Annexure II

SCHEME OF ARRANGEMENT

UNDER SECTION 230 TO SECTION 232 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013 AND RULES FRAMED THEREUNDER

BETWEEN

STERLITE TECHNOLOGIES LIMITED

AND

STL NETWORKS LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

PART – I

A. PREAMBLE

This scheme of arrangement ("**Scheme**", *as more particularly defined hereunder*) is presented under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 and the rules made thereunder between Sterlite Technologies Limited ("**Demerged Company**"), and STL Networks Limited ("**Resulting Company**") and their respective shareholders and creditors. The Scheme *inter alia* provides for the following:

(i) demerger of the Demerged Undertaking (*as defined hereinafter*) of the Demerged Company into the Resulting Company on a going concern basis ("**Demerger**") and the consequent issuance of equity shares by the Resulting Company to the shareholders of the Demerged Company; and

(ii) various other matters consequential or integrally connected therewith, including the reorganisation of the share capital of the Resulting Company;

pursuant to the provisions of Sections 230-232 and other applicable provisions of the Act (*as defined hereinafter*) and the SEBI Scheme Circulars (*as defined hereinafter*).

B. DESCRIPTION OF COMPANIES

(i) The Demerged Company is a public limited company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 4th Floor, Godrej Millennium, Koregaon Road 9, STS 12/1, Pune 411001, India. The equity shares of Demerged Company are listed on both the BSE Limited ("**BSE**") and the National Stock Exchange of India Limited ("**NSE**" and collectively with BSE, the "**Stock Exchanges**"). The non-convertible debentures of the Demerged Company, the details of which are set out in **Schedule I**, are listed on the BSE. The Demerged Company is a global integrator of digital networks and is primarily engaged in designing, manufacturing and marketing of a wide array of optical products and providing information technology/information technology enabled services and network services. The portfolio offerings of the Demerged Company are categorized into the following business verticals:

- *Optical Networking* - the division of the Demerged Company engaged in manufacture and sale of optical fibre, optical fibre cable, specialty cables

For Sterlite Technologies Limited
Amit Deshpande
Company Secretary

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and optical interconnect products (*hereinafter referred to as* "**Optical Network Business**" or "**ONB**").

- *Global Services* - the division of the Demerged Company engaged, both directly and through its subsidiaries , in system integration telecom network solutions and laying/developing private network infrastructure on turn-key project contract basis and provision of related services both in India and overseas, such as, fiber deployment services, managed services, system integrations services, FTTH deployment services, operations and maintenance of fiber and other MPLS based networks (*hereinafter referred to as* "**Global Services Business**" or "**GSB**").

- *Digital & Technology Solutions* - the division of the Demerged Company engaged in provision of IT-ITES solutions and services (*hereinafter referred to as* "**Digital Business**").

(ii) The Resulting Company is a public limited company incorporated under the provisions of the Companies Act, 2013 and having its registered office at 4th Floor, Godrej Millennium, Koregaon Road 9, STS 12/1, Pune 411001, India. As on the date hereof, the Resulting Company is a wholly owned subsidiary of the Demerged Company. The Resulting Company is proposing to undertake a name change, subject to requisite statutory requirements and approvals, which may take effect during the pendency or post-effectiveness of the Scheme. In such event, references to the Resulting Company would include such changed name.

(iii) The main objects of the Resulting Company are as follows:

"1. To carry on the business of providing, designing, developing, selling, and servicing of network modernization solutions, telecommunication systems and systems of all kinds for the conveyance by any means of sounds, visual images and signals of all kinds, building networks, providing wired and wireless connectivity, creation of core transport network, interconnected data centre design engineering and end-to-end cyber infrastructure

2. To carry on the business of manufacture, design, developments, engineering, marketing, import and export, purchase, sales transfer, lease, maintain, repair, operation, transmission, consultancy, management contracting, execution, technical and educational services, licensing, franchising, distribution, agency or otherwise deal in hardware & software including intellectual property, computing and processing machines, systems, processes, equipments, apparatus, appliances, and others articles whether electronic, electric, mechanical, digital, telephonic, satellite, wireless or otherwise relating to telecommunication, information technology, informatics and allied activities.

3. To carry on the business of manufacture, trade, sale, import, export or otherwise deal in all kinds, classes and varieties of telecommunication cables, jelly filled cables, dry core cables, coaxial cables, optical fiber cables, switch boards cables, optical fibers, jumper wires, telephone handset cords, electrical wires and other suitable alike cables and wires, telegraph, wireless, telephone and telecommunications company and for this purpose to establish, operate, maintain, manage, work, repair telephone exchanges, public switched telephone network cables communication station, radio and television receiving stations, satellites, telecommunications network, to install sell, hire, license, lease telephones or any other instruments, appliances, apparatus used for transmission or reception of messages, signs and signals."

C. RATIONALE

(i) The Global Services Business and other business verticals of the Demerged Company have been commenced and nurtured over different periods of time. They are currently at different stages of growth and maturity with each having distinct market dynamics, geographic focus, strategy, capital requirements and investor

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interest. The Demerged Undertakings and the Remaining Undertaking have both achieved scale and experience to sustain business independently in terms of profitability, turnover, order book, customer profile, talent, etc. Hence, segregation of the Demerged Undertaking into a separate entity would enable focused managements to explore the potential business opportunities more effectively and efficiently in the respective business;

(a) The nature of opportunities, growth areas, risk and competition inherent in the Global Services Business is distinct from the Remaining Undertaking of the Demerged Company, since it is subject to distinct business cycle and market structure, necessitating different management approaches, focus and it is capable of attracting different set of investors, strategic partners, talent, lenders and other stakeholders.

(b) Further growth and expansion of the Global Services Business would require a differentiated strategy aligned to its industry specific risks, market dynamics and growth trajectory. Moreover, the Global Services Business has now reached a meaningful scale and will be able to benefit by becoming independently focused company.

(c) The Government of India's commitment to BharatNet phase three, which is a $10 billion plus program, gives an opportunity to the Demerged Company to grow its core business, i.e. the Optical Network Business and also provides consequent opportunities for the Global Services Business. Similarly, the Demerged Company is seeing an acceleration on the 5G deployment front which is driving requirement for fiber roll-out for network. In light of the above, there is a need for the activities of the Global Services Business and the other businesses of the Demerged Company to be organized and managed in a distinct way to tap in on the opportunities arising from the growing demand of telecom infrastructure in the country.

(ii) Thus, the Demerger is expected to lead to following benefits:

(a) allowing respective businesses to create a strong and distinct platform which enables greater flexibility to pursue long-term objectives;

(b) better alignment of the respective businesses to its customers and to improve competitiveness, operational efficiencies and strengthen its position in the relevant marketplace resulting in a more sustainable long-term growth and competitive edge;

(c) enabling accelerated growth of ONB and allowing the GSB to explore suitable strategies to fund its growth plans;

(d) creation of an independent company focusing exclusively on GSB and exploring opportunities in the said sector. The independent company can attract different sets of investors, strategic partners, lenders and other stakeholders having a specific interest in the GSB;

(e) the Demerger and consequent issue of equity shares by the Resulting Company are proposed to allow shareholders of the Demerged Company and investors to invest in the distinct key businesses and allow shareholders to unlock the value of their investments.

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(f) dedicated and specialized management focus on the specific needs of the respective businesses.

(iii) In order to effect the segregation of the Global Services Business from the other businesses of the Demerged Company, it is proposed to transfer the Global Services Business to the Resulting Company by way of Demerger in accordance with Sections 230-232 of the Act.

(iv) Accordingly, the Scheme is expected to be in the best interests of both companies and their respective shareholders, employees and creditors.

(v) This Scheme accordingly provides for the transfer by way of Demerger of the Demerged Undertaking from the Demerged Company to the Resulting Company, and the consequent issue of equity shares by the Resulting Company to the shareholders of the Demerged Company in accordance with the Share Entitlement Ratio (*as hereinafter defined*) and various other matters consequential or integrally connected therewith, including the reorganisation of the share capital of the Resulting Company, pursuant to Sections 230-232 and other applicable provisions of the Act, the SEBI Scheme Circular and in compliance with the Income Tax Act, 1961 ("**IT Act**") including Section 2(19AA) thereof.

D. PARTS OF THE SCHEME

This Scheme is divided into the following parts:

(i) Part I deals with background of the Demerged Company and the Resulting Company, rationale and objective of the Scheme;

(ii) Part II deals with definitions, interpretation and share capital;

(iii) Part III deals with the Demerger of the Demerged Undertaking of Demerged Company on a going concern basis into the Resulting Company and issue of equity shares of the Resulting Company to the shareholders of the Demerged Company, in consideration thereof;

(iv) Part IV deals with the reorganization of the share capital of the Resulting Company; and

(v) Part V deals with general terms and conditions applicable to the Scheme.

E. 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. 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) of the Income Tax Act, 1961, 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) of the Income Tax Act, 1961, 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) of the Income Tax Act, 1961 or such newly enacted law or new legislation. Such modifications will, however, not affect the other provisions of the Scheme.

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PART – II

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Scheme, unless inconsistent with the subject or context, the following expressions shall have the following meanings.

(i) **"Act"** means the Companies Act, 2013 and any statutory modification or re-enactment thereof for the time being in force.

(ii) **"Active and Passive Infrastructure"** means all the assets and liabilities in connection with the deployment and operation of the last mile, backhaul Fibre to the Home/Building, (**"FTTH/B"**), telecom network infrastructure (wired-line) for the customers aimed at facilitating the delivery of voice, video, text, data services through the network carried on by the Demerged Company and its subsidiary, namely Speedon Network Limited.

(iii) **"Applicable Laws"** means any applicable statute, notification, bye laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinance, orders or instructions having the force of law enacted or issued by any Appropriate Authority including any statutory modification or re-enactment thereof for the time being in force.

(iv) **"Appointed Date"** means the opening of business hours on the April 1, 2023 or such other date as the NCLT may direct/ allow.

