

SCHEME OF AMALGAMATION AND ARRANGEMENT

BETWEEN

**PCS INTERNATIONAL LIMITED, MAURITIUS
(‘THE TRANSFEROR COMPANY’)**

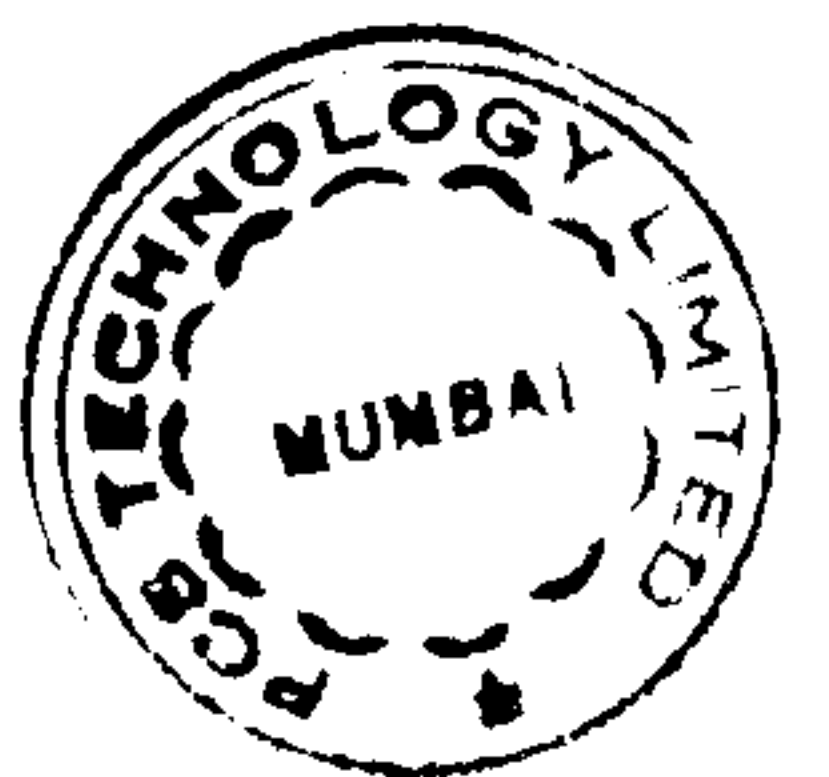
AND

**PCS TECHNOLOGY LIMITED
(‘THE TRANSFEREE COMPANY’)**

AND

THEIR RESPECTIVE SHAREHOLDERS

**UNDER SECTIONS 391 TO 394 READ WITH SECTIONS 100 TO 103 OF THE
COMPANIES ACT, 1956 AND SECTION 52 OF THE COMPANIES ACT, 2013 AND OTHER APPLICABLE
PROVISIONS OF THE COMPANIES ACT, 1956 AND THE COMPANIES ACT, 2013**



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I. PREAMBLE

This Scheme of Amalgamation and Arrangement ("**Scheme**") (more particularly described hereinafter) is presented pursuant to Sections 391 to 394 read with Section 100 to 103 of the Companies Act, 1956 and Section 52 of the Companies Act, 2013 and other applicable provisions, if any of the Companies Act, 1956 and the Companies Act, 2013.

Following are the parties to the Scheme:

Sr. No.	Name of the Company
1	PCS International Limited, Mauritius (hereinafter referred to as "the Transferor Company" or "PIL Mauritius") - a Company incorporated under the Mauritius Companies Act, 2001, and holds a Category 2 Global Business Licence issued by the Financial Services Commission. Its registered office at C/o. Multiconsult Limited, Les Cascades Building, Edith Cavell Street, Port Louis, Mauritius.
2.	PCS Technology Limited (hereinafter referred to as "the Transferee Company" or "PTL") - a Company incorporated under the Companies Act, 1956, having its registered office at Office No. 1, Gate No. 478, Alandi Markaal Road, Taluka Khed, Alandi District, Pune - 412106, Maharashtra. PTL is listed on Bombay Stock Exchange and Pune Stock Exchange.

This Scheme provides for the transfer to and vesting in the Transferee Company of the PIL Mauritius Undertaking of the Transferor Company (described in this Scheme), in accordance with the Applicable Laws in the Relevant Jurisdictions (as defined hereinafter).

This Scheme also makes provisions for various other matters consequential or related thereto and otherwise integrally connected therewith, with the end and intent of increasing shareholder value.

II. RATIONALE AND PURPOSE OF THE SCHEME

The Transferor Company is a wholly owned subsidiary of the Transferee Company engaged in similar business activities i.e. Computer Hardware, IT and IT enabled services.

The amalgamation of the Transferor Company with the Transferee Company will result in simplification of corporate structure leading to elimination of duplication in administrative cost and

eliminating the overlapping business or businesses which are no longer pursued by the Transferor Company.

The proposed consolidation will, inter-alia, result in the following benefits:

- i. Better administration of the businesses;
- ii. Concentrated effort and focus by the senior management to grow the business by eliminating duplicative communication and burdensome co-ordination efforts across multiple entities and countries.

Further, the Transferee Company had initiated a financial restructuring with respect to its unproductive activities. There continues to remain certain stressed assets in respect of the said activities and accordingly the financials of the Transferee Company require restructuring. For achieving the restructuring as aforesaid, in addition to taking over the business assets and liabilities of the Transferor Company, it is also proposed to write off some of the assets which are either unserviceable or not required for the rest of the business of the Transferor Company or may not be realizable as explained in this Scheme

