

SCHEME OF ARRANGEMENT

**UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF THE
COMPANIES ACT, 2013**

BETWEEN.

GRASIM INDUSTRIES LIMITED

AND

INDORAMA INDIA PRIVATE LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

CERTIFIED TRUE COPY

For INDORAMA INDIA PVT. LTD.


Authorized Signatory



**CERTIFIED TRUE COPY
FOR GRASIM INDUSTRIES LIMITED**


**HUTOKSHI WADIA
COMPANY SECRETARY**



I. PREAMBLE

This scheme of arrangement (“Scheme”) is presented under Sections 230-232 and other applicable provisions of the Companies Act, 2013 between Grasim Industries Limited (hereinafter referred to as “Transferor Company”), and Indorama India Private Limited (hereinafter referred to as “Transferee Company”) and their respective shareholders and creditors. The Scheme provides *inter alia* for the transfer of the Divestment Business Undertaking (*as more particularly defined below*) as a going concern on a Slump Sale (*as defined below*) basis by the Transferor Company to the Transferee Company for a lump sum consideration under Sections 230-232 and/or other applicable provisions of the Act (*as defined below*) and in accordance with Section 2(42C) of the IT Act (*as defined below*) and the SEBI Circular (*as defined below*).

II. INTRODUCTION

- (a) The Transferor Company is a public limited company incorporated with CIN No. L17124MP1947PLC000410 under the Gwalior Companies Act (1 Samvat 1963) and now deemed to be incorporated under the Act (*as defined hereinafter*), having its registered office at P. O. Birlagram, Nagda – 456 331, District Ujjain, Madhya Pradesh, India. The Transferor Company is currently engaged, *inter alia*, in the business of manufacture, trading and sale of urea, customised fertilisers, agri-inputs, crop protection, plant and soil health products and speciality fertilisers and has its manufacturing facilities located at Jagdishpur, Amethi, Uttar Pradesh. The Transferor Company’s business constitutes the IGF Business (*as defined hereinafter*) and the Other Business (*as defined hereinafter*). The equity shares of the Transferor Company are listed on the Stock Exchanges (*as defined hereinafter*).
- (b) The Transferee Company is a private limited company incorporated with CIN No. U74999WB2017FTC222920 under the Act, having its registered office at Ecocentre, EM-4, 12th Floor, Unit No ECSL 1201, Sector V, Salt Lake, Kolkata 700091. The Transferee Company is engaged, *inter alia*, in the business of manufacture, trading and sale of phosphatic fertilizers, speciality fertilizers and chemicals and has its manufacturing facilities located at Haldia, West Bengal.
- (c) This Scheme provides for the transfer of the Divestment Business Undertaking (*as defined hereinafter*) of the Transferor Company to, and vesting thereof in, the Transferee Company, as a “going concern” on a Slump Sale basis, for a lump sum consideration, being the Final Purchase Consideration (*as defined hereinafter*), as set out hereinafter payable by the Transferee Company, to the Transferor Company, and in accordance with the terms of the Scheme and pursuant to the provisions of Sections 230-232 and/or other applicable provisions of the Act.

III. RATIONALE FOR THE SLUMP SALE

- (a) The Transferor Company is desirous of transferring and the Transferee Company is desirous of purchasing, the IGF Business (*as defined below*) undertaking of the Transferor Company, i.e. the Divestment Business Undertaking, as a “going



concern” on a Slump Sale basis and in consideration for a lump sum consideration, and the Parties (*as defined hereinafter*) have accordingly agreed to effect the said transfer on the agreed terms and conditions as set out herein below or otherwise mutually agreed in writing between the Parties.

- (b) The transfer of the Divestment Business Undertaking pursuant to this Scheme would *inter alia* result in the following benefits:

In case of the Transferor Company:

- (i) Further enabling the Transferor Company to pursue growth opportunities in its core business(es) with increased focus and more optimized utilization of its capital and resources; and
- (ii) Unlocking value for the Transferor Company with overall improvement in working capital cycle due to release of blocked funds from long receivable cycle in IGF Business.

In case of the Transferee Company:

- (i) Creation of value for shareholders by acquiring Divestment Business Undertaking, which is a ready-to-use assets, and reducing time to markets; and
- (ii) Allowing the expansion of the range of the products offered by the Transferee Company and its Affiliates in India.

IV. PARTS OF THE SCHEME:

The Scheme is divided into the following parts:

- (a) **Part I** deals with the definitions and share capital of the Transferor Company and the Transferee Company;
- (b) **Part II** deals with transfer of the Divestment Business Undertaking from the Transferor Company and its vesting in the Transferee Company for consideration and matters incidental thereto; and
- (c) **Part III** deals with the general terms and conditions that would be applicable to the Scheme.



PART – I

DEFINITIONS AND SHARE CAPITAL:

1. DEFINITIONS:

- 1.1. In this Scheme unless the meaning or context otherwise requires (i) terms defined in the recitals and the introductory paragraphs above shall have the same meanings throughout this Scheme; and (ii) the following words or expressions, wherever used, (including in the Recitals and the introductory paragraphs above) shall have the following meanings:
- 1.1.1. **“Act”** means the Companies Act, 2013, the rules and regulations made thereunder and shall include any statutory modification or re-enactment thereof for the time being in force;
- 1.1.2. **“Accounts”** means the audited accounts of the Transferor Company as they pertain to the Divestment Business Undertaking for the year ended March 31, 2020
- 1.1.3. **“Adjusted Capex Plan”** means the Capex Plan as may be revised or updated by the Transferor Company. Provided however, such revisions shall be limited to factor in items that are completed along with the actual costs incurred in relation thereto, the items that are incomplete along with the actual costs incurred and the costs that are likely to be incurred for the completion thereof. The revisions shall be based on the assessment of the Transferor Company;
- 1.1.4. **“Adjustment Time”** means 06.00 Hours (Indian Standard Time) on the Completion Date;
- 1.1.5. **“Affiliate”** means, in relation to a Party, any other Person that, either directly or indirectly through one or more intermediate Persons, Controls, is Controlled by or is under common Control with the Transferor Company, or the Transferee Company, as the case may be;
- 1.1.6. **“Annual Capex Plan”** means the annual capex plan for financial year ended March 31, 2022 as mutually agreed to between the Parties in writing;
- 1.1.7. **“Applicable Law”** means, any binding, state, national or local statute, law, ordinance, rule, regulation, order, writ, injunction, directive, judgment or decree, approval, guideline, press note, or other requirement or any similar form of determination by or decision of any Governmental Authority applicable to a Person or any of their respective properties or assets;
- 1.1.8. **“Appointed Date”** means the Effective Date, or such other date as may be agreed to in writing between the Boards of the Transferor Company and the Transferee Company and approved by the Tribunals;



- 1.1.9. **“Approval”** means any permission, approval, consent, license, order, decree, authorization, authentication of, or registration, qualification, designation, declaration or filing with or notification, exemption or ruling to or from any Governmental Authority required under any statute or regulation;
- 1.1.10. **“Assumed Litigation”** shall mean all legal proceedings, suits, claims, disputes, causes of action, litigations, petitions, appeals, writs, legal, taxation or other proceedings of whatever nature, (including before any statutory or quasi-judicial authority or tribunal), under Applicable Law, by or against the Transferor Company in relation to or pertaining exclusively to the Divestment Business Undertaking (or a part thereof) or arising from the operations thereof, however excluding Excluded Litigations;
- 1.1.11. **“Board”** or **“Board of Directors”** means the boards of directors of the Transferor Company and/ or the Transferee Company, as the context may require, and shall include a committee of such board duly constituted and authorized;
- 1.1.12. **“Business Day”** means any day, other than a Saturday and Sunday, on which banks in Mumbai and Uttar Pradesh, India remain open for normal business;
- 1.1.13. **“Capex Adjustment”** means the aggregate capex adjustment for Capex Plan and Annual Capex Plan, and shall be: (a) with respect to Capex Plan, the Adjusted Capex Plan minus the cost of capex items on the Capex Plan incurred (including any advances paid against such item) by the Transferor Company till Completion Date, minus capital expenditure incurred (including any advances paid against such item) by the Transferor Company with the prior written consent of the Transferee Company, plus creditors for capital goods towards each item at the Completion Date, (b) with respect to Annual Capex Plan, the Pro-Rata Capex Plan minus the cost of such items on the Annual Capex Plan incurred including any advances paid against such item by the Transferor Company till Completion Date plus creditors for capital goods towards each item at the Completion Date. It is clarified that if the Capex Adjustment is a positive number, the absolute amount will be deducted from the Completion Date Payment /Final Purchase Consideration. If the Capex Adjustment is a negative number, the absolute amount will be added to the Completion Date Payment/Final Purchase Consideration.
- It is clarified with respect to the Capex Plan that if the Transferor Company completes such capex items to a generally acceptable standard but at a lower or higher cost than the amount set out in the Capex Plan, the difference, shall be to the account of the Transferor Company. In the event that the Transferor Company and the Transferee Company agree that the Transferor Company will undertake additional projects at the cost of the Transferee Company, this cost will added to the Final Purchase Consideration, as defined in the Capex Adjustment;
- 1.1.14. **“Capex Plan”** means the capex plan with the estimated costs as agreed to and identified as the Capex Plan between the Parties in writing;
- 1.1.15. **“CCF”** means the Competition Commission of India;



- 1.1.16. **“Completion Date”** means a date mutually agreed between the Parties which shall be no later than 30 (thirty) days from the later of (a) date of receipt of the later of the Tribunal Order(s) sanctioning the Scheme (or the Tribunal Order(s) for condonation of delay in or granting extension of time for filing form e-Form INC 28, if applicable); and (b) completion (or waiver, if contemplated) to the reasonable satisfaction of Transferor Company or Transferee Company, as applicable, of the last of the conditions set out in Clause 23.1.1 to 23.1.5 of this Scheme;
- 1.1.17. **“Completion Date Payment”** has the meaning ascribed to such term in Clause 12.3;
- 1.1.18. **“Completion Underpayment”** has the meaning ascribed to such term in Clause 14.6;
- 1.1.19. **“Completion Overpayment”** has the meaning ascribed to such term in Clause 14.7;
- 1.1.20. **“Consent”** means any license, permission, approval, clearance, permit, notice, consent, authorization, waiver, grant, concession, agreement, certificate, exemption, order, or registration from any Governmental Authority or any other Person;
- 1.1.21. **“Control”** and its co-related words **“Controlled by”** or **“under common Control with”**, in relation to any Person, means: (i) the beneficial ownership, directly or indirectly, of more than 50% (fifty percent) of the voting power exercisable at any meeting of the members of such Person; or (ii) the power to elect a majority of the members of the management board (including directors) of such Person; or (iii) power to direct the management or policies of such Person;
- 1.1.22. **“Current Assets”** means, as of any specified date, all such assets relating or assigned to the Divestment Business Undertaking, which are customarily called current assets under the Indian GAAP other than cash and cash equivalents, and as provided for in the relevant statement of the Transferor Company;
- 1.1.23. **“Current Liabilities”** means, as of any specified date, all such liabilities relating or assigned to the Divestment Business Undertaking, which are customarily called current liabilities under the Indian GAAP, and as provided for in the relevant statement of the Transferor Company;
- 1.1.24. **“Divestment Business Undertaking”** means the business, undertaking, activities, operations and properties, of whatsoever nature and kind and wheresoever situated, in each case, forming part of or necessary or advisable for the conduct of, or the activities or operations of, the IGF Business, as a going concern, and includes without limitation:
- (i) the Divestment Assets;
 - (ii) all permits, licenses, permissions, right of way, approvals, authorisations, clearances, consents, benefits, registrations, rights, entitlements, credits, certificates, awards, sanctions, allotments, quotas, no objection certificates, exemptions, pre-qualifications, bid acceptances, concessions, subsidies, indirect



tax deferrals, and exemptions and other benefits (in each case including the benefit of any applications made for the same), if any, liberties and advantages, approval for commissioning of project and other licenses or clearances granted/ issued/ given by any governmental, statutory or regulatory or local or administrative bodies, organizations or companies for the purpose of carrying on the IGF Business or in connection therewith including those relating to privileges, powers, facilities of every kind and description of whatsoever nature and the benefits thereto that form part of the IGF Business;

- (iii) all insurance policies pertaining to the IGF Business save and except any insurance policies generally taken for the entire business of the Transferor Company;
- (iv) all rights to use and avail telephones, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interests held in trusts, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, liberties and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in control of or vested in or granted in favour of or enjoyed by the Transferor Company forming part of the IGF Business and all other interests of whatsoever nature belonging to or in the ownership, power, possession or control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company and forming part of the IGF Business;
- (v) the Divestment Liabilities;
- (vi) the Divestment Contracts;
- (vii) Assumed Litigation; and
- (viii) the Divestment Employees.

