COMPOSITE SCHEME OF ARRANGEMENT

Under Sections 230 to 232 of the Companies Act, 2013 and other Applicable Provisions and Rules framed thereunder

AMONG

VIVRITI CAPITAL LIMITED	**…**	**DEMERGED COMPANY/ AMALGAMATED COMPANY/**
HARI AND COMPANY INVESTMENTS MADRAS PRIVATE LIMITED	**…**	**RESULTING COMPANY 1**
VIVRITI NEXT LIMITED	**…**	**VNPL**
VIVRITI ASSET MANAGEMENT PRIVATE LIMITED	**…**	**AMALGAMATING COMPANY**
VIVRITI FUNDS PRIVATE LIMITED	**…**	**RESULTING COMPANY 2**

AND

THEIR RESPECTIVE SHAREHOLDERS

This is a Confidential document.

PART I – GENERAL

A. DESCRIPTION OF PARTIES

1. Vivriti Capital Limited (formerly known as Vivriti Capital Private Limited) is a public company, limited by shares, incorporated under the Act (*as defined hereinafter*), under corporate identification number U65929TN2017PLC117196 and having its registered office at Prestige Zackria Metropolitan No. 200/1-8, 2nd Floor, Block – 1, Annasalai, Chennai, Tamil Nadu – 600002 (hereinafter referred to as "**VCL**" or "**Demerged Company**" or "**Amalgamated Company**"). VCL is registered with RBI (*as defined hereinafter*) as an NBFC (*as defined hereinafter)* – Investment & Credit Company, in terms of the certificate of registration bearing No. N-07.00836 dated January 5, 2018, and a new certificate of registration bearing No. N-07.00836 dated July 27, 2023 (issued pursuant to the change in name of VCL from Vivriti Capital Private Limited to Vivriti Capital Limited) ("**NBFC Registration**"). VCL is also registered as an NBFC-Factor in terms of license bearing No. N-07-00901 dated May 30, 2023, and a new certificate of registration bearing No. N-07-00901 dated July 27, 2023 (issued pursuant to the change in name of VCL from Vivriti Capital Private Limited to Vivriti Capital Limited) ("**NBFC Factoring License**"). VCL is categorised as a middle layer NBFC in terms of the Master Direction – Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023 ("**RBI Master Directions**"). VCL is engaged primarily in the business of a finance company, hire purchase company and/ or leasing company and is involved in lending, structured finance, financial asset sales and trading, investments, co-origination of retail/ SME / enterprise debt products and related advisory services. Additionally, VCL also has investments in Vivriti Asset Management Private Limited and CredAvenue Private Limited which are into asset management businesses and technology respectively. The non-convertible debentures and commercial papers of VCL are listed on BSE (*as defined hereinafter*), the details of which are set out in **Schedule 1**.

2. Hari and Company Investments Madras Private Limited is private company, incorporated under the 1956 Act (*as defined hereinafter*), under corporate identification number U65991TN1989PTC017066 and having its registered office at Prestige Zackria Metropolitan No. 200/1-8, 8th Floor, Block -1, Annasalai, Anna Road, Chennai, Tamil Nadu, India, 600002 (hereinafter referred to as "**HCIMPL**" or the "**Resulting Company 1**"). HCIMPL is registered as a NBFC- Investment and Credit Company with the RBI in terms of the certificate of registration bearing No. 07.00076 dated March 5, 1998. HCIMPL is categorized as a middle layer NBFC in terms of the RBI Master Directions. HCIMPL is engaged primarily in the business of carrying on as an investment company, providing business and personal loans and also has a portfolio of investments in shares and other securities. HCIMPL is a wholly owned subsidiary of Vivriti Next Limited.

3. Vivriti Next Limited (formerly known as Vivriti Next Private Limited) (erstwhile known as QED Business Solutions Private Limited) is a public company, limited by shares, incorporated under the Act, under corporate identification number U74999TN2017PLC117539 and having its registered office at Prestige Zackria Metropolitan No. 200/1-8, 8th Floor, Block -1, Annasalai, Anna Road, Chennai, Tamil Nadu, India, 600002 (hereinafter referred to as "**VNPL**"). VNPL was originally incorporated as QED Business Solutions Private Limited and subsequently the name was changed to Vivriti Next Private Limited. Vivriti Next Private Limited was converted into a public company[1] pursuant to fresh certificate of incorporation dated December 06, 2024. VNPL is engaged primarily in the business of human resource services, consultancy in all fields in India and abroad and providing ancillary advisory services and is proposing to undertake the activities of a technology company which will then provide technology

[1] Pursuant to Shareholders' resolution dated 26th November, 2024.

services and consultancy services to other companies including companies engaged in the business of lending and investment, and related advisory services.

4. Vivriti Asset Management Private Limited is a deemed public company, incorporated under the Act, under corporate identification number U65929TN2019PTC127644 and having its registered office at Prestige Zackria Metropolitan No. 200/1-8, 1st Floor, Block – 1, Annasalai, Chennai, Tamil Nadu – 600002 (hereinafter referred to as "**VAMPL**" or the "**Amalgamating Company**"). VAMPL is engaged primarily in the business of asset management, financial services, portfolio management and related advisory services and sponsor/manager participation into investment vehicles managed by VAMPL. The non-convertible debentures of VAMPL are listed on BSE, the details of which are set out in **Schedule 2**.

5. Vivriti Funds Private Limited (formerly known as Keerthi Logistics Private Limited) is a private company, limited by shares, incorporated under the 1956 Act, under corporate identification number U66300TN2003PTC052025 and having its registered office at Prestige Zackria Metropolitan No. 200/1-8, 8th Floor, Block -1, Annasalai, Chennai, Chennai, Tamil Nadu, India, 600002 (hereinafter referred to as "**VFPL**" or the "**Resulting Company 2**"). VFPL's main objects include to undertake activities of asset management, fund management and investment advisory services and sponsor/manager participation into investment vehicles managed by VFPL. VFPL is a wholly owned subsidiary of VNPL.

B. DESCRIPTION OF THE SCHEME

6. This Scheme (*as defined hereinafter*) provides, *inter alia,* for:

   (a) the transfer, by way of a demerger, of the Demerged Undertaking 1 (*as defined hereinafter*) of the Demerged Company to the Resulting Company 1, and consequent issuance of Demerger 1 Consideration Shares by VNPL to the shareholders of the Demerged Company ("**Demerger 1**");

   (b) the amalgamation of the Amalgamating Company with the Amalgamated Company and dissolution of the Amalgamating Company without winding up and the consequent issuance of Amalgamation Consideration Shares by the Amalgamated Company to the shareholders of the Amalgamating Company, other than the Amalgamated Company ("**Amalgamation**");

   (c) the transfer, by way of a demerger, of the Demerged Undertaking 2 (*as defined hereinafter*) of the Demerged Company to the Resulting Company 2, and consequent issue of Demerger 2 Consideration Shares by VNPL to the shareholders of the Demerged Company ("**Demerger 2**"); and

   (d) various other matters incidental, consequential or otherwise integrally connected therewith, including the reduction of the share capital of VCL and transfer of CCDs to VNPL;

   pursuant to Sections 230 to 232 and other relevant provisions of the Act in the manner provided for in this Scheme and in compliance with the provisions of the IT Act (*as defined hereinafter*).

7. Pursuant to Demerger 1, the Demerged Company will also be required to surrender the NBFC Registration and NBFC Factoring License to the RBI in accordance with the Applicable Laws. Subsequently, the Resulting Company 1 shall obtain a fresh NBFC factoring license in accordance with the Applicable Laws.

8. The Scheme shall be made effective from the Appointed Date (*as defined hereinafter*) and shall be operative from the Effective Date (*as defined hereinafter*) in the manner further provided in Clause 6 of Part VII hereinbelow.

9. The disclosures required as per the Securities and Exchange Board of India's ("**SEBI**") circular no. SEBI/HO/DDHS/DDHS Div1 /P/CIR/2022/0000000103 dated July 29, 2022 issued by SEBI, as amended from time to time on schemes of arrangement by entities who have listed their non-convertible debt securities/non-convertible redeemable preference shares ("**SEBI Scheme Debt Circular**") in relation to the VCL NCDs (*as defined hereinafter*) and VAMPL NCDs (*as defined hereinafter*) are set out in **Schedule 1** and **Schedule 2** respectively.

C. RATIONALE FOR THE SCHEME

10. The Scheme would, *inter alia,* have the following benefits:

    (a) the separation of online platform business and lending/ asset management business of the Vivriti group:

    (b) the separation would ensure that the NBFC (*as defined hereinafter*) and asset management businesses are housed in separate legal entities within the Vivriti group, each of which would be completely regulated by the respective regulations without any conflicts/ restrictions resulting from the two sets of regulations;

    (c) the balance sheet of the NBFC Business (*as defined hereinafter*) will not be subject to/ affected by the AMC Business (*as defined hereinafter*) (including its debt) which would reduce the risk on the balance sheet of the NBFC Business;

    (d) this Scheme will unlock value and provide investors flexibility and direct access over the various businesses within the Vivriti group;

    (e) this Scheme will provide strategic and financial flexibility for overseas expansion; and

    (f) this Scheme will enable the Vivriti group to attract business specific investors and strategic partners and to provide better flexibility in accessing capital, focused strategy and specialisation for sustained growth, thereby enabling de-leveraging of the respective businesses in the longer-term.

11. The provisions of this Scheme have been drawn up to comply with the conditions relating to "Demerger" as defined under Section 2(19AA) (as applicable) read with other applicable provisions of the IT Act (*as defined hereinafter*) and "Amalgamation" as defined under Section 2(1B) (as applicable) read with other applicable provisions of the IT Act (*as defined hereinafter*). If, at a later date, any of the terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of Section 2(19AA) or Section 2(1B) (as applicable) of the IT Act, including as a result of an amendment of Law or enactment of new legislation or any other reason whatsoever, the provisions of Section 2(19AA) and Section 2(1B) (as applicable) of the IT Act, or corresponding provisions of any amended or newly enacted Law, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(19AA) and Section 2(1B) (as applicable) of the IT Act or such newly enacted Law or new legislation. Such modifications will, however, not affect the other provisions of the Scheme.

12. This Scheme is divided into the following parts:

(a) **Part I**, which deals with the introduction and definitions, and sets out the share capital of the Companies (*as defined hereinafter*);

(b) **Part II**, which deals with the transfer of CCDs;

(c) **Part III**, which deals with the Demerger 1;

(d) **Part IV**, which deals with the Amalgamation;

(e) **Part V**, which deals with the Demerger 2;

(f) **Part VI**, which deals with reduction of share capital; and

(g) **Part VII,** which deals with the general terms and conditions applicable to the Scheme.

13. **Definitions**

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

(a) "**1956 Act**" means the Companies Act, 1956, as amended from time to time;

(b) "**Act**" means the Companies Act, 2013 and the rules framed there under, to the extent notified, or any modifications or re-enactments or amendments thereof from time to time;

(c) "**Amalgamated Company**" shall have the meaning ascribed to it in Clause 1 above;

(d) "**Amalgamating Company**" shall have the meaning ascribed to it in Clause 4 above;

(e) "**Amalgamating Company Employees**" means all the Employees of the Amalgamating Company as on the Effective Date;

(f) "**Amalgamating Undertaking**" means all the undertakings and entire business of the Amalgamating Company, as a going concern, and shall include (without limitation):

(i) all assets and properties (whether movable or immovable, tangible or intangible, present or future, in possession or reversion, of whatsoever nature and wherever situate) of the Amalgamating Company, whether situated in India or overseas, including investments of all kinds including but not limited to securities (marketable or not), securitised assets, receivables and security receipts, mutual fund investments, all cash and bank balances (including cash and bank balances deposited with any banks or entities), money at call and short notice, loans, advances, contingent rights or benefits, reserves, provisions, funds, benefits of all agreements, bonds, debentures, debenture stock, units (including units in alternative investment funds) or pass through certificates, lands, buildings, structures and premises, whether leasehold or freehold (including offices, marketing offices, liaison offices, branches), work-in-progress, current assets (including sundry debtors, bills of exchange, loans and advances), fixed assets, vehicles, furniture, fixtures, share of any joint assets, and other

facilities;

(ii) all tax credits, refunds, reimbursements, claims, concessions, exemptions, benefits under tax Laws including sales tax deferrals, advance taxes, tax deducted at source, tax collected at source, deferred tax assets, minimum alternate tax credit, sales tax credit, value added tax credit, service tax credit, goods and services tax credit, other indirect taxes credit, deductions and benefits under the IT Act or any other taxation statute enjoyed by the Amalgamating Company;

(iii) all permits, quotas, registrations, rights, entitlements, licenses, permissions, approvals, subsidies, authorities, consents, benefits of any kind including benefit of any deposits, privileges, exemptions including tax exemptions available to the Amalgamating Company, including payments of direct tax or indirect tax, advance tax paid by or any tax deducted in respect of any income received, any tax advances, receivables, powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, email, internet, leased line connections and installations, electricity and other services, provisions and benefits of all engagements, agreements, contracts, letters of intent, memoranda of understanding, cheques and other negotiable instruments (including post-dated cheques), benefit of assets or properties or other interest held in trust, benefit of any security arrangements, expressions of interest whether under agreement or otherwise, and arrangements and all other interests of every kind, nature and description whatsoever enjoyed or conferred upon or held or availed of by and all rights and benefits;

(iv) all contracts, agreements, memoranda of undertakings, memoranda of agreements, arrangements, undertakings, whether written or otherwise, deeds, service agreements, or other instruments (including all tenancies, leases, and other assurances in favour of the Amalgamating Company or powers or authorities granted by or to it) of whatsoever nature along with any contractual rights and obligations, to which the Amalgamating Company is a party or to the benefit of which the Amalgamating Company may be eligible, and which are subsisting or having effect immediately before the Effective Date;

(v) all intellectual property rights including patents, copyrights, trade and service names and service marks, trademarks and other intellectual property of any nature whatsoever, goodwill, receivables, books, records, files, papers, drawings, computer programs, software and hardware, and all other records and documents, whether in physical or electronic form relating to or belonging to or utilized for the business and activities of the Amalgamating Company;

(vi) all records, files, papers, computer programs, software licenses, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers, suppliers and Employees, customer credit information, customer pricing information, and other records whether in physical or electronic form belonging to or held by the Amalgamating Company;

(vii) all present, and contingent and future liabilities of the Amalgamating Company including all debts, loans (whether denominated in rupees or a

foreign currency), term deposits, time and demand liabilities, borrowings, bills payable, interest accrued and all other duties, liabilities (including Employee related liabilities such as benefits payable to Employees, including provident fund, gratuity, superannuation and/ or other statutory/ non-statutory benefits), undertakings and obligations (including any postdated cheques or guarantees, letters of credit, letters of comfort or other instruments which may give rise to a contingent liability in whatever form), including VAMPL NCDs, whether provided for or not in the books of accounts or disclosed in the balance sheet of Amalgamating Company; and

(viii) the Amalgamating Company Employees.

(g) "**Amalgamation**" shall have the meaning ascribed to it in Clause 6 (b) above.

(h) "**Amalgamation Consideration Shares**" shall have the meaning ascribed to it in Clause 84;

(i) "**Amalgamation Share Entitlement Ratio**" shall have the meaning ascribed to it in Clause 84;

(j) "**AMC Business**" means the activities carried on by the Demerged Company, both directly and through VAMPL, which comprises of the business of investment manager of or for any mutual funds, unit trusts, venture capital funds, alternative investment funds, investment trust, limited liability partnerships, co-investment portfolio management, foreign portfolio management or any other portfolio of securities that encompass all activities including but not restricted to commencing from ideation of a scheme, setting up of relevant entity to manage the scheme, related advisory, sourcing and utilisation of the funds through the schemes and realisation/ repatriation/ return of capital;

(k) "**AMC Business Employees**" means all the Employees of the AMC Business engaged exclusively in the Demerged Undertaking 2 as on the Effective Date;

(l) "**Applicable Law**" or "**Law**" means any applicable statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, press notes, requirement or any similar form of determination by or decision of any Appropriate Authority, in each case having the force of law, and that is binding or applicable to a person, whether in effect as of the date on which this Scheme has been approved by the Boards;

(m) "**Appointed Date**" means the same date as the Effective Date;

(n) "**Appropriate Authority**" means any national, state, provincial, local or similar governmental, statutory, regulatory, administrative authority, agency, commission, departmental or public body or authority, board, branch, tribunal or court or other entity authorized to make laws, rules, regulations, standards, requirements, procedures or to pass directions or orders, in each case having the force of law, or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of law, or any stock exchange of India or any other country including the Registrar of Companies, Regional Director, RBI, SEBI, National Company Law Tribunal, and such other sectoral regulators or authorities as may be applicable;

(o) "**Board**" in relation to any company, means the board of directors of such company and shall include a duly authorised committee of the Board;

(p) "**BSE**" shall mean BSE Limited;

(q) "**CCDs**" shall mean compulsorily convertible debentures, if any, raised, incurred and utilized solely for the activities or operations of the Demerged Undertakings;

(r) "**CCPS**" shall mean compulsory convertible preference shares;

(s) "**Companies**" shall mean VCL, HCIMPL, VAMPL, VFPL and VNPL collectively, and the term "**Company**" shall be construed accordingly;

(t) "**Consideration Shares**" shall mean the Demerger 1 Consideration Shares, Amalgamation Consideration Shares and/ or Demerger 2 Consideration Shares, as applicable;

(u) "**Demerged Liabilities 1**" shall have the meaning ascribed to it in Clause 22.1;

(v) "**Demerged Liabilities 2**" shall have the meaning ascribed to it in Clause 101.1;

(w) "**Demerged Undertaking 1**" shall mean the undertaking, business, activities and operations of the Demerged Company, pertaining exclusively to the NBFC Business, as a going concern, including, without limitation:

(i) all assets and properties (whether movable or immovable, tangible or intangible, present or future, in possession or reversion, of whatsoever nature and wherever situate) of, and required for, the NBFC Business, including investments of all kinds including but not limited to securities (marketable or not), securitised assets, receivables, security receipts, mutual fund investments, all cash and bank balances (including cash and bank balances deposited with any banks or entities), money at call and short notice, loans (including leasing and factoring portfolios), advances, contingent rights (including fixed deposits paced by the borrowers with their bankers and marked as lien in favour of the Demerged Company) or benefits, reserves, provisions, funds, benefits of all agreements, bonds, debentures, debenture stock, units (including units of alternative investment funds) or pass through certificates, lands, buildings, structures and premises, whether leasehold or freehold (including offices, marketing offices, liaison offices, branches and centers), work-in-progress, current assets (including sundry debtors, bills of exchange, loans and advances), fixed assets, vehicles, furniture, fixtures, insurance policies share of any joint assets, and other facilities in connection with or relating to the NBFC Business;

(ii) all tax credits, refunds, reimbursements, claims, concessions, exemptions, benefits under tax Laws including sales tax deferrals and minimum alternate tax paid under Section 115JB of the IT Act, advance taxes, tax deducted at source, tax collected at source, right to carry forward and set-off accumulated losses and unabsorbed depreciation, if any, deferred tax assets, minimum alternate tax credit, sales tax credit, value added tax credit, service tax credit, goods and services tax credit, other indirect taxes credit, deductions and benefits under the IT Act or any other taxation statute enjoyed by the Demerged Company pertaining to the NBFC Business**;**

(iii) all permits (except the NBFC Registration and NBFC Factoring License), registrations, rights, entitlements, licenses, claims, permissions, approvals, authorities, consents, benefits of any kind including benefit of any deposits, privileges, exemptions including tax exemptions, receivables, powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, email, internet, leased line connections and installations, electricity and other services, provisions and benefits of all engagements, agreements, contracts, letters of intent, memoranda of understanding, cheques and other negotiable instruments (including post-dated cheques), benefit of assets or properties or other interest held in trust, benefit of any security arrangements, expressions of interest whether under agreement or otherwise, and arrangements and all other interests of every kind, nature and description whatsoever enjoyed or conferred upon or held or availed of by and all rights and benefits in connection with or relating to the NBFC Business;

(iv) all intellectual property rights including patents, copyrights, trade and service names and service marks, trademarks and other intellectual property of any nature whatsoever, goodwill, receivables, belonging to or utilized for the NBFC Business;

(v) all contracts, agreements, memoranda of undertakings, memoranda of agreements, arrangements, undertakings, whether written or otherwise, deeds, service agreements, or other instruments (including all insurance policies, tenancies, leases, and other assurances in favour of the Demerged Company or powers or authorities granted by or to it) of whatsoever nature along with the contractual rights and obligations exclusively relating to the NBFC Business, to which the Demerged Company is a party or to the benefit of which the Demerged Company may be eligible, and which are subsisting or having effect immediately before the Effective Date;

(vi) all records, files, papers, computer programs, software licenses, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers, suppliers and Employees, customer credit information, customer pricing information, and other records whether in physical or electronic form in connection with or relating to the NBFC Business;

(vii) all present, contingent and future liabilities appertaining or relatable to the NBFC Business including all debts, loans (whether denominated in rupees or a foreign currency), term deposits, time and demand liabilities, borrowings, bills payable, interest accrues and all other duties, liabilities (including Employee related liabilities such as benefits payable to Employees, including provident fund, gratuity, superannuation and/ or other statutory/ non-statutory benefits), undertakings and obligations (including any post-dated cheques or guarantees or other instruments which may give rise to a contingent liability in whatever form), including VCL NCDs; and

(viii) the NBFC Business Employees in relation thereto.

For the avoidance of any doubt, it is clarified that the NBFC Registration and NBFC Factoring License, shall be surrendered and shall not be transferred to or vested in the Resulting Company 1 pursuant to the

Scheme, in accordance with applicable regulatory requirements of the RBI.

(x) "**Demerged Undertaking 2**" shall mean the undertaking, business, activities and operations of the Demerged Company, pertaining exclusively to the AMC Business, as a going concern, including, without limitation:

(i) all assets and properties (whether movable or immovable, tangible or intangible, present or future, in possession or reversion, of whatsoever nature and wherever situate) of, and required for, the AMC Business, whether situated in India or overseas, including investments of all kinds including but not limited to securities (marketable or not), securitised assets, receivables, security receipts, mutual fund investments, all cash and bank balances (including cash and bank balances deposited with any banks or entities), money at call and short notice, advances, contingent rights or benefits, reserves, provisions, funds, benefits of all agreements, bonds, debentures, debenture stock, units (including units of alternative investment funds) or pass through certificates, lands, buildings, structures and premises, whether leasehold or freehold (including offices, marketing offices, liaison offices, branches and centers), work-in-progress, current assets (including sundry debtors, bills of exchange, loans and advances), fixed assets, vehicles, furniture, fixtures, insurance policies, share of any joint assets, and other facilities in connection with or relating to the AMC Business;

(ii) all tax credits, refunds, reimbursements, claims, concessions, exemptions, benefits under tax Laws including sales tax deferrals and minimum alternate tax paid under Section 115JB of the IT Act, advance taxes, tax deducted at source, tax collected at source, right to carry forward and set-off accumulated losses and unabsorbed depreciation, if any, deferred tax assets, minimum alternate tax credit, sales tax credit, value added tax credit, service tax credit, goods and services tax credit, other indirect taxes credit, deductions and benefits under the IT Act or any other taxation statute enjoyed by the Demerged Company pertaining to the AMC Business;

(iii) all permits, quotas, registrations, rights, entitlements, licenses, claims, permissions, approvals, subsidies, authorities, consents, benefits of any kind including benefit of any deposits, privileges, exemptions including tax exemptions, available to the Demerged Company, including payments of direct tax or indirect tax, advance tax paid by or any tax deducted in respect of any income received, any tax advances, receivables, powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, email, internet, leased line connections and installations, electricity and other services, provisions and benefits of all engagements, agreements, contracts, letters of intent, memoranda of understanding, cheques and other negotiable instruments (including post-dated cheques), benefit of assets or properties or other interest held in trust, benefit of any security arrangements, expressions of interest whether under agreement or otherwise, and arrangements and all other interests of every kind, nature and description whatsoever enjoyed or conferred upon or held or availed of by and all rights and benefits in connection with or relating to the AMC Business;

(iv) all intellectual property rights including patents, copyrights, trade and

service names and service marks, trademarks and other intellectual property of any nature whatsoever, goodwill, receivables, belonging to or utilized for the AMC Business;

(v) all contracts, agreements, memoranda of undertakings, memoranda of agreements, arrangements, undertakings, whether written or otherwise, deeds, service agreements, or other instruments (including all tenancies, leases, and other assurances in favour of the Demerged Company or powers or authorities granted by or to it) of whatsoever nature along with the contractual rights and obligations exclusively relating to the AMC Business, to which the Demerged Company is a party or to the benefit of which the Demerged Company may be eligible, and which are subsisting or having effect immediately before the Effective Date;

(vi) all records, files, papers, computer programs, software licenses, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers, suppliers and Employees, customer credit information, customer pricing information, and other records whether in physical or electronic form in connection with or relating to the AMC Business;

(vii) all present, contingent and future liabilities appertaining or relatable to the AMC Business including all debts, loans (whether denominated in rupees or a foreign currency), term deposits, time and demand liabilities, borrowings, bills payable, interest accrues and all other duties, liabilities (including Employee related liabilities such as benefits payable to Employees, including provident fund, gratuity, superannuation and/ or other statutory/ non-statutory benefits), undertakings and obligations (including any post-dated cheques or guarantees or other instruments which may give rise to a contingent liability in whatever form); and

(viii) the AMC Business Employees in relation thereto.

