and program products of any and all description.



" ATTESTED "

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For: Shilpa Medicare Ltd.,

[Handwritten signature]
Authorised Signatory



For: Shilpa Medicare Ltd.,

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Authorised Signatory



iii) To provide assistance and service related to the preparation and maintenance of accounting, statistical, scientific or mathematical information and reports, data processing, programming, collecting, storing, processing and transmitting information and data of every kind and description, systems analysis and machine services for solving or aiding commercial, industrial scientific and research problems and for all other related business.

iv) To establish, set-up, organise maintain, support, assist and/or conduct training classes, and other educational institutions, to organise educational programmes, lectures, seminars, symposium on subjects and in respect of operating computers, computer programming, computer training, computer manufacturing, computer technology, development of hardware and software, state of art of computer technology and to award degrees, diplomas and certificates to trainees, students and other persons and to establish, promote, organise, support and maintain clubs and associations of



“ ATTESTED ”

[Handwritten signature]

For: Shilpa Medicare Ltd.,

[Handwritten signature]
Authorized Signatory



students and trainees for further advancing of their knowledge and experience in all or any of the above subjects and topics.

- v) To carry on business of manufacture, purchase, sale or otherwise transfer, lease, import, export, hire, license, use, dispose of, operate, fabricate, construct, distribute, assemble, design, charter, acquire, market, recondition, work upon or otherwise, generally deal in any electronic, electrical product, machine, apparatus, appliance, custom products relating to software, merchandise systems, software procedures, peripheral products, computers tabulators, data processing machines and systems and components thereof, electrical calculators, electric and Electro-mechanical accounting systems, terminal products and systems, machines for registering, data preparation, recording, perforating, tabulating, sorting, printing, typewriting products which possess an internal intelligence for recognising and correlating any type of data or information to be processed, recognition and memory systems.



" ATTESTED "

[Handwritten signature]

For: Shilpa Medicare Ltd.,

[Handwritten signature]
Authorised Signatory



For: Shilpa Medicare Ltd.,

[Handwritten signature]
Authorised Signatory

vi) To render technical assistance and services including maintenance in connection with the use, purchase, sale, import, export, lease or distribution, license, design, manufacture or any machines, apparatus, appliance, system, component, electronic products and systems and program products."

vii) To carry on the business of manufacturing, generating, supplying, buying and selling of Hydel, Thermal, Co-generation, Bio-generation, Solar Energy, Wind Energy and such other conventional and/or non-conventional energy and for this purpose construct, laydown, establish, fix and carryout all necessary Power station, cables, wires, lines, accumulators lamps and generally supply electricity of all kinds.



d) The authorized Capital of the Transferee Company as on 31st March, 2020 is 9,50,00,000/- (Rupees Nine Crores and Fifty Lakhs) divided into 9,50,00,000 (Nine Crores and Fifty Lakhs) Equity Shares of Re.1/- (Rupee One) each.

" ATTESTED "

(Signature)

For: Shilpa Medicare Ltd.,⁹

(Signature)
Authorised Signatory



For: Shilpa Medicare Ltd.,

(Signature)
Authorised Signatory



e) The issued, subscribed and paid-up share capital of the transferee Company as on 31st March, 2020 is 8,15,26,898/- (Rupees Eight Crores Fifteen Lakhs Twenty-Six Thousand Eight Hundred and Ninety-Eight Only) divided into 8,15,26,898 (Eight Crores Fifteen Lakhs Twenty-Six Thousand Eight Hundred and Ninety-Eight Only) Equity Shares of Re. 01/- (Rupee One Only) each.

C. RATIONALE, OBJECTIVE & PURPOSE OF THE SCHEME

1.1 The Transferor Company is a wholly owned subsidiary of the Transferee Company. Considering the cost synergies on being a combined entity which would enhance the competitiveness and lead to the growth prospectus in the business operations of the Transferee Company and to ensure to attain the objects more effectively by better performance, accelerated growth and improved profitability, the Board of Directors of the Transferor Company and the Transferee Company have decided to amalgamate the Transferor Company and the Transferee Company, so as to achieve the following benefits:

a) The amalgamation will enable the Transferee Company to consolidate its business, enhance the scale of operations,



"ATTESTED"

(Signature)

For: Shilpa Medicare Ltd.,

(Signature)
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pool managerial, technical and financial resources of the Transferor Company and the Transferee Company, and optimally utilise various resources which in turn would enable the Transferee Company to participate more vigorously and profitably in an increasingly competitive and liberalised market and to diversify into high growth and profitable areas of business and achieve operational efficiency, synergy and operational rationalization.

b) Reduction in overheads including administrative and other expenditure, multiple record-keeping, etc., thus resulting in reduced expenditure and significant reduction in the multiplicity of legal and regulatory compliances required to be carried out by the Transferor Company and the Transferee Company.



c) The combined entity, with its strong financials and increased net worth, will have greater access to sources of funds, better credit rating and better access to bank credit and working capital resulting in increased competitiveness of the Transferee Company which will ultimately lead to greater productivity and economical operations for future growth of the Transferee Company as well as

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strengthening the value of all the stakeholders of the Company.

D. SCOPE OF THE SCHEME

The Scheme of Amalgamation provides for:

- 1.1 Amalgamation of **INM** into **SML**.
- 1.2. Various other matters consequential to or otherwise integrally connected with the above in the manner provided for in the Scheme.
- 1.3 This Scheme of Amalgamation has been drawn up to comply with the conditions as specified under Section 2(1B) of Income Tax Act, 1961, such that:

- a) All the assets of the Transferor Company, immediately before the amalgamation, shall become the assets of the Transferee Company, by virtue of amalgamation; and
- b) All the liabilities of the Transferor Company, immediately before the amalgamation, shall become the liabilities of the Transferee Company, by virtue of amalgamation.



