

**SCHEME OF AMALGAMATION
OF
RESINOVA CHEMIE LIMITED
AND
ASTRAL BIOCHEM PRIVATE LIMITED
WITH
ASTRAL LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

This Scheme (as defined hereinafter) is presented pursuant to the provisions of Section 230 to 232 and other relevant provisions of the Companies Act, 2013, as may be applicable, and also read with Section 2(1B) and other relevant provisions of the Income Tax Act 1961, as applicable for the amalgamation of Resinova Chemie Limited (Transferor Company -1) and Astral Biochem Private Limited (Transferor Company -2) (collectively Transferor Companies) with Astral Limited (Transferee Company) , on a going concern basis.

1. DESCRIPTION OF COMPANIES AND BACKGROUND

- A. Resinova Chemie Limited, (herein after referred to as 'Resinova' or Transferor Company-1); is a closely held public limited Company, originally incorporated on 16th September, 2009 as a private limited company under the provisions of the Companies Act, 1956 in the name and style of Advanced Adhesives Private Limited with the Registrar of Companies, Gujarat. The company was converted to a public limited company and name was changed to Advanced Adhesives Limited vide certificate issued by the Registrar of Companies, Gujarat dated 31st January, 2011. The name of the company was changed to Resinova Chemie Limited pursuant to the order passed by the High Court of Gujarat, dated 18th January, 2016 sanctioning the Scheme of Amalgamation of erstwhile Resinova Chemie Limited with the present Transferor Company - 1 and the fresh certificate of incorporation consequent to change of name was issued by the Registrar of Companies, Gujarat on 23rd February, 2016. The Corporate Identification Number of the

Company is U24295GJ2009PLC058120. The Company has its registered office at 'Astral House', 207/1, Behind Rajpath Club, Off. S. G. Highway, Ahmedabad 380059 in the state of Gujarat. The company is engaged in manufacturing and supplying highly diversified range of adhesives, sealants, putties, sanitizers, surface cleaners, disinfectants and construction chemicals used in various applications. The Transferor Company- 1 has three production facilities at Rania and Unnao (Uttar Pradesh) and Santej (Gujarat). Astral Limited, the Transferee Company under the present scheme holds 97.45% of equity share capital of Resinova and hence Transferor Company- 1 is subsidiary company of the Transferee Company.

- B. Astral Biochem Private Limited, (herein after referred to as 'ABPL' or Transferor Company-2); is a private limited company. It was incorporated on 17th July, 2008 as a private limited company under the provisions of the Companies Act, 1956 with the Registrar of Companies, Gujarat. The Corporate Identification Number of the Company is U01407GJ2008PTC054506. The registered office of the said company is situated at 'Astral House', 207/1, Behind Rajpath Club, Off. S. G. Highway, Ahmedabad 380 059 in the state of Gujarat. The said company is not carrying out any commercial activity currently. Astral Limited, the Transferee Company under the present scheme holds 100% of equity share capital of ABPL and hence Transferor Company-2 is wholly owned subsidiary company of the Transferee Company.
- C. Astral Limited, formerly known as Astral Poly Technik Limited (hereinafter referred to as 'Astral' or 'Transferee Company') is a listed Public Limited company. It was originally incorporated on 25th March 1996 as a private limited company under the provisions of the Companies Act, 1956 in the name and style of Astral Poly Technik Private Limited with the Registrar of Companies, Gujarat. The Transferee Company was converted to a public limited company and name was changed to Astral Poly Technik Limited vide certificate issued by the Registrar of Companies, Gujarat dated 29th September 2006. The name of the

Company was changed to Astral Limited by Shareholders' Resolution dated 9th March, 2021 and the fresh certificate of incorporation consequent to change of name was issued by the Registrar of Companies on 12th April, 2021. The Corporate Identification Number of the Company is L25200GJ1996PLC029134. The registered office of the Transferee Company is situated at 'Astral House', 207/1, Behind Rajpath Club, Off. S. G. Highway, Ahmedabad 380 059 in the state of Gujarat. The shares of the company are currently listed at BSE Limited as well as National Stock Exchange of India Limited ("Stock Exchanges"). It is engaged in manufacturing and supply of CPVC/ PVC/Corrugated pipes and fittings, which are widely used for piping requirements in different segments like plumbing, drainage, industrial, agriculture, infrastructure etc. and plastic water tanks. The Company is equipped with production facilities at Santej and Dholka (Gujarat), Sangli and Aurangabad (Maharashtra), Ghiloth (Rajasthan), Sitarganj (Uttarakhand) and Hosur (Tamil Nadu). It is the holding company for both the Transferor Companies under the Scheme as referred hereinabove.

2. RATIONALE FOR THE SCHEME OF AMALGAMATION:

- A. The rationale for the proposed Scheme is set out below:
- i. Enhanced scale of operations and reduction in overheads, administrative, managerial, technology and other expenditure, operational rationalization, organizational efficiency and optimal utilization of various resources;
 - ii. Improved shareholder value for all the companies by way of improved financial structure and cash flows, increased asset base and stronger consolidated revenue and profitability;
 - iii. Enhanced leveraging capability of the combined entity which in turn will allow the combined entity to undertake future expansion strategies and to tap bigger opportunities in the industry;

- iv. Additional strength and greater focus to the operations and utilization of resources pursuant to consolidation of managerial expertise of the companies;
- v. Enhanced ability to the utilize existing brand names of Astral providing better recognition and recall of the adhesive business across the country;
- vi. Explore greater synergies with increased distribution of adhesive products across the existing distributors network of Astral with efficient packaging and logistics across the country;;
- vii. Simplification of group structure by eliminating multiple companies and enabling increased focus on core competencies for greater shareholder value creation.