III. EFFECTIVE DATE:

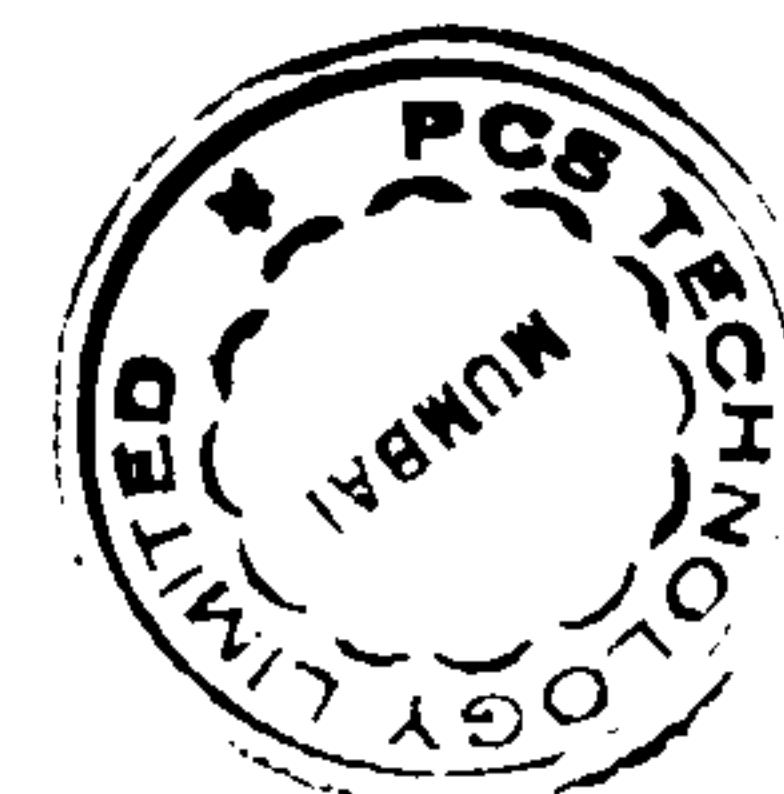
This Scheme shall become effective on and from the date on which all the conditions referred to in Clause 14 of this Scheme have been fulfilled.

The Scheme relates to the merger of the Transferor Company with the Transferee Company on terms as set out below:

1. DEFINITIONS

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

- 1.1 "**Act**" means the Companies Act, 1956, including any statutory modifications, re-enactments or amendments thereof from time to time.
- 1.2 "**Appropriate Authority**" means any governmental, statutory, regulatory, departmental or public body or authority of the Relevant Jurisdiction, including Securities and Exchange Board of India, Stock Exchanges, Registrar of Companies, Pune and Mauritius, as the case may be and courts of India.
- 1.3 "**Appointed Date**" means the 1st day of April, 2014 or such other date as may be approved by the High Court of Judicature at Bombay.



- 1.4 **"Applicable Law(s)"** means any statute, notification, bye laws, rules, regulations, guidelines, rule or common law, policy, code, directives, ordinance, schemes, notices, orders or instructions, law enacted or issued or sanctioned by any Appropriate Authority including any modification or re-enactment thereof for the time being in force.
- 1.5 **"Assets"** shall mean and include the entire business of the Transferor Company and shall include without limitation the following:
- (a) all properties wherever situated, whether movable or immovable, tangible or intangible, corporeal or incorporeal, intellectual property, whether in possession or reversion, present or contingent, advances for assets, debtors, current assets, investments, deposits, claims, bank accounts and all cash appertaining or relatable to the Transferor Company as on the Appointed Date and such additional assets pertaining to the Transferor Company acquired since the Appointed Date;
 - (b) all permits, rights, entitlements including import quotas, industrial and other licenses, sales tax and excise duty licenses, and licenses with export-import authority including advance licenses and all other licenses, duty entitlement pass books, duty refund against export obligations, rights of way, powers, authorities, allotments, approvals and consents, permits, quotas, subsidies and incentives, registrations, contracts, engagements, arrangements, rights, titles, interests, benefits and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power, use or possession and in the control of or vested in or granted in favor of or enjoyed by the Transferor Company, including but without being limited to all patents, trade marks, trade names, copy rights, brands, goodwill and other commercial rights of any nature whatsoever and licenses in respect thereof, privileges, liberties, easements, advantages, benefits, leases of land properties, tenancy rights, ownership flats, authorizations, registrations and entitlements like electricity, right to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity, water, gas connections, other fuel and power, and electronic and other services, reserves, provisions, funds, financial assets, benefits of all agreements and deposits, any tax benefits direct or indirect including advance tax paid or any tax deducted in respect of any income received and all other interests belonging to or in the ownership, power or possession or in the control of or vested in or granted in favour of or enjoyed by the Transferor Company as on the Appointed Date; and
 - (c) all records, files, papers, computer programmes, manuals, data, catalogues, quotations, sales and advertising materials, sales/ credit/ pricing information, and other records, whether in physical form or electronic form in connection with or relating to the Transferor Company as on the Appointed Date.



- 1.6 **"Board of Directors"** or **"Board"** means the Board of Directors of the Transferor Company and the Transferee Company, as the case may be and shall include a duly constituted committee thereof.
- 1.7 **"High Court"** means the High Court of Judicature at Bombay and shall be deemed to include the National Company Law Tribunal, wherever and when applicable.
- 1.8 **"Liabilities"** in relation to the Transferor Company shall mean and include all debts, liabilities, loans, borrowings, bills payable, public deposits, security deposits, interest accrued, contingent liabilities and all other liabilities, duties, undertakings, contractual obligations, guarantees given and obligations of the Transferor Company as on the Appointed Date along with any charge, encumbrance, lien or security thereon including:
- (a) liabilities on account of loans and advances from unsecured creditors, contingent liabilities not provided in the books of the Transferor Company, and such additional liabilities pertaining to the Transferor Company incurred since the Appointed Date.
 - (b) obligations of whatsoever kind including liabilities for payment of gratuity, pension benefits, provident fund or compensation in the event of retrenchment.
- 1.9 **"Mauritius Act"** means the Mauritius Companies Act 2001 or any statutory modification or re-enactment thereof for the time being in force.
- 1.10 **"New Act"** means the Companies Act, 2013, rules and regulations there under, to the extent notified, and as may be applicable from time to time
- 1.11 **"PIL Mauritius Undertaking"** means the activity / business of the PCS International Limited, Mauritius on a going concern basis and shall also include Assets / Liabilities of PCS International Limited, Mauritius.
- 1.12 **"Relevant Jurisdiction"** means the territories of the Republic of India and Mauritius.
- 1.13 **"Scheme of Amalgamation and Arrangement"** or **"this Scheme"** or **"the Scheme"** means this Scheme of Amalgamation and Arrangement in its present form submitted to the High Court or any other Appropriate Authority in the Relevant Jurisdiction with modification(s) thereof made under clause 16 of this Scheme or with such other modification(s) / amendment(s) as the High Court/Registrar of Companies, Mauritius or any other Appropriate Authority may direct, but subject to the requirements of any other Applicable Law.



