

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH

CSP NO. 627 OF 2017

IN

CSA NO. 244 OF 2017

In the matter of the Companies Act, 2013;
AND

In the matter of Sections 230 to 231 of the Companies
Act 2013);

AND

In the matter of Scheme of Arrangement between
Speedon Network Limited having CIN
U32202DN2011PLC000373 (Demerged Company),
and Sterlite Technologies Limited having CIN
L31300MH2000PLC269261 (Resulting Company) and
their respective Shareholders

Sterlite Technologies Limited, a company)
incorporated under the provisions of Companies)
Act, 1956 with CIN L31300MH2000PLC269261)
and having its registered office at E1, MIDC)
Industrial Area, Waluj, Aurangabad, 431136,)
Maharashtra, India) Petitioner

Order delivered on 27th July, 2017.

Coram:

Hon'ble B.S.V. Prakash Kumar, Member (J)

Hon'ble V. Nallasenapathy, Member (T)

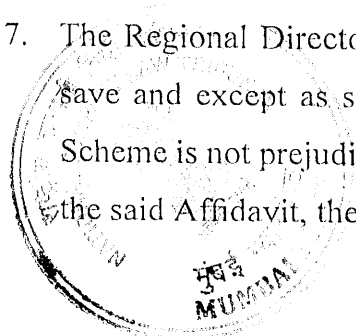
For the Petitioner(s): Mr. Hemant Sethi i/b Hemant Sethi & Co
Mr. Mr. Ramesh Golap, Assistant Director in the office of
Regional Director

Per: B.S.V. Prakash Kumar, Member (J)

Order

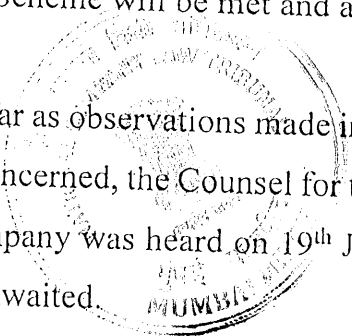
1. Heard the learned counsel for the Petitioner Company. None appears before this Tribunal either to oppose the Scheme or to contravene averments made in the Petition.
2. The sanction of this Tribunal is sought under section 230 to 232 of the Companies Act, 2013, to the Scheme of Arrangement between Speedon Network Limited ("Demerged Company") and Sterlite Technologies Limited ("Resulting Company") and their respective shareholders ("Scheme").

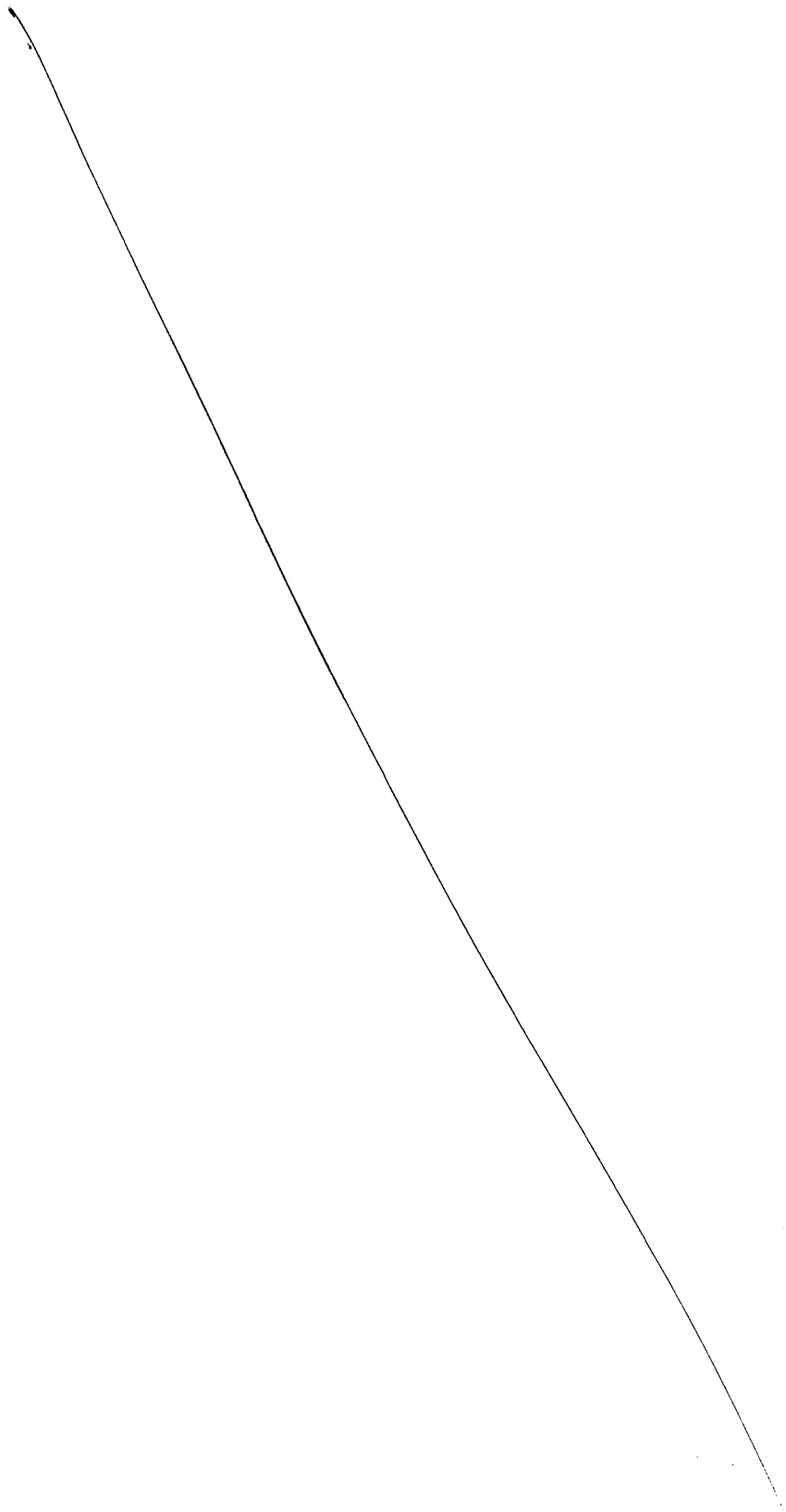
3. The Counsel for the Petitioner Company further submits that the Demerged Company is engaged inter alia in the business of (i) deployment of passive telecom infrastructure network for providing last mile access to various Telecom Service Providers ('TSPs') and Internet Service providers ('ISPs') to deliver high speed broadband services to ultimate consumers; and (ii) equipment leasing. The Demerged Company has decided to segregate its Passive Infrastructure Business into the Applicant Company on a going concern basis.
4. The demerger of the Passive Infrastructure Business from the Demerged Company and consolidation of the same with the Telecom Product and Solutions business currently carried out by the Applicant Company would be in the best interest of the shareholders, creditors, employees and all other stakeholders of the Applicant Company and Demerged Company and is envisaged to yield specific benefits as follows:
 - Synergy benefits from integration of operations;
 - Optimal utilization of resources and better administration;
 - Rationalization and optimization of administrative expenses for both the companies by eliminating duplication of efforts
5. Petitioner Company has approved the said Scheme by passing the Board Resolutions which is annexed to the Company Scheme Petition. The learned Counsel for the Petitioner Company further states that, the Petitioner Company has complied with all the directions passed in Company Scheme Application and that the Company Scheme Petition has been filed in consonance with the order passed in Company Scheme Application.
6. The learned Counsel for the Petitioner Company further states that the Petitioner Company has complied with all requirements as per the directions of this Tribunal and has filed necessary Affidavits of compliance in the Tribunal. Moreover, the Petitioner Company through its Counsel undertakes to comply with all statutory requirements, if any, as required under the Companies Act, 2013 and the rules made there under whichever is applicable. The said undertaking is accepted.
7. The Regional Director has filed his Report dated 26th July, 2017 stating therein that save and except as stated in paragraph IV of the said Affidavit, it appears that the Scheme is not prejudicial to the interest of shareholders and public. In paragraph IV of the said Affidavit, the Regional Director has stated that:



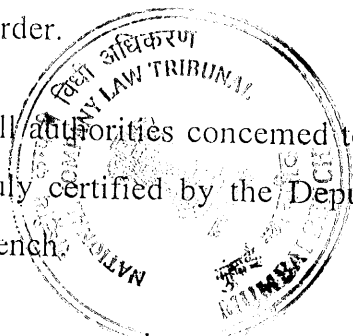
- (i) In addition to compliance of AS-14 (IND-AS103) the Transferee Company shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards such as AS-5 (IND AS-8).
- (ii) As per existing practice, the Petitioner Companies are required to serve Notice for Scheme of Arrangement to the Income tax Department for their comments. It appears that the company vide letter dated 20th May 2017 has served a copy of Compoany Scheme Petition No CSA No. 244 of 2017 along with relevant orders etc. further the Regional Director has also issued a reminder 21/07/2017 to IT Department.
- (iii) The tax implication if any arising out of the scheme is subject to final decision of Income Tax Authorities. The approval of the scheme by this Hon'ble Court may not deter the Income Tax Authority to scrutinize the tax return filed by the transferee company after the giving efect to the scheme. The decision of the Income Tax Authority is binding on the Petitioner Company.
- (iv) The Registered office of M/s Speedon Network Limited (Demerged Company) is situated at Survey No. 68/1, Rakholi Village, Madhuban Dam Road, Silvassa, Union Territory of Dadra & Nagar Haveli-396230 is outside the jurisdiction of this Hon'ble Tribunal and falls within the jurisdiction of Hon'ble NCLT, at Ahmedabad. Accordingly , similar approval be obtained by the Demerged Company form Hon'ble NCLT, at Ahmedabad.

8. In so far as observations made in paragraph IV (a) of the Report of Regional Director is concerned, the Transferee Company through its Counsel undertakes that in addition to compliance of AS -14 (IND AS – 103), the Transferee Company shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standard such as AS-5 (IND AS – 8) etc to the extent it may be applicable .
9. In so far as observations made in paragraph IV (2) and (3) of the Report of Regional Director is concerned, the Petitioner through its Counsel undertakes to comply with all applicable provisions of the Income Tax Act, 1961 and all tax issues arising out of the Scheme will be met and answered in accordance with law.
10. As far as observations made in paragraph IV (3) of the Report of the Regional Director is concerned, the Counsel for the Petitioner submits that Petition filed by the Demerged Company was heard on 19th July 2017 by NCLT, Ahemdabad Bench and the orders are awaited.





11. The observations made by the Regional Director have been explained by the Petitioner Company in paragraphs 8 to 10 above. The clarifications and undertakings given by the Petitioner Company are hereby accepted.
12. From the material on record, the Scheme appears to be fair and reasonable and is not in violation of any provisions of law and is not contrary to public policy. None of the parties concerned have come forward to oppose the Scheme. Since all the requisite statutory compliances have been fulfilled, Company Scheme Petition No. 627 of 2017 filed by the Petitioner Company is made absolute in terms of prayer clause (a) of the Petition.
13. The Petitioner Company to lodge a copy of this order and the Scheme duly authenticated by the Deputy Director, National Company Law Tribunal, Mumbai Bench, with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, if any, on the same within 60 days from the date of receipt of the order.
14. Petitioner Company is directed to file a certified copy of this order along with a copy of the Scheme with the concerned Registrar of companies, electronically, along with E-form INC 28 in addition to the physical copy, within 30 days from the date of issuance of the order by the Registry.
15. The Petitioner Company to pay cost of Rs.25,000/- to the Regional Director, western Region, Mumbai. The cost to be paid within four weeks from the date of receipt of Order.
16. All authorities concerned to act on a certified copy of this order along with Scheme duly certified by the Deputy Director, National Company Law Tribunal, Mumbai Bench.
17. Any person interested shall be at liberty to apply to the Tribunal in the above matter for any direction that may be necessary.



Sd/- Sd/-
V. Nallasenapathy, Member (T) B.S.V. Prakash Kumar, Member (J)

Retained True Copy
Date of Application 01/08/2017
Number of Pages 4
Fee Paid Rs. 20
Applicant called for collection copy on 10/08/2017
Copy prepared on 10/08/2017
Copy Issued on 10/08/2017

Deputy Director
National Company Law Tribunal, Mumbai Bench

SCHEME OF ARRANGEMENT

BETWEEN

SPEEDON NETWORK LIMITED (DEMERGED COMPANY)

AND

STERLITE TECHNOLOGIES LIMITED (RESULTING COMPANY)

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

Under Sections 391 to 394 read with Sections 100 to 103 of the Companies Act, 1956 and Section 52 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 1956 (or provisions of the Companies Act, 2013, as may be applicable)



A. PREAMBLE

This Scheme of Arrangement is presented inter alia for the demerger of the Demerger Undertaking viz. Passive Infrastructure Business (as defined hereinafter) of Speedon Network Limited, an unlisted public company incorporated under the Companies Act, 1956 as a going concern into Sterlite Technologies Limited, a listed public company incorporated under the Companies Act, 1956 pursuant to the provisions of Sections 391 to 394 read with Sections 100 to 103 of the Companies Act, 1956 and Section 52 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 1956 (or provisions of the Companies Act, 2013, as may be applicable).

B. DESCRIPTION OF COMPANIES

- (i) Sterlite Technologies Limited ('**Resulting Company**') is a public limited company incorporated under the provisions of the Companies Act, 1956. The equity shares of Resulting Company are listed on the Bombay Stock Exchange Limited and the National Stock Exchange of India Limited. It is a pure-play telecom focused company that develops & delivers optical communication products, network & system integration services and software solutions. It designs, builds and manages smarter data networks for telecoms globally. Projects undertaken by Resulting Company include intrusion-proof secure network for the Armed Forces, rural broadband for BharatNet, Smart Cities' development, and establishing high-speed Fibre-to-the- Home (FTTH) networks.
- (ii) Speedon Network Limited ('**Demerged Company**') is a public company incorporated under the provisions of the Companies Act, 1956. The Demerged Company is a wholly owned subsidiary of the Resulting Company. It is engaged inter alia in the business of (i) deployment of passive telecom infrastructure network for providing last mile access to various Telecom Service Providers ('TSPs') and Internet Service Providers ('ISPs') to deliver high speed broadband services to ultimate consumers; and (ii) equipment leasing.

