

COMPOSITE SCHEME OF ARRANGEMENT
UNDER SECTIONS 230 TO 232 READ WITH SECTION 66 AND OTHER
APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013
AMONGST
INFIBEAM AVENUES LIMITED
(FORMERLY KNOWN AS INFIBEAM INCORPORATION LIMITED)
AND
NSI INFINIUM GLOBAL LIMITED
AND
SUVIDHAA INFOSERVE LIMITED
AND
DRC SYSTEMS INDIA LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

PREAMBLE

This Scheme (*as defined hereinafter*) is presented under Sections 230 to 232 of the Companies Act, 2013, together with Sections 13, 14, 61, 62, 66 and other applicable provisions of the Act (*as defined hereinafter*) for demerger of the SME E-Commerce Services Undertaking (*as defined hereinafter*) of Infibeam (*as defined hereinafter*) and transfer of the same to Suvidhaa (*as defined hereinafter*) which includes issuance of equity shares by Suvidhaa to the equity shareholders of Infibeam; demerger of the E-Commerce Business Undertaking (*as defined hereinafter*) of NSI (*as defined hereinafter*) and transfer of the same to Suvidhaa (*as defined hereinafter*) which includes issuance of equity shares by Suvidhaa to the equity shareholders of NSI; demerger of the Themepark & Event

Software Undertaking (*as defined hereinafter*) of Infibeam (*as defined hereinafter*) and transfer of the same to DRC (*as defined hereinafter*) which includes issuance of equity shares by DRC to the equity shareholders of Infibeam; increase in the authorised share capital of Suvidhaa and DRC; and for matters consequential, supplemental and/or otherwise integrally connected therewith.

A. BACKGROUND OF THE COMPANIES

- (a) Infibeam Avenues Limited (formerly known as Infibeam Incorporation Limited) or **“Infibeam”** or **“Demerged Company 1”** is a public limited company incorporated under the provisions of Companies Act, 1956 with Corporate Identification Number L64203GJ2010PLC061366. The registered office of Infibeam is situated at 28th Floor, GIFT Two Building, Block No. 56, Road-5C, Zone-5, GIFT CITY, Gandhinagar – 382 355, Gujarat, India. The equity shares of Infibeam are listed on the BSE Limited (‘BSE’) and National Stock Exchange of India Limited (‘NSE’). It is registered to carry on the business of digital payments, E-commerce services, software business, e-commerce technology platforms and provide a comprehensive suite of web services spanning digital payment solutions, data centre infrastructure, software platforms etc.
- (b) Suvidhaa Infoserve Limited or **“Suvidhaa”** or **“Resulting Company 1”** is a public company incorporated under the provisions of the Companies Act, 1956 under the name and style of Suvidhaa Infoserve Private Limited with corporate identity number U72900MH2007PTC171937. The registered office of Suvidhaa is at Gujarat under the corporate identity number U72900GJ2007PTC109642. The registered office of Suvidhaa is situated at Unit No 02, 28th Floor, GIFT-II Building, Block No. 56, Road-5C, Zone-5, Gift City Gandhinagar, Gandhinagar - 382355, Gujarat, India. Subsequently, Suvidhaa was converted into public

company and the word 'Private' was deleted from its name on 27 December 2019. . It is registered to provide facility to make payments for a host of services like utility bill payment, renewal insurance premium collection, telecom, mobile, DTH recharges besides travel ticketing (rail, air and bus), domestic remittance services, merchant acquiring services etc.

- (c) DRC Systems India Limited or **“DRC”** or **“Resulting Company 2”** is a public company incorporated under the provisions of the Companies Act, 1956 under the name and style of DRC Systems India Private Limited with corporate identity number U72900GJ2012PTC070106. The registered office of DRC is situated at 24th Floor, GIFT Two Building, Block No. 56, Road-5C, Zone-5, GIFT CITY, Gandhinagar – 382 355, Gujarat, India. Subsequently, DRC was converted into public company and the word 'Private' was deleted from its name on 23 December 2019. It is registered to undertake software business, services across e-commerce, content management system, entertainment events management system, payment, processing system, mobile application, learning management system as well as ERP for both front-end user interface as well as back-end.
- (d) NSI Infinium Global Limited or **“NSI”** or **“Demerged Company 2”** is a public company incorporated under the provisions of the Companies Act, 1956 under the name and style of NSI Infinium Global Private Limited with corporate identity number U64203GJ2002PTC040741. The registered office of NSI is situated at 27th Floor, GIFT Two Building, Block No. 56, Road-5C, Zone-5, GIFT CITY, Gandhinagar – 382 355, Gujarat, India. Subsequently, NSI was converted into public company and the word 'Private' was deleted from its name on 20 December 2019. It is inter-alia engaged in E-commerce business, etc.

B. OVERVIEW AND OPERATION OF THIS SCHEME

This Scheme provides for:

- (i) the demerger, transfer and vesting of the Demerged Undertakings (*as defined hereinafter*) from the Demerged Companies to the Resulting Companies on a going concern basis, and the consequent issue of shares by the Resulting Companies in the manner set out in this Scheme and other applicable provisions of applicable Law;
- (ii) various other matters consequentially or integrally connected therewith, pursuant to the provisions of Section 230 to 232 read with Section 66 and other applicable provisions of the Act.

- C.** The Demerged Companies will continue to pursue their interests in and carry on the Remaining Business (*as defined hereinafter*).

D. RATIONALE FOR THE SCHEME

The proposed restructuring pursuant to this Scheme is expected, inter-alia, to result in following benefits:

- (i) Segregation of the SME E-Commerce Services Undertaking and the Themepark & Event Software Business Undertaking of Infibeam into Suvidhaa and DRC respectively and the E-Commerce Business Undertaking of NSI into Suvidhaa;
- (ii) Allow management of each of the Resulting Companies to pursue independent growth strategies in markets;
- (iii) It is believed that the proposed demerger will create enhanced value for shareholders and allow a focused strategy and specialization for sustained growth, which would be in the best interest of all the

stakeholders and the persons connected with the aforesaid companies;

- (iv) Enhance competitive strength, achieve cost reduction and efficiencies of the aforesaid companies and thereby significantly contributing to future growth;
- (v) The demerger will also provide scope for collaboration and expansion.

E. PARTS OF THE SCHEME

The Scheme is divided into the following parts:

1. **Part A** deals with definitions, interpretation and share capital. It includes definitions which are common and applicable to all chapters of the Scheme. Specific definitions relevant to a Part have been provided in the respective Part themselves;
2. **Part B** deals with transfer and vesting of the SME E-Commerce Services Undertaking from Infibeam into Suvidhaa and consideration thereof;
3. **Part C** deals with transfer and vesting of the E-Commerce Business Undertaking from NSI into Suvidhaa and consideration thereof;
4. **Part D** deals with transfer and vesting of the Themepark & Event Software Undertaking from Infibeam into DRC and consideration thereof;
5. **Part E** deals with general terms and conditions

F. TREATMENT OF THE SCHEME FOR THE PURPOSES OF INCOME-TAX ACT, 1961

The provisions of this Scheme have been drawn up in compliance with the conditions relating to “Demerger” as defined under Section 2(19AA) of the Income-tax Act, 1961. 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 the enactment of a new legislation or for any other reason whatsoever, the provisions of Section 2(19AA) of the Income-tax Act, 1961, or a corresponding provision of any amended or newly enacted Law, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with the provisions of Section 2(19AA) of the Income-tax Act, 1961. Such modification(s) will, however, not affect the other provisions of the Scheme.

PART A

DEFINITIONS, INTERPRETATION AND SHARE CAPITAL

1. DEFINITIONS

In this Scheme, the following words and expressions shall, unless the context requires otherwise, have the following meanings ascribed to them:

- 1.1 **“Act”** means the Companies Act, 2013 and shall include any other statutory amendment or re-enactment or restatement and the rules and/ or regulations and/ or other guidelines or notifications under applicable Laws, made thereunder from time to time;
- 1.2 **“Appointed Date”** means 1st day of April 2020 or such other date as may be approved by the National Company Law Tribunal (‘NCLT’) or by any other competent authority;
- 1.3 **“Board of Directors” or “Board”** in relation to each of the Demerged Companies and the Resulting Companies, as the case may be, means the board of directors of such company, and shall include a committee of directors or any person authorized by the board of directors or such committee of directors duly constituted and authorized for the purposes of matters pertaining to this Scheme or any other matter relating thereto;
- 1.4 **“Companies”** shall mean Infibeam, Suvidhaa, DRC and NSI;
- 1.5 **“Demerged Companies”** shall mean Infibeam and NSI;

- 1.6 **“Demerged Undertakings”** shall mean SME E-Commerce Services Undertaking, E-Commerce Business Undertaking and Themepark & Event Software Undertaking;
- 1.7 **“DRC”** or **“Resulting Company 2”** means DRC Systems India Limited, a public company incorporated with limited liability under the provisions of the Companies Act, 1956 with its registered office at 24th Floor, GIFT Two Building, Block No. 56, Road-5C, Zone-5, GIFT CITY, Gandhinagar – 382 355, Gujarat, India;
- 1.8 **“E-Commerce Business Funds”** shall have the meaning set forth in Clause 23.2;
- 1.9 **“E-Commerce Business Undertaking”** means all the businesses, undertakings, activities, properties, investments and liabilities, of whatsoever nature and kind and wheresoever situated, pertaining to E-Commerce Business, including the following:
- (a) all immovable properties, if any, i.e. land together with the buildings and structures standing thereon (whether freehold, leasehold, leave and licensed, right of way, tenancies or otherwise) currently being used for the purpose of and in relation to the E-Commerce Business and all documents (including panchnamas, declarations, receipts) of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interest in connection with the said immovable properties;
 - (b) all assets, as are movable in nature pertaining to and in relation to the E-Commerce Business, whether present or future or contingent, tangible or intangible, in possession or reversion,

corporeal or incorporeal (including electrical fittings, furniture, fixtures, appliances, accessories, office equipments, communication facilities, installations and inventory), actionable claims, current assets, earnest monies and sundry debtors, financial assets, outstanding loans and advances, recoverable in cash or in kind or for value to be received, provisions, receivables, funds, cash and bank balances and deposits including accrued interest thereto with Governmental Authority, banks, customers and other persons, the benefits of any bank guarantees, performance guarantees and tax related assets, including but not limited to goods and service tax input credits, value added/sales tax/entry tax credits or set-offs, advance tax, tax deducted at source, tax refunds and minimum alternate tax credit;

- (c) all permits, licenses, permissions including municipal permissions, right of way, approvals, clearances, consents, benefits, registrations, rights, entitlements, credits, certificates, awards, sanctions, allotments, quotas, no objection certificates, exemptions, concessions, subsidies, liberties and advantages including those relating to privileges, powers, facilities of every kind and description of whatsoever nature and the benefits thereto pertaining to the E-Commerce Business;
- (d) all contracts, agreements, purchase orders/service orders, operation and maintenance contracts, memoranda of understanding, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, minutes of meetings, bids, tenders, expression of interest, letter of intent, hire and purchase arrangements, lease/licence agreements, tenancy rights, agreements/panchnamas for right of way, equipment purchase agreements, agreement with customers, purchase and other agreements with the supplier/manufacturer of

goods/service providers, other arrangements, undertakings, deeds, bonds, schemes, concession agreements, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether written, oral or otherwise and all rights, title, interests, claims and benefits thereunder pertaining to the E-Commerce Business;

- (e) all applications, including hardware, software, licenses, source codes (including any copies thereof), scripts, registrations, goodwill, licenses, trademarks, trade names, service marks, copyrights, patents, patent rights, copyrights, domain names, designs, intellectual property rights (whether owned, licensed or otherwise, and whether registered or unregistered), trade secrets, research and studies, technical knowhow, confidential information and rights of any description and nature whatsoever, perpetual right to use any other intellectual property of NSI having used in the E-Commerce Business;

- (f) all rights to use and avail telephones, telexes, 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 NSI pertaining to or in connection with or relating to NSI in respect of the E-Commerce 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 NSI and pertaining to the E-Commerce Business;

- (g) all books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), test reports, computer programmes, drawings, manuals, data, databases including databases for procurement, commercial and management, catalogues, quotations, sales and advertising materials, product registrations, dossiers, product master cards, lists of present and former customers and suppliers including service providers, other customer information, customer credit information, customer/supplier pricing information, and all other books and records, whether in physical or electronic form that pertain to the E-Commerce Business;
- (h) investments in shares, debentures and other securities held by NSI in relation to the E-Commerce Business;
- (i) all debts, liabilities including contingent liabilities, duties, Taxes and obligations of NSI in relation to and pertaining to the E-Commerce Business;
- (j) all employees of NSI employed/engaged in and relatable to the E-Commerce Business as on the Effective Date; and
- (k) all legal or other proceedings of whatsoever nature that pertain to the E-Commerce Business

Explanation:

In case of any question that may arise as to whether any particular asset or liability and/or employee pertains or does not pertain to the E-Commerce Business or whether it arises out of the activities or operations of the E-Commerce Business, the same shall be decided by mutual agreement between Board of Directors of NSI and Suvidhaa.