It is clarified that the Divestment Business Undertaking shall not include the Remaining Assets, Excluded Employees and Excluded Liabilities;

1.1.25. "Divestment Assets" means:

- (i) all immovable properties and rights thereto i.e. land together with the buildings and structures standing thereon (whether freehold, leasehold, leave and licensed, right of way/use, tenancies or otherwise) including boundary wall, roads, drains and culverts, civil works, foundations for civil works, buildings, warehouses, offices, trees, together with all plant and machinery embedded etc., which immovable properties form part of the IGF Business (including the Divestment Real Estate) whether or not recorded in the books of accounts of the Transferor Company and all documents (including Khatauni, panchnamas, declarations, receipts) of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interest, benefits and interests of rental agreements for lease or license or other rights to use of premises, in connection with the said immovable properties;



- (ii) all assets, as are movable in nature forming part of the IGF Business, whether present or future or contingent, tangible or intangible, in possession or not, corporeal or incorporeal, in each case, wherever situated (including plant and machinery, pipeline, capital work in progress, furniture, fixtures, fixed assets, computers, air conditioners, appliances, accessories, office equipment, communication facilities, installations, vehicles, railway siding, locomotive, livestock, inventories, stock in trade, stores and spares, packing material, raw material, tools and plants), actionable claims, earnest monies and sundry debtors, prepaid expenses, bills of exchange, promissory notes, financial assets, investment and shares in entities/ branches undertaking the IGF Business, outstanding loans and advances, recoverable in cash or in kind or for value to be received, receivables, funds, cash and bank balances and deposits including accrued interest thereto with government, semi-government, local and other authorities and bodies, banks, customers and other persons, provisions, funds, benefits of all agreements, bonds, debentures, debenture stock, units or pass through certificates, the benefits of any bank guarantees, performance guarantees and indirect tax related assets/credits, including but not limited to goods and service tax input credits, service tax input credits, central value added tax credits, value added/ sales tax/ entry tax credits or set-offs,

including the Divestment Equipment, Records, Divestment Contracts, Divestment Intellectual Property, Transferring Inventory, the Current Assets, Non Current Assets, forming part of the IGF Business;

- 1.1.26. **“Divestment Contracts”** means all contracts, agreements, purchase orders/ service orders, operation and maintenance contracts, memoranda of understanding/ undertakings/ agreements, memoranda of agreed points, bids, tenders, tariff policies, expressions of interest, letters of intent, hire and purchase arrangements, power purchase agreements, equipment purchase agreements, agreement with customers, purchase and other agreements with the supplier/ manufacturer of goods/ service providers, other arrangements, undertakings, deeds, bonds, schemes, concession agreements, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether vested or potential and written, oral or otherwise and all rights, title, interests, assurances, claims and benefits thereunder, in relation to the IGF Business, as agreed to and identified in writing between the Parties;
- 1.1.27. **“Divestment Employees”** means such employees of the IGF Business as on the Completion Date that will be transferred to the Transferee Company comprising:
- (a) the employees of the Transferor Company based at the Plant who are involved in the operations and production activities of the Plant other than Excluded Employees;
 - (b) the employees of the Transferor Company based at any other location working for IGF Business including employees working in sales and marketing, research and development, business development, liaising work etc.; and
 - (c) minus the employees that are serving their notice period as on the Completion Date.



- 1.1.28. **“Divestment Equipment”** means the plant and machinery forming part of the Divestment Assets, as stated in the relevant extracts of the fixed assets register of the Transferor Company;
- 1.1.29. **“Divestment Intellectual Property”** means all intellectual property rights, applications (including hardware, software, licenses, source codes, para meterisation and scripts), registrations, goodwill, trade names, service marks, copyrights, patents, project designs, marketing authorization, approvals, marketing intangibles, permits, permissions, incentives, privileges, special status, domain names, designs, trade secrets, research and studies, technical knowhow, confidential information and other benefits (in each case including the benefit of any applications made for the same), exclusively relating to or forming part of the Divestment Business Undertaking, including copyrights, trademarks, service marks, all brands including ‘Shaktiman’ and ‘Oorja’ (but excluding the Grasim/ABG Name) to the extent such intellectual property rights are vested in the Transferor Company and subject to such terms and conditions as are applicable to the Transferor Company in respect thereof. For the avoidance of doubt it is clarified that the Grasim / ABG Name and all rights therein or thereto shall not form part of the Divestment Intellectual Property;
- 1.1.30. **“Divestment Liabilities”** means all the debts, loans, duties, liabilities, obligations, of any nature whatsoever exclusively arising out of or pertaining to, in any manner, the IGF Business or the operation thereof or the result or consequences of Assumed Litigations;
- 1.1.31. **“Divestment Real Estate”** means the lands being used by the Transferor Company for the IGF Business, list whereof as of the Reference Date is specified in Schedule 2 (*Divestment Real Estate*);
- 1.1.32. **“Effective Date”** means the last of the dates on which the conditions and matters referred to in Clause 23.1 occur or have been fulfilled, obtained or waived, as applicable, in accordance with this Scheme. Reference in this Scheme to the date of “coming into effect of this Scheme” or the “Scheme becoming effective” or “effectiveness of the Scheme” shall mean the Effective Date. The Effective Date shall be the Completion Date;
- 1.1.33. **“Encumbrance”** and its co-related words **“Encumbered”** means (a) any mortgage, pledge, lien, charge (whether fixed or floating), hypothecation, assignment, deed of trust, title retention, right of set-off or counterclaim, security interest security letter conferring any priority of payment in respect of, any obligation of any Person; (b) purchase or option agreement or arrangement, right of first refusal, right of first offer, restriction on voting; (c) subordination agreement or arrangement; (d) agreements to create or effect any of the foregoing; (e) interest, option, or transfer restriction in favour of any Person; (f) any adverse claim as to title, possession or use and (g) any encroachment on immovable properties;



- 1.1.34. **“Estimated Working Capital Adjustment”** means an amount equal to the absolute value of the difference between (i) the Estimated Working Capital Amount; and (ii) the Target Working Capital;
- 1.1.35. **“Estimated Working Capital Amount”** has the meaning ascribed to such term in Clause 12.3;
- 1.1.36. **“Excluded Employees”** means such employees of the Transferor Company as are mutually agreed in writing between the Transferor Company and the Transferee Company;
- 1.1.37. **“Excluded Liabilities”** means any liabilities or obligations that do not form a part of the Divestment Business Undertaking, including to the extent they are related to or arise out of (a) the Other Business; (b) the Remaining Assets; (c) Excluded Litigations; and/or (d) any liabilities arising on account of Direct Taxes for the period prior to Completion Date;
- 1.1.38. **“Excluded Litigations”** means such litigation proceedings listed in Schedule 3 (*Excluded Litigations*);
- 1.1.39. **“Existing Stock Option Schemes”** means schemes/plans determining entitlements to the Divestment Employee with respect to Stock Options, including (a) the Employee Stock Option Scheme 2018 and Stock Appreciation Rights Scheme 2018, each as approved by Board of the Transferor Company on August 14, 2018, formulated in accordance with the provisions of the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014 (as amended); and (b) Employee Stock Option Scheme 2013 and each of Stock Appreciation Rights Plans ‘SARs 2013’, as approved by Board of the Transferor Company on October 18, 2013 and November 14, 2017 respectively, formulated in accordance with the provisions of Securities and Exchange Board of India (Employee Stock Option Scheme and Employee Stock Purchase Scheme) Guidelines, 1999 (as amended);
- 1.1.40. **“Final Completion Statement”** means the statement determined in accordance with Clause 14.1 or Clause 14.2, as the case may be;
- 1.1.41. **“Final Determination Date”** has the meaning ascribed to such term in Clause 14.1 or Clause 14.2, as the case may be;
- 1.1.42. **“Final Purchase Consideration”** has the meaning ascribed to such term in Clause 12.1;
- 1.1.43. **“Financial Indebtedness”** means any long-term and short-term interest bearing loans and borrowings availed by the Transferor Company from scheduled commercial banks pertaining to or forming part of the Divestment Business Undertaking excluding any SBA;



- 1.1.44. **“Governmental Authority(ies)”** means any: (a) national, provincial or local government or political subdivision or department thereof of any jurisdiction, or any governmental, administrative or regulatory body, commission, board, bureau, agency or instrumentality, or any court, arbitrator, alternative dispute resolution body or tribunal, in each case with applicable jurisdiction; or (b) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative functions of the government or Tax authority or power of any nature, in respect of the Transferor Company, the Transferee Company or this Scheme;
- 1.1.45. **“Governmental Authorization”** means all filings, including Consents and Approvals, with any Governmental Authority, Consents (to the extent required from a Governmental Authority), licenses, franchises, permits, concessions, exemptions, orders, certificates, registrations, re-registrations, applications, declarations and filings pertaining to the aforesaid issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Applicable Law;
- 1.1.46. **“Grasim / ABG Name”** means (a) any trademark, service mark, trade name, service name, brand name, slogan, logo, Internet domain name and corporate name and other identifier of source or goodwill that includes the word “Birla”, “Aditya Vikram Birla”, “Aditya Birla Group”, “Grasim”, “AVB”, “ABG”, including the logo associated with such names, (b) any and all other derivatives of the word “Birla”, “Aditya Vikram Birla”, “Grasim”, “AVB”, “ABG”, (c) any names or derivatives of the operating subsidiaries, group companies, or Affiliates of the Transferor Company and any trademark, service mark, trade name, service name, brand name, slogan, logo, Internet domain name and corporate name and other identifier of source or goodwill that is owned by operating subsidiaries, group companies, or Affiliates of the Transferor Company, including the logo associated with such names (d) trade dress, including graphics, colors and designs appearing on product packaging and labels, relating to any of items identified in (a) through (c) above;
- 1.1.47. **“Holdback Amount”** means the aggregate of all Old Subsidy Holdback Amounts and Slow Moving Subsidy Holdback Amounts;
- 1.1.48. **“IGF Business”** means the business of manufacture, trading and sale of urea, customised fertiliser, agri-inputs, crop protection, plant and soil health products and speciality fertilisers conducted by the Transferor Company at the Plant and otherwise;
- 1.1.49. **“TT Act”** means the Income Tax Act, 1961, the rules and regulations made thereunder and shall include any statutory modification or re-enactment thereof for the time being in force;
- 1.1.50. **“Independent Auditor”** means an independent accounting firm, jointly appointed by the Parties in accordance with terms mutually agreed between them in writing.



- 1.1.51. **“Indian GAAP”** means and refers to the generally accepted accounting principles as applicable in India, including inter alia accounting standards and other authoritative pronouncements, issued by the Institute of Chartered Accountants of India, or such other body or person having a right under Applicable Laws to issue such accounting standards and other authoritative pronouncements;
- 1.1.52. **“Listing Regulations”** means the SEBI (Listing Obligations and Disclosure Requirement) Regulations, 2015, and shall include any statutory modification, amendment, and re-enactment thereof for the time being in force or any act, regulations, rules, guidelines etc., that may replace such Regulations;
- 1.1.53. **“Long Stop Date”** shall mean February 12, 2022, or such other date as may be mutually agreed in writing between the Parties;
- 1.1.54. **“Non Current Assets”** means, as of any specified date, all such assets relating or assigned to IGF Business, which are customarily called non current assets under the relevant prevailing Indian accounting standards;
- 1.1.55. **“Non Current Liabilities”** means, as of any specified date, all such liabilities relating or assigned to IGF Business, which are customarily called non-current liabilities under the relevant prevailing Indian accounting standards;
- 1.1.56. **“NRC Committee”** has the meaning ascribed to such term in Clause 9.1.7 (i);
- 1.1.57. **“Old Subsidies”** means the subsidies pertaining to the Divestment Business Undertaking the payment of which has not been received by the Transferor Company as on the Reference Date, and as mutually identified and agreed to between the Parties in writing, details in relation to which shall be updated as on the Completion Date, and **“Old Subsidy”** shall mean any one of them;
- 1.1.58. **“Ordinary Course”** means any action taken by or on behalf of a Person that is recurring in nature or is taken in the ordinary course of that Person's normal operations;
- 1.1.59. **“Other Business”** means any business of the Transferor Company other than the IGF Business, and includes any business of Transferor Company conducted under the Grasim / ABG Name brands other than the IGF Business;
- 1.1.60. **“Parties”** means the Transferor Company and the Transferee Company, collectively; and each of Transferor Company and Transferee Company individually, a **“Party”**;
- 1.1.61. **“Person”** means any individual or other entity, whether a corporation, firm, body corporate, joint venture, trust, association, organization, partnership or proprietorship, whether or not having a separate legal personality, including any Governmental Authority;