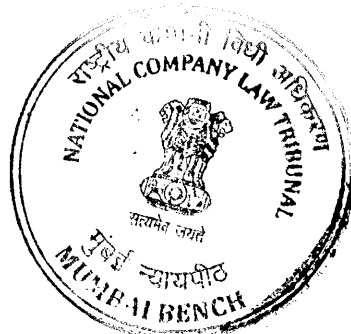
C. RATIONALE AND PURPOSE OF THE SCHEME

The demerger of the Passive Infrastructure business (as defined hereinafter) from the Demerged Company and consolidation of the same with the Telecom Product and Solutions business currently carried out by the Resulting Company would be in the best interest of the shareholders, creditors, employees and all other stakeholders of the STL and SNL and is envisaged to yield specific benefits as follows:

- Synergy benefits from integration of operations;
- Optimal utilization of resources and better administration;
- Rationalization and optimization of administrative expenses for both the companies by eliminating duplication of efforts;

D. OPERATION OF THE SCHEME

- (i) The Scheme provides for demerger, transfer and vesting of the Demerged Undertaking from the Demerged Company to the Resulting Company on a going concern basis, in accordance with the provisions of section 391 to 394 and other applicable provisions of the Companies Act, 1956, SEBI Listing Regulations and such other approval/permissions, as may be required under applicable law, regulations, listing agreements and guidelines issued by the regulatory authorities.



- (ii) The Demerged Company will continue to pursue its interest in the Remaining Undertaking (as defined hereinafter) as is presently being carried out.
- (iii) This Scheme also provides for various other matters consequential or related hereto and otherwise integrally connected herewith.
- (iv) The Scheme is drawn up in compliance with the provisions of Section 2(19AA) of the Income Tax Act, 1961 pertaining to the demerger and should always be read as in compliance of the said section.

E. PARTS OF THE SCHEME

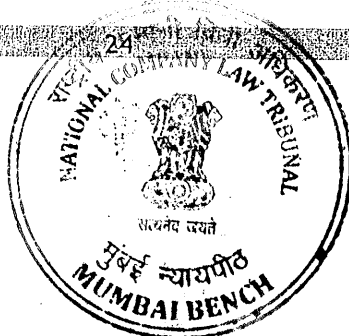
This Scheme is divided into the following parts:

- (i) Part I of the Scheme, deals with definitions and share capital;
- (ii) Part II of the Scheme, deals with the Demerger of the Demerged Undertaking of Demerged Company on a going concern basis and transfer to and vesting of the Demerged Undertaking into the Resulting Company;
- (iii) Part III of the Scheme, deals with general terms and conditions applicable to the Scheme.

PART I

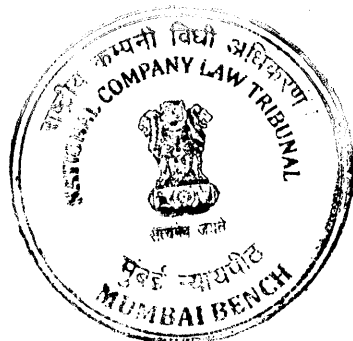
1. DEFINITIONS

- 1.1. In this Scheme, unless repugnant to or inconsistent with the subject or context thereof, the following expressions shall have the following meanings:
- 1.2. "Act" means the Companies Act, 1956 and/or the Companies Act, 2013 as applicable and the rules and regulations made thereunder and will include any statutory modification or re-enactment thereof for the time being in force and also mean and refer to corresponding sections of the Companies Act, 2013 the rules and regulations made thereunder, as and when such corresponding sections are notified by the Central Government;
- 1.3. "Appointed Date" for the purpose of this Scheme and for the Income Tax Act, 1961, means opening business hours of October 01, 2016.
- 1.4. "Board of Directors" or "Board" in relation to each of the Demerged Company and the Resulting Company, as the case may be, means the board of directors of such company, and shall include a committee duly constituted and authorised for the purposes of matters pertaining to the Demerger, the Scheme and/or any other matter relating thereto.
- 1.5. "Court" or "High Court" means the Hon'ble High Court of Judicature at Bombay, Maharashtra to which this Scheme is submitted for approval under Sections 391 to 394 of the Act. In the event that the Central Government by a notification to this effect constitutes the National Company Law Tribunal ("Tribunal") and the proceedings under Sections 391 to 394 read with Sections 100 to 103 of the Companies Act, 1956 and Section 52 of the Companies Act, 2013 pursuant to this Scheme are transferred to such Tribunal, the term "Court" or "High Court" shall be



deemed to include the Tribunal or such other competent authorities under the provisions of the Act.

- 1.6. **"Demerged Company"** means Speedon Network Limited incorporated under the Companies Act, 1956 on 11 July 2011 with Corporate Identification Number (CIN) U32202DN2011PLC000373 and registered office situated at Survey No. 68/1, Rakholi Village, Madhuban Dam Road, Silvassa, Union Territory of Dadra & Nagar Haveli, 396230, India.
- 1.7. **"Demerged Undertaking"** means and include all the properties, assets and liabilities of whatsoever nature and kind and wheresoever situated, of the Demerged Company, in relation to and pertaining to the Passive Infrastructure Business, and include (without limitation):
- 1.7.1. all the movable and immovable properties including fibre cable, dark fibre, duct space, right of way, rights, permissions or approvals, whether from government or otherwise, and all plant and equipment forming part of the Passive Infrastructure business, power back up equipment, air conditioners, furniture, fixtures, vehicles, stocks and inventory, leasehold assets and other properties, real, corporeal and incorporeal, in possession or reversion, present and contingent assets (whether tangible or intangible) of whatsoever nature in relation to the Passive Infrastructure Business, powers, authorities, allotments, approvals, consents, letters of intent, registrations, contracts, engagements, arrangements, settlements, rights, credits, titles, interests, benefits, advantages, leasehold rights, sub-letting tenancy rights, with or without the consent of the lessor/ landlord as may be required by law, goodwill, other intangibles, industrial and other licenses, permits, authorizations, import quotas and other quota rights, right to use and avail of telephones, telex, facsimile and other communication facilities, connections, installations and equipment, utilities, electricity and electronic and all other services of every kind, nature and description whatsoever, provisions, funds and benefits of all agreements, arrangements, deposits, advances, recoverable and receivables, whether from government, semi-government, local authorities or any other person including customers, contractors or other counter parties, etc., all earnest monies and/or deposits, balances, privileges, liberties, easements, advantages, benefits, exemptions, licenses, privileges concerning the Passive Infrastructure Business and all approvals, licenses, registrations, entitlements, benefits, incentives, credit and privileges under or from the Central Government, any State Government, any local authority, Customs, Central Excise, Income Tax (including but not limited to credit for advance tax, taxes deducted at source, brought forward accumulated tax losses, unabsorbed depreciation, brought forward losses and unabsorbed depreciation as per the books of account, etc.), Service Tax (including but not limited to unutilised balance of CENVAT credit), Sales Tax, Value Added Tax, Reserve Bank of India, Ministry of Corporate Affairs, Ministry of Commerce & Industry, Ministry of Finance, Department of Economic Affairs, Foreign Investment Promotion Board, Department of Telecommunications, Ministry of Home Affairs, Ministry of Labour & Employees, municipal permissions of whatsoever nature and wheresoever situated, belonging to or in the ownership, power or possession or control of or vested in or granted in favour of or available to or enjoyed by the Demerged Company in relation to the Passive Infrastructure Business as on the Appointed Date;