(y) "**Demergers**" shall mean Demerger 1 and Demerger 2 collectively and the term "**Demerger**" shall be construed accordingly;

(z) "**Demerger 1**" shall have the meaning ascribed to it in Clause 6 (a) above;

(aa) "**Demerger 2**" shall have the meaning ascribed to it in Clause 6 (c) above;

(bb) "**Demerger 1 Consideration Shares**" shall have the meaning ascribed to it in Clause 45;

(cc) "**Demerger 2 Consideration Shares**" shall have the meaning ascribed to it in Clause 122;

(dd) "**Demerger 1 Share Exchange Ratio**" shall have the meaning ascribed to it in Clause 45;

(ee) "**Demerger 2 Share Exchange Ratio**" shall have the meaning ascribed to it in Clause 122;

(ff) "**Effective Date**" means the date which will be the first day of the month following the month in which the last of the conditions and matters referred to in Clause 6 of Part VII have occurred or have been fulfilled or waived, as applicable in accordance

with this Scheme. References in this Scheme to date of "**coming into effect of the Scheme**" or "**effectiveness of the Scheme**" shall be construed accordingly;

(gg) "**Employees**" means the employees on the rolls of the relevant Company as on the Effective Date;

(hh) "**Encumbrance**" means any pledge, mortgage, hypothecation, lien, security, interest, claim, charge, pre-emptive right, easement, attachment, restraint or any other encumbrance;

(ii) "**Fund Documents**" means and includes the private placement memorandum, trust deed, limited liability partnership agreement, investment management agreement, contribution agreement, any other agreements, letters, memorandums, notifications in respect of the AMC Business and any other documents designated as Fund Documents by the Amalgamating Company, as originally executed and amended, modified, supplemented or restated from time to time, together with the respective annexure, schedules and exhibits, if any;

(jj) "**IT Act**" shall mean the Income Tax Act, 1961 or any modifications or re-enactments or amendments thereof from time to time;

(kk) "**NBFC**" means non-banking financial company;

(ll) "**NBFC Business**" means the business of lending, structured finance, financial asset sales and trading, co-origination of retail/ SME/ enterprise debt products, in accordance with the NBFC Registration and NBFC Factoring License issued to the Demerged Company by the RBI;

(mm) "**NBFC Business Employees**" means all the Employees of the Demerged Company engaged exclusively in the Demerged Undertaking 1 as on the Effective Date;

(nn) "**NCLT**" shall mean the National Company Law Tribunal at Chennai, Tamil Nadu;

(oo) "**RBI**" means the Reserve Bank of India;

(pp) "**Record Date**" shall mean a mutually agreed date fixed by the respective Boards of the Companies for the purpose of determining the shareholders to whom Consideration Shares of the shall be allotted pursuant to this Scheme;

(qq) "**Regulatory Authority**" means any applicable regulatory, competition or supervisory body or, banking authority, quasi- regulatory agency or body, tax authorities or tribunal, including but not limited to RBI and SEBI along with the authorities before which appeals against the decisions made by any of the foregoing may be brought;

(rr) "**Remaining Business**" means all the businesses, activities, operations, assets and liabilities (including investments in listed and unlisted shares and securities and identified assets and bank balances) of the Demerged Company, other than the Demerged Undertaking 1;

(ss) "**Residual Business**" means all the businesses, activities, operations, assets and liabilities (including investments in listed and unlisted shares and securities and identified assets and bank balances) of the Demerged Company, other than the Demerged Undertaking 1 and the Demerged Undertaking 2;

(tt) “**Schedules**” shall mean schedules to this Scheme;

(uu) “**Scheme**” means this composite scheme of arrangement including any modification or amendment hereto, made in accordance with the terms hereof;

(vv) “**SEBI**” means the Securities and Exchange Board of India;

(ww) “**Undertakings**” shall mean collectively the Demerged Undertaking 1, Amalgamating Undertaking and Demerged Undertaking 2, and the term “**Undertaking**” shall be construed accordingly;

(xx) “**VAMPL ESOP Scheme**” shall mean the employee stock option scheme of VAMPL named as Vivriti Asset Management Employees’ Stock Option – I, 2021 and Vivriti Asset Management Employees’ Stock Option – II, 2021 (collectively referred to as “**VAMPL ESOP Scheme**”);

(yy) “**VAMPL NCDs**” means the non-convertible debentures issued by VAMPL which have the terms set out in **Schedule 2**;

(zz) “**VCL ESOP Schemes**” shall mean the employee stock option scheme of VCL named as (i) Vivriti Capital Limited Employees’ Stock Option Plan, 2018; (ii) Vivriti Capital Limited Employees’ Stock Option Plan, 2019; (iii) Vivriti Capital Limited Employees’ Stock Option Plan, 2019-II; (iv) Vivriti Capital Limited Employees’ Stock Option Plan, 2020; and (v) Vivriti Capital Limited Employees’ Stock Option Plan, 2022 (collectively referred to as “**VCL ESOP Schemes**”);

(aaa) “**VCL ESOP Plan 2023”** shall mean the Vivriti Capital Limited Employees’ Stock Option Plan, 2023;

(bbb) “**VCL NCDs**” means the non-convertible debentures issued by VCL, which have the terms set out in **Schedule 1**;

(ccc) “**VCL New ESOP Schemes**” shall have the meaning ascribed to it in Clause 70.3.1(ii); and

(ddd) “**VCL Series D Preference Shares**” shall mean all the outstanding Series D CCPS of VCL.

14. **Interpretation**

14.1 References to “Clauses”, “Sections” and “Parts”, unless otherwise stated, are references to schedules, clauses, sections and parts of this Scheme.

14.2 The headings herein shall not affect the construction of this Scheme.

14.3 Unless the context otherwise requires, reference to any law or to any provision thereof shall include references to any such law or to any provision thereof as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, or to any law or any provision which replaces it, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.

14.4 The singular shall include the plural and vice versa; and references to one gender include all genders.

14.5 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar

expression shall be construed without limitation.

14.6 References to a person shall include any individual, firm, body corporate (whether incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representatives body (whether or not having separate legal personality).

15. **Date of taking effect and operative date**

15.1 This Scheme shall be effective from the Appointed Date but shall be operative from the Effective Date.

15.2 Upon the Scheme becoming effective pursuant to Clause 6 of Part VII, the Scheme shall be made effective in the order as contemplated below:

(a) Part II (Transfer of CCDs) shall be made effective and operative first;

(b) Part III (Demerger 1) shall be made effective and operative immediately after the implementation of Part II of the Scheme;

(c) Part IV (Amalgamation) shall be made effective and operative immediately after the implementation of Part III of the Scheme;

(d) Part V (Demerger 2) shall be made effective and operative immediately after the implementation of Part IV of the Scheme;

(e) Part VI shall be made effective and operative immediately after the implementation of Part V of the Scheme; and

(f) Part VII shall be made effective and operative immediately after the implementation of Parts III - VI of the Scheme.

16. **Share Capital**

16.1 The share capital structure of VCL as on June 21, 2024 was as follows:

Particulars	Amount in Crores (in INR)
Authorised 2,55,00,000 equity shares of Rs. 10 (Rupees Ten only) each 9,11,37,063 compulsorily convertible preference shares of Rs. 10 (Rupees Ten only) each 19,60,000 Class B differential equity shares of Rs. 10 (Rupees Ten only) each to be issued VCL ESOP Plan 2023	INR 118,59,70,630 (Rupees One Hundred Eighteen Crores Fifty Nine Lakhs Seventy Thousand Six Hundred Thirty only)
<u>Issued</u> 2,15,75,735 equity shares of Rs. 10 (Rupees Ten only) each 9,09,40,240 compulsorily convertible preference	INR 112,51,59,750 (Rupees One Hundred Twelve Crores Fifty One Lakhs Fifty Nine Thousand Seven

Particulars	Amount in Crores (in INR)
shares of Rs. 10 (Rupees Ten only) each	Hundred Fifty only)
<u>Subscribed and Paid-up</u> 2,15,75,735 equity shares of Rs. 10 (Rupees Ten only) each 9,09,40,240 compulsorily convertible preference shares of Rs. 10 (Rupees Ten only) each	INR 112,51,59,750 (Rupees One Hundred Twelve Crores Fifty One Lakhs Fifty Nine Thousand Seven Hundred Fifty only)

The equity shares and compulsorily convertible preference shares of VCL are not listed on any stock exchange in India.

VCL has outstanding employee stock options under the VCL ESOP Plan 2023, the exercise of which may result in an increase in the issued and paid-up share capital of VCL.

16.2 The share capital structure of HCIMPL as on June 21, 2024 was as follows:

Particulars	Amount in Crores (in INR)
Authorised 30,00,000 equity shares of Rs. 10 (Rupees Ten only) each	INR 3,00,00,000 (Rupees Three Crores Only)
Issued 7,50,000 equity shares of Rs. 10 (Rupees Ten only) each	INR 75,00,000 (Rupees Seventy Five Lakhs Only)
Subscribed and Paid-up 7,50,000 equity shares of Rs. 10 (Rupees Ten only) each.	INR 75,00,000 (Rupees Seventy Five Lakhs Only)

The shares of HCIMPL are not listed on any stock exchange in India.

16.3 The share capital structure of VAMPL as on June 21, 2024 was as follows:

Particulars	Amount in Crores (in INR)
Authorised 3,85,00,000 equity shares of Rs. 10 (Rupees Ten Only) each 1,15,00,000 compulsorily convertible preference shares of Rs. 10 (Rupees Ten Only) each	INR 50,00,00,000 (Rupees Fifty Crores Only)
Issued	

Particulars	Amount in Crores (in INR)
2,58,13,472 equity shares of Rs. 10 (Rupees Ten Only) each 99,29,505 compulsorily convertible preference shares of Rs. 10 (Rupees Ten Only) each	INR 35,74,29,770 (Rupees Thirty Five Crores Seventy Four Lakhs Twenty Nine Thousand Seven Hundred Seventy Only)
Subscribed and Paid-up 2,58,13,472 equity shares of Rs. 10 (Rupees Ten Only) each 99,29,505 compulsorily convertible preference shares of Rs. 10 (Rupees Ten Only) each	INR 35,74,29,770 (Rupees Thirty Five Crores Seventy Four Lakhs Twenty Nine Thousand Seven Hundred Seventy Only)

The shares of VAMPL are not listed on any stock exchange in India.

16.4 The share capital structure of VFPL as on June 21, 2024 was as follows:

Particulars	Amount in Crores (in INR)
Authorised 1,00,000 equity shares of Rs. 10 (Rupees Ten Only) each	INR 10,00,000 (Rupees Ten Lakhs Only)
Issued 85,790 equity shares of Rs. 10 (Rupees Ten Only) each	INR 8,57,900 (Rupees Eight Lakhs Fifty Seven Thousand Nine Hundred Only)
Subscribed and Paid-up 85,790 equity shares of Rs. 10 (Rupees Ten Only) each.	INR 8,57,900 (Rupees Eight Lakhs Fifty Seven Thousand Nine Hundred Only)

The shares of VFPL are not listed on any stock exchange in India.

16.5 The share capital structure of VNPL as on June 21, 2024 was as follows:

Particulars	Amount in Crores (in INR)
Authorised 19,05,000 equity shares of Rs. 1 (Rupees One Only) each 1,11,00,000 compulsorily convertible preference shares of Rs. 1 (Rupees One Only) each	INR 11,30,05,000 (Rupees Eleven Crores Thirty Lakhs Five Thousand Only)

Particulars	Amount in Crores (in INR)
25,00,000 Class B compulsorily convertible preference shares of Rs. 40 (Rupees Forty Only) each	
Issued 14,76,991 equity shares of Rs. 1 (Rupees One Only) each 86,09,676 compulsorily convertible preference shares of Rs. 1 (Rupees One Only) each	 INR 1,00,86,667 (Rupees One Crore Eighty Six Thousand Six Hundred Sixty Seven Only)
Subscribed and Paid-up 14,76,991 equity shares of Rs. 1 (Rupees One Only) each 86,09,676 compulsorily convertible preference shares of Rs. 1 (Rupees One Only) each	 INR 1,00,86,667 (Rupees One Crore Eighty Six Thousand Six Hundred Sixty Seven Only)

16.6 The equity shares and the compulsorily convertible preference shares of VNPL are not listed on any stock exchange in India.

VNPL is in the process of creating an employee stock option scheme under which employee stock options will be issued, the exercise of which may result in an increase in the issued and paid-up share capital of VNPL.

PART II

TRANSFER OF CCDs

17. **Transfer of CCDs**

17.1 Prior to Part III – VI coming into effect in accordance with Clause 8 of Part VII of this Scheme, VNPL shall purchase from the relevant CCD holders and the CCD holders shall sell to VNPL, the outstanding CCDs issued by VCL and to be transferred in terms of Clause 25.4 , if any on the Record Date, in the manner as may be mutually agreed between VNPL and the CCD holders.

PART III

DEMERGER OF THE DEMERGED UNDERTAKING 1 FROM THE DEMERGED COMPANY TO THE RESULTING COMPANY 1

Section 1 - Transfer and Vesting of the Demerged Undertaking 1

18. **Transfer**

Upon the coming into effect of the Scheme and with effect from the Appointed Date, the Demerged Undertaking 1 shall, pursuant to the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act and Section 2 (19AA) and Section 2(41A) of the IT Act and pursuant to the sanction of the Scheme by the NCLT (as envisaged by Clause 6 of Part VII to this document), be and stand transferred to and vested in the Resulting Company 1, as a going concern without any further act, instrument, deed, matter or thing so as to become, the undertaking of the Resulting Company 1 by virtue of and in the manner provided in the Scheme.

19. **Transfer of Assets**

19.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Demerged Undertaking 1 (including all the estate, assets, rights, claims, title, interest and authorities including accretions and appurtenances of such Demerged Undertaking 1) shall, subject to the provisions of this Clause 19 in relation to the mode of transfer and vesting and pursuant to Section 230 to 232 of the Act and without any further act or deed, be demerged from the Demerged Company and be transferred to and vested in and be deemed to have been demerged from the Demerged Company and transferred to and vested in the Resulting Company 1 as a going concern so as to become as and from the Appointed Date, the estate, assets, rights, claims, title, interest and authorities of the Resulting Company 1, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or financial institutions.

19.2 In respect of such of the assets of the Demerged Undertaking 1 as are movable in nature or are otherwise capable of transfer by delivery of possession or by endorsement and delivery, the same shall be so transferred by the Demerged Company, respectively, upon the coming into effect of the Scheme, and shall become the property of the Resulting Company 1 as an integral part of the Demerged Undertaking 1 with effect from the Appointed Date pursuant to the provisions of Section 230 to 232 of the Act without requiring any deed or instrument of conveyance for transfer of the same, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or financial institutions.

19.3 In respect of such of the assets of the Demerged Undertaking 1 as are immovable in nature, the same shall be so transferred by the Demerged Company, upon the coming into effect of the Scheme, and shall become the property of the Resulting Company 1 as an integral part of the Demerged Undertaking 1 with effect from the Appointed Date pursuant to the provisions of Section 230 to 232 of the Act without requiring any deed or instrument of conveyance for transfer of the same, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or financial institutions and upon registration of the Scheme with the relevant revenue authorities.

19.4 In respect of movables other than those dealt with in Clause 19.2 above including sundry debts, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Appropriate Authority, quasi governmental authority, local or other authority or body or with any company or other person, the same shall on and from the Appointed Date

stand transferred to and vested in the Resulting Company 1 without any notice or other intimation to the counterparties (although the Resulting Company 1 may without being obliged and if it so deems appropriate at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or depositor, as the case may be, that the said debt, loan, advance, balance or deposit stands transferred and vested in the Resulting Company 1).

19.5 Without prejudice to the generality of the foregoing, all assets (including tangible and intangible assets), estate, rights, title, interest and authorities held by the Demerged Company on the Appointed Date as regards the Demerged Undertaking 1, not otherwise specified in Clause 19.2, Clause 19.3 and Clause 19.4 above, shall stand transferred to and vest in the Resulting Company 1 upon the coming into effect of this Scheme pursuant to the provisions of Sections 230 to 232 of the Act.

19.6 All assets, rights, title, interest and investments of the Demerged Company in relation to the Demerged Undertaking 1 shall also, without any further act, instrument or deed stand transferred to and vested in and be deemed to have been transferred to and vested in the Resulting Company 1 upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act.

19.7 Without prejudice to the generality of the foregoing, upon the effectiveness of the Scheme and with effect from the Appointed Date, the Resulting Company 1 will be entitled to all the intellectual property of the Demerged Company in relation to the Demerged Undertaking 1, if any, whether registered or unregistered, along with all rights of commercial nature including attached goodwill, title, interest, copyrights, trademarks and all such other industrial or intellectual property rights of whatsoever nature. The Resulting Company 1 may take such actions as may be necessary and permissible to get the same registered in the name of the Resulting Company 1.

19.8 For the avoidance of doubt, upon the coming into effect of this Scheme and with effect from the Appointed Date, all the rights, title, interest and claims of the Demerged Company in any leasehold/licensed properties in relation to the Demerged Undertaking 1, if any, shall, pursuant to Section 230 to 232 of the Act, be transferred to and vested in or be deemed to have been transferred to and vested in the Resulting Company 1 automatically without requirement of any further act or deed.

20. **Bank Accounts**

20.1 On and from the Effective Date and thereafter, the Resulting Company 1 shall be entitled to operate all bank accounts of the Demerged Company, in relation to or in connection with the Demerged Undertaking 1 and realize all monies in relation to the Demerged Undertaking 1.

20.2 With effect from the Effective Date and till such time that the name of the bank accounts of the Demerged Company, in relation to or in connection with the Demerged Undertaking 1, have been replaced with that of the Resulting Company 1, the Resulting Company 1 shall be entitled to operate the bank accounts of the Demerged Company, in relation to or in connection with the Demerged Undertaking 1, in the name of the Demerged Company in so far as may be necessary. All cheques and other negotiable instruments, pay orders, electronic fund transfers (such as NEFT, RTGS, etc.) received or presented for encashment which are in the name of the Demerged Company on or after the Effective Date, as applicable, in so far as the same forms part of the Demerged Undertaking 1 prior to the Effective Date, shall be deemed to have been in the name of Resulting Company 1 and credited to the account of Resulting Company 1, if presented by Resulting Company 1 or received through electronic transfers and shall be accepted by the relevant bankers and

credited to the accounts of Resulting Company 1. Similarly, the banker of Resulting Company 1 shall honour all cheques/ electronic fund transfer instructions issued by the Demerged Company (in relation to the Demerged Undertaking 1) for payment prior to the Effective Date. Resulting Company 1 shall be allowed to maintain bank accounts in the name of the Demerged Company for such time as may be determined to be necessary by Resulting Company 1 for presentation and deposition of cheques and pay orders that have been issued in the name of the Demerged Company, in relation to or in connection with the Demerged Undertaking 1. It is hereby expressly clarified that any legal proceedings by or against the Demerged Company in relation to or in connection with the Demerged Undertaking 1, in relation to the cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of Demerged Company shall be instituted, or as the case may be, continued by or against the Resulting Company 1 on and after the Effective Date.

21. **Contracts, Deeds, Licenses, etc.**

21.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme including Clause 15, all contracts (including without limitation any service contracts, consultant contracts, contracts with vendors and suppliers), deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Demerged Undertaking 1, to which the Demerged Company is a party or to the benefit of which the Demerged Company may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall, without any further act or deed, continue in full force and effect against or in favour, as the case may be, of the Resulting Company 1 and may be enforced, without any further act or deed, as fully and effectually as if, instead of the Demerged Company, the Resulting Company 1 had been a party or beneficiary or obligee thereto. It shall not be necessary to obtain the consent of any third party or other person who is a party to any such contracts, deeds, bonds, agreements, schemes, arrangements and other instruments to give effect to the provisions of this Clause 21 of the Scheme.

21.2 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Demerged Undertaking 1 occurs by virtue of this Scheme itself, the Resulting Company 1 may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any Law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which the Demerged Company is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Resulting Company 1 shall be deemed to be authorised to execute any such writings on behalf of the Demerged Company and to carry out or perform all such formalities or compliances referred to above on the part of the Demerged Company to be carried out or performed.

21.3 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, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Demerged Company in relation to the Demerged Undertaking 1, including by any Appropriate Authority, including the benefits of any applications made for any of the foregoing, shall stand transferred to the Resulting Company 1 as if the same were originally given by, issued to or executed in favour of the Resulting Company 1, and the Resulting Company 1 shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Resulting Company 1. From the Appointed Date, the Resulting Company 1 shall be entitled to execute any deeds/documents and make applications/ file relevant forms to any Appropriate Authority as may be deemed necessary in this behalf.

21.4 Without prejudice to the aforesaid, it is clarified that if any assets (estate, claims, rights, title, interest in or authorities relating to such assets) or any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the Demerged Undertaking 1 which the Demerged Company owns or to which the Demerged Company is a party to, cannot be transferred to the Resulting Company 1 for any reason whatsoever, the Demerged Company shall hold such asset or contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of the Resulting Company 1, insofar as it is permissible so to do, till such time as the transfer is effected.

21.5 The Demerged Company and the Resulting Company 1 shall, however, between themselves, treat each other as if that all assets, liabilities, contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the Demerged Undertaking 1 had been transferred to the Resulting Company 1 on the Effective Date, together with the economic benefits and burdens thereof as of and from the Appointed Date; and

21.6 The Resulting Company 1 shall perform or assist the Demerged Company in performing all of the obligations under those contracts, deeds, bonds, agreements, schemes, arrangements of other instruments of whatsoever nature in relation to such assets and liabilities.

22. **Transfer of liabilities**

22.1 Upon the coming into effect of this Scheme, liabilities of the Demerged Company as on the Appointed Date appertaining and relatable to the NBFC Business, whether provided for or not in the books of account or disclosed in the balance sheet of the Demerged Company, ("**Demerged Liabilities 1**") shall, without any further act or deed, be and stand transferred to and be deemed to be transferred to the Resulting Company 1 to the extent that they are outstanding as on the Effective Date and shall become the liabilities of the Resulting Company 1 which shall meet, discharge and satisfy the same and the Demerged Company shall in no event be responsible or liable in relation to any such Demerged Liabilities 1. The term "**Demerged Liabilities 1**" shall include, without limitation:

(a) the liabilities which arise out of the activities or operations of the Demerged Undertaking 1;

(b) the loans or borrowings (including listed and unlisted commercial papers issued and debentures, if any, raised, incurred and utilized solely for the activities or operations of the Demerged Undertaking 1);

22.2 Where any of the loans raised and used, debts, liabilities, duties and obligations of the Demerged Company with respect to the Demerged Undertaking 1 as on the Appointed Date deemed to be transferred to the Resulting Company 1 have been discharged by the Demerged Company on or after the Appointed Date, such discharge shall be deemed to have been for and on account of the Resulting Company 1.