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- 1.4 Since the Transferee Company is the sole shareholder of the Transferor Company, the shares of the Transferee Company in the Transferor Company will stand cancelled as a result of amalgamation.
- 1.5 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 those resulting from a retrospective amendment of law or for any other reason whatsoever, the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income-tax Act, 1961. Such modification shall however not affect other parts of the Scheme.

E. PARTS OF THE SCHEME



This Scheme of Amalgamation is explained by dividing it into the following three parts:

Part I: Deals with definitions

Part II: Deals with the amalgamation of the Transferor Company with the Transferee Company.

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Part III: Deals with the general terms and conditions applicable to this Scheme.

PART I

1. DEFINITIONS

In this Scheme, unless repugnant to the subject or meaning or context thereof, the following expressions shall have the meaning attributed to them as below:

1.1 **"Act"** means the Companies Act, 2013 and shall include any statutory modification or re-enactment thereof and references to sections of the Act shall be deemed to mean and include reference to sections enacted in modification or replacement thereof.

1.2 **"Amalgamation"** means the merging of **INM** into **SML**.

1.3 **"Applicable Law(s)"** means any statute, notification, bye-laws, rules, regulations, guidelines or common law, policy, code, directives, ordinance, schemes, notices, orders or instructions enacted or issued or sanctioned by any Appropriate Authority including any modification or re-enactment thereof for the time being in force.



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1.4 **"Appointed Date"** means the Date on which this Scheme shall become operative i.e. 01st April, 2020 or such other date as may be approved by Hon'ble National Company Law Tribunal , Bengaluru Bench or such other competent authority having jurisdiction to sanction the Scheme.

1.5 **"Board" or "Board of Directors"** in relation to the Transferor Company and the Transferee Company, as the case may be, means the Board of Directors of the respective companies and includes any Committee of Directors or any person authorized by the Board of Directors or such Committee of Directors.

1.6 **"Central Government"** means the office of the Regional Director, Ministry of Corporate Affairs, South East Region having its office at 3rd Floor, Corporate Bhawan, Bandlaguda, Nagole, Tattiannaram Village, Hayat Nagar Mandal, Ranga Reddy District, Hyderabad-500 068 in the state of Telangana.

1.7 **"Confirmation Order"** means order sanctioning the scheme issued by the Central Government or National Company Law

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1.8 **"Effective Date"** means the Date on which a certified copy of the order of the Hon'ble National Company Law Tribunal , Bengaluru Bench sanctioning this Scheme is filed with the Registrar of Companies, Karnataka by the Transferee Company. Any references in the Scheme to the phrase "upon the Scheme becoming effective" or "effectiveness of the Scheme" or "Scheme coming into effect" shall mean the "Effective Date".

1.9 **"Governmental Authority"** means any applicable Central, State or Local Government, Legislative Body, Regulatory or Administrative Authority, Registrar of Companies, office of the Official Liquidator, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction.



1.10 **"Registrar of Companies"** means the Registrar of Companies at Bangalore for the State of Karnataka.

1.11 **"Scheme" or "Scheme of Amalgamation"** means this Scheme of Amalgamation in its present form or with any modification(s) in accordance with the provisions hereof, imposed or approved or directed by the Board of Directors of

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the Transferor Company and the Transferee Company or by the members or creditors of the Companies involved and /or any other appropriate authority.

1.12 **"Shareholders"** means the persons registered (whether registered owner of the shares or beneficial owner of the shares) as holders of equity shares of concerned Company as the context may require. The word **"Shareholder"** and **"member"** are used to denote the same meaning and are used interchangeably.

1.13 **"Transferor Company"** means INM TECHNOLOGIES PRIVATE LIMITED, a Company incorporated under the provisions of the Companies Act, 1956, bearing CIN: U73100KA2015PTC078494 and having its registered office at 13-E/13, 1st Phase, Kumbalagodu Industrial Area, Mysore Road, Kengeri Hobli, South Bangalore, KA- 560074.



1.14 **"Transferee Company"** means SHILPA MEDICARE LIMITED, a Company incorporated under the provisions of the Companies Act, 1956, bearing CIN: L85110KA1987PLC008739 and having its registered office at #12-6-214/A1, Hyderabad Road, Raichur, KA- 584135.

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1.15 **"Tribunal"** or **"NCLT"** means the National Company Law Tribunal at Bengaluru or such other tribunal or authority having jurisdictions to sanction the Scheme.

1.16 **"Undertaking"** shall mean and include:

- a) All the assets and properties, rights, title, benefits, entitlements and business of the Transferor Company as on the Appointed Date.
- b) All the secured and unsecured debts, liabilities including reserves, carry-forward losses, short term or long term contingent liabilities or duties and obligations of the Transferor Company as on the Appointed Date.