- 1.1.62. **“Plant”** means the plants utilised for the manufacture of urea, customized/ speciality fertilisers owned by the Transferor Company, located at Jagdishpur, District Amethi, Uttar Pradesh;
- 1.1.63. **“Preliminary Completion Statement”** has the meaning ascribed to such term in Clause 14.1;
- 1.1.64. **“Pro-Rata Capex Plan”** means such proportion of Annual Capex Plan as is determined on the basis of the capital expenditure apportioned on daily basis, to be incurred by the Transferor Company based on number of days elapsed between April 1, 2021 and the Completion Date;
- 1.1.65. **“Proposed Completion Statement”** has the meaning ascribed to such term in Clause 12.3;
- 1.1.66. **“Purchase Consideration”** has the meaning ascribed to such term in Clause 12.1;
- 1.1.67. **“Records”** means any and all books, accounts and other records relating to the Divestment Business Undertaking held by the Transferor Company to the extent that they relate to the period up to the Completion Date;
- 1.1.68. **“Reference Date”** means November 12, 2020;
- 1.1.69. **“Remaining Assets”** means all properties, assets, contracts or rights of the Transferor Company or any right, title or interest therein, other than those forming part of the Divestment Business Undertaking, and shall also include identified properties as agreed to and identified in writing between the Parties;
- 1.1.70. **“Representatives”** means the directors or authorized officers of the Transferor Company or the Transferee Company;
- 1.1.71. **“RoC”** means the jurisdictional Registrar of Companies;
- 1.1.72. **“Rs.”** or **“Rupees”** or **“INR”** means Indian Rupees, the lawful currency of India;
- 1.1.73. **“SBA”** means any special banking arrangements in relation to subsidies receivable in relation to the Divestment Business Undertaking;
- 1.1.74. **“SEBI”** means the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992;
- 1.1.75. **“SEBI Circular”** means circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017, on Schemes of Arrangement by Listed Entities and Relaxation under Sub-rule (7) of rule 19 of the Securities Contracts (Regulation) Rules, 1957, issued by SEBI, as amended or replaced from time to time including by circular nos. CFD/DIL3/CIR/2017/26 dated March 23, 2017, CFD/DIL3/CIR/2017/105 dated



September 21, 2017, CFD/ DIL3/CIR/2018/2 dated January 03, 2018 and CFD/DIL1/CIR/P/2020/215 dated November 3, 2020;

- 1.1.76. **“Slow Moving Subsidies”** means the subsidies pertaining to the Divestment Business Undertaking the payment of which has not been received by the Transferor Company as on the Reference Date, and as mutually identified and agreed to between the Parties in writing, details in relation to which shall be updated as on the Completion Date, and **“Slow Moving Subsidy”** shall mean any one of them;
- 1.1.77. **“Slump Sale”** means sale of an undertaking on a going concern basis, for a lump sum consideration without values being assigned to the individual assets and liabilities; as defined under Section 2(42C) of the IT Act;
- 1.1.78. **“Stock Exchanges”** means the BSE Limited and the National Stock Exchange of India;
- 1.1.79. **“Stock Options”** has the meaning ascribed to such term in Clause 9.1.7 (i);
- 1.1.80. **“Target Working Capital”** means INR 12,488,200,000 (Rupees Twelve Billion Four Hundred Eighty Eight Million Two Hundred Thousand only);
- 1.1.81. **“Tax”** means all applicable forms of taxation, duties, levies imposed, whether direct or indirect, whether central, state or local, including without limitation corporate income tax, service tax, withholding tax, dividend distribution tax, goods and services tax, central sales tax, entry tax, octroi, stamp duty, value added tax, customs and excise duties, capital tax and other legal transaction taxes, land taxes, duties and any other type of taxes or duties payable by virtue of any Applicable Law (**“Direct and Indirect Tax”**); together with any interest, premium, penalties, surcharges or fines relating to them, due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction;
- 1.1.82. **“Transferring Inventory”** means all inventories, wherever located, including all raw materials, work-in-progress, finished products, and packaging and labelling material exclusively or predominantly forming part of IGF Business, (but excluding goods in relation to which invoice is issued, but which may not have been delivered and which are not included in the Current Assets), in each case, as of the Adjustment Time;
- 1.1.83. **“Tribunal”** means in relation to the Transferor Company, the jurisdictional bench of National Company Law Tribunal at Madhya Pradesh and with respect to the Transferee Company shall mean the jurisdictional bench of National Company Law Tribunal at Kolkata, or such other forum or authority as may be vested with the relevant powers in relation to the Scheme under the Act;
- 1.1.84. **“Tribunal Order(s)”** means the orders passed by the Tribunal(s) sanctioning the Scheme and includes any Tribunal(s) or other applicable authorities’ order(s) for extension of time or condonation of delay in filing of the requisite forms with the RoC in relation to the Scheme, if applicable;



- 1.1.85. "Updated Statement" has the meaning ascribed to such term in Clause 12.9;
- 1.1.86. "Working Capital" means an amount, in INR, equal to (a) the Current Assets plus (b) long-term loans, advances, and deposits less (c) the Current Liabilities and less (d) Non-current Liabilities excluding Financial Indebtedness but including any SBA, in each case calculated as of the Adjustment Time. For the avoidance of doubt, (x) Working Capital shall exclude Non-Current Assets (except long-term loans, advances and deposits), as defined in Schedule 1 (*Completion Statement*), Part A; (y) any liability if counted towards Financial Indebtedness shall not be counted towards Current Liabilities or Non-current Liabilities for the purposes of determining net Working Capital; and
- 1.1.87. "Working Capital Adjustment" means an amount equal to the difference between (i) the Working Capital set forth in the Final Completion Statement; and (ii) the Target Working Capital. The Working Capital Adjustment shall be determined in the terms in accordance with Schedule 1 (*Completion Statement*), Part A.
- 1.2. Interpretation
- 1.2.1. In this Scheme, reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the Reference Date) for the time being in force or to any provisions replacing such statutory provisions and to all statutory instruments or orders made pursuant to such statutory provisions.
- 1.2.2. Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 1.2.3. Headings, subheadings, titles, subtitles to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Scheme or the Schedules hereto and shall be ignored in construing the same.
- 1.2.4. The Schedules refer to the schedules to this Scheme and form part of this Scheme. If there is any conflict or inconsistency between a term in the body of this Scheme and a term in any of the schedules, exhibits or any other document referred to or otherwise incorporated in this Scheme, the term in the body of this Scheme shall take precedence.
- 1.2.5. References to days, months and years are to calendar days (unless otherwise specified), calendar months and calendar years, respectively. Where a period expressed in days, weeks, months or years is to be calculated from the moment at which an event occurs or an action takes place, the day during which that event occurs or that action takes place shall not be counted as falling within the period in question. A period expressed in weeks, months or years shall end with the expiry of whichever day in the last week, month or year (as applicable) of such period is the same day of the week (in the case of weeks), or falls on the same date (in the case of months or years), as the day on which



the event or action from which the period is to be calculated occurred or took place. If, for a given period expressed in months, the last day of such period does not fall during the last month expressed to be in such period, such period shall end on the last day of that month.

- 1.2.6. Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day if the last day of such period is not a Business Day; and whenever any payment is to be made or action to be taken under this Scheme is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next Business Day.
- 1.2.7. Words “directly or indirectly” mean directly, or indirectly, through one or more intermediary persons or through contractual or other legal arrangements, and “direct or indirect” have the correlative meanings.
- 1.2.8. Any reference in this Scheme to any document shall include reference to such document as amended, modified or restated, whether before or after the Reference Date.
- 1.2.9. Any reference to “writing” shall include printing, typing, lithography, transmissions by facsimile or in electronic form (including e-mail) and other means of reproducing words in visible form.
- 1.2.10. If, in calculating a price or an amount, the relevant variables for such calculation are expressed in different currencies then all such variables for the purposes of such calculation shall be in Rupees.

2. DATE OF OPERATIONALIZATION AND TAKING EFFECT OF THE SCHEME

- 2.1. The Scheme shall be effective from the Appointed Date and be operative from the Effective Date.

3. SHARE CAPITAL

- 3.1. The authorized, issued, subscribed and paid up share capital of the Transferor Company as on October 31, 2020, is as under:

Particulars	Amount (INR in Crores)
Authorized Capital	
1,47,25,00,000 Equity Shares of INR 2 each*	294.50
11,00,000 redeemable preference shares of INR 100 each	11.00
Total	305.50
Issued, subscribed and Paid up Share Capital	
65,79,28,218 Equity Shares of INR 2 each**	131.59



Particulars	Amount (INR in Crores)
Total	131.59

**A separate scheme of amalgamation between Grasim Premium Fabric Private Limited and the Transferor Company, which is pending approval from the jurisdictional National Company Law Tribunal as of October 31, 2020, under clause 8 provides for increase in authorized equity share capital of the Transferor Company to 206,25,00,000 equity shares of INR 2 each, upon the scheme becoming effective with effect from the appointed date. The appointed date is defined in such scheme to mean April 1, 2019 or such other date as the board of directors of Grasim Premium Fabric Private Limited or the Transferor Company or the jurisdictional National Company Law Tribunal may decide.*

****The issued and paid up share capital includes 3,66,41,864 equity shares represented by 3,66,41,864 global depository receipts as on October 31, 2020.**

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

The equity shares of the Transferor Company are listed on the Stock Exchanges.

- 3.2. The authorized, issued, subscribed and paid up share capital of the Transferee Company as on October 31, 2020:

Particulars	Amount (INR in Crores)
Authorized Capital	
100,00,00,000 Equity Shares of INR 10 each	1,000
Total	1,000
Issued, subscribed and Paid up Share Capital	
29,99,51,427 Equity Shares of INR 10 each#	299.95
Total	299.95

As on October 31, 2020, 29,99,51,426 shares are held by Indorama Holdings BV and one share is held by Mr. Rajeev Kshetrapal.

A separate scheme of arrangement between the Transferee Company and Indorama Industries Limited for transfer of spandex business unit of Indorama Industries Limited to the Transferee Company is pending approval from the National Company Law Tribunal, Kolkata as of October 31, 2020. Clause 15 of the said scheme provides for issuance of 90,62,140 fully paid up equity shares of INR 10 each by the Transferee Company to certain equity shareholders of Indorama Industries Limited, upon the scheme becoming effective with effect from the appointed date. The appointed date is defined in such scheme to mean October 01, 2019 or such other date as may be fixed or approved by the National Company Law Tribunal or any other appropriate authority.



PART – II



**TRANSFER AND VESTING OF DIVESTMENT BUSINESS UNDERTAKING
IN THE TRANSFEREE COMPANY**

4. TRANSFER AND VESTING OF DIVESTMENT BUSINESS UNDERTAKING

- 4.1. Upon the Scheme becoming effective and with effect from the Appointed Date, the Divestment Business Undertaking in its entirety shall, pursuant to Sections 230 to 232 read with other relevant provisions of the Act and Section 2(42C) of the IT Act and without any further act, instrument, deed, matter or thing be transferred to and vested in and/ or be deemed to be and stand transferred to and vested in the Transferee Company as a 'going concern' on a Slump Sale basis, free from all Encumbrances (other than liens arising or created in the ordinary course, including any Encumbrance relating to SBA), in accordance with Section 2(42C) of the Income Tax Act, 1961 (as amended) for a lump sum consideration as set out hereinafter, subject to the provisions of this Scheme.
- 4.2. Upon the Scheme becoming effective and with effect from the Appointed Date, the Transferee Company shall carry out or perform all such formalities and compliances under various Applicable Laws or to be carried out or performed in relation to or as a consequence of the vesting of the Divestment Business Undertaking into the Transferee Company.

5. DIVESTMENT ASSETS

- 5.1. Without prejudice to the generality of Clause 4 (*Transfer and Vesting of Divestment Business Undertaking*) above, upon the Scheme coming into effect and with effect from the Appointed Date, the Divestment Assets shall, in accordance with the provisions of this Clause 5 in relation to the mode of transfer and vesting and pursuant to Sections 230-232 and/or other applicable provisions of the Act, stand transferred to and vested in the Transferee Company as a going concern and without any further act or deed in the following manner, unless specifically otherwise provided under the Scheme:
- 5.1.1. In relation to the Divestment Assets, which are movable in nature, and/or otherwise capable of transfer by manual or constructive delivery and/or endorsement and delivery, including cash and bank balances, the same may, upon coming into effect of this Scheme, be so transferred or deemed to be so transferred to the Transferee Company, and shall become the assets of the Transferee Company and title to the assets will be deemed to have been vested accordingly without requiring any deed or instrument of conveyance pursuant to the provisions of Sections 230-232 and/or other applicable provisions of the Act and shall upon such transfer become the property of the Transferee Company. It is clarified that the Remaining Assets shall continue to remain the assets, properties, benefits, rights, title, interests, etc., of the Transferor Company and shall not be transferred to the Transferee Company as part of the Divestment Business Undertaking. The Parties shall discuss in good faith



the manner of excluding the Remaining Assets from the Divestment Business Undertaking upon the receipt of relevant Approval from any applicable Governmental Authority. Provided however that, in relation to specified properties agreed in writing between the Parties as forming part of the Remaining Assets subject to regulatory approvals, and such regulatory approval is not obtained as on the Completion Date, then such Remaining Asset shall be transferred and vested in the Transferee Company as part of the Divestment Business Undertaking in accordance with the terms of this Scheme without any additional consideration other than as contemplated in this Scheme.