- 1.10 **“Effective Date”** means the date on which the certified copy of the order of NCLT under Sections 230 to 232 read with Section 66 and other applicable provisions of the Companies Act, 2013 sanctioning the Scheme is filed with the Registrar of Companies, Gujarat, at Ahmedabad;
- 1.11 **“Encumbrances”** means (i) any charge, lien (statutory or other), or mortgage, any easement, encroachment, right of way, right of first refusal or other encumbrance or security interest securing any obligation of any Person; (ii) pre-emption right, option, right to acquire, right to set off or other third party right or claim of any kind, including any restriction on use, voting, selling, assigning, pledging, hypothecating, or creating a security interest in, place in trust (voting or otherwise), receipt of income or exercise; or (iii) any equity, assignments hypothecation, title retention, restriction, power of sale or other type of preferential arrangements; or (iv) any agreement to create any of the above; the term **“Encumber”** shall be construed accordingly;
- 1.12 **“Existing Stock Option Schemes – Infibeam”** means the ‘Employee Stock Option Plan 2013-14’ and the ‘Employee Stock Option Plan 2014-15’ and the ‘Infibeam Employee Stock Option Plan 2019-20’ approved by the Board of Infibeam on 13 February 2013, 27 February 2014 and 29 June 2019 respectively;

- 1.13 **“Governmental Authority”** shall mean any national, state, provincial, local or similar government, governmental, statutory, regulatory or administrative authority, government department, agency, commission, board, branch, tribunal or court or other entity authorized to make Laws, rules, regulations, standards, requirements, procedures or to pass directions or orders having the force of Law, or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of Law, or any stock exchange of India;
- 1.14 **“Infibeam”** or **“Demerged Company 1”** means Infibeam Avenues Limited (formerly known as Infibeam Incorporation Limited), a public company incorporated with limited liability under the provisions of the Companies Act, 1956 with its registered office at 28th Floor, GIFT Two Building, Block No. 56, Road-5C, Zone-5, GIFT CITY, Gandhinagar – 382 355, Gujarat, India;
- 1.15 **“Law”** means any applicable central, provincial, local or other law including all applicable provisions of all (a) constitutions, decrees, treaties, statutes, laws (including the common law), codes, notifications, rules, regulations, policies, guidelines, circulars, directions, directives, ordinances or orders of any Governmental Authority, statutory authority, court, tribunal having jurisdiction over the Companies; (b) Permits; (c) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Governmental Authority having jurisdiction over the Companies; and (d) Taxes;
- 1.16 **“LODR”** means the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended from time to time;

- 1.17 **“NCLT”** means the National Company Law Tribunal, Bench at Ahmedabad, which has jurisdiction in relation to Infibeam, Suvidhaa, DRC and NSI;
- 1.18 **“NSI”** or **“Demerged Company 2”** means NSI Infinium Global Limited, a public company incorporated with limited liability under the provisions of the Companies Act, 1956 with its registered office at 27th Floor, GIFT Two Building, Block No. 56, Road-5C, Zone-5, GIFT CITY, Gandhinagar – 382 355, Gujarat, India;
- 1.19 **“Record Date”** means the date to be fixed by the Board of Directors of Suvidhaa and DRC for the purpose of determining the shareholders of Infibeam and NSI, as the case may be, to whom shares of Suvidhaa and DRC shall be allotted pursuant to Demerger under this Scheme;
- 1.20 **“Remaining Business”**:
- i) with respect to Infibeam means all business activities of Infibeam other than the SME E-Commerce Services Undertaking and Themepark & Event Software Undertaking; and
 - ii) with respect to NSI means all business activities of NSI other than E-Commerce Business Undertaking
- 1.21 **“Resulting Companies”** shall mean Suvidhaa and DRC;
- 1.22 **“RoC”** means the Registrar of Companies, Gujarat;
- 1.23 **“Scheme”** means this scheme of arrangement including any modification or amendment hereto, made in accordance with the terms hereof;

- 1.24 **“SEBI”** means the Securities and Exchange Board of India;
- 1.25 **“SEBI Circular”** means the circular no. CFD/DIL3/CIR/2017/21 dated 10th day of March 2017 issued by SEBI, and any amendments thereof, modifications issued pursuant to regulations 11, 37, 94 and other applicable regulations of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015;
- 1.26 **“SME E-Commerce Services Business Funds”** shall have the meaning set forth in Clause 10.2;
- 1.27 **“SME E-Commerce Services Undertaking”** means all the businesses, undertakings, activities, properties, investments and liabilities, of whatsoever nature and kind and wheresoever situated, pertaining to SME E-Commerce Services Business (which includes Infibeam’s strategic investments in NSI), including the following:
- (a) all immovable properties, if any, i.e. land together with the buildings and structures standing thereon (whether freehold, leasehold, leave and licensed, right of way, tenancies or otherwise) currently being used for the purpose of and in relation to the SME E-Commerce Services Business and all documents (including panchnamas, declarations, receipts) of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interest in connection with the said immovable properties;
 - (b) all assets, as are movable in nature pertaining to and in relation to the SME E-Commerce Services Business, whether present or future or contingent, tangible or intangible, in possession or

reversion, corporeal or incorporeal (including electrical fittings, furniture, fixtures, appliances, accessories, office equipments, communication facilities, installations and inventory), actionable claims, current assets, earnest monies and sundry debtors, financial assets, outstanding loans and advances, recoverable in cash or in kind or for value to be received, provisions, receivables, funds, cash and bank balances and deposits including accrued interest thereto with Governmental Authority, banks, customers and other persons, the benefits of any bank guarantees, performance guarantees and tax related assets, including but not limited to goods and service tax input credits, value added/sales tax/entry tax credits or set-offs, advance tax, tax deducted at source, tax refunds and minimum alternate tax credit;

- (c) all permits, licenses, permissions including municipal permissions, right of way, approvals, clearances, consents, benefits, registrations, rights, entitlements, credits, certificates, awards, sanctions, allotments, quotas, no objection certificates, exemptions, concessions, subsidies, liberties and advantages including those relating to privileges, powers, facilities of every kind and description of whatsoever nature and the benefits thereto pertaining to the SME E-Commerce Services Business;
- (d) all contracts, agreements, purchase orders/service orders, operation and maintenance contracts, memoranda of understanding, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, minutes of meetings, bids, tenders, expression of interest, letter of intent, hire and purchase arrangements, lease/licence agreements, tenancy rights, agreements/panchnamas for right of way, equipment purchase agreements, agreement with customers, purchase and other agreements with the supplier/manufacturer of

goods/service providers, other arrangements, undertakings, deeds, bonds, schemes, concession agreements, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether written, oral or otherwise and all rights, title, interests, claims and benefits thereunder pertaining to the SME E-Commerce Services Business;

- (e) all applications, including hardware, software, licenses, source codes (including any copies thereof), scripts, registrations, goodwill, licenses, trademarks, trade names, service marks, copyrights, patents, patent rights, copyrights, domain names, designs, intellectual property rights (whether owned, licensed or otherwise, and whether registered or unregistered), trade secrets, research and studies, technical knowhow, confidential information and rights of any description and nature whatsoever, perpetual right to use any other intellectual property of Infibeam having used in the SME E-Commerce Services Business;
- (f) all rights to use and avail telephones, telexes, 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 Infibeam pertaining to or in connection with or relating to Infibeam in respect of the SME E-Commerce 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 Infibeam and pertaining to the SME E-Commerce Services Business;

- (g) all books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), test reports, computer programmes, drawings, manuals, data, databases including databases for procurement, commercial and management, catalogues, quotations, sales and advertising materials, product registrations, dossiers, product master cards, lists of present and former customers and suppliers including service providers, other customer information, customer credit information, customer/supplier pricing information, and all other books and records, whether in physical or electronic form that pertain to the SME E-Commerce Services Business;
- (h) investments in shares, debentures and other securities held by Infibeam in relation to the SME E-Commerce Services Business;
- (i) all debts, liabilities including contingent liabilities, duties, Taxes and obligations of Infibeam in relation to and pertaining to the SME E-Commerce Services Business;
- (j) all employees of Infibeam employed/engaged in and relatable to the SME E-Commerce Services Business as on the Effective Date; and
- (k) all legal or other proceedings of whatsoever nature that pertain to the SME E-Commerce Services Business

Explanation:

In case of any question that may arise as to whether any particular asset or liability and/or employee pertains or does not pertain to the SME E-Commerce Services Business or whether it arises out of the activities or operations of the SME E-Commerce Services Business, the same shall be decided by mutual agreement between Board of Directors of Infibeam and Suvidhaa.

- 1.28 **“Stock Exchanges”** means National Stock Exchange of India Limited (NSE) and the BSE Limited (BSE) collectively;
- 1.29 **“Suvidhaa” or “Resulting Company 1”** means Suvidhaa Infoserve Limited, a public company incorporated with limited liability under the provisions of the Companies Act, 1956 with its registered office at Unit No 02, 28th Floor, GIFT-II Building, Block No. 56, Road-5C, Zone-5, Gift City Gandhinagar, Gandhinagar - 382355, Gujarat, India;
- 1.30 **“Tax”** means all forms of taxes and statutory, governmental, state, central, provincial, local governmental or municipal impositions, duties, contributions and levies and whether levied by reference to income, profits, book profits, gains, net wealth, asset values, turnover, added value or otherwise and shall further include payments in respect of or on account of tax, whether by way of deduction at source, advance tax, minimum alternate tax or otherwise or attributable directly or primarily to the Demerged Companies or the Resulting Companies or any other person and all penalties, charges, costs and interest relating thereto;
- 1.31 **“Themepark & Event Software Business Funds”** shall have the meaning set forth in Clause 36.2;

1.32 **“Themepark & Event Software Undertaking”** means all the businesses, undertakings, activities, properties, investments and liabilities, of whatsoever nature and kind and wheresoever situated, pertaining to Themepark & Event Software Business, including the following:

- (a) all immovable properties, if any, i.e. land together with the buildings and structures standing thereon (whether freehold, leasehold, leave and licensed, right of way, tenancies or otherwise) currently being used for the purpose of and in relation to the Themepark & Event Software Business and all documents (including panchnamas, declarations, receipts) of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interest in connection with the said immovable properties;
- (b) all assets, as are movable in nature pertaining to and in relation to the Themepark & Event Software Business, whether present or future or contingent, tangible or intangible, in possession or reversion, corporeal or incorporeal (including electrical fittings, furniture, fixtures, appliances, accessories, office equipments, communication facilities, installations and inventory), actionable claims, current assets, earnest monies and sundry debtors, financial assets, outstanding loans and advances, recoverable in cash or in kind or for value to be received, provisions, receivables, funds, cash and bank balances and deposits including accrued interest thereto with Governmental Authority, banks, customers and other persons, the benefits of any bank guarantees, performance guarantees and tax related assets, including but not limited to goods and service tax input credits, value added/sales tax/entry tax credits or set-offs, advance tax, tax deducted at source, tax refunds and minimum alternate tax credit;

- (c) all permits, licenses, permissions including municipal permissions, right of way, approvals, clearances, consents, benefits, registrations, rights, entitlements, credits, certificates, awards, sanctions, allotments, quotas, no objection certificates, exemptions, concessions, subsidies, liberties and advantages including those relating to privileges, powers, facilities of every kind and description of whatsoever nature and the benefits thereto pertaining to the Themepark & Event Software Business;
- (d) all contracts, agreements, purchase orders/service orders, operation and maintenance contracts, memoranda of understanding, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, minutes of meetings, bids, tenders, expression of interest, letter of intent, hire and purchase arrangements, lease/licence agreements, tenancy rights, agreements/panchnamas for right of way, equipment purchase agreements, agreement with customers, purchase and other agreements with the supplier/manufacture 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 written, oral or otherwise and all rights, title, interests, claims and benefits thereunder pertaining to the Themepark & Event Software Business;
- (e) all applications, including hardware, software, licenses, source codes (including any copies thereof), scripts, registrations, goodwill, licenses, trademarks, trade names, service marks, copyrights, patents, patent rights, copyrights, domain names, designs, intellectual property rights (whether owned, licensed or otherwise, and whether registered or unregistered), trade secrets, research and studies, technical knowhow, confidential

information and rights of any description and nature whatsoever, perpetual right to use any other intellectual property of Infibeam having used in the Themepark & Event Software Business;

- (f) all rights to use and avail telephones, telexes, 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 Infibeam pertaining to or in connection with or relating to Infibeam in respect of the Themepark & Event Software 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 Infibeam and pertaining to the Themepark & Event Software Business;

- (g) all books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), test reports, computer programmes, drawings, manuals, data, databases including databases for procurement, commercial and management, catalogues, quotations, sales and advertising materials, product registrations, dossiers, product master cards, lists of present and former customers and suppliers including service providers, other customer information, customer credit information, customer/supplier pricing information, and all other books and records, whether in physical or electronic form that pertain to the Themepark & Event Software Business;

- (h) investments in shares, debentures and other securities held by Infibeam in relation to the Themepark & Event Software Business;
- (i) all debts, liabilities including contingent liabilities, duties, Taxes and obligations of Infibeam in relation to and pertaining to the Themepark & Event Software Business;
- (j) all employees of Infibeam employed/engaged in and relatable to the Themepark & Event Software Business as on the Effective Date; and
- (k) all legal or other proceedings of whatsoever nature that pertain to the Themepark & Event Software Business

Explanation:

In case of any question that may arise as to whether any particular asset or liability and/or employee pertains or does not pertain to the Themepark & Event Software Business or whether it arises out of the activities or operations of the Themepark & Event Software Business, the same shall be decided by mutual agreement between Board of Directors of Infibeam and DRC.

Any terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, Securities Contract Regulation Act, 1956, Depositories Act, 1996, other applicable Laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

2. INTERPRETATION

In this Scheme, unless the context otherwise requires:

- 2.1 words denoting singular shall include plural and vice versa and references to any gender includes the other gender;
- 2.2 headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- 2.3 references to the word “include” or “including” shall be construed without limitation;
- 2.4 a reference to an article, clause, section, paragraph or schedule is, unless indicated to the contrary, a reference to an article, clause, section, paragraph or schedule of this Scheme;
- 2.5 references to the words “hereof”, “herein” and “hereunder” and words of similar import shall refer to this Scheme as a whole and not to any particular provision of this Scheme;
- 2.6 reference to any law or legislation or regulation shall include amendment(s), circulars, notifications, clarifications or supplement(s) to, or replacement or amendment of, that law or legislation or regulation;
- 2.7 reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- 2.8 word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed to them;
- 2.9 references to a person include any individual, firm, body corporate (whether incorporated or not), government, state or agency of a state

or any joint venture, association, partnership, works council or employee representatives' body (whether or not having separate legal personality); and

2.10 where a wider construction is possible, the words “other” and “otherwise” shall not be construed *ejusdem generis* with any forgoing words.

3. SHARE CAPITAL

3.1 The share capital of Infibeam as on 31st day of March 2019 was as under:

| Particulars | Amount (in Rs.) |
|-------------------------------------------------------------------------------------|------------------------|
| Authorised Share Capital | |
| 89,75,00,000 equity shares of Re. 1 each | 89,75,00,000 |
| 2,50,000 0.01% Cumulative Compulsorily Convertible Preference Shares of Rs. 10 each | 25,00,000 |
| Total | 90,00,00,000 |
| Issued Capital | |
| 66,33,92,240 equity shares of Re. 1 each | 66,33,92,240 |
| Total | 66,33,92,240 |
| Subscribed and Paid Up Capital | |
| 66,33,92,240 equity shares of Re. 1 each | 66,33,92,240 |
| Total | 66,33,92,240 |

Subsequent to the above date, there has been no change in the authorised, issued, subscribed and paid up share capital of Infibeam till the date of approval of the Scheme by the Board of Infibeam.