22.3 In so far as the Encumbrances as on the Appointed Date in respect of the Demerged Liabilities 1 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 Demerged Undertaking 1 which have been Encumbered in respect of the Demerged Liabilities 1 as transferred to the Resulting Company 1 pursuant to this Scheme. Provided that if any of the assets comprised in the Demerged Undertaking 1 which are being transferred to the Resulting Company 1 pursuant to this Scheme have not been Encumbered in respect of the Demerged Liabilities 1, 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 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.

22.4 For the avoidance of doubt, it is hereby clarified that upon the coming into effect of the Scheme and with effect from the Appointed Date, in so far as the assets comprising the Remaining Business are concerned, the Encumbrances over such assets relating to the Demerged Liabilities 1 shall, as and from the Effective Date without any further act, instrument or deed be released and discharged from the obligations and such Encumbrances. The absence of any formal amendment which may be required by a bank and/ or financial institution or lender or trustee or third party in order to effect such release shall not affect the operation of the above. Further, in so far as the assets comprised in the Demerged Undertaking 1 are concerned, the Encumbrances over such assets relating to any loans, borrowings or debentures or other debts or debt securities which are not transferred pursuant to this Scheme (and which shall continue with the Demerged Company), shall without any further act or deed be released from such Encumbrances and shall no longer be available as security in relation to such liabilities.

23. Without prejudice to the provisions of the foregoing Clauses and upon the effectiveness of the Scheme, the Demerged Company and the Resulting Company 1 shall be entitled to execute any instrument/s and/or document/s and/or do all the acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the respective Registrar of Companies to give formal effect to the above provisions, if required.

24. Upon the coming into effect of this Scheme, the Resulting Company 1 alone shall be liable to perform all obligations in respect of the Demerged Liabilities 1, which have been transferred to it in terms of this Scheme, and the Demerged Company shall not have any obligations in respect of such Demerged Liabilities 1.

25. It is expressly provided that, save as mentioned in Clause 22, no other term or condition of the liabilities transferred to the Resulting Company 1 as part of the Scheme is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.

25.1 Upon the coming into effect of the Scheme and without prejudice to the aforesaid, VCL NCDs, being debt securities issued by the Demerged Company in relation to the Demerged Undertaking 1, shall, pursuant to the provisions of Sections 230 to 232 and other relevant provisions of the Act, without any further act, instrument or deed, become the debt securities of the Resulting Company 1 on the same terms and conditions, except to the extent modified under the provisions of this Scheme and all rights, powers, duties and obligations in relation thereto shall be and stand transferred to and vested in or be deemed to have been transferred to and vested in and shall be exercised by or against the Resulting Company 1 by act of novation as if it was the issuer of the debt securities so transferred. Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Demerged Undertaking 1 (including VCL NCDs) occurs by virtue of this Scheme itself, the Resulting Company 1 may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any Law or otherwise, take such actions and execute such deeds (including deeds of novation), confirmations or other writings or tripartite arrangements in relation to VCL NCDs with any party to any contract or arrangement to which the Demerged Company is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Resulting Company 1 shall be deemed to be authorised to execute any such writings on behalf of the Demerged Company and to carry out or perform all such formalities or compliances referred to above on the part of the Demerged Company to be carried out or

performed. It is expressly provided that, no term or condition of VCL NCDs (as provided in Schedule 1) transferred to the Resulting Company 1 as part of the Scheme is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.

25.2 The VCL NCDs which are listed on BSE shall, upon transfer to and vesting in the Resulting Company 1 in terms of this Scheme, subject to applicable regulations and prior approval / intimation requirements, if any, continue to be listed and/or admitted to trading on the relevant stock exchange(s) where VCL NCDs are listed. The Board of the Resulting Company 1 shall be authorized to take such steps and do all acts, deeds and things in relation to the foregoing. In the event the approval of the holders of VCL NCDs is required as per the directions of the NCLT, the facility for e-voting shall be provided at the meeting, if convened by the NCLT, after the disclosure of all material facts in the notice for such meeting, in accordance with applicable SEBI Scheme Circulars.

25.3 Pursuant to Clause 45, the holders of VCL NCDs whose names are recorded in the relevant registers of the Demerged Company on the Appointed Date, if any, or their legal heirs, executors or administrators or (in case of a corporate entity) its successors, shall continue holding the same number of NCDs in the Resulting Company 1 as held by such NCD holder in the Demerged Company and on the same terms and conditions.

25.4 Upon the coming into effect of the Scheme and without prejudice to the aforesaid, the outstanding CCDs, if any, issued by the Demerged Company in relation to the Demerged Undertaking 1, shall, pursuant to the provisions of Sections 230 to 232 and other relevant provisions of the Act, without any further act, instrument or deed, become the CCDs of the Resulting Company 1 on the same terms and conditions, and all rights, powers, duties and obligations in relation thereto shall be and stand transferred to and vested in or be deemed to have been transferred to and vested in and shall be exercised by or against the Resulting Company 1 as if it was the issuer of the CCDs so transferred. Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Demerged Undertaking 1 (including the CCDs) occurs by virtue of this Scheme itself, the Resulting Company 1 may, at any time upon the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any Law or otherwise, take such actions and execute such deeds (including deeds of novation), confirmations or other writings or tripartite arrangements in relation to the CCDs with any party to any contract or arrangement to which the Demerged Company is a party or any writings as may be necessary, including such documents as envisaged in Part V of this Scheme, in order to give formal effect to the provisions of this Scheme. The Resulting Company 1 shall be deemed to be authorised to execute any such writings on behalf of the Demerged Company and to carry out or perform all such formalities or compliances referred to above on the part of the Demerged Company to be carried out or performed.

25.5 Subject to the necessary consents being obtained, if required, in accordance with the terms of this Scheme, the provisions of this Clause 25 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 or writings shall stand modified and/or superseded by the foregoing provisions.

26. **Encumbrances**

26.1 The transfer and vesting of the assets comprised in the Demerged Undertaking 1 to and in Resulting Company 1 shall be subject to the Encumbrances, if any, affecting the same as hereinafter provided.

26.2 The Scheme shall not operate to enlarge the Encumbrances in respect of the liabilities of

the Demerged Undertaking 1 over the properties, assets, rights, benefits and interest of the Resulting Company 1 (as existing immediately prior to the effectiveness of the Scheme) nor shall the Resulting Company 1 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.

26.3 Upon the coming into effect of the Scheme and with effect from the Appointed Date, subject to the other provisions of this Scheme, in so far as the assets forming part of the Demerged Undertaking 1 are concerned, the Encumbrances over such assets, to the extent they relate to any loans or borrowings or debentures or other debt or debt securities of the Remaining Business, shall, as and from the Effective Date, without any further act, instrument or deed, stand released and discharged and shall no longer be available as Encumbrances in relation to those liabilities of the Demerged Company pertaining to the Remaining Business (and which shall continue with the Demerged Company).

26.4 Upon the coming into effect of the Scheme and with effect from the Appointed Date, in so far as the existing Encumbrances in respect of the loans and other liabilities relating to the Remaining Business are concerned, such Encumbrances shall, without any further act, instrument or deed be continued with the Demerged Company, only on the assets relating to the Remaining Business and the assets of the Demerged Undertaking 1 shall stand released therefrom.

26.5 Upon the coming into effect of the Scheme and with effect from the Appointed Date, in so far as the existing Encumbrances over the assets and other properties of the Resulting Company 1 or any part thereof which relate to the liabilities of the Resulting Company 1 prior to the Effective Date are concerned, such Encumbrance shall, without any further act, instrument or deed continue to relate to only such assets and properties and shall not extend or attach to any of the assets and properties of the Demerged Undertaking 1 transferred to and vested in the Resulting Company 1 by virtue of the Scheme.

26.6 The foregoing provisions shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security documents, all of which instruments, deeds or writings shall be deemed to have been modified and/ or superseded by the foregoing provisions. Any reference in any security documents or arrangements (to which the Demerged Company is a party) to the Demerged Company and its assets and properties, which relate to the Demerged Undertaking 1, shall be construed as a reference to the Resulting Company 1 and the assets and properties of the Demerged Company transferred to the Resulting Company 1 by virtue of the Scheme.

26.7 Without prejudice to the provisions of the foregoing Clauses, the Demerged Company and the Resulting Company 1 may 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 Registrar of Companies to give formal effect to the provisions of this Clause and foregoing Clauses, if required.

27. **Legal, taxation and other proceedings**

27.1 Upon the coming into effect of this Scheme, all legal, taxation or other proceedings, whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal), by or against the Demerged Company and relating to the Demerged Undertaking 1, under any statute, whether pending on the Appointed Date or which may be instituted any time thereafter, shall be continued and enforced by or against the Resulting Company 1. The Demerged Company shall in no event be responsible or liable in relation to any such

legal or other proceedings against the Resulting Company 1 subject to applicable regulations. The Resulting Company 1 shall be added as party to such proceedings and shall prosecute or defend such proceedings in co-operation with the Demerged Company.

27.2 If proceedings are taken against the Demerged Company in respect of the matters referred to in Clause 27.1 above, it shall defend the same in accordance with the advice of the Resulting Company 1, and the latter shall reimburse and indemnify the Demerged Company against all liabilities and obligations incurred by the Demerged Company as may be agreed between the parties in respect thereof.

27.3 The Resulting Company 1 undertakes to have all legal or other proceedings initiated by or against the Demerged Company referred to in Clause 27.2 above transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against the Resulting Company 1 to the exclusion of the Demerged Company. Both Companies shall make relevant applications in that behalf.

28. Validity of Existing Resolutions, Policies, Charters, Standard Operating Procedures (SOPs) and any other internal regulations

28.1 Upon the coming into effect of the Scheme, the resolutions (including resolutions passed for delegating powers to specific persons), if any, of the Demerged Company relating to the Demerged Undertaking 1, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Resulting Company 1, unless specifically revoked/ cancelled.

28.2 Upon the coming into effect of the Scheme, the Resulting Company 1 undertakes to continue to abide by any policies/ laws/ charters/ SOPs/ any other internal regulations, if any, as applicable to the Demerged Company, with respect to the Demerged Undertaking 1, which shall be considered the policies/ laws/ charters/ SOPs/ internal regulations of the Resulting Company 1 without the requirement of any further act or deed in this regard.

29. Employees

29.1 Upon the coming into effect of this Scheme, all NBFC Business Employees shall become the Employees of the Resulting Company 1, subject to the provisions hereof without any break in their service and on the basis of continuity of service and, on terms and conditions no less favourable than those on which they are engaged by the Demerged Company and without any interruption of service as a result of the Demerger 1. For the purpose of payment of any compensation, gratuity and other terminal benefits, the uninterrupted past services of such NBFC Business Employees with the Demerged Company shall also be taken into account, and paid (as and when payable) by the Resulting Company 1. The services of such NBFC Business 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 appointments with the Demerged Company. The Resulting Company 1 agrees that for the purpose of payment of any retrenchment compensation, if any, such past services with the Demerged Company shall also be taken into account.

29.2 The Resulting Company 1 undertakes to continue to abide by any agreement/settlement, if any, entered into or deemed to have been entered into by the Demerged Company with, or applicable to, any NBFC Business Employee/ union (if any) of the Demerged Company.

29.3 **Employee Stock Option Schemes:**

29.3.1 With effect from the Effective Date, for the option holders who hold employee stock options (whether vested or unvested but not yet exercised as on the Record Date) granted by the Demerged Company under the VCL ESOP Schemes and VCL ESOP Plan 2023, irrespective of whether such option holders remain in employment with the Demerged Company, Demerged Company's subsidiaries or become employees of the Resulting Company 1 and/ or VNPL are former employees of the Demerged Company and in consideration for their contribution to the businesses of the Demerged Company:

(i) The employee stock options held by such option holders under the VCL ESOP Schemes and VCL ESOP Plan 2023 shall continue to vest with, and can be exercised by, the option holders in terms of the respective VCL ESOP Schemes and VCL ESOP Plan 2023.

(ii) VNPL shall grant fresh employee stock options to the option holders of the Demerged Company under the new employee stock option scheme(s) formulated and adopted by VNPL in accordance with the terms and conditions as are existing and are in force (except for the exercise price as stated in Clause 29.3.2 below) under the VCL ESOP Schemes and VCL ESOP Plan 2023, and which are no less favorable than those provided under the VCL ESOP Schemes and VCL ESOP Plan 2023, however, subject to Applicable Laws.

(iii) The employee stock options to be granted by VNPL to the option holders of the Demerged Company under the new employee stock option scheme(s) formulated and adopted by it shall be on the basis of the exchange ratio as mentioned in Clause 29.3.1(iv) below, such that the option holders holding employee stock options under the VCL ESOP Schemes and VCL ESOP Plan 2023 shall be entitled to receive the same economic benefit as they would have received under the VCL ESOP Schemes and VCL ESOP Plan 2023.

(iv) Fractional entitlements, if any, arising pursuant to the applicability of the exchange ratio shall be rounded off to the nearest lowest integer. For every 1 (one) employee stock options held by such option holders under the VCL ESOP Schemes and VCL ESOP Plan 2023, such option holder shall be entitled to receive 12.79 (twelve point seven nine) employee stock options of VNPL under the employee stock option schemes formulated and adopted by VNPL.

29.3.2 The exercise price payable for employee stock options to be granted by VNPL and employee stock options granted by VCL to the option holders who hold employee stock options under the VCL ESOP Schemes and VCL ESOP Plan 2023 shall be based on the exercise price payable by such option holders under the VCL ESOP Schemes and VCL ESOP Plan 2023 as adjusted after taking into account the exchange ratio as set out in Clause 29.3.1 above.

29.3.3 For each 1(one) employee stock options granted by VNPL under the employee stock option schemes formulated and adopted by it, the option holders shall be entitled to receive 1(one) equity shares of VNPL of face value of Re. 1 (Rupee One only) each.

29.3.4 The aforesaid grant of employee stock options by VNPL to the option holders who hold employee stock options under the VCL ESOP Schemes and VCL ESOP Plan 2023 shall be effected as an integral part of this Scheme and the consent of the shareholders of the Demerged Company and VNPL to this Scheme shall be deemed to be their consent in relation to all matters pertaining to the new employee stock option scheme(s) of VNPL and all related matters. No further approval of the shareholders of the Demerged Company and VNPL or resolution, action or compliance would be required in connection under any Act and/or the Applicable Laws.

29.3.5 The respective Board (or duly authorized committee(s) thereof) of the Demerged Company and VNPL shall be entitled at their sole discretion (but without any obligation) to take such actions including providing accelerated vesting or cash compensation or allotting additional employee stock options or adjusting exercise price or otherwise, at the respective Demerged Company Board's (or duly authorized committee(s) thereof) or VNPL's Board's (or duly authorized committee(s) thereof) discretion, in order to give effect to the provisions of this Clause 29.3 without prejudicially affecting the option holders holding employee stock options under the VCL ESOP Schemes and VCL ESOP Plan 2023.

29.3.6 In relation to the new employee stock options to be granted by VNPL to the option holders of the VCL ESOP Schemes and VCL ESOP Plan 2023, the period during which the employee stock options granted by the Demerged Company under the VCL ESOP Schemes and VCL ESOP Plan 2023, were held by or deemed to have been held by the option holders shall be taken into account for determining the minimum vesting period required under the Applicable Laws, and the new employee stock option scheme(s) formulated and adopted by VNPL.

29.3.7 The Demerged Company shall continue to be empowered to administer and implement the VCL ESOP Schemes through the trust(s) created in relation to the VCL ESOP Schemes.

29.3.8 VNPL shall be empowered to administer and implement the new employee stock option scheme(s) either directly or through the trust(s) created in relation to the VCL ESOP Schemes (if so required), or in case of VNPL, any other trust established for this purpose by it.

29.3.9 The Boards (or duly authorized committee(s) thereof) of the Demerged Company and VNPL and the trustees of the relevant trusts administering the employee stock option scheme(s) shall be entitled to take such actions and execute such further documents as may be necessary or desirable for the purpose of giving effect to the provisions of this Scheme.

Section 2 – Taxation Matters

30. All tax assets and liabilities, i.e., assets and liabilities under Applicable Laws relating to Taxes ("**Tax Laws**") as on the Appointed Date, or in relation to operations or activities prior to Appointed Date, in each case relating to the Demerged Undertaking 1, shall stand transferred to the Resulting Company 1 to the extent permissible under applicable Tax Laws.

31. All taxes (including, without limitation, sales tax, excise duty, customs duty, service tax, VAT, goods and services tax, etc.) paid or payable by the Demerged Company in respect of the operations and/or the profits of the business before the Appointed Date, pertaining to the Demerged Undertaking 1, shall be on account of the Demerged Company.

32. The Resulting Company 1 shall be liable for any tax payable to Governmental Authorities under Tax Laws and shall be entitled to credits and refunds of any tax from Governmental Authorities under Tax Laws, which, in each case, arise from the operation or activities of the Demerged Undertaking 1, on or after the Appointed Date, regardless of whether such payments or receipts are provided or recorded in the books of the Demerged Company and whether such payments or receipts are due or realised on, before or after the Appointed Date. Further, taxes paid (including without limitation income tax, sales tax, excise duty, custom duty, service tax, VAT, goods and services tax etc.), whether by way of deduction at source or otherwise howsoever by the Demerged Company in respect of the profits or activities or operations of its business relating to the Demerged Undertaking 1, with effect from the Appointed Date, shall be deemed to be the corresponding item paid or payable by

the Resulting Company 1 and shall, in all proceedings, be dealt with accordingly.

33. Obligation for deduction of taxes at source on any payments made by or to be made by the Demerged Company in respect of the Demerged Undertaking 1 on or after the Appointed Date, shall be made or deemed to have been made and duly complied with, by the Resulting Company 1.

34. Upon the coming into effect of the Scheme and with effect from the Appointed Date, all tax credits (direct and/ or indirect) relating to the Demerged Undertaking 1 of the Demerged Company including all or any refunds and claims whether in relation to any contracts or pending with any Governmental Authority, and including the right to claim credit for minimum alternate tax and carry forward of accumulated losses, and utilized CENVAT credit, VAT credit, input tax credit for CGST SGST and IGST etc. shall, for all purposes, be treated as the tax/cess/ duty, liabilities or refunds, claims, accumulated losses and unutilized CENVAT credits, VAT credit, CGST, SGST and IGST credits and rights to claim credit or refund etc. of the Resulting Company 1.

35. Any GST liability/ GST benefits (including refund, input tax credits, etc) of the Demerged Undertaking 1 on or after the Appointed Date shall be treated as the GST liability/ benefits of Resulting Company 1 and the Demerged Company shall act on behalf of Resulting Company 1 for the purpose of any GST liability/ GST benefits arising for the Demerged Undertaking 1 on or after the Appointed Date.

36. The Resulting Company 1 may avail GST credits and/or any other indirect tax benefits, which relate to the Demerged Undertaking 1 in the same manner had they been availed by the Demerged Company, and the Demerged Company shall act in the interest of the Resulting Company 1 for the purpose of any GST-related liabilities or benefits arising with respect to the Demerged Undertaking 1 during such time. The Demerged Company shall transfer balance of such GST credit and/ or any other indirect tax benefits to Resulting Company 1 (in accordance with the procedure prescribed under India GST Act(s)).

37. Upon the coming into effect of the Scheme and with effect from the Appointed Date, if, on account of requisite procedural compliances including for non-novation of contracts not being completed, the Resulting Company 1 is unable to receive or raise invoices, debit notes, credit notes, and make or receive payments in its own name with respect to Demerged Undertaking 1, the parties may put in place such arrangements as necessary as a transition measure and the Demerged Company may discharge applicable GST liabilities which relates to the Demerged Undertaking 1 in the same manner as the Resulting Company 1 would have been required to, had the invoices, debit notes, credit notes been raised and payments received in its name pending the completion of such procedural compliances, including novation of remaining contracts. The Demerged Company shall act in the interests of the Resulting Company 1 for the purpose of any GST-related liabilities with respect to the contracts which are non-novated, during such time. The arrangement set out in this Clause shall operate until completion of the procedural compliances, and the parties shall work together and endeavor to have such compliances completed as expeditiously as possible following the Effective Date. All compliances with respect to GST to be done or done by the Demerged Company, commencing on or after the Effective Date, in relation to the Demerged Undertaking 1 shall for all purposes be treated as compliances to be done by the Resulting Company 1.

38. Any Tax incentives, subsidies, exemptions, special status, tax benefits (including but not limited to export incentives, credits/ incentives in respect of income tax, sales tax, value added tax, GST, turnover tax, excise duty and service tax), duty drawbacks, and other benefits, credits, exemptions or privileges, whether granted by a Governmental Authority, or enjoyed, or availed of, by the Demerged Company, in so far as they relate to, or are

available for, the operations and activities of the Demerged Undertaking 1 on or after the Appointed Date, shall, without any further act or deed, vest with, and be available to, the Resulting Company 1 on the same terms and conditions, as if the same had been allotted and/ or granted and/ or sanctioned and/ or allowed to the Resulting Company 1.

39. On the Scheme becoming effective, the Demerged Company and the Resulting Company 1 may revise their respective returns pertaining to income tax, service tax, sales tax, VAT, goods and services tax and other tax returns, and claim refunds and/or credits including credits relating to tax deducted at source, as applicable pursuant to the provisions of this Scheme notwithstanding that the period for filing / revising such returns may have lapsed and to obtain TDS certificates, including TDS certificates relating to transactions between or amongst the Demerged Company and the Resulting Company 1 and shall have the right to claim refunds, advance tax credits, input tax credit, credits of all Taxes paid/ withheld, if any, as may be required consequent to implementation of this Scheme.

40. Any actions taken by the Demerged Company to comply with Tax Laws (including payment of Taxes, maintenance of records, payments, returns, filings under Tax Laws) in respect of the Demerged Undertaking 1 on and from the Appointed Date upto the Effective Date shall be deemed to constitute adequate compliance by the Resulting Company 1 with the relevant obligations under such Tax Laws.

Section 3 – Conduct of Business

41. Subject to the terms of the Scheme, the transfer and vesting of the Demerged Undertaking 1 as per the provisions of the Scheme shall not affect any transactions or proceedings already concluded by the Demerged Company on or before the Appointed Date, to the end and intent that the Resulting Company 1 accepts and adopts all acts, deeds and things made, done and executed by the Demerged Company, in connection with the Demerged Undertaking 1.

Section 4 – Remaining Business

42. The Remaining Business and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the Demerged Company subject to the provisions of this Scheme in relation to Encumbrances in favour of banks, lenders and/or financial institutions.

43. All legal, taxation or other proceedings whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal) by or against the Demerged Company under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, and in each case relating to the Remaining Business (including those relating to any property, right, power, liability, obligation or duties of the Demerged Company in respect of the Remaining Business) shall be continued and enforced by or against the Demerged Company, which shall keep the Resulting Company 1 fully indemnified in that behalf. Subject to the foregoing, the Demerged Company shall in no event be responsible or liable in relation to any other legal or other proceeding against the Resulting Company 1.

44. If proceedings are taken against the Resulting Company 1 in respect of the matters referred to in Clause 43 above, it shall defend the same in accordance with the advice of the Demerged Company and at the cost of the Demerged Company, and the latter shall reimburse and indemnify the Resulting Company 1 against all liabilities and obligations incurred by the Resulting Company 1 in respect thereof.

Section 5 – Consideration for Demerger 1

45. Upon the Effective Date and in consideration of the transfer and vesting of the Demerged Undertaking 1 in the Resulting Company 1 pursuant to Part III of this Scheme and consequent activities undertaken by Demerged Company post Appointed Date, for and on behalf of the Demerged Undertaking 1, VNPL shall, without any further act or deed, issue and allot to the shareholders of the Demerged Company, whose names are recorded in the register of members as a member of the Demerged Company, holding the respective class of equity/preference shares, as on the Record Date or their legal heirs, executors or administrators or (in case of a corporate entity) its successors, shares in VNPL ("**Demerger 1 Consideration Shares**") in the following ratio: (the "**Demerger 1 Share Exchange Ratio**"):

With respect to equity shares:

12.79 equity shares in the VNPL of the face value of Rs. 1 (Rupee One only) each (credited as fully paid up) for every 1 equity share of the face value of Rs. 10 (Rupees Ten only) each fully paid-up held by such member in the Demerged Company.