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- c) Without prejudice to the generality of sub clauses (a) and (b) above, the undertaking shall include the whole of the undertaking of the Transferor Company, as a going concern, all the assets, properties, rights, titles, benefits, obligations and entitlements, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but without being limited to land and building (whether owned, leased or licensed), all fixed and movable plant and

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machinery, vehicles, fixed assets, work-in-progress, current assets, investments, deposits, reserves, provisions, funds, licenses, registrations, certificates, permissions, consents, approvals, concessions (including but not limited to sales tax concessions, excise duty, services tax or customs, value added tax and other incentives of any nature whatsoever), remissions, remedies, subsidies, guarantees, bonds, copyrights, patents, trade names, trademarks, goodwill and other rights and licenses in respect thereof, applications for copyrights, patents, trade names, trademarks, leases, leave and license agreements, tenancy rights, premises, ownership flats, hire purchase, lending arrangements, benefits of security arrangements, computers, insurance policies, office equipment, telephones, telexes, facsimile connections, internet connections, e-mail, communication facilities, website designing equipments, software development equipments and installations and utilities, electricity, water and service connections, environmental clearances, benefits of all agreements, contracts and arrangements, powers, authorities, permits, allotments, approvals, consents, privileges, liberties, advantages, easements and all rights, title, interest, goodwill, benefit and advantage, benefit of deferred revenue expenditure, provisions, advances, receivables, funds, cash, bank balances, fixed deposits,



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accounts and all other rights, all statutory licenses, franchises, approvals, permissions, no-objection certificates, entitlements, subsidies, permits, grants, incentives, tax credits whether granted by state government or central government or any such other authority (including but not limited to credits in respect of income-tax, tax on book profits, value added tax, sales tax, service tax, Goods and Services Tax etc.), balances with all regulatory authorities, software licenses, domain/ websites, etc in connection with/ relating to the Transferor Company and benefits of all contracts / agreements / leases (including, but not limited to, contracts / agreements with vendors, customers, government, etc.) and other claims and powers of whatsoever nature and whosoever, situated, belonging or in the possession of or granted in favour or enjoyed by the Transferor Company, as on the Appointed Date.



d) All employees engaged in the Transferor Company.

All records, files, papers, information, computer programs, software applications, manuals, data, catalogues, quotations, advertising materials, lists of present and former customers, pricing information and other records, whether in physical form or electronic form of the Transferor Company.

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- f) All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning as prescribed to them under the Act, Income Tax Act, 1961 and other applicable laws, rules and regulations, as the case may be, including any statutory modification(s), re-enactment(s) or amendment thereof from time to time.

PART II

AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFEREE COMPANY

2. TRANSFER AND VESTING OF UNDERTAKING

2.1 VESTING OF UNDERTAKING



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With effect from the Appointed Date and upon the Scheme becoming effective, the entire business and undertaking of the Transferor Company comprising all assets and liabilities of whatsoever nature and wheresoever situated, shall, under the provisions of Section 230 read with Section 232 and all other applicable provisions, if any, of the Companies Act, 2013, without any further act, instrument or deed, be transferred to

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and vested in the Transferee Company as a going concern as contemplated by Section 2(1B) of the Income Tax Act, 1961 together with all the rights, titles, interests or obligations of the Transferor Company and subject to the charges existing thereon or on the said assets as on the Appointed Date.

2.2 TRANSFER OF ASSETS AND LIABILITIES

2.2.1 All assets movable in nature or incorporeal property or which are otherwise capable of transfer by manual delivery or by endorsement and delivery, including but not limited to computers and R&D equipment, machineries, software, product/ process designs/ technologies, product development rights/ licenses/ registrations/ approvals, websites, portals, inventories, cash in hand of the Transferor Company shall be so transferred, delivered, or endorsed and delivered, as the case may be, to the Transferee Company and shall upon transfer become the property and an integral part of the Transferee Company, without requiring any deed or instrument of conveyance for transfer of the same.

2.2.2 In respect of movables other than those specified above, including outstanding loans and advances, investments (whether current or non-current), trade receivables,



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recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with government, semi-government, local and other authorities and bodies, customers and other persons of the Transferor Company, the same shall, without any further act, instrument or deed, be transferred to and stand vested in and /or be deemed to be transferred to and stand vested in the Transferee Company.

2.2.3 With effect from the Appointed Date and upon the Scheme becoming effective, all the properties or assets of the Transferor Company, whether movable or immovable, being transferred pursuant to this Scheme, which are registered and standing in the name of Transferor Company shall be registered in the name of the Transferee Company and the name of the Transferor Company shall be substituted with the name of the Transferee Company in all such certificates of registration, endorsements, records and in revenue/ mutation records in case of immovable properties by such appropriate authorities.



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2.2.4 With effect from the Appointed Date and upon the Scheme becoming effective, all the assets relating to the Transferor Company including all debts, liabilities, duties and obligations, including those arising on account of taxation laws and other

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allied laws and all the movable and immovable properties, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and/or in the control of or vested in or granted in favour of or enjoyed by the Transferor Company including but without being limited to fixed assets, capital work-in-progress, current assets, debts, receivables, reserves, deposits, provisions, funds, investments, powers, authorities, allotments, approvals, consents, licenses, permissions, registrations and other statutory licenses, contracts, engagements, arrangements, rights, titles, interest, quotas, software, technologies, trade names and other industrial or intellectual property rights of any nature whatsoever and licenses in respect thereof, privileges, liberties, easements, advantages, exemptions, benefits, leases, leasehold rights, tenancy rights, quota rights, permits, authorizations, right to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity, power lines, communication lines and other services, benefits of all agreements, various incentives, subsidies, grants, sales-tax, turnover tax, excise and all other interests arising to the Transferor Company and any accretions or additions thereto after the Appointed Date shall without any further act,



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instrument or deed be transferred to and vested in and / or be deemed to have been transferred to and vested in the Transferee Company as going concern in the manner provided in this Scheme.