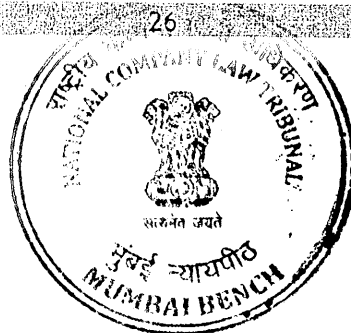


- 1.7.2. all the debts, borrowings, obligations and liabilities, whether present or future, whether secured or unsecured, of the Demerged Company in relation to the Passive Infrastructure Business as on the Appointed Date comprising of:
- (a) all the debts, duties, obligations and liabilities, including contingent liabilities which arise out of the activities or operations of the Demerged Company in relation to the Passive Infrastructure Business and all other debts, liabilities, duties, and obligations of the Demerged Company relating to the Demerged Undertaking which may accrue or arise after the Appointed Date but which related to the period up to the day of immediately preceding the Appointed Date;
 - (b) the specific loans and borrowings raised, incurred and utilised solely for the activities and operations of Demerged Company in relation to the Passive Infrastructure Business; and
 - (c) liabilities other than those referred to in sub-clauses (a) and (b) above and not directly relatable to the Passive Infrastructure Business, being the amounts of any general or multipurpose borrowings of Demerged Company as stand in the same proportion which the value of assets transferred under this Scheme bears to the total value of the assets of the Demerged Company immediately before the Appointed Date;
- 1.7.3. all intellectual property rights, including trademarks, brands, domain names trade names and the goodwill associated therewith, patents, patent rights, copyrights and other industrial designs and intellectual properties and rights of any nature whatsoever including know-how, or any applications for the above, assignments and grants in respect thereof of the Demerged Company in relation to the Passive Infrastructure Business as on the Appointed Date;
- 1.7.4. all books, records, files, papers, engineering and process information, records of standard operating procedures, computer programmes along with their licenses, drawings, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information and other records whether in physical or electronic form, in connection with or relating to the Passive Infrastructure Business of the Demerged Company as on the Appointed Date;
- 1.7.5. all employees of the Demerged Company engaged in the Passive Infrastructure Business; and

It is intended that the definition of the Demerged Undertaking under this clause would enable the transfer of all properties, assets and liabilities of the Demerged Company relating to the Passive Infrastructure Business, on a going concern basis to the Resulting Company pursuant to the Scheme.

Provided however that any question that may arise as to whether a specified asset or liability or employee pertains or does not pertain to the Passive Infrastructure Business or whether it arises out of the activities or operations of the Demerged Undertaking shall be decided by mutual agreement between the Board of Directors of the Demerged Company and the Resulting Company or any committee thereof.

- 1.8. "Effective Date" means the last of the dates on which the certified copy or authenticated copy of the order of the High Court sanctioning the Scheme is filed with the Registrar of Companies by the Demerged Company and the Resulting Company.



Reference in this Scheme to the date of "coming into effect of this Scheme" or "effectiveness of this Scheme" shall mean the Effective Date.

Any references in this Scheme to "upon this Scheme becoming effective" or "upon coming into effect of this Scheme" or "upon the Scheme coming into effect" shall be construed to be a reference to the Effective Date.

- 1.9. "Governmental Authority" means any applicable Central, State or local Government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction.
- 1.10. "Income-Tax Act, 1961" means the Income-Tax Act, 1961, including any statutory modifications, re-enactments or amendments thereof for the time being in force.
- 1.11. "Passive Infrastructure Business" means business carried out by the Demerged Company of deployment of passive telecom infrastructure network for providing last mile access to various Telecom Service Providers ('TSPs') and Internet Service Providers ('ISPs') to deliver high speed broadband services to ultimate consumers.
- 1.12. "Remaining Undertaking" means all the business and the divisions of the Demerged Company, other than the Demerged Undertaking.
- 1.13. "Resulting Company" means Sterlite Technologies Limited incorporated under the Companies Act, 1956 on 24 March 2000 with Corporate Identification Number (CIN) L31300MH2000PLC269261 and registered office situated at E1, MIDC Industrial Area Waluj Aurangabad Aurangabad, Maharashtra, 431136, India. The equity shares of Resulting Company are listed on the Bombay Stock Exchange Limited and the National Stock Exchange of India Limited.
- 1.14. "ROC" means the Registrar of Companies.
- 1.15. "Scheme" or "the Scheme of Arrangement" or "this scheme" means this Scheme of Arrangement in its present form submitted to the Bombay High Court or any such competent authority or with any modification(s) made under Clause 17 of this Scheme or with such other modifications/ amendments as the Bombay High Court or any other Government Authority may direct.
- 1.16. "Stock Exchanges" means the Bombay Stock Exchange Limited and/or the National Stock Exchange of India Limited;
- 1.17. "SEBI" means the Securities and Exchange Board of India.
- 1.18. "Tribunal" means the National Company Law Tribunal.
- 1.19. The expressions which are used in this Scheme and not defined in this Scheme shall, unless repugnant or contrary to the context or meaning hereof, have the same meanings ascribed to them under the Act and other applicable laws, rules, regulations, bye-laws, as the case may be, including any statutory modification or re-enactment thereof, from time to time in particular.
- 1.20. Reference to clauses and recitals, unless otherwise provided, are to clauses and recitals of and to this Scheme;



- 1.21. The headings herein shall not affect the construction of this Scheme;
- 1.22. The singular shall include the plural and vice versa; and reference to one gender include all genders;
- 1.23. Whenever the words include, includes or including are used, they will be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import;
- 1.24. Reference to any of the term taxes, duty, levy, cess in the scheme shall be construed as reference to all of them whether jointly or severally.

2. OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the High Court and/ or by the Board of Directors in terms of Clause 17 shall be effective from the Appointed Date mentioned herein but shall be operative from the Effective Date.

3. SHARE CAPITAL

- 3.1. The share capital structure of the Demerged Company as at 31 March 2016 is as under:

Particulars	Amount in Rupees
Authorized Share Capital	
50,00,000 equity shares of Rs 10 each	5,00,00,000
Total	5,00,00,000
Issued, Subscribed and Paid Up Share Capital	
15,50,000 equity shares of Rs 10 each	1,55,00,000
Total	1,55,00,000

Subsequent to the above balance sheet date and upto the date of approval of the Scheme by the Board of Directors of Demerged Company, there has been no change in the Authorized, Issued, Subscribed and Paid up Share Capital of Demerged Company. The Demerged Company is a wholly owned subsidiary of the Resulting Company.

- 3.2. The share capital structure of the Resulting Company as at 31 March 2016 is as under:

Particulars	Amount in Rupees
Authorized Share Capital	
75,00,00,000 equity shares of Rs 2 each	150,00,00,000
Total	150,00,00,000
Issued, Subscribed and Paid Up Share Capital	
39,51,88,396 equity shares of Rs 2 each	79,03,76,792
Total	79,03,76,792



- 3.3. The latest share capital structure of the Resulting Company as on the date of approval of the Scheme by the Board of Directors of Resulting Company is as under:

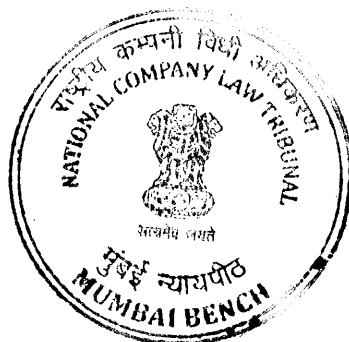
Particulars	Amount in Rupees
Authorized Share Capital	
75,00,00,000 equity shares of Rs 2 each	150,00,00,000
Total	150,00,00,000
Issued, Subscribed and Paid Up Share Capital	
39,78,81,048 equity shares of Rs 2 each	79,57,62,096
Total	79,57,62,096