3. DEFINITIONS

In the Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the following meanings:

- 3.1 **“Act”** or **“the Act”** means the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and includes any alterations, modifications, amendments made thereto and/or any re-enactment thereof;
- 3.2 **“Appointed Date”** means 1st April, 2021, or such other date as may be directed by the NCLT and is the date with effect from which the Scheme shall upon sanction by the NCLT, be deemed to be operative;
- 3.3 **“Board of Directors”** or **“Board”** in relation to each of the Companies, as the case may be, means the Board of Directors of such companies and shall, unless repugnant to the context, include a committee of directors or any person authorized by the Board of Directors or such committee of Directors;

3.4 **“Effective Date”** means the last date on which the certified copies of the Order of Hon’ble National Company Law Tribunal, Ahmedabad Bench under Section 230 to 232 and other applicable provisions of the Companies Act, 2013 sanctioning the Scheme are filed with the Registrar of Companies, Gujarat at Ahmedabad by the Transferor Company -1, the Transferor Company – 2 and the Transferee Company;

Any references in this Scheme to the date of “coming into effect of this Scheme” or “Scheme becoming effective” shall mean the Effective Date.

3.5 **“Encumbrance”** means:

- (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance or interest of any kind securing, or conferring any priority of payment in respect of any obligation of any Person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law; (ii) a contract to give or refrain from giving any of the foregoing; (iii) any voting agreement, interest, option, right of first offer, refusal or transfer restriction in favour of any Person; and (iv) any adverse claim as to title, possession or use; and the term “Encumbered” shall be construed accordingly;

3.6 **“NCLT” or “National Company Law Tribunal”** means the National Company Law Tribunal, Ahmedabad Bench or such other forum or authority as may be vested with any of the power to approve the Scheme under the Act;

3.7 **“New Equity Shares”** has the meaning given to it in Clause 9.1 of the Scheme;

- 3.8 **“Record Date”** means the date or dates to be fixed by the Board of Directors of the Transferee Company for the purpose of determining the shareholders of the Transferor Company-1 to whom New Equity Shares (as defined under) of the Transferee Company will be allotted pursuant to the Scheme;
- 3.9 **“Scheme” or “the Scheme” or “this Scheme”** means this Scheme of Amalgamation, with or without any modification approved or imposed or directed by the Tribunal;
- 3.10 **“SEBI Circular”** means Circular issued by Securities and Exchange Board of India (SEBI) bearing No. CFD/DIL3/CIR/2017/21 dated 10th March, 2017 including any amendments thereof.
- 3.11 **“Stock Exchanges”** means BSE Limited and National Stock Exchange of India Limited;
- 3.12 **“Transferor Company-1”** means Resinova Chemie Limited or ‘Resinova’ a company incorporated under the Companies Act, 1956 having its registered office at ‘Astral House’, 207/1, Behind Rajpath Club, Off. S. G. Highway, Ahmedabad 380 059 in the state of Gujarat.
- 3.13 **“Transferor Company-2”** means Astral Biochem Private Limited or ‘ABPL’ a company incorporated under the Companies Act, 1956 having its registered office at ‘Astral House’, 207/1, Behind Rajpath Club, Off. S. G. Highway, Ahmedabad 380 059 in the state of Gujarat.
- The Transferor Company-1 and the Transferor Company-2 are collectively referred as **“Transferor Companies”**.
- 3.14 **“Transferee Company”** means Astral Limited (formerly known as Astral Poly Technik Limited,) or ‘Astral’ a company incorporated under the Companies Act, 1956 having its registered office at ‘Astral House’, 207/1, Behind Rajpath Club, Off. S. G. Highway, Ahmedabad 380 059 in the state of Gujarat.

3.15 **“Undertakings”** means and includes the whole undertakings and entire business of the Transferor Companies as a going concern, including, without limitation:

- (a) all the movable and immovable properties, tangible or intangible, including all computers and accessories, software, applications and related data, equity shares, preference shares and other securities of associate/ subsidiary/ joint venture companies, plant and machinery, equipment, furniture, fixtures, vehicles, stocks and inventory including, cables, leasehold assets and other properties, real, corporeal and incorporeal, in possession or reversion, present and contingent assets (whether tangible or intangible) of whatsoever nature, inverters, electrical fittings, submersible pumps, electrical erections, earthing and lighting systems, cash in hand, amounts lying in the banks, investments, escrow accounts, claims, powers, authorities, allotments, approvals, consents, letters of intent, registrations, contracts, engagements, arrangements, rights, credits, titles, interests, benefits, advantages, freehold/ leasehold rights, brands, sub-letting tenancy rights, leave and license permissions, goodwill, other intangibles, industrial and other licenses, approvals, permits, authorisations, trademarks, trade names, patents, patent rights, copyrights, and other industrial and intellectual properties and rights of any nature whatsoever including know-how, websites, portals, domain names, or any applications for the above, assignments and grants in respect thereof, import quotas and other quota rights, right to use and avail of telephones, telex, facsimile, email, internet, leased lines and other communication facilities, connections, installations and equipment, electricity and electronic and all other services of every kind, nature and description whatsoever, provisions, funds, and benefits (including all work-in progress), of all agreements, arrangements, deposits, advances, recoverable and receivables, whether from government, semi-government, local authorities or any other Person including customers, contractors or other counter parties, etc., all earnest monies and/ or deposits, privileges, liberties, easements, advantages, benefits,

exemptions, licenses, privileges and approvals of whatsoever nature and wheresoever situated, belonging to or in the ownership, power or possession or control of or vested in or granted in favour of or enjoyed by the Transferor Companies;

- (b) all receivables, loans and advances, including accrued interest thereon, all advance payments, earnest monies and/ or security deposits, payment against warrants, if any, or other entitlements of the Transferor Companies;
- (c) all contracts, agreements, purchase orders/ service orders, operation and maintenance contracts, memoranda of understanding, memoranda of undertaking, memoranda of agreements, memoranda of agreed points, bids, tenders, tariff orders, expression of interest, letter of intent, hire purchase agreements, lease/ licence agreements, tenancy rights, agreements/ panchnamas for right of way, equipment purchase agreements, agreement with customers, purchase and other agreements with the supplier/ manufacturer of goods/ service providers, other arrangements, undertakings, deeds, bonds, schemes, insurance covers and claims and clearances and other instruments of whatsoever nature and description, whether written, oral or otherwise and all rights, title, interests, claims and benefits thereunder;
- (d) investments in shares, debentures and other securities held by the Transferor Companies;
- (e) all the debts (along with any encumbrance), liabilities, duties and obligations including contingent liabilities of the Transferor Companies; and
- (f) all books, records, files, papers, engineering and process information, records of standard operating procedures, computer programs along with their licenses, drawings, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers,

customer credit information, customer pricing information and other records whether in physical or electronic form, in connection with or relating to the business of the Transferor Companies.