(v) **"Appropriate Authority"** means and includes any governmental, statutory, departmental or public body or authority whether in India or overseas, including Reserve Bank of India, SEBI, Stock Exchanges, Registrar of Companies, National Company Law Tribunal, Tax department including the Central Board of Direct Taxes, Income Tax authorities, Central and State GST Departments and such other sectoral regulators or authorities in India or any other country where the Demerged Company or Resulting Company conduct their business as may be applicable.

(vi) **"Board"** or **"Board of Directors"** 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, in office at the relevant time, 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.

(vii) **"BSE"** shall have the meaning set out in Clause B(i).

(viii) **"Commencement of Business"** means 24 July, 2014 being the date of start of Global Services Business in the Demerged Company.

(ix) **"Demerged Company"** shall have the meaning set out in Clause A of the Preamble.

(x) **"Demerged Undertaking"** means the business, undertaking, and properties, of the Demerged Company of whatsoever nature and kind and wheresoever situated, in each case, forming part of or necessary or advisable for the conduct of, or the activities or operations of, the Global Services Business on a going concern basis and shall mean and include (without limitation):

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(a) all immovable properties (list of such immovable properties pertaining to the Global Services Business is more particularly set-out in **Schedule I** hereto) and rights thereto i.e. land together with the buildings and structures standing thereon (whether freehold, leasehold, leave and licensed, right of way, tenancies or otherwise) including roads, drains, civil works, foundations for civil works, buildings, offices, etc., which immovable properties exclusively or predominantly form part of the Global Services Business or which are determined by the Board as being necessary for conduct of, or the activities or operations of, the Global Services Business and all documents (including deeds or receipts) of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interest, benefits and interests of agreements for lease or license or other rights to use of premises, in connection with the said immovable properties;

(b) all assets, as are movable in nature and which exclusively or predominantly form part of the Global Services Business, whether present or future, tangible or intangible, in possession or not, corporeal or incorporeal, in each case, wherever situated (including plant and machinery, capital work in progress, furniture, fixtures, fixed assets, contingent assets, computers, air conditioners, appliances, accessories, office equipment, communication facilities, installations, vehicles, inventories, stock in trade, stores and spares, packing material, raw material, tools and plants) actionable claims, earnest monies, security deposits paid or deemed to have been paid and sundry debtors, prepaid expenses, bills of exchange, promissory notes, financial assets, investment and shares in entities/ branches/ offices undertaking the Global Services Business in India or overseas, outstanding loans and advances, recoverable in cash or in kind or for value to be received, receivables, funds, cash and bank balances and deposits including accrued interest thereto with any Appropriate Authority, banks, customers and other persons, the benefits of any bank guarantees and performance guarantees;

(c) all permits, licenses, permissions, right of way, approvals, clearances, consents, benefits, registrations, rights, entitlements, pre-qualifications, eligibility criterion, credits, certificates, awards, sanctions, allotments, quotas, no objection certificates, exemptions, concessions, subsidies, tax deferrals, incentives, (including but not limited to benefits of all tax holiday, tax relief including under the Income Tax Act, 1961 such as brought forward accumulated tax losses, unabsorbed depreciation, etc.), tax related assets and credits including but not limited to GST input credits, CENVAT credits, advance tax, tax deducted at source, exemptions and other benefits (in each case including the benefit of any applications made for the same), relatable to the Global Services Business, if any, liberties and advantages, approval for commissioning of project and other licenses or clearances granted/ issued/ given by any Appropriate Authority, organizations or companies necessary for conduct of, or the activities or operations of, the Global Services Business or in connection therewith including those relating to privileges, powers, facilities of every kind and description of whatsoever nature and the benefits thereto that which exclusively or predominantly form part of the Global Services Business;

(d) all contracts, agreements, request for proposals, purchase orders/ service orders, operation and maintenance contracts, memoranda of understandings, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, bids, tenders, approved tenders, ongoing participated tenders, open tenders, open order books, tariff policies, expressions of interest, letters of intent, hire and purchase arrangements, procurement agreements, services

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agreements, lease/ license agreements, tenancy rights, agreements/ panchnamas for right of way, equipment purchase agreements, agreement with customers, purchase and other agreements with the supplier/ manufacturer of goods/ service providers, other arrangements, undertakings, deeds, bonds, schemes, concession agreements, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether vested or potential and written, oral or otherwise and all rights, title, interests, claims and benefits thereunder which exclusively or predominantly form part of the Global Services Business;

(e) all rights to use and avail telephones, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interests held in trusts, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, liberties and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in control of or vested in or granted in favour of or enjoyed by the Demerged Company which exclusively or predominantly form part of the Global Services Business and all other interests of whatsoever nature belonging to or in the ownership, power, possession or control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Demerged Company which exclusively or predominantly form part of the Global Services Business;

(f) Demerged Undertaking Liabilities;

(g) Demerged Undertaking IP;

(h) 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 Global Services Business of the Demerged Company;

(i) Transferred Employees;

(j) Investment in subsidiaries, joint ventures, associates, branches etc in India, UK, or any such jurisdiction whether existing or which would come into existence either prior to or after the Appointed Date for carrying on the Global Services Business whether in India or outside;

(k) Right to use the work experience, qualifications, capabilities, legacies and track record with national & international customers/companies, government / non – government agencies / bodies, contracts with clients and with vendors, (including technical parameters, past performance, track record, financial credentials such profitability, turnover, net-worth, financials, Incorporation History, etc.) of the Demerged Company pertaining to GSB, acquired by reason of the completion of various projects and works, certificates of completion of projects or works issued by the clients and the right to use all these past credentials for qualifying for any tender or project in the future.

It is clarified that any question that may arise as to whether a specific asset (tangible or intangible) or any liability pertains or does not pertain to the Global Services

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Business or whether it arises out of the activities or operations of the Global Services Business or not, shall be decided by the Board of the Demerged Company or any committee thereof empowered by the Board.

(xi) "**Demerged Undertaking IP**" shall have the meaning ascribed to it in Clause 5 of the Scheme

(xii) "**Demerged Undertaking Liabilities**" means the liabilities as defined in Clause 6 of the Scheme.

(xiii) "**Effective Date**" means the last of the dates on which all the conditions and matters referred to in Clause 28 occur or have been fulfilled, obtained or waived, as applicable, in accordance with this Scheme. Reference in this Scheme to the date of "**coming into effect of this Scheme**" or "**effectiveness of this Scheme**" shall mean the Effective Date.

(xiv) "**Encumbrance**" means (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Laws; (ii) any proxy, power of attorney, voting trust agreement, interest, option, right of first offer, refusal or transfer restriction in favour of any person; and (iii) any adverse claim as to title, possession or use.

(xv) "**Incorporation History**" means the period from the "**Commencement Of Business**" pertaining to Global Services Business by the Demerged Company upto the Effective Date.

(xvi) "**Options**" shall mean the stock options granted by Demerged Company as per the ESOP Plans of Demerged Company.

(xvii) "**Parties**" or "**Parties to the Scheme**" means the Demerged Company and the Resulting Company.

(xviii) "**Permits**" means all consents, licenses, permits, permissions, authorisations, rights, right of way, clarifications, approvals, clearances, confirmations, benefits, tax incentives/ concessions, entitlements, credits, certificates, awards, sanctions, allotments, quotas, no objection certificates, declarations, waivers, exemptions, registrations, filings, whether governmental, statutory, regulatory under Applicable Law.

(xix) "**Record Date**" means the date to be fixed by the board of directors of the Resulting Company in consultation with the Demerged Company for the purpose of reckoning names of the equity shareholders of the Demerged Company, who shall be entitled to receive Resulting Company Equity Shares of the Resulting Company upon coming into effect of this Scheme as specified in Clause 16 of this Scheme.

(xx) "**Regional Provident Fund Commissioner**" means the Regional Provident Fund Commissioner having jurisdiction over the Demerged Company.

(xxi) "**Registrar of Companies**" means the Registrar of Companies, Maharashtra.

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(xxii) **"Remaining Employees"** means all the permanent employees of the Demerged Company other than the Transferred Employees.

(xxiii) **"Remaining Undertaking"** means all the undertakings, businesses, activities and operations of the Demerged Company other than those comprised in the Demerged Undertaking which *inter alia* shall include the ONB, Digital Business and Active and Passive Infrastructure.

(xxiv) **"Resulting Company"** means STL Networks Limited, a company incorporated on 26 March 2021 under the provisions of the Companies Act 2013 under CIN U72900PN2021PLC199875 and having its registered office at 4th Floor, Godrej Millennium, Koregaon Road 9, STS 12/1, Pune 411001 India.

(xxv) **"Resulting Company Equity Share"** shall have the meaning ascribed to it in Clause16.1.

(xxvi) **"Rs"** means Indian Rupees, the lawful currency of the Republic of India.

(xxvii) **"Scheme", "the Scheme", "this Scheme", "Scheme of Arrangement"** means this scheme of arrangement in its present form or as modified by an agreement between the Parties submitted to the Tribunal or any other Appropriate Authority in the relevant jurisdictions with any modification thereof as the Tribunal or any other Appropriate Authority may direct

(xxviii) **"SEBI"** means the Resulting Company Equity Shares and Exchange Board of India.

(xxix) **"SEBI Scheme Circulars"** means the SEBI Scheme Circular – Debt and SEBI Scheme Circular – Equity, collectively;

(xxx) **"SEBI Scheme Circular - Debt"** means circular no. SEBI/HO/DDHS/DDHSDiv1/P/CIR/20 22/0000000103 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;

(xxxi) **"SEBI Scheme Circular - Equity"** means the circular issued by the SEBI, being SEBI Master Circular No. SEBI/HO/CFD/DIL1/CI R/P/2021/0000000665 dated November 23, 2021, on Schemes of Arrangement by Listed Entities and Relaxation under Sub-rule (7) of rule 19 of the Resulting Company Equity Shares Contracts (Regulation) Rules, 1957, as amended from time to time, issued by SEBI.