Infibeam has outstanding employee stock options under its existing stock options schemes and share warrants, the exercise of which shall result in an increase in the issued and paid-up share capital of Infibeam.

- 3.2 The share capital of Suvidhaa as on 31st day of March 2019 was as under:

| Particulars | Amount (in Rs.) |
|---------------------------------------------|---------------------|
| Authorised Share Capital | |
| 14,00,00,000 equity shares of Re. 1 each | 14,00,00,000 |
| 1,00,00,000 Preference Shares of Re. 1 each | 1,00,00,000 |
| Total | 15,00,00,000 |
| Issued Capital | |
| 10,53,01,885 equity shares of Re. 1 each | 10,53,01,885 |
| Total | 10,53,01,885 |
| Subscribed and Paid Up Capital | |
| 10,53,01,885 equity shares of Re. 1 each | 10,53,01,885 |
| Total | 10,53,01,885 |

Subsequent to the above date, Suvidhaa has issued 5,00,000 shares. Post issuance of shares, the revised share capital of Suvidhaa is as under:

| Particulars | Amount (in Rs.) |
|---------------------------------------------|---------------------|
| Authorised Share Capital | |
| 14,00,00,000 equity shares of Re. 1 each | 14,00,00,000 |
| 1,00,00,000 Preference Shares of Re. 1 each | 1,00,00,000 |
| Total | 15,00,00,000 |

| Particulars | Amount (in Rs.) |
|------------------------------------------|---------------------|
| Issued Capital | |
| 10,58,01,885 equity shares of Re. 1 each | 10,58,01,885 |
| Total | 10,58,01,885 |
| Subscribed and Paid Up Capital | |
| 10,58,01,885 equity shares of Re. 1 each | 10,58,01,885 |
| Total | 10,58,01,885 |

Suvidhaa has outstanding employee stock options under its existing stock options schemes, the exercise of which shall result in an increase in the issued and paid-up share capital of Suvidhaa.

3.3 The share capital of DRC as on 31st day of March 2019 was as under:

| Particulars | Amount (in Rs.) |
|----------------------------------------|--------------------|
| Authorised Share Capital | |
| 30,00,000 equity shares of Rs. 10 each | 3,00,00,000 |
| Total | 3,00,00,000 |
| Issued Capital | |
| 13,50,000 equity shares of Rs. 10 each | 1,35,00,000 |
| Total | 1,35,00,000 |
| Subscribed and Paid Up Capital | |
| 13,50,000 equity shares of Rs. 10 each | 1,35,00,000 |
| Total | 1,35,00,000 |

Subsequent to the above date, DRC has issued 9,00,000 equity shares of Rs. 10 each as bonus shares to its shareholders. Post issuance of shares, the revised share capital of DRC is as under:

| Particulars | Amount (in Rs.) |
|----------------------------------------|------------------------|
| Authorised Share Capital | |
| 30,00,000 equity shares of Rs. 10 each | 3,00,00,000 |
| Total | 3,00,00,000 |
| Issued Capital | |
| 22,50,000 equity shares of Rs. 10 each | 2,25,00,000 |
| Total | 2,25,00,000 |
| Subscribed and Paid Up Capital | |
| 22,50,000 equity shares of Rs. 10 each | 2,25,00,000 |
| Total | 2,25,00,000 |

3.4 The share capital of NSI as on 31st day of March 2019 was as under:

| Particulars | Amount (in Rs.) |
|----------------------------------------|------------------------|
| Authorised Share Capital | |
| 10,00,000 equity shares of Rs. 10 each | 1,00,00,000 |
| Total | 1,00,00,000 |
| Issued Capital | |
| 18,293 equity shares of Rs. 10 each | 1,82,930 |
| Total | 1,82,930 |
| Subscribed and Paid Up Capital | |
| 18,293 equity shares of Rs. 10 each | 1,82,930 |
| Total | 1,82,930 |

Subsequent to the above date, there has been no change in the authorised, issued, subscribed and paid up share capital of NSI till the date of approval of the Scheme by the Board of NSI.

4. DATE OF TAKING EFFECT AND IMPLEMENTATION OF THIS SCHEME

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

PART B

DEMERGER OF SME E-COMMERCE SERVICES UNDERTAKING OF INFIBEAM AND ITS VESTING IN SUVIDHAA

5. TRANSFER OF ASSETS

- 5.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the SME E-Commerce Services Undertaking (including all the assets, rights, claims, title, interest and authorities including accretions and appurtenances of the SME E-Commerce Services Undertaking) shall, subject to the provisions of this Clause in relation to the mode of transfer and vesting and pursuant to Sections 230 to 232 read with Section 66 and other applicable provisions of the Act and without any further act, instrument or deed, be demerged from Infibeam and be transferred to and vested in and be deemed to have been demerged from Infibeam and transferred to and vested in Suvidhaa as a going concern so as to become as and from the Appointed Date, the assets, rights, claims, title, interest and authorities of Suvidhaa, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or financial institutions.
- 5.2 In respect of such of the assets of the SME E-Commerce Services Undertaking as are movable in nature or are otherwise capable of transfer by delivery or possession, or by endorsement and / or delivery, the same shall be so transferred by Infibeam, upon the coming into effect of this Scheme, and shall become the property of Suvidhaa as an integral part of the SME E-Commerce Services Undertaking with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 read with Section 66 and other applicable provisions of the Act without requiring any deed or

instrument of conveyance for transfer of the same, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or financial institutions.

- 5.3 In respect of movables other than those dealt with in Clause 5.2 above including sundry debts, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Governmental Authority, quasi- governmental authority, local or other authority or body or with any company or other person, the same shall on and from the Appointed Date stand transferred to and vested in Suvidhaa without any notice or other intimation to the debtors.
- 5.4 Suvidhaa may without being obliged and if it so deems appropriate at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or depositor, as the case may be, that the said debt, loan, advance, balance or deposit stands transferred and vested in Suvidhaa.
- 5.5 In respect of such of the assets belonging to the SME E-Commerce Services Undertaking other than those referred to in Clause 5.2 and 5.3 above, the same shall, as more particularly provided in Clause 5.1 above, without any further act, instrument or deed, be demerged from Infibeam and transferred to and vested in and/or be deemed to be demerged from Infibeam and transferred to and vested in Suvidhaa upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 read with Section 66 and other applicable provisions of the Act. For the purpose of giving effect to the vesting order passed under Section 230 to 232 read with Section 66 and other applicable provisions of the Act in respect of the Scheme, Suvidhaa shall be entitled to exercise all

the rights and privileges and be liable to pay all Taxes and charges and fulfil all its obligations, in relation to or applicable to all such immovable properties, including mutation and/or substitution of the title to, or interest in the immovable properties which shall be made and duly recorded by the Governmental Authority(ies) in favour of Suvidhaa pursuant to the sanction of the Scheme by the NCLT and upon the effectiveness of this Scheme in accordance with the terms hereof without any further act or deed to be done or executed by Infibeam and/or Suvidhaa. It is clarified that Suvidhaa shall be entitled to engage in such correspondence and make such representations, as may be necessary for the purposes of the aforesaid mutation and/or substitution.

Notwithstanding any provision to the contrary, from the Effective Date and until the owned properties, leasehold properties and related rights thereto, license/right to use the immovable property, tenancy rights, liberties and special status are transferred, vested, recorded, effected and/or perfected, in the record of the Governmental Authority, in favour of Suvidhaa, Suvidhaa shall be deemed to be authorized to carry on the business in the name and style of Infibeam under the relevant agreement, deed, lease and/or license, as the case may be, and Suvidhaa shall keep a record and/or account of such transactions.

- 5.6 All assets, rights, title, interest and investments of Infibeam in relation to the SME E-Commerce Services Undertaking shall also, without any further act, instrument or deed stand transferred to and vested in and be deemed to have been transferred to and vested in Suvidhaa upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 read with Section 66 and other applicable provisions of the Act.

- 5.7 Without prejudice to the generality of the foregoing, upon the effectiveness of this Scheme, Suvidhaa will be entitled to all the intellectual property rights of Infibeam in relation to the SME E-Commerce Services Undertaking. Suvidhaa may take such actions as may be necessary and permissible to get the same transferred and/or registered in the name of Suvidhaa.
- 5.8 Any asset acquired by Infibeam after the Appointed Date but prior to the Effective Date pertaining to the SME E-Commerce Services Undertaking shall upon the coming into effect of this Scheme also without any further act, instrument or deed stand transferred to and vested in or be deemed to have been transferred to or vested in Suvidhaa upon the coming into effect of this Scheme.
- 5.9 For the avoidance of doubt, upon the coming into effect of this Scheme, all the rights, title, interest and claims of Infibeam in any leasehold/licensed properties in relation to the SME E-Commerce Services Undertaking shall, pursuant to Section 232 (4) and other applicable provisions of the Act, be transferred to and vested in or be deemed to have been transferred to and vested in Suvidhaa automatically without requirement of any further act or deed.
- 5.10 On and from the Effective Date, and thereafter, Suvidhaa shall be entitled to operate the bank accounts of Infibeam, in relation to or in connection with the SME E-Commerce Services Undertaking, and realize all monies and complete and enforce all pending contracts and transactions and to accept stock returns, if any, and issue credit notes in relation to or in connection with the SME E-Commerce Services Undertaking of Infibeam, in the name of Suvidhaa in so far as may be necessary until the transfer of rights and obligations of the SME E-Commerce Services Undertaking to Suvidhaa under this

Scheme have been formally given effect to under such contracts and transactions.

- 5.11 All the Taxes, if any, paid or payable by Infibeam after the Appointed Date and specifically pertaining to SME E-Commerce Services Undertaking shall be treated as paid or payable by Suvidhaa and Suvidhaa shall be entitled to claim all the credit, refund or adjustment for the same as may be applicable.
- 5.12 Suvidhaa shall be entitled to get credit/claim refund regarding any Tax paid and/or tax deduction at source certificates, pertaining to the SME E-Commerce Services Undertaking.
- 5.13 If Infibeam is entitled to any unutilized credits (including balances or advances), benefits under the incentive schemes and policies including tax holiday or concessions relating to the SME E-Commerce Services Undertaking under any Tax Laws or applicable Laws, Suvidhaa shall be entitled as an integral part of the Scheme to claim such benefit or incentives or unutilized credits as the case may be without any specific approval or permission.
- 5.14 Without prejudice to the generality of the above, all benefits including under Tax Laws, to which Infibeam, in relation to or in connection with the SME E-Commerce Services Undertaking, is entitled to in terms of the applicable Tax Laws, including, but not limited to advances recoverable in cash or kind or for value, and deposits with any Governmental Authority or any third party/entity, shall be available to, and vest in, Suvidhaa.

5.15 For avoidance of doubt and without prejudice to the generality of the applicable provisions of the Scheme, it is clarified that with effect from the Effective Date and till such time that the name of bank accounts of Infibeam, in relation to or in connection with the SME E-Commerce Services Undertaking, has been replaced with that of Suvidhaa, Suvidhaa shall be entitled to operate the bank account of Infibeam, in relation to or in connection with the SME E-Commerce Services Undertaking, in the name of Infibeam in so far as may be necessary. All cheques and other negotiable instruments, payment orders received or presented for encashment, which is in the name of Infibeam, in relation to or in connection with the SME E-Commerce Services Undertaking, after the Effective Date shall be accepted by the bankers of Suvidhaa and credited to the account of Suvidhaa, if presented by Suvidhaa. Suvidhaa shall be allowed to maintain bank accounts in the name of Infibeam for such time as may be determined to be necessary by Suvidhaa for presentation and deposition of cheques and pay orders that have been issued in the name of Infibeam, in relation to or in connection with the SME E-Commerce Services Undertaking. It is hereby expressly clarified that any legal proceedings by or against Infibeam, in relation to or in connection with the SME E-Commerce Services Undertaking, in relation to the cheques and other negotiable instruments, payment orders received or presented for encashment, which is in the name of Infibeam shall be instituted, or as the case may be, continued by or against Suvidhaa after the coming into effect of this Scheme.

6. TRANSFER OF CONTRACTS, DEEDS, ETC.

6.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to SME E-Commerce Services Undertaking, to which Infibeam is a party or to the benefit of which Infibeam may be eligible,

and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect against or in favour, as the case may be, of Suvidhaa and may be enforced as fully and effectually as if, instead of Infibeam, Suvidhaa had been a party or beneficiary or obligee thereto.

- 6.2 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the SME E-Commerce Services Undertaking occurs by virtue of this Scheme itself, Suvidhaa 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, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which Infibeam is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. Suvidhaa shall be deemed to be authorized to execute any such writings on behalf of Infibeam and to carry out or perform all such formalities or compliances referred to above on part of Infibeam.
- 6.3 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of Infibeam in relation to the SME E-Commerce Services Undertaking shall stand transferred to Suvidhaa as if the same were originally given by, issued to or executed in favour of Suvidhaa, and Suvidhaa shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to Suvidhaa. Suvidhaa shall make applications to any Governmental Authority as may be necessary in this behalf.

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

7. TRANSFER OF LIABILITIES

7.1 Upon the coming into effect of this Scheme, all debts, liabilities, loans raised and used, obligations incurred, duties of any kind, nature or description (including contingent liabilities which arise out of the activities or operations of the SME E-Commerce Services Undertaking) of Infibeam as on the Appointed Date and relatable to the SME E-Commerce Services Undertaking ("Transferred Liabilities") shall, without any further act, instrument or deed, be and stand transferred to and be deemed to be transferred to Suvidhaa to the extent that they are outstanding as on the Effective Date and shall become the debts, liabilities, loans, obligations and duties of Suvidhaa which shall meet, discharge and satisfy the same. The term "Transferred Liabilities" shall include:

- (i) the liabilities which arise out of the activities or operations of the SME E-Commerce Services Undertaking;
- (ii) the specific loans or borrowings raised, incurred and utilized solely for the activities or operations of the SME E-Commerce Services Undertaking; and

- (iii) in cases other than those referred to in Clause 7.1(i) or Clause 7.1(ii) above, so much of the amounts of liabilities as may be decided by the Board of directors of Infibeam and Suvidhaa which would be in compliance with the provisions of Section 2(19AA) of the Income-tax Act, 1961.
- 7.2 Where any of the loans raised and used, debts, liabilities, duties and obligations of Infibeam as on the Appointed Date deemed to be transferred to Suvidhaa have been discharged by Infibeam on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of Suvidhaa.
- 7.3 Upon the coming into effect of this Scheme, all loans raised and used and all debts, liabilities, duties and obligations incurred by Infibeam for the operations of the SME E-Commerce Services Undertaking with effect from the Appointed Date and prior to the Effective Date, subject to the terms of this Scheme, shall be deemed to have been raised, used or incurred for and on behalf of Suvidhaa and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to and be deemed to be transferred to Suvidhaa and shall become the loans, debts, liabilities, duties and obligations of Suvidhaa.
- 7.4 In so far as the existing Encumbrances in respect of the Transferred Liabilities are concerned, such Encumbrances shall, without any further act, instrument or deed be modified and shall be extended to and shall operate only over the assets comprised in the SME E-Commerce Services Undertaking which have been Encumbered in respect of the Transferred Liabilities as transferred to Suvidhaa pursuant to this Scheme. Provided that if any of the assets comprised in the SME E-Commerce Services Undertaking which are being

transferred to Suvidhaa pursuant to this Scheme have not been Encumbered in respect of the Transferred Liabilities, such assets shall remain unencumbered and the existing Encumbrances referred to above shall not be extended to and shall not operate over such assets. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.