PART II

DEMERGER, TRANSFER AND VESTING OF THE DEMERGED UNDERTAKING

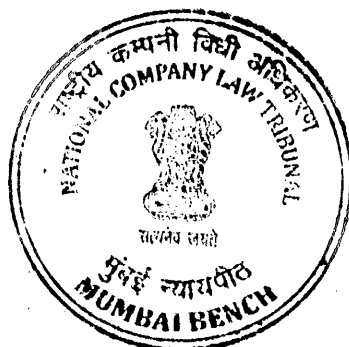
4. TRANSFER OF ASSETS

- 4.1. With effect from the Appointed Date and upon coming into effect of this Scheme, the Demerged Undertaking (including all the estate, assets, rights, claims, title, interest and authorities including accretions and appurtenances of the Demerged Undertaking) shall, pursuant to the provisions of Sections 391 to 394 of the Act and all other provisions of the Act and Section 2(19AA) of the Income Tax Act, 1961, and without any further act, deed, matter or thing, be demerged from the Demerged Company and be and stand transferred to and vested in or shall be deemed to be transferred to and vested in the Resulting Company on a going concern basis such that all the properties, assets, rights, claims, title, interest, authorities, investments and liabilities comprised in the Demerged Undertaking immediately before the Demerger shall automatically, and without any other order to this effect, become the properties, assets, rights, claims, title, interest, authorities, investments and liabilities of the Resulting Company simply by virtue of approval of the Scheme and in the manner provided in this Scheme with effect from the Effective Date.
- 4.2. Without prejudice to the generality of Clause 4.1 above and upon coming into effect of the Scheme, with effect from the Appointed Date, the entire business and undertaking of the Demerged Company in relation to the Demerged Undertaking including all the properties, investments, shareholding interests in other companies, claims, title, interest, assets of whatsoever nature such as licenses and all other rights, title, interest, contracts or powers of every kind, nature and description of whatsoever nature and wheresoever situated shall, pursuant to the provisions of Section 394 and other applicable provisions, if any, of the Act and pursuant to the order of the High Court sanctioning this Scheme and without further act or deed or instrument, but subject to the charges affecting the same as on the Appointed Date, be and stand automatically transferred to and vested in the Resulting Company as a going concern.
- 4.3. Provided that, for the purpose of giving effect to the vesting order passed under Sections 391 to 394 of the Act in respect of this Scheme, the Resulting Company shall at any time pursuant to the final approval and the relevant orders on this Scheme, be entitled to get effected the change in the title and the appurtenant legal right(s) upon the vesting of such properties (including immovable properties) of the



Demerged Company in relation to the Demerged Undertaking in accordance with the provisions of Sections 391 to 394 of the Act, at the office of the respective Registrar of Assurances or any other concerned authority, where any such property is situated, without any other order to this effect.

- 4.4. In respect of such of the assets and properties of the Demerged Undertaking as are movable in nature or incorporeal property or are otherwise capable of transfer by delivery or possession, or by endorsement and/or delivery, the same shall with effect from the Appointed Date stand so transferred by the Demerged Company upon coming into effect of this Scheme and shall, ipso facto and without any other order to this effect, become the assets and properties of the Resulting Company.
- 4.5. With effect from the Appointed Date, all consents, permissions, licenses, certificates, insurance covers, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Demerged Company in relation to the Demerged Undertaking shall stand vested in or transferred automatically to the Resulting Company without any further act or deed and shall be appropriately mutated by the authorities concerned therewith in favour of the Resulting Company as if the same were originally given by, issued to or executed in favour of the Resulting Company and Resulting 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 Resulting Company. The benefit of all statutory and regulatory permissions including the statutory or other licenses, tax registrations, permits, permissions or approvals or consents required to carry on the operations of the Demerged Undertaking shall automatically and without any other order to this effect, vest into and become available to the Resulting Company pursuant to this Scheme.
- 4.6. The Demerged Company in relation to the Demerged Undertaking may be entitled to various incentive schemes and pursuant to this Scheme, it is declared that the benefits under all such schemes and policies pertaining to the Demerged Undertaking shall be automatically transferred to and vested into the Resulting Company and all benefits, entitlements and incentives of any nature whatsoever including benefits under the income tax, excise, sales tax, service tax, exemptions, concessions, remissions, subsidies and other incentives in relation to the Passive Infrastructure Business, to the extent statutorily available, shall be claimed by the Resulting Company. The Resulting Company shall be entitled to get credit/claim refund regarding any tax paid and/or tax deduction at source certificates, pertaining to Demerged Undertaking, on or after the Appointed Date by the Demerged Company.
- 4.7. It is clarified that, upon the Effective Date and until the licenses, permit, quotas, approvals, incentives, subsidies, rights, claims, leases, tenancy rights, liberties, rehabilitation schemes, special status are transferred, vested, recorded, effected and/or perfected, in the record of the relevant regulator/authority, in favor of Resulting Company, the Resulting Company is authorized to carry on business in the name and style of the Demerged Company and under the relevant license and/or permit and/or approval, as the case may be, and the Resulting Company shall keep of record and/or account of such transactions.
- 4.8. Notwithstanding anything contained in this Clause, the immovable property/ies of the Demerged Undertaking (if any) shall stand transferred to the Resulting Company either under the Scheme or by way of a separate conveyance, as may be decided by Board of Directors of the Demerged Company and the Resulting Company.



4.9. The assets and properties of the Demerged Undertaking shall be transferred by the Demerged Company to the Resulting Company at their book value as appearing in the books of accounts of the Demerged Company immediately before the Appointed Date of demerger in accordance with the provisions of section 2(19AA) of the Income Tax Act, 1961.

5. TRANSFER OF LIABILITIES

5.1. With effect from the Appointed Date and upon the coming into effect of the Scheme, all debt, obligations and liabilities relating to the Demerged Undertaking which arose out of the activities or operations of the Demerged Undertaking and general and multipurpose borrowings, if any, dealt with in accordance with section 2(19AA) of the Income Tax Act, 1961 shall without any further act or deed be and stand transferred to and vested in the Resulting Company and shall become the debt, duties, undertakings, liabilities and obligations of the Resulting Company.

5.2. With effect from the Appointed Date and upon the coming into effect of the Scheme, all debt, obligations and liabilities of the Demerged Company relating to the Demerged Undertaking which may accrue or arise after the Appointed Date but which related to the period up to the day immediately preceding the Appointed Date, if any, whether quantified or not and obligations incurred or undertaken by the Demerged Company in relation to or in connection with the Demerged Undertaking as on the Appointed Date shall pursuant to the sanction of the Scheme by the High Court and under the provisions of Sections 391 to 394 and other applicable provisions of the Act, without any further act, instrument or deed being required, be and shall stand automatically transferred to and vested in or be deemed to have been transferred to and vested in the Resulting Company to the extent that they may be outstanding as on the Appointed Date and shall become the debt, duties, undertakings, liabilities and obligations of the Resulting Company on the same terms and conditions as were applicable to the Demerged Company and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this Clause 5.

5.3. In so far as any encumbrance in respect of the loans, borrowings, debts and liabilities of the Demerged Company in relation to or in connection with the Demerged Undertaking is concerned, upon coming into effect of this Scheme and with effect from the Appointed Date, such encumbrance shall, without any further act, instrument or deed being required, be modified and shall be extended to and shall operate only over the assets comprised in the Demerged Undertaking which may have been encumbered in respect of the transferred liabilities as transferred to the Resulting Company pursuant to this Scheme. For the avoidance of doubt, it is hereby clarified that in so far as the assets comprising the Remaining Undertaking are concerned, the encumbrance, if any, over such assets relating to the transferred liabilities, as and from the Appointed Date without any further act, instrument or deed being required be released and discharged from the obligations and encumbrances relating to the same. Further, in so far as the assets comprised in the Demerged Undertaking are concerned, the encumbrance over such assets relating to any loans, borrowings or other debts which are not transferred to the Resulting Company pursuant to this Scheme and which shall continue with the Demerged Company shall without any further act or deed be released from such encumbrance and shall no



longer be available as security in relation to such liabilities with effect from the Appointed Date and upon coming into effect of this Scheme.