With respect to Series A CCPS:

12.79 Series B CCPS in the VNPL of the face value of Rs. 1 (Rupee One only) each (credited as fully paid up) for every 1 Series A CCPS of the face value of Rs. 10 (Rupees Ten only) each fully paid-up held by such member in the Demerged Company.

With respect to Series A2 CCPS:

12.79 Series B2 CCPS in the VNPL of the face value of Rs. 1 (Rupee One only) each (credited as fully paid up) for every 1 Series A2 CCPS of the face value of Rs. 10 (Rupees Ten only) each fully paid-up held by such member in the Demerged Company.

With respect to Series B CCPS:

12.79 Series C CCPS in the VNPL of the face value of Rs. 1 (Rupee One only) each (credited as fully paid up) for every 1 Series B CCPS of the face value of Rs. 10 (Rupees Ten only) each fully paid-up held by such member in the Demerged Company.

With respect to Series B2 CCPS:

12.79 Series C2 CCPS in the VNPL of the face value of Rs. 1 (Rupee One only) each (credited as fully paid up) for every 1 Series B2 CCPS of the face value of Rs. 10 (Rupees Ten only) each fully paid-up held by such member in the Demerged Company.

With respect to Series C CCPS:

12.79 Series D CCPS in the VNPL of the face value of Rs. 1 (Rupees One only) each (credited as fully paid up) for every 1 Series C CCPS of the face value of Rs. 10 (Rupees Ten only) each fully paid-up held by such member in the Demerged Company.

With respect to Series D CCPS:

12.79 Series E CCPS in the VNPL of the face value of Rs. 10 (Rupees Ten only) each (credited as fully paid up) for every 1 Series D CCPS of the face value of Rs. 10 (Rupees Ten only) each fully paid-up held by such member in the Demerged Company.

* *Fractional entitlements, if any, arising shall be rounded off to the nearest lower integer.*

*** Key terms including the conversion terms of shares issued by VNPL is disclosed in Schedule 3.*

46. Unless otherwise notified in writing on or before such date as may be determined by the Board of VNPL or a committee thereof, the Demerger 1 Consideration Shares issued to the members of the Demerged Company, other than the Resulting Company 1, by VNPL shall be issued in dematerialized form by VNPL provided that the details of the depository accounts of the members of the Demerged Company are made available to VNPL by the Demerged Company at least 10 (ten) working days prior to the Effective Date. In the event that such details are not available with VNPL, it shall issue the Demerger 1 Consideration Shares to the members of the Demerged Company in physical form.

47. In the event of there being any pending share transfers, whether lodged or outstanding, of any member of the Demerged Company, the Board of VNPL shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor of the shares in the Demerged Company and in relation to the shares issued by VNPL, after the effectiveness of the Scheme. The Board of VNPL shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new shareholders in VNPL on account of difficulties faced in the transaction period.

48. Where Demerger 1 Consideration Shares are to be allotted to heirs, executors or administrators or, as the case may be, to successors of deceased equity and CCPS shareholders of the Demerged Company, the concerned heirs, executors, administrators or successors shall be obliged to produce evidence of title satisfactory to the Board of VNPL.

49. The Demerger 1 Consideration Shares to be issued and allotted by VNPL in terms of this Scheme shall be subject to the provisions of the memorandum and articles of association of VNPL and shall have the same rights attached to the existing [CCPS/ equity shares] of VCL as per the [shareholders' agreement].

50. Demerger 1 Consideration Shares to be issued by VNPL pursuant to Clause 45 above in respect of such equity shares of the Demerged Company, the allotment or transfer of which is held in abeyance under Applicable Law shall, pending allotment or settlement of dispute by order of the appropriate court or otherwise, also be kept in abeyance in like manner by VNPL.

51. In the event of any increase in the issued, subscribed or paid up share capital of the Demerged Company or the Resulting Company 1, issuance of any instruments convertible into equity shares or restructuring of their respective equity share capital including by way of consolidation, share split, issue of bonus shares or other similar action, as per Applicable Laws, that occurs after the date of approval of the Scheme by the respective Boards and before issuance of shares to the shareholders of the Demerged Company pursuant to Clause 45 above, the Demerger 1 Share Exchange Ratio will be appropriately adjusted to take into account the effect of such issuance or corporate actions and assuming conversion of any such issued instruments convertible into equity shares. Notwithstanding anything contained in Clause 3 of Part VII, any modifications/ amendments or additions/deletions to the Scheme as may be required to give effect to this Clause, shall be made with the approval of the respective Boards. The aforesaid powers of the Boards to give effect to the modification/ amendments to the Scheme may be exercised subject to the approval of NCLT or any other Appropriate Authorities as may be required under Applicable Law.

Section 6 – Accounting Treatment

52. Notwithstanding anything to the contrary herein, upon the Scheme becoming effective, the Demerged Company and the Resulting Company 1 shall give effect to the accounting treatment in its books of account in accordance with the accounting standards specific under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules 2015.

53. **Accounting treatment in the books of the Demerged Company**

53.1 Pursuant to the Scheme coming into effect and with effect from the Appointed Date, the Demerged Company shall account for the Demerger 1 in its books of account in the following manner:

53.2 The Demerged Company shall transfer all the assets and liabilities including all reserves (statutory reserve, employee stock options outstanding account, securities premium, other comprehensive income and retained earnings) pertaining to the Demerged Undertaking 1 as on the Appointed Date at the values appearing in its books of account (i.e. book value) to the Resulting Company 1. The difference, if any, between carrying amount of the assets and liabilities (including the reserves as stated above) of Demerged Undertaking 1 and the consideration (as referred in Clause 45) paid by VNPL, shall be transferred to capital reserve.

54. **Accounting treatment in the books of the Resulting Company 1**

Pursuant to the Scheme coming into effect and with effect from the Appointed Date, the Resulting Company 1 shall account for the Demerger 1, in its books of account such that:

54.1 the Resulting Company 1 shall record the assets and liabilities of the Demerged Undertaking 1, transferred to and vested in it pursuant to the Scheme, at their respective book values as appearing in the books of account of the Demerged Company immediately before the Appointed Date;

54.2 the identity of the reserves of the Demerged Undertaking 1 shall be preserved and the Resulting Company 1 shall record the reserves of the Demerged Company in the same form and at the same values as they appear in the financial statements of the Demerged Company;

54.3 VNPL shall credit its equity share capital and compulsorily convertible preference share capital in lieu of purchase consideration payable to the shareholders of the Demerged Company at nominal value;

54.4 the value of the new equity shares and new CCPS issued, shall be debited to "Deemed investment account"/ "Capital reserve account" as applicable in VNPL, in accordance with the Ind AS, and be credited to Deemed Capital Account/ Capital Reserve Account in the books of the Resulting Company 1;

54.5 the surplus/ deficit, if any, after taking the effect of Clause 54.1 and after giving the effect of the adjustments referred to in clause 54.4, shall be transferred to capital reserve in the financial statements of the Resulting Company 1 and shall be presented separately from other capital reserves with the disclosure of its nature and purpose in the notes;

54.6 no adjustments will be made to reflect fair values or recognize any new assets or liabilities. The only adjustments that will be made will be to harmonize the accounting policies of the Demerged Undertaking 1 and Resulting Company 1;

54.7 comparative financial information in the financial statements of the Resulting Company 1 shall be restated for the accounting impact of the Demerger 1, as stated above, as if the

Demerger 1 had occurred from the beginning of the comparative period or with effect from the date when common control is established for the Resulting Company 1, as applicable; and

54.8 any matter not dealt with in the Clause herein above shall be dealt with in accordance with the accounting standards applicable to the Resulting Company 1.

Section 7 – Conversion of HCIMPL to public

55. As an integral part of this Scheme and pursuant to the Scheme becoming effective, subject to such compliances and requisite approvals of Appropriate Authorities as may be required under Applicable Laws, HCIMPL shall stand converted to a public company and the name of HCIMPL shall stand changed to Vivriti Capital Limited or any other such name as may be approved by the Central Registration Centre.

56. Consequently, upon the change in name of HCIMPL, without any further act or instrument or deed, Clause I of the memorandum of association and Article 2 of the articles of association of HCIMPL shall be altered to reflect the deletion of the word "Private" from the name HCIMPL and the revised name shall stand as Vivriti Capital Limited or any other such name as may be approved by the Central Registration Centre.

57. Under the accepted principle of single window clearance and by virtue of the fact that the shareholders of HCIMPL, while approving this Scheme as a whole, have approved and accorded the relevant consents as required under the Act, for the amendment of the memorandum of association and articles of association of HCIMPL to reflect the conversion and change of name, HCIMPL shall not be required to pass separate resolutions under the applicable provisions of the Act. The name of HCIMPL will be changed consequently to Vivriti Capital Limited or any other such name as may be approved by the Central Registration Centre. HCIMPL undertakes to pay fees, if any, that may be required in relation to such change. The approval of the shareholders of HCIMPL and the approval of the NCLT to the Scheme shall be considered as the approval required under the provisions of the Act for such change. Similarly, all the existing policies, charters, standard operating procedures (SOPs), internal process notes, or any other form of internal byelaws of the Demerged Company shall be applicable mutatis mutandis to Resulting Company 1, and such existing policies, charters, standard operating procedures (SOPs), internal process notes, or any other form of internal byelaws, if any, shall be adopted by the Resulting Company 1 without any further action.

Section 7 – Change in name of VCL

58. As an integral part of this Scheme and pursuant to the Scheme becoming effective, subject to such compliances and requisite approvals of Appropriate Authorities as may be required under Applicable Laws, the name of VCL shall stand changed to Vivriti Financial Services Limited or any other such name as may be approved by the Central Registration Centre.

59. Consequently, upon the change in name of VCL, without any further act or instrument or deed, [Clause I] of the memorandum of association and [Article 2] of the articles of association of VCL shall be altered to reflect the revised name as Vivriti Financial Services Limited or any other such name as may be approved by the Central Registration Centre.

60. Under the accepted principle of single window clearance and by virtue of the fact that the shareholders of VCL, while approving this Scheme as a whole, have approved and accorded the relevant consents as required under the Act, for the amendment of the memorandum of association and articles of association of VCL to reflect the change of name, VCL shall not be required to pass separate resolutions under the applicable provisions of the Act. The

name of VCL will be changed consequently to Vivriti Financial Services Limited or any other such name as may be approved by the Central Registration Centre. VCL undertakes to pay fees, if any, that may be required in relation to such change. The approval of the shareholders of VCL and the approval of the NCLT to the Scheme shall be considered as the approval required under the provisions of the Act for such change. Similarly, all the existing policies, charters, standard operating procedures (SOPs), internal process notes, or any other form of internal byelaws of VCL shall be applicable mutatis mutandis to Vivriti Financial Services Limited and such existing policies, charters, standard operating procedures (SOPs), internal process notes, or any other form of internal byelaws, if any, shall be adopted by Vivriti Financial Services Limited without any further action.

61. **Wrong Pocket Assets**

61.1 If any part of the Demerged Undertaking 1 is not transferred to Resulting Company 1 on the Effective Date pursuant to the Demerger 1, the Demerged Company (or its successor entity), shall take such actions as may be reasonably required to ensure that such part of the Demerged Undertaking 1 is transferred to Resulting Company 1 promptly and for no further consideration. Resulting Company 1 shall bear all costs and expenses as may be incurred by the Demerged Company or its successor entity, subject to the prior written consent of Resulting Company 1, for giving effect to this Clause.

61.2 No part of the Remaining Business shall be transferred to Resulting Company 1 pursuant to the Demerger 1. If any part of the Remaining Business is inadvertently held by Resulting Company 1 after the Effective Date, Resulting Company 1 shall take such actions as may be reasonably required to ensure that such part of the Remaining Business is transferred back to the Demerged Company (or its successor entity), promptly and for no consideration. Resulting Company 1 shall bear all costs and expenses as may be required to be incurred by each of the Demerged Company (or its successor entity) or the Resulting Company 1 for giving effect to this Clause.

61.3 If the Demerged Company (or its successor entity) realizes any amounts after the Effective Date that form part of the Demerged Undertaking 1, it shall immediately make payment of such amounts to the Resulting Company 1. It is clarified that all receivables relating to the Demerged Undertaking 1, relating to the period prior to the Effective Date, but received after the Effective Date, shall be paid to the Resulting Company 1 for no additional consideration. If Resulting Company 1 realizes any amounts after the Effective Date that pertains to the Remaining Business, Resulting Company 1 shall immediately pay such amounts to the Demerged Company (or its successor entity).

61.4 Upon the coming into effect of the Scheme and with effect from the Appointed Date, in case of the contracts which cannot be transferred, novated or assigned on the Appointed Date, such contracts shall be transferred in due course, and the Demerged Company and the Resulting Company 1 shall enter into an interim arrangement in respect of such contracts until the completion of the novation of the said contract(s) in favour of the Resulting Company 1. Execution of such contracts, which are agreed to be transferred in due course during such period shall, to the extent legally permissible, be undertaken by the Demerged Company in trust for the Resulting Company 1 such that the full benefit arising out of such contracts may be passed on to the Resulting Company 1.

PART IV

AMALGAMATION OF THE AMALGAMATING COMPANY INTO THE AMALGAMATED COMPANY

Section 1 - Transfer and Vesting of the Amalgamating Undertaking

62. **Transfer**

Upon the coming into effect of the Scheme and with effect from the Appointed Date, the Amalgamating Undertaking shall, pursuant to the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act and Section 2(1B) of the IT Act, be and stand transferred to and vested in the Amalgamated Company, as a going concern without any further act, instrument, deed, matter or thing so as to become, the undertaking of the Amalgamated Company by virtue of and in the manner provided in the Scheme.

63. **Transfer of Assets**

63.1 Without prejudice to the generality of Clause 62 above, upon the coming into effect of this Scheme and with effect from the Appointed Date, all the estate, assets, properties, rights, claims, title, interest and authorities including accretions and appurtenances of the Amalgamating Undertaking, of whatsoever nature and wherever situate, whether or not included in the books of the Amalgamating Company shall, subject to the provisions of this Clause 63 in relation to the mode of vesting and pursuant to Sections 230 to 232 of the Act and without any further act, deed, matter or thing, be and stand transferred to and vested in or shall be deemed to have been transferred to and vested in the Amalgamated Company as a going concern so as to become as and from the Appointed Date, the estate, assets, rights, claims, title, interest authorities of the Amalgamated Company, subject to the provisions of this Scheme in relation to Encumbrances thereon in favour of banks and/or financial institutions.

63.2 In respect of such of the assets of the Amalgamating Company as are movable in nature or are otherwise capable of transfer by delivery of possession, payment or by endorsement and delivery, the same may be so transferred by the Amalgamating Company, and shall become the property of the Amalgamated Company with effect from the Appointed Date pursuant to the provisions of Section 230 to 232 of the Act without requiring any deed or instrument of conveyance for transfer of the same.

63.3 In respect of such of the assets belonging to the Amalgamating Company other than those referred to in Clause 63.2 above, the same shall, as more particularly provided in Clause 63.1 above, without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred to and vested in the Amalgamated Company upon the coming into effect of the Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act.

63.4 All assets, rights, titles or interests acquired by the Amalgamating Company after the Appointed Date shall also, without any further act, instrument or deed stand transferred to and vested in and be deemed to have been transferred to and vested in the Amalgamated Company upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act.

64. **Bank Accounts**

64.1 On and from the Effective Date and thereafter, the Amalgamated Company shall be entitled to operate all bank accounts of the Amalgamating Company and realize all monies in

relation to the Amalgamating Company.

64.2 With effect from the Effective Date and till such time that the name of the bank accounts of the Amalgamating Company have been replaced with that of the Amalgamated Company, the Amalgamated Company shall be entitled to operate the bank accounts of the Amalgamating Company, in so far as may be necessary. All cheques and other negotiable instruments, pay orders, electronic fund transfers (such as NEFT, RTGS, etc.) received or presented for encashment which are in the name of the Amalgamating Company on or after the Effective Date, as applicable, shall be deemed to have been in the name of Amalgamated Company and credited to the account of Amalgamated Company, if presented by Amalgamated Company or received through electronic transfers and shall be accepted by the relevant bankers and credited to the accounts of Amalgamated Company . Similarly, the banker of Amalgamated Company shall honour all cheques/ electronic fund transfer instructions issued by the Amalgamating Company for payment prior to the Effective Date. Amalgamated Company shall be allowed to maintain bank accounts in the name of the Amalgamating Company for such time as may be determined to be necessary by Amalgamated Company for presentation and deposition of cheques and pay orders that have been issued in the name of the Amalgamating Company. It is hereby expressly clarified that any legal proceedings by or against the Amalgamating Company, in relation to the cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Amalgamating Company shall be instituted, or as the case may be, continued by or against the Amalgamated Company on and after the Effective Date.

65. **Contracts, Deeds, Licenses, etc.**

65.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, indentures, trusts, deeds, bonds, agreements, schemes, placement memorandums, general information documents, key information documents, Fund Documents, arrangements and other instruments of whatsoever nature, to which the Amalgamating Company is a party or to the benefit of which the Amalgamating Company may be eligible or for the obligations of which the Amalgamating Company may be liable, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favour, as the case may be, of the Amalgamated Company and may be enforced as fully and effectually as if, instead of the Amalgamating Company, the Amalgamated Company had been a party or beneficiary or obligee thereto.

65.2 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Amalgamating Undertaking occurs by virtue of this Scheme itself, the Amalgamated Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any Law or otherwise, execute deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which the Amalgamating Company is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Amalgamated Company shall, under the provisions of Part IV of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Amalgamating Company and to carry out or perform all such formalities or compliances referred to above on the part of the Amalgamating Company to be carried out or performed.

65.3 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, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Amalgamating Company shall stand transferred to the

Amalgamated Company as if the same were originally given by, issued to or executed in favour of the Amalgamated Company, and the Amalgamated Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Amalgamated Company. The Amalgamated Company shall make applications to any Regulatory Authority as may be necessary in this behalf.

66. **Transfer of Liabilities**

66.1 Upon the coming into effect of this Scheme, all debts, liabilities (including VAMPL NCDs), loans raised and used, duties and obligations of the Amalgamating Company, whether or not recorded in its books and records shall, under the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be and stand transferred to and vested in and be deemed to be transferred to and vested in the Amalgamated Company to the extent that they are outstanding on the Effective Date so as to become as and from the Appointed Date (or in case of any liability incurred on a date after the Appointed Date, with effect from such date) the debts, liabilities, loans, obligations and duties of the Amalgamated Company on the same terms and conditions as were applicable to the Amalgamating Company and the Amalgamated Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts or liabilities have arisen in order to give effect to the provisions of this Clause.

66.2 Where any of the loans raised and used, debts, liabilities, duties and obligations of the Amalgamating Company as on the Appointed Date deemed to be transferred to the Amalgamated Company have been discharged by the Amalgamating Company on or after the Appointed Date, such discharge shall be deemed to have been for and on account of the Amalgamated Company.

66.3 Upon the coming into effect of the Scheme, all loans raised and used and all debts, liabilities, duties and obligations incurred or created by the Amalgamating Company from the Appointed Date, subject to the terms of this Scheme, shall be deemed to have been raised, used or incurred for and on behalf of the Amalgamated Company, and shall, to the extent they are outstanding on the Effective Date, without any further act or deed be and stand transferred to and be deemed to be transferred to the Amalgamated Company and shall become the loans, debts, liabilities, duties and obligations of the Amalgamated Company.

66.4 Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a liability including a contingent liability in whatever form), if any, due on the Effective Date between the Amalgamating Company and the Amalgamated Company shall automatically stand discharged and come to an end and there shall be no liability in that behalf on either the Amalgamating Company and the Amalgamated Company and the appropriate effect shall be given in the books of account and records of the Amalgamated Company.

66.5 All Encumbrances, if any, existing prior to the Effective Date over the assets of the Amalgamating Company shall, after the Effective Date, without any further act, instrument or deed, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date. Provided that if any of the assets of the Amalgamating Company which are being transferred to the Amalgamated Company pursuant to this Scheme have not been Encumbered as aforesaid, 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 absence of any formal amendment or approval which may be required by a lender or trustee or third party shall not affect the operation of

the above.

66.6 The existing Encumbrances over the other assets and properties of the Amalgamated Company or any part thereof which relate to the liabilities and obligations of the Amalgamated Company prior to the Effective Date shall continue to relate to such assets and properties and shall not extend or attach to any of the assets and properties of the Amalgamating Company transferred to and vested in the Amalgamated Company by virtue of the Scheme.

66.7 Without prejudice to the provisions of the foregoing Clauses and upon the effectiveness of the Scheme, the Amalgamated Company shall execute any instrument/s and/or document/s and/or do all the acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the respective Registrar of Companies to give formal effect to the above provisions, if required.

66.8 It is expressly provided that, save as mentioned in this Clause, no other term or condition of the liabilities transferred to the Amalgamated Company as part of the Scheme is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.

66.9 Upon the coming into effect of the Scheme and without prejudice to the aforesaid, the VAMPL NCDs, being debt securities issued by the Amalgamating Company in relation to the Amalgamating Undertaking, shall, pursuant to the provisions of Sections 230 to 232 and other relevant provisions of the Act, without any further act, instrument or deed, become the debt securities of the Amalgamated Company on the same terms and conditions, except to the extent modified under the provisions of this Scheme and all rights, powers, duties and obligations in relation thereto shall be and stand transferred, without cancellation, to and vested in or be deemed to have been transferred, without cancellation, to and vested in and shall be exercised by or against the Amalgamated Company by act of novation as if it was the issuer of the debt securities so transferred. Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Amalgamating Undertaking (including the VAMPL NCDs) occurs by virtue of this Scheme itself, the Amalgamated Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any Law or otherwise, take such actions and execute such deeds (including deeds of novation), confirmations or other writings or tripartite arrangements in relation to the VAMPL NCDs with any party to any contract or arrangement to which the Amalgamating Company is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Amalgamated Company shall be deemed to be authorized to execute any such writings on behalf of the Amalgamating Company and to carry out or perform all such formalities or compliances referred to above on the part of the Amalgamating Company to be carried out or performed. It is expressly provided that, no term or condition of the VAMPL NCDs (as provided in Schedule 2) transferred to the Amalgamated Company as part of the Scheme is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.

66.10 The VAMPL NCDs which are listed on BSE shall, upon transfer to and vesting in the Amalgamated Company in terms of this Scheme, subject to applicable regulations and prior approval / intimation requirements, if any, continue to be listed and/or admitted to trading on the relevant stock exchange(s) where the VAMPL NCDs are listed. The Board of the Amalgamated Company shall be authorized to take such steps and do all acts, deeds and things in relation to the foregoing. In the event the approval of the holders of VAMPL NCDs is required as per the directions of the NCLT, the facility for e-voting shall be provided at the meeting, if convened by the NCLT, after the disclosure of all material facts in the notice for such meeting, in accordance with applicable SEBI Scheme Circulars.

66.11 Pursuant to Clause 66.9 above, the holders of VAMPL NCDs whose names are recorded in the relevant registers of the Amalgamating Company on the Appointed Date, if any, or their legal heirs, executors or administrators or (in case of a corporate entity) its successors, shall continue holding the same number of NCDs in the Amalgamated Company as held by such NCD holder respectively in the Amalgamating Company and on the same terms and conditions.

66.12 Subject to the necessary consents being obtained, if required, in accordance with the terms of this Scheme, 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 or writings shall stand modified and/or superseded by the foregoing provisions.

67. **Encumbrances**

67.1 The transfer and vesting of the assets comprised in the Amalgamating Undertaking to and in the Amalgamated Company shall be subject to the Encumbrances, if any, affecting the same as hereinafter provided.

67.2 In so far as the existing Encumbrances in respect of the liabilities of the Amalgamating Company 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 Amalgamating Undertaking, which have already been Encumbered in respect of the liabilities as transferred to the Amalgamated Company pursuant to this Scheme. Provided that if any of the assets comprised in the Amalgamating Undertaking which are being transferred to the Amalgamated Company pursuant to this Scheme have not been Encumbered in respect of the liabilities pertaining to the Amalgamating Undertaking, such assets shall remain unencumbered and the existing Encumbrances referred to above shall not be extended to and shall not operate over such assets.