7.5 For the avoidance of doubt, it is hereby clarified that in so far as the assets comprising the Remaining Business are concerned, subject to Clause 7.4, the Encumbrances over such assets relating to the Transferred Liabilities shall, as and from the Effective Date without any further act, instrument or deed be released and discharged from the obligations and Encumbrances relating to the same. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above. Further, in so far as the assets comprised in the SME E-Commerce Services Undertaking are concerned, the Encumbrances over such assets relating to any loans, borrowings or debentures or other debts or debt securities which are not transferred pursuant to this Scheme (and which shall continue with Infibeam), shall without any further act or deed be released from such Encumbrances and shall no longer be available as security in relation to such liabilities.

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

- 7.7 Upon the coming into effect of this Scheme, Suvidhaa alone shall be liable to perform all obligations in respect of the Transferred Liabilities, which have been transferred to it in terms of this Scheme, and Infibeam shall not have any obligations in respect of such Transferred Liabilities. However, Infibeam shall extend necessary cooperation in this regard.
- 7.8 It is expressly provided that, save as mentioned in this Clause 7, no other term or condition of the liabilities transferred to Suvidhaa as part of the Scheme is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.
- 7.9 The provisions of this Clause shall be subject to the clauses contained in any instrument, deed or writing or the terms of sanction or issue or any security document entered into between Infibeam and Suvidhaa, if any.

8. LEGAL, TAXATION AND OTHER PROCEEDINGS

- 8.1 Upon the coming into effect of this Scheme, all legal, taxation or other proceedings, of whatsoever nature (including before any statutory or quasi-judicial authority or tribunal), by or against Infibeam and relating to the SME E-Commerce Services Undertaking, under any statute, whether pending on the Appointed Date or which may be instituted any time thereafter, shall be continued and enforced by or against Suvidhaa after the Effective Date. Infibeam shall in no event be responsible or liable in relation to any such legal or other proceedings against Suvidhaa. Suvidhaa shall be added as party to such proceedings and shall prosecute or defend such proceedings in co-operation with Infibeam.

- 8.2 If proceedings are taken against Infibeam in respect of the matters referred to in Clause 8.1 above, it shall defend the same in accordance with the advice of Suvidhaa and at the cost of Suvidhaa, and the latter shall reimburse and indemnify Infibeam against all liabilities and obligations incurred by Infibeam in respect thereof.
- 8.3 Suvidhaa undertakes to have all legal or other proceedings initiated by or against Infibeam referred to in Clause 8.1 above transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against Suvidhaa to the exclusion of Infibeam. Each of the Companies shall make relevant applications in that behalf.

9. PERMITS

- 9.1 With effect from the Appointed Date, Permits relating to the SME E-Commerce Services Undertaking shall be transferred to and vested in Suvidhaa and the concerned licensor and grantors of such Permits shall endorse where necessary, and record Suvidhaa on such Permits so as to empower and facilitate the approval and vesting of the SME E-Commerce Services Undertaking in Suvidhaa and continuation of operations pertaining to the SME E-Commerce Services Undertaking in Suvidhaa without any hindrance, and shall stand transferred to and vested in and shall be deemed to be transferred to and vested in Suvidhaa without any further act or deed and shall be appropriately mutated by the Governmental Authorities concerned therewith in favour of Suvidhaa as if the same were originally given by, issued to or executed in favour of Suvidhaa and Suvidhaa shall be bound by the terms thereof, the obligations and duties thereunder and the rights and benefits under the same shall be available to Suvidhaa.
- 9.2 The benefit of all Permits pertaining to the SME E-Commerce Services Undertaking shall without any other order to this effect, transfer and

vest into and become available to Suvidhaa pursuant to the sanction of this Scheme.

10. EMPLOYEES

10.1 Upon the coming into effect of this Scheme, the Employees in relation to the SME E-Commerce Services Undertaking of Infibeam shall become the employees of Suvidhaa with effect from the Effective Date, and, subject to the provisions hereof, on terms and conditions not less favourable than those on which they are employed by Infibeam in the SME E-Commerce Services Undertaking and without any interruption of, or break in, service as a result of the transfer of the SME E-Commerce Services Undertaking. Suvidhaa agrees that for the purpose of payment of any compensation, gratuity and other terminal benefits, the past services of the Employees of the SME E-Commerce Services Undertaking with Infibeam shall also be taken into account, and agrees and undertakes to pay the same as and when payable.

10.2 In so far as the existing provident fund, gratuity fund and pension and/or superannuation fund, trusts, retirement fund or benefits and any other funds or benefits created by Infibeam for the employees related to the SME E-Commerce Services Undertaking, (collectively referred to as the “SME E-Commerce Services Business Funds”), the SME E-Commerce Services Business Funds and such of the investments made by the SME E-Commerce Services Business Funds which are referable to the employees related to the SME E-Commerce Services Undertaking, being transferred to Suvidhaa, in terms of the Scheme shall be transferred to Suvidhaa and shall be held for their benefit pursuant to this Scheme in the manner provided hereinafter. The SME E-Commerce Services Business Funds shall, subject to the necessary approvals and permissions and at the discretion of Suvidhaa, either be continued as separate funds of Suvidhaa for the benefit of the employees related to the SME E-Commerce Services

Undertaking, or be transferred to and merged with other similar funds of Suvidhaa. In the event that Suvidhaa does not have its own funds in respect of any of the above, Suvidhaa may, subject to necessary approvals and permissions, continue to contribute to relevant funds of Infibeam, until such time that Suvidhaa creates its own fund, at which time the SME E-Commerce Services Business Funds and the investments and contributions pertaining to the employees related to the SME E-Commerce Services Undertaking, shall be transferred to the funds created by Suvidhaa. Subject to the relevant law, rules and regulations applicable to the SME E-Commerce Services Business Funds, the Board of Directors or any committee thereof of Infibeam and Suvidhaa may decide to continue to make the said contributions to the Funds of Infibeam. It is clarified that the services of the employees of the SME E-Commerce Services Undertaking, will be treated as having been continuous and not interrupted for the purpose of the said fund or funds.

10.3 Any question that may arise as to whether any employee belongs to or does not belong to the SME E-Commerce Services Undertaking shall be decided by the Board or Committee thereof of Infibeam and Suvidhaa.

10.4 Stock Options:

- a) The stock options granted by Infibeam under the Existing Stock Option Schemes - Infibeam to the employees who shall be transferred as part of the SME E-Commerce Services Undertaking, which have not been exercised (irrespective of whether the same are vested or not) and are outstanding, may be accelerated such that the stock options are vested up to 7 (seven) days prior to the Effective Date or such other date as may be determined by the relevant committee of the Board of Infibeam and may be exercised from the vesting date up to 3 (three)

days after the Effective Date, failing which, such options as remain unexercised on that date shall lapse.

- b) The stock options granted by Infibeam under the Existing Stock Option Schemes – Infibeam to the employees who form part of the Remaining Business of Infibeam and who shall not be transferred to Suvidhaa, which have not been exercised (irrespective of whether the same are vested or not) and are outstanding, shall continue on the existing terms and conditions, except for such modifications/adjustments as may be deemed appropriate (including by issue of new/ additional options and/ or adjustment to the exercise price) by the Nomination & Remuneration Committee of Infibeam and payment of appropriate compensation as determined by the Nomination & Remuneration Committee of Infibeam in order to provide for reduction in intrinsic value of Infibeam, in accordance with the provisions of the Existing Stock Option Schemes – Infibeam and applicable Law.
- c) The relevant committee of the Board of Infibeam shall make appropriate amendments to the Existing Stock Option Schemes – Infibeam, if required, to provide for the modifications/adjustments (as may be deemed appropriate by such committee including by issue of new/ additional options and/ or adjustment to the exercise price) and payment of appropriate compensation to the employees who shall be part of the Remaining Business of Infibeam, as may be determined based on the recommendation of such committee of the Board of Infibeam, in order to provide for reduction in intrinsic value of Infibeam. The modifications / adjustments, if any, to the Existing Stock Option Schemes – Infibeam required to effect the treatment set out above shall be effected as an integral part of the Scheme and the approval granted to the Scheme by the shareholders shall also be deemed to be their approval for such modification or adjustments to

the stock options pursuant to the Existing Stock Option Schemes – Infibeam required under Applicable Law, including under Section 62 of the Act and the SEBI (Share Based Employee Benefits) Regulations, 2014. No further approval of the shareholders of Infibeam or any other person would be required in this connection.

- d) The Board of Directors of Infibeam / such other committee of the Board of Infibeam shall take such actions and execute such further documents as may be necessary or desirable for the purpose of giving effect to the provisions of this clause.

11. CONSIDERATION

- 11.1 Upon the coming into effect of this Scheme and in consideration of the transfer and vesting of the SME E-Commerce Services Undertaking into Suvidhaa pursuant to the provisions of this Scheme, Suvidhaa shall, without any further act or deed, issue and allot to each shareholder of Infibeam, whose name is recorded in the register of members and records of the depositories as members of Infibeam, on the Record Date in the following ratio:

197 (One Hundred Ninety-Seven) equity shares of Re. 1/- (Rupee One Only) each of Suvidhaa credited as fully paid-up for every 1,500 (One Thousand Five Hundred) equity shares of Re. 1/- (Rupee One Only) each held by such shareholder in Infibeam

It is clarified that no shares shall be issued by Suvidhaa in respect of the shares held by Suvidhaa or any of its subsidiary companies, if any, in Infibeam.

- 11.2 The equity shares to be issued and allotted as provided in Clause 11.1 above shall be subject to the provisions of the Memorandum and

Articles of Association of Suvidhaa and shall rank *pari-passu* in all respects with the then existing equity shares of Suvidhaa after the Record Date including with respect to dividend, bonus entitlement, rights' shares' entitlement, voting rights and other corporate benefits.

- 11.3 In case any shareholder's shareholding in Infibeam is such that such shareholder becomes entitled to a fraction of an equity share of Suvidhaa, Suvidhaa shall not issue fractional shares to such shareholder but shall consolidate such fractions and issue and allot the consolidated shares directly to a trustee nominated by the Board of Directors of Suvidhaa in that behalf, who shall sell such shares in the market at such price or prices and on such time or times as the trustee may in its sole discretion decide and on such sale, shall pay to Suvidhaa, the net sale proceeds (after deduction of applicable taxes and other expenses incurred), whereupon Suvidhaa shall, subject to withholding tax, if any, distribute such sale proceeds to the concerned shareholders of Infibeam in proportion to their respective fractional entitlements.
- 11.4 The equity shares to be issued pursuant to Clause 11.1 above shall be issued in dematerialized form only by Suvidhaa. The shareholders of Infibeam shall be required to provide details as required thereof by Suvidhaa for such issuance of shares in dematerialized form. In the event that a shareholder of Infibeam holds equity shares of Infibeam in physical form or if any shareholder has not provided the requisite details relating to his/her/its account with a depository participant or other confirmations as may be required or if the details furnished by any shareholder do not permit electronic credit of the shares of Suvidhaa, then Suvidhaa shall issue equity shares in demat form to a trustee nominated by the Board of Directors of Suvidhaa in that behalf, who shall hold such shares for and on behalf of such shareholder or shareholders.

- 11.5 The equity shares to be issued by Suvidhaa pursuant to this Scheme, in respect of such of the equity shares of Infibeam which are held in abeyance under the applicable provisions of the Act or otherwise shall, pending allotment or settlement of dispute by order of court or otherwise, also be kept in abeyance by Suvidhaa.
- 11.6 The equity shares issued pursuant to Clause 11.1, which Suvidhaa is unable to allot due to applicable Laws (including, without limitation, the non receipt of approvals of Governmental Authority as required under applicable Law) or any regulations or otherwise shall, pending allotment, be held in abeyance by Suvidhaa and shall be dealt with in the manner as may be permissible under the applicable Law and deemed fit by the Board of Directors of Suvidhaa including to enable allotment and sale of such equity shares to a trustee as mentioned in Clause 11.3 above and thereafter make distributions of the net sales proceeds in lieu thereof (after deduction of taxes and expenses incurred) to the eligible shareholders of Infibeam, in proportion to their entitlements as per the process specified in Clause 11.3 above. If the above cannot be effected for any reason, Suvidhaa shall ensure that this does not delay implementation of the Scheme; and shall, take all such appropriate actions as may be necessary under applicable Law. Suvidhaa and/or the depository shall enter into such further documents and take such further actions as may be necessary or appropriate in this regard and to enable actions contemplated therein.
- 11.7 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholders of Infibeam, the Board of Directors of Infibeam shall be empowered prior to or even subsequent to the Record Date, to effectuate such transfers in Infibeam as if such changes in registered holders were operative as on the Record Date, in order to remove any difficulties arising to the transferors of the shares in relation to the shares issued by Suvidhaa. The Board of Directors of

Infibeam shall be empowered to remove such difficulties that may arise in the course of implementation of this Scheme and registration of new shareholders in Suvidhaa on account of difficulties faced in the transition period.