2.2.5 Upon this Scheme becoming effective, all debts, liabilities, duties and obligations of the Transferor Company shall, as on the Appointed Date, whether or not provided in the books of the Transferor Company, and all loans raised and utilized and all liabilities, duties and obligations incurred or undertaken by the Transferor Company on or 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 coming into effect of this Scheme, without any further act, instrument or deed be and stand transferred to and vested in the Transferee Company and shall become the loans and liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same 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 restructuring by virtue of which such secured and/or unsecured debts, liabilities, duties and



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

2.2.6 Where any such debts, liabilities, duties and obligations of the Transferor Company on the Appointed Date have been discharged by the Transferor Company on or after the Appointed Date and prior to the effective Date, such discharge shall be deemed to be for and on account of the Transferee Company upon the coming into effect of this Scheme.

2.2.7 With effect from the Appointed Date, all loans, advances and other obligations (including any guarantees 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 Company and Transferee Company, shall 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.

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2.2.8 All liabilities and obligations arising out of banking facilities and guarantees executed by the Transferor Company in



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favour of third party shall become liability / obligation of the Transferee Company, which it undertakes to meet, discharge and satisfy.

2.2.9 With effect from the Appointed Date and upon the Scheme becoming effective, all statutory licenses, franchises, permissions, approvals or consents, entitlements, sanctions, permits, rights, privileges and licenses including rights arising from contracts, deeds, license instruments and agreements, if any, belonging to the Transferor Company shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be appropriately mutated by the statutory authorities concerned in favour of the Transferee Company upon the vesting and transfer of the undertaking of the Transferor Company pursuant to this Scheme. The benefit of all statutory and regulatory permissions, factory licenses, environmental approvals and consents, sales tax registrations or other licenses and consents, various incentives, subsidies, special status and other benefits or privileges enjoyed (including credit on account of tax on book profits, sales tax, excise duty, custom duty, service tax, value added tax and other incentives), granted by any government body, local authority or by any other person and availed by the



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Transferor Company shall vest in and become available to the Transferee Company pursuant to this Scheme.

2.2.10 All taxes (including, without limitation, income tax, sales tax, excise duty, customs duty, Service tax, VAT, Goods and Services Tax, etc) paid or payable by the Transferor Company in respect of the transactions and/or profits of the undertaking of the Transferor Company before the Appointed Date, shall be on account of the Transferor Company and, in so far as it relates to the tax payment (including, without limitation, Income tax, sales tax, excise duty, customs duty, service tax, VAT, Goods and Services Tax, etc), whether by way of deduction at source, advance tax or howsoever, by Transferor Company in respect of the profits or activities or operations of the undertaking of the Transferor Company with effect from the Appointed Date, shall be deemed to be the corresponding item paid by the Transferee Company, and shall, in any proceedings, be dealt with accordingly.



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2.2.11 All tax assessment proceedings / appeals of whatsoever nature by or against the Transferor Company pending and/or arising at the Appointed Date and relating to the Transferor Company shall be continued and / or enforced until the Effective Date against the Transferor Company and from the

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Effective Date, the same shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company.

Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company into the Transferee Company or anything contained in the Scheme.

2.2.12 On and from the Effective Date, and thereafter, the Transferee Company shall be entitled to operate all bank accounts of the Transferor Company and realize all monies and complete and enforce all pending contracts and transactions and issue credit notes in respect of the Transferor Company in the name of the Transferee Company in so far as may be necessary until the transfer of rights and obligations of the Transferor Company to the Transferee Company under this Scheme have been formally given effect to in such contracts and transactions.



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2.2.13 For avoidance of doubt and without prejudice to the generality of the applicable provisions of the Scheme, it is clarified that

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with effect from the Effective Date and till such time that the name of the bank accounts of the Transferor Company would be replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company in the name of the Transferor Company in so far as may be necessary. All cheques and other negotiable instruments, payments orders received or presented for encashment which are in the name of the Transferor Company after the Effective Date shall be accepted by the bankers of the Transferee Company and be credited to the account of the Transferee Company, if presented by the Transferee Company. The Transferee Company shall be allowed to maintain bank accounts in the name of the Transferor Company for such time as may be determined to be necessary by the Transferee Company for presentation and deposition of cheques and pay orders that have been issued in the name of the Transferor Company.



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2.2.14 The Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds, writings, confirmations or notices with, or in favour of, any other party to any contract or arrangement to which the Transferor Company is party or any writings as may be

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necessary to be executed in order to give formal effect to the provisions of the Scheme. The Transferee Company shall, under the provisions of the Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company and to implement or carry out all such formalities or compliances referred to above for and on behalf of the Transferor Company.

3 MORTGAGES AND CHARGES

3.1 All the existing securities, charges, hypothecation and mortgages over the assets and properties of the Transferee Company or any part thereof which relates to the liabilities and obligations of the Transferee Company prior to the Effective Date where, any reference in any security documents or arrangements, to which the Transferor Company is a party, wherein the assets of the Transferor Company have been or are offered or agreed to be offered as security for any financial assistance or obligations shall continue to relate to only such properties and shall not extend to attach to any of the assets and properties of the Transferor Company transferred to and vested in the Transferee Company by virtue of this Scheme.



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3.2 All the existing securities, mortgages, charges, encumbrances or liens, if any, as on the Appointed Date and created by the Transferor Company after the appointed Date, over the assets comprised in the undertaking or any part thereof transferred to the Transferee Company by virtue of this Scheme and in so far such securities, mortgages, charges, encumbrances or liens secure or relate to liabilities of the Transferor Company, the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereto which they are related or attached prior to the Effective Date and are transferred to the Transferee Company.