- (g) all the employees, who are on the payrolls of the Transferor Companies, at its respective offices, branches or otherwise,

All terms and words used in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, as applicable, the Income Tax Act and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof for the time being in force.

4. SHARE CAPITAL

4.1 The capital structure of Resinova, the Transferor Company-1 as on 30th September, 2021 is as under:

Authorised Share Capital	Amount in Rs.
57,50,000 Equity Shares of Rs.10/- Each	5,75,00,000
Total	5,75,00,000
Issued, Subscribed & Paid Up Share Capital	Amount in Rs.
2,93,895 Equity Shares of Rs.10/- Each fully paid up	29,38,950
Total	29,38,950

There has been no change in the issued, subscribed and paid up share capital of Resinova till date. The shares of the company are held by Astral Limited, the Transferee Company, to the extent of 97.45% of the total paid up share capital.

4.2 The capital structure of ABPL, the Transferor Company-2 as on 30th September, 2021 is as under:

Authorised Share Capital	Amount in Rs.
50,000 Equity Shares of Rs.10/- Each	5,00,000
Total	5,00,000
Issued, Subscribed & Paid Up Share Capital	Amount in Rs.
50,000 Equity Shares of Rs.10/- Each fully paid up	5,00,000
Total	5,00,000

There has been no change in the issued, subscribed and paid up share capital of ABPL till date. The entire paid up share capital is held by Astral Limited, the Transferee Company.

4.3 The capital structure of Astral, the Transferee Company, as on 30th September, 2021 is as under:

Authorised Share Capital	Amount in Rs.
21,05,00,000 Equity shares of Re. 1/- each	21,05,00,000
Total	21,05,00,000
Issued, Subscribed & Paid Up Share Capital	Amount in Rs.
20,09,20,181 Equity shares of Re. 1/- each fully paid up	20,09,20,181
Total	20,09,20,181

There has been no change in the issued, subscribed and paid up share capital of Astral till date.

5. TRANSFER AND VESTING OF THE UNDERTAKINGS

5.1 Upon the coming into effect of the Scheme with effect from the Appointed Date, the Undertakings of the Transferor Companies shall, pursuant to the sanction of the Scheme by the NCLT and pursuant to the provisions of Section 230 – 232 of the Companies Act, 2013, and all other provisions of applicable law, if any as applicable, will be and shall stand transferred to and vested in and/or be deemed to

have been transferred to and vested in the Transferee Company, as a going concern, without any further act, instrument, deed, matter or thing so as to become, as and from the Appointed Date, the undertaking of the Transferee Company by virtue of and in the manner provided in this Scheme.

5.2 Without prejudice to the generality of Clause 5.1 above, upon the coming into effect of the Scheme and with effect from the Appointed Date:-

- a) All the estate, assets (including intangible assets), properties, investments of all kinds, rights, claims, title, interest and authorities including accretions and appurtenances, whether or not provided and/or recorded in the books of accounts of the Transferor Companies, comprised in the Undertakings of whatsoever nature and where-so-ever situated shall, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, will be and shall stand transferred to and vested in the Transferee Company and/or be deemed to be transferred to and vested in the Transferee Company as a part of the transfer of the Undertakings as a going concern so as to become, as and from the Appointed Date, the estate, assets (including intangible assets), properties, investments of all kinds, rights, claims, title, interest and authorities including accretions and appurtenances of the Transferee Company.
- b) Such of the assets and properties of the Transferor Companies as are movable in nature or incorporeal property or are otherwise capable of transfer by delivery or possession, or by endorsement and/or delivery shall, without any cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred to and vested in the Transferee Company and/or be deemed to stand transferred to the Transferee Company as a part of the transfer of the Undertaking as a going concern so as to become from the Appointed date the assets and properties of the Transferee Company. The vesting pursuant to this

sub-clause shall be deemed to have occurred by physical or constructive delivery or by endorsement and delivery or by vesting and record pursuant to this Scheme, as appropriate to the property being vested and title to the property shall be deemed to have been transferred accordingly.

- c) All other movable properties of the Transferor Companies, including investments of all kinds, sundry debtors, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, deposits with any Government, quasi government, local or other authority or body or with any company or other person, shall without any further act, instrument or deed, cost or charge, be and shall stand transferred to and vested in the Transferee Company and/or deemed to have been transferred to and vested in the Transferee Company, by way of delivery of possession of the respective documents, as applicable, as a part of the transfer of the Undertakings as a going concern, so as to become from the Appointed Date, the assets and properties of the Transferee Company.
- d) The Transferee Company may, if it so deems appropriate, give notice in such form as it deems fit and proper, to each such debtor or obligor, that pursuant to the sanction of this Scheme by the NCLT, such debt, loan, advance, claim, bank balance, deposit or other asset be paid or made good or held on account of the Transferee Company as the person entitled thereto, to the end and intent that the right of the Transferor Companies to recover or realize all such debts (including the debts payable by such debtor or obligor to the Transferor Companies) stands transferred and assigned to the Transferee Company and that appropriate entries should be passed in the books of accounts of the relevant debtors or obligors to record such change. It is hereby clarified that investments, if any, made by the Transferor Companies and all the rights, title and interest of the Transferor Companies in any licensed properties or leasehold properties shall, pursuant to the Act and the provisions of this Scheme, without any further act or

deed, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company.