- 11.8 The issue and allotment of equity shares by Suvidhaa to the members of Infibeam as provided in this Scheme is an integral part thereof and shall be deemed to have been carried out under the orders passed by the Tribunal without requiring any further act or deed on the part of Suvidhaa as if the procedure laid down under the Act and such other applicable Laws as may be applicable were duly complied with. It is clarified that the approval of the members and creditors of Suvidhaa to this Scheme shall be deemed to be their consent / approval for the issue and allotment of equity shares.
- 11.9 In the event that the Companies alter their equity share capital, including but not limited to, by way of share split / consolidation / further issue of shares in any manner whatsoever during the pendency of the Scheme, the share exchange ratio as per Clause 11.1 above, shall be adjusted accordingly to take into account the effect of any such actions unless otherwise decided by the Board of directors of Infibeam and Suvidhaa. It is clarified that the approval of the members of Companies to the Scheme shall be deemed to be their consent / approval also to the adjusted share exchange ratio as per this clause.
- 11.10 Suvidhaa shall, if and to the extent required to, apply for and obtain any approvals from the Governmental Authorities including Reserve Bank of India, for the issue and allotment of equity shares by Suvidhaa to the shareholders of Infibeam.

- 11.11 Suvidhaa shall, if necessary and to the extent required, increase its authorized share capital to facilitate issue of shares under the Scheme. It is clarified that the approval of the members of Suvidhaa to the Scheme shall be deemed to be their consent / approval also to the alteration of the Memorandum and Articles of Association of Suvidhaa as required under Section 13, 14, 61, 64 and other applicable provisions of the Act.
- 11.12 The equity shares issued pursuant to Clause 11.1 shall, in compliance with the applicable regulations, be listed and admitted to trading on the Stock Exchanges pursuant to this Scheme and the SEBI Circular. Suvidhaa shall make all requisite applications and shall otherwise comply with the provisions of the SEBI Circular and applicable Law and take all steps to procure the listing of the equity shares issued by it pursuant to Clause 11.1 above.
- 11.13 Suvidhaa shall enter into such arrangements and give such confirmations and / or undertakings as may be necessary in accordance with applicable Law for complying with the formalities of the Stock Exchanges.
- 11.14 The shares allotted by Suvidhaa pursuant to the Scheme shall remain frozen in the depositories system till listing/trading permission is given by the designated stock exchange.
- 11.15 There shall be no change in the shareholding pattern or control in Suvidhaa between the Record Date and the listing which may affect the status of the approval.

12. ACCOUNTING TREATMENT IN THE BOOKS OF INFIBEAM AND CAPITAL REDUCTION

- 12.1 Upon the coming into effect of this Scheme, Infibeam shall account for the transfer and vesting of the SME E-Commerce Services Undertaking in its books of account as per the applicable accounting principles prescribed under the Indian Accounting Standards (Ind AS) or such other accounting principles as may be applicable or prescribed under Section 133 of the Act read with relevant rules issued thereunder.
- 12.2 Upon the Scheme coming into effect, Reserves (including Securities Premium, if required) of Infibeam may be adjusted in accordance with the applicable Ind AS notified under Section 133 of the Act as may be decided by the Board of Directors of Infibeam in consultation with their auditors.
- 12.3 The reduction, if any, in securities premium account of Infibeam pursuant to the above clause shall be effected as an integral part of the Scheme and the order of NCLT sanctioning the Scheme shall be deemed to be also the order under Section 52 read with Section 66 and other applicable provisions of the Companies Act, 2013 for the purpose of confirming the reduction. The reduction would not involve either a diminution of liability in respect of unpaid share capital or payment of paid-up share capital.
- 12.4 The consent of the shareholders of Infibeam to this Scheme shall be deemed to be the consent of its shareholders for the purposes of effecting the above reduction under the provisions of Section 52 read with Section 66 and other applicable provisions of the Companies Act, 2013 and no further resolution under Section 52 read with Section 66 and other applicable provisions of the Companies Act, 2013 would be required to be passed separately.

- 12.5 Notwithstanding anything above, Infibeam shall not be required to add “And Reduced” as suffix to its name.

13. ACCOUNTING TREATMENT IN THE BOOKS OF SUVIDHAA

- 13.1 Upon the coming into effect of this Scheme, Suvidhaa shall account for the transfer and vesting of the SME E-Commerce Services Undertaking in its books of account as per the applicable accounting principles prescribed under the Indian Accounting Standards (Ind AS) or such other accounting principles as may be applicable or prescribed under Section 133 of the Act read with relevant rules issued thereunder.

- 13.2 The amount of inter-corporate balances and investments, if any, between the SME E-Commerce Services Undertaking and Suvidhaa will stand cancelled without any further act or deed and there shall be no further obligation/ outstanding in that behalf.

14. CONDUCT OF BUSINESS BY INFIBEAM UNTIL THE EFFECTIVE DATE

- 14.1 With effect from the Appointed Date and up to and including the Effective Date, Infibeam shall carry on the business and activities of the SME E-Commerce Services Undertaking with reasonable diligence, business prudence and shall not except in the ordinary course of business or without prior written consent of Suvidhaa, alienate, charge, mortgage, encumber or otherwise deal with or dispose of the SME E-Commerce Services Undertaking or part thereof.
- 14.2 With effect from the Appointed Date and up to and including the Effective Date:
- 14.2.1 Infibeam shall carry on and be deemed to have carried on the business and activities pertaining to SME E-Commerce Services Undertaking and shall hold and stand possessed of and shall be

deemed to hold and stand possessed of all its estates, assets, rights, title, interest, authorities, contracts, investments and strategic decisions pertaining to SME E-Commerce Services Undertaking for and on account of, and in trust for, Suvidhaa;

- 14.2.2 All profits and income pertaining to SME E-Commerce Services Undertaking accruing or arising to Infibeam, and losses and expenditure pertaining to SME E-Commerce Services Undertaking arising or incurred by it (including Taxes, if any, accruing or paid in relation to any profits or income) for the period commencing from the Appointed Date shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure (including Taxes), as the case may be, of Suvidhaa;
- 14.2.3 Any rights, powers, authorities or privileges pertaining to SME E-Commerce Services Undertaking exercised by Infibeam shall be deemed to have been exercised by Infibeam for and on behalf of, and in trust for and as an agent of Suvidhaa. Similarly, any of the obligations, duties and commitments pertaining to SME E-Commerce Services Undertaking that have been undertaken or discharged by Infibeam shall be deemed to have been undertaken for and on behalf of and as an agent for Suvidhaa;
- 14.2.4 All Taxes (including, without limitation, income tax, wealth tax, sales tax, excise duty, customs duty, goods and service tax, service tax, VAT, etc.) pertaining to SME E-Commerce Services Undertaking paid or payable by Infibeam in respect of the operations and/or the profits pertaining to SME E-Commerce Services Undertaking of Infibeam before the Appointed Date, shall be on account of Infibeam and, insofar as it relates to the tax payment (including, without limitation, income tax, wealth tax, sales tax, excise duty, customs duty, goods and service tax, service tax, VAT, etc.), whether by way of deduction at

source, advance tax or otherwise howsoever, by Infibeam in respect of the profits or activities or operation pertaining to SME E-Commerce Services Undertaking of Infibeam with effect from the Appointed Date, the same shall be deemed to be the corresponding item paid by Suvidhaa and, shall, in all proceedings, be dealt with accordingly;

14.2.5 Infibeam shall not vary the terms and conditions of service of the employees pertaining to SME E-Commerce Services Undertaking or conclude settlements with unions or employees, except in the ordinary course of business or consistent with past practice or pursuant to any pre-existing obligation without the prior written consent of the Board of Directors of Suvidhaa; and

14.2.6 Suvidhaa shall be entitled, pending the sanction of the Scheme, to apply to any governmental authority, if required, under any law for such consents and approvals which Suvidhaa may require to carry on the business pertaining to SME E-Commerce Services Undertaking of Infibeam.

14.3 With effect from the date of approval of this Scheme by the respective Board of Directors of Infibeam and Suvidhaa, Infibeam shall notify Suvidhaa in writing as soon as reasonably practicable of any matter, circumstance, act or omission which is or may be a breach of Clause 14.

15. REMAINING BUSINESS OF INFIBEAM

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

15.2 All legal, taxation or other proceedings of whatsoever nature (including before any statutory or quasi-judicial authority or tribunal) by or against Infibeam under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, and in each case relating to the Remaining Business (including those relating to any property, right, power, liability, obligation or duties of Infibeam in respect of the Remaining Business) shall be continued and enforced by or against Infibeam.

15.3 If proceedings are taken against Suvidhaa in respect of matters referred to above relating to the Remaining Undertaking, it shall defend the same in accordance with the advice of Infibeam and at the cost of Infibeam, and the latter shall reimburse and indemnify Suvidhaa, against all liabilities and obligations incurred by Suvidhaa in respect thereof.

15.4 If proceedings are taken against Infibeam in respect of matters referred to above relating to the SME E-Commerce Services Undertaking, it shall defend the same in accordance with the advice of Suvidhaa and at the cost of Suvidhaa, and the latter shall reimburse and indemnify Infibeam, against all liabilities and obligations incurred by Infibeam in respect thereof.

15.5 Up to and including the Effective Date:

- (i) Infibeam shall carry on and shall be deemed to have been carrying on all business and activities relating to the Remaining Business for and on its own behalf;
- (ii) all profits accruing to Infibeam or losses arising or incurred by it (including the effect of Taxes, if any, thereon) relating to the

Remaining Business shall, for all purposes, be treated as the profits or losses, as the case may be, of Infibeam; and

- (iii) all assets and properties acquired by Infibeam in relation to the Remaining Business on and after the Appointed Date shall belong to and continue to remain vested in Infibeam.

16. SAVING OF CONCLUDED TRANSACTIONS

- 16.1 Subject to the terms of the Scheme, the transfer of the SME E-Commerce Services Undertaking into Suvidhaa and the continuance of legal proceedings by or against Suvidhaa under Clause 8 above shall not affect any transaction or proceedings already concluded by Infibeam for the SME E-Commerce Services Undertaking until the Effective Date, to the end and intent that Suvidhaa accepts and adopts all acts, deeds and things done and executed by Infibeam for the SME E-Commerce Services Undertaking in respect thereto as acts, deeds and things made, done and executed by or on behalf of Suvidhaa.

17. OTHER CLAUSE

- 17.1 The provisions contained here in Part B of this Scheme shall be subject to the provisions contained in Agreement which may be entered into between Infibeam, NSI and Suvidhaa.
- 17.2 It is hereby stated that the promoter / promoter group of Infibeam, Infibeam or any of its subsidiary, associate or group concern will not be regarded as promoter / promoter group in Suvidhaa upon the scheme coming into effect.

PART C

DEMERGER OF E-COMMERCE BUSINESS UNDERTAKING OF NSI AND ITS VESTING IN SUVIDHAA

18. TRANSFER OF ASSETS

- 18.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the E-Commerce Business Undertaking (including all the assets, rights, claims, title, interest and authorities including accretions and appurtenances of the E-Commerce Business Undertaking) shall, subject to the provisions of this Clause in relation to the mode of transfer and vesting and pursuant to Sections 230 to 232 and other applicable provisions of the Act and without any further act, instrument or deed, be demerged from NSI and be transferred to and vested in and be deemed to have been demerged from NSI and transferred to and vested in Suvidhaa as a going concern so as to become as and from the Appointed Date, the assets, rights, claims, title, interest and authorities of Suvidhaa, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or financial institutions.
- 18.2 In respect of such of the assets of the E-Commerce Business Undertaking as are movable in nature or are otherwise capable of transfer by delivery or possession, or by endorsement and / or delivery, the same shall be so transferred by NSI, upon the coming into effect of this Scheme, and shall become the property of Suvidhaa as an integral part of the E-Commerce Business Undertaking with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Act without requiring any deed or instrument of conveyance for transfer of the

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

- 18.3 In respect of movables other than those dealt with in Clause 18.2 above including sundry debts, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Governmental Authority, quasi- governmental authority, local or other authority or body or with any company or other person, the same shall on and from the Appointed Date stand transferred to and vested in Suvidhaa without any notice or other intimation to the debtors.
- 18.4 Suvidhaa may without being obliged and if it so deems appropriate at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or depositor, as the case may be, that the said debt, loan, advance, balance or deposit stands transferred and vested in Suvidhaa.
- 18.5 In respect of such of the assets belonging to the E-Commerce Business Undertaking other than those referred to in Clause 18.2 and 18.3 above, the same shall, as more particularly provided in Clause 18.1 above, without any further act, instrument or deed, be demerged from NSI and transferred to and vested in and/or be deemed to be demerged from NSI and transferred to and vested in Suvidhaa upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Act. For the purpose of giving effect to the vesting order passed under Section 230 to 232 and other applicable provisions of the Act in respect of the Scheme, Suvidhaa shall be entitled to exercise all the rights and privileges and be liable to pay all Taxes and charges and fulfil all its obligations, in relation to

or applicable to all such immovable properties, including mutation and/or substitution of the title to, or interest in the immovable properties which shall be made and duly recorded by the Governmental Authority(ies) in favour of Suvidhaa pursuant to the sanction of the Scheme by the NCLT and upon the effectiveness of this Scheme in accordance with the terms hereof without any further act or deed to be done or executed by NSI and/or Suvidhaa. It is clarified that Suvidhaa shall be entitled to engage in such correspondence and make such representations, as may be necessary for the purposes of the aforesaid mutation and/or substitution.

Notwithstanding any provision to the contrary, from the Effective Date and until the owned properties, leasehold properties and related rights thereto, license/right to use the immovable property, tenancy rights, liberties and special status are transferred, vested, recorded, effected and/or perfected, in the record of the Governmental Authority, in favour of Suvidhaa, Suvidhaa shall be deemed to be authorized to carry on the business in the name and style of NSI under the relevant agreement, deed, lease and/or license, as the case may be, and Suvidhaa shall keep a record and/or account of such transactions.

18.6 All assets, rights, title, interest and investments of NSI in relation to the E-Commerce Business Undertaking shall also, without any further act, instrument or deed stand transferred to and vested in and be deemed to have been transferred to and vested in Suvidhaa upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Act.

18.7 Without prejudice to the generality of the foregoing, upon the effectiveness of this Scheme, Suvidhaa will be entitled to all the

intellectual property rights of NSI in relation to the E-Commerce Business Undertaking. Suvidhaa may take such actions as may be necessary and permissible to get the same transferred and/or registered in the name of Suvidhaa.

18.8 Any asset acquired by NSI after the Appointed Date but prior to the Effective Date pertaining to the E-Commerce Business Undertaking shall upon the coming into effect of this Scheme also without any further act, instrument or deed stand transferred to and vested in or be deemed to have been transferred to or vested in Suvidhaa upon the coming into effect of this Scheme.