1.14 "SEBI" means Securities and Exchange Board of India

Any references of this Scheme to "upon the Scheme becoming effective" or "effectiveness of the Scheme" or "coming into effect of this Scheme" shall mean the Effective Date. The expressions which are used in this Scheme and not defined in this Scheme shall, unless repugnant or contrary to the context or meaning hereof, have the same meanings ascribed to them under the Act, the New Act (to the extent notified and applicable) and other applicable laws, rules, regulations, bye-laws, as the case may be, including any statutory modification, or re-enactment thereof, from time to time and in particular, wherever reference is made to the High Court in this Scheme, the reference would include, if appropriate, reference to the National Company Law Tribunal or such other forum or authority, as may be vested with any of the powers of the High Court under the Act and the New Act.

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

In this Scheme, unless the context otherwise requires:

- i. words denoting the singular shall include the plural and vice versa;
- ii. words importing any gender include every gender;
- iii. headings and bold typefaces are only for convenience and shall be ignored for the purpose of interpretation;
- iv. references to the word "include" or "including" shall be construed without limitation;
- v. references to dates and times shall be construed to be reference to Indian dates and times;
- vi. reference to an article, section, paragraph or schedule is, unless indicated to the contrary, a reference to an article, section, paragraph of this Scheme;
- vii. reference to a document includes an amendment or supplement to, or replacement or novation of that document; and
- viii. For the purposes of financial calculations amounts are converted from USD to INR at rates prevailing as on the Appointed Date.

2. OPERATIVE DATE

- 2.1 This Scheme, set out herein in its present form shall be Effective from the Appointed Date, but shall be operative from the Effective Date.

3. SHARE CAPITAL

3.1 The authorized, issued, subscribed and paid-up share capital of PIL Mauritius as shown in the Annual Report for the Year 2012-2013 is as under:

Particulars	Amount in INR
<u>Authorized capital:</u>	
1,11,000 Equity Shares of par value of USD 10 each	47,088,450
<u>Issued, Subscribed and Paid –up capital:</u>	
1,11,000 Equity Shares of par value of USD 10 each	47,088,450

There is no change in the issued, subscribed and paid–up share capital of PIL Mauritius after the aforesaid date. The entire Issued, Subscribed and Paid-up Share Capital of PIL Mauritius is held by PTL .

3.2 The authorized, issued, subscribed and paid-up share capital of PTL as on 31st March 2013 is as under:

Particulars	Amount in INR
<u>Authorized capital:</u>	
21,025,000 Equity Shares of Rs. 10/- each	210,250,000
3,975,000 Redeemable, Non-Convertible & Non-Cumulative Preference Shares of Rs. 10 each	39,750,000
Total	250,000,000
<u>Issued, Subscribed and Paid –up capital:</u>	
20,950,677 Equity Shares of Rs. 10/- each fully paid –up	209,506,770
3,975,000 9% Redeemable, Non-Convertible & Non-Cumulative Preference Share of Rs. 10 each	39,750,000
Total	249,256,770

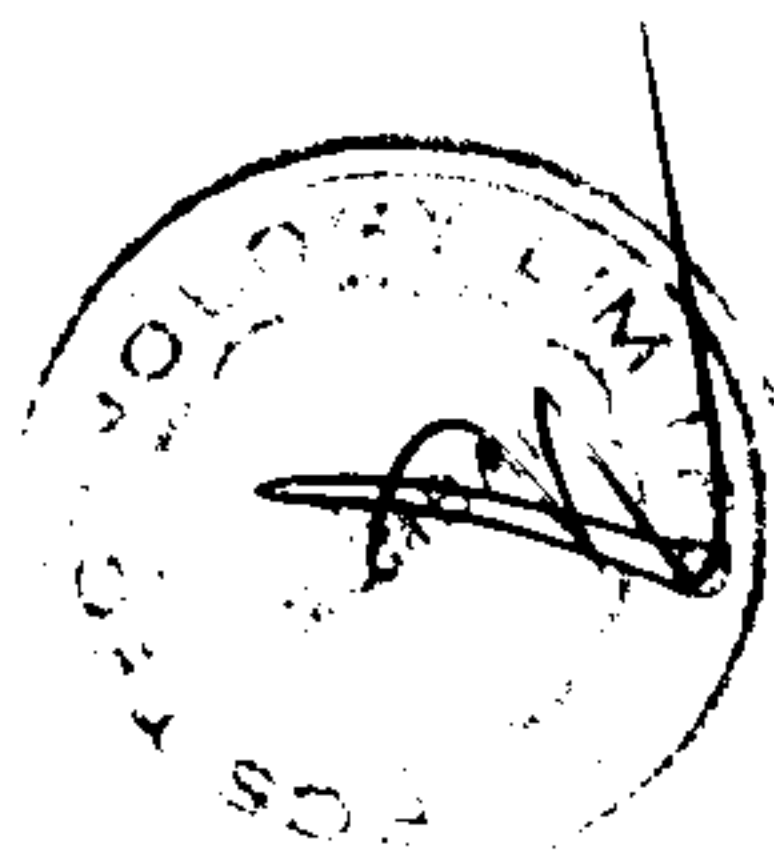
There is no change in the issued, subscribed and paid –up share capital of PTL after the aforesaid date.

4. TRANSFER AND VESTING OF UNDERTAKING

4.1 On and with effect from the Appointed Date and subject to the provisions of this Scheme in relation to the mode of transfer and vesting, the Undertaking of PIL Mauritius as a going concern shall be transferred to and vested in or be deemed to be transferred to and vested in the Transferee Company in the following manner:

- (a) with effect from the Appointed Date, the whole of the business and the Undertaking of the Transferor Company including all its properties and assets (whether movable or immovable, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) of whatsoever nature such as registrations, licenses, lease, tenancy rights, if any, and all other rights, title, interest, contracts, consents, approvals, or powers of every kind, nature and descriptions and wheresoever situated, shall, under the provisions of Sections 391 to 394 read with Sections 100 to 103 of the Act and Section 52 of the New Act and all other applicable provisions, if any, of the Act and the New Act and pursuant to the orders of the High Court of Judicature at Bombay sanctioning this Scheme and upon compliance of any requirements under the Mauritian law without any further act or deed, but subject to the charges affecting the same as on the Effective Date be transferred and/or deemed to be transferred to and vested in the Transferee Company on a "going concern" basis so as to become, as from the Appointed Date, the assets and liabilities, if any, of the Transferee Company and to vest all the right, title and interest therein to the Transferee Company.
- (b) the Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds of confirmation/ notice in favour of any other party to any contract or arrangement to which the Transferor Company is a party, as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of this Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to implement or carry out all such formalities or compliance referred to above on the part of the Transferor Company to be carried out or performed.
- (c) with effect from the Appointed Date, all liabilities, debts, duties, obligations of every kind, nature and description of the Transferor Company shall, under the provisions of Sections 391 and 394 read with Sections 100 to 103 of the Act and Section 52 of the New Act and under the relevant provisions of the Mauritius Act, and other applicable law, without any further act or deed be transferred to or be deemed to be transferred to the Transferee Company so as to become as from the Appointed Date, the liabilities, debts, duties, obligations of the Transferee 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, debts, duties and obligations have arisen, in order to give effect to the provisions of this clause.