- e) All immovable properties, if any of the Transferor Companies, including land together with the buildings and structures standing thereon and rights and interests in immovable properties of the Transferor Companies, whether freehold or leasehold or licensed or otherwise and all documents of title, rights and easements in relation thereto shall stand transferred to and be vested in and transferred to and/or be deemed to have been transferred to and vested in the Transferee Company, without any further act or deed done or being required to be done by the Transferor Companies and/or the Transferee Company. The Transferee Company shall be entitled to exercise all rights and privileges attached to the aforesaid immovable properties and shall be liable to pay the ground rent and taxes and fulfil all obligations in relation to or applicable to such immovable properties. The mutation of the ownership or title, or interest in the immovable properties shall, upon this Scheme becoming effective, be made and duly recorded in the name of the Transferee Company by the appropriate authorities pursuant to the sanction of this Scheme by the NCLT in accordance with the terms hereof. It is however clarified that the applicable stamp duty for such transfer on amalgamation under the order of the Hon'ble Tribunal shall be duly paid.
- f) All lease license or rent agreements entered into by the Transferor Companies with various landlords, owners and lessors in connection with the use of the assets of the Transferor Companies, together with security deposits and advance/prepaid lease/license fee, etc., shall stand automatically transferred and vested in favour of the Transferee Company on the same terms and conditions without any further act, instrument, deed, matter or thing being made, done or executed. The Transferee Company shall continue to pay rent or lease or license fee as provided for in such agreements, and the Transferee Company and the relevant landlords, owners and lessors shall continue to comply with the terms, conditions and covenants there-under. Without limiting the generality of the foregoing, the Transferee Company shall also be

entitled to refund of security deposits paid under such agreements by the Transferor Companies.

- g) All permissions, approvals, consents, subsidies, incentives, privileges, income tax benefits and exemptions, indirect tax benefits and exemptions, all other rights, benefits and liabilities related thereto, licenses, powers and facilities of every kind, nature and description whatsoever, provisions and benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Transferor Companies enjoyed or conferred upon or held or availed of by the Transferor Companies and all rights and benefits that have accrued or which may accrue to the Transferor Companies, whether on, before or after the Appointed Date, if any, shall stand transferred to and vested in and/or be deemed to be transferred to and vested in the Transferee Company as a part of the transfer of the Undertaking as a going concern, so as to become, as and from the Appointed Date, the permissions, approvals, consents, subsidies, privileges, income tax benefits and exemptions, indirect tax benefits and exemptions, all other rights, benefits and liabilities related thereto, licenses, powers and facilities of every kind, nature and description whatsoever, provisions and benefits of all agreements, contracts and arrangements, of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions. It is further clarified that they shall be deemed to have originally been given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof and the obligations and duties there under, and the rights and benefits under the same shall be available to the Transferee Company.
- h) All contracts, deeds, bonds, agreements, schemes, arrangements and other instruments, permits, its rights, entitlements, licenses (including the licenses granted by any Governmental, statutory or regulatory bodies) for the purpose of carrying on the business of the Transferor Companies, and in relation thereto, and those relating to tenancies, privileges, powers, facilities of every kind and

description of whatsoever nature in relation to the Transferor Companies, or to the benefit of which, the Transferor Companies may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect on, against or in favour of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary or obligor thereto. In relation to the same, any procedural requirements required to be fulfilled solely by the Transferor Companies (and not by any of its successors), shall be fulfilled by the Transferee Company as if it is the duly constituted attorney of that Transferor Companies.

- i) Without prejudice to the generality of the foregoing, all leave and license agreements/deeds, lease agreements/deeds, bank guarantees, corporate guarantees, performance guarantees and letters of credit, hire purchase agreements, lending agreements and such other agreements, deeds, documents and arrangements pertaining to the business of the Transferor Companies or to the benefit of which the Transferor Companies may be eligible and which are subsisting or having effect immediately before the Effective Date, including all rights and benefits (including benefits of any membership, deposit, advances, receivables or claims) arising or accruing there from, shall, with effect from Appointed Date and upon this Scheme becoming effective, by operation of law pursuant to the vesting orders of the NCLT, be deemed to be contracts, deeds, bonds, agreements, schemes, arrangements and other instruments, permits its, rights, entitlements, licenses, memberships of the Transferee Company. Such property and rights shall stand vested in the Transferee Company and shall be deemed to have become the property of the Transferee Company by operation of law, whether the same is implemented by endorsement or delivery and possession or record in any other manner.
- j) All the intellectual property rights of any nature whatsoever, including but not limited to intangible assets appertaining to the Transferor Companies, whether or not provided in books of

accounts of the Transferor Companies, shall stand transferred and vested in the Transferee Company as a part of the transfer of the Undertaking as a going concern, so as to become, as and from the Appointed Date, the intellectual property of the Transferee Company.

- k) All taxes (including but not limited to advance tax, tax deducted at source, minimum alternate tax credits, securities transaction tax, taxes withheld/paid in a foreign country, value added tax, sales tax, goods and services tax, service tax, excise duty, etc.) payable by or refundable to or being the entitlement of the Transferor Companies, including all or any refunds or claims shall be treated as the tax liability or refunds/credits/claims, as the case may be, of the Transferee Company, and any tax incentives, advantages, privileges, exemptions, credits, tax holidays, remissions, reductions, as would have been available to the Transferor Companies, shall pursuant to this Scheme becoming effective, be available to the Transferee Company. Benefit of tax losses including brought forward business loss, unabsorbed depreciation, etc., up to Appointed Date, shall be available to Transferee Company with effect from Appointed Date in terms of section 72A of Income Tax Act.

- l) The Transferee Company shall be entitled to claim refunds or credits, including Input Tax Credits, with respect to taxes paid by, for, or on behalf of, the Transferor Companies under applicable laws, including but not limited to sales tax, value added tax, goods and services tax, service tax, excise duty or any other tax, whether or not arising due to any inter se transaction, even if the prescribed time limits for claiming such refunds or credits have lapsed. For the avoidance of doubt, Input Tax Credits already availed of or utilized by the Transferor Companies and the Transferee Company in respect of inter se transactions shall not be adversely impacted by the cancellation of inter se transactions pursuant to this Scheme.