18.9 For the avoidance of doubt, upon the coming into effect of this Scheme, all the rights, title, interest and claims of NSI in any leasehold/licensed properties in relation to the E-Commerce Business Undertaking shall, pursuant to Section 232 (4) and other applicable provisions of the Act, be transferred to and vested in or be deemed to have been transferred to and vested in Suvidhaa automatically without requirement of any further act or deed.

18.10 On and from the Effective Date, and thereafter, Suvidhaa shall be entitled to operate the bank accounts of NSI, in relation to or in connection with the E-Commerce Business Undertaking, and realize all monies and complete and enforce all pending contracts and transactions and to accept stock returns, if any, and issue credit notes in relation to or in connection with the E-Commerce Business Undertaking of NSI, in the name of Suvidhaa in so far as may be necessary until the transfer of rights and obligations of the E-Commerce Business Undertaking to Suvidhaa under this Scheme have been formally given effect to under such contracts and transactions.

- 18.11 All the Taxes, if any, paid or payable by NSI after the Appointed Date and specifically pertaining to E-Commerce Business Undertaking shall be treated as paid or payable by Suvidhaa and Suvidhaa shall be entitled to claim all the credit, refund or adjustment for the same as may be applicable.
- 18.12 Suvidhaa shall be entitled to get credit/claim refund regarding any Tax paid and/or tax deduction at source certificates, pertaining to the E-Commerce Business Undertaking.
- 18.13 If NSI is entitled to any unutilized credits (including balances or advances), benefits under the incentive schemes and policies including tax holiday or concessions relating to the E-Commerce Business Undertaking under any Tax Laws or applicable Laws, Suvidhaa shall be entitled as an integral part of the Scheme to claim such benefit or incentives or unutilized credits as the case may be without any specific approval or permission.
- 18.14 Without prejudice to the generality of the above, all benefits including under Tax Laws, to which NSI, in relation to or in connection with the E-Commerce Business Undertaking, is entitled to in terms of the applicable Tax Laws, including, but not limited to advances recoverable in cash or kind or for value, and deposits with any Governmental Authority or any third party/entity, shall be available to, and vest in, Suvidhaa.
- 18.15 For avoidance of doubt and without prejudice to the generality of the applicable provisions of the Scheme, it is clarified that with effect from the Effective Date and till such time that the name of bank accounts of NSI, in relation to or in connection with the E-Commerce Business Undertaking, has been replaced with that of Suvidhaa, Suvidhaa shall

be entitled to operate the bank account of NSI, in relation to or in connection with the E-Commerce Business Undertaking, in the name of NSI in so far as may be necessary. All cheques and other negotiable instruments, payment orders received or presented for encashment, which is in the name of NSI, in relation to or in connection with the E-Commerce Business Undertaking, after the Effective Date shall be accepted by the bankers of Suvidhaa and credited to the account of Suvidhaa, if presented by Suvidhaa. Suvidhaa shall be allowed to maintain bank accounts in the name of NSI for such time as may be determined to be necessary by Suvidhaa for presentation and deposition of cheques and pay orders that have been issued in the name of NSI, in relation to or in connection with the E-Commerce Business Undertaking. It is hereby expressly clarified that any legal proceedings by or against NSI, in relation to or in connection with the E-Commerce Business Undertaking, in relation to the cheques and other negotiable instruments, payment orders received or presented for encashment, which is in the name of NSI shall be instituted, or as the case may be, continued by or against Suvidhaa after the coming into effect of this Scheme.

19. TRANSFER OF CONTRACTS, DEEDS, ETC.

- 19.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to E-Commerce Business Undertaking, to which NSI is a party or to the benefit of which NSI may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect against or in favour, as the case may be, of Suvidhaa and may be enforced as fully and effectually as if, instead of NSI, Suvidhaa had been a party or beneficiary or obligee thereto.

19.2 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the E-Commerce Business Undertaking occurs by virtue of this Scheme itself, Suvidhaa 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, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which NSI is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. Suvidhaa shall be deemed to be authorized to execute any such writings on behalf of NSI and to carry out or perform all such formalities or compliances referred to above on part of NSI.

19.3 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of NSI in relation to the E-Commerce Business Undertaking shall stand transferred to Suvidhaa as if the same were originally given by, issued to or executed in favour of Suvidhaa, and Suvidhaa shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to Suvidhaa. Suvidhaa shall make applications to any Governmental Authority as may be necessary in this behalf.

19.4 Without prejudice to the aforesaid, it is clarified that if any assets (estate, claims, rights, title, interest in or authorities relating to such assets) or any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the E-Commerce Business Undertaking which NSI owns or to which NSI is a party to, cannot be transferred to Suvidhaa for any reason

whatsoever, NSI shall hold such asset or contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of Suvidhaa, insofar as it is permissible so to do, till such time as the transfer is effected.

20. TRANSFER OF LIABILITIES

20.1 Upon the coming into effect of this Scheme, all debts, liabilities, loans raised and used, obligations incurred, duties of any kind, nature or description (including contingent liabilities which arise out of the activities or operations of the E-Commerce Business Undertaking) of NSI as on the Appointed Date and relatable to the E-Commerce Business Undertaking ('Transferred Liabilities') shall, without any further act, instrument or deed, be and stand transferred to and be deemed to be transferred to Suvidhaa to the extent that they are outstanding as on the Effective Date and shall become the debts, liabilities, loans, obligations and duties of Suvidhaa which shall meet, discharge and satisfy the same. The term "Transferred Liabilities" shall include:

- (i) the liabilities which arise out of the activities or operations of the E-Commerce Business Undertaking;
- (ii) the specific loans or borrowings raised, incurred and utilized solely for the activities or operations of the E-Commerce Business Undertaking; and
- (iii) in cases other than those referred to in Clause 20.1(i) or Clause 20.1(ii) above, so much of the amounts of liabilities as may be decided by the Board of directors of NSI and Suvidhaa which would be in compliance with the provisions of Section 2(19AA) of the Income-tax Act, 1961.

- 20.2 Where any of the loans raised and used, debts, liabilities, duties and obligations of NSI as on the Appointed Date deemed to be transferred to Suvidhaa have been discharged by NSI on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of Suvidhaa.
- 20.3 Upon the coming into effect of this Scheme, all loans raised and used and all debts, liabilities, duties and obligations incurred by NSI for the operations of the E-Commerce Business Undertaking with effect from the Appointed Date and prior to the Effective Date, subject to the terms of this Scheme, shall be deemed to have been raised, used or incurred for and on behalf of Suvidhaa and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to and be deemed to be transferred to Suvidhaa and shall become the loans, debts, liabilities, duties and obligations of Suvidhaa.
- 20.4 In so far as the existing Encumbrances in respect of the Transferred Liabilities are concerned, such Encumbrances shall, without any further act, instrument or deed be modified and shall be extended to and shall operate only over the assets comprised in the E-Commerce Business Undertaking which have been Encumbered in respect of the Transferred Liabilities as transferred to Suvidhaa pursuant to this Scheme. Provided that if any of the assets comprised in the E-Commerce Business Undertaking which are being transferred to Suvidhaa pursuant to this Scheme have not been Encumbered in respect of the Transferred Liabilities, such assets shall remain unencumbered and the existing Encumbrances referred to above shall not be extended to and shall not operate over such assets. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.

- 20.5 For the avoidance of doubt, it is hereby clarified that in so far as the assets comprising the Remaining Business are concerned, subject to Clause 20.4, the Encumbrances over such assets relating to the Transferred Liabilities shall, as and from the Effective Date without any further act, instrument or deed be released and discharged from the obligations and Encumbrances relating to the same. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above. Further, in so far as the assets comprised in the E-Commerce Business Undertaking are concerned, the Encumbrances over such assets relating to any loans, borrowings or debentures or other debts or debt securities which are not transferred pursuant to this Scheme (and which shall continue with NSI), shall without any further act or deed be released from such Encumbrances and shall no longer be available as security in relation to such liabilities.
- 20.6 Without prejudice to the provisions of the foregoing Clauses and upon the effectiveness of the Scheme, NSI and Suvidhaa shall execute any instrument(s) and/or document(s) and/or do all the acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the RoC to give formal effect to the above provisions, if required.
- 20.7 Upon the coming into effect of this Scheme, Suvidhaa alone shall be liable to perform all obligations in respect of the Transferred Liabilities, which have been transferred to it in terms of this Scheme, and NSI shall not have any obligations in respect of such Transferred Liabilities. However, NSI shall extend necessary cooperation in this regard.

20.8 It is expressly provided that, save as mentioned in this Clause 20, no other term or condition of the liabilities transferred to Suvidhaa as part of the Scheme is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.

20.9 The provisions of this Clause shall be subject to the clauses contained in any instrument, deed or writing or the terms of sanction or issue or any security document entered into between NSI and Suvidhaa, if any.

21. LEGAL, TAXATION AND OTHER PROCEEDINGS

21.1 Upon the coming into effect of this Scheme, all legal, taxation or other proceedings, of whatsoever nature (including before any statutory or quasi-judicial authority or tribunal), by or against NSI and relating to the E-Commerce Business Undertaking, under any statute, whether pending on the Appointed Date or which may be instituted any time thereafter, shall be continued and enforced by or against Suvidhaa after the Effective Date. NSI shall in no event be responsible or liable in relation to any such legal or other proceedings against Suvidhaa. Suvidhaa shall be added as party to such proceedings and shall prosecute or defend such proceedings in co-operation with NSI.

21.2 If proceedings are taken against NSI in respect of the matters referred to in Clause 21.1 above, it shall defend the same in accordance with the advice of Suvidhaa and at the cost of Suvidhaa, and the latter shall reimburse and indemnify NSI against all liabilities and obligations incurred by NSI in respect thereof.

21.3 Suvidhaa undertakes to have all legal or other proceedings initiated by or against NSI referred to in Clause 21.1 above transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against Suvidhaa

to the exclusion of NSI. Each of the Companies shall make relevant applications in that behalf.

22. PERMITS

22.1 With effect from the Appointed Date, Permits relating to the E-Commerce Business Undertaking shall be transferred to and vested in Suvidhaa and the concerned licensor and grantors of such Permits shall endorse where necessary, and record Suvidhaa on such Permits so as to empower and facilitate the approval and vesting of the E-Commerce Business Undertaking in Suvidhaa and continuation of operations pertaining to the E-Commerce Business Undertaking in Suvidhaa without any hindrance, and shall stand transferred to and vested in and shall be deemed to be transferred to and vested in Suvidhaa without any further act or deed and shall be appropriately mutated by the Governmental Authorities concerned therewith in favour of Suvidhaa as if the same were originally given by, issued to or executed in favour of Suvidhaa and Suvidhaa shall be bound by the terms thereof, the obligations and duties thereunder and the rights and benefits under the same shall be available to Suvidhaa.

22.2 The benefit of all Permits pertaining to the E-Commerce Business Undertaking shall without any other order to this effect, transfer and vest into and become available to Suvidhaa pursuant to the sanction of this Scheme.

23. EMPLOYEES

23.1 Upon the coming into effect of this Scheme, the Employees in relation to the E-Commerce Business Undertaking of NSI shall become the employees of Suvidhaa with effect from the Effective Date, and, subject to the provisions hereof, on terms and conditions not less favourable than those on which they are employed by NSI in the E-Commerce Business Undertaking and without any interruption of, or

break in, service as a result of the transfer of the E-Commerce Business Undertaking. Suvidhaa agrees that for the purpose of payment of any compensation, gratuity and other terminal benefits, the past services of the Employees of the E-Commerce Business Undertaking with NSI shall also be taken into account, and agrees and undertakes to pay the same as and when payable.

- 23.2 In so far as the existing provident fund, gratuity fund and pension and/or superannuation fund, trusts, retirement fund or benefits and any other funds or benefits created by NSI for the employees related to the E-Commerce Business Undertaking, (collectively referred to as the “E-Commerce Business Funds”), the E-Commerce Business Funds and such of the investments made by the E-Commerce Business Funds which are referable to the employees related to the E-Commerce Business Undertaking, being transferred to Suvidhaa, in terms of the Scheme shall be transferred to Suvidhaa and shall be held for their benefit pursuant to this Scheme in the manner provided hereinafter. The E-Commerce Business Funds shall, subject to the necessary approvals and permissions and at the discretion of Suvidhaa, either be continued as separate funds of Suvidhaa for the benefit of the employees related to the E-Commerce Business Undertaking, or be transferred to and merged with other similar funds of Suvidhaa. In the event that Suvidhaa does not have its own funds in respect of any of the above, Suvidhaa may, subject to necessary approvals and permissions, continue to contribute to relevant funds of NSI, until such time that Suvidhaa creates its own fund, at which time the E-Commerce Business Funds and the investments and contributions pertaining to the employees related to the E-Commerce Business Undertaking, shall be transferred to the funds created by Suvidhaa. Subject to the relevant law, rules and regulations applicable to the E-Commerce Business Funds, the Board of Directors or any committee thereof of NSI and Suvidhaa may decide to continue to make the said contributions to the Funds of NSI. It is clarified that

the services of the employees of the E-Commerce Business Undertaking, will be treated as having been continuous and not interrupted for the purpose of the said fund or funds.

23.3 Any question that may arise as to whether any employee belongs to or does not belong to the E-Commerce Business Undertaking shall be decided by the Board or Committee thereof of NSI and Suvidhaa.

23.4 Stock Options:

- a) The stock options granted by Infibeam under the Existing Stock Option Schemes – Infibeam to the employees of NSI, which have not been exercised (irrespective of whether the same are vested or not) and are outstanding, may be accelerated such that the stock options are vested up to 7 (seven) days prior to the Effective Date or such other date as may be determined by the relevant committee of the Board of Infibeam / NSI and may be exercised from the vesting date up to 3 (three) days after the Effective Date, failing which, such options as remain unexercised on that date shall lapse.
- b) The Board of Directors of Infibeam / NSI / such other committee of the Board of Infibeam / NSI shall take such actions and execute such further documents as may be necessary or desirable for the purpose of giving effect to the provisions of this clause.