- 5.1.2. Without prejudice to the generality of Clause 5.1.1, and in respect of the such movable Divestment Assets other than those dealt with in Clause 5.1.1, including but not limited to sundry debts, actionable claims, earnest monies receivables, bills, credits, loans, advances and deposits with any Governmental Authorities or any other bodies or any other person, if any, forming part of the Divestment Business Undertaking, whether recoverable in cash or in kind or for value to be received, bank balances, etc., the same shall stand transferred to and vested in the Transferee Company without any notice or other intimation to any person in pursuance of the provisions of Sections 230 to 232 read with other relevant provisions of the Act and all other applicable provisions of the Applicable Law, and that appropriate entries should be passed in its books to record the aforesaid change. The Transferee Company may, at its sole discretion but without being obliged, give notice in such form as it may deem fit and proper, to such person, as the case may be, that the said sundry debts, actionable claims, earnest monies, receivables, bills, credits, loans, advances and deposits stand transferred to and vested in the Transferee Company and be paid or made good or held on account of the Transferee Company as the person entitled thereto.
- 5.1.3. The Divestment Real Estate (including land together with the buildings and structures standing thereon), whether freehold or leasehold or licenced for use, with rights, title, interests, authorities, and all documents of title, rights and easements in relation thereto including any right to use, will stand transferred to and be vested in the Transferee Company, without any further act, instrument or deed and pursuant to the provisions of Sections 230-232 and/or other applicable provisions of the Act. With effect from the Appointed Date, the Transferee Company shall be entitled to exercise all rights and privileges and be liable to fulfil all obligations, in relation to or applicable to such immovable properties. Furthermore, the Transferee Company may, on and from the Effective Date, file applications with the Governmental Authorities for: (i) implementation of the transfer of the Divestment Real Estate to the Transferee Company; and (ii) execution of fresh lease agreements for the Divestment Real Estate in favour of the Transferee Company, if so required for administrative purposes, and the Transferor Company agrees to undertake all steps requested by the Transferee Company, at the cost of the Transferee Company (and without any liabilities



to the Transferor Company), to provide assistance to the Transferee Company in relation to the aforesaid actions.

- 5.1.4. Without prejudice to the generality of Clause 5.1 above, Divestment Intellectual Property will stand transferred to and be vested in the Transferee Company, without any further act, instrument or deed and pursuant to the provisions of Sections 230-232 and/or other applicable provisions of the Act. The Transferor Company and the Transferee Company shall mutually agree in writing on a mechanism of dealing with the composite registrations of Divestment Intellectual Property that also include any trademark, logo, mark, design or any other intellectual property pertaining to Grasim / ABG Name that is not intended to form a part of the Divestment Intellectual Property to ensure that the Divestment Intellectual Property is assigned to the Transferee Company while the non-Divestment Intellectual Property is not inadvertently assigned to the Transferee Company and the Divestment Intellectual Property is not inadvertently retained by the Transferor Company. The Parties shall also mutually agree in writing on a mechanism for transfer of all patents comprised in the Divestment Intellectual Property.
- 5.1.5. For the avoidance of doubt and without prejudice to the generality of the foregoing, it is expressly clarified that upon coming into effect of this Scheme and with effect from the Appointed Date, all permits, licenses, permissions, right of way, approvals, clearances, consents, benefits, tax incentives/ concessions, registrations, entitlements, credits, certificates, awards, sanctions, allotments, quotas, no objection certificates, exemptions, pre-qualifications, tenders, bid acceptances, concessions, issued to or granted to or executed in favour of the Transferor Company, and the rights and benefits under the same, in so far as they form part of the Divestment Business Undertaking, and all intellectual property and rights thereto of the Transferor Company, forming part of the Divestment Business Undertaking and the benefit of all statutory and regulatory permissions, environmental approvals and consents, registration or other licenses, and consents acquired by the Transferor Company, forming part of the Divestment Business Undertaking, shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of the Applicable Law, be transferred to and vested in or deemed to have transferred to or vested in the Transferee Company and the concerned licensors and grantors of such approvals, clearances, permissions, etc., shall endorse, where necessary, and record, in accordance with law, the name of the Transferee Company on such approvals, clearances, permissions so as to empower and facilitate the approval and vesting of the Divestment Business Undertaking in the Transferee Company and continuation of operations forming part of the Divestment Business Undertaking in the Transferee Company without hindrance, and that such approvals, clearances and permissions shall remain in full force and effect in favour of or against the Transferee Company, as the case may be, and may be enforced as fully and



effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto.

6. DIVESTMENT LIABILITIES

6.1. Without prejudice to the generality of Clause 4 (*Transfer and Vesting of Divestment Business Undertaking*) above, upon the Scheme becoming effective and with effect from the Appointed Date, all the Divestment Liabilities, whether or not provided for in the books of the Transferor Company, shall without any further act, instrument or deed be and stand transferred to and vested in the Transferee Company in the following manner, unless specifically otherwise provided under the Scheme:

6.1.1. Upon the Scheme becoming effective and with effect from the Appointed Date, all Divestment Liabilities shall, whether or not provided for in the books of the Transferor Company, to the extent they are outstanding on the Effective Date, without any further act or deed become liabilities of the Transferee Company and all rights, powers, duties, and obligations in relation thereto shall stand transferred to, vested in, and shall be exercised by or against the Transferee Company, as if it has incurred such liabilities, debts, duties, obligations, on the same terms and conditions as were applicable to the Transferor Company and the Transferee Company shall undertake to meet, discharge and satisfy the same to the exclusion of the Transferor Company such that the Transferor Company shall in no event be responsible or liable in relation to any such Divestment Liabilities, except as agreed otherwise with the Transferee Company in writing. It is clarified that Excluded Liabilities shall continue to remain the liabilities of the Transferor Company and shall not be transferred to the Transferee Company as part of the Divestment Business Undertaking and the Transferee Company shall not assume or otherwise be liable in respect of Excluded Liabilities.

6.1.2. Where any of the Divestment Liabilities have been partially or fully discharged by the Transferor Company on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company. All the Divestment Liabilities and obligations incurred by the Transferor Company for the operations of the Divestment Liabilities on or after the Appointed Date and prior to the Effective Date shall be deemed to have been incurred for and on behalf of the Transferee Company and to the extent any Divestment Liabilities are outstanding on the Effective Date, they shall also without any further act, instrument or deed be and stand transferred to the Transferee Company and shall become the liabilities and obligations of the Transferee Company.

6.1.3. With effect from the Effective Date, the Transferee Company alone shall be liable to perform all obligations in respect of the Divestment Liabilities, except as agreed otherwise with the Transferee Company in writing, and the



Transferor Company shall not have any obligations in respect of the Divestment Liabilities.

- 6.1.4. With effect from the Effective Date, the Transferor Company alone shall be liable to perform all obligations in respect of the Excluded Liabilities and the Transferee Company shall not have any obligations in respect of the Excluded Liabilities.
- 6.1.5. The transfer and vesting of the assets comprised in the Divestment Business Undertaking to and in the Transferee Company upon the coming into effect of this Scheme shall be subject to the Encumbrances, if any, affecting the same as hereinafter provided.
- 6.1.6. In so far as the existing Encumbrances in respect of the Divestment Liabilities are concerned, such Encumbrances shall, without any further act, instrument or deed be modified and shall be extended to and shall operate only over the assets comprised in the Divestment Business Undertaking which have been Encumbered in respect to the Divestment Liabilities and are transferred to the Transferee Company pursuant to this Scheme and such Encumbrances shall not relate or attach to any other assets of the Transferee Company. Provided that if any of the assets comprised in the Divestment Business Undertaking which are being transferred to the Transferee Company pursuant to this Scheme have not been Encumbered in respect of the Divestment Liabilities, such assets shall remain unencumbered and the existing Encumbrances referred to above shall not be extended to and shall not operate over such assets. The Scheme shall not operate to enlarge the Encumbrances, nor shall the Transferee Company be obliged to create any further or additional security after the Scheme has become effective or otherwise. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.
- 6.1.7. In so far as any Encumbrance over Divestment Assets are concerned and to the extent that such Encumbrance relates to any Excluded Liabilities, such Divestment Asset shall, without any further act, instrument, or deed, be released and such Divestment Assets shall no longer be available as Encumbrances for such Excluded Liabilities. The absence of any formal amendment which may be required by a lender or a third party to effect such release shall not affect the operation of the foregoing sentence.
- 6.1.8. In so far as the assets of the Other Business are concerned, any Encumbrance over them, to the extent they relate to the Divestment Liabilities shall, without any further act, instrument, or deed be released and discharged from such security. The absence of any formal amendment which may be required by a lender or a third party to effect such release shall not affect the operation of the foregoing sentence.



- 6.1.9. In so far as the existing Encumbrances in respect of the loans and other liabilities relating to the Excluded Liabilities are concerned, such Encumbrances shall, without any further act, instrument or deed be continued with the Transferor Company, only on the assets relating to the Other Business and the assets of the Divestment Business Undertaking shall stand released therefrom.
- 6.1.10. If any Encumbrance of the Transferor Company for the operations of the Divestment Business Undertaking exists as on the Appointed Date, but has been partially or fully released thereafter by the Transferor Company on or after the Appointed Date but prior to the Effective Date, such release shall be deemed to be for and on account of the Transferee Company upon the coming into effect of the Scheme and all Encumbrances incurred by the Transferor Company for the operations of the Divestment Business Undertaking on or after the Appointed Date and prior to the Effective Date shall be deemed to have been incurred for and on behalf of the Transferee Company, and such Encumbrances shall not attach to any property of the Transferor Company.
- 6.1.11. The provisions of this Clause shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document, all of which instruments, deeds, and writings and the terms of sanction or issue of any security document shall stand modified and/or superseded by the foregoing provisions. It is expressly clarified that, save as mentioned in this Scheme, no other terms or conditions of the Divestment Liabilities are modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.
- 6.1.12. Upon the coming into effect of this Scheme, the borrowing limits of the Transferee Company in terms of Section 180(1)(c) of the Act shall be deemed increased without any further act, instrument or deed to the equivalent of the aggregate borrowings forming part of the Divestment Liabilities, if any, transferred by the Transferor Company to the Transferee Company pursuant to the Scheme. Such limits shall be incremental to the existing borrowing limits of the Transferee Company.
- 6.1.13. The interests of all the unsecured creditors of the Transferor Company in connection with the Divestment Business Undertaking and the Transferee Company, including its unsecured creditors, remain unaffected by this Scheme as the assets of the Transferee Company upon the effectiveness of the Scheme will be more than its liabilities and as such sufficient to discharge such liabilities.
- 6.1.14. Without prejudice to the provisions of the foregoing Clauses and with effect from the Effective Date, the Parties shall enter into and execute such other deeds, instruments, documents and/or writings and/or do all acts and deeds as may be required, including the filing of necessary particulars and/or



modification(s) of charge, with the jurisdictional RoC to give formal effect to the provisions of this Clause.

7. DIVESTMENT CONTRACTS

7.1. Without prejudice to the generality of Clause 4 (*Transfer and Vesting of Divestment Business Undertaking*) above, upon the Scheme becoming effective and with effect from the Appointed Date, the Divestment Contracts shall stand transferred to and vested in the Transferee Company in the following manner, unless otherwise specifically provided under the Scheme:

7.1.1. Upon the Scheme becoming effective and with effect from the Appointed Date and subject to the other provisions contained in this Scheme, all Divestment Contracts entered into, subsisting or having effect immediately before the Effective Date shall remain in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectively as if the Transferee Company instead of Transferor Company, had been a party thereto. The absence of any formal amendment which may be required by a third party to effect such transfer and vesting shall not affect the operation of the foregoing sentence.

7.1.2. Without prejudice to what is stated in Clause 7.1.1 above, upon the Scheme becoming effective and with effect from the Appointed Date, the Transferee Company shall, wherever necessary, enter into and/or execute deeds, writings, confirmations or novations to which the Transferor Company will, if necessary, also be a party in order to give formal effect to the provisions of this Clause.

7.1.3. Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Divestment Business Undertaking occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of the Scheme, in accordance with its provisions, if so required under any Applicable Law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or arrangements with any party to any contract or arrangement to which the Transferor Company is a party, or any writings as may be necessary, in order to give formal effect to the provisions of this Scheme.

7.1.4. For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme and with effect from the Appointed Date, all Consents, Approvals, permissions, pre-qualifications, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Company in relation to the Divestment Business Undertaking, including by any Governmental Authority, including the benefits of any applications made for any of the foregoing, shall, subject to Applicable Law, stand transferred to the Transferee Company as if the same



were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder (unless, in the case of powers of attorney and/or authority(ies) given by the Transferor Company, the same are revoked by the Transferee Company or the Transferor Company subsequent to the Effective Date), and the rights and benefits under the same shall be available to the Transferee Company. The Transferee Company shall make necessary applications/ file relevant forms to any Governmental Authority as may be necessary in this behalf.