- m) All statutory rights and obligations of Transferor Companies would vest on/accrue to Transferee Company. Hence, obligation of the Transferor Companies, prior to the Effective Date, to issue or receive any statutory declaration or any other Forms by whatever name called, under the State VAT Acts or the Central Sales Tax Act or Central and/or State Goods and Services Tax Act or any other act for the time being in force, would be deemed to have been fulfilled if they are issued or received by Transferee Company and if any Form relating to the period prior to the said Effective Date is received in the name of the Transferor Companies, it would be deemed to have been received by the Transferee Company in fulfilment of its obligations.
- n) Benefits of any and all corporate approvals as may have already been taken by the Transferor Companies, whether being in the nature of compliances or otherwise, shall stand transferred to and vested in the Transferee Company as a part of the transfer of the Undertaking as a going concern, and the said corporate approvals and compliances shall be deemed to have originally been taken and complied with by the Transferee Company.
- o) The resolutions, if any, of the Transferor Companies, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the Act as applicable, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.
- p) Such of the assets comprised in the Undertaking and which are acquired by the Transferor Companies on or after the Appointed Date but prior to the Effective Date, shall stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company as a part of the transfer of the

Undertaking as a going concern, so as to become, as and from the Appointed Date, the assets of the Transferee Company.

5.3 Without prejudice to the generality of Clause 5.1 above, upon the coming into effect of this Scheme and with effect from the Appointed Date:-

- a) All the Liabilities, whether or not provided in the books of the Transferor Companies, shall without any notice or other intimation to any third party for the transfer of the same, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company as a part of the transfer of the Undertakings as a going concern and the same shall be assumed by the Transferee Company, to the extent they are outstanding on the Effective Date and shall become as and from the Appointed Date the Liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Companies, and the Transferee Company shall meet, discharge and satisfy the same.
- b) All Liabilities comprised in the Undertakings, and which are incurred or which arise or accrue to the Transferor Companies on or after the Appointed Date but prior to the Effective Date, shall stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company as a part of the transfer of the Undertaking as a going concern and the same shall be assumed by the Transferee Company and to the extent they are outstanding on the Effective Date on the same terms and conditions as were applicable to the Transferor Companies, and the Transferee Company shall meet, discharge and satisfy the same.
- c) Any Liabilities of the Transferor Companies as on the Appointed Date that are discharged by the Transferor Companies on or after the Appointed Date but prior to the Effective Date, shall be deemed to have been discharged for and on account of the Transferee Company.

- d) All loans raised and utilized (along with any encumbrances), liabilities, duties and taxes and obligations incurred or undertaken by the Transferor Companies on or after the Appointed Date but prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and shall stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company as a part of the transfer of the Undertakings as a going concern and the same shall be assumed by the Transferee Company and to the extent they are outstanding on the Effective Date, the Transferee Company shall meet, discharge and satisfy the same.
- e) Loans, advances and other obligations (including any arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Companies and the Transferee Company shall stand discharged and come to an end and there shall be no liability in that behalf on any party and the appropriate effect shall be given in the books of accounts and records of the Transferee Company.

5.4 This Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified under Section 2(1B) and other applicable provisions of the Income-tax Act 1961. If any of the terms or provisions of this Scheme is/are found or interpreted to be inconsistent with the provisions of Section 2(1B) of the Income-tax Act, 1961 at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of Section 2(1B) of the Income-tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with the provisions of Section 2(1B) of the Income-tax Act, 1961. Such modification will however not affect the other parts of the Scheme.

6. EMPLOYEES

6.1 Upon the coming into effect of this Scheme, all employees, who are on the payrolls of the Transferor Companies, shall become employees

of the Transferee Company with effect from the Effective Date, on such terms and conditions as are no less favourable than those on which they are currently engaged by the Transferor Companies, without any interruption of service as a result of this amalgamation and transfer. With regard to provident fund, gratuity, leave encashment and any other special scheme or benefits created or existing for the benefit of such employees of the Transferor Companies, upon this Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Companies for all purposes whatsoever, including with regard to the obligation to make contributions to relevant authorities, in accordance with the provisions of applicable laws or otherwise. It is hereby clarified that upon this Scheme becoming effective, the aforesaid benefits or schemes shall continue to be provided to the transferred employees and the services of all the transferred employees of the Transferor Companies for such purpose shall be treated as having been continuous.

6.2 The existing provident fund, employee state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme and any other special scheme (including without limitation any employees stock option plan) or benefits created by the Transferor Companies for its employees shall be continued on the same terms and conditions or be transferred to the existing provident fund, employee state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme, etc., being maintained by the Transferee Company or as may be created by the Transferee Company for such purpose. Pending such transfer, the contributions required to be made in respect of such employees shall continue to be made by the Transferee Company to the existing funds maintained by the Transferor Companies.

6.3 The Transferee Company undertakes that for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits to the employees of the Transferor Companies, the past services of such employees with the Transferor Companies shall also be taken into account and it shall pay the same accordingly, as and

when such amounts are due and payable. Upon this Scheme becoming effective, the Transferor Companies will transfer/handover to the Transferee Company, copies of employment information, including but not limited to, personnel files (including hiring documents, existing employment contracts, and documents reflecting changes in an employee's position, compensation, or benefits), payroll records, medical documents (including documents relating to past or ongoing leaves of absence, on the job injuries or illness, or fitness for work examinations), disciplinary records, supervisory files relating to its and all forms, notifications, orders and contribution/identity cards issued by the concerned authorities relating to benefits transferred pursuant to this sub-clause.

- 6.4 The Transferee Company shall continue to abide by any agreement(s)/ settlement(s) entered into by the Transferor Companies with any of its employees prior to Appointed Date and from Appointed Date till the Effective Date.