(xxxii) **"SEBI LODR Regulations"** means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

(xxxiii) **"Share Entitlement Ratio"** shall have the meaning set out in Clause 16.1;

(xxxiv) **"Stock Exchanges"** means collectively, the BSE and the NSE.

(xxxv) **"Tax"** or **"Taxes"** means and include any tax, whether direct or indirect, including buy back tax, central sales tax ("CST"), charges, customs duty, dividend distribution tax, duties (including stamp duties), excise duty, fees, foreign tax credit and equalization levy), goods and service tax ("GST"), income tax (including withholding tax ("TDS"), levies, local body taxes, octroi, service tax, tax collected at source ("TCS"), value added tax ("VAT"), or other similar assessments by or payable to any Appropriate Authority,

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including in relation to (a) assets, capital gains, employment, entry, expenditure, foreign trade policy, gift, gross receipts, immovable property, imports, income, interest, licensing, movable property, municipal, payroll and franchise taxes, premium, profession, sales, services, transfer, use, wealth, withholding, and (b) any assessments, fines, interest, penalties or additions to tax resulting from, attributable to or incurred in connection with any proceedings or late payments in respect thereof

(xxxvi) **"Tax Laws"** means all Applicable Laws relating to Tax.

(xxxvii) **"Transferred Employees"** shall have the meaning ascribed to it in Clause 9.1 of the Scheme;

(xxxviii) **"National Company Law Tribunal"** or **"NCLT"** or **"Tribunal"** means the Mumbai bench of the National Company Law Tribunal having jurisdiction over the Demerged Company and Resulting Company.

1.2 In this Scheme, unless the context otherwise requires:

(i) words denoting singular shall include plural and vice versa;

(ii) headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;

(iii) references to the word "include" or "including" shall be construed without limitation;

(iv) a reference to an article, section, paragraph or schedule is, unless indicated to the contrary, a reference to an article, section, paragraph or schedule of this Scheme;

(v) unless otherwise defined, the reference to the word "days" shall mean calendar days;

(vi) references to dates and times shall be construed to be references to Indian dates and times;

(vii) reference to a document includes an amendment or supplement to, or replacement or novation of, that document;

(viii) word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s)respectively ascribed to them.

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the Tribunal, shall be effective from the Appointed Date but shall be operative from the Effective Date.

3. SHARE CAPITAL

3.1 The share capital of the Demerged Company as on March 31, 2023 is as under:

	Rs
AUTHORISED SHARE CAPITAL	
75,00,00,000 equity shares of Rs 2 each	150,00,00,000

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SUBSCRIBED, ISSUED AND PAID-UP SHARE CAPITAL	
39,85,80,433 fully paid-up equity shares of Rs. 2 each	79,71,60,866

The equity shares of the Demerged Company are listed on BSE and NSE.

3.2 The share capital of the Resulting Company as on March 31, 2023 is as under:

	Rs
AUTHORISED SHARE CAPITAL	
50,000 equity shares of Rs 10 each	500,000
SUBSCRIBED, ISSUED AND PAID-UP SHARE CAPITAL	
50,000 fully paid-up equity shares of Rs 10 each	500,000

The entire share capital of the Resulting Company as on March 31, 2023 is beneficially held by the Demerged Company and hence Resulting Company is a wholly owned subsidiary of the Demerged Company.

The Demerged Company has outstanding employee stock options under the ESOP Plans, the exercise of which may result in an increase in the issued and paid-up share capital of the Demerged Company.

The Demerged Company may, from time to time, in accordance with the Act, rules and regulations framed by the SEBI including the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 and other Applicable Laws, issue securities to any persons (including by way of a rights issue, preferential allotment or bonus issue).

PART - III

DEMERGER OF THE DEMERGED UNDERTAKING FROM THE DEMERGED COMPANY INTO THE RESULTING COMPANY

4. Transfer and Vesting of the Demerged Undertaking

4.1 Upon the Scheme becoming effective and with effect from the Appointed Date, the Demerged Undertaking shall, in accordance with Section 2 (19AA) of the IT Act and pursuant to Sections 230-232 of the Act and other Applicable Laws, and pursuant to the sanction order of the Tribunal, without any further act, instrument or deed, be demerged from the Demerged Company and stand transferred to and vested in or be deemed to be transferred to and vested in the Resulting Company as a going concern in the manner set out below.

5. Transfer of Assets

5.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Demerged Undertaking shall, in accordance with the provisions of this Clause 5 in relation to the mode of transfer and vesting and pursuant to Sections 230-232 of the Act and without any further act or deed, be demerged from the Demerged Company and be transferred to and vested in or be deemed to have been demerged from the Demerged Company and transferred to and

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vested in the Resulting Company as a going concern without any break or interruptions in the operations thereof so as to become as and from the Appointed Date, the estate, assets, investments, rights, claims, title, interest and authorities of the Resulting Company, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/ or financial institutions.

5.2 Upon the Scheme becoming effective, with effect from the Appointed Date, in respect of such of the assets of the Demerged Undertaking as are movable in nature and/ or otherwise capable of transfer by manual or constructive delivery and/ or by endorsement and delivery, including cash and bank balances, investment in companies, units of mutual funds, market instruments and other securities of the Demerged Undertaking, the same shall stand transferred by the Demerged Company to the Resulting Company pursuant to the provisions of Sections 230-232 of the Act or be deemed to be transferred by delivery or possession or by endorsement and delivery and without requiring any deed or instrument of conveyance for transfer of the same, and shall become the property of the Resulting Company subject to the Clauses in this Scheme in relation to Encumbrances in favour of banks and/ or financial institutions.

5.3 Without prejudice to the generality of Clause 5.2 but subject to the provisions of Clauses in relation to Tax, and in respect of movable assets other than those dealt with in Clause 5.2, including but not limited to sundry debts, actionable claims, earnest monies, receivables, bills, credits, loans, advances and deposits with any Appropriate Authorities or any other bodies and/ or customers or any other person, if any, forming part of the Demerged Undertaking, whether recoverable in cash or in kind or for value to be received, bank balances, etc., the same shall stand transferred to and vested in the Resulting Company without any notice or other intimation to any person in pursuance of the provisions of Sections 230-232 read with other relevant provisions of the Act to the end and intent that the right of the Demerged Company to recover or realize the same stands transferred to the Resulting Company, and that appropriate entries shall be passed in their respective books to record the aforesaid change, without any notice or other intimation to such debtors, depositors or persons as the case may be. The Resulting Company may, at its sole discretion but without being obliged, give notice in such form as it may deem fit and proper, to such person, as the case may be, that the said debt, receivable, bill, credit, loan, advance or deposit stands transferred to and vested in the Resulting Company and be paid or made good or held on account of the Resulting Company as the person entitled thereto.

5.4 Without prejudice to the generality of the foregoing, upon the coming into effect of this Scheme, all immovable properties of the Demerged Company and all the rights, title, interest and claims of the Demerged Company in any immovable properties including any leasehold/ leave and license/ right of way properties of the Demerged Company forming part of the Demerged Undertaking, shall, pursuant to Sections 230-232 of the Act, without any further act or deed, be transferred to and vested in or be deemed to have been transferred to or vested in the Resulting Company on the same terms and conditions.

5.5 All assets, estate, rights, title, interest and authorities acquired by the Demerged Company on or after the Appointed Date and prior to the Effective Date forming part of the Demerged Undertaking shall also stand transferred to and vested or be deemed to have been transferred to or vested in the Resulting Company upon the coming into effect of this Scheme without any further act, instrument or deed.

5.6 All intellectual property rights, including trademarks, 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 Global Services Business as on the Appointed Date (**"Demerged Undertaking IP"**) shall be transferred to the Resulting Company, with

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effect from the Appointed Date. The Resulting Company shall take such actions as may be necessary and permissible to get the same transferred and/or registered in the name of the Resulting Company.

5.7 Upon the Scheme being effective, for the purpose of satisfying any eligibility criteria including technical and/ or financial parameters for participating and qualifying in invitations for expression of interest(s) and/ or bid(s) and/ or tender(s) of any nature meant for any project(s) or contract(s) or work(s) or services or combination thereof, related to the Global Services Business, in addition to its own technical experience and/ or financial credentials including drawn through other arrangements such as consortium or joint venture etc., the Resulting Company shall be entitled to the benefit of all pre-qualification, track-record, experience, goodwill, and all other rights, claims and powers of whatsoever nature belonging to the Demerged Company in connection with or pertaining or relatable to the Demerged Undertaking for all intents and purposes and specifically including but not limited to financial credentials including the turnover, profitability, net-worth, technical expertise, market share, project management experience, Incorporation History, track record of having undertaken, performed and/or executed the business and / or orders by the Demerged Company from the Commencement Of Business. All experience, qualifications, legacies, and track record of the Demerged Company acquired by reason of the completion of various projects or works pertaining to the GSB shall be deemed to be a part of and belonging to the Resulting Company and for all purposes shall be regarded as the attributed of the Resulting Company. It is hereby clarified that, any reserves recorded in the books of Resulting Company pursuant to this Scheme shall be included while computing the net-worth of the Resulting Company for purposes of determining the pre-qualification criteria/conditions of various bidding documents issued by governmental and/or non-governmental authorities.

5.8 All cheques and other negotiable instruments, payment order, electronic fund transfers (like NEFT, RTGS, etc.) received or presented for encashment which are in the name of Demerged Company (in relation to Demerged Undertaking) after the Effective Date shall be accepted by the bankers of Resulting Company and credited to the account of Resulting Company, if presented by Resulting Company or received through electronic transfers. Similarly, the banker of Resulting Company shall honor all cheques / electronic fund transfer instructions issued by Resulting Company (in relation to Demerged Undertaking) for payment after the Effective Date. If required, the bankers of Demerged Company and Resulting Company shall allow maintaining and operating of the bank accounts (including banking transactions carried out electronically) in the name of Demerged Company by Resulting Company in relation to the Demerged Undertaking for such time as may be determined to be necessary by Resulting Company for presentation and deposition of cheques, pay order and electronic transfers that have been issued/made in the name of Resulting Company.