Provided always that this Scheme shall not operate to enlarge the security from any loan, deposit or facility created by the Demerged Company in relation to the Passive Infrastructure Business by virtue of this Scheme and the Resulting Company shall not be obliged to create any further or additional security therefore after the Scheme has become operative.

- 5.4. Upon the effectiveness of this Scheme, the Demerged Company and the Resulting Company shall execute any instrument or document and/or do all such acts or deeds as may be required, including filing of necessary particulars and/or modification of the charge, if any, with the respective Registrar of Companies to give formal effect to the provisions of this Clause 5.
- 5.5. The provisions of this Clause insofar as they relate to the transfer of liabilities to the Resulting Company shall operate notwithstanding anything to the contrary contained in any deed or writing or the terms of sanction or issue or any security document, all of which instruments shall stand modified and/ or superseded by the foregoing provisions.
- 5.6. It shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen, in order to give effect to the provisions of this Clause.
- 5.7. The liabilities of the Demerged Undertaking shall be transferred by the Demerged Company to the Resulting Company at their book value as appearing in the books of accounts of the Demerged Company immediately before the Appointed Date of demerger in accordance with the provisions of section 2(19AA) of the Income Tax Act, 1961.

6. CONTRACTS, DEEDS, LICENSES, APPROVALS AND PERMITS

- 6.1 Subject to the other provisions of this Scheme and upon coming into effect of this Scheme and with effect from the Effective Date, all contracts, deeds, bonds, agreements, settlements, indemnities, arrangements, licenses, approvals or permits, whether governmental or otherwise, agreements, schemes, arrangements, engagements and other instruments, if any, of whatsoever nature in relation to the Demerged Undertaking, to which the Demerged Company is a party or to the benefit of which the Demerged Company is eligible and which are subsisting or having effect immediately before the Effective Date, shall remain in full force and effect automatically against or in favour of the Resulting Company, as the case may be, and shall be binding on and be enforceable by or against the Resulting Company as fully and effectually as if, instead of the Demerged Company, the Resulting Company had been originally a party or beneficiary or obligee thereto or thereunder.
- 6.2 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Demerged Undertaking occurs by virtue of this Scheme itself, the Resulting Company may, at any time after coming into effect of the Scheme, take such actions and execute such deeds, writings or confirmations, novations or enter into arrangements with any party to any contract or arrangement to which the Demerged Company is a party in order to give formal effect to the provisions of this Scheme, if so required. The Resulting Company shall be deemed to be competent



and authorized to execute any such deeds, writings or confirmations on behalf of the Demerged Company and to perform or carry out all formalities or compliances required on the part of Demerged Company to give effect to the provisions of this Scheme.

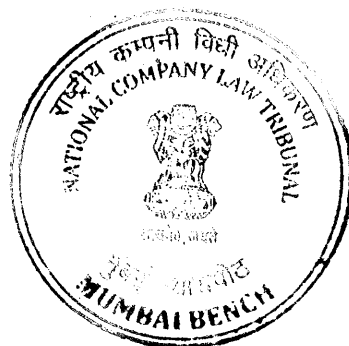
- 6.3 After the Scheme becomes effective, the Resulting Company shall, in its own right, be entitled to realize all monies and complete and enforce all pending contracts and transactions in respect of the Demerged Undertaking, in so far as may be necessary.

7. LEGAL PROCEEDINGS

- 7.1. With effect from the Effective Date, all legal or other proceedings (including before any statutory or quasi-judicial authority or tribunal) ("**Proceedings**") by or against the Demerged Company under any statute, whether pending on the Appointed Date, relating to the Demerged Undertaking, shall be continued and enforced by or against the Resulting Company after the Effective Date, to the extent legally permissible. To the extent such Proceedings cannot be taken over by the Resulting Company, the Proceedings shall be pursued by the Demerged Company as per the instructions of and entirely at the costs and expenses of the Resulting Company. In the event that such liability is incurred or such claim or demand is made upon the Demerged Company pertaining to the Demerged Undertaking (or any successor thereof), then the Resulting Company shall reimburse and indemnify the Demerged Company (or any successor thereof) for any payments made in relation to the same.
- 7.2. The Resulting Company undertake to have all respective legal or other proceedings initiated by or against the Demerged Company as referred above transferred into its name and to have the same continued, prosecuted and enforced by or against the Resulting Company as the case may be, to the exclusion of the Demerged Company.
- 7.3. Any Proceedings by or against the Demerged Company under any statute, whether pending on the Appointed Date, whether or not in respect of any matter arising before the Effective Date and relating to the Remaining Undertaking (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. The Resulting Company shall in no event be responsible or liable for or in relation to any such Proceeding by or against the Demerged Company.

8. SAVING OF CONCLUDED TRANSACTIONS

The demerger, transfer and vesting of the Demerged Undertaking of the Demerged Company as per this Scheme, and the continuance of the proceedings by or against the Demerged Company under Clause 7 above and the effectiveness of contracts and deeds under Clause 6 above of this Scheme shall not affect any transactions or proceedings already concluded by the Demerged Company on or before the Appointed Date or concluded after the Appointed Date till the Effective Date, to the end and intent that the Resulting Company accepts and adopts all acts, deeds and things made, done and executed by the Demerged Company as acts, deeds and things made, done and executed by or on behalf of the Resulting Company.



9. EMPLOYEES OF THE DEMERGED COMPANY

Upon the coming into effect of this Scheme:

- 9.1. All employees of the Demerged Company engaged in or in relation to the Demerged Undertaking and who are in such employment as on the Effective Date shall be transferred to and become the employees of the Resulting Company with effect from the Effective Date (the "**Transferred Employees**") on the same terms and conditions of employment on which they are engaged by the Demerged Company without any break or interruption in service for the purpose of calculating retirement benefits. The Resulting Company undertakes to continue to abide by any agreement/settlement entered into by the Demerged Company with any union/employee of the Demerged Company in relation to the Transferred Employees.
- 9.2. All consultants, retainers and other persons engaged in the Demerged Undertaking (other than Transferred Employees) on a non-permanent basis, shall become consultants, retainers and persons engaged by the Resulting Company with effect from the Appointed Date, and, subject to the provisions hereof, on terms and conditions not less favourable than those on which they are engaged by the Demerged Company in relation to the Demerged Undertaking and without any interruption of or break in service as a result of the transfer of the Demerged Undertaking.
- 9.3. Insofar as the existing provident fund, gratuity fund and superannuation fund, trusts, retirement fund or benefits and any other funds or benefits created by the Demerged Company inter alia for the Transferred Employees are concerned (collectively referred to as the "**Funds**"), the Funds and such investments made by the Funds which are preferable to the Transferred Employees in terms of Clause 9.1 above shall be transferred to the similar Funds created by the Resulting Company and shall be held for their benefit pursuant to this Scheme in the manner provided hereinafter. In the event that the Resulting Company does not have its own Funds in respect of any of the above, the Resulting Company may, subject to necessary approvals and permissions, continue to contribute to the relevant Funds of the Demerged Company, until such time that the Resulting Company creates its own Funds, at which time the funds and the investments and contributions pertaining to the Transferred Employees shall be transferred to the Funds created by the Resulting Company.
- 9.4. In relation to those Transferred Employees who are not covered under the provident fund trust of the Demerged Company, and for whom the Demerged Company is making contributions to the government provident fund, the Resulting Company shall stand substituted for the Demerged Company, for all purposes whatsoever, including relating to the obligation to make contributions to the said fund in accordance with the provisions of such fund, bye laws, etc. in respect of such Transferred Employees.
- 9.5. If any exemptions granted by the Regional Provident Fund Commissioner, or any other competent authority under the Employees' Provident Funds & Miscellaneous Provisions Act, 1952, to the Demerged Company and its subsidiaries, joint ventures and associates require reissue or renewal on account of the Scheme, the Demerged Company shall, and shall cause its subsidiaries, joint ventures and associates to, apply for the reissue or renewal, and the Regional Provident Fund Commissioner or any other competent authority shall grant the same such that the privileges, rights and benefits of the Remaining Employees continue uninterrupted. Likewise, the Resulting Company shall apply for granting of similar exemptions and the Regional Provident Fund Commissioner or any other competent authority shall grant the same



such that the privileges, rights and benefits of Transferred Employees continue uninterrupted.