8. ASSUMED LITIGATION AND EXCLUDED LITIGATIONS

8.1. Without prejudice to the generality of Clause 4 (*Transfer and Vesting of Divestment Business Undertaking*) above, upon the Scheme becoming effective and with effect from the Appointed Date, the Assumed Litigations shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, and shall stand transferred to and shall be continued, prosecuted and enforced by or against the Transferee Company in the following manner:

8.1.1. Upon the Scheme becoming effective and with effect from the Appointed Date and subject to the other provisions contained in this Scheme, except as agreed otherwise with the Transferor Company in writing, the Transferee Company shall assume, and shall agree to pay, perform and discharge when due, all liabilities and obligations of the Transferor Company, related to or arising out of in any manner, the Assumed Litigations and such Assumed Litigation may be continued, prosecuted and enforced by or against the Transferee Company, as the case may be. For avoidance of any doubt, it is clarified that, except as agreed otherwise with the Transferor Company in writing, the Transferor Company shall not be liable to pay any amounts arising out of such Assumed Litigation including interest, penalties, damages, costs etc. and the same shall be paid only by the Transferee Company unless otherwise mutually agreed to in writing between the Parties.

8.1.2. It is clarified that, upon the Scheme becoming effective, all the Excluded Litigations shall be continued, prosecuted, enforced by or against the Transferor Company and the Transferee Company shall not be liable to pay any amounts arising out of such Excluded Litigation including interest, penalties, damages, costs etc. and the same shall be paid only by the Transferor Company.

8.1.3. The Parties shall, as soon as reasonably possible after the Effective Date, enter into and/or execute all such required documents and/or file the applications and petitions, with the relevant Governmental Authorities and pursue the relevant matters with such relevant Governmental Authorities in a manner such that the Transferor Company is no more a party to the Assumed Litigations and is replaced by the Transferee Company for all purposes.



9. DIVESTMENT EMPLOYEES

9.1. Without prejudice to the generality of Clause 4 (*Transfer and Vesting of Divestment Business Undertaking*) above, upon the Scheme becoming effective and with effect from the Appointed Date, the Divestment Employees shall be deemed to have become the employees of the Transferee Company in the following manner:

9.1.1. The Divestment Employees shall become employees of the Transferee Company without any break or interruption of service and with the benefit of continuity of service on terms and conditions which are not less favourable than the terms and conditions as were applicable to such employees relating to the Divestment Business Undertaking of the Transferor Company immediately prior to the transfer of the Divestment Business Undertaking and in accordance with the Applicable Laws and the terms of their employment and in accordance with Section 25FF of the Industrial Disputes Act, 1947. Services of the Divestment Employees shall be taken into account from the date of their respective appointment with the Transferor Company for the purposes of all retirement benefits and all other entitlement for which they may be eligible. The Transferee Company further agrees that for the purpose of payment of any other form of separation compensation, if any, such past services with the Transferor Company shall also be taken into account. It is clarified that the Transferee Company does not have an employee stock option plan and accordingly, the Transferee Company may not issue any stock options to Divestment Employees.

9.1.2. The services of the Divestment Employees shall not be treated as having been broken or interrupted for the purpose of provident fund or gratuity or superannuation or other statutory purposes and for all purposes will be reckoned from the date of their respective appointment with the Transferor Company. It is hereby clarified that any costs, expenses or liabilities incurred on account of any of the Divestment Employees who do not become employees of the Transferee Company on the Effective Date for any reason whatsoever, shall not be borne by the Transferee Company.

9.1.3. The Transferee Company shall make all the necessary contributions for such Divestment Employees, and deposit the same in provident fund, gratuity fund or superannuation fund or any other special fund or staff welfare scheme or any other special scheme. The Transferee Company will also file relevant intimations in respect of the Divestment Business Undertaking with the statutory authorities concerned who shall take the same on record and substitute the name of the Transferee Company for the Transferor Company.

9.1.4. Effective from the Appointed Date, in so far as the accumulated balances, if any, standing to the credit of the Divestment Employees in the existing



provident fund, gratuity fund or superannuation fund of which they are members shall be transferred to such provident fund, gratuity fund or superannuation fund as is nominated by the Transferee Company and /or such new provident fund, gratuity fund and superannuation fund which shall be established and caused to be recognized by the appropriate Governmental Authorities, by the Transferee Company or to the government provident fund. Such transfer shall be made within such time as is mutually agreed between the Parties in writing and as per Applicable Law. The Parties hereby further agree that the amount to be transferred in respect of the gratuity liability, shall be determined based on terms mutually agreed to between the Parties in writing.

- 9.1.5. Upon the coming into effect of this Scheme and with effect from the Appointed Date, in relation to any other fund (including any funds set up by the government for employee benefits) created or existing for the benefit of the Divestment Employees, the Transferee Company, subject to Applicable Law, shall stand substituted for the Transferor Company, for all purposes whatsoever, including relating to the obligation to make contributions to the said funds in accordance with the provisions of such scheme, funds, bye laws, etc. in respect of such Divestment Employees.
- 9.1.6. In so far as the existing benefits or funds created by the Transferor Company for the employees of the Other Business and Excluded Employees are concerned, the same shall continue and the Transferor Company shall continue to contribute to such benefits or funds in accordance with the provisions thereof, and the Transferee Company shall have no liability in respect thereof.
- 9.1.7. Upon the effectiveness of the Scheme:
- (i) The stock options, restricted stock units and/or the stock appreciation rights, as applicable, granted by the Transferor Company ("Stock Options") to the Divestment Employees under the Existing Stock Option Schemes, which have been vested and are outstanding as of the Effective Date, shall continue to vest in such Divestment Employees and such vested Stock Options may be exercised by the Divestment Employees in accordance with the provisions of the Existing Stock Option Schemes or as determined by the Nomination and Remuneration Committee or such other relevant committee of the Transferor Company administering the operation of the relevant Existing Stock Option Scheme ("NRC Committee"). In relation to the Stock Options granted by the Transferor Company to the Divestment Employees under the Existing Stock Option Schemes, which have not vested as of the Effective Date, the Transferor Company shall deal with the same in the manner determined by the NRC Committee.



- (ii) It is clarified that the Stock Options granted by Transferor Company under the Existing Stock Option Schemes to the employees of the Transferor Company other than the Divestment Employees (who shall not be transferred to the Transferee Company pursuant to the Scheme and continue in employment with the Transferor Company), which have not been exercised (irrespective of whether the same are vested or not) and are outstanding as on the Effective Date, shall continue to be valid as per their existing terms and conditions, in accordance with the Existing Stock Option Schemes and/or Applicable Law and/or determination by the NRC Committee from time to time.

10. TAXATION

- 10.1. Upon effectiveness of the Scheme, all Taxes paid or payable by the Transferor Company in respect of the operations and/or the profits of the Divestment Business Undertaking on and from the Appointed Date, shall be on account of the Transferee Company. Upon effectiveness of the Scheme, the payment of any Tax, whether by way of deduction at source (including foreign tax credit), advance tax, self assessment tax, minimum alternate tax, or otherwise howsoever, by the Transferor Company in respect of the activities or operations of the Divestment Business Undertaking on and from the Appointed Date, shall be deemed to have been paid by the Transferee Company, and shall in all proceedings, be dealt with accordingly.
- 10.2. Any liabilities on account of income-tax in relation to the Transferor Company in relation to the Divestment Business Undertaking and pertaining to the period prior to the Appointed Date, including all or any liability/ refunds/ credits/claims pertaining to the period before the Appointed Date shall be treated as liability/refunds/credits/claims of the Transferor Company.
- 10.3. Upon the Scheme coming into effect and with effect from the Appointed Date, the Transferee Company shall be permitted to revise its income-tax returns, tax deducted at source returns and tax collected at source returns and other direct and indirect tax returns and claim refunds/credits pertaining to the Divestment Business Undertaking pursuant to the provisions of the Scheme and in accordance with Applicable Laws.
- 10.4. Upon the Scheme coming into effect and with effect from the Appointed Date, the Transferor Company shall be permitted to revise its income-tax returns, tax deducted at source (TDS) returns, tax collected at source (TCS) returns and other direct and indirect tax returns, and claim refunds/credits pertaining to the Other Business pursuant to the provisions of the Scheme and in accordance with the Applicable Laws.

11. PRE-COMPLETION COVENANTS

- 11.1. Unless otherwise agreed between the Parties or consented to by the Transferee Company, the Transferor Company shall, unless prohibited by Applicable Law, carry



on the Divestment Business Undertaking as a going concern in all material respects in the Ordinary Course as carried on immediately prior to the Reference Date.

12. FINAL PURCHASE CONSIDERATION

- 12.1. The Transferor Company and the Transferee Company agree that the total lump sum consideration payable by the Transferee Company to the Transferor Company for the purchase of the Divestment Business Undertaking on a slump sale basis pursuant to the Scheme shall be the Final Purchase Consideration. The Final Purchase Consideration shall mean INR 26,490,000,000 (Rupees Twenty Six Billion Four Hundred Ninety Million) (“Purchase Consideration”) as adjusted by increase / (decrease) in Working Capital Adjustment (as computed in Schedule 1 Part A) and (increase) / decrease in Capex Adjustment (as computed in Schedule 1 Part B) (such adjusted amount, the “Final Purchase Consideration”).
- 12.2. The Final Purchase Consideration shall be discharged by the Transferee Company to the Transferor Company as a lump sum consideration for the sale and transfer of the Divestment Business Undertaking on a going concern basis on a slump sale basis in accordance with Section 2(42C) of the Income Tax Act, 1961 (as amended) with no independent values being assigned to the individual assets and liabilities of the Divestment Business Undertaking. It is clarified that, pursuant to Section 2(42C) of the Income Tax Act, 1961 (as amended), in the event the Parties are required to carry out a determination of the value of an asset or liability for the sole purpose for payment of stamp duty, registration fees or other similar taxes or fees shall not be regarded as assignment of values to individual assets or liabilities.
- 12.3. No later than 5 (five) Business Days prior to the scheduled Completion Date, the Transferor Company shall deliver to the Transferee Company, with reasonably detailed supporting information, a statement (“Proposed Completion Statement”) setting forth, Schedule 1 (Completion Statement), (i) reasonable, good faith estimate of the Working Capital of the Divestment Business Undertaking as of the Adjustment Time (“Estimated Working Capital Amount”), (ii) reasonable, good faith estimate of the Capex Adjustment as of the Adjustment Time (“Estimated Capex Adjustment”) and (iii) the consideration payable by the Transferee Company to the Transferor Company on the Completion Date (“Completion Date Payment”). The Completion Date Payment will consist of Purchase Consideration as adjusted by Estimated Working Capital Adjustment (i.e, if the Estimated Working Capital Amount is greater than the Target Working Capital then such Estimated Working Capital Adjustment is to be added and vice versa) and shall be further adjusted by the Estimated Capex Adjustment (as computed in Schedule 1 Part B).
- 12.4. For the avoidance of any doubt, the Parties acknowledge that the Completion Date Payment shall be determined based on the Proposed Completion Statement delivered by the Transferor Company pursuant to Clause 12.3 and absent any manifest errors, such Proposed Completion Statement shall be deemed to be accepted by each Party for



the purposes of performance of all actions required to be performed at completion as set out herein under Clause 13 and as mutually agreed between the Parties in writing.

- 12.5. If a claim for an Old Subsidy or any part thereof has been filed by the Transferor Company on the Mobile Fertilizer Management System ("mFMS") portal pursuant to a notification / approval from the Department of Fertilizers, Government of India, but payment of the same has not been received by the Transferor Company from the Government or validly set off against amounts payable by the Transferor Company to the Government as on the Completion Date, the Estimated Working Capital Amount and Working Capital set forth in the Proposed Completion Statement, Preliminary Completion Statement or Final Completion Statement, as relevant will include the amount of such Old Subsidy (or part thereof as applicable) but be reduced by the amount of provision set out against such Old Subsidy (or part thereof as applicable) as per the Updated Statement.
- 12.6. To the extent that the claim for any Old Subsidy (or part thereof as applicable) has not been filed by the Transferor Company on the mFMS portal prior to the Completion Date, such Old Subsidy (or part thereof as applicable) shall be reduced by the amount of provision set out against such Old Subsidy (or part thereof as applicable) as per the Updated Statement and will be included to arrive at Estimated Working Capital Amount and Working Capital set forth in the Proposed Completion Statement, Preliminary Completion Statement or Final Completion Statement, as relevant. The Transferee Company shall be entitled to hold back an amount equivalent to the holdback amount pertaining to such Old Subsidy (or part thereof as applicable) as specified in the Updated Statement ("Old Subsidy Holdback Amount") from the Final Purchase Consideration/Completion Date Payment by the Transferee Company and such Old Subsidy Holdback Amount for each such individual item as per the Updated Statement as on Completion Date will be paid by the Transferee Company to the Transferor Company expeditiously upon such individual claims being filed on the mFMS portal. The Transferee Company undertakes that it shall promptly file claims in relation to all Old Subsidies (or part thereof as applicable) after the Completion Date pursuant to the receipt of the necessary notifications / approvals from the Department of Fertilizers, Government of India.
- 12.7. To the extent that payment of a Slow Moving Subsidy has not been received by the Transferor Company from the Government or validly set off against amounts payable by the Transferor Company to the Government as on the Completion Date, the Transferee Company shall be entitled to hold back an amount equivalent to such Slow Moving Subsidy as specified in the Updated Statement ("Slow Moving Subsidy Holdback Amount") from the Final Purchase Consideration/Completion Date Payment by the Transferee Company and such Slow Moving Subsidy Holdback Amount for each such individual item as per the Updated Statement as on Completion Date will be paid by the Transferee Company to the Transferor Company expeditiously upon receipt by the Transferee Company from the Government or set off against amounts payable by the Transferee Company to the Government, in full or part. The Transferee Company undertakes that it shall diligently follow up and take all actions



necessary to recover the amounts pertaining to the Slow Moving Subsidies after the Completion Date at the cost of the Transferor Company.