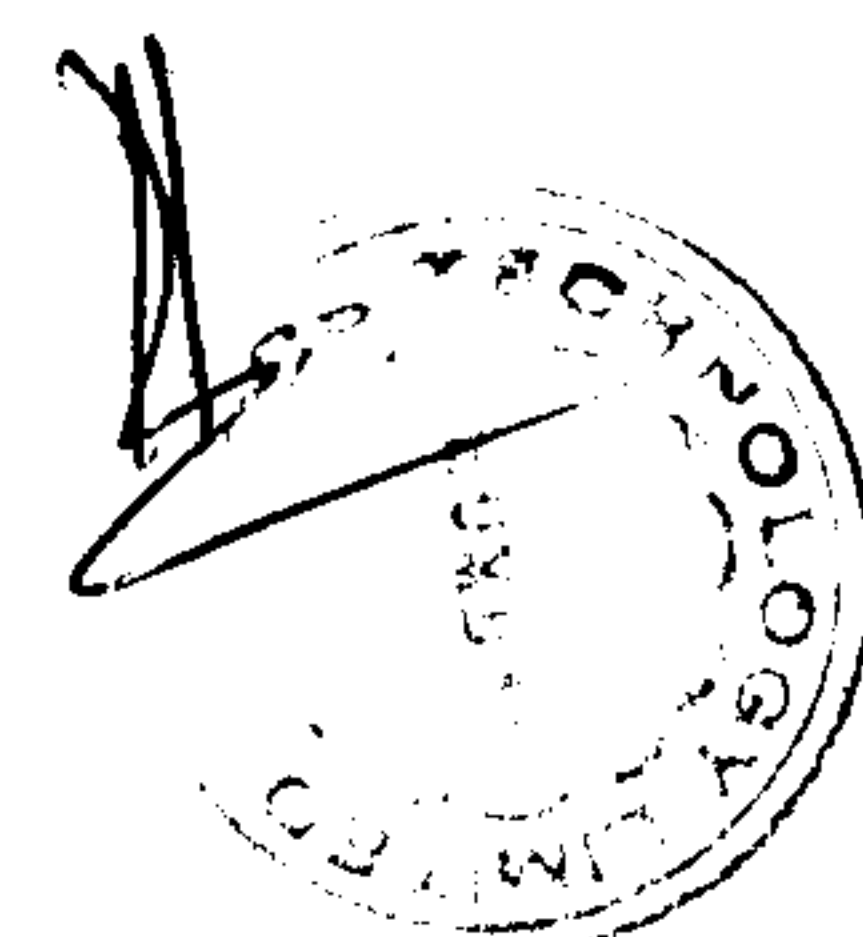
4.2 The transfer and vesting of the whole of the Undertaking of PIL Mauritius pursuant to Clause 4.1 of this Scheme shall mean the transfer and vesting of such Undertaking in accordance with Applicable Laws in Relevant Jurisdiction.



- 4.3 There are inter – company balances between the Transferor Company and the Transferee Company, the obligations in respect thereof shall, on and from the Appointed Date, come to an end and suitable effect shall be given in the books of accounts and records of the Transferee company if required, for such adjustments of debts or liabilities, as the case may be. For removal of doubts, it is hereby clarified that from the Appointed Date, there would be no accrual of interest or other charges in respect of any such inter-company balances between the Transferor Company and the Transferee Company.
- 4.4 With effect from the Effective Date, the Transferee Company shall continue to carry on the existing business of the Transferor Company..
- 4.5 All the licenses, approvals, permits, registration and membership of the Transferor Company of any governmental or regulatory agencies, any trade associations, chambers of commerce or any charitable or other trusts as trustee or beneficiary shall be transferred to, to the extent that they are capable of being transferred under the Applicable Laws, and vested in and become the licenses, approvals, permits and registration and membership of the Transferee Company and the Transferee Company shall continue to enjoy the benefits, rights and be liable for all obligations and liabilities as are available to or binding upon the Transferor Company in whose favour such licences etc. have been issued or granted and the name of the Transferor Company shall be deemed to have been substituted by the name of the Transferee Company and such benefits be deemed to be assigned in favor of the Transferee Company before the Transferor Company ceases to exist.

5. CONDUCT OF ACTIVITIES / BUSINESS BY THE TRANSFEROR COMPANY TILL EFFECTIVE DATE AND RELATED ISSUES

- 5.1 For the period beginning on and from the Appointed Date and ending on the Effective Date: -
- (a) The Transferor Company shall carry on and be deemed to have carried on all its activities and shall be deemed to have held and possessed of and shall continue to hold and stand possessed of all the assets, properties and liabilities for and on account of and in trust for the Transferee Company. The Transferor Company hereby undertakes to hold the assets, properties and liabilities with utmost prudence until the Effective Date.
- (b) All the profits or income accruing or arising to the Transferor Company and all costs, charges, expenditure, taxes or losses arising or incurred by the Transferor Company shall, for all purposes, be treated and be deemed to be and accrue as the profits, income, costs, charges, expenditure, taxes or losses of the Transferee Company, as the case may be.



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- (c) The Transferor Company shall carry on its activities until the Effective Date with reasonable diligence, and business prudence and shall not, without the prior consent of the Transferee Company, alienate, charge, mortgage, encumber or otherwise deal with or dispose off the Assets or any part thereof, except in the ordinary course of business or pursuant to any pre-existing obligation undertaken by the Transferor Company.
- (d) The Transferor Company shall not, without the prior written consent of the Board of Directors of the Transferee Company, undertake any new business.
- (e) Neither the Transferor Company nor the Transferee Company shall make any change in their capital structure (paid-up capital), either by increase (by issue of shares on rights basis, bonus shares, convertible debentures or otherwise), decrease, reduction, reclassification, sub-division or consolidation, re-organization or any other manner, other than changes pursuant to any prior commitments, obligations or arrangements or acts and deeds already made except by mutual consent of the Board of Directors of the Transferee Company and the Transferor Company.
- (f) It is hereby clarified that the restrictions mentioned in sub-clause c), d) and e) be applicable from the date of approval of the present Scheme by the respective Board of Directors of the Transferor Company and the Transferee Company and not from the Appointed Date.