3.3 It is clarified that unless otherwise determined by the Board of Directors of the Transferee Company, in so far as the borrowings / debts and assets comprising the Transferor Company are concerned:

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- a) The security or charge, if any existing or created in future before the effective date, for the loans or borrowings of the Transferor Company shall, without any further act or deed continue to relate to the said assets after the Effective Date; and

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- b) The assets of the Transferee Company shall not relate to or be available as security in relation to the said borrowings of the Transferor Company.

4. **LEGAL PROCEEDINGS**

- 4.1 With effect from the Appointed Date and upon the Scheme becoming effective, all suits, actions and other proceedings including legal and taxation proceedings (including before any statutory or quasi-judicial authority or tribunal) of whatsoever nature by or against the Transferor Company pending and/or arising prior to or after the Appointed Date shall not abate or be discontinued or be prejudicially affected in any way by reason of the Scheme but shall be continued, prosecuted and enforced, as the case may be, by or against the Transferee Company, in the same manner and to the same extent as they would or might have continued, prosecuted and enforced by or against the Transferor Company.

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- 4.2 On and from the Effective Date, the Transferee Company undertakes to deal with all legal or other proceedings, initiated by or against the Transferor Company and pending on the Effective Date, transferred to its name and to have

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such proceedings continued, prosecuted and enforced by or against the Transferee Company, as the case may be.

- 4.3 In case of any litigations, suits, recovery proceedings which are to be initiated by or to be initiated against the Transferor Company after the Appointed Date, the Transferee Company shall be made party thereto and any payment and expenses made thereto shall be the liability of the Transferee Company.

5. CONTRACT, DEEDS AND OTHER INSTRUMENTS

- 5.1 Upon coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements, insurance policies, leave and license agreements, licenses, engagements, certificates, benefits, privileges, entitlements, grants, sanctions, permissions, consents, approvals, concessions, any Schemes under which the Transferor Company is registered with the government or any other authorities and incentives (including but not limited to benefits under the Income-Tax Act, 1961, service tax, and other laws), remissions, remedies, subsidies, guarantees, licences and other instruments, if any, of whatsoever nature, to which the Transferor Company is party or to the benefit of which the Transferor Company may be



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eligible, and which are subsisting or having effect immediately before the Effective Date, shall continue in full force and effect on or against or in favor, as the case may be, of the Transferee Company, 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 or obligee thereto or thereunder.

- 5.2 With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licences, permissions or approvals or consents required to carry on the operations of the Transferor Company shall stand vested in or transferred to 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. The benefit of all such statutory and regulatory permissions, licences, approvals and consents including statutory licences, approvals, permissions or consents required to carry on the operations of the Transferor Company shall vest in and become available to the Transferee Company pursuant to the Scheme.



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- 5.3 The Transferee Company shall enter into and /or issue and/or execute deeds, writings or confirmations or enter into any

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tripartite arrangements or confirmations, to which the Transferor Company will, if necessary, also be a party in order to give formal effect to the provisions of this Scheme if so required or if so considered necessary. The Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.

6. SAVING OF CONCLUDED TRANSACTIONS

- 6.1 Subject to the terms of the Scheme, the transfer and vesting of the undertaking of the Transferor Company under Clause 2 above and the continuation of the legal proceedings by or against the Transferee Company under Clause 4 above and the effectiveness of the contracts and deeds under Clause 5 above shall not affect any transactions or proceedings or contracts or deeds already concluded by the Transferor Company on or before the Appointed Date and after the Appointed Date till the Effective Date, to the end and intend that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor



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Company in respect thereto as done and executed on behalf of itself.

7. STAFF, WORKMEN AND EMPLOYEES OF THE TRANSFEROR COMPANY

7.1 Upon the coming into effect of this Scheme, all staff, workmen and employees of the Transferor Company in service as on the Effective Date, shall become the staff, workmen and employees of the Transferee Company and on the terms and conditions not less favorable than those on which they are engaged by the Transferor Company and without any break or interruption in service as a result of amalgamation of the Transferor Company with the Transferee Company and the terms and conditions of their employment with the Transferee Company shall not be less favourable than those applicable to them with reference to the Transferor Company on the Effective Date. **“ ATTESTED ”**

7.2 It is expressly provided that, in so far as the Gratuity Fund, Provident Fund, if applicable, Employee's State Insurance Corporation Contribution, Labour Welfare Fund or any other Fund created or existing for the benefit of the staff, workmen and employees of the Transferor Company is concerned, upon the Scheme coming into effect, the Transferee Company shall



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stand substituted for the Transferor Company for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, 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 and all the rights, duties and benefits of the employees of the Transferor Company under such Funds and Trusts shall be protected, subject to the provisions of law for the time being in force. It is clarified that the services of the staff, workmen and employees of the Transferor Company will be treated as having been continuous for the purpose of the said Fund or Funds.

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7.3

In so far as the Provident Fund, Gratuity Fund, if applicable, or other Special Scheme(s) / Fund(s) created or existing for the benefit of the employees of the Transferor Company are concerned, upon the coming into effect of this Scheme, balances lying in the accounts of the employees of the Transferor Company in the said funds as on the Effective Date shall stand transferred from the respective trusts / funds of

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the Transferor Company to the corresponding trusts / funds set up by the Transferee Company.

8. TRANSACTIONS BETWEEN APPOINTED DATE AND EFFECTIVE DATE

With effect from the Appointed Date and up to and including the Effective Date-

8.1 The Transferor Company shall carry on and be deemed to have carried on its business and activities and shall hold and stand possessed of and shall be deemed to hold and stand possessed of all its estates, assets, rights, title, interest, authorities, contracts, investments and strategic decisions for and on account of, and in trust, for the Transferee Company and shall account for the same to the Transferee Company.