7. LEGAL PROCEEDINGS

- 7.1 All proceedings of whatsoever nature (legal and others, including any suits, appeals, arbitrations, execution proceedings, revisions, writ petitions, if any) by or against the Transferor Companies shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the Undertakings or anything contained in this Scheme but the said proceedings, shall, till the Effective Date be continued, prosecuted and enforced by or against the Transferor Companies, as if this Scheme had not been made.
- 7.2 Upon the coming into effect of this Scheme, all suits, actions, and other proceedings including legal and taxation proceedings, (including before any statutory or quasi-judicial authority or tribunal) by or against the Transferor Companies, whether pending and/or arising on or before the Effective Date shall be continued and / or enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been instituted and/or pending and/or arising by or against the Transferee Company.

7.3 The Transferee Company undertakes to have accepted on behalf of itself, all suits, claims, actions and legal proceedings initiated by or against the Transferor Companies transferred to its name and to have the same continued, prosecuted and enforced by or against the Transferee Company.

8. CONDUCT OF BUSINESS

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

- (a) the Transferor Companies shall carry on and be deemed to have carried on all business and activities and shall hold and stand possessed of and shall be deemed to hold and stand possessed of the entire Undertakings for and on account of, and in trust for, the Transferee Company;
- (b) all profits and income accruing or arising to the Transferor Companies, and losses and expenditure arising or incurred by the Transferor Companies for the period commencing from the Appointed Date shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure, as the case may be, of the Transferee Company;
- (c) any of the rights, powers, authorities or privileges exercised by the Transferor Companies shall be deemed to have been exercised by the Transferor Companies for and on behalf of, and in trust for and as an agent of the Transferee Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by the Transferor Companies shall be deemed to have been undertaken for and on behalf of and as an agent of the Transferee Company;
- (d) all taxes, where applicable, (including but not limited to advance income tax, tax deducted at source, minimum alternate tax, wealth tax, taxes withheld/paid in a foreign country, sales tax, valued added tax, goods and services tax, excise duty, customs duty, service tax, VAT, tax refunds) payable by or refundable to the Transferor Companies, including all or any tax refunds or tax liabilities or tax claims arising from pending tax proceedings, under

any law, on or before the Effective Date, shall be treated as or deemed to be treated as the tax liability or tax refunds/ tax claims (whether or not recorded in the books of the Transferor Companies) as the case may be, of the Transferee Company, and any unabsorbed tax losses and depreciation, etc., as would have been available to the Transferor Companies on or before the Effective Date, shall be available to the Transferee Company upon the Scheme coming into effect; and

8.2 Subject to the terms of the Scheme, the transfer and vesting of the Undertaking as per the provisions of the Scheme shall not affect any transactions or proceedings already concluded by the Transferor Companies on or with effect from the Appointed Date till the Effective Date. The Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Companies.

9. CONSIDERATION

9.1 Upon this Scheme becoming effective, the Transferee Company shall without any further application or deed, issue and allot its equity shares ("**New Equity Shares**"), credited as fully paid-up, to the extent indicated below to the shareholders of the Transferor Company-1 (other than the Transferee Company itself) holding shares in the Transferor Company and whose names appear in the Register of Members on the Record Date or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of the Transferee Company, in the following ratio ("**Share Entitlement Ratio**"):

71 (Seventy One) New Equity Shares of Re.1/- (Rupee One only) each credited as fully paid-up of the Transferee Company to be issued for every 1 (One) equity share of the face value of Rs.10/- (Rupees Ten only) each held by the shareholders (other than the Transferee Company itself) in the Transferor Company-1;

- 9.2 The Share Exchange Ratio has been arrived at on basis of the valuation report of M/s Y.K Mehta & Associates, Chartered Accountants, a Registered Valuer. Vivro Financial Services Private Limited., a Category-I Merchant Banker, has provided its fairness opinion on the share exchange ratio to the Board of Directors of the Transferee Company.
- 9.3 The New Equity Shares to be issued and allotted by the Transferee Company in terms of Clause 9.1 above shall be subject to the provisions of the Memorandum and Articles of association of the Transferee Company and shall rank *pari passu* in all respects with the existing equity shares of the Transferee Company. The New Equity Shares shall be issued in demat form. The Transferee Company shall make necessary applications and carry out necessary formalities for listing of the New Equity Shares with the Stock Exchanges as per the applicable provisions of the Act and regulations of Securities and Exchange Board of India (SEBI). The equity shares allotted pursuant to this Scheme shall remain frozen in the depositories system till relevant directions in relation to listing/trading are provided by the Stock Exchanges. There shall be no change in shareholding pattern or control in the Transferee Company between the Record Date and listing of New Equity Shares which may affect the status of approval of Stock Exchanges.
- 9.4 In respect of fractional entitlement to a shareholder, the same shall be rounded off to the nearest integer.
- 9.5 Upon the Scheme being effective, the shares of Resinova, the Transferor Company-1 held by Astral, the Transferee Company shall stand automatically cancelled and no new shares shall be required to be issued against such shares. Upon the Scheme being effective and upon the shares of the Transferee Company being issued to the other shareholders of the Transferor Company-1, the Shares held of the Transferor Company-1 shall stand cancelled.

- 9.6 The issue and allotment of shares by the Transferee Company to the equity shareholders of the Transferor Company-1 as provided in this Scheme as an integral part thereof, shall be deemed to have been carried out without any further act or deed by Transferee Company as if the procedure laid down under Section 42 and 62(1)(c) of the Act and any other applicable provisions were duly complied with.
- 9.7 ABPL, the Transferor Company-2, is a Wholly Owned Subsidiary of Astral, the Transferee Company. The entire share capital of the Transferor Company-2 is held directly by the Transferee Company. Hence, upon the Scheme becoming effective, no shares of the Transferee Company shall be allotted in lieu or exchange of the shares of the said Transferor Company-2. Upon the Scheme becoming effective, the entire share capital of the Transferor Company-2 shall be cancelled and extinguished.