6. Transfer of Liabilities

6.1 With effect from the Appointed Date and upon coming into effect of this Scheme, all loans raised and utilized and all debts, duties, undertakings, liabilities, bank guarantees, performance guarantees, corporate guarantees, letters of credit including contingent liabilities and all other debts, liabilities, duties, and obligations of the Demerged Company relating to the Demerged Undertaking (**"Demerged Undertaking Liabilities"**) 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, 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 Tribunal and under the provisions of Sections 230 to 232 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 6. The term "**Demerged Undertaking Liabilities**" shall include:

6.1.1 the debts, liabilities obligations incurred and duties of any kind, nature or description (including contingent liabilities) which arise out of the activities or operations of the Demerged Undertaking;

6.1.2 the specific loans or borrowings (including, notes and other debt securities raised, incurred and utilized solely for the activities or operations of the Demerged Undertaking); and

6.1.3 in cases other than those referred to in Clauses 6.1.1 or 6.1.2 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 of the Demerged Undertaking bear to the total value of the assets of the Demerged Company immediately prior to the Appointed Date.

6.2 Upon the coming into effect of this Scheme, the balances as on the Appointed Date, of general or multipurpose borrowings shall be transferred to and assumed by Resulting Company in the proportion provided in Clause 6.1 above. Thus, the primary obligation to redeem or repay such transferred liabilities shall be that of Resulting Company. However, without prejudice to such transfer of proportionate liability amount, where considered necessary for the sake of convenience and towards facilitating single point creditor discharge, Resulting Company may discharge such liability (including accretions thereto) by making payments on the respective due dates to Demerged Company, which in turn shall make payments to the respective creditors.

6.3 In so far as any Encumbrance in respect of the Demerged Undertaking Liabilities 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 Demerged Undertaking 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 Demerged Undertaking 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 Global Services 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.

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6.4 Upon the effectiveness of the Scheme, the Demerged Company and the Resulting Company shall execute all instrument or document and/or do all such acts or deeds as may be required, including filing if 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 6.

7. **Contracts, Deeds, etc.**

7.1 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, guarantees, agreements, consents, letters of intent, approved tenders, ongoing participated tenders, open order book(s), expression of interest, settlements, indemnities, 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 Appointed 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 oblige thereto or thereunder. The Resulting Company will, if required, enter into a novation agreement, sub-contracting agreement, deeds, writings or confirmations in relation to such contracts, deeds, bonds, agreements, arrangements and other instruments as stated above and, if required, cause such contracts, deeds, bonds, agreements, arrangements and other instruments as stated above to be formally taken on record/ recognized by the Appropriate Authorities.

7.2 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.

7.3 On and from the Effective Date, and thereafter, Resulting Company shall be entitled to enforce all pending contracts and transactions and issue credit notes on behalf of the Demerged Company, in relation to or in connection with the Demerged Undertaking, in the name of Resulting Company in so far as it may be necessary until the transfer of rights and obligations of the Demerged Undertaking to Resulting Company under this Scheme have been given effect to under such contracts and transactions.

7.4 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.

7.5 In an event where any existing guarantees existing as on Effective Date and pertaining to the Demerged Undertaking are not transferrable for any reasons, the Demerged Company shall furnish the same on behalf of the Resulting Company by entering into applicable agreements/ deeds as per the Applicable Law. In such cases, the Resulting Company, if required shall indemnify the Demerged Company for any risks or loss or reward associated with such guarantee furnished on behalf of the Resulting Company.

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7.6 Without prejudice to the aforesaid, it is clarified that if any contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the Demerged Undertaking which the Demerged Company owns or to which the Demerged Company is a party, cannot be transferred to the Resulting Companies for any reason whatsoever, both the Demerged Company and Resulting Company to enter into such understanding for the Demerged Company to hold such assets, contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of the Resulting Companies, in so far as it is permissible so to do, till such time as the transfer is effected.

7.7 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 which the Demerged Company owns or to which the Demerged Company is a party to, cannot be transferred to the Resulting Company for any reason whatsoever:

(a) 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, insofar as it is permissible so to do, till such time as their transfer is effected;

(b) the Demerged Company and Resulting Company shall, however, between themselves, treat each other as if that all contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the Demerged Undertaking had been transferred to the Resulting Company on the Effective Date; and

(c) the Resulting Company shall perform or assist the Demerged Company in performing all of the obligations under those contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature, to be discharged after the Effective Date.

8. Permits

8.1. With effect from the Appointed Date, all Permits (including that granted by Department of Scientific and Industrial Research ('DSIR') authorities relating to Demerged Undertaking, more particularly set-out in **Schedule II**), 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.

8.2. It is clarified that, upon the Effective Date and until the Permits 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 Undertaking under the Demerged Company and under the relevant license and/or permissions and/or approval, as the case may be, and the Resulting Company shall keep of record and or account of such transactions.

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9. Employees

9.1 Upon coming into effect of this Scheme:

(a) 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 employee of the Demerged Company in relation to the Transferred Employees.

(b) 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.

(c) 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(a) 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.

(d) 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. 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 re-issue 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.

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(e) 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.

(f) 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. Employee Stock Option Scheme

10.1 Upon the Scheme becoming effective, the Resulting Company shall formulate new special purpose employee stock option scheme by adopting the Employee Stock Option Plans of the Demerged Company ("**ESOPs**"), as modified in accordance with the variations mentioned in this clause.

10.2 With respect to the Options granted by the Demerged Company to the eligible employees of the Demerged Company (irrespective of whether they continue to be employees of the Demerged Company or become employees of the Resulting Company pursuant to this Scheme) under the ESOP Plans; and upon the Scheme becoming effective, the said eligible employees shall be issued 1 (one) stock option by the Resulting Company under the new special purpose employee stock option scheme for every 1 (one) ESOP outstanding as on the Effective Date in the Demerged Company, on terms and conditions similar to the ESOPs.

10.3 The Options granted by the Demerged Company under the ESOPs would continue to be held by the eligible employees irrespective of whether they continue to be employees of the Demerged Company or become employees of the Resulting Company. Upon the Scheme becoming effective, the Demerged Company shall, if required, take necessary steps to modify the ESOPs in a manner considered appropriate and in accordance with the Applicable Laws, in order to enable the continuance of the same in the hands of the eligible employees who become employees of the Resulting Company, subject to the approval of the Stock Exchanges and the relevant regulatory authorities, if any under Applicable Laws.

10.4 The Demerged Company shall undertake applicable procedure for making a fair and reasonable adjustment to the exercise price as mentioned in Clause 10.3.

10.5 While granting stock options, the Resulting Company shall take into account the period during which the employees held Options granted by the Demerged Company prior to the issuance of the stock options by the Resulting Company, for determining of minimum vesting period required for stock options granted by the Resulting Company, subject to Applicable Laws.

10.6 Approval granted to the Scheme by the shareholders of the Demerged Company and the Resulting Company shall also be deemed to be approval granted to any modifications made to the ESOP scheme of the Demerged Company and approval granted to the new employee stock option scheme to be adopted by the Resulting Company, respectively.

11. Legal Proceedings

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11.1 Upon coming into effect of this Scheme, all suits, actions, administrative proceedings, tribunals proceedings, show cause cases, demands and legal proceedings of whatsoever nature (except tax proceedings) by or against the Demerged Company pending and/or arising on or before the Appointed Date or which may be instituted any time thereafter and in each case relating to the Demerged Undertaking shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and be enforced by or against the Resulting Company with effect from the Appointed Date in the same manner and to the same extent as would or might have been continued and enforced by or against the Demerged Company. Except, as otherwise provided herein, the Demerged Company shall in no event be responsible or liable in relation to any such legal or other proceedings that stand transferred to the Resulting Company. The Resulting Company shall be replaced/added as party to such proceedings and shall prosecute or defend such proceedings at its own cost, in cooperation with the Demerged Company and the liability of the Demerged Company shall consequently stand nullified. It is clarified that except as otherwise provided herein, the Demerged Company shall in no event be responsible or liable in relation to any proceedings relating to the Demerged Undertaking that stand transferred to the Resulting Company.

11.2 If any proceedings are taken or demand is made by the relevant governmental authorities against the Demerged Company in respect of matters referred in Clause 11.1 above (except tax proceedings), it shall defend the same or deal with such demand in accordance with the advice of the Resulting Company and at the cost of the Resulting Company and the latter shall reimburse and indemnify the Demerged Company against all liabilities and obligations incurred by or against the Demerged Company in respect thereof.

11.3 The Resulting Company undertakes to have all legal or other proceedings (except tax proceedings) initiated by or against the Demerged Company referred to in Clause 11.1 above transferred to its name as soon as is reasonably practicable after the Effective Date and to have the same continued, prosecuted and enforced by or against the Resulting Company to the exclusion of the Demerged Company on priority. Both Parties shall make relevant applications and take steps as may be required in this regard.

12. Saving of Concluded Transactions

Subject to the terms of the Scheme, the transfer and vesting of the Demerged Undertaking and continuance of proceedings by or against the Resulting Company, as provided herein, shall not affect any transactions or proceedings already concluded by the Demerged Company before the Effective Date, to the end and intent that the Resulting Company accepts and adopts all acts, deeds and things done and executed by and/or on behalf of the Demerged Company in relation to the Demerged Undertaking as acts, deeds and things done and executed by and on behalf of the Resulting Company.

13. Treatment of Taxes

13.1 Any surplus or liability or refund of tax paid or any tax credit entitlements under, value added tax, GST and CENVAT and input tax credit (that remain unutilized) in relation to the operation and activities of the Demerged Undertaking as on the Appointed Date shall be transferred to the Resulting Company as per the provisions of the relevant Tax Laws, even if the prescribed time limits for claiming such refunds or credits have lapsed. The Resulting Company shall obtain new IEC and state-wise GST registration so that GST input tax credit can be transferred by way of Form ITC-02.