- 9.6. In relation to any other fund created or existing for the benefit of the Transferred Employees being transferred to the Resulting Company, the Resulting Company shall stand substituted for the Demerged Company, for all purposes whatsoever, including relating to the obligation to make contributions to the said funds in accordance with the provisions of such scheme, funds, bye laws, etc. in respect of such Transferred Employees.
- 9.7. In so far as the existing benefits or funds created by the Demerged Company for the Remaining Employees are concerned, the same shall continue and the Demerged Company shall continue to contribute to such funds and trusts in accordance with the provisions thereof, and such funds and trusts, if any, shall be held inter alia for the benefit of the Remaining Employees.

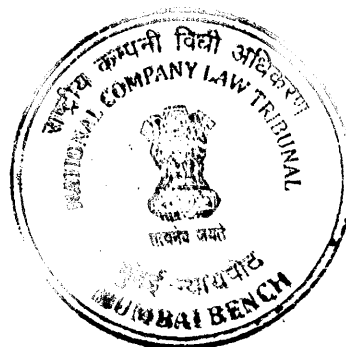
10. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

Unless otherwise stated here in under, with effect from the Appointed Date and upto the Effective Date:

- 10.1. The Demerged Company shall be deemed to have been carrying on and shall carry on the Demerged Undertaking and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all its properties and assets for and on account of and in trust for the Resulting Company. The Demerged Company hereby undertakes to hold its assets with utmost prudence until the Effective Date.
- 10.2. The Demerged Company shall carry on the business and activities of the Demerged Undertaking with reasonable diligence, business prudence and shall not, except in the ordinary course of business or without prior written consent of the Resulting Company, alienate charge, mortgage, encumber or otherwise deal with or dispose of any business or part thereof.
- 10.3. With effect from the Appointed Date, all the profits or income accruing or arising to the Demerged Company or expenditure or losses arising or incurred or suffered by Demerged Company, in relation to the Demerged Undertaking, shall for all purposes be treated and be deemed to be accrued as the income or profits or losses or expenditure as the case may be of the Resulting Company.
- 10.4. The Demerged Company shall not vary the terms and conditions of any agreements or contracts in relation to the Demerged Undertaking except in the ordinary course of business or without the prior consent the Resulting Company or pursuant to any pre-existing obligation undertaken by them, as the case may be.
- 10.5. The Demerged Company and the Resulting Company shall be entitled, pending sanction of the Scheme, to apply to the Central/State Government and all other agencies, departments and authorities concerned as are necessary under any law or rules for such consents, approvals and sanctions, which may be required pursuant to this Scheme.

11. DIVIDENDS

The Demerged Company and the Resulting Company 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 in the ordinary course.



12. CONSIDERATION

Since the Resulting Company holds the entire share capital of the Demerged Company, upon the Scheme becoming effective, the Resulting Company shall not issue any shares or pay any consideration, directly or indirectly, to either the Demerged Company or its shareholders.

13. ACCOUNTING TREATMENT

13.1. In the Books of the Demerged Company:

- 13.1.1. Upon the Scheme becoming effective, the Demerged Company shall reduce the book value of assets, liabilities and reserves of the Demerged Undertaking vested in the Resulting Company pursuant to this Scheme from its books of account;
- 13.1.2. The difference, being the excess of book value of assets over the book value of liabilities and reserves of the Demerged Undertaking vested in the Resulting Company pursuant to this Scheme shall be first adjusted against the balance in Profit and loss account of the Demerged Company and thereafter against the balance in Securities Premium account of the Demerged Company. In case of deficit, the same shall be credited to capital reserve.
- 13.1.3. The reduction, if any, in the securities premium account of the Demerged Company shall be effected as an integral part of the Scheme in accordance with the provisions of Section 52 of the Companies Act, 2013 and Sections 100 - 103 of the Companies Act, 1956 and the order of the High Court sanctioning the Scheme shall be deemed to be also the order under Section 102 of the Act for the purpose of confirming the reduction. The reduction would not involve either a diminution of liability in respect of unpaid share capital or payment of paid-up share capital, and the provisions of Section 101 of the Act will not be applicable. The Demerged Company shall not be required to add the words "and reduced" as a suffix to its name consequent upon such reduction.

13.2. In the Books of the Resulting Company:

Upon the Scheme becoming effective, the Resulting Company shall account for the demerger of the Demerged Undertaking in its books of accounts as per the Pooling of Interest method in accordance with Appendix C 'Business Combinations of entities under Common Control' of the Indian Accounting Standard (Ind-AS) 103 for Business Combination prescribed under Section 133 of the Companies Act, 2013, as notified under the Companies (Indian Accounting Standard) Rules, 2015 and generally accepted accounting principles, as may be amended from time to time, as under:

- 13.2.1. The Resulting Company shall record in its books of accounts, all assets, liabilities and reserves (including negative balance of reserves, if any) pertaining to the Demerged Undertaking at their respective book values as appearing in the books of the Demerged Company immediately before the demerger;
- 13.2.2. The value of investment in the Demerged Company (including by way of equity, debentures or any other instruments) as appearing in the books of the Resulting Company shall be reduced to extent it is not represented by



the assets transferred pursuant to demerger so as to reflect the value of the investment in Demerged Company at its fair value without any further act or deed for reduction thereof by the Demerged Company;

13.2.3. The surplus / deficit, if any arising after recording the entries contained in clause 13.2.1 and clause 13.2.2 above shall be adjusted against Capital Reserve.

13.2.4. Further, in case of any differences in accounting policies between the Resulting Company and the Demerged Company, the accounting policies followed by the Resulting Company shall prevail and the difference shall be quantified and adjusted against the General Reserve, to ensure that the financial statements of the Resulting Company reflect the financial position on the basis of consistent/uniform accounting policies.

14. REMAINING UNDERTAKING

14.1. The Remaining Undertaking and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and remain vested in and be managed by the Demerged Company.

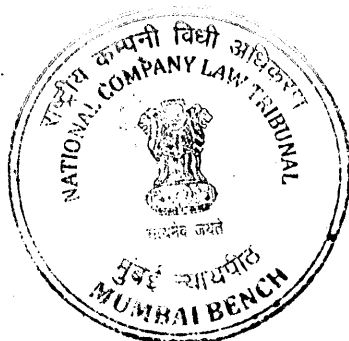
14.2. All legal, taxation and/or other proceedings by or against the Demerged Company under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, and relating to the Remaining Undertaking of the Demerged Company (including those relating to any property, right, power, liability, obligation or duties of the Demerged Company in respect of the Remaining Undertaking) shall be continued and enforced against the Demerged Company.

14.3. If proceedings are taken against the Resulting Company in respect of matters referred to in Clause 14.2 above relating to the Remaining Undertaking, 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, against all liabilities and obligations incurred by the Resulting Company in respect thereof.