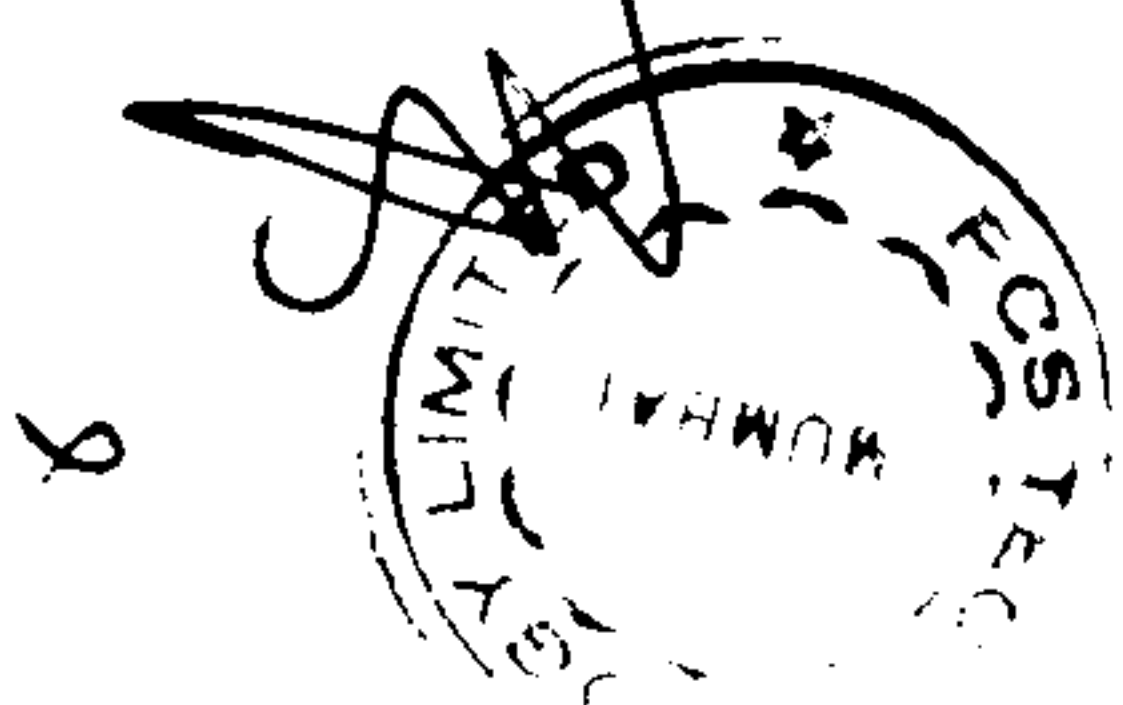
6. LEGAL PROCEEDINGS

6.1 There are no legal proceedings pending against PIL Mauritius.

7. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

7.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme all contracts, deeds, bonds, agreements, arrangements and other instruments of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect against or in favour of the Transferee Company as the case may be and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto. The Transferee Company shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any multipartite agreements, arrangements, confirmations or novations to which the Transferor Company will, if necessary, also be a party in order to give formal effect to the provisions of this clause, if so required or becomes necessary.

7.2 For avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licences,



certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Company shall stand transferred, to the extent they are capable of being transferred under the Applicable Laws, to the Transferee Company, as if the same were originally given by, issued to or executed in favour of such Transferee Company, and such Transferee 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 such Transferee Company. For this intent and purpose, if required, pending sanction of this Scheme, the Transferor Company shall make applications to and obtain relevant approvals from the appropriate authority as may be necessary in this behalf.

8. SAVING OF CONCLUDED TRANSACTIONS

8.1 The transfer of all assets and liabilities and the licenses and permits and membership etc. under clause 4 above and the continuance of proceedings, if any, by or against the Transferee Company under clause 6 above shall not affect any transaction or proceedings already concluded by the Transferor Company on or before the Appointed Date, and after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of itself.

9. NO ISSUE OF SHARES

9.1 The Transferee Company is holding the entire issued, subscribed and paid-up share capital of the Transferor Company. Hence, no consideration shall be payable by the Transferee Company upon the amalgamation of the Transferor Company.

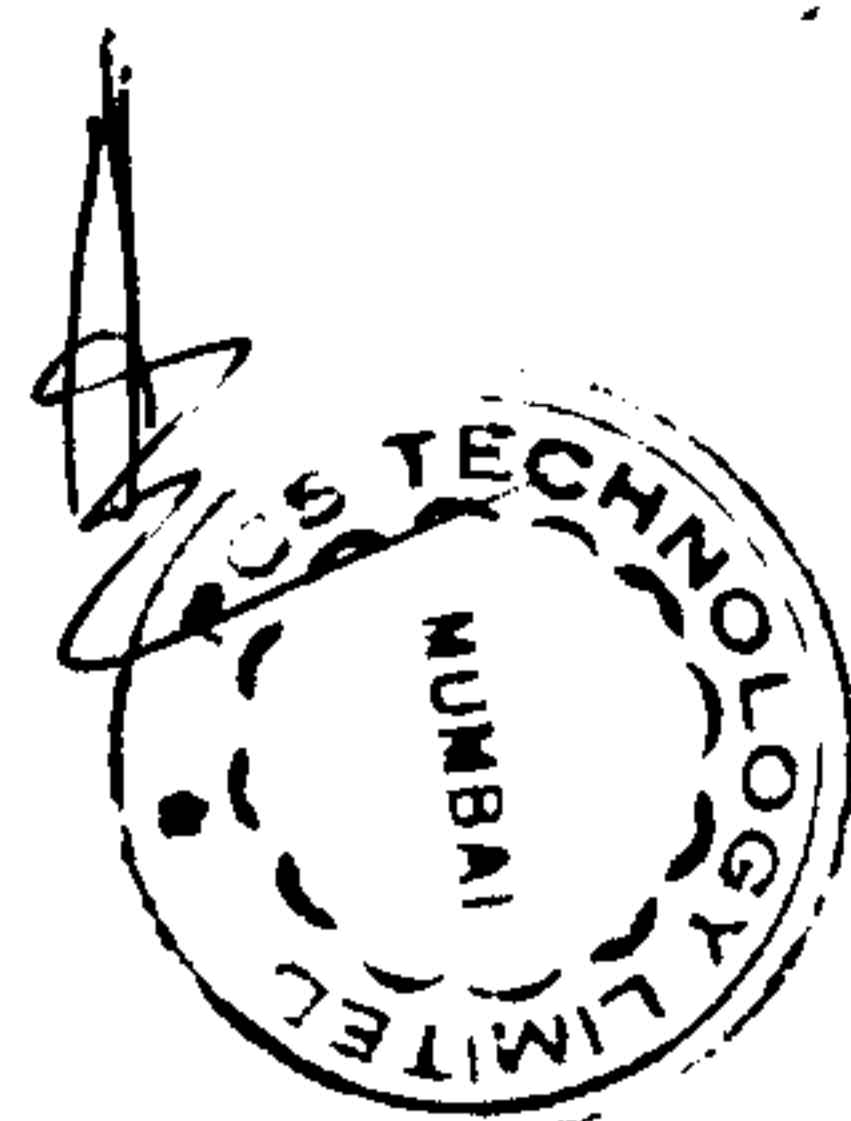
9.2 The Equity Shares held by the Transferee Company in the Transferor Company shall stand cancelled without any further act, application or deed.