13.2 All surplus or liability or refund under Tax Laws (other than those mentioned in Clause 13.1 above) pertaining to the period prior to the Appointed Date shall remain vested with the Demerged Company.

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13.3 Upon the Scheme becoming effective, the Resulting Company shall be entitled to claim: (a) deduction with respect to items such as provisions, expenses etc. in relation to the Demerged Undertaking disallowed in earlier years in the hands of the Demerged Company, which may be allowable in accordance with provisions of Information Technology Act, 2000 on or after the Appointed Date; and (b) unabsorbed business and depreciation losses (if any) as per the return of income filled by the Demerged Company.

13.4 Any Tax incentives, subsidies, exemptions, special status, tax benefits (including but not limited to export incentives, Merchandise Exports from India Scheme (MEIS) scripts, SEIS scheme etc credits/incentives in respect of income tax, value added tax, GST, turnover tax, excise duty, service tax, Foreign Trade Policy (as amended from time to time) etc.), duty drawbacks, Remission of Duties and Taxes on Export Products (RODTEP) and other benefits, credits, exemptions or privileges enjoyed, granted by a governmental authority or availed of by the Demerged Company shall, without any further act or deed, in so far as they relate to or are available for the operation and activities of the Demerged Undertaking on or after the Appointed Date, vest with and be available to the Resulting 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 Demerged Company.

13.5 Subject to Applicable Law, all permissions, approvals, consents, sanctions, remissions, special reservations, service-tax exemptions, export promotion of capital goods license, duty credit scrips and other licenses obtained under foreign trade policy, incentives, concessions and other authorizations of the Demerged Company in connection with the Demerged Undertaking shall stand transferred by the order of the Tribunal to the Resulting Company. The Resulting Company shall file the relevant intimations, for the record of the statutory authorities who shall take them on file, pursuant to the vesting orders of the sanctioning Tribunal.

13.6 Each of the Demerged Company and the Resulting Company shall be entitled to, amongst others, file/ revise its income-tax returns, TDS certificates, TDS / TCS returns, GST returns, wealth tax returns, service tax, excise, GST, VAT, entry tax, cess, professional tax and other statutory returns, if required, claim credit for tax deducted at source and other taxes under respective statutes, even if the prescribed time limits for filing or revising such returns have lapsed without incurring any liability on the Demerged Company or Resulting Company.

13.7 The Resulting Company shall be entitled to get credit/claim refund regarding any tax paid (including but not limited to unutilized GST input tax credit) and/or tax deduction at source certificates, pertaining to Demerged Undertaking, on or after the Appointed Date paid by the Demerged Company, notwithstanding that challans or records or any transfer of tax credits may be in the name of the Demerged Company

13.8 All the Tax payments/compliances (including, but without limitation to income tax, service tax, excise duty, GST, applicable state value added tax, etc.) whether by way of tax deducted at source, advance tax, all earnest monies, security deposits provisional payments, payment under protest, or otherwise howsoever, by the Demerged Company pertaining to the Demerged Undertaking after the Appointed Date, shall be deemed to be paid by the Resulting Company and shall, in all proceedings, be dealt with accordingly.

13.9 Further, any tax deducted at source, advance tax paid by the Demerged Company pertaining to the Demerged Undertaking on transactions with the Resulting Company, if any (from Appointed Date to Effective Date) shall be deemed to be advance tax paid or tax deposited by the Resulting Company and shall, in all proceedings, be dealt with accordingly in the hands of the Resulting Company (including but not limited to grant of such tax deposited as credit against total tax payable by the Resulting Company while filing consolidated return of income on or after Appointed Date).

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13.10 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 Global Services Business, to the extent statutorily available, shall be claimed by the Resulting Company.

13.11 The Board of the Demerged Company shall be empowered to determine if any specific tax liability or any tax proceeding relates to the Demerged Undertaking and whether the same would be transferred to the Resulting Company.

14. Dividends

14.1 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.

14.2 Upon the Scheme becoming effective, on and from the Appointed Date, the profits of the Demerged Undertaking shall belong to and be the profits of the Resulting Company and will be available to Resulting Company for being disposed of in any manner as it thinks fit.

14.3 It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any equity shareholder of Demerged Company and/or Resulting Company to demand or claim any dividends which, subject to the provisions of the said Act, shall be entirely at the discretion of the Board of Demerged Company and Resulting Company respectively, subject to such approval of the shareholders, as may be required.

15. Validity of Existing Resolutions

Upon the coming into effect of the Scheme, the resolutions, if any, of the Demerged Company relating to the Demerged Undertaking, 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, and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, such limits shall be added to the limits, if any, under like resolutions passed by the Resulting Company, and shall constitute the aggregate of the said limits in the Resulting Company.

16. Consideration

16.1 Upon this Scheme becoming effective and in consideration of vesting of the Demerged Undertaking from the Demerged Company to the Resulting Company in terms of this Scheme, the Resulting Company shall, without any further application, act, instrument or deed and without any payment by the shareholders, issue and allot equity shares, credited as fully paid-up, to the shareholders of the Demerged Company, holding fully paid up equity shares in the Resulting Company and whose names appear in the register of members (including register and index of beneficial owners maintained by a depository under Section 11 of the Depositories Act, 1996) of the Resulting Company on the Record Date or to such of their respective heirs, executors, administrators or other legal representative or other successors in title as on the Record Date in the following manner/ratio:

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"*1 (one) fully paid up equity share of Rs. 2/- (Rupees Two only) each of the Resulting Company shall be issued and allotted for every 1 (one) fully paid up equity shares of Rs. 2/- (Rupees Two only) each held in the Demerged Company*" ("**Share Entitlement Ratio**").

The shares issued by the Resulting Company pursuant to this Clause 16 are referred to as "**Resulting Company Equity Shares**".

16.2 SSPA & Co Chartered Accountants (IBBI Registration No. IBBI/RV/06/2018/10092), Registered Valuer, have issued the report on the aforesaid share entitlement ratio adopted under the Scheme. RBSA Capital Advisors LLP, a Category-I Merchant Banker, has provided its fairness opinion on the aforesaid share entitlement ratio. The aforesaid report on share entitlement ratio and fairness opinion have been duly considered by the Boards of the Demerged Company and the Resulting Company.

16.3 The Resulting Company Equity Share shall be fully paid-up and free of all liens, charges and Encumbrances, and shall be freely transferable in accordance with the articles of association of the Resulting Company.

16.4 The fractional entitlements, if any, shall be aggregated and held by the trust, nominated by the Board of the Resulting Company in that behalf, who shall sell such shares in the market at such price, within a period of 90 (ninety) days from the date of allotment of shares, as per the Scheme and on such sale, shall pay to the Resulting Company, the net sale proceeds (after deduction of applicable taxes and other expenses incurred), whereupon the Resulting Company shall, subject to withholding tax, if any, distribute such sale proceeds to the concerned shareholders of Demerged Company in proportion to their respective fractional entitlements so sold by the trustee.

16.5 The Resulting Company Equity Share issued to the members of the Demerged Company by the Resulting Company pursuant to this Clause 16 shall be issued in dematerialized form by the Resulting Company, unless otherwise notified in writing by the shareholders of the Demerged Company to the Resulting Company on or before such date as may be determined by the board of directors of the Demerged Company or a committee thereof. In the event that such notice has not been received by the Resulting Company in respect of any of the members of the Demerged Company, the Resulting Company Equity Shares shall be issued to such members in dematerialised form provided that the members of the Demerged Company shall be required to have an account with a depositary participant and shall be required to provide details thereof and such other confirmations as may be required. It is only thereupon that the Resulting Company shall issue and directly credit the dematerialized Resulting Company Equity Shares to the account of such member. In the event the Resulting Company has received notice from any member that shares are to be issued in physical form or if any member has not provided the requisite details relating to his/her/its account with a depositary participant or other confirmations as may be required, then the Resulting Company shall issue Resulting Company Equity Shares in physical form to such member. Notwithstanding the above, if as per Applicable Laws, the Resulting Company is not permitted to issue and allot the new equity shares in physical form and it has still not received the demat account details of such shareholders of the Demerged Company, the Resulting Company shall issue and allot such shares in lieu of the new equity share entitlement of such shareholders, into a demat suspense account, which shall be operated by one of the directors of the Resulting Company, duly authorised in this regard, who shall upon receipt of appropriate evidence from such shareholders regarding their entitlements, will transfer from such demat suspense account into the individual demat account of such claimant shareholders, such number of shares as may be required in terms of this Scheme.

16.6 The shares to be issued by the Resulting Company pursuant to this Clause 16 in respect of such of the equity shares of the Demerged Company which are held in abeyance under Section 126 of Companies Act shall, pending allotment or settlement of dispute by order of Court or otherwise, also be kept in abeyance by the Resulting Company. In the event of any dispute in relation to the ownership of any equity shares of the Demerged Company, Resulting Company Equity Shares shall be issued and allotted in respect of such shares (pursuant to this Clause 16), which shares (together with any fractional entitlements) shall be held in trust for and on behalf of the holder of the equity shares of the Demerged Company by the Resulting Company, pending settlement of dispute by order of court or otherwise.

16.7 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Demerged Company, the board of directors of the Demerged Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer in the Demerged Company 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 share in the Resulting Company and in relation to the Resulting Company Equity Shares issued by the Resulting Company after the effectiveness of the Scheme under this Clause 16. The board of directors of the Demerged Company shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new members in the Resulting Company on account of difficulties faced in the transaction period.

16.8 The Resulting Company Equity Shares issued and allotted by the Resulting Company in terms of this Scheme shall be subject to the provisions of the memorandum and articles of association of the Resulting Company and shall rank *pari passu* inter-se in all respects including dividends declared, voting and other rights.