- 12.8. The Transferee Company acknowledges that the Holdback Amount is part of Final Purchase Consideration and the Transferee Company shall not be entitled to set off the Holdback Amount against any other amount payable by the Transferor Company pursuant to this Scheme or otherwise.
- 12.9. The Transferor Company shall be entitled to deliver an updated statement in relation to Old Subsidies and Slow Moving Subsidies, in the format as mutually agreed between the Parties in writing, as part of the Proposed Completion Statement, five (5) Business Days prior to the scheduled Completion Date for payments made to the Transferor Company and, in relation to Old Subsidies, corresponding changes to the provision amount and holdback amount contained therein, and such updated statement shall be considered for the purposes of Clauses 12.5, 12.6 and 12.7 above, provided that the percentage of the provision amount shall remain unchanged (“Updated Statement”).

13. COMPLETION

- 13.1. All activities or matters to be completed on the Completion Date shall be deemed to occur simultaneously and no activity or matter shall be treated as consummated unless all such activities and matters have been consummated.
- 13.2. On the Completion Date, each of the following shall be simultaneously undertaken:
- 13.2.1. Each of the Parties shall duly file e-Form INC 28 with the jurisdictional RoC;
- 13.2.2. The Transferee Company shall pay to the Transferor Company an amount equal to the Completion Date Payment less Holdback Amount, in immediately available funds, in the designated bank account of the Transferor Company and the Divestment Business Undertaking and all rights, benefits and interest thereon, shall stand transferred to the Transferee Company (other than as agreed to and identified mutually between the Parties, in writing) pursuant to the Scheme.

14. POST COMPLETION ADJUSTMENT:

- 14.1. Within 10 (ten) days after the Completion Date, the Transferor Company shall present to the Transferee Company, a statement (“Preliminary Completion Statement”), with reasonably detailed supporting information, setting forth the amounts of the items set out in Clause 12.3 as on the Completion Date. The Transferee Company shall, in consultation with its advisors, conduct a review of the Preliminary Completion Statement and within 10 (ten) Business Days of the receipt of the Preliminary Completion Statement, the Transferee Company shall communicate in writing to the Transferor Company whether it agrees or does not agree with the Preliminary Completion Statement. In the event the Transferee Company (a) agrees with the Preliminary Completion Statement provided by the Transferor Company, it will so



communicate in writing to the Transferor Company within the period referred to above; (b) does not agree with the amounts mentioned in the Preliminary Completion Statement, the Parties shall consult with each other to determine the actual amounts as on the Completion Date of the items set out in Clause 12.3 within 10 (ten) days of communication in writing of disagreement by the Transferee Company or such other date as may be agreed in writing between the Transferor Company and the Transferee Company. The Transferor Company and the Transferee Company will record the actual amounts, as on the Completion Date, of the items set out in Clause 12.3 as determined under this Clause in the format **Schedule 1 (Completion Statement)**, which shall be referred to as the **"Final Completion Statement"** and the date of such recording shall be referred to as the **"Final Determination Date"**.

- 14.2. In the event, the Transferor Company and the Transferee Company are unable to agree on the amounts as on the Completion Date of the items set out in Clause 12.3 within the aforesaid period, the Transferor Company and the Transferee Company shall jointly engage the Independent Auditor within 10 (ten) days, who shall conduct an independent review of the Preliminary Completion Statement and determine the actual amounts as on the Completion Date of the items set out in Clause 12.3 in compliance with generally acceptable Indian accounting standards, rules and policies in accordance with Applicable Law, as consistently followed by Divestment Business Undertaking and as applied to the Accounts of the Divestment Business Undertaking, within 45 (forty five) days from the date of appointment of the Independent Auditor or such other date as may be agreed in writing between the Parties. Such final determination, in the format at **Schedule 1 (Completion Statement)**, shall be referred to as the **"Final Completion Statement"**. The date on which the Final Completion Statement is presented by the Independent Auditor shall be referred to as the **"Final Determination Date"**. During such review by the Independent Auditor, the Transferor Company and the Transferee Company shall each make available to the Independent Auditor access as required to, such individuals and such information, books and records as may be requested by the Independent Auditor to make its final determination.
- 14.3. The Transferor Company and the Transferee Company agree that, absent fraud, misconduct or manifest error, the Final Completion Statement determined by the Independent Auditor shall be final, conclusive and binding upon the Parties hereto.
- 14.4. The fees and disbursements payable to the Independent Auditor shall be borne by the Parties in equal proportions.
- 14.5. The Independent Auditor shall act as an expert and not as an arbitrator.
- 14.6. If the Final Purchase Consideration calculated in accordance with the Final Completion Statement, exceeds the Completion Date Payment (such difference, the **"Completion Underpayment"**) by an amount equal to at least INR 10,000,000 (Rupees Ten Million only), the Transferee Company shall pay to the Transferor Company within 5 (five) Business Days of the Final Determination Date, an amount equal to the Completion Underpayment by wire transfer of immediately available funds to the designated bank account of the Transferor Company.
- 14.7. If the Final Purchase Consideration calculated in accordance with the Final Completion Statement, is less than the Completion Date Payment (such difference, the **"Completion Overpayment"**) by an amount equal to at least INR 10,000,000 (Rupees



Ten Million only), the Transferor Company shall pay to the Transferee Company within 5 (five) Business Days of the Final Determination Date an amount equal to the Completion Overpayment by wire transfer of immediately available funds to a bank account designated in writing by the Transferee Company (such designation to be made at least 2 (two) Business Days prior to the day on which such payment is due).

- 14.8. For the avoidance of doubt, if the Completion Underpayment or the Completion Overpayment described in Clauses 14.6 or 14.7 above is less than INR 10,000,000 (Rupees Ten Million only), the Completion Date Payment shall not be adjusted and no payments shall be due under this Clause 14 and Completion Date Payment shall be treated as Final Purchase Consideration.
- 14.9. To the extent that any of the Parties or any of their respective Affiliates have any obligation, including under any mutual agreement in writing between the Parties, to indemnify or to make any other payment (other than the Purchase Consideration), no amount with respect to a matter to which such obligation or payment relates shall be included in the calculation of the Proposed Completion Statement, the Preliminary Completion Statement or the Final Completion Statement. No amount with respect to a matter shall be included more than once in the calculation of the Proposed Completion Statement, the Preliminary Completion Statement or the Final Completion Statement, as the case may be.
- 14.10. If in the event, the Transferor Company and the Transferee Company are unable to jointly engage the Independent Auditor as required under Clause 14.2, the Parties agree that immediately upon the expiry of the 10 (ten) day period specified in Clause 14.2, such Independent Auditor which is highest in the order of preference and which does not have a major conflict in performing the role required in relation to this Scheme shall be appointed as the independent auditor.
- 14.11. Unless otherwise mutually agreed in writing between the Parties, the Parties agree that all periodical charges and periodical outgoings of the Divestment Business Undertaking, including without limitation, rents, insurance, gas, electricity, telephone and water charges and liability to Tax shall be apportioned on a time basis, so that: (a) such part of the relevant charges attributable to the period ending at the Completion Date shall be borne by the Transferor Company and shall be paid and discharged by the Transferor Company, either by way of working capital adjustments or through credit/debit note raised by either the Transferor Company or Transferee Company, on or prior to the Completion Date (or if only determined later, immediately following such determination); and (b) such part of the relevant charges attributable to the period commencing on the day immediately following the Completion Date shall be paid and borne by the Transferee Company. It is clarified that where such periodical charges and periodical outgoings are determined on usage basis, apportionment of such charges or outgoings as contemplated in this Clause shall be on a usage basis.

15. ACCOUNTING TREATMENT IN THE BOOKS OF TRANSFEROR COMPANY

- 15.1. Upon the Scheme coming into effect, the Transferor Company shall account for the transfer of the Divestment Business Undertaking in its books of accounts in accordance with Companies (Indian Accounting Standard) Rules, 2015, as may be amended from



time to time, notified under Section 133 of the Act and generally accepted accounting principles in its books of accounts, in the following manner:

- 15.1.1. The Transferor Company shall account for the transfer and vesting of the Divestment Business Undertaking by de-recognizing the carrying values of the Divestment Assets and Divestment Liabilities, which have ceased to be the assets and liabilities of the Transferor Company, in accordance with applicable accounting standards.
- 15.1.2. The Transferor Company shall recognise Final Purchase Consideration, which will represent the fair value of assets and liabilities transferred as part of the Divestment Business Undertaking.
- 15.1.3. The difference between the Final Purchase Consideration and the derecognised values referred to in Clause 15.1.1 above would be recognised in statement of profit & loss account in accordance with applicable accounting standards.
- 15.1.4. For accounting purpose, the Scheme will be given effect from the date on which the Scheme becomes effective i.e., Effective Date.

16. ACCOUNTING TREATMENT IN THE BOOKS OF TRANSFeree COMPANY

- 16.1. The Transferee Company shall account for the transfer and vesting of the Divestment Business Understanding as of the Appointed Date by recording the Divestment Assets and Divestment Liabilities taken over under the Scheme at their fair values in accordance with applicable accounting standards.
- 16.2. The difference, if any, between the Final Purchase Consideration paid and the fair value of the net assets (fair value of Divestment Assets less fair value of Divestment Liabilities) will be adjusted in the goodwill / capital reserve account, as the case may be, in accordance with the applicable accounting standards.

17. CONCLUDED TRANSACTIONS AND VALIDITY OF EXISTING RESOLUTIONS

- 17.1. Nothing in the Scheme shall affect any transaction or proceeding already concluded by the Transferor Company in respect of the Divestment Business Undertaking, to the end and intent that the Transferee Company shall accept and adopt all acts, deeds and things done and executed by the Transferor Company in regard to the Divestment Business Undertaking as if it is done and executed by the Transferee Company itself.
- 17.2. Upon the coming into effect of the Scheme, the resolutions, if any, of the Transferor Company relating to the Divestment Business Undertaking, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company, unless revoked by the Transferee Company subsequent to the Effective Date.



PART – III

GENERAL TERMS AND CONDITIONS:

18. AMENDMENT OF MEMORANDUM OF ASSOCIATION OF THE TRANSFEREE COMPANY

- 18.1. Clause III (main objects) of the memorandum of association of the Transferee Company shall, as a part of and, upon the coming into effect of this Scheme and without any further act or deed, be amended to include the following clause as Clause III (A):

“To carry on the business of manufacture, imports, exports, distributors, dealers, and agents in chemicals, agro chemical products, seeds, pesticides, crop protection, plant and soil health products, customised and speciality fertilisers and other fertilisers such as Urea, MOP and DAP and NPK, SSP, Gypsum, Sulphuric Acid, Phosphoric Acid etc.

To carry on the business of manufacturing, trading, refining and preparing all classes and kinds of fertilizers and all classes and kinds of chemicals including other preparations arising from or required in the manufacture of any kind of fertilizers and chemicals and to carry on any operation or processes of mixing, granulating different chemicals or fertilizers.

To buy, sell, import, export, treat in and deal in any kind of chemicals, fertilizers or other things which the company is authorized to manufacture and any raw materials required for the manufacturing of any chemicals or fertilizers or other things which this company is authorized to manufacture.

To carry on manage, supervise and control the business of marketing, manufacturing, trading, export, import, supplying, distributing and dealing in products and services relating to spandex yarn or elastane yarns, synthetic fibres yarns, polyester and polyester deviates, PTA, PET, MEG, Polymers, Resin, cotton spinning, doubling, flax, hemp, jute spinning, linen spinning and cloth manufacturers, flax, hemp and wool merchants, wool combers, worsted yarn, stuff manufacturers, bleachers and dyers, bleaching/printing and dyeing materials used in Textile Industries and any type of natural fibre and manmade fibre.

To carry on manage, supervise and control the business of Solar sector including complete photovoltaic chain consisting of poly silicon, solar grade silicon, ingot, solar wafers, solar cells, solar modules, solar systems for various applications including power generation and solar thermal sector including solar thermal power plants and Petrochemicals and refinery, integrated power plants, fertilizers plant.