8.2 All liabilities debts, duties, obligations which arise or accrue on or after the Appointed Date shall be deemed to be the debts, liabilities, duties and obligations of the Transferee Company.

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8.3 The Transferor Company shall carry on its business with reasonable diligence and business prudence and except in the

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ordinary course of business, the Transferor Company shall not, without the prior written consent of the Board of Directors of the Transferee Company or pursuant to any pre-existing obligation sell, transfer or otherwise alienate, charge, mortgage, encumber or otherwise deal with, or dispose off, any of the assets of the undertaking of the Transferor Company or any part thereof.

8.4 With effect from the Effective Date, the Transferee Company shall suitably integrate the business being carried on by the Transferor Company into its business.

8.5 All profits or incomes accruing or arising to the Transferor Company and losses or expenditure arising or incurred by the Transferor Company (including but not limited to advance tax, tax deducted at source, Minimum Alternate Tax credit, if any, accruing or paid in relation to any profits or income) for the period commencing from the Appointed Date, shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure (including taxes), as the case may be, of the Transferee Company and shall be available to the Transferee Company for being disposed off in any manner as it thinks fit.



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

8.7 The Transferee Company shall also be entitled, pending the sanction of the Scheme, to apply to any Government authority, if required, under any law for such consents and approvals which the Transferee Company may require to carry on the business of the Transferor Company;

8.8 The Transferee Company shall not make any modification to their capital structure either by an increase (by issue of right shares, bonus shares, convertible debentures or otherwise), decrease, reclassification, sub-division or re-organization or in any other manner, whatsoever, except by mutual consent of the Board of Directors of the Transferor Company and the Transferee Company.



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8.9 It is clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent / approval also to the ancillary and incidental alterations, if any, to be carried out to the Memorandum of Association of the Company as may be required under the Act and there would be no further requirement of obtaining the members' approval for such alterations arising pursuant to the sanctioned Scheme.

9. CONSIDERATION

9.1 Since the Transferor Company is a wholly owned subsidiary of the Transferee Company, upon the Scheme being effective, in consideration of the transfer and vesting of the assets and liabilities of the Transferor Company in terms of the Scheme, no shares will be issued / allotted under the Scheme by the Transferee Company to any person. All the Equity shares issued by the Transferor Company and held by the Transferee Company and its nominees in the Transferor Company shall stand cancelled and extinguished.

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- 9.2 All the Preference Shares issued by the Transferor Company and held by Transferee Company including the accumulated dividend thereon shall stand cancelled and extinguished.
- 9.2 The investments of Transferee Company in the Equity and Preference shares of the Transferor Company including the accumulated dividend on the Preference Shares, as appearing on the Asset side of the Balance Sheet of Transferee Company, without any further act or deed, stand cancelled.
- 9.3 On completion of the Scheme, all equity shares of the Transferor Company held by Transferee Company, shall stand cancelled and the share certificates held by the Transferee Company, shall be destroyed.



MERGER AND RECLASSIFICATION OF AUTHORIZED SHARE CAPITAL OF THE TRANSFEROR COMPANY INTO THE TRANSFEE COMPANY

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- 10.1 As an integral part of the Scheme and upon coming into effect of this Scheme and upon the transfer and vesting of the Transferor Company into Transferee Company, the entire Authorized Share Capital of the Transferor Company amounting to Rs.45,00,00,000/- (Rupees Forty-Five Crores)

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divided into 15,00,000 (Fifteen Lakhs) Equity Shares of Rs. 10/- (Rupees Ten) each and 4,35,00,000 (Four Crores Thirty-Five Lakhs) Preference Shares of Rs.10/- (Rupees Ten) shall stand merged with the Authorized Share Capital of the Transferee Company.

10.2 Accordingly, upon this Scheme becoming effective, the authorized share capital of the Transferee Company in terms of its Memorandum of Association shall automatically stand increased to Rs.54,50,00,000/- (Rupees Fifty Four Crore Fifty Lakhs) divided into 54,50,00,000/- (Fifty Four Crore Fifty Lakhs) Equity shares of Re.1/- (One) each without any further act, instrument or deed on the part of the Transferee Company, including payment of stamp duty and fees payable to the Registrar of Companies, Telangana.



10.3 The Memorandum of Association and Articles of Association of the Transferee Company shall stand altered, modified and amended and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purpose of effecting this amendment for increase, and no further resolutions under Sections 13, 61 and 64 or any other applicable provisions under the Companies Act, 2013 would be required to be separately passed. For this purpose, the fee and stamp duty,

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already paid by the Transferor Company on its Authorized share capital shall be utilized and applied to the increased Authorized share capital of the Transferee Company and shall be deemed to have been so paid by the Transferee Company on such combined Authorized Share capital and accordingly, the Transferee Company shall not be required to pay any fees/ stamp duty on the Authorized share capital so increased.

10.4 Pursuant to this Scheme coming into effect, the Transferee Company shall file requisite forms with the Registrar of Companies for alteration of its authorized share capital.

10.5 It is clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent / approval also to the Memorandum of Association and Articles of Association of the Transferee Company as may be required under the Act and Clause V of the Memorandum of Association of the Transferee Company shall stand altered accordingly.

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10.6 Clause V of the Memorandum of Association of the Transferee Company shall, without any further act, instrument or deed be altered and amended pursuant to Section 61 or any other

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applicable provisions under the Companies Act, 2013 as under:

- V. The Authorized share capital of the Company is Rs. 54,50,00,000/- (Rupees Fifty Four Crore Fifty Lakhs) divided into 54,50,00,000/- (Rupees Fifty Four Crore Fifty Lakhs) Equity shares of Re.1/- (One) each.

11. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFeree COMPANY

- 11.1 Upon this Scheme becoming effective, the Transferee Company shall follow the accounting prescribed under Indian Accounting Standard 103 and other applicable Indian Accounting Standards, as applicable from time to time, as specified hereunder:

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- i. All the assets and liabilities including reserves recorded in the books of the Transferor Company shall stand transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company at their existing carrying amount as appearing in the books of



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Transferor Company and account for the amalgamation of the Transferor Company pursuant to this Scheme in accordance with Indian Accounting Standard 103, as amended from time to time.

- ii. The reserves/ losses of the Transferor Company shall appear in the financial statements of the Transferee Company in the same form in which they appeared in the financial statements of the Transferor Company.
- iii. The balance in the Statement of Profit and Loss appearing in the financial statements of Transferor Company shall be aggregated with the corresponding balance appearing in the financial statements of the Transferee Company.
- iv. Inter-corporate deposits / loans and advances, if any, outstanding between the Transferee Company and the Transferor Company inter-se shall stand cancelled and there shall be no further obligation / outstanding in that behalf. Any difference arising on such cancellation should be adjusted in the reserves of the Transferee Company.



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- v. The amount of share capital of the Transferor Company and investment held by the Transferee Company in the Transferor Company shall be adjusted against each other.
- vi. The excess or deficit, if any, arising after recording the above entries, shall be adjusted against Capital Reserve Account in the books of the Transferee Company.
- viii. Notwithstanding the above, the Transferee Company in consultation with its Auditors, is authorized to account for any of these balances in any manner, whatsoever it considered appropriate.



12. TAX CREDITS, REFUNDS AND ADJUSTMENTS

- 12.1 Notwithstanding anything to the contrary contained in the provisions of this Scheme, the Transferee Company shall be entitled to carry forward, avail of, or set-off any unabsorbed tax losses, tax depreciation, credits for Minimum Alternate Tax and Input Tax Credit of the Transferor Company that remains unutilized as on the Effective Date.

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12.2 Upon the Scheme becoming effective, the Transferee Company shall be entitled to claim refunds or credits, including Input Tax credits, with respect to taxes paid by, for or on behalf of the Transferor Company under applicable laws, including but not limited to Income Tax, Sales Tax, Value Added Tax, Entry Tax, Central Sales Tax, Service Tax, CENVAT or any other tax, whether or not arising due to any inter se transaction, even if the prescribed time limits for claiming such refunds or credits have lapsed. Any Input Tax Credits already availed or utilized by the Transferor Company and the Transferee Company in respect of inter se transactions shall not be adversely impacted by the cancellation of inter se transactions pursuant to this Scheme.



12.3 Upon the Scheme becoming effective, any Advance Tax, Self-Assessment Tax, Minimum Alternate Tax and/or TDS / TCS credit available with the Transferor Company, including any taxes paid and taxes deducted at source and deposited by the Transferor Company on inter se transactions between the Appointed Date and the Effective Date shall be treated as Advance Tax paid by the Transferee Company and shall be available to the Transferee Company for set-off against its liability under the Income Tax and any excess tax so paid shall be eligible for refund together with interest. Any TDS

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certificates issued by the Transferee Company to, or for the benefit of, the Transferor Company under the Income Tax with respect to inter se transactions would stand cancelled and be treated as null and void without any further act on the part of the Transferor Company and the Transferee Company. Further, TDS/TCS deposited, TDS certificates issued or TDS returns filed by the Transferor Company other than inter se transactions between the Appointed Date and the Effective Date shall continue to hold good as if such TDS/TCS amounts were deposited, TDS certificates were issued or TD/TCS returns were filed by the Transferee Company. Any TDS deducted by the Transferee Company on inter se transactions with the Transferor Company will be treated as Advance Tax deposited by the Transferee Company.



- 12.4 Upon the Scheme becoming effective, any Service Tax, VAT, Excise duty, Central Sales Tax, Entry Tax or any other tax charged by, for, or on behalf of the Transferor Company on inter se transactions and on which CENVAT credit or any input tax credit is not available or has not been claimed by the Transferor Company, shall be treated as aforesaid taxes paid by the Transferee Company.

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For: Shilpa Medicare Ltd.,

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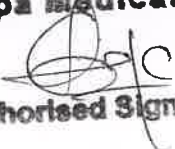
12.5 The Transferee Company is expressly permitted to file or revise its Income Tax, TDS/TCS, Service Tax, VAT, Excise, Entry Tax, Professional Tax or any other returns, statements, documents, upon the Scheme becoming effective, and where necessary to give effect to the Scheme, even if the prescribed time limits for filing or revising such returns have lapsed. The Transferee Company is expressly permitted to amend, if required, its TDS/TCS or other statutory certificates and shall have the right to claim refunds, tax credits, set-offs and/or adjustments relating to its income or transactions entered into by it with effect from the Appointed Date. The taxes or duties paid by, for, on behalf of the Transferor Company relating to the period on or after the Appointed Date shall be deemed to be the taxes or duties paid by the Transferee Company and the Transferee Company shall be entitled to claim credit or refund for such taxes or duties paid.



12.6 Any refund under the Income-tax Act, 1961, Wealth-tax Act, 1957, service tax laws or other applicable laws / regulations dealing with taxes/ duties / levies tax due to Transferor Company consequent to the assessment 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.