24. CONSIDERATION

24.1 Upon the coming into effect of this Scheme and in consideration of the transfer and vesting of the E-Commerce Business Undertaking into Suvidhaa pursuant to the provisions of this Scheme, Suvidhaa shall, without any further act or deed, issue and allot to each shareholder of NSI, whose name is recorded in the register of members and records

of the depositories as members of NSI, on the Record Date in the following ratio:

1,10,229 (One Lac Ten Thousand Two Hundred Twenty-Nine) equity shares of Re. 1/- (Rupee One Only) each of Suvidhaa credited as fully paid-up for every 20 (Twenty) equity shares of Rs. 10/- (Rupees Ten Only) each held by such shareholder in NSI

It is clarified that no shares shall be issued by Suvidhaa in respect of the shares held by Suvidhaa or any of its subsidiary companies, if any, in NSI.

24.2 The equity shares to be issued and allotted as provided in Clause 24.1 above shall be subject to the provisions of the Memorandum and Articles of Association of Suvidhaa and shall rank *pari-passu* in all respects with the then existing equity shares of Suvidhaa after the Record Date including with respect to dividend, bonus entitlement, rights' shares' entitlement, voting rights and other corporate benefits.

24.3 In case any shareholder's shareholding in NSI is such that such shareholder becomes entitled to a fraction of an equity share of Suvidhaa, Suvidhaa shall not issue fractional shares to such shareholder but shall consolidate such fractions and issue and allot the consolidated shares directly to a trustee nominated by the Board of Directors of Suvidhaa in that behalf, who shall sell such shares in the market at such price or prices and on such time or times as the trustee may in its sole discretion decide and on such sale, shall pay to Suvidhaa, the net sale proceeds (after deduction of applicable taxes and other expenses incurred), whereupon Suvidhaa shall, subject to withholding tax, if any, distribute such sale proceeds to the concerned

shareholders of NSI in proportion to their respective fractional entitlements.

- 24.4 The equity shares to be issued pursuant to Clause 24.1 above shall be issued in dematerialized form only by Suvidhaa. The shareholders of NSI shall be required to provide details as required thereof by Suvidhaa for such issuance of shares in dematerialized form. In the event that a shareholder of NSI holds equity shares of NSI in physical form or if any shareholder has not provided the requisite details relating to his/her/its account with a depository participant or other confirmations as may be required or if the details furnished by any shareholder do not permit electronic credit of the shares of Suvidhaa, then Suvidhaa shall issue equity shares in demat form to a trustee nominated by the Board of Directors of Suvidhaa in that behalf, who shall hold such shares for and on behalf of such shareholder or shareholders.
- 24.5 The equity shares to be issued by Suvidhaa pursuant to this Scheme, in respect of such of the equity shares of NSI which are held in abeyance under the applicable provisions of the Act or otherwise shall, pending allotment or settlement of dispute by order of court or otherwise, also be kept in abeyance by Suvidhaa.
- 24.6 The equity shares issued pursuant to Clause 24.1, which Suvidhaa is unable to allot due to applicable Laws (including, without limitation, the non receipt of approvals of Governmental Authority as required under applicable Law) or any regulations or otherwise shall, pending allotment, be held in abeyance by Suvidhaa and shall be dealt with in the manner as may be permissible under the applicable Law and deemed fit by the Board of Directors of Suvidhaa including to enable allotment and sale of such equity shares to a trustee as mentioned in Clause 24.3 above and thereafter make distributions of the net sales

proceeds in lieu thereof (after deduction of taxes and expenses incurred) to the eligible shareholders of NSI, in proportion to their entitlements as per the process specified in Clause 24.3 above. If the above cannot be effected for any reason, Suvidhaa shall ensure that this does not delay implementation of the Scheme; and shall, take all such appropriate actions as may be necessary under applicable Law. Suvidhaa and/or the depository shall enter into such further documents and take such further actions as may be necessary or appropriate in this regard and to enable actions contemplated therein.

24.7 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholders of NSI, the Board of Directors of NSI shall be empowered prior to or even subsequent to the Record Date, to effectuate such transfers in NSI as if such changes in registered holders were operative as on the Record Date, in order to remove any difficulties arising to the transferors of the shares in relation to the shares issued by Suvidhaa. The Board of Directors of NSI shall be empowered to remove such difficulties that may arise in the course of implementation of this Scheme and registration of new shareholders in Suvidhaa on account of difficulties faced in the transition period.

24.8 The issue and allotment of equity shares by Suvidhaa to the members of NSI as provided in this Scheme is an integral part thereof and shall be deemed to have been carried out under the orders passed by the Tribunal without requiring any further act or deed on the part of Suvidhaa as if the procedure laid down under the Act and such other applicable Laws as may be applicable were duly complied with. It is clarified that the approval of the members and creditors of Suvidhaa to this Scheme shall be deemed to be their consent / approval for the issue and allotment of equity shares.

- 24.9 In the event that the Companies alter their equity share capital, including but not limited to, by way of share split / consolidation / further issue of shares in any manner whatsoever during the pendency of the Scheme, the share exchange ratio as per Clause 24.1 above, shall be adjusted accordingly to take into account the effect of any such actions unless otherwise decided by the Board of directors of NSI and Suvidhaa. It is clarified that the approval of the members of Companies to the Scheme shall be deemed to be their consent / approval also to the adjusted share exchange ratio as per this clause.
- 24.10 Suvidhaa shall, if and to the extent required to, apply for and obtain any approvals from the Governmental Authorities including Reserve Bank of India, for the issue and allotment of equity shares by Suvidhaa to the shareholders of NSI.
- 24.11 Suvidhaa shall, if necessary and to the extent required, increase its authorized share capital to facilitate issue of shares under the Scheme. It is clarified that the approval of the members of Suvidhaa to the Scheme shall be deemed to be their consent / approval also to the alteration of the Memorandum and Articles of Association of Suvidhaa as required under Section 13, 14, 61, 64 and other applicable provisions of the Act.
- 24.12 The equity shares issued pursuant to Clause 24.1 shall, in compliance with the applicable regulations, be listed and admitted to trading on the Stock Exchanges pursuant to this Scheme and the SEBI Circular. Suvidhaa shall make all requisite applications and shall otherwise comply with the provisions of the SEBI Circular and applicable Law and take all steps to procure the listing of the equity shares issued by it pursuant to Clause 24.1 above.

24.13 Suvidhaa shall enter into such arrangements and give such confirmations and / or undertakings as may be necessary in accordance with applicable Law for complying with the formalities of the Stock Exchanges.

24.14 The shares allotted by Suvidhaa pursuant to the Scheme shall remain frozen in the depositories system till listing/trading permission is given by the designated stock exchange.

24.15 There shall be no change in the shareholding pattern or control in Suvidhaa between the Record Date and the listing which may affect the status of the approval.

25. ACCOUNTING TREATMENT IN THE BOOKS OF NSI AND CAPITAL REDUCTION

25.1 Upon the coming into effect of this Scheme, NSI shall account for the transfer and vesting of the E-Commerce Business Undertaking in its books of account as per the applicable accounting principles prescribed under the Indian Accounting Standards (Ind AS) or such other accounting principles as may be applicable or prescribed under Section 133 of the Act read with relevant rules issued thereunder.

25.2 Upon the Scheme coming into effect, Reserves (including Securities Premium, if required) of NSI may be adjusted in accordance with the applicable Ind AS notified under Section 133 of the Act as may be decided by the Board of Directors of NSI in consultation with their auditors.

25.3 The reduction, if any, in securities premium account of NSI pursuant to the above clause shall be effected as an integral part of the Scheme and the order of NCLT sanctioning the Scheme shall be deemed to be also the order under Section 52 read with Section 66 and other

applicable provisions of the Companies Act, 2013 for the purpose of confirming the reduction. The reduction would not involve either a diminution of liability in respect of unpaid share capital or payment of paid-up share capital.

25.4 The consent of the shareholders of NSI to this Scheme shall be deemed to be the consent of its shareholders for the purposes of effecting the above reduction under the provisions of Section 52 read with Section 66 and other applicable provisions of the Companies Act, 2013 and no further resolution under Section 52 read with Section 66 and other applicable provisions of the Companies Act, 2013 would be required to be passed separately.

25.5 Notwithstanding anything above, NSI shall not be required to add “And Reduced” as suffix to its name.

26. ACCOUNTING TREATMENT IN THE BOOKS OF SUVIDHAA

26.1 Upon the coming into effect of this Scheme, Suvidhaa shall account for the transfer and vesting of the E-Commerce Business Undertaking in its books of account as per the applicable accounting principles prescribed under the Indian Accounting Standards (Ind AS) or such other accounting principles as may be applicable or prescribed under Section 133 of the Act read with relevant rules issued thereunder.

26.2 The amount of inter-corporate balances and investments, if any, between the E-Commerce Business Undertaking and Suvidhaa will stand cancelled without any further act or deed and there shall be no further obligation/ outstanding in that behalf.

27. CONDUCT OF BUSINESS BY NSI UNTIL THE EFFECTIVE DATE

27.1 With effect from the Appointed Date and up to and including the Effective Date, NSI shall carry on the business and activities of the E-

Commerce Business Undertaking with reasonable diligence, business prudence and shall not except in the ordinary course of business or without prior written consent of Suvidhaa, alienate, charge, mortgage, encumber or otherwise deal with or dispose of the E-Commerce Business Undertaking or part thereof.

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

27.2.1 NSI shall carry on and be deemed to have carried on the business and activities pertaining to E-Commerce Business Undertaking and shall hold and stand possessed of and shall be deemed to hold and stand possessed of all its estates, assets, rights, title, interest, authorities, contracts, investments and strategic decisions pertaining to E-Commerce Business Undertaking for and on account of, and in trust for, Suvidhaa;

27.2.2 All profits and income pertaining to E-Commerce Business Undertaking accruing or arising to NSI, and losses and expenditure pertaining to E-Commerce Business Undertaking arising or incurred by it (including Taxes, if any, accruing or paid in relation to any profits or income) for the period commencing from the Appointed Date shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure (including Taxes), as the case may be, of Suvidhaa;

27.2.3 Any rights, powers, authorities or privileges pertaining to E-Commerce Business Undertaking exercised by NSI shall be deemed to have been exercised by NSI for and on behalf of, and in trust for and as an agent of Suvidhaa. Similarly, any of the obligations, duties and commitments pertaining to E-Commerce Business Undertaking that have been undertaken or discharged by NSI shall be deemed to have been undertaken for and on behalf of and as an agent for Suvidhaa;

- 27.2.4 All Taxes (including, without limitation, income tax, wealth tax, sales tax, excise duty, customs duty, goods and service tax, service tax, VAT, etc.) pertaining to E-Commerce Business Undertaking paid or payable by NSI in respect of the operations and/or the profits pertaining to E-Commerce Business Undertaking of NSI before the Appointed Date, shall be on account of NSI and, insofar as it relates to the tax payment (including, without limitation, income tax, wealth tax, sales tax, excise duty, customs duty, goods and service tax, service tax, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by NSI in respect of the profits or activities or operation pertaining to E-Commerce Business Undertaking of NSI with effect from the Appointed Date, the same shall be deemed to be the corresponding item paid by Suvidhaa and, shall, in all proceedings, be dealt with accordingly;
- 27.2.5 NSI shall not vary the terms and conditions of service of the employees pertaining to E-Commerce Business Undertaking or conclude settlements with unions or employees, except in the ordinary course of business or consistent with past practice or pursuant to any pre-existing obligation without the prior written consent of the Board of Directors of Suvidhaa; and
- 27.2.6 Suvidhaa shall be entitled, pending the sanction of the Scheme, to apply to any governmental authority, if required, under any law for such consents and approvals which Suvidhaa may require to carry on the business pertaining to E-Commerce Business Undertaking of NSI.
- 27.3 With effect from the date of approval of this Scheme by the respective Board of Directors of NSI and Suvidhaa, NSI shall notify Suvidhaa in writing as soon as reasonably practicable of any matter, circumstance, act or omission which is or may be a breach of Clause 27.

28. REMAINING BUSINESS OF NSI

- 28.1 The Remaining Business and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by NSI subject to the provisions of this Scheme in relation to Encumbrances in favour of banks, lenders and/or financial institutions.
- 28.2 All legal, taxation or other proceedings of whatsoever nature (including before any statutory or quasi-judicial authority or tribunal) by or against NSI under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, and in each case relating to the Remaining Business (including those relating to any property, right, power, liability, obligation or duties of NSI in respect of the Remaining Business) shall be continued and enforced by or against NSI.
- 28.3 If proceedings are taken against Suvidhaa in respect of matters referred to above relating to the Remaining Undertaking, it shall defend the same in accordance with the advice of NSI and at the cost of NSI, and the latter shall reimburse and indemnify Suvidhaa, against all liabilities and obligations incurred by Suvidhaa in respect thereof.
- 28.4 If proceedings are taken against NSI in respect of matters referred to above relating to the E-Commerce Business Undertaking, it shall defend the same in accordance with the advice of Suvidhaa and at the cost of Suvidhaa, and the latter shall reimburse and indemnify NSI, against all liabilities and obligations incurred by NSI in respect thereof.

28.5 Up to and including the Effective Date:

- (i) NSI shall carry on and shall be deemed to have been carrying on all business and activities relating to the Remaining Business for and on its own behalf;
- (ii) all profits accruing to NSI or losses arising or incurred by it (including the effect of Taxes, if any, thereon) relating to the Remaining Business shall, for all purposes, be treated as the profits or losses, as the case may be, of NSI; and
- (iii) all assets and properties acquired by NSI in relation to the Remaining Business on and after the Appointed Date shall belong to and continue to remain vested in NSI.

29. SAVING OF CONCLUDED TRANSACTIONS

- 29.1 Subject to the terms of the Scheme, the transfer of the E-Commerce Business Undertaking into Suvidhaa and the continuance of legal proceedings by or against Suvidhaa under Clause 21 above shall not affect any transaction or proceedings already concluded by NSI for the E-Commerce Business Undertaking until the Effective Date, to the end and intent that Suvidhaa accepts and adopts all acts, deeds and things done and executed by NSI for the E-Commerce Business Undertaking in respect thereto as acts, deeds and things made, done and executed by or on behalf of Suvidhaa.

30. OTHER CLAUSE

- 30.1 The provisions contained here in Part C of this Scheme shall be subject to the provisions contained in Agreement which may be entered into between Infibeam, NSI and Suvidhaa.

30.2 It is hereby stated that the promoter / promoter group of Infibeam, Infibeam or any its subsidiary, associate or group concern will not be regarded as promoter / promoter group in Suvidhaa upon the scheme coming into effect.