15. TREATMENT OF TAXES

15.1. Upon the Scheme becoming effective, the Resulting Company and the Demerged Company are expressly permitted to revise, if it becomes necessary, their income tax returns and related withholding tax certificates (including withholding tax certificates relating to transactions between the Demerged Company and the Resulting Company), sales tax returns, excise and cenvat returns, service tax returns and other tax returns, to the extent required and to claim refunds, advance tax and withholding tax credits, to set-off any accumulated business losses and unabsorbed depreciation under normal tax computation and computation of minimum alternate tax, obtain benefit of and benefit of credit for minimum alternate tax, to restore input credit adjusted earlier or any other tax related compliances or filing of forms or claim refunds/ credits pursuant to the provisions of this Scheme.

15.2. Notwithstanding anything to the contrary contained in the provisions of this Scheme, upon the Scheme coming into effect, the Resulting Company shall be entitled to carry forward, avail of, or set-off any accumulated tax losses and unabsorbed tax



depreciation of the Demerged Company relating to the Demerged Undertaking as on the Appointed Date in accordance with the provisions of section 72A of the Income Tax Act, 1961.

- 15.3. Upon the Scheme coming into effect, the brought forward losses and unabsorbed depreciation as per books of accounts of the Demerged Company and relating to the Demerged Undertaking as on the Appointed Date shall be deemed to be brought forward losses and unabsorbed depreciation of the Resulting Company for the purpose of computation of minimum alternate tax payable by the Resulting Company.
- 15.4. Upon the Scheme becoming effective, Resulting Company is expressly permitted to claim refunds/credits on account of service tax in accordance with the Service Tax Rules, pertaining to the Demerged Undertaking.
- 15.5. Upon the Scheme coming into effect, all taxes/cess/duties payable by or on behalf of the Demerged Company pertaining to the Demerged Undertaking from the Appointed Date onwards including all advance tax payments, tax deducted at source, any refunds and claims, shall, for all purposes, be treated as the tax / cess / duty, advance tax payment, tax deducted at source or refunds and claims, as the case may be, of the Resulting Company.
- 15.6. Upon the Scheme becoming effective, the unutilized Cenvat Credit relating to the Demerged Undertaking shall be transferred to the Resulting Company in accordance with the provisions of the Cenvat Credit Rules, 2004 or other applicable laws, as if such unutilized credits were lying to the account of the Resulting Company. The Resulting Company shall accordingly be entitled to set off such unutilized Cenvat credits against the taxes (including excise duty and service tax) payable by it, without limitation.
- 15.7. If any terms or provisions of the Scheme are found to be or interpreted to be inconsistent with the provisions of section 2(19AA) or other provisions of the Income Tax Act, 1961 or any tax laws at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provisions of the tax laws shall prevail. The Scheme shall then stand modified to the extent determined necessary to comply with the said provisions. Such modification will however not affect other parts of the Scheme. The power to make such amendments as may become necessary shall vest with the Board of Directors of the Resulting Company, which power shall be exercised reasonably in the best interests of the companies and their shareholders, and which power can be exercised at any time, whether before or after the Effective Date.

PART III

GENERAL TERMS AND CONDITIONS

16. APPLICATION TO HIGH COURT

The Demerged Company and the Resulting Company shall as may be required make applications and/or petitions under section 391 to 394 of the Act and other applicable provisions of the Act to the High Court for sanction of the Scheme and all matters ancillary or incidental thereto.



17. MODIFICATION OR AMENDMENTS TO THE SCHEME

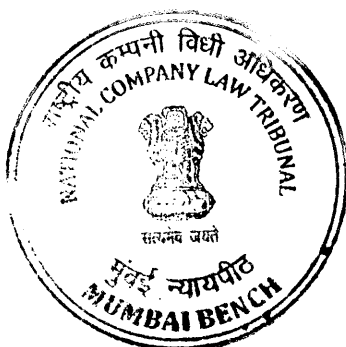
Subject to approval of High Court, the Resulting Company and the Demerged Company with the approval of their respective Boards of Directors or Authorized Representatives may consent, from time to time, on behalf of all persons concerned, to any modifications/amendments or additions/deletions to the Scheme which may otherwise be considered necessary, desirable or appropriate by the said Boards of Directors to resolve all doubts or difficulties that may arise for carrying out this Scheme and to do and execute all acts, deeds matters, and things necessary for bringing this Scheme into effect or agree to any terms and / or conditions or limitations that the Hon'ble Court or any other authorities under law may deem fit to approve of, to direct and or impose.

The aforesaid powers of the Resulting Company and the Demerged Company to give effect to the modification/amendments to the Scheme may be exercised by their respective Boards of Directors or any person authorised in that behalf by the concerned Board of Directors subject to approval of the Hon'ble Court or any other authorities under applicable law.

18. CONDITIONALITY OF THE SCHEME

This Scheme is and shall be conditional upon and subject to:

- 18.1. Approval to the Scheme by the requisite majority of each class of the respective members and creditors of the Demerged Company and the Resulting Company as may be directed by the High Court or any other competent authority, as may be applicable;
- 18.2. The Scheme being approved by the Bombay Stock Exchange and National Stock Exchange under Regulation 37 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirement) Regulations, 2015;
- 18.3. The requisite consent, approval or permission of the Central Government or any other statutory or regulatory authority, other than as mentioned above in this Clause, which by law or otherwise may be necessary for the implementation of this Scheme;
- 18.4. The Scheme being sanctioned by the High Court in terms of sections 391 to 394 and other relevant provisions of the Act;
- 18.5. Certified copy of the final order of the High Court sanctioning this Scheme being filed with the appropriate Registrar of Companies by the Demerged Company and the Resulting Company.



19. **EFFECT OF NON-RECEIPT OF APPROVALS/SANCTIONS**

In the event any of the said sanctions and approvals referred to in Clause 18 above not being obtained and/or the Scheme not being passed as aforesaid before 30 September 2017 or within such further period or periods as may be agreed upon between the Resulting Company by its Directors and the Demerged Company by its Directors (and which the Board of Directors are hereby empowered and authorized to agree to and extend from time to time without any limitations), this Scheme shall stand revoked, cancelled and be of no effect and null and void save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as may otherwise arise in law and in such event each party shall bear their respective costs, charges and expenses in connection with the Scheme.

20. **COSTS, CHARGES AND EXPENSES**

All costs, charges, taxes including duties (including the stamp duty and/ or transfer charges, if any, applicable in relation to this Scheme), levies and all other expenses, if any arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne by the Resulting Company.

Certified True Copy
Date of Application 01/08/2017
Number of Pages 20
Fee Paid Rs. 700
Applicant called for collection copy on 10/08/2017
Copy prepared on 10/08/2017
Copy issued on 10/08/2017



Deputy Director

National Company Law Tribunal, Mumbai Bench







BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH

IN

Company Scheme Petition NO. 627 OF 2017

IN

Company Scheme Application NO. 244 OF 2017

In the matter of the Companies Act, 2013;

AND

In the matter of Sections 230 to 231 of the Companies Act 2013);

AND

In the matter of Scheme of Arrangement between Speedon Network Limited having CIN U32202DN2011PLC000373 (Demerged Company), and Sterlite Technologies Limited having CIN L31300MH2000PLC269261 (Resulting Company) and their respective Shareholders

Sterlite Technologies Limited.....Petitioner

**CERTIFIED COPY OF THE ORDER DATED
27TH DAY OF JULY 2017 AND THE SCHEME
ANNEXED TO THE PETITION**



HEMANT SETHI & CO.

ADVOCATES FOR PETITIONERS

PH: 9820244453