16.9 Upon the Scheme becoming effective, the share capital of the Resulting Company shall stand suitably reorganized and increased for the issuance of the Resulting Company Equity Shares in accordance with this Clause 16. The issue and allotment of shares of Resulting Company in terms of this Scheme shall be deemed to have been carried out as if the procedure laid down under Section 62 of the Act and any other applicable provisions of the Act have been complied with. It is clarified that the approval of the members of the Resulting Company to this Scheme, shall be deemed to be their consent/approval for the issue and allotment of the Resulting Company Equity Shares under applicable provisions of the Act.

16.10 The Resulting Company shall apply for listing of its equity shares on the Stock Exchanges in terms of and in compliance of SEBI Circulars and other relevant provisions as may be applicable. The Resulting Company Equity Share allotted by the Resulting Company in terms of Clause 16.1 above, pursuant to this Scheme, shall remain frozen in the depository until listing/trading permission is given by Stock Exchanges to Resulting Company. Further, there shall be no change in the shareholding pattern of or control in the Resulting Company between the Record Date and the listing of the shares.

16.11 Approval of this Scheme by the equity shareholders of Resulting Company shall be deemed to be the due compliance of the provisions of Section 13, Section 14, Section 42, Section 62 and other relevant and applicable provisions of the Act and rules made thereunder for the issue and allotment of the equity shares by Resulting Company to the equity shareholders of Demerged Company as on the Record Date, as provided in this Scheme.

16.12 The Resulting Company Equity Shares to be issued by the Resulting Company in respect of the shares of the Demerged Com party held in the Investor Education and Protection Fund shall be credited to the Investor Education and Protection Fund.

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16.13 In the event the Demerged Company restructures its share capital by way of share split or consolidation or any other corporate action before the Record Date, the share entitlement ratio set out in Clause 16.1 shall be suitably adjusted considering the effect of such corporate action without requirement of any further approval from shareholders or Appropriate Authority.

17. Accounting by the Demerged Company and the Resulting Company

17.1 Accounting treatment in the books of the Demerged Company:

Notwithstanding anything to the contrary contained herein, the Demerged Company shall give effect to the demerger in its books of account in accordance with applicable accounting principles as prescribed under the Companies (Indian Accounting Standards) Rules, 2015 ("Ind AS") as notified under Section 133 of the Act and relevant clarifications issued by the Institute of Chartered Accountants of India on the date determined under Ind AS, as follows:

- The Demerged company shall derecognise from its books of accounts, the carrying amount of assets and liabilities pertaining to the demerged undertaking transferred to and vested in the Resulting company.
- The excess of the carrying amount of assets transferred over the carrying amount of liabilities transferred shall be debited to reserves within equity.
- The Demerged Company's investment in the Resulting Company, cancelled pursuant to Clause 21 of this Scheme will be adjusted in the reserves of the Demerged Company.

17.2 In the books of the Resulting Company

Notwithstanding anything to the contrary contained herein, the Transferee Company shall give effect to the demerger in its books of account by applying the principles of Appendix C to Ind AS 103, *Business Combinations* and other applicable accounting principles as prescribed under the Companies (Indian Accounting Standards) Rules, 2015 ("Ind AS") as notified under Section 133 of the Act and relevant clarifications issued by the Institute of Chartered Accountants of India on the date determined in accordance with Ind AS, as follows:

- resulting company shall recognise the assets and liabilities of the demerged undertaking vested in it pursuant to this Scheme, at their respective carrying amounts as appearing in the books of the demerged company.
- The difference, if any, between the carrying amount of the net assets of the demerged undertaking acquired and the consideration issued to the shareholders of the demerged company shall be adjusted to capital reserve.
- The financial statements of the resulting company shall be restated as per the requirements of Appendix C of Ind AS 103.
- The Resulting Company's capital reduction pursuant to Clause 21 of this Scheme will be transferred to the capital reserve.

18. Remaining Undertaking

18.1 The Remaining Undertaking and all the assets, properties, rights, liabilities and obligations pertaining thereto shall continue to belong to and remain vested in and be managed by the

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Demerged Company and the Resulting Company shall have no right, claim or obligation in relation to the Remaining Undertaking

18.2 All legal, taxation and / 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 relating to the period prior to or after the Appointed Date and whether pending on the Appointed Date or which may be instituted at any time thereafter, whether or not in respect of any matter arising before the Effective Date 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 and any income tax related liabilities) shall be continued and enforced by or against the Demerged Company even after the Effective Date.

18.3 If proceedings are taken against the Resulting Company in respect of matters referred to in Clause 18.2 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.

18.4 Up to and including the Effective Date:

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

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

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

19. Conduct of the business of the Demerged Undertaking

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

19.1 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.

19.2 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.

19.3 With effect from the Appointed Date, all profits or income arising or accruing to the Demerged Company with respect to the Demerged Undertaking and all taxes paid thereon (including but not limited to advance tax, tax deducted at source, securities transaction tax, taxes withheld/ paid in a foreign country, etc.) or losses arising or incurred by the

Demerged Company with respect to the Demerged Undertaking shall, for all purposes, be treated as and deemed to be the profits or income, taxes or losses, of the Resulting Company.

19.4 All loans raised and all liabilities and obligations incurred by the Demerged Company with respect to the Demerged Undertaking after the Appointed Date and prior to the Effective Date, shall, subject to the terms of this Scheme, be deemed to have been raised, used or incurred for and on behalf of the Resulting Company and to the extent they are outstanding on the Effective Date, shall also, without any further act or deed be and be deemed to become the debts, liabilities, duties and obligations of the Resulting Company.

19.5 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.

19.6 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.

PART – IV

20. Authorised Share Capital

20.1 Upon the Scheme being effective, and immediately prior to issuance of Resulting Company Equity Shares under Clause 16 above, the Authorised Capital of the Resulting Company shall stand increased and the existing capital clause contained in the Memorandum of Association of the Resulting Company shall, upon coming into effect of this Scheme, be altered and substituted pursuant to Sections 13 and 61 of the Act and other applicable provisions of the Act as follows:

"The Authorised Share Capital of the Company is Rs. 150,00,00,000 (Rupees one hundred and fifty crores) divided into 75,00,00,000 (Rupees seventy five crores) Equity Shares of Rs. 2 (Rupees two) each with a power to increase and reduce the capital of the Company or to divide the shares in the capital for the time being into several classes and to attach thereto respectively any preferential, deferred, qualified or special rights, privileges or condition as may be determined by or in accordance with the Articles of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be for the time being provided by the Articles of the Company and the legislative provisions for the time being in force."

20.2 It is clarified that the approval of the members of the Resulting Company to the Scheme shall be deemed to be their consent/ approval also to the alteration of the memorandum and articles of association of the Resulting Company as required under Sections 13, 14, 61 and 64 of the Act and other applicable provisions of the Act and the Companies Act 1956.

21. Cancellation

22. Simultaneously with the increase in authorized capital of the Resulting Company in accordance with Clause 20 of this Scheme, all equity shares of the Resulting Company held by the Demerged Company (directly and/ or through nominees) shall stand cancelled without any further application, act or deed. It is clarified that no new shares shall be issued or payment made in cash or in kind whatsoever by the Resulting Company to the Demerged Company in lieu of such shares of the Resulting Company. For avoidance of

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doubt, it is clarified that the reduction in the share capital of the Resulting Company, pursuant to such cancellation shall be effected as an integral part of this Scheme and Section 66 of the Act shall not apply to the Resulting Company to effectuate such reduction of capital.

PART –V GENERAL PROVISIONS

23. Modification of Scheme

23.1 The shareholders of the Demerged Company and Resulting Company empower their respective board of directors or any committee thereof or any director authorized in that behalf (hereinafter referred to as the "**Delegate**") to make, from time to time, any modifications or amendments or additions to this Scheme which the Tribunal(s) or any authorities under law may deem fit to approve of or impose and which the Demerged Company and Resulting Company may in their discretion accept such modifications or amendments or additions as the Demerged Company and Resulting Company or as the case may be, their respective Delegate may deem fit, or required for the purpose of resolving any doubts or difficulties that may arise for carrying out this Scheme, and the Demerged Company and Resulting Company by their respective boards of directors or Delegate are hereby authorized to do, perform and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect, or review the position relating to the satisfaction of the conditions of this Scheme and if necessary, waive any of such conditions (to the extent permissible under law) for bringing this Scheme into effect. In the event that any conditions may be imposed by the Tribunal or any authorities, which the Demerged Company or any of the Resulting Company find unacceptable for any reason, then Demerged Company and the Resulting Company shall be at liberty to withdraw the Scheme. The aforesaid powers of the Demerged Company and the Resulting Company may be exercised by the Delegate of the respective Companies.

23.2 For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the Delegates (acting jointly) of the Demerged Company and the Resulting Companies may give such directions 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 conditions (to the extent permissible under law).

24. Immediately upon the Scheme being effective, the Demerged Company and the Resulting Company shall enter into necessary arrangements, shared services agreements, as may be necessary, inter alia in relation to use by the Resulting Company of office space, employee/ staff, tax, audit, finance, secretarial, human resource service, legal, administrative and other services, etc. of the Demerged Company, and so as to give full effect to the provisions of this Scheme, each, on such terms and conditions that may be agreed between the Demerged Company and Resulting Company and on payment of consideration on an arm's length basis and which are in the ordinary course of business.

25. The Board of the Demerged Company and the Board of the Resulting Company may assent to any modifications or amendment to the Scheme or agree to any terms and/or conditions which the Appropriate Authorities under law may deem fit to direct or impose or which may otherwise be considered necessary or desirable for setting any question or doubt or difficulty

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that may arise for implementing and/or carrying out the Scheme and do all acts, deeds and things as may be necessary, desirable or expedient for putting the Scheme into effect.

26. The Resulting Company and the Demerged Company, with the approval of their respective Board, shall be entitled to issue bonus shares, rights issue, reclassify, consolidate, sub-divide and/or split their shares subject to requirements pursuant to commitments, obligations or arrangements existing prior to the Scheme coming into effect.

26.1 The Demerged Company and the Resulting Company acting through their respective Boards shall each be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any Appropriate Authority/person is unacceptable to any of them.