67.3 The Scheme shall not operate to enlarge the Encumbrances in respect of the liabilities of the Amalgamating Undertaking over the properties, assets, rights, benefits and interest of the Amalgamated Company (as existing immediately prior to the effectiveness of the Scheme) nor shall the Amalgamated 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.

67.4 In so far as the existing Encumbrances over the assets and other properties of the Amalgamated Company or any part thereof which relate to the liabilities of the Amalgamated Company prior to the Effective Date are concerned, such Encumbrances shall, without any further act, instrument or deed continue to relate to only such assets and properties and shall not extend or attach to any of the assets and properties of the Amalgamating Undertaking transferred to and vested in the Amalgamated Company by virtue of the Scheme.

67.5 The foregoing provisions shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security documents, all of which instruments, deeds or writings shall be deemed to have been modified and/ or superseded by the foregoing provisions. Any reference in any security documents or arrangements (to which the Amalgamating Company is a party) to the Amalgamating Company and its assets and properties, which relate to the Amalgamating Undertaking, shall be construed as a reference to the Amalgamated Company and the assets and properties of the Amalgamating Company transferred to the Amalgamated Company by virtue of the Scheme.

67.6 Without any prejudice to the provisions of the foregoing Clauses, the Amalgamating Company and the Amalgamated Company may 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 Registrar of Companies to give formal effect to the provisions of this Clause and foregoing Clauses, if required.

68. **Legal, taxation and other proceedings**

68.1 Upon the coming into effect of this Scheme, all legal, taxation or other proceedings under any Applicable Law, whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal), by or against the Amalgamating Company, under any statute, pending on the Effective Date, shall be continued and enforced by or against the Amalgamated Company as effectually and in the same manner and to the same extent as if the same had been instituted by or against, as the case may be, the Amalgamated Company.

68.2 The Amalgamated Company shall have all legal, taxation or other proceedings initiated by or against the Amalgamating Company referred to in Clause 68.1 above transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against the Amalgamated Company.

69. **Validity of Existing Resolutions, Policies, Charters, Standard Operating Procedures (SOPs) and any other internal regulations**

69.1 Upon the coming into effect of the Scheme, the resolutions (including resolutions passed for delegating powers to specific persons), if any, of the Amalgamating Company, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Amalgamated Company, unless specifically revoked/ cancelled.

69.2 Upon the coming into effect of the Scheme, the Amalgamated Company undertakes to continue to abide by any policies/ laws/ charters/ SOPs/ any other internal regulations, if any, as applicable to the Amalgamating Company, which shall be considered the policies/ laws/ charters/ SOPs/ internal regulations of the Amalgamated Company without the requirement of any further act or deed in this regard.

70. **Employees**

70.1 Upon the coming into effect of this Scheme, all Amalgamating Company Employees shall become the Employees of the Amalgamated Company, subject to the provisions hereof without any break in their service and on the basis of continuity of service and, on terms and conditions no less favourable than those on which they are engaged by the Amalgamating Company and without any interruption of service as a result of the Amalgamation. For the purpose of payment of any compensation, gratuity and other terminal benefits, the uninterrupted past services of such Amalgamating Company Employees with the Amalgamating Company shall also be taken into account and paid (as and when payable) by the Amalgamated Company. The services of such Amalgamating Company 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 appointments with the Amalgamating Company. The Amalgamated Company agrees that for the purpose of payment of any retrenchment compensation, if any, such past services with the Amalgamating Company shall also be taken into account.

70.2 It is clarified that save as expressly provided for in this Scheme, the Amalgamating

Company Employees, who become the Employees of the Amalgamated Company by virtue of this Scheme, shall not be entitled to the employment policies and shall not be entitled to avail of any schemes and benefits (including employee stock options) that may be applicable and available to any of the other Employees of the Amalgamated Company unless otherwise determined by the Amalgamated Company. The Amalgamated Company undertakes to continue to abide by any agreement/settlement/ polices, if any, entered into or deemed to have been entered into by the Amalgamated Company with, or applicable to, any Amalgamating Company Employee/ union (if any) of the Amalgamating Company.

70.3 Employee Stock Option Schemes:

70.3.1 With effect from the Effective Date, for the option holders who hold employee stock options (whether vested or unvested but not yet exercised as on the Record Date) granted by the Amalgamating Company under the VAMPL ESOP Schemes, irrespective of whether such option holders become employees of the Amalgamated Company or are former employees of the Amalgamating Company and in consideration for their contribution to the business of the Amalgamating Company:

(i) The employee stock options held by such option holders under the VAMPL ESOP Schemes shall automatically lapse and the VAMPL ESOP Schemes shall stand terminated, without any further act, instrument or deed by the Amalgamating Company, the Amalgamated Company or the option holders and without any approval or acknowledgment of any third party; and

(ii) Simultaneously with the action set out in 70.3.1 (i) above, the Amalgamated Company shall grant fresh employee stock options to the option holders of VAMPL ESOP Schemes under the new employee stock option scheme(s) formulated and adopted by the Amalgamated Company (“**VCL New ESOP Scheme(s)**”), in accordance with the terms and conditions as provided under the VAMPL ESOP Schemes (except for the exercise price as stated in Clause 70.3.2 below), and which are no less favorable than those provided under the VAMPL ESOP Schemes, however, subject to Applicable Laws.

(iii) The employee stock option to be granted by the Amalgamated Company to the option holders of the Amalgamating Company under the VCL New ESOP scheme(s) formulated and adopted by it shall be on the basis of exchange ratio as mentioned in Clause 70.3.1(iv) below, such that the option holders holding employee stock options under the VAMPL ESOP Schemes shall be entitled to receive the same economic benefit as they would have received under the VAMPL ESOP Schemes.

(iv) Fractional entitlements, if any, arising pursuant to the applicability of the exchange ratio shall be rounded off to the nearest lowest integer. For every 1 (one) employee stock options held by such option holders under the VAMPL ESOP Schemes, such option holder shall be entitled to receive 0.25 (point two five) employee stock options of VCL New ESOP Schemes formulated and adopted by it.

70.3.2 The exercise price payable for employee stock options to be granted by the Amalgamated Company to the option holders who hold employee stock options under the VAMPL ESOP Schemes shall be based on the exercise price payable by such option holders under the VAMPL ESOP Schemes as adjusted after taking into account the effect of exchange ratio as set out in Clause 70.3.1 above.

70.3.3 For each 1(one) employee stock options granted by the Amalgamated Company under VCL New ESOP Scheme(s), such option holders shall be entitled to receive 1(one) equity shares

of Amalgamated Company of face value of Rs. 10 (Rupees Ten only) each.

70.3.4 The aforesaid grant of employee stock options by the Amalgamated Company to the option holders who hold employee stock options under the VAMPL ESOP Schemes shall be effected as an integral part of this Scheme and the consent of the shareholders of the Amalgamating Company and Amalgamated Company to this Scheme shall be deemed to be their consent in relation to all matters pertaining to the new employee stock option scheme(s) of the Amalgamated Company and all related matters. No further approval of the shareholders of the Amalgamating Company, Amalgamated Company, or resolution, action or compliance would be required in connection under any Act and/ or the Applicable Laws.

70.3.5 The respective Board (or duly authorized committee(s) thereof) of the Amalgamating Company, Amalgamated Company shall be entitled at their sole discretion (but without any obligation) to take such actions including providing accelerated vesting or cash compensation or allotting additional employee stock options or adjusting exercise price or otherwise, at the respective Amalgamating Company Board's (or duly authorized committee(s) thereof) or Amalgamated Company Board's(or fully authorized committee(s) thereof), in order to give effect to the provisions of this Clause 70.3 without prejudicially affecting the option holders holding employee stock options under the VAMPL ESOP Schemes.

70.3.6 In relation to the new employee stock options to be granted by the Amalgamated Company, to the option holders of Amalgamating Company, the period during which the employee stock options granted by the Amalgamating Company under the VAMPL ESOP Schemes, were held by or deemed to have been held by the option holders shall be taken into account for determining the minimum vesting period required under the Applicable Laws, and the new employee stock option scheme(s) formulated and adopted by Amalgamated Company.

70.3.7 The Amalgamated Company shall be empowered to administer and implement the VCL ESOP Schemes and the VCL New ESOP Scheme(s) through the trust(s) created in relation to the VCL ESOP Schemes, VAMPL ESOP Schemes and the VCL New ESOP Scheme(s).

70.3.8 The Boards (or duly authorized committee(s) thereof) of the Amalgamating Company, Amalgamated Company, and the trustees of the relevant trusts administering the employee stock option scheme(s) shall be entitled to take such actions and execute such further documents as may be necessary or desirable for the purpose of giving effect to the provisions of this Scheme.

Section 2 – Taxation Matters

71. All taxes (including, without limitation, income tax, sales tax, excise duty, customs duty, service tax, VAT, goods and services tax, etc.) paid or payable by the Amalgamating Company in respect of the operations and/or the profits of the business before the Appointed Date, pertaining to the Amalgamating Undertaking, shall be on account of the Amalgamating Company and insofar as it relates to the tax payment (including without limitation income tax, sales tax, excise duty, custom duty, service tax, VAT, goods and services tax etc.), whether by way of deduction at source or otherwise howsoever by the Amalgamating Company in respect of the profits or activities or operations of its business relating to the Amalgamating Undertaking, with effect from the Appointed Date, the same shall be deemed to be the corresponding item paid or payable by the Amalgamated Company and shall, in all proceedings, be dealt with accordingly.

72. Obligation for deduction of taxes at source on any payments made by or to be made by the Amalgamating Company in respect of the Amalgamating Undertaking on or after the

Appointed Date, shall be made or deemed to have been made and duly complied with, by the Amalgamated Company. The Amalgamated Company shall be liable for any tax payable to Governmental Authorities under Tax Laws and shall be entitled to credits and refunds of any tax from Governmental Authorities under Tax Laws on or after the Appointed Date, regardless of whether such payments or receipts are provided or recorded in the books of the Amalgamating Company and whether such payments or receipts are due or realised on, before or after the Appointed Date.

73. Upon the coming into effect of the Scheme and with effect from the Appointed Date, all tax credits (direct and/ or indirect) pertaining to the Amalgamating Company including all or any refunds and claims whether in relation to any contracts or pending with any Governmental Authority, and including the right to claim credit for minimum alternate tax and carry forward of accumulated losses, and utilized CENVAT credit, VAT credit, input tax credit for CGST SGST and IGST etc. shall, for all purposes, be treated as the tax/cess/ duty, liabilities or refunds, claims, accumulated losses and unutilized CENVAT credits, VAT credit, CGST, SGST and IGST credits and rights to claim credit or refund etc. of the Amalgamated Company.

74. Any GST liability/ GST benefits (including refund, input tax credits, etc) of the Amalgamating Company on or after the Appointed Date shall be treated as the GST liability/ benefits of the Amalgamated Company.

75. The Amalgamated Company may avail GST credits and/or any other indirect tax benefits, which relate to the Amalgamating Undertaking in the same manner had they been availed by Amalgamating Company, and the Amalgamated Company shall act in the interest of Amalgamating Company for the purpose of any GST-related liabilities or benefits arising during such time. The Amalgamating Company shall transfer balance of such GST credit and/ or any other indirect tax benefits to the Amalgamated Company (in accordance with the procedure prescribed under India GST Act(s)).

76. The Amalgamating Company shall act on behalf of (as per GST law) the Amalgamated Company for the purpose of any GST liability/ GST benefits arising on or after the Appointed Date.

77. Any Tax incentives, subsidies, exemptions, special status, tax benefits (including but not limited to export incentives, credits/ incentives in respect of income tax, sales tax, value added tax, GST, turnover tax, excise duty and service tax), duty drawbacks, and other benefits, credits, exemptions or privileges, whether granted by a Governmental Authority, or enjoyed, or availed of, by the Amalgamating Company, in so far as they relate to, or are available for, the operations and activities of the Amalgamating Company on or after the Appointed Date, shall, without any further act or deed, vest with, and be available to, the Amalgamated Company on the same terms and conditions, as if the same had been allotted and/ or granted and/ or sanctioned and/ or allowed to the Amalgamated Company.

78. The Amalgamated Company is expressly permitted to revise and file its income tax returns and other statutory returns, including tax deducted / collected at source returns, service tax returns, excise tax returns, sales tax / VAT / goods and services tax returns, as may be applicable and has expressly reserved the right to make such provision in its returns and to claim refunds, advance tax credits, credit of tax under Section 115JB of the IT Act, credit of dividend distribution tax, credit of tax deducted at source, credit of foreign taxes paid/withheld, etc. if any, as may be required for the purposes of/consequent to implementation of the Scheme.

79. The Amalgamated Company is expressly permitted to file income tax returns and other statutory returns, including tax deducted / collected at source returns, service tax returns,

excise tax returns, sales tax / VAT / goods and services tax returns, as may be applicable on behalf of Amalgamating Company as required to be filed after the Appointed Date or Effective Date.

Section 3 - Conduct of Business

80. During the period between the approval of the Scheme by the Board of the Amalgamating Company and the Board of the Amalgamated Company and the Effective Date, the business of the Amalgamating Company and the Amalgamated Company shall be carried out with diligence and business prudence in the ordinary course consistent with past practice in good faith and in accordance with Applicable Law and the respective articles of association and memorandum of association.

81. The Amalgamating Company shall not, from the approval of the Scheme by the Board of the Amalgamating Company and the Board of the Amalgamated Company and upto and including the Effective Date, without the prior written consent of the Board of the Amalgamated Company:

    (a) sell, transfer, alienate, charge, mortgage, or Encumber the Amalgamating Undertaking or any part thereof except in the ordinary course of business as carried on by it consistent with past practice;

    (b) either incorporate a subsidiary or acquire an interest in an entity so as to constitute such entity as a subsidiary of the Amalgamating Company;

    (c) make any alteration to its articles of association or any other document or agreement establishing, evidencing or relating to its constitution or operation;

    (d) declare any dividend, announce any buy back of securities or make or agree to make any changes to its capital structure in any manner, determined on a fully diluted basis, whether by any increase (including by way of issue of equity and/or preference shares, bonus shares and/or convertible shares/debentures or otherwise), decrease, reduction, reclassification, sub-division, consolidation, re-organization, or in any other manner, other than:

        (i) except as may be expressly required or permitted under this Scheme; or

        (ii) in the ordinary course of business;

    (e) make any material change in any method of accounting or accounting practice or policy with respect to the operations of the Amalgamating Company, except to the extent required by any change in Applicable Law or accounting standards.

82. The Amalgamated Company shall be entitled to declare and pay dividends, whether interim or final, to its shareholders in respect of the accounting period after the Appointed Date subject to Applicable Law and the Act.

83. 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 the Amalgamated Company to demand or to claim any dividends, which subject to the provisions of the Act, shall be entirely at the discretion of the Board of the Amalgamated Company.

Section 4 – Consideration for Amalgamation

84. Upon the Effective Date and in consideration of the transfer and vesting of the Amalgamating Undertaking in the Amalgamated Company pursuant to Part IV of this Scheme and consequent activities undertaken by Amalgamated Company post Appointed Date, for and on behalf of the Amalgamating Undertaking, the Amalgamated Company shall, without any further act or deed, issue and allot to the shareholders of the Amalgamating Company, other than the Amalgamated Company, whose names are recorded in the register of members as a member of the Amalgamating Company as on the Effective Date or their legal heirs, executors or administrators or (in case of a corporate entity) its successors, equity shares/ CCPS in the Amalgamated Company ("**Amalgamation Consideration Shares**") in the following ratio (the "**Amalgamation Share Entitlement Ratio**").

With respect to equity shares:

0.25 equity shares in the Amalgamated Company of the face value of Rs. 10 (Rupees Ten only) each (credited as fully paid-up) for every 1 equity share of the face value of Rs. 10 (Rupees Ten only) each fully paid-up held by such member in the Amalgamating Company.

With respect to Series A CCPS:

0.25 Series E CCPS in the Amalgamated Company of the face value of Rs. 10 (Rupees Ten only) each (credited as fully paid-up) for every 1Series A CCPS of the face value of Rs. 10 (Rupees Ten only) each fully paid-up held by such member in the Amalgamating Company.

* *Fractional entitlements, if any, arising shall be rounded off to the nearest lower integer.*

** *Key terms including the conversion terms of shares issued by VCL is disclosed in Schedule 4.*

85. Unless otherwise notified in writing on or before such date as may be determined by the Board of the Amalgamated Company or a committee thereof, the Amalgamation Consideration Shares issued to the members of the Amalgamating Company, other than the Amalgamated Company, by the Amalgamated Company shall be issued in dematerialized form by the Amalgamated Company provided that the details of the depository accounts of the members of the Amalgamating Company are made available to the Amalgamated Company by the Amalgamating Company at least 10 (ten) working days prior to the Effective Date. In the event that such details are not available with the Amalgamated Company, it shall issue the Amalgamation Consideration Shares to the members of the Amalgamating Company in physical form.

86. In the event of there being any pending share transfers, whether lodged or outstanding, of any member of the Amalgamating Company, the Board of the Amalgamated Company shall be empowered in appropriate cases, prior to or even subsequent to the Appointed Date, to effectuate such a transfer as if such changes in registered holder were operative as on the Appointed Date, in order to remove any difficulties arising to the transferor of the shares in the Amalgamating Company and in relation to the shares issued by the Amalgamated Company, after the effectiveness of the Scheme. The Board of the Amalgamated Company shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new shareholders in the Amalgamated Company on account of difficulties faced in the transaction period.

87. Where Amalgamation Consideration Shares are to be allotted to heirs, executors or administrators or, as the case may be, to successors of deceased equity shareholders of the Amalgamating Company, the concerned heirs, executors, administrators or successors shall be obliged to produce evidence of title satisfactory to the Board of the Amalgamated

Company.

88. The Amalgamation Consideration Shares to be issued and allotted by the Amalgamated Company in terms of this Scheme shall be subject to the provisions of the memorandum and articles of association of the Amalgamated Company and shall rank pari passu in all respects and shall have the same rights attached to the then existing equity shares of the Amalgamated Company as per the shareholders' agreement.

89. Amalgamation Consideration Shares to be issued by the Amalgamated Company pursuant to Clause 84 above in respect of such equity shares of the Amalgamating Company, the allotment or transfer of which is held in abeyance under Applicable Law shall, pending allotment or settlement of dispute by order of the appropriate court or otherwise, also be kept in abeyance in like manner by the Amalgamated Company.

90. In the event of any increase in the issued, subscribed or paid up share capital of the Amalgamated Company or the Amalgamating Company, issuance of any instruments convertible into equity shares or restructuring of their respective equity share capital including by way of consolidation, share split, issue of bonus shares or other similar action, as per Applicable Laws, that occurs after the date of approval of the Scheme by the respective Boards and before issuance of shares to the shareholders of the Amalgamating Company pursuant to Clause 84 above, the Amalgamation Share Entitlement Ratio will be appropriately adjusted to take into account the effect of such issuance or corporate actions and assuming conversion of any such issued instruments convertible into equity shares. Notwithstanding anything contained in Clause 3 of Part VII, any modifications/ amendments or additions/deletions to the Scheme as may be required to give effect to this Clause, shall be made with the approval of the respective Boards. The aforesaid powers of the Boards to give effect to the modification/ amendments to the Scheme may be exercised subject to the approval of NCLT or any other Appropriate Authorities as may be required under Applicable Law.

Section 5 – Changes to the share capital of the Amalgamated Company

91. **Increase of the authorized share capital of the Amalgamated Company**

91.1 As an integral part of the Scheme, and, upon the coming into effect of the Scheme, the authorized share capital of the Amalgamated Company shall automatically stand increased, without any further act, instrument or deed on the part of the Amalgamated Company, such that upon the effectiveness of the Scheme, the authorized share capital of the Amalgamated Company shall be Rs. 168,59,70,630 (Rupees One Hundred Sixty Eight Crores Fifty Nine Lakhs Seventy Thousand Six Hundred Thirty only) comprising of 640,00,000 equity shares of Rs. 10 (Rupees Ten only) each and 10,26,37,063 compulsorily convertible preference shares of Rs. 10 (Rupees Ten only) each and 19,60,000 Class B differential equity shares of Rs. 10 (Rupees Ten only) each, without any further act, deed, resolution, instrument or writing. The capital clause of the Memorandum of Association of the Amalgamated Company shall, upon the coming into effect of this Scheme and without any further act, deed, instrument, resolution or writing be altered and modified as follows:

MEMORANDUM OF ASSOCIATION

"The Authorized Share Capital of the Company is Rs. 168,59,70,630 (Rupees One Hundred Sixty Eight Crores Fifty Nine Lakhs Seventy Thousand Six Hundred Thirty only) divided into 640,00,000 equity shares of Rs. 10 (Rupees Ten only) each and 10,26,37,063 redeemable compulsorily convertible preference shares of Rs. 10 (Rupees Ten only) each and 19,60,000 Class B differential equity shares of Rs. 10 (Rupees Ten only) each ..."

91.2 It is clarified that for the purposes of Clause 91.1 above, the consent of the members of the Amalgamated Company to the Scheme shall be deemed to be sufficient for the purposes of effecting the above amendment or increase in authorized share capital of the Amalgamated Company, and no further resolution under Section 13, Section 14, Section 61 or any other applicable provisions of the Act would be required to be separately passed. In accordance with Section 232 (3)(i) of the Act, the stamp duties and fees (including registration fee) paid on the authorized share capital of the Amalgamating Company shall be utilized and applied to the increased authorized share capital of the Amalgamated Company and there would be no requirement for any further payment of stamp duty and/or fee by the Amalgamated Company for increase in the authorised share capital to that extent.]

92. **Change in the issued, subscribed and paid-up share capital of the Amalgamated Company**

Upon the Scheme becoming effective, the issued, subscribed and paid-up share capital of the Amalgamated Company shall stand suitably increased consequent upon the issuance of new equity shares in accordance with the Scheme. It is clarified that no special resolution under the Act shall be required to be passed by the Amalgamated Company separately in a general meeting for issue of Amalgamation Consideration Shares to the members of the Amalgamating Company under this Scheme and for the members of the Amalgamated Company approving this Scheme, it shall be deemed that they have given their consent to the issue of the Amalgamation Consideration Shares to the members of the Amalgamating Company in terms of the Scheme.

Section 6 – Accounting Treatment in the Books of the Amalgamated Company

93. Notwithstanding anything to the contrary herein, the Amalgamated Company shall account for the Amalgamation of the Amalgamating Company with the Amalgamated Company, on completion of all substantial conditions for the transfer, in accordance with "pooling of interests method" laid down in Appendix C of Ind AS 103 (Business Combination 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, such that:

93.1 the Amalgamated Company shall record the assets, liabilities and reserves, if any, of the Amalgamating Company vested in it pursuant to this Scheme, at the respective book value or carrying value and in the same form as appearing in the books of the Amalgamating Company;

93.2 The identity of the reserves of the Amalgamating Company shall be preserved and the Amalgamated Company shall record the reserves of the Amalgamating Company in the same form and at the same values as they appear in the financial statements of the Amalgamating Company.

93.3 pursuant to the Amalgamation of the Amalgamating Company with the Amalgamated Company, the inter-company balances between the Amalgamating Company and the Amalgamated Company, as appearing in the books of the Amalgamated Company and the investment of the Amalgamated Company in the Amalgamating Company shall stand cancelled;

93.4 Amalgamated Company shall credit its equity share capital and compulsorily convertible preference share capital in lieu of purchase consideration payable to the shareholders of the Amalgamating Company (other than Amalgamated Company) at nominal value.

93.5 the surplus/ deficit, if any, after taking the effect of Clause 93.1 and after giving the effect

of the adjustments referred to in Clause 93.4 above, shall be transferred to capital reserve in the financial statements of the Amalgamated Company and shall be presented separately from other capital reserves with the disclosure of its nature and purpose in the notes;

93.6 in case of any difference between the accounting policy of the Amalgamating Company and the Amalgamated Company, then the accounting policy of the Amalgamated Company will prevail, to ensure that the financial statements reflect the financial position based on the consistent accounting policies;

93.7 comparative financial information in the financial statements of the Amalgamated Company shall be restated for the accounting impact of the Amalgamation, as stated above, as if the Amalgamation had occurred from the beginning of the comparative period; and

93.8 any matter not dealt with in the Clause herein above shall be dealt with in accordance with the accounting standards applicable to the Amalgamated Company.