10. STAFF, WORKMEN AND EMPLOYEES OF THE TRANSFEROR COMPANY

10.1 Since the Transferor Company is managed by its directors only, there will not be any involvement requiring transfer of the staff, workmen and employees of the Transferor Company.

11. ACCOUNTING

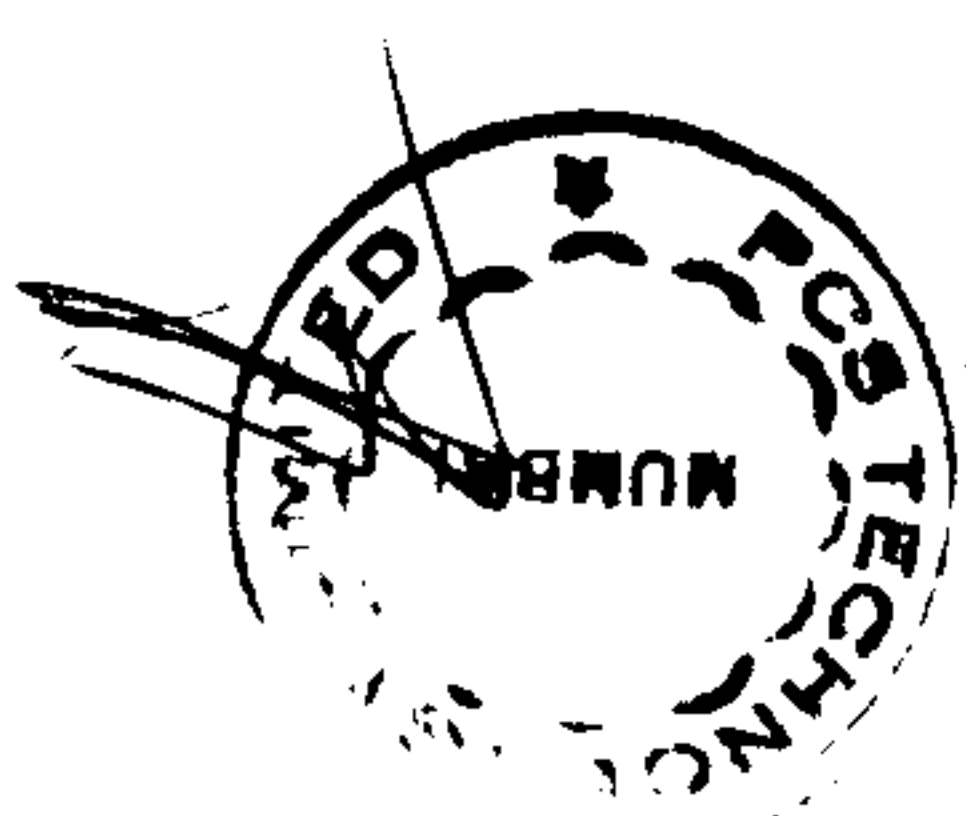
11.1 The Transferee Company shall follow Purchase Method for accounting of amalgamation as per Accounting Standard – 14 on Accounting for Amalgamation issued by the Institute of Chartered Accountants of India and as notified under Section 211 (3C) of the Act, subject to the following:



- 11.2 All assets recorded in the books of the Transferor Company and transferred to and vested in Transferee Company pursuant to this Scheme shall be recorded by Transferee Company at their respective fair values, in its books.
- 11.3 All the liabilities recorded in the books of the Transferor Company and transferred to and vested in Transferee Company pursuant to this Scheme shall be recorded by Transferee Company at their respective fair values, in its books.
- 11.4 Upon coming into effect of this Scheme, the book value of shares held by the Transferee Company as on the Appointed Date in the Transferor Company shall be cancelled.
- 11.5 There are inter-company balances as between the Transferor Company and the Transferee Company, the obligations in respect thereof shall, on and from the Appointed Date, come to an end and corresponding suitable effect shall be given in the books of account and records of the Transferee Company.
- 11.6 The difference, if any, between the value of assets and liabilities of the Transferor Company taken over and after giving effect to the other sub-clauses hereinabove and after adjusting for certain assets of the Transferee Company as may be decided by the Management, in aggregate not exceeding INR 65 crores, be charged to the Profit & Loss Account (including profits for the year) and consequently amounts standing in the balance in Securities Premium Account, Capital Reserve Account, General Reserve Account and surplus available in Profit & Loss Account, be withdrawn in the same sequence and credited to the Profit & Loss of the financial year.
- 11.7 The utilization of the Securities Premium Account as stated in Clause 11.6 above shall be effected as an integral part of this Scheme itself as the same does not involve either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid-up share capital and the order of the Bombay High Court sanctioning this Scheme shall be deemed to be an order under Section 102 of the Act confirming the reduction without the need on the part of the Company to carry out any further act or deed.
- 11.8 In case of any difference in the accounting policy between the Transferor Company and the Transferee Company, the impact of the same till the Appointed Date will be quantified and adjusted in the Profit & Loss Account to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

12. APPLICATION TO THE HON'BLE HIGH COURT OF BOMBAY

- 12.1 The Transferee Company shall, with all reasonable dispatch, make applications to the High Court of Judicature at Bombay under Section 391 of the Act, seeking orders for dispensing with



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or convening, holding and conducting of the meetings of the members and/or creditors of the Transferee Company, as may be directed by the High Court of Judicature at Bombay.