27. Application to NCLT Mumbai

27.1 Demerged Company shall dispatch, make and file all necessary applications and petitions to Tribunal for sanctioning this Scheme under Sections 230 to 232 and other applicable provisions of the Act, for sanction of the Scheme under the provisions of Applicable Law and obtain such other approvals, as required by law.

27.2 Demerged Company shall be entitled, pending the effectiveness of the Scheme, to apply to any Appropriate Authority, if required, under any Applicable Law for such consents and approvals, which the Demerged Company may require to effect the transactions contemplated under the Scheme to carry out the Scheme.

28. Conditionality of the Scheme

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

(a) the Scheme being approved by the respective requisite majorities of the various classes of shareholders and/ or creditors (wherever applicable) of Demerged Company as required under the Act or as may be directed by the Tribunal;

(b) the Scheme being sanctioned by the Tribunal in terms of Sections 230 to Section 232 and other relevant provisions of the Act;

(c) the certified copies of the sanction order(s) of the Tribunal approving this Scheme being filed with the jurisdictional Registrar of Companies; and

(d) such other approvals and sanctions including sanction of any Appropriate Authority as may be required by law or contract in respect of the Scheme;

28.2 Each part in Section of the Scheme shall be given effect to as per the chronology in which it has been provided for in the Scheme. However, failure of any one part of one Section for lack of necessary approval from the shareholders / creditors / statutory regulatory authorities shall not result in the whole Scheme failing. It shall be open to the concerned Board to consent to severing such part(s) of the Scheme and implement the rest of the Scheme as approved by the Tribunal with such modification.

29. Resolutions

29.1 Upon the coming into effect of the Scheme, the resolutions, if any, of the Demerged Company relating to any powers to borrow, make investments, give loans, give guarantees, etc. approved

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under the provisions of the Act or any other applicable statutory provisions, 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 and the amounts under such resolutions shall be added to the amounts under like resolutions passed by the Resulting Company or shall become the amounts available to the Resulting Company as if the resolutions were passed by the Resulting Company.

29.2 It is clarified that the consent of the members of the Demerged Company to the Scheme shall be deemed to be sufficient for the purposes of effecting the transactions contemplated under the Scheme, and no further resolution under any other applicable provisions of the Act, including Section 188 of the Act, would be required to be separately passed.

30. Removal of Difficulties

30.1 Demerged Company and Resulting Company through mutual consent and acting through their respective Boards, jointly and as mutually agreed in writing may:

(a) give such directions (acting jointly) and agree to take steps, as may be necessary, desirable or proper, to resolve all doubts, difficulties or questions arising under this Scheme, whether by reason of any orders of Tribunal or of any directive or orders of any Appropriate Authority, under or by virtue of this Scheme in relation to the arrangement contemplated in this Scheme and/ or matters concerning or connected therewith or in regard to and of the meaning or interpretation of this Scheme or implementation thereof or in any manner whatsoever connected therewith, 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 Applicable Law; and

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

30.2 In case of any question that may arise as to whether a specific asset or liability or employee pertains or does not pertain to the Demerged Undertaking or whether it arises out of the activities or operations of the Demerged Undertaking, the same shall be decided by a mutual agreement between the Board (or any committee constituted by the Board to deal with the matters in relation to the Scheme) of the Demerged Company and Resulting Company.

31. Residual Provisions

31.1 Upon this Scheme becoming effective, the accounts of the Demerged Company and Resulting Company, as on the Appointed Date shall be reconstructed in accordance with the terms of this Scheme.

32. Wrong Pocket Assets

32.1 If any part of Demerged Undertaking is not transferred to the Resulting Company on the Effective Date pursuant to the Scheme, Demerged Company shall take such actions as may be reasonably required to ensure that such part of the Demerged Undertaking is transferred to

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Resulting Company promptly and for no further consideration. Demerged Company shall bear all costs and expenses as may be incurred, for giving effect to this Clause.

32.2 If Demerged Company realizes any amounts after the Effective Date that form part of the Demerged Undertaking it shall immediately make payment of such amounts to Resulting Company. It is clarified that all receivables relating to the Demerged Undertaking, for the period prior to the Effective Date, but received after the Effective Date, relate to the Demerged Undertaking shall be paid to Resulting Company for no additional consideration. If Resulting Company realizes any amounts after the Effective Date that pertains to the ONB and Digital Business of Demerged Company, Resulting Company shall immediately pay such amounts to Demerged Company.

33. Severability

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

33.2 Subject to Clause 33.1 above, if any part of this Scheme is found to be unworkable or unenforceable for any reason whatsoever, the same shall not, subject to the decision of the Boards of the Demerged Company, affect the validity or implementation of the other parts and/ or provisions of this Scheme.

34. Costs, Charges & Expenses

34.1 Subject to the provisions of this Scheme, Demerged Company shall bear all costs, charges, expenses, stamp duty, registration charges and other transfer charges in relation to or in connection with or incidental to the Scheme.

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SCHEDULE I

Disclosures as per SEBI Scheme Debt Circular in relation to the Non-Convertible Debentures of the Demerged Company

A. Secured, listed, non-cumulative, redeemable non-convertible debentures issued and allotted on private placement basis with Life Insurance Corporation of India

S. No.	Heads	Description
1.	ISIN Code	INE089CO7109
2.	Total Holding	2900
3.	Face value	Rs 10,00,000
4.	Dividend / Coupon	8.25% p.a. payable from March 24, 2022 to March 25, 2031
5.	Credit Rating	CRISIL AA/ Stable
6.	Tenure / Maturity	10 years from March 25, 2021 to March 25, 2031
7.	Type of Security	Secured debentures
8.	Security	Hypothecation of certain movable fixed assets of the Demerged Company, which are not forming part of the Demerged Undertaking.
9.	Redemption	As per the terms of the Debenture Trust Deed dated 18 March, 2021 (**"DTD 1"**): (i) Demerged Company shall pay to the debenture holders, the Debt[1] on the relevant Redemption Date[2]. The redemption will be such that the Debenture Holders shall have received the Redemption Amount[3].

[1] **Debt** means the aggregate of the Nominal Value, the Coupon, the Default Interest, costs, charges, expenses and all present and future moneys, debts and liabilities due, owing or incurred from time to time to any Finance Party under or in connection with the Debentures, this Deed or any other Transaction Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise) (*capitalised terms defined under DTD 1*).

[2] **Redemption Date** means all or anyone of the following: (a) 25% i.e., Rs 2,50,000 per debenture at the end of 7th year from the Deemed Date of Allotment (*term defined under DTD 1*).i.e., on March 24, 2028; (b) 25% i.e., Rs 2,50,000 per debenture at the end of 8th year from the Deemed Date of Allotment i.e., on March 24, 2029; (c) 25% i.e., Rs 2,50,000 per debenture at the end of 9th year from the Deemed Date of Allotment i.e., on March 24, 2030; (d) 25% i.e., Rs 2,50,000 per debenture at the end of 10th year from the Deemed Date of Allotment i.e., on March 24, 2031.

[3] **Redemption Amount** means, in respect of a debenture, the sum of the Nominal Value, the accrued Coupon, Default Interest (if any), and any other Outstanding Amounts, payable on each Redemption Date (*capitalised terms defined under DTD 1*).means all or anyone of the following: (a) 25% i.e., Rs 2,50,000 per debenture at the end of 7th year from the Deemed Date of Allotment (*term defined under DTD 1*).i.e., on March 24, 2028; (b) 25% i.e., Rs 2,50,000 per debenture at the end of 8th year from the Deemed Date of Allotment i.e., on March 24, 2029; (c) 25% i.e., Rs 2,50,000 per debenture at the end of 9th year from the Deemed Date of Allotment i.e., on March 24, 2030; (d) 25% i.e., Rs 2,50,000 per debenture at the end of 10th year from the Deemed Date of Allotment i.e., on March 24, 2031.

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S. No.	Heads	Description
		(ii) Redemption of all or any of the debentures by the Demerged Company will be in accordance with the terms of DTD 1.
10.	Safeguards for the protection of holders of NCDs	As per the report adopted by the board of directors of Demerged Company held on May 17, 2023: The Non-Convertible Debentures ("**NCDs**") of Demerged Company are not being transferred to the Resulting Company. The NCD holder shall continue to hold the same number of NCDs in the Demerged Company on the same terms and conditions (including the coupon rate, tenure, redemption price, quantum, and nature of security, ISIN) as before implementation of Demerger. Further there is no impact on the security cover of these NCDs. 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.
11.	Exit offer to the dissenting holders of NCDs	As per the report adopted by the board of directors of Demerged Company held on May 17, 2023: Since the Scheme is between the holding company and its wholly owned subsidiary, the holders of NCDs of the Demerged Company shall continue to hold the NCDs on the same terms and conditions, no exit offer is required.
12.	Other embedded features	Put option
13.	Other terms of instruments	As per terms of DTD 1.
14.	Latest audited financials along with notes to accounts and any audit qualifications.	https://stl.tech/investor/
15.	An auditors' certificate certifying the payment/ repayment capability of the resultant entity.	https://stl.tech/investor/
16.	Fairness report	https://stl.tech/investor/
17.	Any other information/details pertinent for holders of NCDs	NA

B. Secured, listed, redeemable non-convertible debentures issued and allotted on private placement basis with Axis Bank Limited ("**Axis**")

S. No.	Heads	Description
1.	ISIN Code	INE089C07117
2.	Total Holding	1500

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S. No.	Heads	Description
3.	Face value	Rs 10,00,000
4.	Dividend / Coupon	7.30% p.a. payable annually from March 31, 2022 to March 29, 2024
5.	Credit Rating	CRISIL AA
6.	Tenure / Maturity	2 years from March 31, 2022 to March 29, 2024
7.	Type of Security	Secured debentures
8.	Security	Mortgage over land and building situated at Shendra Five Star M.I.D.C. at Shendraban, Aurangabad, Maharashtra (which do not form part of the Demerged Undertaking).
9.	Redemption	As per the terms of the Debenture Trust Deed dated 28 June, 2021 ("**DTD 2**"): (i) Demerged Company shall pay to the debenture holders, the Debt[4] on the relevant Redemption Date[5]. The redemption will be such that the Debenture Holders shall have received the Redemption Amount[6]. (ii) Redemption of all or any of the debentures by the Demerged Company will be in accordance with the terms of DTD 2
10.	Safeguards for the protection of holders of NCDs	As per the report adopted by the board of directors of Demerged Company held on May 17, 2023: The NCDs of Demerged Company are not being transferred to the Resulting Company. The NCD holder shall continue to hold the same number of NCDs in the Demerged Company on the same terms and conditions (including the coupon rate, tenure, redemption price, quantum, and nature of security, ISIN) as before implementation of Demerger. Further there is no impact on the security cover of these NCDs. 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

4 **Debt** means the aggregate of the Nominal Value, the Coupon, the Default Interest, costs, charges, expenses and all present and future moneys, debts and liabilities due, owing or incurred from time to time to any Finance Party under or in connection with the Debentures, this Deed or any other Transaction Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise) (*capitalised terms defined under DTD 2*).