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12.7 Any tax liabilities under the Income-tax Act, 1961, service tax laws, customs law or other applicable laws/ regulations dealing with taxes/ duties / levies of the Transferor Company to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date, if any, shall be transferred to Transferee Company.

12.8 Obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company under the Income-tax Act, 1961, service tax laws, or other applicable laws / regulations dealing with taxes/ duties / levies shall be made or deemed to have been made and duly complied with by the Transferee Company.



PART III

GENERAL TERMS AND CONDITIONS APPLICABLE TO THIS SCHEME

" ATTESTED "
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13. OPERATIVE DATE OF THE SCHEME

For: Shilpa Medicare Ltd.,

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The Scheme set out herein in its present form or any modifications approved or directed by the Board of Directors of the Transferor Company and the Transferee Company or by the members or creditors of the Companies involved or by the Hon'ble National Company Law Tribunal , Bengaluru Bench or any other appropriate authority, unless otherwise specified in the Scheme, shall be operative from the Appointed Date i.e. 01.04.2020 but shall be effective from the Effective Date.

14. IMPACT OF THE SCHEME ON CREDITORS

This Scheme of Amalgamation, if approved by the Hon'ble National Company Law Tribunal , Bengaluru Bench or any other appropriate authority, shall not have any adverse impact on the Creditors whether secured or unsecured, of the Transferor Company and the Transferee Company.



15. DISSOLUTION OF THE TRANSFEROR COMPANY

Upon the coming into effect of the Scheme, the Transferor Company shall, without any further act or deed shall stand dissolved without going through the process of winding up as per the provisions of the Act and the Rules made thereunder.

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For: Shilpa Medicare Ltd.,

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**16. APPLICATION TO THE HON'BLE NATIONAL COMPANY
LAW TRIBUNAL , BENGALURU BENCH**

The Transferor Company and the Transferee Company with all reasonable diligence hereto shall make necessary applications, affidavits, petitions, etc before the Hon'ble National Company Law Tribunal, Bengaluru Bench or any other competent authority having jurisdiction over the Scheme, as the case may be, for obtaining sanction to this Scheme of Amalgamation under Section 230 read with Section 232 of the Companies Act, 2013 and for dissolution of the Transferor Company without winding up under the provisions of law.

17. MODIFICATIONS/AMENDMENTS TO THE SCHEME

17.1 The Transferor Company (by its Directors) and the Transferee Company (by its Directors):



- (i) may assent to any modification or amendment to the Scheme or of any conditions or limitations which any appropriate authorities under law may deem fit to direct or impose;

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For: Shilpa Medicare Ltd.,

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- (ii) may give such directions and / or may assent to any modification or amendment which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise for implementing and / or carrying out the Scheme or in regard to and of the meaning or interpretation of this Scheme or implementation thereof;
- (iii) may do all acts, deeds, matters and things as may be necessary, desirable or expedient for giving effect to the Scheme, and the aforesaid modifications, amendments and terms and conditions or review the position relating to the satisfaction of the conditions of this Scheme and if necessary, waive any of such conditions (to the extent permissible under law) for bringing this Scheme into effect;
- (iv) may also in their full and absolute discretions, withdraw or abandon the Scheme at any stage of the proceedings.



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18. CONDITIONALITY OF SCHEME

The Scheme is conditional upon and subject to the following:

18.1 The Scheme being agreed to by the requisite majority of the Shareholders and Creditors of the Transferor Company as required under the Act.

18.2 The Scheme being agreed to by the requisite majority of the Shareholders and Creditors of the Transferee Company as required under the Act.

18.3 The Scheme being sanctioned by the Hon'ble National Company Law Tribunal , Bengaluru Bench or such other competent authority under Section 230 read with Section 232 and other applicable provisions of the Companies Act, 2013.

18.4 The Certified copy of the order sanctioning the Scheme being filed with the Registrar of Companies, Karnataka.



" ATTESTED "

19. EFFECT OF NON-RECEIPT OF APPROVALS

Concurrent

In the event of any of the said sanctions and approvals referred above not being obtained and/ or complied with and/

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or satisfied (unless otherwise decided by the Board of Directors) and/ or this Scheme not being sanctioned by the Hon'ble National Company Law Tribunal , Bengaluru Bench or such other competent authority under the applicable provisions of the Act, as may be applicable, and/or the order not being passed as aforesaid before 31st March, 2022 or within such further period as may be agreed upon by the Transferor Company and the Transferee Company, 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 right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or in accordance with the applicable law. Each party shall bear its respective costs, charges and expenses in connection with the Scheme unless otherwise mutually agreed.



RESOLUTIONS

" ATTESTED "

(Signature)

Upon coming into effect of the Scheme, the resolutions, if any, of the Transferor Company, which are valid and subsisting on the Effective Date be considered as resolutions of the Transferee Company and any approvals obtained by

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Transferor Company from its shareholders under the provisions of Section 180, Section 185, Section 186, Section 188 and other provisions of the Act and which are valid and subsisting on the Effective Date, shall continue to be valid 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, of like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

21. SEVERABILITY

If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Transferor Company and Transferee Company, affect the validity or implementation of the other parts and / or provisions of this Scheme.



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22. EXPENSES CONNECTED WITH THE SCHEME

Subject to the provisions of the Scheme, all costs, charges and expenses (including, but not limited to, any taxes and duties, stamp duty, registration charges, etc) of/payable by the Transferor Company and the Transferee Company respectively in relation to or in connection with this Scheme and incidental to the completion of the amalgamation of the Transferor Company with the Transferee Company shall, except as specifically provided herein, be borne and paid by the Transferee Company.



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