Section 7 – Accounting Treatment in the Books of the Amalgamating Company

94. Upon the Scheme coming into effect and pursuant to the provisions of the Act and receipt of relevant approvals, the Amalgamating Company will dissolve without winding up and no specific accounting is prescribed in the Indian Accounting Standards specified under Section 133 of the Act for such transfer.

Section 8 – Dissolution

95. Upon the coming into effect of the Scheme, the Amalgamating Company shall stand dissolved without winding up.

96. The name of the Amalgamating Company shall be removed from the Register of Companies by the Registrar of Companies upon this Scheme becoming effective.

PART V

DEMERGER OF THE DEMERGED UNDERTAKING 2 FROM THE DEMERGED COMPANY TO THE RESULTING COMPANY 2

Section 1 - Transfer and Vesting of the Demerged Undertaking 2

97. **Transfer**

Upon the coming into effect of the Scheme and with effect from the Appointed Date, the Demerged Undertaking 2 shall, pursuant to the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act and Section 2(19AA) and Section 2(41A) of the IT Act and pursuant to the sanction of NCLT (as envisaged by Clause 6 of Part VII of this document), be and stand transferred to and vested in the Resulting Company 2, as a going concern without any further act, instrument, deed, matter or thing so as to become, the undertaking of the Resulting Company 2 by virtue of and in the manner provided in the Scheme.

98. **Transfer of Assets**

98.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Demerged Undertaking 2 (including all the estate, assets, rights, claims, title, interest and authorities including accretions and appurtenances of such Demerged Undertaking 2) shall, subject to the provisions of this Clause 98 in relation to the mode of transfer and vesting and pursuant to Section 230 to 232 of the Act and without any further act or deed, be demerged from the Demerged Company and be transferred to and vested in and be deemed to have been demerged from the Demerged Company and transferred to and vested in the Resulting Company 2 as a going concern so as to become as and from the Appointed Date, the estate, assets, rights, claims, title, interest and authorities of the Resulting Company 2, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or financial institutions.

98.2 In respect of such of the assets of the Demerged Undertaking 2 as are movable in nature or are otherwise capable of transfer by delivery of possession or by endorsement and delivery, the same shall be so transferred by the Demerged Company, respectively, upon the coming into effect of the Scheme, and shall become the property of the Resulting Company 2 as an integral part of the Demerged Undertaking 2 with effect from the Appointed Date pursuant to the provisions of Section 230 to 232 of the Act without requiring any deed or instrument of conveyance for transfer of the same, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or financial institutions.

98.3 In respect of such of the assets of the Demerged Undertaking 2 as are immovable in nature, the same shall be so transferred by the Demerged Company, upon the coming into effect of the Scheme, and shall become the property of the Resulting Company 2 as an integral part of the Demerged Undertaking 2 with effect from the Appointed Date pursuant to the provisions of Section 230 to 232 of the Act without requiring any deed or instrument of conveyance for transfer of the same, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or financial institutions and upon registration of the Scheme with the relevant revenue authorities.

98.4 In respect of movables other than those dealt with in Clause 98.2 above including sundry debts, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Appropriate Authority, quasi-governmental authority, local or other authority or body or with any company or other person, the same shall on and from the Appointed Date

stand transferred to and vested in the Resulting Company 2 without any notice or other intimation to such person, debtor, or depositor (although the Resulting Company 2 may without being obliged and if it so deems appropriate at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or depositor, as the case may be, that the said debt, loan, advance, balance or deposit stands transferred and vested in the Resulting Company 2).

98.5 Without prejudice to the generality of the foregoing, all assets, estate, rights, title, interest and authorities held by the Demerged Company on the Appointed Date as regards the Demerged Undertaking 2, not otherwise specified in Clause 98.2, Clause 98.3 and Clause 98.4 above, shall stand transferred to and vest in the Resulting Company 2 upon the coming into effect of this Scheme pursuant to the provisions of Sections 230 to 232 of the Act.

98.6 All assets, rights, title, interest and investments of the Demerged Company in relation to the Demerged Undertaking 2 shall also, without any further act, instrument or deed stand transferred to and vested in and be deemed to have been transferred to and vested in the Resulting Company 2 upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act.

98.7 Without prejudice to the generality of the foregoing, upon the effectiveness of the Scheme and with effect from the Appointed Date, the Resulting Company 2 will be entitled to all the intellectual property of the Demerged Company in relation to the Demerged Undertaking 2, if any, whether registered or unregistered, along with all rights of commercial nature including attached goodwill, title, interest, copyrights, trademarks and all such other industrial or intellectual rights of whatsoever nature. The Resulting Company 2 may take such actions as may be necessary and permissible to get the same transferred and/or registered in the name of the Resulting Company 2.

98.8 For the avoidance of doubt, upon the coming into effect of this Scheme and with effect from the Appointed Date, all the rights, title, interest and claims of the Demerged Company in any leasehold/licensed properties in relation to the Demerged Undertaking 2, if any, shall, pursuant to Section 230 to 232 of the Act, be transferred to and vested in or be deemed to have been transferred to and vested in the Resulting Company 2 automatically without requirement of any further act or deed.

99. **Bank Accounts**

99.1 On and from the Effective Date and thereafter, the Resulting Company 2 shall be entitled to operate all bank accounts of the Demerged Company, in relation to or in connection with the Demerged Undertaking 2, and realize all monies in relation to the Demerged Undertaking 2.

99.2 With effect from the Effective Date and till such time that the name of the bank accounts of the Demerged Company, in relation to or in connection with the Demerged Undertaking 2, have been replaced with that of the Resulting Company 2, the Resulting Company 2 shall be entitled to operate the bank accounts of the Demerged Company, in relation to or in connection with the Demerged Undertaking 2, in the name of the Demerged Company in so far as may be necessary. All cheques and other negotiable instruments, pay orders, electronic fund transfers (such as NEFT, RTGS, etc.) received or presented for encashment which are in the name of the Demerged Company on or after the Effective Date, as applicable, in so far as the same forms part of the Demerged Undertaking 2 prior to the Effective Date, shall be deemed to have been in the name of Resulting Company 2 and credited to the account of Resulting Company 2, if presented by Resulting Company 2 or received through electronic transfers and shall be accepted by the relevant bankers and credited to the accounts of Resulting Company 2. Similarly, the banker of Resulting

Company 2 shall honour all cheques/ electronic fund transfer instructions issued by the Demerged Company (in relation to the Demerged Undertaking 2) for payment prior to the Effective Date. Resulting Company 2 shall be allowed to maintain bank accounts in the name of the Demerged Company for such time as may be determined to be necessary by Resulting Company 2 for presentation and deposition of cheques and pay orders that have been issued in the name of the Demerged Company, in relation to or in connection with the Demerged Undertaking 2. It is hereby expressly clarified that any legal proceedings by or against the Demerged Company in relation to or in connection with the Demerged Undertaking 2, in relation to the cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of Demerged Company shall be instituted, or as the case may be, continued by or against the Resulting Company 2 on and after the Effective Date.

100. **Contracts, Deeds, Licenses, etc.**

100.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme including Clause 15, all contracts (including without limitation any service contracts, consultant contracts, contracts with vendors and suppliers), deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Demerged Undertaking 2, to which the Demerged Company is a party or to the benefit of which the Demerged Company may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall, without any further act or deed, continue in full force and effect against or in favour, as the case may be, of the Resulting Company 2 and may be enforced, without any further act or deed, as fully and effectually as if, instead of the Demerged Company, the Resulting Company 2 had been a party or beneficiary or obligee thereto. It shall not be necessary to obtain the consent of any third party or other person who is a party to any such contracts, deeds, bonds, agreements, schemes, arrangements and other instruments to give effect to the provisions of this Clause 100 of the Scheme.

100.2 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Demerged Undertaking 2 occurs by virtue of this Scheme itself, the Resulting Company 2 may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any Law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which the Demerged Company is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Resulting Company 2 shall be deemed to be authorized to execute any such writings on behalf of the Demerged Company and to carry out or perform all such formalities or compliances referred to above on the part of the Demerged Company to be carried out or performed.

100.3 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, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Demerged Company in relation to the Demerged Undertaking 2, including by any Appropriate Authority, including the benefits of any applications made for any of the foregoing, shall stand transferred to the Resulting Company 2 as if the same were originally given by, issued to or executed in favour of the Resulting Company 2, and the Resulting Company 2 shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Resulting Company 2. The Resulting Company 2 shall make necessary applications/ file relevant forms to any Appropriate Authority as may be necessary in this behalf.

100.4 Without prejudice to the aforesaid, it is clarified that if any assets (estate, claims, rights, title, interest in or authorities relating to such assets) or any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the Demerged Undertaking 2 which the Demerged Company owns or to which the Demerged Company is a party to, cannot be transferred to the Resulting Company 2 for any reason whatsoever, the Demerged Company shall hold such asset or contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of the Resulting Company 2, insofar as it is permissible so to do, till such time as the transfer is effected.

100.5 The Demerged Company and the Resulting Company 2 shall, however, between themselves, treat each other as if that all assets, liabilities, contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the Demerged Undertaking 2 had been transferred to the Resulting Company 2 on the Effective Date, together with the economic benefits and burdens thereof as of and from the Appointed Date; and

100.6 The Resulting Company 2 shall perform or assist the Demerged Company in performing all of the obligations under those contracts, deeds, bonds, agreements, schemes, arrangements of other instruments of whatsoever nature in relation to such assets and liabilities.

101. **Transfer of Liabilities**

101.1 Upon the coming into effect of this Scheme, liabilities of the Demerged Company as on the Appointed Date appertaining and relatable to the AMC Business, whether provided for or not in the books of account or disclosed in the balance sheet of the Demerged Company, (“**Demerged Liabilities 2**”) shall, without any further act or deed, be and stand transferred to and be deemed to be transferred to the Resulting Company 2 to the extent that they are outstanding as on the Effective Date and shall become the liabilities of the Resulting Company 2 which shall meet, discharge and satisfy the same and the Demerged Company shall in no event be responsible or liable in relation to any such Demerged Liabilities 2. The term “**Demerged Liabilities 2**” shall include, without limitation:

(a) the liabilities which arise out of the activities or operations of the Demerged Undertaking 2;

(b) VAMPL NCDs;

(c) the specific loans or borrowings (including listed and unlisted commercial papers issued and debentures, if any, raised, incurred and utilized solely for the activities or operations of the Demerged Undertaking 2); and

(d) in cases other than those referred to in sub-clause (a), sub-clause (b) or sub-clause (c) above, so much of the amounts of general or multipurpose borrowings, if any, of the Demerged Company, as stand in the same proportion which the value of the assets transferred pursuant to the Demerger 2 bears to the total value of the assets of the Demerged Company immediately prior to the Effective Date.

101.2 Where any of the loans raised and used, debts, liabilities, duties and obligations of the Demerged Company with respect to the Demerged Undertaking 2 as on the Appointed Date deemed to be transferred to the Resulting Company 2 have been discharged by the Demerged Company on or after the Appointed Date, such discharge shall be deemed to have been for and on account of the Resulting Company 2.

101.3 In so far as the existing Encumbrances in respect of the Demerged Liabilities 2 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 Demerged Undertaking 2 which have been Encumbered in respect of the Demerged Liabilities 2 as transferred to the Resulting Company 2 pursuant to this Scheme. Provided that if any of the assets comprised in the Demerged Undertaking 2 which are being transferred to the Resulting Company 2 pursuant to this Scheme have not been Encumbered in respect of the Demerged Liabilities 2, 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 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.

101.4 For the avoidance of doubt, it is hereby clarified that in so far as the assets comprising the Residual Business are concerned, the Encumbrances over such assets relating to the Demerged Liabilities 2 shall, as and from the Effective Date without any further act, instrument or deed be released and discharged from the obligations and Encumbrances relating to the same. 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. Further, in so far as the assets comprised in the Demerged Undertaking 2 are concerned, the Encumbrances over such assets relating to any loans, borrowings or debentures or other debts or debt securities which are not transferred pursuant to this Scheme (and which shall continue with the Demerged Company), shall without any further act or deed be released from such Encumbrances and shall no longer be available as security in relation to such liabilities.

101.5 Without prejudice to the provisions of the foregoing Clauses and upon the effectiveness of the Scheme, the Demerged Company and the Resulting Company 2 shall execute any instrument/s and/or document/s and/or do all the acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the respective Registrar of Companies to give formal effect to the above provisions, if required.

101.6 Upon the coming into effect of this Scheme, the Resulting Company 2 alone shall be liable to perform all obligations in respect of the Demerged Liabilities 2, which have been transferred to it in terms of this Scheme, and the Demerged Company shall not have any obligations in respect of such Demerged Liabilities 2.

101.7 It is expressly provided that, save as mentioned in this Clause 101, no other term or condition of the liabilities transferred to the Resulting Company 2 as part of the Scheme is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.

101.8 Upon the coming into effect of the Scheme and without prejudice to the aforesaid, the VAMPL NCDs, being debt securities issued by the Demerged Company in relation to the Demerged Undertaking 2, shall, pursuant to the provisions of Sections 230 to 232 and other relevant provisions of the Act, without any further act, instrument or deed, become the debt securities of the Resulting Company 2 on the same terms and conditions, except to the extent modified under the provisions of this Scheme and all rights, powers, duties and obligations in relation thereto shall be and stand transferred, without cancellation, to and vested in or be deemed to have been transferred, without cancellation, to and vested in and shall be exercised by or against the Resulting Company 2 as if it was the issuer of the debt securities so transferred. Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Demerged Undertaking 2 (including the VAMPL NCDs) occurs by virtue of this Scheme itself, the Resulting Company 2 may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any Law or otherwise, take such actions and execute such deeds (including deeds of novation), confirmations or other writings or tripartite arrangements in

relation to the VAMPL NCDs with any party to any contract or arrangement to which the Demerged Company is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Resulting Company 2 shall be deemed to be authorized to execute any such writings on behalf of the Demerged Company and to carry out or perform all such formalities or compliances referred to above on the part of the Demerged Company to be carried out or performed. It is expressly provided that, no term or condition of the VAMPL NCDs (as provided in Schedule 2) transferred to the Resulting Company 2 as part of the Scheme is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.

101.9 The VAMPL NCDs which are listed on BSE shall, upon transfer to and vesting in the Resulting Company 2 in terms of this Scheme, subject to applicable regulations and prior approval / intimation requirements, if any, continue to be listed and/or admitted to trading on the relevant stock exchange(s) where the VAMPL NCDs are listed. The Board of the Resulting Company 2 shall be authorized to take such steps and do all acts, deeds and things in relation to the foregoing.

101.10 Pursuant to Clause 101.8, the holders of VAMPL NCDs whose names are recorded in the relevant registers of the Demerged Company on the Appointed Date, if any, or their legal heirs, executors or administrators or (in case of a corporate entity) its successors, shall continue holding the same number of NCDs in the Resulting Company 2 as held by such NCD holder respectively in the Demerged Company and on the same terms and conditions.

101.11 Subject to the necessary consents being obtained, if required, in accordance with the terms of this Scheme, the provisions of this Clause 101 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 or writings shall stand modified and/or superseded by the foregoing provisions.

102. **Encumbrances**

102.1 The transfer and vesting of the assets comprised in the Demerged Undertaking to and in Resulting Company 2 shall be subject to the Encumbrances, if any, affecting the same as hereinafter provided.

102.2 In so far as the existing Encumbrances in respect of the liabilities pertaining to the Demerged Undertaking 2 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 Demerged Undertaking 2, which have already been Encumbered in respect of the liabilities as transferred to the Resulting Company 2 pursuant to this Scheme. Provided that if any of the assets comprised in the Demerged Undertaking 2 which are being transferred to Resulting Company 2 pursuant to this Scheme have not been Encumbered in respect of such liabilities pertaining to the Demerged Undertaking 2, such assets shall remain unencumbered and the existing Encumbrances referred to above shall not be extended to and shall not operate over such assets.

102.3 The Scheme shall not operate to enlarge the Encumbrances in respect of the liabilities of the Demerged Undertaking 2 over the properties, assets, rights, benefits and interest of the Resulting Company 2 (as existing immediately prior to the effectiveness of the Scheme) nor shall the Resulting Company 2 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.

102.4 Upon the coming into effect of the Scheme and with effect from the Appointed Date,

subject to the other provisions of this Scheme, in so far as the assets forming part of the Demerged Undertaking 2 are concerned, the Encumbrances over such assets, to the extent they relate to any loans or borrowings or debentures or other debt or debt securities of the Residual Business, shall, as and from the Effective Date, without any further act, instrument or deed, stand released and discharged and shall no longer be available as Encumbrances in relation to those liabilities of the Demerged Company pertaining to the Residual Business (and which shall continue with the Demerged Company).

102.5 Upon the coming into effect of the Scheme and with effect from the Appointed Date, in so far as the assets of the Residual Business are concerned, the Encumbrances over such assets, to the extent they relate to any loans or borrowings forming part of the Demerged Undertaking 2 shall, without any further act, instrument or deed be released and discharged from such Encumbrances. The absence of any formal amendment which may be required by a bank and/ or financial institution or trustee or third party in order to effect such release shall not affect the operation of this Clause.

102.6 Upon the coming into effect of the Scheme and with effect from the Appointed Date, in so far as the existing Encumbrances in respect of the loans and other liabilities relating to Residual Business are concerned, such Encumbrances shall, without any further act, instrument or deed be continued with the Demerged Company, only on the assets relating to the Residual Business and the assets of the Demerged Undertaking 2 shall stand released therefrom.

102.7 Upon the coming into effect of the Scheme and with effect from the Appointed Date, in so far as the existing Encumbrances over the assets and other properties of the Resulting Company 2 or any part thereof which relate to the liabilities of the Resulting Company 2 prior to the Effective Date are concerned, such Encumbrance shall, without any further act, instrument or deed continue to relate to only such assets and properties and shall not extend or attach to any of the assets and properties of the Demerged Undertaking 2 transferred to and vested in the Resulting Company 2 by virtue of the Scheme.

102.8 The foregoing provisions shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security documents, all of which instruments, deeds or writings shall be deemed to have been modified and/ or superseded by the foregoing provisions. Any reference in any security documents or arrangements (to which the Demerged Company is a party) to the Demerged Company and its assets and properties, which relate to the Demerged Undertaking 2, shall be construed as a reference to the Resulting Company 2 and the assets and properties of the Demerged Company transferred to the Resulting Company 2 by virtue of the Scheme.

102.9 Without prejudice to the provisions of the foregoing Clauses, the Demerged Company and the Resulting Company 2 may 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 Registrar of Companies to give formal effect to the provisions of this Clause and foregoing Clauses, if required.

103. **Legal, taxation and other proceedings**

103.1 Upon the coming into effect of this Scheme, all legal, taxation or other proceedings, whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal), by or against the Demerged Company and relating to the Demerged Undertaking 2, under any statute, whether pending on the Appointed Date or which may be instituted any time thereafter, shall be continued and enforced by or against the Resulting Company 2 after the Effective Date. The Demerged Company shall in no event be responsible or

liable in relation to any such legal or other proceedings against the Resulting Company 2 subject to applicable regulations. The Resulting Company 2 shall be added as party to such proceedings and shall prosecute or defend such proceedings in co-operation with the Demerged Company.

103.2 If proceedings are taken against the Demerged Company in respect of the matters referred to in Clause 103.1 above, it shall defend the same in accordance with the advice of the Resulting Company 2, and the latter shall reimburse and indemnify the Demerged Company against all liabilities and obligations incurred by the Demerged Company in respect thereof.

103.3 The Resulting Company 2 undertakes to have all legal or other proceedings initiated by or against the Demerged Company referred to in Clause 103.2 above transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against the Resulting Company 2 to the exclusion of the Demerged Company. Both Companies shall make relevant applications in that behalf.

104. **Validity of Existing Resolutions, Policies, Charters, Standard Operating Procedures (SOPs) and any other internal regulations**

104.1 Upon the coming into effect of the Scheme, the resolutions (including resolutions passed for delegating powers to specific persons), if any, of the Demerged Company relating to the Demerged Undertaking 2, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Resulting Company 2, unless specifically revoked/ cancelled.

104.2 Upon the coming into effect of the Scheme, the Resulting Company 2 undertakes to continue to abide by any policies/ laws/ charters/ SOPs/ any other internal regulations, if any, as applicable to the Demerged Company, with respect to the Demerged Undertaking 2, which shall be considered the policies/ laws/ charters/ SOPs/ internal regulations of the Resulting Company 2 without the requirement of any further act or deed in this regard.

105. **Employees**

105.1 Upon the coming into effect of this Scheme, all AMC Business Employees shall become the Employees of the Resulting Company 2, subject to the provisions hereof without any break in their service and on the basis of continuity of service and, on terms and conditions no less favourable than those on which they are engaged by the Demerged Company and without any interruption of service as a result of the Demerger 2. For the purpose of payment of any compensation, gratuity and other terminal benefits, the uninterrupted past services of such AMC Business Employees with the Demerged Company shall also be taken into account, and paid (as and when payable) by the Resulting Company 2. The services of such AMC Business 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 appointments with the Demerged Company. The Resulting Company 2 agrees that for the purpose of payment of any retrenchment compensation, if any, such past services with the Demerged Company shall also be taken into account.

105.2 The Resulting Company 2 undertakes to continue to abide by any agreement/settlement/ polices, if any, entered into or deemed to have been entered into by the Demerged Company with, or applicable to, any AMC Business Employee/ union (if any) of the Demerged Company.

105.3 **Employee Stock Option Schemes:**

105.3.1 With effect from the Effective Date, for the option holders who hold employee stock options (whether vested or unvested but not yet exercised as on the Record Date) granted by the Demerged Company under the VCL ESOP Schemes, VCL ESOP Plan 2023 and the VCL New ESOP Scheme(s), irrespective of whether such option holders remain in employment with the Demerged Company, Demerged Company's subsidiaries or become employees of the Resulting Company 2 and / or VNPL or are former employees of the Demerged Company and in consideration for their contribution to the businesses of the Demerged Company and its subsidiaries:

(i) The employee stock options held by such option holders under the VCL ESOP Schemes and the VCL New ESOP Scheme(s) shall continue to vest with, and can be exercised by, the option holders in terms of the respective VCL ESOP Scheme and / or VCL New ESOP Scheme(s).

(ii) The employee stock options held by such option holders under the VCL ESOP Plan 2023 shall automatically lapse and the VCL ESOP Plan 2023 shall stand terminated, without any further act, instrument or deed by the Demerged Company, the option holders, VNPL or the Resulting Company 2 and without any approval or acknowledgment of any third party.

(iii) Simultaneously with the action set out in 105.3.1 (ii) above, VNPL shall grant fresh employee stock options to the option holders of the Demerged Company under the VCL ESOP Schemes, the VCL ESOP Plan 2023 and the VCL New ESOP Scheme(s) in accordance with the terms and conditions as provided under the VCL ESOP Schemes, the VCL ESOP Plan 2023 and the VCL New ESOP Scheme(s) (except for exercise price as stated in Clause 105.3.2 below), and which are no less favorable than those provided under the VCL ESOP Schemes, the VCL ESOP Plan 2023 and the VCL New ESOP Scheme(s), however, subject to applicable laws.

(iv) The employee stock option to be granted by VNPL to the option holders of the Demerged Company under the new employee stock option scheme(s) formulated and adopted by it shall be on the basis of the exchange ratio as mentioned in Clauses 105.3.1(v) and (vi) below, such that the option holders holding employee stock options under the VCL ESOP Schemes, the VCL ESOP Plan 2023 and the VCL New ESOP Schemes shall be entitled to receive the same economic benefit as they would have received under the VCL ESOP Scheme(s), the VCL ESOP Plan 2023 and the VCL New ESOP Scheme(s).

(v) Fractional entitlements, if any, arising pursuant to the applicability of the exchange ratio shall be rounded off to the nearest lowest integer. For every 1(one) employee stock option held by such option holders under the VCL ESOP Scheme(s) and VCL New ESOP Schemes, such option holder shall be entitled to receive 1.36 (one point three six) employee stock options of VNPL under the employee stock option schemes formulated and adopted by VNPL.