10. ACCOUNTING TREATMENT

Upon this Scheme becoming effective, the Transferee Company shall give effect to the accounting treatment in its books of account in accordance with “Pooling of Interest Method” of accounting as laid down in Appendix C of Ind AS-103 Business Combinations of entities under common control notified under section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, as may be amended from time to time, in its books of accounts such that:

- (a) The Transferee Company shall record the assets and liabilities, if any, of the Transferor Companies vested in it pursuant to this Scheme, at the carrying values as appearing in the consolidated financial statements of Transferee Company.
- (b) The identity of the reserves shall be preserved and the Transferee Company shall record the reserves of the Transferor Companies in the same form and at the carrying amount as appearing in the consolidated financial statements of Transferee Company.

- (c) Pursuant to the amalgamation of the Transferor Companies with the Transferee Company, the inter-company balances between the Transferee Company and the Transferor Companies, if any, appearing in the books of the Transferee Company shall stand cancelled.
- (d) All inter-company transactions entered between Transferor Companies and Transferee Company shall stand cancelled.
- (e) The value of investments held by the Transferee Company in the Transferor Companies shall stand cancelled pursuant to amalgamation.
- (f) The face value of the new Equity Shares of the Transferee Company issued to the shareholders of the Transferor Companies pursuant to clause 9.1 shall be credited to the Equity Share Capital account in the books of the Transferee Company.
- (g) The surplus/deficit, if any arising after taking the effect of above clauses shall be transferred to "Capital Reserve" in the financial statements of the Transferee Company and shall be presented separately from other capital reserves with disclosure of its nature and purpose in the notes
- (h) In case of any differences in accounting policies between the Transferor Companies and the Transferee Company, the accounting policies followed by the Transferee Company shall prevail to ensure that the financial statements reflect the financial position based on consistent accounting policies
- (i) Comparative financial information in the financial statements of the Transferee Company shall be restated for the accounting impact of amalgamation, as stated above, as if the amalgamation had occurred from the beginning of the comparative period.

11. DISSOLUTION OF THE TRANSFEROR COMPANIES

Upon the coming into effect of the Scheme and by the virtue of the order of the NCLT sanctioning this scheme, the Transferor Companies shall, without any further act, instrument or deed, stand dissolved without following the process of Winding up.

12. CHANGE IN OBJECT CLAUSE OF TRANSFEREE COMPANY AND AMENDMENT OF MEMORANDUM OF ASSOCIATION

12.1 Since the Transferor Company -1 operates in different business area, business activities being carried out by the Transferor Company -1 are not specifically covered under the present main object clause of the Transferee Company. Accordingly, upon the Scheme being effective, the main object clause of the Transferee Company shall be altered to include the main objects of the Transferor Company-1.

12.2 Clause III(A) of the Memorandum of Association of the Transferee Company shall, without any further act, instrument or deed, stand altered, modified and amended pursuant to Sections 4 and 13 of the Act and other applicable provisions of the Act, as the case may be and be replaced accordingly.

12.3 It is further clarified that under the accepted principle of single window clearance, the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent/approval for the proposed amendment of the Object clause of the Memorandum of Association of the Transferee Company, under the provisions of Section 4 and 13 of the Act and other applicable provisions of the Act. The Transferee Company shall not be required to pass separate resolutions or undertake any further procedure as required under the Act. It is further clarified that the Transferee Company shall file a copy of the amended Memorandum of Association with the Registrar of Companies at the time of filing the final order of the NCLT approving the Scheme.

12.4 Accordingly, upon the Scheme being effective, clause III(A) of the Memorandum of Association of the Transferee Company shall stand altered and amended and the following sub-clauses shall stand inserted immediately after para 4 of clause III(A) of the Memorandum of Association of the Transferee Company;

“5. To carry on business as manufacturers, producers, processors, traders, buyers, sellers, importers, exporters, retailers, wholesalers, suppliers, indenters, packers, movers, preservers, stockiest, merchants, distributors, consignors, jobbers, concessionaires or otherwise deal in all kinds of mixture various types of adhesives, sealants, starch, gum, dextrine, silicate, rubber, latex, PF, UF, and PVA, including mixture of silica and porcelain and all other products used for making or joining the building materials.

6. To carry on business of manufacturing, processing, trading, buying, selling, reselling, importing, exporting, exchanging, distributing, supplying, refining and acting as agents and dealers of sanitizers, surface cleaners and disinfectants and/or any other chemical/(s) that can be used to manufacture or dealt with in connection with the Company’s aforesaid business.”

13. CONSOLIDATION OF AUTHORISED SHARE CAPITAL AND AMENDMENT OF MEMORANDUM OF ASSOCIATION

13.1 As an integral part of the Scheme, upon this Scheme becoming effective, the authorised share capital of the Transferor Companies cumulatively amounting to Rs. 5,80,00,000/- or the amount as on the Effective Date shall, without any further act, instrument or deed or payment of filing fees payable to the Registrar of Companies or stamp duty, stand transferred to and be merged with the authorised share capital of the Transferee Company.

13.2 Clause V of the Memorandum of Association of the Transferee Company shall, without any further act, instrument or deed, stand altered, modified and amended pursuant to Sections 13, and 61 of the Act and other applicable provisions of the Act, as the case may be and be replaced accordingly.

13.3 It is further clarified that under the accepted principle of single window clearance, the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent/approval for the proposed amendment of the Capital clause of the Memorandum of Association of the Transferee Company, under the provisions of Section 13 and 61 of the Act and other applicable provisions of the Act. The Transferee Company shall not be required to pass separate resolutions or undertake any further procedure as required under the Act, nor any additional fees or stamp duty, shall be payable by the Transferee Company.