5 **Redemption Date** means March 29, 2024.

6 **Redemption Amount** means, in respect of a Debenture, the sum of the Nominal Value, the accrued Coupon, Default Interest (if any), and any other Outstanding Amounts, payable on each Redemption Date, as applicable (*capitalised terms defined under DTD 2*).

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S. No.	Heads	Description
		NCDs.
11.	Exit offer to the dissenting holders of NCDs	As per the report adopted by the board of directors of Demerged Company held on May 17, 2023: Since the Scheme is between the holding company and its wholly owned subsidiary, the holders of NCDs of the Demerged Company shall continue to hold the NCDs on the same terms and conditions, no exit offer is required.
12.	Other embedded features	As per terms of DTD 2.
13.	Other terms of instruments	As per terms of DTD 2.
14.	Latest audited financials along with notes to accounts and any audit qualifications.	https://stl.tech/investor/
15.	An auditors' certificate certifying the payment/ repayment capability of the resultant entity.	https://stl.tech/investor/
16.	Fairness report	https://stl.tech/investor/
17.	Any other information/details pertinent for holders of NCDs	As per terms of DTD 2.

C. Secured, listed, redeemable non-convertible debentures issued and allotted on private placement basis with State Bank of India ("**SBI**")

S. No.	Heads	Description
1.	ISIN Code	INE089C07125
2.	Total Holding	10,000
3.	Face value	Rs 10,00,000
4.	Dividend / Coupon	9.10% p.a. payable annually from February 21, 2024 to February 20, 2026
5.	Credit Rating	CRISIL AA/ Negative
6.	Tenure / Maturity	2 years from February 21, 2024 to February 20, 2026
7.	Type of Security	Secured debentures
8.	Security	Hypothecation over moveable assets (including assets forming part of the Demerged Undertaking) and mortgage over the property at Silvassa (which is not part of the Demerged Undertaking).
9.	Redemption	As per the terms of the Debenture Trust Deed dated February 17, 2023 ("**DTD 3**"):

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S. No.	Heads	Description
		(i) Demerged Company shall pay to the debenture holders, the Debt[7] on the relevant Redemption Date[8]. The redemption will be such that the Debenture Holders shall have received the Redemption Amount[9]. (ii) Redemption of all or any of the debentures by the Demerged Company will be in accordance with the terms of DTD 3.
10.	Safeguards for the protection of holders of NCDs	As per the report adopted by the board of directors of Demerged Company held on May 17, 2023: The NCDs of Demerged Company are not being transferred to the Resulting Company. The NCD holder shall continue to hold the same number of NCDs in the Demerged Company on the same terms and conditions with respect to the coupon rate, tenure, redemption price, quantum, , ISIN) as before implementation of demerger. In terms of the Scheme, the security in relation to these NCDs will continue with respect to the assets of the Remaining Undertaking, which are more than adequate to meet the requirements of the liability in relation to the NCDs. 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.
11.	Exit offer to the dissenting holders of NCDs	As per the report adopted by the board of directors of Demerged Company held on May 17, 2023: Since the Scheme is between the holding company and its wholly owned subsidiary, the holders of NCDs of the Demerged Company shall continue to hold the NCDs on the same terms and conditions, no exit offer is required.
12.	Other embedded features	Put option
13.	Other terms of instruments	As per terms of DTD 3.
14.	Latest audited financials along with notes to accounts and any audit qualifications.	https://stl.tech/investor/

7 **Debt** means the aggregate of the Nominal Value, the Coupon, the Default Interest, costs, charges, expenses and all present and future moneys, debts and liabilities due, owing or incurred from time to time to any Finance Party under or in connection with the Debentures, this Deed or any other Transaction Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise) (*capitalised terms defined under DTD 3*).

8 **Redemption Date** means the maturity period of 3 (three) years from the Deemed Date of Allotment (*capitalised term defined under DTD 3*). .

9 **Redemption Amount** means, in respect of a Debenture, the sum of the Nominal Value, the accrued Coupon, Default Interest (if any), and any other Outstanding Amounts, payable on each Redemption Date, as applicable (*capitalised terms defined under DTD 3*).

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S. No.	Heads	Description
15.	An auditors' certificate certifying the payment/ repayment capability of the resultant entity.	https://stl.tech/investor/
16.	Fairness report	https://stl.tech/investor/
17.	Any other information/details pertinent for holders of NCDs	As per terms of DTD 3.

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Schedule II

List of immovable properties of the Demerged Company pertaining to the Demerged Undertaking as on May 16, 2023 includes the following:

Sr. No	Class of asset	Description	Location / address	Nature (freehold /leasehold)	City
1	Building	Rented Office Location for Rjio, Airtel, Tanfinet and NTT	3rd Floor, MS Centre, 459,1, Anna Salai Seethammal Extension, Teynampet, Chennai - 600018	Leasehold	Chennai
2	Building	Rented Office Location for MP RJIO	Unit No. 208–B & 209 IInd Floor C-21 Corporate Zone Capital Mall Hoshangabad Road Misrod Bhopal Pin - 462026	Leasehold	Bhopal
3	Building	Rented Office Location for FTTH RAJ	1st Floor, Birla Sons Tower, DCM Ajmer Road, Jaipur - 302021	Leasehold	Jaipur
4	Building	Rented Office Location for AIRTEL UP	10th Floor, Regus, Levana Cyber Heights, Vibhuti Khand, Gomti Nagar, Lucknow-226010, UP	Leasehold	Lucknow
5	Building	Rented Office Location for Mahanet, Airtel & RJIO MH	Sterlite Technologies Limited Rane Building Plot No V 8 Second Floor opp Bal Jagat main gate Laxminagar Nagpur Maharashtra 4422 Nagpur Maharashtra India	Leasehold	Nagpur
6	Building	Rented Office Location for Airtel - NESA & Rjio NESA	Office Tribe Coworking Spaces, Shreeji Tower 1st Floor, Christian Basti, Guwahati- 781005, Assam	Leasehold	Guwahati
7	Building	Rented Office Location for Airtel- KK	No.703, 3rd Floor, 22nd main, 22nd cross, HSR layout, Bangalore- 560102, Karnataka	Leasehold	Bangalore
8	Building	Rented Office Location for Rjio- Odisha	Sterlite Technologies Limited, DCB 421 & DCB 420, DLF Cybercty, IDCO Infopark,,Chandaka Industrial Estate, Patia,Bhubaneswar,Odisha - 751024	Leasehold	Bhubaneswar
9	Building	Rented Office Location for NFS	86/1 budhal house trikutta Nagar,jammu,180010	Leasehold	Jammu
10	Building	Rented Office Location for NFS	Lake city plaza karan Nagar,srinagar-190010	Leasehold	Kashmir
11	Building	Rented Office Location for T-Fiber	Shangrila Plaza, Unit 501, 508, 509, 510, Road no. 2, Banjara Hills, Hyderabad - 500034	Leasehold	Hyderabad
12	Building	Rented Office Location for T-Fiber	Clock Tower ,Central Business center,2nd floor, Nalgonda - 508001	Leasehold	Nalgonda

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13	Building	Rented Office Location for T-Fiber	Hno.4-21/5,Main Road, Wardhannnapet,Warangal - 506313	Leasehold	Warangal
14	Building	Rented Office Location for T-Fiber	Behind Tirumala filling station,Dasnapur,Teachers colony,Adilabad - 504001	Leasehold	Adilabad
15	Building	Rented Office Location for T-Fiber	Above Oya bakers,Ganeshnagar,Near kaman,Karimnagar - 505001	Leasehold	Karimnagar
16	Building	Rented Office Location for T-Fiber	Hno.7-2-99,Bagulawada - 504105	Leasehold	Nirmal
17	Building	Rented Office Location for Corporate Office	Capital Cyberscape,15th & 16th Floor, Sector 59,Gurugram,Haryana - 122102	Leasehold	Gurgaon
18	Building	Rented Office Location for Varun	4th Floor, D-NO- 10-28-1 Lifestyle Building, V Mall, Waitair Uplands Visakhapatnam- 530003	Leasehold	Vizag
19	Building	Rented Office Location for Varun	232, opp to Airport gate, Lamba Line, Mahatma Gandhi Road, South Andaman, Andaman and Nicobar Island - 744103	Leasehold	Portblair

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Schedule III

List of DSIR Approved R&D Units of the Demerged Company pertaining to the Demerged Undertaking:

Sr. No.	Description	Approval / Reference Number	Location/ Address
1.	R&D Centre (approved by the Department of Scientific & Industrial Research)	TU/IV-RD/2667/2021	Sterlite Tech Smart Network Center, IFFCO Tower, 2nd Floor, Plot No. 3, Sector-29, Gurgaon (Haryana)

For Sterlite Technologies Limited
A.V. Deshpande
Amit Deshpande
Company Secretary

STL Networks Limited Pune

Sterlite Technologies Limited