To sell in domestic / export knowhow, technology, intellectual property right, research and development, engineering service and other technical and professional services for manufacturing of spandex/elastane yarn, brand name, patent, recipe, process control of any item produced or purchased by company or being traded by company. The company can also provide technical assistant to setup spandex manufacturing facility.”



It is clarified that for the purposes of this Clause 18, the consent of the shareholders of the Transferee Company to this Scheme shall be sufficient for the purposes of effecting the above amendment in the objects of the Transferee Company, and shall be deemed to include consent under any other provisions of the Act that may be applicable and no further resolution under any provision, including Section 13, of the Act would be separately required.

19. OTHER BUSINESS

19.1. Upon the Scheme coming into effect and with effect from the Effective Date, the Other Business and all the assets, rights, title, interest, properties, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the Transferor Company.

19.2. All legal, taxation or other proceedings (whether civil or criminal including before any Governmental Authority) by or against the Transferor Company under any Applicable Laws whether pending on the Effective Date or which may be instituted at any time, and in each case relating to the liability, obligation or duties of the Transferor Company in respect of the Other Business shall be continued and enforced, after the Effective Date, by or against the Transferor Company only.

19.3. Up to and including and beyond the Effective Date:

- (a) the Transferor Company shall carry on and shall be deemed to have been carrying on all business and activities relating to the Other Business for and on its own behalf;
- (b) all profits accruing to the Transferor Company or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the Other Business shall, for all purposes, be treated as the profits or losses, as the case may be, of the Transferor Company; and
- (c) all assets and properties acquired by the Transferor Company in relation to the Other Business shall belong to and continue to remain vested with the Transferor Company.

20. APPLICATION TO THE TRIBUNAL(S)

20.1. The Parties shall, with all reasonable dispatch, make all necessary applications and petitions to the jurisdictional Tribunal(s) for sanctioning this Scheme under Sections 230 to 232 of the Act and other applicable provisions of the Act, and obtaining such other approvals, as required under Applicable Law.

20.2. The Parties shall be entitled, pending the effectiveness of the Scheme, to apply to any Governmental Authority, if required, under any Applicable Law for such consents and approvals, as agreed between the Parties, which the Parties may require to effect the



transactions contemplated under the Scheme, in any case subject to the terms as may be mutually agreed between the Parties.

21. INADVERTENT OMISSIONS, INADVERTENT TRANSFERS AND REFUNDS

- 21.1. The Transferor Company shall not retain any part of the Divestment Business Undertaking after the Completion Date, pursuant to transfer under the Scheme. If any part of the Divestment Business Undertaking is inadvertently retained by the Transferor Company after the Completion Date, the Transferor Company shall take such actions as may be required to ensure that such part of the Divestment Business Undertaking is transferred to the Transferee Company promptly and for no further consideration. Unless otherwise mutually agreed between the Parties in writing, the Transferor Company shall bear all costs and expenses as may be required for giving effect to this Clause 21.1.
- 21.2. No part of the Other Business shall be transferred to the Transferee Company after the Completion Date, pursuant to the transfer and the Scheme. If any part of the Other Business is inadvertently held by the Transferee Company after the Completion Date, the Transferee Company shall take such actions as may be required to ensure that such part of the Other Business is transferred back to the Transferor Company, promptly and for no consideration. Unless otherwise mutually agreed between the Parties in writing, the Transferor Company shall bear all costs and expenses as may be incurred by each of the Transferor Company and the Transferee Company for giving effect to this Clause 21.2.
- 21.3. If the Transferor Company (or any of its Affiliates), on the one hand, or Transferee Company (or any of its Affiliates), on the other hand, after the Completion Date, receive any funds properly belonging to the other Party, in accordance with the terms of this Scheme, or any other mutual agreement between the Parties in writing, including refunds from any Governmental Authorities, the receiving Party shall promptly so advise the other Party, shall segregate and hold such funds in trust for the benefit of such other Party and shall promptly deliver such funds, together with any interest earned thereon, to an account or accounts designated in writing by such other Party.

22. MODIFICATION OR AMENDMENTS TO THE SCHEME

- 22.1. Subject to Clause 22.4, the Parties may mutually, by their respective Boards of Directors or such other Person or Persons, as the respective Boards of Directors, may authorize, may make and/or consent to (i) any modifications / amendments to the Scheme (including but not limited to the terms and conditions thereof); or (ii) to any conditions or limitations that the Tribunal(s) or any other Governmental Authority may deem fit to direct or impose; or (iii) modification/ amendment which may otherwise be considered necessary, desirable or appropriate by them. No further approval of the shareholders or creditors of any of the Transferor Company or the Transferee Company shall be necessary for giving effect to the provisions of this Clause.



- 22.2. The Parties, by their respective Boards of Directors or such other Person or Persons, as the respective Boards of Directors may authorize (including any committee or sub-committee thereof), shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any authorities or otherwise howsoever arising out of, or under, or by virtue of the Scheme and/or any matter concerned or connected therewith, including but not limited to any questions relating to whether any assets or liabilities of the Transferor Company are included in the definition of "Divestment Business Undertaking".
- 22.3. For the purpose of giving effect to this Scheme or to any modifications or amendments or additions thereto, the Representatives of the Parties may jointly give and are hereby jointly authorised to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.
- 22.4. Notwithstanding anything stated in Clauses 22.1, 22.2, and 22.3 hereinabove, no amendments or changes to the Scheme shall be carried out or be permissible unless and until the same are approved by the Tribunal(s) before which the Parties have filed the petition for sanctioning the Scheme.

23. CONDITIONALITY OF THE SCHEME

- 23.1. The effectiveness of this Scheme shall be conditional upon the satisfaction or waiver (if applicable) of the following conditions:
- 23.1.1. approval of the Scheme by the requisite majorities of shareholders and/or creditors of each of the Transferor Company and the Transferee Company as required under Sections 230-232 of the Act;
- 23.1.2. approval of the Scheme by the Stock Exchanges and SEBI, pursuant to the Listing Regulations and the SEBI Circular;
- 23.1.3. approval of the Scheme by each jurisdictional Tribunal in terms of Sections 230-232 of the Act;
- 23.1.4. pursuant to the provisions of the Competition Act, 2002 of India and the rules and regulations thereunder, the CCI (or any appellate authority in India having appropriate jurisdiction) having granted or deemed to have granted the approval, if applicable, to the transaction envisaged in the Scheme in form and substance reasonably acceptable to the Parties;
- 23.1.5. the receipt or waiver (where permissible) of any approvals from third parties as mutually agreed in writing by the Parties as being required prior to effectiveness of this Scheme; and



23.1.6. the certified copies of the Tribunal Order(s) sanctioning this Scheme being filed with the respective jurisdictional RoC by the Transferor Company and the Transferee Company.

24. EFFECT OF NON-RECEIPT OF SANCTIONS

24.1. In the event any of the conditions stipulated in Clause 23 (*Conditionality of the Scheme*) are not satisfied (or waived as applicable) prior to the Long Stop Date or within such further period as may be mutually agreed upon between the Parties through their respective Boards of Directors (which Boards of Directors are hereby empowered and authorized to agree to from time to time without any limitation), this Scheme shall stand revoked and cancelled. In such an event, each Party shall bear and pay its respective costs, charges and expenses for and in connection with the Scheme.

24.2. The Boards of Directors of the Parties shall be entitled to withdraw this Scheme prior to the Effective Date. It is hereby clarified that notwithstanding anything to the contrary contained in this Scheme, neither the Transferor Company, nor the Transferee Company, shall be entitled to withdraw the Scheme unilaterally without the prior written consent of the other.

25. SEVERABILITY

25.1. If any part of this Scheme is invalid, ruled illegal by any Court of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Parties that such part shall be severable from the remainder of the Scheme. Further, if the deletion of such part of this Scheme may cause this Scheme to become materially adverse to the Transferor Company and/ or the Transferee Company, then in such case the Transferor Company and/ or the Transferee Company shall attempt to bring about a modification in the Scheme, as will best preserve for the Parties the benefits and obligations of the Scheme, including but not limited to such part.

25.2. If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the mutual agreement of the Parties, affect the validity or implementation of the other parts and/or provisions of this Scheme.

25.3. The non-receipt of any sanctions or approvals for a particular asset or liability forming part of any of the Divestment Business Undertaking getting transferred pursuant to this Scheme, shall not affect the effectiveness of the other parts of the Scheme.

26. COST, CHARGES AND EXPENSES

26.1. The Parties shall bear their respective taxes in respect of the transfer of Divestment Business Undertaking in accordance with this Scheme and the transactions hereby contemplated. The Parties shall bear their own respective legal, accounting,



professional and advisory fees, commissions, and other costs and expenses incurred by it in connection with this Scheme and the transactions thereby contemplated.

- 26.2. The Transferee Company shall be responsible and pay for all transfer charges, costs, transfer premiums, stamp duty and any registration charges in respect of transfer of Divestment Business Undertaking including any Divestment Assets, including the stamp duty payable on the Tribunal Order(s) or required to be paid in connection with the actions contemplated herein, except for stamp duty payable on the Tribunal Order in the State in which the registered office of the Transferor Company is situated.

27. FURTHER ACTIONS

- 27.1. In the event that any part of the Divestment Business Undertaking intended to be transferred under this Scheme does not get transferred on the Effective Date, the Parties undertake to take all necessary steps, and execute all necessary documents, to ensure the implementation of the transfer of such part of the Divestment Business Undertaking, without any further consideration to the Transferor Company. The Transferor Company shall hold in trust for, and put in place necessary arrangements to allow the Transferee Company to enjoy the benefit of and pay to the Transferee Company upon receipt thereof, such Divestment Assets, or any benefits arising therefrom, all income, proceeds and other monies received by the Transferor Company in connection with the Divestment Business Undertaking (net of any Taxes and any other costs and expenses incurred by the Transferor Company directly in relation to such amounts) pursuant to the arrangements under this Scheme or mutual agreement between the Parties in writing. It is clarified that any economic, financial, technical and operational responsibility and all related costs and expenses (direct and incurred), liabilities and taxes in connection with the Divestment Business Undertaking, shall rest and be borne entirely and exclusively by Transferee Company after Effective Date. The Transferee Company shall promptly pay, indemnify and hold harmless the Transferor Company for and from any such costs and expenses, losses, damages, liabilities and taxes or requirements under the Divestment Contract(s) after the Effective Date, if arising pursuant to this Clause.

28. SHAREHOLDERS' APPROVAL

- 28.1. It is hereby clarified that if pursuant to this Scheme any action is to be taken by any Party which requires the consent or approval of shareholders, then for such purposes, the consent or approval of the shareholders to the Scheme shall be deemed to be sufficient, and no further resolution of the shareholders would be required to be separately passed.

29. NO CAUSE OF ACTION

- 29.1. No third party claiming to have acted or changed its position in anticipation of this Scheme taking effect, shall get any cause of action against the Transferor Company or



the Transferee Company or their directors or officers, if the Scheme does not take effect or is withdrawn, amended or modified for any reason whatsoever.



SCHEDULE 1

COMPLETION STATEMENT

Part A – Working Capital Adjustment

Particulars	Note	INR Crs. XXX
Non-Current Assets		
Financial Assets		
Loans	1	
Other Financial Assets	2	
Other Non-Current Assets	3	
Sub Total		
Current Assets		
Inventories	4	
Financial Assets		
Subsidy Receivable	5	
Trade Receivable - Other than Subsidy	6	
Loans	7	
Other Financial Assets - Other than Subsidy	8	
Other Current Assets	9	
Sub Total		
Total Assets		
Non-Current Liabilities		
Financial Liabilities		
Long Term Borrowing	10	
Trade Payable		
Other Financial Liability	11	
Long-Term Provisions	12	
Other Non- Current Liabilities	13	
Sub Total		
Current Liabilities		
Financial Liability		
Short-Term Borrowings - SBA Loan		
Trade Payable	14	
Other Financial Liability	15	
Other Current Liabilities	16	
Short-Term Provisions	17	
Sub Total		
Total Liabilities		
Net Working Capital		
Less: Target Working Capital		



Working Capital Adjustment		
-----------------------------------	--	--

Remarks

- 1) Creditors for Capital Goods and Capital Advances to the extent considered in Capex Adjustment will not be considered in the above Working Capital Adjustment.
- 2) Any assets /liabilities /provisions made for Excluded Litigations will not be considered for above computation of NWC

		INR Crs.
Note 1 - FA - Loans (Non-Current)		
Security Deposits		
Loans to Employees		
Total		
		INR Crs.
Note 2: Other Financial Assets (Non-Current)		
Forward Covers		
Receivable towards Divested Business/Scrap		
Total		
		INR Crs.
Note 3 - Other Non-Current Assets		
Other Advances		
Balances with Government and other Authorities		
Security Deposit		
Prepaid Expenses		
Others		
Advance to Related Parties		
Total		
		INR Crs.
Note 4 - Inventories		
Raw materials		
Work-in-progress		
Finished goods		
Stock-in-trade		
By-Products		
Waste / Scrap		
Stores and Spare parts (including Loose Tools)		
Fuel		
Others (mainly Packaging Material, etc)		
Total		
		INR Crs.
Note 5 - Subsidy Receivable		
Subsidy Receivable forming part of Trade Receivable		
Subsidy forming part of Other Financial Assets		
Subsidy Receivable		