12.2 On this Scheme being agreed to, by requisite majorities of the members and/or creditors of the Transferor Company and the Transferee Company, as applicable and as directed by the High Court of Judicature at Bombay, the Transferor Company and the Transferee Company shall, with all reasonable dispatch, apply to the High Court of Judicature at Bombay and any appropriate authority of the Relevant Jurisdiction, for sanctioning the Scheme of Amalgamation and Arrangement under Sections 391 and 394 read with Sections 100 to 103 of the Act and Section 52 of the New Act, and Applicable Law of the Relevant Jurisdiction, and for such other order or orders, as the said High Court or any other Appropriate Authority of the relevant jurisdiction, may deem fit for carrying this Scheme into effect and for dissolution of the Transferor Company without winding-up as per the provisions of Mauritius Act.

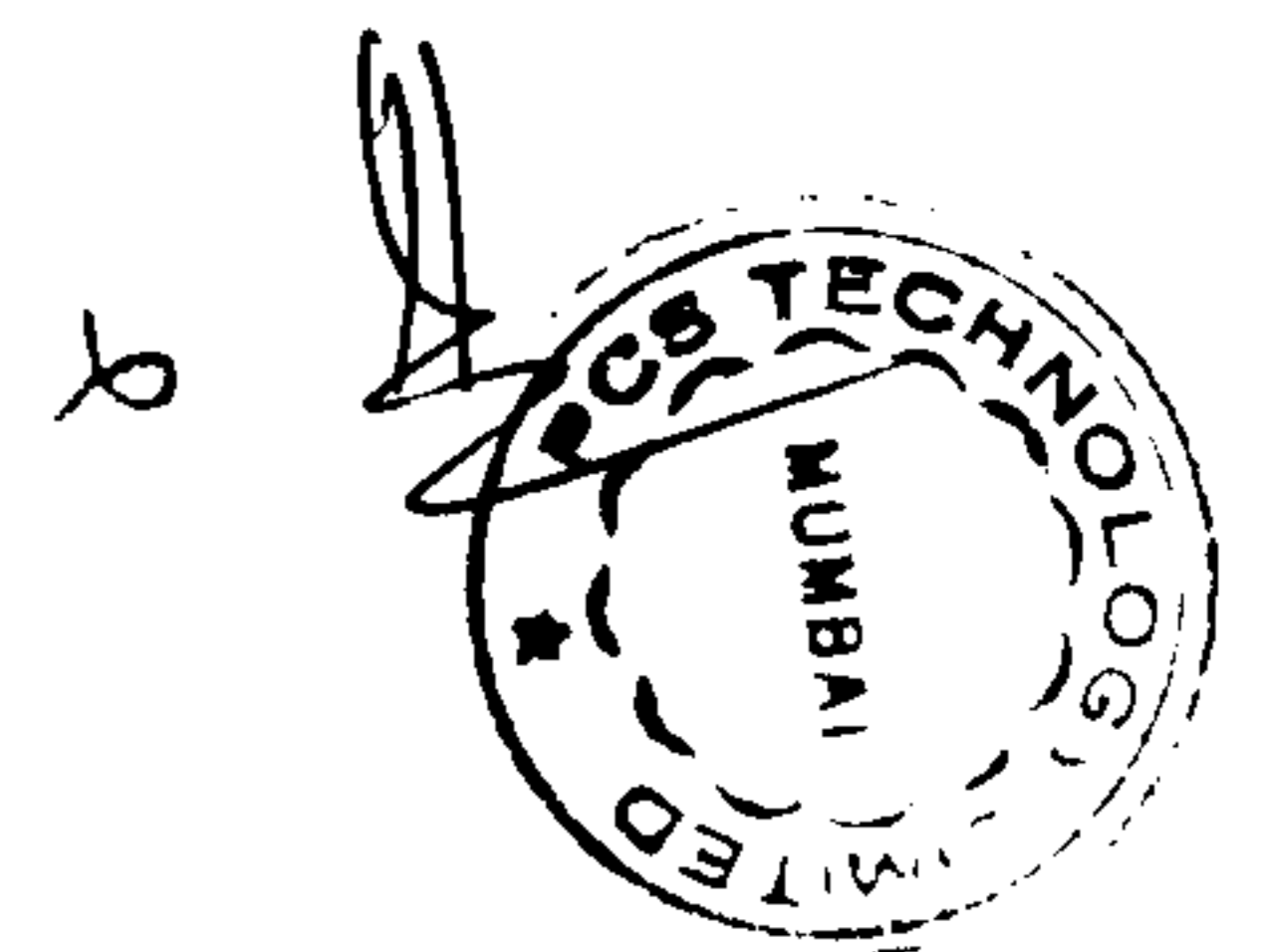
13. PROVISIONS UNDER THE MAURITIUS LAWS PERTAINING TO AMALGAMATION

13.1 In terms of section 4(2) (a) of Part II of the Fourteenth Schedule of the Mauritius Act, the Transferor Company is required to comply with the laws of Mauritius regarding amalgamation of the Mauritius Transferor Company with the Transferee Company.

13.2 In terms of the laws prevalent in Mauritius, a company incorporated in Mauritius and holding Global Business License Category 2 can merge with one or more companies incorporated under the laws of jurisdiction other than that of Mauritius.

13.3 In terms of section 4(2)(b) of Part II of the Fourteenth Schedule of the Mauritius Act, the Transferee Company, being incorporated under the laws of the jurisdiction other than Mauritius, must submit to the Register of Companies of Mauritius (the "ROC Mauritius") the following:

- i. an agreement that a service of process may be affected on it in Mauritius in respect of proceedings for the enforcement of any claim, debt, liability or obligation of a constituent company incorporated under the Mauritius Act or in respect of proceedings for the enforcement of the rights of a dissenting member of a constituent company incorporated under the Mauritius Act against the surviving company (being the Transferee Company) or the consolidated company;
- ii. an irrecoverable appointment of an agent as may be acceptable to the ROC Mauritius as its agent to accept service of process in proceedings referred to in Clause 13.3 (i) above and to accept service of process in respect of proceedings for the enforcement of any claim, debt, liability or obligation of a dissenting member of the Transferor Company against the Transferee Company;



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- iii. an undertaking that it shall promptly pay to the dissenting members, if any, of a constituent company incorporated under the Mauritius Act the amount, if any, to which they are entitled under the Mauritius Act with respect to the rights of dissenting members; and
- iv. a certificate of merger or consolidation issued by the appropriate authority of the foreign jurisdiction (being the Hon'ble High Court of Judicature at Bombay) where it is incorporated.