(vi) Fractional entitlements, if any, arising pursuant to the applicability of the exchange ratio shall be rounded off to the nearest lowest integer. For every 1(one) employee stock option held by such option holders under the VCL ESOP Plan 2023, such option holder shall be entitled to receive 1.38 (one point three eight) employee stock options of VNPL under the employee stock option schemes formulated and adopted by VNPL.

105.3.2 The exercise price payable for employee stock options to be granted by VNPL and employee stock options granted by VCL to the option holders who hold employee stock options under the VCL ESOP Schemes, VCL ESOP Plan 2023, VCL New ESOP Schemes shall be based on the exercise price payable by such option holders under the VCL ESOP Schemes, VCL ESOP Plan 2023 and the VCL New ESOP Schemes as adjusted after taking into account the effect of exchange ratio as set out in Clause 105.3.1 above.

105.3.3 For each 1(one) employee stock options granted by VNPL under the employee stock option schemes formulated and adopted by it, such option holders shall be entitled to receive 1 (one) equity shares of VNPL of face value of Re. 1 (Rupee one only) each.

105.3.4 The aforesaid grant of employee stock options by VNPL to the option holders who hold employee stock options under the VCL ESOP Schemes, VCL ESOP Plan 2023 and the VCL New ESOP Scheme(s) shall be effected as an integral part of this Scheme and the consent of the shareholders of the Demerged Company and VNPL to this Scheme shall be deemed to be their consent in relation to all matters pertaining to the new employee stock option scheme(s) of VNPL and all related matters. No further approval of the shareholders of the Demerged Company and VNPL or resolution, action or compliance would be required in connection under any Act and/or the Applicable Laws.

105.3.5 The respective Board (or duly authorized committee(s) thereof) of the Demerged Company and VNPL shall be entitled at their sole discretion (but without any obligation) to take such actions including providing accelerated vesting or cash compensation or allotting additional employee stock options or adjusting exercise price or otherwise, at the respective Demerged Company Board's (or duly authorized committee(s) thereof) or VNPL's Board's (or duly authorized committee(s) thereof) discretion, in order to give effect to the provisions of this Clause 105.3 without prejudicially affecting the option holders holding employee stock options under the VCL ESOP Schemes, VCL ESOP Plan 2023 and the VCL New ESOP Scheme(s).

105.3.6 In relation to the new employee stock options to be granted by VNPL to the option holders of the VCL ESOP Schemes, VCL ESOP Plan 2023 and the VCL New ESOP Scheme(s), the period during which the employee stock options granted by the Demerged Company under the VCL ESOP Schemes, VCL ESOP Plan 2023 and the VCL New ESOP Scheme(s) were held by or deemed to have been held by the option holders shall be taken into account for determining the minimum vesting period required under the Applicable Laws, and the new employee stock option scheme(s) formulated and adopted by VNPL.

105.3.7 The Demerged Company shall continue to be empowered to administer and implement the VCL ESOP Schemes and the VCL New ESOP Scheme(s) through the trust(s) created in relation to the VCL ESOP Schemes, VAMPL ESOP Schemes and the VCL New ESOP Scheme(s).

105.3.8 VNPL shall be empowered to administer and implement the new employee stock option scheme(s), either directly or through the trust(s) created in relation to the VCL ESOP Schemes, VAMPL ESOP Schemes and the VCL New ESOP Scheme(s) (if so required), or in case of VNPL, any other trust established for this purpose by it.

105.3.9 The Boards (or duly authorized committee(s) thereof) of the Demerged Company and VNPL and the trustees of the relevant trusts administering the employee stock option scheme(s) shall be entitled to take such actions and execute such further documents as may be necessary or desirable for the purpose of giving effect to the provisions of this Scheme.

Section 2 – Taxation Matters

106. All tax assets and liabilities, i.e., assets and liabilities under Tax Laws as on the Appointed Date, or in relation to operations or activities prior to Appointed Date, in each case exclusively relating to the Demerged Undertaking 2, shall stand transferred to the Resulting Company 2 to the extent permissible under applicable Tax Laws.

107. All taxes (including, without limitation, sales tax, excise duty, customs duty, service tax, VAT, goods and services tax, etc.) paid or payable by the Demerged Company in respect of the operations and/or the profits of the business before the Appointed Date, pertaining to the Demerged Undertaking 2, shall be on account of the Demerged Company.

108. The Resulting Company 2 shall be liable for any tax payable to Governmental Authorities under Tax Laws and shall be entitled to credits and refunds of any tax from Governmental Authorities under Tax Laws, which, in each case, arise from the operation or activities of the Demerged Undertaking 2, on or after the Appointed Date, regardless of whether such payments or receipts are provided or recorded in the books of the Demerged Company and whether such payments or receipts are due or realised on, before or after the Appointed Date. Further, taxes paid (including without limitation income tax, sales tax, excise duty, custom duty, service tax, VAT, goods and services tax etc.), whether by way of deduction at source or otherwise howsoever by the Demerged Company in respect of the profits or activities or operations of its business relating to the Demerged Undertaking 2, with effect from the Appointed Date, shall be deemed to be the corresponding item paid or payable by the Resulting Company 2 and shall, in all proceedings, be dealt with accordingly.

109. Obligation for deduction of taxes at source on any payments made by or to be made by the Demerged Company in respect of the Demerged Undertaking 2 on or after the Appointed Date, shall be made or deemed to have been made and duly complied with, by the Resulting Company 2.

110. Upon the coming into effect of the Scheme and with effect from the Appointed Date, all tax credits (direct and/ or indirect) pertaining to Demerged Undertaking 2 of the Demerged Company including all or any refunds and claims whether in relation to any contracts or pending with any Governmental Authority, and including the right to claim credit for minimum alternate tax and carry forward of accumulated losses, and utilized CENVAT credit, VAT credit, input tax credit for CGST SGST and IGST etc. shall, for all purposes, be treated as the tax/cess/ duty, liabilities or refunds, claims, accumulated losses and unutilized CENVAT credits, VAT credit, CGST, SGST and IGST credits and rights to claim credit or refund etc. of the Resulting Company 2.

111. Any GST liability/ GST benefits (including refund, input tax credits, etc) of the Demerged Undertaking 2 on or after the Appointed Date shall be treated as the GST liability/ benefits of Resulting Company 2 and the Demerged Company shall act on behalf of Resulting Company 2 for the purpose of any GST liability/ GST benefits arising for the Demerged Undertaking 2 on or after the Appointed Date.

112. The Resulting Company 2 may avail GST credits and/or any other indirect tax benefits, which relate to the Demerged Undertaking 2 in the same manner had they been availed by the Demerged Company, and the Demerged Company shall act in the interest of the Resulting Company 2 for the purpose of any GST-related liabilities or benefits arising with respect to the Demerged Undertaking 2 during such time. The Demerged Company shall transfer balance of such GST credit and/ or any other indirect tax benefits to Resulting Company 2 (in accordance with the procedure prescribed under India GST Act(s)).

113. Upon the coming into effect of the Scheme and with effect from the Appointed Date, if, on account of requisite procedural compliances including for non-novation of contracts not being completed, the Resulting Company 2 is unable to receive or raise invoices, debit

notes, credit notes, and make or receive payments in its own name with respect to the Demerged Undertaking 2, the parties may put in place such arrangements as necessary as a transition measure and the Demerged Company may discharge applicable GST liabilities which relates to the Demerged Undertaking 2 in the same manner as the Resulting Company 2 would have been required to, had the invoices, debit notes, credit notes been raised and payments received in its name pending the completion of such procedural compliances, including novation of remaining contracts. The Demerged Company shall act in the interests of the Resulting Company 2 for the purpose of any GST-related liabilities with respect to the contracts which are non-novated, during such time. The arrangement set out in this Clause shall operate until completion of the procedural compliances, and the parties shall work together and endeavor to have such compliances completed as expeditiously as possible following the Effective Date. All compliances with respect to GST to be done or done by the Demerged Company, commencing on or after the Effective Date, in relation to the Demerged Undertaking 2 shall for all purposes be treated as compliances to be done by the Resulting Company 2.

114. Any Tax incentives, subsidies, exemptions, special status, tax benefits (including but not limited to export incentives, credits/ incentives in respect of income tax, sales tax, value added tax, GST, turnover tax, excise duty and service tax), duty drawbacks, and other benefits, credits, exemptions or privileges, whether granted by a Governmental Authority, or enjoyed, or availed of, by the Demerged Company, in so far as they relate to, or are available for, the operations and activities of the Demerged Undertaking 2 on or after the Appointed Date, shall, without any further act or deed, vest with, and be available to, the Resulting Company 2 on the same terms and conditions, as if the same had been allotted and/ or granted and/ or sanctioned and/ or allowed to the Resulting Company 2.

115. On the Scheme becoming effective, the Demerged Company and the Resulting Company 2 may revise their respective returns pertaining to income tax, service tax, sales tax, VAT, goods and services tax and other tax returns, and claim refunds and/or credits including credits relating to tax deducted at source, as applicable pursuant to the provisions of this Scheme notwithstanding that the period for filing / revising such returns may have lapsed and to obtain TDS certificates, including TDS certificates relating to transactions between or amongst the Demerged Company and the Resulting Company 2 and shall have the right to claim refunds, advance tax credits, input tax credit, credits of all Taxes paid/ withheld, if any, as may be required consequent to implementation of this Scheme.

116. Any actions taken by the Demerged Company to comply with Tax Laws (including payment of Taxes, maintenance of records, payments, returns, filings under Tax Laws) in respect of the Demerged Undertaking 2 on and from the Appointed Date upto the Effective Date shall be deemed to constitute adequate compliance by the Resulting Company 2 with the relevant obligations under such Tax Laws.

Section 3 – Conduct of Business

117. Subject to the terms of the Scheme, the transfer and vesting of the Demerged Undertaking 2 as per the provisions of the Scheme shall not affect any transactions or proceedings already concluded by the Demerged Company on or before the Appointed Date, to the end and intent that the Resulting Company 2 accepts and adopts all acts, deeds and things made, done and executed by the Demerged Company, in connection with the Demerged Undertaking 2.

Section 4 – Residual Business

118. The Residual Business and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the Demerged Company subject

to the provisions of this Scheme in relation to Encumbrances in favour of banks, lenders and/or financial institutions.

119. All legal, taxation or other proceedings whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal) by or against the Demerged Company under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, and in each case relating to the Residual Business (including those relating to any property, right, power, liability, obligation or duties of the Demerged Company in respect of the Residual Business) shall be continued and enforced by or against the Demerged Company after the Effective Date, which shall keep the Resulting Company 2 fully indemnified in that behalf. Subject to the foregoing, the Demerged Company shall in no event be responsible or liable in relation to any other legal or other proceeding against the Resulting Company 2.

120. If proceedings are taken against the Resulting Company 2 in respect of the matters referred to in Clause 119 above, it shall defend the same in accordance with the advice of the Demerged Company, and the latter shall reimburse and indemnify the Resulting Company 2 against all liabilities and obligations incurred by the Resulting Company 2 in respect thereof.

121. From the Appointed Date:

(a) the Demerged Company shall carry on and shall be deemed to have been carrying on all business and activities relating to the Residual Business for and on its own behalf;

(b) all profits accruing to the Demerged Company or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the Residual Business shall, for all purposes, be treated as the profits or losses, as the case may be, of the Demerged Company; and

(c) all assets and properties acquired by the Demerged Company in relation to the Residual Business on and after the Appointed Date shall belong to and continue to remain vested in the Demerged Company.

Section 5 – Consideration for Demerger 2

122. Upon the Effective Date and in consideration of the transfer and vesting of the Demerged Undertaking 2 in the Resulting Company 2 pursuant to Part V of this Scheme and consequent activities undertaken by Demerged Company post Appointed Date, for and on behalf of the Demerged Undertaking 2, VNPL shall, without any further act or deed, issue and allot to the shareholders of the Demerged Company, whose names are recorded in the register of members as a member of the Demerged Company, holding the respective class of equity/preference shares as on the Effective Date or their legal heirs, executors or administrators or (in case of a corporate entity) its successors, equity shares/ CCPS in VNPL ("**Demerger 2 Consideration Shares**") in the following ratio (the "**Demerger 2 Share Exchange Ratio**"):

With respect to equity shares:

1.36 equity shares in VNPL of the face value of Rs. 1 (Rupees One only) each (credited as fully paid-up) for every 1 equity share of the face value of Rs. 10 (Rupees Ten only) each fully paid-up held by such member in the Demerged Company.

With respect to Series A CCPS:

1.36 Series B CCPS in VNPL of the face value of Rs. 1 (Rupees One only) each (credited as fully paid up) for every 1 Series A CCPS of the face value of Rs. 10 (Rupees Ten only) each fully paid-up held by such member in the Demerged Company.

With respect to Series A2 CCPS:

1.36 Series B2 CCPS in VNPL of the face value of Rs. 1 (Rupees One only) each (credited as fully paid up) for every 1 Series A2 CCPS of the face value of Rs. 10 (Rupees Ten only) each fully paid-up held by such member in the Demerged Company.

With respect to Series B CCPS:

1.36 Series C CCPS in VNPL of the face value of Rs. 1 (Rupees One only) each (credited as fully paid up) for every 1 Series B CCPS of the face value of Rs. 10 (Rupees Ten only) each fully paid-up held by such member in the Demerged Company.

With respect to Series B2 CCPS:

1.36 Series C2 CCPS in VNPL of the face value of Rs. 1 (Rupees One only) each (credited as fully paid up) for every 1 Series B2 CCPS of the face value of Rs. 10 (Rupees Ten only) each fully paid-up held by such member in the Demerged Company.

With respect to Series C CCPS:

1.36 Series D CCPS in VNPL of the face value of Rs. 1 (Rupees One only) each (credited as fully paid up) for every 1 Series C CCPS of the face value of Rs. 10 (Rupees Ten only) each fully paid-up held by such member in the Demerged Company.

With respect to Series D CCPS:

1.36 Series E2 CCPS in VNPL of the face value of Rs. 10 (Rupees Ten only) each (credited as fully paid up) for every 1 Series D CCPS of the face value of Rs. 10 (Rupees Ten only) each fully paid-up held by such member in the Demerged Company.

With respect to Series E CCPS:

1.36 Series F CCPS in VNPL of the face value of Rs. 1 (Rupees One only) each (credited as fully paid up) for every 1 Series E CCPS] of the face value of Rs. 10 (Rupees Ten only) each fully paid-up held by such member in the Demerged Company.

**Fractional entitlements, if any, arising shall be rounded off to the nearest lower integer.*

*** Key terms including the conversion terms of shares issued by VNPL is disclosed in Schedule 5.*

123. Unless otherwise notified in writing on or before such date as may be determined by the Board of VNPL or a committee thereof, the Demerger 2 Consideration Shares issued to the members of the Demerged Company by VNPL shall be issued in dematerialized form by VNPL provided that the details of the depository accounts of the members of the Demerged Company are made available to VNPL by the Demerged Company at least 10 (ten) working days prior to the Effective Date. In the event that such details are not available with VNPL, it shall issue the Demerger 2 Consideration Shares to the members of the Demerged Company in physical form.

124. In the event of there being any pending share transfers, whether lodged or outstanding, of

any member of the Demerged Company, the Board of VNPL shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor of the shares in the Demerged Company and in relation to the shares issued by VNPL, after the effectiveness of the Scheme. The Board of VNPL shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new shareholders in VNPL on account of difficulties faced in the transaction period.

125. Where Demerger 2 Consideration Shares are to be allotted to heirs, executors or administrators or, as the case may be, to successors of deceased equity shareholders of the Demerged Company, the concerned heirs, executors, administrators or successors shall be obliged to produce evidence of title satisfactory to the Board of VNPL.

126. The Demerger 2 Consideration Shares to be issued and allotted by VNPL in terms of this Scheme shall be subject to the provisions of the memorandum and articles of association of VNPL and shall rank *pari passu* in all respects and shall have the same rights attached to them as the then existing equity shares/ CCPS of VNPL.

127. Demerger 2 Consideration Shares to be issued by VNPL pursuant to Clause 122 above in respect of such equity shares of the Demerged Company, the allotment or transfer of which is held in abeyance under Applicable Law shall, pending allotment or settlement of dispute by order of the appropriate court or otherwise, also be kept in abeyance in like manner by VNPL.

128. In the event of any increase in the issued, subscribed or paid up share capital of the Demerged Company or the Resulting Company 2, issuance of any instruments convertible into equity shares or restructuring of their respective equity share capital including by way of consolidation, share split, issue of bonus shares or other similar action, as per Applicable Laws, that occurs after the date of approval of the Scheme by the respective Boards and before issuance of shares to the shareholders of the Demerged Company pursuant to Clause 122 above, the Demerger 2 Share Exchange Ratio may be appropriately adjusted to take into account the effect of such issuance or corporate actions and assuming conversion of any such issued instruments convertible into equity shares, if deemed required in the opinion of the Board of VCL. Notwithstanding anything contained in Clause 3 of Part VII, any modifications/ amendments or additions/deletions to the Scheme as may be required to give effect to this Clause, shall be made with the approval of the respective Boards.

Section 7 – Accounting Treatment

129. Notwithstanding anything to the contrary herein, upon the Scheme becoming effective, the Demerged Company and the Resulting Company 2 shall give effect to the accounting treatment in its books of account in accordance with the accounting standards specific under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules 2015.

130. **Accounting treatment in the books of the Demerged Company**

Pursuant to the Scheme coming into effect and with effect from the Appointed Date, the Demerged Company shall account for the Demerger 2 in its books of account in the following manner:

The Demerged Company shall transfer all the assets and liabilities including all reserves (statutory reserve, employee stock options outstanding account, securities premium, other comprehensive income and retained earnings) pertaining to the Demerged Undertaking 2 as on the Appointed Date at the values appearing in its books of account (i.e. book value)

to the Resulting Company 2. The difference, if any, between carrying amount of the assets and liabilities (including the reserves as stated above) of Demerged Undertaking 2, and the consideration (as referred in Clause 122) paid by VNPL shall be transferred to Capital Reserve.

131. **Accounting treatment in the books of the Resulting Company 2**

Pursuant to the Scheme coming into effect, with effect from the Appointed Date, the Resulting Company 2 shall account for the Demerger 2, in its books of account such that:

131.1 The Resulting Company 2 shall record the assets and liabilities of the Demerged Undertaking 2, as on the Appointed Date and transferred to and vested in it pursuant to the Scheme, at their respective book values as appearing in the books of account of the Demerged Company immediately before the Appointed Date;

131.2 The identity of the reserves of the Demerged Undertaking 2 shall be preserved and the Resulting Company 2 shall record the reserves of the Demerged Company in the same form and at the same values as they appear in the financial statements of the Demerged Company.

131.3 VNPL shall credit its equity share capital and compulsorily convertible preference share capital in lieu of purchase consideration payable to the shareholders of the Demerged Company at nominal value;

131.4 The value of the new equity shares and new compulsorily convertible preference shares issued under Clause 122 of Part V of this Scheme, shall be debited to “Deemed investment account” in VNPL, in accordance with the Ind AS, and be credited to Deemed Capital contribution (capital reserve) in the books of the Resulting Company 2;

131.5 The surplus/ deficit, if any, shall be transferred to capital reserve (if any) in the financial statements of the Resulting Company 2 and shall be presented separately from other capital reserves with the disclosure of its nature and purpose in the notes;

131.6 No adjustments will be made to reflect fair values or recognize any new assets or liabilities. The only adjustments that will be made will be to harmonize the accounting policies of the Demerged Undertaking 2 and Resulting Company 2;

131.7 Comparative financial information in the financial statements of the Resulting Company 2 shall be restated for the accounting impact of the Amalgamation, as stated above, as if the Amalgamation had occurred from the beginning of the comparative period, irrespective of the actual date of the combination. However, if business combination had occurred after that date, the prior period information shall be restated only from that date; and

131.8 Any matter not dealt with in the clause herein above shall be dealt with in accordance with the accounting standards applicable to the Resulting Company 2.

132. **Wrong Pocket Assets**

133. If any part of the Demerged Undertaking 2 is not transferred to Resulting Company 2 on the Effective Date pursuant to the Demerger 2, the Demerged Company (or its successor entity), shall take such actions as may be reasonably required to ensure that such part of the Demerged Undertaking 2 is transferred to Resulting Company 2 promptly and for no further consideration. Resulting Company 2 shall bear all costs and expenses as may be incurred by the Demerged Company or its successor entity, subject to the prior written consent of Resulting Company 2, for giving effect to this Clause.

134. No part of the Residual Business shall be transferred to Resulting Company 2 pursuant to the Demerger 2. If any part of the Residual Business is inadvertently held by Resulting Company 2 after the Effective Date, Resulting Company 2 shall take such actions as may be reasonably required to ensure that such part of the Residual Business is transferred back to the Demerged Company (or its successor entity), promptly and for no consideration. Resulting Company 2 shall bear all costs and expenses as may be required to be incurred by each of the Demerged Company (or its successor entity) or the Resulting Company 2 for giving effect to this Clause.

135. If the Demerged Company (or its successor entity) realizes any amounts after the Effective Date that form part of the Demerged Undertaking 2, it shall immediately make payment of such amounts to the Resulting Company 2. It is clarified that all receivables relating to the Demerged Undertaking 2, relating to the period prior to the Effective Date, but received after the Effective Date, shall be paid to the Resulting Company 2 for no additional consideration. If Resulting Company 2 realizes any amounts after the Effective Date that pertains to the Residual Business, Resulting Company 2 shall immediately pay such amounts to the Demerged Company (or its successor entity).

136. Upon the coming into effect of the Scheme and with effect from the Appointed Date, in case of the contracts which cannot be transferred, novated or assigned on the Appointed Date, such contracts shall be transferred in due course, and the Demerged Company and the Resulting Company 2 shall enter into an interim arrangement in respect of such contracts until the completion of the novation of the said contract(s) in favour of the Resulting Company 2. Execution of such contracts, which are agreed to be transferred in due course during such period shall, to the extent legally permissible, be undertaken by the Demerged Company in trust for the Resulting Company 2 such that the full benefit arising out of such contracts may be passed on to the Resulting Company 2.

Section 8 – Change in name of Resulting Company 2

137. As an integral part of this Scheme and pursuant to the Scheme becoming effective, subject to such compliances and requisite approvals of Appropriate Authorities as may be required under Applicable Laws, the name of VFPL shall stand changed to Vivriti Asset Management Private Limited or any other such name as may be approved by the Central Registration Centre.

138. Consequently, upon the change in name of VFPL, without any further act or instrument or deed, [Clause I] of the memorandum of association and [Article 2] of the articles of association of VFPL shall be altered to reflect the revised name as Vivriti Asset Management Private Limited or any other such name as may be approved by the Central Registration Centre.

139. Under the accepted principle of single window clearance and by virtue of the fact that the shareholders of VFPL, while approving this Scheme as a whole, have approved and accorded the relevant consents as required under the Act, for the amendment of the memorandum of association and articles of association of VFPL to reflect the conversion and change of name, VFPL shall not be required to pass separate resolutions under the applicable provisions of the Act. The name of VFPL will be changed consequently to Vivriti Asset Management Private Limited or any other such name as may be approved by the Central Registration Centre. VFPL undertakes to pay fees, if any, that may be required in relation to such change. The approval of the shareholders of VFPL and the approval of the NCLT to the Scheme shall be considered as the approval required under the provisions of the Act for such change. Similarly, all the existing policies, charters, standard operating procedures (SOPs), internal process notes, or any other form of internal byelaws of the Demerged Company shall be applicable mutatis mutandis to Resulting Company 2 and

such existing policies, charters, standard operating procedures (SOPs), internal process notes, or any other form of internal byelaws, if any, shall be adopted by the Resulting Company 2 without any further action.

PART VI

REDUCTION OF SHARE CAPITAL

140. **Reduction of share capital of VCL**

140.1 On Part V of the Scheme becoming effective and with effect from the Appointed Date, as holders of VCL Series D Preference Shares have no economic entitlement in VCL post demerger of Demerged Undertaking 1 and Demerged Undertaking 2, the VCL Series D Preference Shares will stand reduced, extinguished and cancelled without any further act, instrument or deed, for the consideration mentioned in Clause 122.