Break-up of Subsidy Receivable		
Old Subsidy as agreed to and identified between the Parties in writing		
Less: Provision @ 7.5% in respect of Updated Statement		
Slow Moving Subsidy as agreed to and identified between the Parties in writing		
Current Subsidy		
Subsidy Receivable		
		INR Crs.
Note 6 - Trade Receivable - Other than Subsidy		
Sundry Debtors		
Bills Receivable		
Foreign Exchange Revaluation		
Provision for Doubtful Debts		
Trade Receivables		
Less: Subsidy Receivable forming part of Trade Receivable		
Trade Receivable - Other than Subsidy		
		INR Crs.
Note 7 - Short Term Loans		
Security Deposits		
Loans		
Deposits with Bodies Corporate		
Total		
		INR Crs.
Note 8 - Other Financial Asset - Other than Subsidy		
Forward Covers		
Reimbursement of Expenses		
Recoverables		
Other Receivables from Related Parties		
Other Financial Assets		
Less: Subsidy forming part of Other Financial Assets		
Other Financial Asset - Other than Subsidy		
		INR Crs.
Note 9 - Other Current Assets		
Balances with Government and Other Authorities		
Other Advance		
Other Current Assets		
Security Deposit		
Advances to Related Parties		
Total		
		INR Crs.
Note 10 - Long-Term Borrowings		



Unsecured		
Deferred Sales Tax Loan (Interest free loan)		
Total		
		INR Crs.
Note 11 - Other Financial Liabilities		
OYVS Instalments (Deduction from Emp. Salary)		
OYFS (Deduction from Emp. Salary)		
Sundry Outstanding		
Security and Other Deposits		
Other Liabilities		
Trade Payable Others		
MTM on Derivative Instruments Liability NC		
Total		
		INR Crs.
Note 12 -Long Term Provisions		
Provision for Employee Benefits		
Other Long-Term Provisions		
Total		
		INR Crs.
Note 13 - Other Non- Current Liabilities		
Other Creditors		
Deferred Interest Income-Sales Tax Loan (interest free loan)		
Deferred Government Subsidy/Grant		
Contractor Workman Gratuity Liability		
Provision for RPO		
Total		
		INR Crs.
Note 14 - Trade Payables		
Accrued Expenses		
Liquidated Damages		
Retention Money		
Creditors		
Creditors - Small Scale Industries		
Acceptances		
Due to Related Parties		
Total		
		INR Crs.
Note 15 - Other Financial Liabilities		
Security Deposits		
Accrued expenses related to employees		
MTM on Derivative Instruments Liability		
Others (Including retention and damage charges)		
Total		



		INR Crs.
Note 16 - Other Current Liabilities		
Advance From Customers		
Others		
Security and other deposits		
Deferred Interest Income-Sales Tax Loan (Interest free loan)		
Deferred Government Subsidy/Grant		
Deferred Rent Income		
Statutory Liabilities		
Total		
		INR Crs.
Note 17 - Short Term Provisions		
Provision for Employee Benefits		
Provision against contingent liability		
Other Short-Term Provisions		
Short Term Provisions		
Less: Provisions against Excluded Litigation		
Short Term Provisions (Other than against Excluded Litigation)		



Part B – Capex Adjustment

	Amount (INR Cro.)
Amount as per Capex Plan	
+/- adjustment to Capex Plan	
Amount as per Adjusted Capex Plan	
- the cost of capex items on the Capex Plan incurred by the Transferor Company till Completion Date	
- capital expenditure incurred by the Transferor Company with the prior written consent of the Transferee Company	
+ creditors for capital goods towards each item at the Completion Date	
Capex Adjustment (a)	
Pro-Rata Capex Plan	
- the cost of such items on the Annual Capex Plan incurred by the Transferor Company till Completion Date	
+ creditors for capital goods towards each item at the Completion Date	
Capex Adjustment (b)	
Capex Adjustment (a) + (b)	
1. Capex Plan, for the purpose of the above statement, is the Capex Plan as defined under Clause 1.1.14 of this Scheme.	
2. Adjusted Capex Plan, for the purpose of the above statement, is the Adjusted Capex Plan as defined under Clause 1.1.3 of this Scheme.	
3. Pro-Rata Capex Plan, for the purpose of the above statement, is the Pro-Rata Capex Plan as defined under Clause 1.1.64 of this Scheme.	



SCHEDULE 2

DIVESTMENT REAL ESTATE

A. Lease hold land

U.P. STATE INDUSTRIAL DEVELOPMENT CORPORATION LTD. (UPSIDC/UPSIDA) Leasehold land situated at Jagdishpur Industrial Area, District Amethi				
Sl. No.	Industrial Area	Plot Nos./Sector Nos	Land Admeasureme nt (Sq. meters)	Land Admeasuremen t (Acres)
1.	Jagdishpur - Village Kamrauli & Kathaura	Sector Nos. 6,7,8,9,10,11 (Part), 13 (Part), 15, 17, 18 & 19		833.04
2.	Jagdishpur - Village Kamrauli	Sector No. 16 Plot Nos. C 12 to C 20	4,700	
3.	Jagdishpur - Village Sithauli	Sector No. 11 (remaining portion)		13.02
4.	Jagdishpur - Village Kamrauli	Sector No. -16 Plot No. C-11	763	
5.	Jagdishpur - Village Kamrauli	Sector No. 16 Plot No. 16/15A		3.61
6.	Jagdishpur - Village Sithauli	Sector No. 13 (Part)		22.00
7.	Jagdishpur - Village Kamrauli	Sector No. 16 Plot No. A- 10	3,315	
8.	Jagdishpur - Village Kamrauli	Plot No. S-2	2,320	

B. Free hold land

(i) Village - Kamrauli					
Sl. No.	Name of the Village		Khata No.	Gata No.	Area (Hect.)
1	Kamrauli Jagdishpur, Musafirkhana, Amethi	Pragana- Tehasil- District-	0054	787Min.	0.0630
				785Min.	0.0020
				515/2	0.0070
				554Min./2	0.0420
				555Min.	0.1260
				557Min.	0.0500
				538Min.	0.0310
				546Min.	0.0070
				547Min.	0.0360
				548Min.	0.0390
				550Min.	0.0100
551Min.	0.0280				



(i) Village - Kamrauli				
Sl. No.	Name of the Village	Khata No.	Gata No.	Area (Hect.)
			552Min.	0.0020
			556Min.	0.0040
			784Min.	0.0220
			786Min.	0.0360
			788Min.	0.0330
			538Min.	0.0310
			546Min.	0.0070
			547Min.	0.0360
			548Min.	0.0390
			550Min.	0.0100
			551Min.	0.0280
			553Min.	0.0020
			556Min.	0.0040
			784Min.	0.0220
			786Min.	0.0360
			788Min.	0.0330
			516/2Min.	0.0050
			508Min.	0.0300
			536Min.	0.0610
			536Min.	0.0610
	Total		32 plots	0.9430
2			785	0.0380
	Grand Total		33 Plots	0.9810

(ii) Village - Jalalpur Tiwari				
Sl. No.	Name of the Village	Khata No.	Gata No.	Area (Hect.)
1	Jalalpur Tiwari Pragana- Jagdishpur, Tehasil- Musafirkhana, District-Amethi		570Min.	0.0530
			548Min.	0.0570
			591Min.	0.0350
			530Min.	0.0510
			549Min.	0.0890
			588Min.	0.0690
			541Min.	0.2150
			592Min.	0.0650
			567Min.	0.2660
			547Min.	0.0190
	Total		10 plots	0.9190
2			506	0.0630
	Grand Total		11 Plots	0.9820



(iii) Village – Sathin				
Sl. No	Name of the Village	Khata No	Gata No.	Area (Hect.)
1	Sathin Pragana-Jagdishpur, Tehasil-Musafirkhana, District-Amethi	00105	949	0.1900
			1341Kha	0.2400
		Total	2 Plots	0.4300
2		00871	761	0.6000
3		00850	766	0.0670 share1/2 i.e. 0.0335
Grand Total			04 Plots	1.0635

C. Gram Sabha allotted land – Right to use

Freehold Land - Right to use				
Sl. No	Name of the Village	Khata No	Gata No.	Area (Hect.)
1	Sathin Pragana-Jagdishpur, Tehasil-Musafirkhana, District-Amethi	00001	762Fa	0.1050
			765	0.1140
			763	0.8030
			950	0.0890
			764	0.9110
			899Kha	0.1390
			906Kha	0.8090
			951	0.0510
			948/2375	0.1770
	Grand Total	9 plots	3.1980	



SCHEDULE 3
EXCLUDED LITIGATIONS

Table 1

Sr. No.	Notice/ Summon/Case No.	Authority before which pending	Nature of the Case	Description of the matter
1	Case no. 686/2011	Additional Commissioner of Appeals - Grade I, Lucknow	Civil Case	This matter pertains to demand raised by the assessing authority against the Transferor Company on issuance of Form C under the Central Sales Tax Act, 1956 for purchase of natural gas, allegedly considering it as intra-state transaction, and raising penalty in relation thereof.

Table 2

Sr. No.	Notice/ Summon/Case No.	Authority before which pending	Nature of the Case	Description of the matter
1	Case no. 12573/2010	High Court of Allahabad, Lucknow Bench	Civil Case	This matter pertains to demand by a government authority against the Transferor Company in relation to maintenance charges concerning the land allotted to the Transferor Company.

Table 3

Sr. No.	Notice/ Summon/ Case No.	Authority before which pending	Nature of the Case	Description of the matter
1	C. No.99/2012	Chief Judicial Magistrate, Sultanpur	Criminal Case	This matter pertains to a charge sheet submitted before the CJM u/s 384 of the Indian Penal Code 1860, upon an FIR filed against <i>inter alia</i> a Transferor Company personnel.



Sr. No.	Notice/ Summon/ Case No.	Authority before which pending	Nature of the Case	Description of the matter
2	C. No. 3775/1998	Chief Judicial Magistrate, Sultanpur	Criminal Case	This matter pertains to issuance of a notice against the factory manager for alleged non-compliance of specified acts.
3	C. No.480/2008	Chief Judicial Magistrate, Sultanpur	Criminal Case	This matter pertains to an FIR filed against <i>inter alia</i> Transferor Company personnel in relation to an alleged event at the school premises.
4	COMA/16276/2017	CJM First Class, Ludhiana	Criminal Case	This matter pertains to the chief agricultural officer of Ludhiana having allegedly found Bantonite sample sub-standard, and since Transferor Company was also marketing this product one of its employee received summon as responsible officer.
5	CRM-M-49200-2018	Punjab & Haryana High Court	Criminal Case	This matter pertains to the chief agricultural officer of Ludhiana having allegedly found Bantonite sample to be sub-standard, and since Transferor Company was also marketing this product one of its employee received summon as responsible officer.
6	COMA/275/2019	Chief Judicial Magistrate, Jind	Criminal Case	This matter pertains to alleged non-conformity of a sample of Zinc Sulphate heptahydrate with the applicable legal specifications.
7	COMA/214/2018	Chief Judicial Magistrate, Faridkot	Criminal Case	This matter pertains to alleged non-conformity of Zinc Sulphate sample with the applicable legal specifications.


Table 4



Sr. No.	Notice/ Summon/Case No.	Authority before which pending	Nature of the Case	Description of the matter
1	C. No. 05/1998	Special Sessions Judge, Moga, Punjab	Criminal	This case pertains to alleged non-conformity of a DAP sample, collected from one of the dealers of the Transferor Company, with the prescribed legal specifications. Transferor Company personnel was impleaded as one of the parties to the case.
2	1527/2005	Punjab & Haryana High Court	Criminal	This case pertains to alleged non-conformity of a DAP sample, collected from one of the dealers of the Transferor Company, with the prescribed legal specifications. Transferor Company personnel was impleaded as one of the parties to the case.
3	CRM - 19807/2006	Punjab & Haryana High Court	Criminal	This case pertains to alleged non-conformity of a DAP sample, collected from one of the dealers of the Transferor Company, with the prescribed legal specifications. Transferor Company personnel was impleaded as one of the parties to the case.
4	728/2006	Punjab & Haryana High Court	Criminal	This case pertains to alleged non-conformity of a DAP sample, collected from one of the dealers of the Transferor Company, with the prescribed legal specifications. Transferor Company personnel was impleaded as one of the parties to the case.

CERTIFIED TRUE COPY

For INDORAMA INDIA PVT. LTD.


Authorised Signatory



52

CERTIFIED TRUE COPY
FOR GRASIM INDUSTRIES LIMITED


HUTOKSHI WADIA
COMPANY SECRETARY