14. CONDITIONS TO EFFECTIVENESS OF THE SCHEME

The Scheme is conditional upon and subject to:

- (a) receipt of no objection letter / observation letter on the Scheme from the Stock Exchanges and SEBI, pursuant to the applicable SEBI regulations and the SEBI Circular;
- (b) The Transferor Companies and the Transferee Company jointly making the requisite company applications/petitions under Sections 230 to 232 of the Act and other applicable provisions of the Act to the NCLT for seeking sanction of this Scheme;
- (c) The approval by the requisite majority of the shareholders and creditors of the Companies, as may be directed by the NCLT or any other competent authority, as may be applicable;
- (d) The approval of the public shareholders of the Transferee Company through e-voting pursuant to and in accordance with the SEBI Circular. The Scheme shall be acted upon only if the number of votes cast by public shareholders in favour of the Scheme are more than the number of votes cast against in terms of the SEBI Circular;
- (e) Such other filings, approvals and sanctions, as may be required by law from the relevant authorities in respect of the Scheme;

- (f) The NCLT having accorded sanction to the Scheme and if any modifications have been prescribed the same being acceptable to the Companies; and
- (g) Such certified/authenticated copy of the order of the NCLT sanctioning this Scheme being filed with the Registrar of Companies, Gujarat, by the Companies.

In case any of the conditions in the Scheme are not satisfied or waived, then the Companies shall be at liberty to withdraw the Scheme.

15. DIVIDEND

- 15.1 The Companies shall be entitled to declare and pay dividends, whether interim and/or final, to their members in respect of the accounting period prior to the Effective Date.
- 15.2 The holders of the shares of the Companies shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective Articles of Association including the right to receive dividends.
- 15.3 It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any member of the Companies to demand or claim any dividends which, subject to the provisions of the Act, as applicable, shall be entirely at the discretion of the respective Boards of Directors of the Companies, and subject to the approval, if required, of the respective members of the Companies.

16. APPLICATION

- 16.1 The Companies shall undertake requisite procedure for filing necessary application and petition before the Ahmedabad Bench of NCLT under Section 230 to 232 of the Act, seeking orders for dispensing with or convening, holding and/or conducting of the

meeting(s) of the classes of their respective shareholders and creditors and for sanctioning this Scheme with such modifications, as may be approved by the NCLT.

16.2 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority, if required, under any law for such consents and approvals which the Transferee Company may require to carry on the business of the Transferor Companies.

17. MODIFICATIONS TO THE SCHEME

The Companies (by their respective Board of Directors) may, in their full and absolute discretion:

- (a) assent to any alteration(s) or modification(s) to this Scheme which NCLT and/or any other Governmental Authority may deem fit to approve or impose, and/or effect any other modification or amendment jointly and mutually agreed in writing, and to do all acts, deeds and things as may be necessary, desirable or expedient for the purposes of this Scheme;
- (b) give such directions (acting jointly) as they may consider necessary to settle any question or difficulty arising under the Scheme or in regard to and of the meaning or interpretation of this Scheme or implementation hereof or in any matter whatsoever connected therewith, or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to any of those (to the extent permissible under law);
- (c) modify or vary this Scheme; or
- (d) if any part of this Scheme is found to be unworkable for any reasons whatsoever withdraw this Scheme prior to the Effective Date in any manner at any time; or

- (e) Determine jointly whether any asset, liability, employee, legal or other proceedings pertains to the Transferor Companies or not, on the basis of any evidence that they may deem relevant for this purpose.

18. THE SCHEME TO BE OPERATIVE

- 18.1 The Scheme shall come into operation from the Appointed Date but the same shall become effective on and from the Effective Date.
- 18.2 With effect from the Effective Date, the Transferee Company shall carry on and shall be authorized to carry on the businesses of the Transferor Companies. The Transferee Company is and shall always be deemed to have been authorized to execute any pleadings, applications, forms etc. as may be required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of the Scheme.
- 18.3 The Transferor Companies and the Transferee Company shall be entitled to, amongst other, file/ or revise its income tax returns, TDS/TCS returns, wealth tax returns, service tax returns, Goods and Service Tax returns, excise returns, VAT returns, entry tax returns, professional tax returns or any other statutory returns, if required. The Transferee Company shall be entitled to claim credit for advance tax paid, tax deducted at source, claim for deduction of sum prescribed under Section 43B of the Income Tax Act on payment basis, claim for deduction of provisions written off by Transferor Companies previously disallowed in the hands of Transferor Companies under the Income Tax Act, credit of tax under Section 115JB read with Section 115 JAA of the Income Tax Act, credit of foreign taxes paid/ withheld etc., if any, pertaining to the Transferor Companies as may be required consequent to implementation of this Scheme and where necessary to give effect to this Scheme, even if the prescribed time limits for filing or revising such returns have lapsed without incurring any liability on account of interest, penalty or any other sum. The Transferee Company shall have the right to claim refunds, tax credits, set-offs and/or adjustments relating to its income or transactions entered into by it with effect from

Appointed Date. The taxes or duties paid by, for, or on behalf of, the Transferor Companies relating to the period on or after Appointed Date shall be deemed to be the taxes or duties paid by the Transferee Company and the Transferee Company shall be entitled to claim credit or refund for such taxes or duties.

18.4 Any advance tax, self-assessment tax, minimum alternate tax and/or TDS credit available or vested with the Transferor Companies, including any taxes paid and taxes deducted at source and deposited by the Transferor Companies on inter se transactions during the period between Appointed Date and the Effective Date shall be treated as tax paid by the Transferee Company and shall be available to the Transferee Company for set-off against its liability under the Income Tax Act and any excess tax so paid shall be eligible for refund together with interest. Further, TDS deposited, TDS certificates issued or TDS returns filed by the Transferor Companies on transactions other than inter se transactions during the period between Appointed Date and the Effective Date shall continue to hold good as if such TDS amounts were deposited, TDS certificates were issued and TDS returns were filed by the Transferee Company. Any TDS deducted by, or on behalf of, the Transferor Companies on inter se transactions will be treated as tax deposited by the Transferee Company.

18.5 Transfer and vesting of assets and liabilities of the Transferor Companies (including intangible assets, whether or not recorded in the books) as the case may be is not a sale in the course of business or otherwise.

19. COSTS

All costs, charges and expenses (including, but not limited to, any taxes and duties, stamp duty, registration charges, etc.) of /payable by the Companies in relation to or in connection with the Scheme and incidental to the completion of the Amalgamation in pursuance of the Scheme shall be borne by the Transferee Company.