140.2 On effecting the reduction of the VCL Series D Preference Shares, the share certificates in respect of the VCL Series D Preference Shares held by the holders of VCL Series D Preference Shares shall also be deemed to have been cancelled.

140.3 In lieu of the reduction of the VCL Series D Preference Shares pursuant to Clause 140.1, upon effectiveness of the Scheme and in accordance with the terms hereof, VCL shall pay an amount of INR 1 per VCL Series D Preference Share to the holders of the VCL Series D Preference Share for the reduction and cancellation of the VCL Series D Preference Shares.

140.4 Pursuant to the cancellation of the VCL Series D Preference Shares as stated in Clause 140.2 above, any arrears of dividend on the VCL Series D Preference Shares or any other liability, whether present or contingent of VCL, pertaining to the VCL Series D Preference Shares shall, upon the Scheme being effective, abate and there shall be no liability of VCL in respect of the VCL Series D Preference Shares so cancelled.

140.5 The reduction of the VCL Series D Preference Shares shall be effected as an integral part of this Scheme itself, without having to follow the process under Section 66 of the Act separately, and the order of the Tribunal sanctioning this Scheme shall be deemed to be an order under Section 66 of the Act confirming the reduction.

140.6 Notwithstanding the reduction of the VCL Series D Preference Shares, VCL shall not be required to add "And Reduced" as suffix to its name.

141. **Accounting treatment in the books of VCL**

141.1 With effect from the Appointed Date and upon the Scheme becoming effective, the amount of VCL Series D Preference Shares as extinguished under Clause 140.1 above shall be reduced from the compulsorily convertible preference share capital of VCL. The amount of VCL Series D Preference Shares so cancelled and extinguished in excess of payment of consideration to the holder of VCL Series D Preference Shares referred to in Clause 140.3 would be credited to capital reserve of VCL.

141.2 VCL will comply with all the accounting policies and accounting standards as applicable in relation to the accounting of the reduction of share capital.

PART VII

GENERAL TERMS AND CONDITIONS

The provisions of this Part shall be applicable to Part II, Part III Part IV and Part V of the Scheme.

1. The Companies shall make necessary applications before the NCLT for the sanction of this Scheme under Sections 230 and 232 of the Act.

2. The Demerged Company shall make requisite applications to surrender its NBFC Registration and NBFC Factoring License to the RBI in accordance with Applicable Laws.

3. The Companies (by their respective Boards), either by themselves or through a committee appointed by them in this behalf, may jointly and as mutually agreed in writing:

   (a) in their full and absolute discretion, assent to any alteration(s) or modification(s) to this Scheme which the NCLT may deem fit to approve or impose, and/or effect any other modification or amendment which the Boards of the Companies may jointly and mutually agree in writing, consider necessary or desirable and to do all acts, deeds and things as may be necessary, desirable or expedient for carrying the Scheme into effect;

   (b) Each of the Companies agree that if, at any time, either of the NCLT or any governmental authority directs or requires any modification or amendment of the Scheme, such modification or amendment shall not, to the extent it adversely affects the interests of any of the Companies, be binding on each of the Companies, as the case may be, except where the prior written consent of the affected party, as the case may be, has been obtained for such modification or amendment.

   (c) give such directions (acting jointly) as may be mutually agreed in writing by the Companies as they may consider necessary to settle any question or difficulty arising under this Scheme or in regard to and of the meaning or interpretation of this Scheme or implementation thereof or in any matter whatsoever connected therewith (including any question or difficulty arising in connection with any deceased or insolvent shareholders, depositors or debenture holders of the respective Companies), or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any of those (to the extent permissible under Law);

   (d) in their full and absolute discretion and by mutual agreement in writing by the Companies modify, vary or withdraw this Scheme prior to the Effective Date in any manner at any time;

   (e) determine jointly by mutual agreement in writing by the Companies any issue as to whether any asset, liability, Employee, legal or other proceedings pertains to the relevant Undertaking or not, on the basis of any evidence that they may deem relevant for this purpose; and/ or

   (f) do all such acts, deeds and things as may be necessary, desirable or expedient for carrying the Scheme into effect.

   (g) In case of any question that may arise as to whether any particular asset, liability, employee, legal or other proceedings pertain or do not pertain to the Remaining Business or the Residual Business or whether it arises out of the activities or operations of the Remaining Business or the Residual Business, the same shall be

decided by mutual agreement between the Board of the Companies.

(h) If any of the terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of Section 2(1B) or Section 2(19AA) read with section 2(41A) of the IT Act with respect to the Amalgamation or the Demerger, respectively, at a later date, including as a result of any amendment of law or for any other reason whatsoever, the provisions of Section 2(1B) and Section 2(19AA) read with section 2(41A) of the IT Act, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) and Section 2(19AA) read with section 2(41A) of the IT Act. Such modifications shall however not affect the other parts of the Scheme.

4. **Severability**

If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Companies (acting through their respective board of directors), affect the validity or implementation of the other parts and/or provisions of this Scheme.

5. **Dividends**

(a) The Companies shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period prior to the Effective Date. Any distribution of dividend or other distribution of capital or income by the Companies shall be consistent with the past practice of such Company.

(b) Prior to the effectiveness of the Scheme, the holders of the shares of each 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.

(c) 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 shareholder of the Companies to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Board of the Companies, and subject to the approval, if required, of the respective shareholders of such of the Companies.

6. **Effectiveness of this Scheme**

The coming into effect of this Scheme is conditional upon and subject to:

(a) this Scheme being approved by the respective requisite majorities of the various classes of members and creditors (where applicable) of each of the Companies, as required under the Act, subject to any dispensation that may be granted by the NCLT.

(b) sanctions and orders under the provisions of Sections 230 to 232 of the Act being obtained from the NCLT;

(c) the certified copies of the order of the NCLT approving this Scheme being filed with the Registrar of Companies, Chennai;

(d) receipt of the in-principle approval of the RBI for the Demerger 1;

(e) requisite in-principle approval of SEBI under the SEBI (Alternative Investment Funds) Regulations, 2012; and

(f) any other approval as may be required for the Demerger and/ or Amalgamation and the issuance of the Consideration Shares to the shareholders of relevant Company, in terms of this Scheme as a result of a change in Law, rule or regulation or written requirement of a Regulatory Authority or interpretation of any existing Law, rule or regulation on or after the relevant date.

7. The Companies shall mutually acknowledge in writing that the last of the conditions and matters referred to in Clause 6 above have occurred, have been fulfilled, obtained or waived, as applicable, in accordance with this Scheme.

8. Upon the sanction of the Scheme and upon the Scheme becoming effective pursuant to Clause 6, the Scheme shall be made effective in the order as contemplated below:

(a) Part II (Transfer of CCDs) shall be made effective and operative first;

(b) Part III (Demerger 1) shall be made effective and operative immediately after the implementation of Part II of the Scheme;

(c) Part IV (Amalgamation) shall be made effective and operative immediately after the implementation of Part III of the Scheme;

(d) Part V (Demerger 2) shall be made effective and operative immediately after the implementation of Part IV of the Scheme; and

(e) Part VI (Reduction of share capital) shall be made effective and operative immediately after the implementation of Part V of the Scheme.

9. The Companies (through their respective Boards) shall have the right to waive any of the conditions referred to in Clause 6 above (other than those required to be complied with by Law) and the waiver of such condition shall not affect in any manner the coming into effect of the Scheme.

10. In the event that this Scheme does not come into effect by September 30, 2025 or by such later date as may be agreed by the respective Boards of the Companies, this Scheme shall stand revoked, cancelled and be of no effect and become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred *inter se* by the parties or their shareholders or creditors or Employees or any other person. In such case each party shall bear its own costs, charges and expenses or shall bear costs, charges and expenses as may be mutually agreed.

11. **Effect of non-receipt of approvals**

(a) The Companies (through their respective Boards) may mutually agree to withdraw this Scheme at any time prior to the Effective Date.

(b) Upon the withdrawal of this Scheme as set out in Clause 11 (a) above, no rights and liabilities shall accrue to or be incurred by respective Companies or their shareholders or creditors or Employees or any other person. In such case, each Company shall bear its own costs and expenses or as may be otherwise mutually agreed.

12. **Costs**

12.1 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 Scheme shall be borne and paid by the respective Companies, in such manner as may be mutually determined.

SCHEDULE 1

DISCLOSURES AS PER SEBI SCHEME DEBT CIRCULAR IN RELATION TO THE

NON-CONVERTIBLE DEBENTURES OF VCL AS ON MAY 31, 2024

Sl. No.	ISIN	Face value	Start Date	End Date	Tenure/Maturity (in no. of days)	Redemption Date	Terms of redemption	Sanctioned Amount	Redeemed till 31 May 2024	Outstanding Amount as on 31 May 2024	Rate of dividend/coupon	Coupon Frequency	Call date	Call notification time	CARE*	ICRA*	CRISIL*
1	INE01HV07452	1,00,000	11-Mar-24	11-Mar-26	730	11-Mar-26	Bullet	60,00,00,000	-	60,00,00,000	9.90%	Quarterly	NA	NA			CRISIL A+/Stable
2	INE01HV07379	1,00,000	10-Apr-23	25-May-26	1,141	25-May-26	Bullet	25,00,00,000	-	25,00,00,000	10.15 %	Half Yearly	NA	NA		ICRA A/Stable	
3	INE01HV07411	1,000	06-Sep-23	06-Mar-25	547	06-Mar-25	Bullet	86,15,60,000	-	86,15,60,000	9.57%	Monthly	NA	NA	CARE A; Positive	ICRA A/Stable	
4	INE01HV07403	1,000	06-Sep-23	06-Mar-25	547	06-Mar-25	Bullet	45,59,51,000	-	45,59,51,000	10.00 %	Annually	NA	NA	CARE A; Positive	ICRA A/Stable	
5	INE01HV07429	1,000	06-Sep-23	06-Sep-25	731	06-Sep-25	Quarterly	1,04,71,97,000	26,17,99,250	78,53,97,750	9.65%	Quarterly	NA	NA	CARE A; Positive	ICRA A/Stable	
6	INE01HV07437	1,000	06-Sep-23	06-Sep-25	731	06-Sep-25	Bullet	1,88,80,10,000	-	1,88,80,10,000	10.03 %	Monthly	NA	NA	CARE A; Positive	ICRA A/Stable	
7	INE01H	1,000	06-	06-	731	06-	Bullet	67,46,28,	-	67,46,28,	10.50	Annuall	NA	NA	CARE	ICRA	

Sl. No.	ISIN	Face value	Start Date	End Date	Tenure/Maturity (in no. of days)	Redemption Date	Terms of redemption	Sanctioned Amount	Redeemed till 31 May 2024	Outstanding Amount as on 31 May 2024	Rate of dividend/coupon	Coupon Frequency	Call date	Call notification time	CARE*	ICRA*	CRISIL*
	V07445		Sep-23	Sep-25		Sep-25		000		000	%	y			A; Positive	A/Stable	
8	INE01HV07460	1,00,000	22-Mar-24	22-May-25	426	22-May-25	Bullet	75,00,00,000	-	75,00,00,000	10.75%	Annually	NA	NA	CARE A+; Stable		
9	INE01HV07353	1,00,000	23-Mar-23	23-Sep-24	550	23-Sep-24	Quarterly	30,00,00,000	20,00,00,030	9,99,99,970	9.60%	Quarterly	NA	NA	CARE A; Positive		
10	INE01HV07387	1,00,000	08-May-23	08-May-25	731	08-May-25	Bullet	1,00,00,00,000	-	1,00,00,00,000	Note 1	Annually	NA	NA		ICRA A/Stable	
11	INE01HV07395	1,00,000	09-Jun-23	13-May-25	704	13-May-25	Bullet	75,00,00,000	-	75,00,00,000	8.90%	Quarterly	NA	NA		ICRA A/Stable	
12	INE01HV07387	1,00,000	15-Jun-23	08-May-25	693	08-May-25	Bullet	50,00,00,000	-	50,00,00,000	Note 2	Annually	NA	NA		ICRA A/Stable	
13	INE01HV07320	10,00,000	15-Dec-22	13-Dec-24	729	13-Dec-24	Bullet	3,00,00,00,000	1,39,70,00,000	1,60,30,00,000	Note 3	On maturity	NA	NA	CARE PP MLD A (Positive)		
14	INE01H	10,00,	28-	26-	667	26-Jul-	Bullet	2,00,00,0	-	2,00,00,0	Note 4	On	NA	NA	CARE		

Sl. No.	ISIN	Face value	Start Date	End Date	Tenure/Maturity (in no. of days)	Redemption Date	Terms of redemption	Sanctioned Amount	Redeemed till 31 May 2024	Outstanding Amount as on 31 May 2024	Rate of dividend/coupon	Coupon Frequency	Call date	Call notification time	CARE*	ICRA *	CRISIL *
	V07312	000	Sep-22	Jul-24		24		0,000		0,000		maturity			PP MLD A; Stable		
15	INE01HV07478	1,00,000	20-Jun-24	22-Aug-25	428	22-Aug-25	Bullet	87,00,00,000	-	87,00,00,000	9.90%	Quarterly	NA	NA	CARE A+ / Stable		

Notes	
1	Base Coupon of 2% + applicable redemption premium (6.62%/ 6.12%/ 0%) as per condition specified in Information Memorandum
2	Base Coupon of 2% + applicable redemption premium (6.62%/ 6.12%/ 0%) as per condition specified in Information Memorandum
3	(a) 8.60% (eight decimal six zero percent) (XIRR), if the Reference Index Yield is less than or equal to 18% (eighteen percent); and/or (b) 8.55% (eight decimal five five percent) (XIRR), if the Reference Index Yield is greater than 18% (eighteen percent) but less than or equal to 24% (twenty four percent); and/or (c) 0% (zero percent) (XIRR), if the Reference Index Yield is greater than 24% (twenty four percent).
4	(a) 8.60% (eight decimal six zero percent) (XIRR), if the Reference Index Yield is less than or equal to 18% (eighteen percent); and/or (b) 8.55% (eight decimal five five percent) (XIRR), if the Reference Index Yield is greater than 18% (eighteen percent) but less than or equal to 24% (twenty four percent); and/or (c) 0% (zero percent) (XIRR), if the Reference Index Yield is greater than 24% (twenty four percent).

Early redemption scenario details - NA Call price – NA	a. Latest audited financials along with notes to accounts and any audit qualifications - please refer to following URL on the website of the Company: https://www.vivriticapital.com/vivriti-group-scheme-of-

Put Date - NA Put Price - NA Call date - NA Put notification time - NA Call notification time – NA	restructuring.html b. An auditors' certificate certifying the payment/ repayment capability of the resultant entity: https://www.vivriticapital.com/vivriti-group-scheme-of-restructuring.html c. Fairness report - Please refer to following URL on the website of the Company: https://www.vivriticapital.com/vivriti-group-scheme-of-restructuring.html d. Safeguards for the protection of holder of NCD/MLD: Taking into consideration (i) the report submitted by the Audit Committee recommending the draft Scheme, (ii) the Valuation Reports issued by the independent registered valuer viz SPA Valuation Advisors Private Limited ("Registered Valuer"); and (iii) the Fairness Opinions issued by SEBI registered independent merchant banker viz. CapitalSquare Advisors Private Limited ("Merchant Banker"), the proposed entitlement ratio as recommended by the Registered Valuer and certified as fair by the Merchant Banker was approved by the Board and the holders of NCDs and MLDs whose names are recorded in the relevant registers of the Company on the Record Date shall continue holding the same number of NCDs and MLDs in HCIMPL as held by such holders of NCD and MLDs in the Company and on the same terms and conditions. Thus, the Scheme envisages that the holders of NCD and MLDs of VCL will become holders of NCD and MLDs of HCIMPL at exactly the same terms, including the coupon rate, tenure, redemption price, quantum, and nature of security, ISIN, respectively. Therefore, the Scheme will not have any adverse impact on the holders of the NCDs and MLDs and thus adequately safeguards interests of the holders of the NCDs and MLDs. e. Exit offer to the dissenting holders of NCD/ MLD, if any: Since the Scheme is internal restructuring between the group companies and envisages that the NCD and MLD holders of VCL will become holders of NCD and MLD of HCIMPL, no exit offer is required.

**Credit ratings provided above are the ratings assigned at the time of respective issuance and the same have been upgraded as of date.*

SCHEDULE 2

DISCLOSURES AS PER SEBI SCHEME DEBT CIRCULAR IN RELATION TO THE NON-CONVERTIBLE DEBENTURES OF VAMPL

Sl. No.	ISIN	Face value	Start Date	End Date	Tenure /Maturity (in no. of days	Redemption Date	Terms of redemption	Redemption amount*	Rate of dividend/coupon	Coupon Frequency	Call date	Call notification time	CARE	ICRA	INDIA RATINGS	CRISIL
1	INE0BXI07010	1,00,000	20-Sep-23	15-Jan-27	1213	15-Jan-27	Quarterly	24,80,00,000	11%	Quarterly	The Issuer shall, on any date following the expiry of a period of 12 (twelve) months and 1 (one) day from the Deemed Date of Allotment, have the right (but not the obligation) to redeem all and	Call Option Notice shall be provided at least 30 (thirty) calendar days prior to the commencement of the Call Option Exercise Period	NA	A-Stable	NA	NA

Sl. No.	ISIN	Face value	Start Date	End Date	Tenure /Maturity (in no. of days	Redemption Date	Terms of redemption	Redemption amount*	Rate of dividend/coupon	Coupon Frequency	Call date	Call notification time	CARE	ICRA	INDIA RATINGS	CRISIL
											not less than all the Debentures (the "Call Option")					

Early redemption scenario details - NA Call price – NA Put Date - NA Put Price - NA Call date - NA Put notification time - NA Call notification time – NA	a. Latest audited financials along with notes to accounts and any audit qualifications - please refer to following URL on the website of the Company: https://vivritiamc.com/vivriti-group-scheme-of-restructuring/ b. An auditors' certificate certifying the payment/ repayment capability of the resultant entity: https://vivritiamc.com/vivriti-group-scheme-of-restructuring/ c. Fairness report - Please refer to following URL on the website of the Company: https://vivritiamc.com/vivriti-group-scheme-of-restructuring/ d. Safeguards for the protection of holder of NCD: Taking into consideration (i) the report submitted by the Audit Committee recommending the draft Scheme, (ii) the Valuation Reports issued by the independent registered valuer viz SPA Valuation Advisors Private Limited ("Registered Valuer"); and (iii) the Fairness Opinions issued by SEBI registered independent merchant banker viz. CapitalSquare Advisors Private Limited ("Merchant Banker"), the proposed entitlement ratio as recommended by the Registered Valuer and certified as fair by the Merchant Banker was approved by the Board and the holders of NCDs whose names are recorded in the relevant registers of the Company on the Record Date shall continue holding the same number of NCDs in VFPL as held by such holders of NCD in the Company and on the same terms and conditions. Thus, the Scheme envisages that the holders of NCDs of VAM will become holders of NCDs of VFPL at exactly the same terms, including the coupon rate, tenure, redemption price, quantum, and nature of security, ISIN, respectively. Therefore, the Scheme will not have any adverse impact on the holders of the NCDs and thus adequately safeguards interests of the holders of the NCDs. e. Exit offer to the dissenting holders of NCD/ MLD, if any: Since the Scheme is internal restructuring between the group companies and envisages that the NCD holder of VAM will become holder of NCD of VFPL, no exit offer

Sl. No.	ISIN	Face value	Start Date	End Date	Tenure /Maturity (in no. of days	Redemption Date	Terms of redemption	Redemption amount*	Rate of dividend/coupon	Coupon Frequency	Call date	Call notification time	CARE	ICRA	INDIA RATINGS	CRISIL
				is required. * - the redemption amount and the balances outstanding as at 31 May 2024 are the same in this instance.												

SCHEDULE 3

TERMS OF CONVERSION OF DEMERGER 1 CONSIDERATION SHARES TO BE ISSUED AND ALLOTTED BY VNPL PURSUANT TO DEMERGER 1

Class of Shares in VCL	Number of shares in VCL (fully dilutive basis)	Number of shares in VCL (non-dilutive basis)	Face value	Instrument to be issued at VNPL	Swap ratio	Number of shares in VNPL (non-dilutive basis)	Face value	Conversion ratio	Number of shares in VNPL (fully dilutive basis)
Equity shares (Class A)	2,15,75,735	2,15,75,735	10	Equity shares	12.79	27,59,53,643	1	1.00	27,59,53,643
Equity shares (Class B)	0	0	10	Equity shares	12.79	-	1	1.00	-
Series A CCPS	3,19,44,558	4,21,21,438	10	Series B CCPS	12.79	53,87,33,192	1	0.76	40,85,70,896
Series A2 CCPS	1,25,88,942	1,53,48,035	10	Series B2 CCPS	12.79	19,63,01,367	1	0.82	16,10,12,568
Series B CCPS	2,01,54,225	2,01,54,225	10	Series C CCPS	12.79	25,77,72,537	1	1.00	25,77,72,537
Series B2 CCPS	57,96,936	57,96,936	10	Series C2 CCPS	12.79	7,41,42,811	1	1.00	7,41,42,811
Series C CCPS	66,01,332	66,01,332	10	Series D CCPS	12.79	8,44,31,034	1	1.00	8,44,31,034
Series D CCPS	9,27,830	9,18,274	10	Series E CCPS	12.79	1,17,44,724	10	2.01	2,35,94,733
Total	**9,95,89,558**	**11,25,15,975**				**1,43,90,79,308**			**1,28,54,78,222**

SCHEDULE 4

TERMS OF CONVERSION OF AMALGAMATION CONSIDERATION SHARES TO BE ISSUED AND ALLOTTED BY THE AMALGAMATED COMPANY PURSUANT TO THE AMALGAMATION

Class of Shares in VAM	Number of shares in VAM (fully dilutive basis)	Number of shares in VAM (non-dilutive basis)	Face value	Instrument to be issued at VCL	Swap ratio	Number of shares in VCL (non-dilutive basis)	Face value	Conversion ratio	Number of shares in VCL (fully dilutive basis)
Equity Shares	2,58,13,472	2,58,13,472	10	Equity shares (Class A)	0.25	13,67,732	10	1.00	13,67,732
Series A CCPS	99,29,505	99,29,505	10	Series E CCPS	0.25	13,14,152	10	1.00	13,14,152
	3,57,42,977	**3,57,42,977**				**26,81,884**			**26,81,884**

SCHEDULE 5

TERMS OF CONVERSION OF DEMERGER 2 CONSIDERATION SHARES TO BE ISSUED AND ALLOTTED BY VNPL PURSUANT TO DEMERGER 2

Class of Shares in VCL	Number of shares in VCL (fully dilutive basis)	Number of shares in VCL (non-dilutive basis)	Face value	Instrument to be issued at VNPL	Swap ratio	Number of shares in VNPL (non-dilutive basis)	Face value	Conversion ratio	Number of shares in VNPL (fully dilutive basis)
Equity shares (Class A)	2,29,43,467	2,29,43,467	10	Equity shares	1.36	3,12,03,109	1	1.00	3,12,03,109
Equity shares (Class B)	0	0	10	Equity shares	1.38	-	1	1.00	-
Series A CCPS	3,19,44,558	4,21,21,438	10	Series B CCPS	1.36	5,72,85,155	1	0.76	4,34,44,598
Series A2 CCPS	1,25,88,942	1,53,48,035	10	Series B2 CCPS	1.36	2,08,73,327	1	0.82	1,71,20,961
Series B CCPS	2,01,54,225	2,01,54,225	10	Series C CCPS	1.36	2,74,09,745	1	1.00	2,74,09,745
Series B2 CCPS	57,96,936	57,96,936	10	Series C2 CCPS	1.36	78,83,832	1	1.00	78,83,832
Series C CCPS	66,01,332	66,01,332	10	Series D CCPS	1.36	89,77,810	1	1.00	89,77,810
Series D CCPS	9,27,830	9,18,274	10	Series E2 CCPS	1.36	12,48,852	10	2.07	25,79,369
Series E CCPS	13,14,152	13,14,152	10	Series F CCPS	1.36	17,87,246	1	1.00	17,87,246
Total	**10,22,71,442**	**11,51,97,859**				**15,66,69,076**			**14,04,06,670**