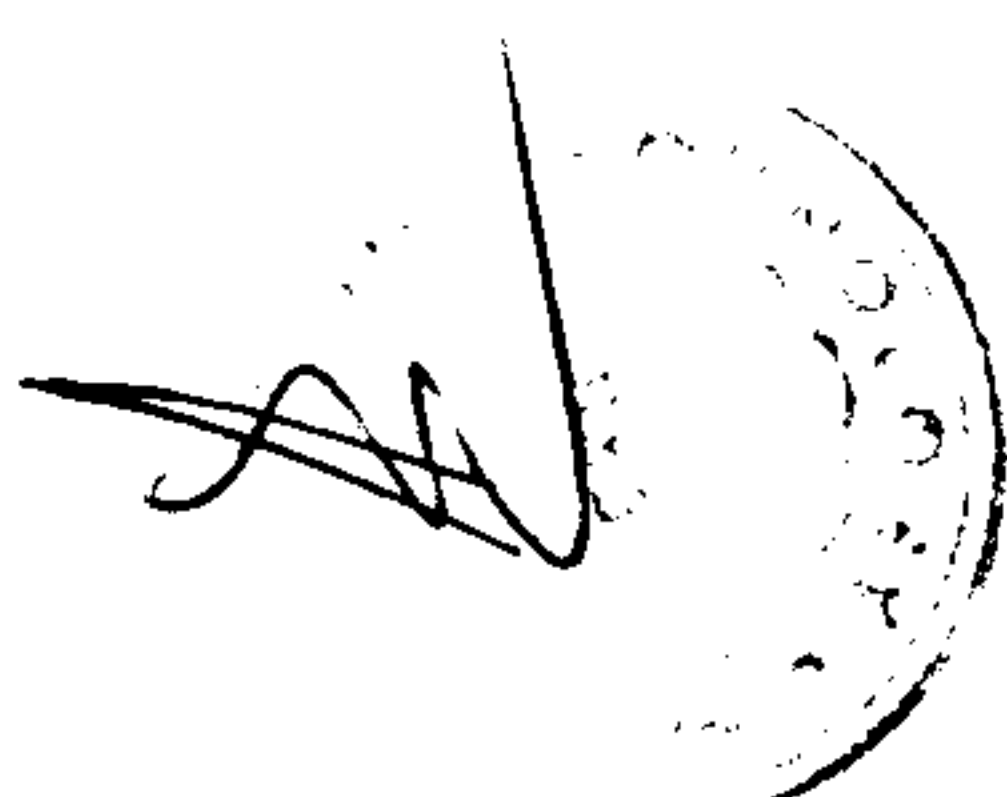
13.4 Based on the above, Transferee Company shall appoint such person as will be acceptable to the Registrar of Companies, Mauritius as its agent to accept service of process in respect of proceedings for the enforcement of any claim, debt, liability or obligation of a dissenting member of the Transferor Company against the Transferee Company.

14. SCHEME CONDITIONAL ON APPROVAL/SANCTIONS

Notwithstanding any other provisions of this Scheme, this Scheme is conditional upon and subject to the following conditions:

- 14.1 Approval of the Scheme by the requisite majority of each class of the respective members and creditors of the Transferee Company, in terms with the applicable provisions of the Act and the New Act and guidelines issued by SEBI as amended and updated from time to time including approval of the Scheme by majority of public shareholders through e-voting/postal ballot. The requisite sanction and approval of other Appropriate Authorities being obtained and granted in respect of any of the matters in respect of which such sanction or approval is required.
- 14.2 Approval of this Scheme by the requisite members and creditors of the Transferor Company, in terms with the Applicable law of Relevant Jurisdiction.
- 14.3 The sanctions of the High Court of Judicature at Bombay and other Appropriate Authority, if required, being obtained by the Transferor Company and the Transferee Company under Section 391 and 394 read with Sections 100 to 103 of the Act and Section 52 of the New Act and other applicable provisions of the Act and the New Act or other Applicable Laws of the Relevant Jurisdiction.
- 14.4 The certified copies of order of the High Court of Judicature at Bombay and other Appropriate Authority, if any passed under Sections 391 and 394 read with Sections 100 to 103 of the Act and Section 52 of the New Act or any other Applicable Law of the Relevant Jurisdiction, sanctioning this Scheme being filed with the Registrar of Companies, Pune, Maharashtra and any other Appropriate Authority.

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14.5 Compliance by the Transferor Company of all the necessary and applicable provisions of its Applicable Law (including without limitation, all necessary filings to be made under the Applicable Laws of the Relevant Jurisdiction).

15. DISSOLUTION OF THE TRANSFEROR COMPANY

15.1 On this Scheme coming into effect, the Transferor Company shall without any further act or deed, stand dissolved without winding up subject to and in accordance with Applicable Laws of Relevant Jurisdictions. All the assets and liabilities will stand vested in and belong to the Transferee Company.

16. MODIFICATION OR AMENDMENT TO THIS SCHEME

16.1 The Transferor Company and the Transferee Company through its respective Board of directors / its authorized officers are hereby empowered and authorized to assent from time to time to any modifications or amendments or substitution of this Scheme or to any conditions or limitations which the High Court of Judicature at Bombay or any other appropriate authorities may impose and to settle all doubts or difficulties that may arise for carrying out this Scheme and to do and execute all acts, deeds, matters and things as may be necessary for putting this Scheme into effect.

16.2 For the purpose of giving effect to this Scheme or to any modifications or amendments thereof, the directors of the Transferee Company or such other person who are so authorised may give and is / are authorized to give all such directions as are necessary including directions for settling any question of doubt or difficulty that may arise after the dissolution of the Transferor Company.

17. COSTS, CHARGES & EXPENSES

17.1 All costs, charges and expenses of the Transferor Company and the Transferee Company in relation to or in connection with this Scheme and for carrying out and implementing / completing the terms and provision of this Scheme and / or incidental to the completion of the amalgamation of the undertaking of the Transferor Company in pursuance of this Scheme shall, except as specifically provided herein, be borne and paid solely by the Transferee Company.