PART D

DEMERGER OF THEMEPARK & EVENT SOFTWARE UNDERTAKING OF INFIBEAM AND ITS VESTING IN DRC

31. TRANSFER OF ASSETS

- 31.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Themepark & Event Software Undertaking (including all the assets, rights, claims, title, interest and authorities including accretions and appurtenances of the Themepark & Event Software Undertaking) shall, subject to the provisions of this Clause in relation to the mode of transfer and vesting and pursuant to Sections 230 to 232 read with Section 66 and other applicable provisions of the Act and without any further act, instrument or deed, be demerged from Infibeam and be transferred to and vested in and be deemed to have been demerged from Infibeam and transferred to and vested in DRC as a going concern so as to become as and from the Appointed Date, the assets, rights, claims, title, interest and authorities of DRC, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or financial institutions.
- 31.2 In respect of such of the assets of the Themepark & Event Software Undertaking as are movable in nature or are otherwise capable of transfer by delivery or possession, or by endorsement and / or delivery, the same shall be so transferred by Infibeam, upon the coming into effect of this Scheme, and shall become the property of DRC as an integral part of the Themepark & Event Software Undertaking with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 read with Section 66 and other applicable provisions of the Act without requiring any deed or instrument of conveyance for transfer of the same, subject to the

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

31.3 In respect of movables other than those dealt with in Clause 31.2 above including sundry debts, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Governmental Authority, quasi- governmental authority, local or other authority or body or with any company or other person, the same shall on and from the Appointed Date stand transferred to and vested in DRC without any notice or other intimation to the debtors.

31.4 DRC may without being obliged and if it so deems appropriate at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or deposittee, as the case may be, that the said debt, loan, advance, balance or deposit stands transferred and vested in DRC.

31.5 In respect of such of the assets belonging to the Themepark & Event Software Undertaking other than those referred to in Clause 31.2 and 31.3 above, the same shall, as more particularly provided in Clause 31.1 above, without any further act, instrument or deed, be demerged from Infibeam and transferred to and vested in and/or be deemed to be demerged from Infibeam and transferred to and vested in DRC upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 read with Section 66 and other applicable provisions of the Act. For the purpose of giving effect to the vesting order passed under Section 230 to 232 read with Section 66 and other applicable provisions of the Act in respect of the Scheme, DRC shall be entitled to exercise all the rights and privileges and be liable to pay all Taxes and charges and

fulfil all its obligations, in relation to or applicable to all such immovable properties, including mutation and/or substitution of the title to, or interest in the immovable properties which shall be made and duly recorded by the Governmental Authority(ies) in favour of DRC pursuant to the sanction of the Scheme by the NCLT and upon the effectiveness of this Scheme in accordance with the terms hereof without any further act or deed to be done or executed by Infibeam and/or DRC. It is clarified that DRC shall be entitled to engage in such correspondence and make such representations, as may be necessary for the purposes of the aforesaid mutation and/or substitution.

Notwithstanding any provision to the contrary, from the Effective Date and until the owned properties, leasehold properties and related rights thereto, license/right to use the immovable property, tenancy rights, liberties and special status are transferred, vested, recorded, effected and/or perfected, in the record of the Governmental Authority, in favour of DRC, DRC shall be deemed to be authorized to carry on the business in the name and style of Infibeam under the relevant agreement, deed, lease and/or license, as the case may be, and DRC shall keep a record and/or account of such transactions.

- 31.6 All assets, rights, title, interest and investments of Infibeam in relation to the Themepark & Event Software Undertaking shall also, without any further act, instrument or deed stand transferred to and vested in and be deemed to have been transferred to and vested in DRC upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 read with Section 66 and other applicable provisions of the Act.

- 31.7 Without prejudice to the generality of the foregoing, upon the effectiveness of this Scheme, DRC will be entitled to all the intellectual property rights of Infibeam in relation to the Themepark & Event Software Undertaking. DRC may take such actions as may be necessary and permissible to get the same transferred and/or registered in the name of DRC.
- 31.8 Any asset acquired by Infibeam after the Appointed Date but prior to the Effective Date pertaining to the Themepark & Event Software Undertaking shall upon the coming into effect of this Scheme also without any further act, instrument or deed stand transferred to and vested in or be deemed to have been transferred to or vested in DRC upon the coming into effect of this Scheme.
- 31.9 For the avoidance of doubt, upon the coming into effect of this Scheme, all the rights, title, interest and claims of Infibeam in any leasehold/licensed properties in relation to the Themepark & Event Software Undertaking shall, pursuant to Section 232 (4) and other applicable provisions of the Act, be transferred to and vested in or be deemed to have been transferred to and vested in DRC automatically without requirement of any further act or deed.
- 31.10 On and from the Effective Date, and thereafter, DRC shall be entitled to operate the bank accounts of Infibeam, in relation to or in connection with the Themepark & Event Software Undertaking, and realize all monies and complete and enforce all pending contracts and transactions and to accept stock returns, if any, and issue credit notes in relation to or in connection with the Themepark & Event Software Undertaking of Infibeam, in the name of DRC in so far as may be necessary until the transfer of rights and obligations of the Themepark & Event Software Undertaking to DRC under this Scheme

have been formally given effect to under such contracts and transactions.

31.11 All the Taxes, if any, paid or payable by Infibeam after the Appointed Date and specifically pertaining to Themepark & Event Software Undertaking shall be treated as paid or payable by DRC and DRC shall be entitled to claim all the credit, refund or adjustment for the same as may be applicable.

31.12 DRC shall be entitled to get credit/claim refund regarding any Tax paid and/or tax deduction at source certificates, pertaining to the Themepark & Event Software Undertaking.

31.13 If Infibeam is entitled to any unutilized credits (including balances or advances), benefits under the incentive schemes and policies including tax holiday or concessions relating to the Themepark & Event Software Undertaking under any Tax Laws or applicable Laws, DRC shall be entitled as an integral part of the Scheme to claim such benefit or incentives or unutilized credits as the case may be without any specific approval or permission.

31.14 Without prejudice to the generality of the above, all benefits including under Tax Laws, to which Infibeam, in relation to or in connection with the Themepark & Event Software Undertaking, is entitled to in terms of the applicable Tax Laws, including, but not limited to advances recoverable in cash or kind or for value, and deposits with any Governmental Authority or any third party/entity, shall be available to, and vest in, DRC.

31.15 For avoidance of doubt and without prejudice to the generality of the applicable provisions of the Scheme, it is clarified that with effect from the Effective Date and till such time that the name of bank accounts of Infibeam, in relation to or in connection with the Themepark & Event Software Undertaking, has been replaced with that of DRC, DRC shall be entitled to operate the bank account of Infibeam, in relation to or in connection with the Themepark & Event Software Undertaking, in the name of Infibeam in so far as may be necessary. All cheques and other negotiable instruments, payment orders received or presented for encashment, which is in the name of Infibeam, in relation to or in connection with the Themepark & Event Software Undertaking, after the Effective Date shall be accepted by the bankers of DRC and credited to the account of DRC, if presented by DRC. DRC shall be allowed to maintain bank accounts in the name of Infibeam for such time as may be determined to be necessary by DRC for presentation and deposition of cheques and pay orders that have been issued in the name of Infibeam, in relation to or in connection with the Themepark & Event Software Undertaking. It is hereby expressly clarified that any legal proceedings by or against Infibeam, in relation to or in connection with the Themepark & Event Software Undertaking, in relation to the cheques and other negotiable instruments, payment orders received or presented for encashment, which is in the name of Infibeam shall be instituted, or as the case may be, continued by or against DRC after the coming into effect of this Scheme.

32. TRANSFER OF CONTRACTS, DEEDS, ETC.

32.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to Themepark & Event Software Undertaking, to which Infibeam is a party or to the benefit of which Infibeam may be eligible, and which are subsisting or have effect immediately before the

Effective Date, shall continue in full force and effect against or in favour, as the case may be, of DRC and may be enforced as fully and effectually as if, instead of Infibeam, DRC had been a party or beneficiary or obligee thereto.

32.2 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Themepark & Event Software Undertaking occurs by virtue of this Scheme itself, DRC 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, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which Infibeam is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. DRC shall be deemed to be authorized to execute any such writings on behalf of Infibeam and to carry out or perform all such formalities or compliances referred to above on part of Infibeam.

32.3 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of Infibeam in relation to the Themepark & Event Software Undertaking shall stand transferred to DRC as if the same were originally given by, issued to or executed in favour of DRC, and DRC shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to DRC. DRC shall make applications to any Governmental Authority as may be necessary in this behalf.

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

33. TRANSFER OF LIABILITIES

33.1 Upon the coming into effect of this Scheme, all debts, liabilities, loans raised and used, obligations incurred, duties of any kind, nature or description (including contingent liabilities which arise out of the activities or operations of the Themepark & Event Software Undertaking) of Infibeam as on the Appointed Date and relatable to the Themepark & Event Software Undertaking ('Transferred Liabilities') shall, without any further act, instrument or deed, be and stand transferred to and be deemed to be transferred to DRC to the extent that they are outstanding as on the Effective Date and shall become the debts, liabilities, loans, obligations and duties of DRC which shall meet, discharge and satisfy the same. The term "Transferred Liabilities" shall include:

- (i) the liabilities which arise out of the activities or operations of the Themepark & Event Software Undertaking;
- (ii) the specific loans or borrowings raised, incurred and utilized solely for the activities or operations of the Themepark & Event Software Undertaking; and

- (iii) in cases other than those referred to in Clause 33.1(i) or Clause 33.1(ii) above, so much of the amounts of liabilities as may be decided by the Board of directors of Infibeam and DRC which would be in compliance with the provisions of Section 2(19AA) of the Income-tax Act, 1961.

33.2 Where any of the loans raised and used, debts, liabilities, duties and obligations of Infibeam as on the Appointed Date deemed to be transferred to DRC have been discharged by Infibeam on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of DRC.

33.3 Upon the coming into effect of this Scheme, all loans raised and used and all debts, liabilities, duties and obligations incurred by Infibeam for the operations of the Themepark & Event Software Undertaking with effect from the Appointed Date and prior to the Effective Date, subject to the terms of this Scheme, shall be deemed to have been raised, used or incurred for and on behalf of DRC and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to and be deemed to be transferred to DRC and shall become the loans, debts, liabilities, duties and obligations of DRC.

33.4 In so far as the existing Encumbrances in respect of the Transferred Liabilities are concerned, such Encumbrances shall, without any further act, instrument or deed be modified and shall be extended to and shall operate only over the assets comprised in the Themepark & Event Software Undertaking which have been Encumbered in respect of the Transferred Liabilities as transferred to DRC pursuant to this Scheme. Provided that if any of the assets comprised in the Themepark & Event Software Undertaking which are being transferred

to DRC pursuant to this Scheme have not been Encumbered in respect of the Transferred Liabilities, such assets shall remain unencumbered and the existing Encumbrances referred to above shall not be extended to and shall not operate over such assets. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.

33.5 For the avoidance of doubt, it is hereby clarified that in so far as the assets comprising the Remaining Business are concerned, subject to Clause 33.4, the Encumbrances over such assets relating to the Transferred Liabilities shall, as and from the Effective Date without any further act, instrument or deed be released and discharged from the obligations and Encumbrances relating to the same. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above. Further, in so far as the assets comprised in the Themepark & Event Software Undertaking are concerned, the Encumbrances over such assets relating to any loans, borrowings or debentures or other debts or debt securities which are not transferred pursuant to this Scheme (and which shall continue with Infibeam), shall without any further act or deed be released from such Encumbrances and shall no longer be available as security in relation to such liabilities.

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

33.7 Upon the coming into effect of this Scheme, DRC alone shall be liable to perform all obligations in respect of the Transferred Liabilities, which have been transferred to it in terms of this Scheme, and Infibeam shall not have any obligations in respect of such Transferred Liabilities. However, Infibeam shall extend necessary cooperation in this regard.

33.8 It is expressly provided that, save as mentioned in this Clause 33, no other term or condition of the liabilities transferred to DRC as part of the Scheme is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.

33.9 The provisions of this Clause shall be subject to the clauses contained in any instrument, deed or writing or the terms of sanction or issue or any security document entered into between Infibeam and DRC, if any.

34. LEGAL, TAXATION AND OTHER PROCEEDINGS

34.1 Upon the coming into effect of this Scheme, all legal, taxation or other proceedings, of whatsoever nature (including before any statutory or quasi-judicial authority or tribunal), by or against Infibeam and relating to the Themepark & Event Software Undertaking, under any statute, whether pending on the Appointed Date or which may be instituted any time thereafter, shall be continued and enforced by or against DRC after the Effective Date. Infibeam shall in no event be responsible or liable in relation to any such legal or other proceedings against DRC. DRC shall be added as party to such proceedings and shall prosecute or defend such proceedings in co-operation with Infibeam.

34.2 If proceedings are taken against Infibeam in respect of the matters referred to in Clause 34.1 above, it shall defend the same in accordance with the advice of DRC and at the cost of DRC, and the latter shall reimburse and indemnify Infibeam against all liabilities and obligations incurred by Infibeam in respect thereof.

34.3 DRC undertakes to have all legal or other proceedings initiated by or against Infibeam referred to in Clause 34.1 above transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against DRC to the exclusion of Infibeam. Each of the Companies shall make relevant applications in that behalf.

35. PERMITS

35.1 With effect from the Appointed Date, Permits relating to the Themepark & Event Software Undertaking shall be transferred to and vested in DRC and the concerned licensor and grantors of such Permits shall endorse where necessary, and record DRC on such Permits so as to empower and facilitate the approval and vesting of the Themepark & Event Software Undertaking in DRC and continuation of operations pertaining to the Themepark & Event Software Undertaking in DRC without any hindrance, and shall stand transferred to and vested in and shall be deemed to be transferred to and vested in DRC without any further act or deed and shall be appropriately mutated by the Governmental Authorities concerned therewith in favour of DRC as if the same were originally given by, issued to or executed in favour of DRC and DRC shall be bound by the terms thereof, the obligations and duties thereunder and the rights and benefits under the same shall be available to DRC.

35.2 The benefit of all Permits pertaining to the Themepark & Event Software Undertaking shall without any other order to this effect,

transfer and vest into and become available to DRC pursuant to the sanction of this Scheme.

36. EMPLOYEES

- 36.1 Upon the coming into effect of this Scheme, the Employees in relation to the Themepark & Event Software Undertaking of Infibeam shall become the employees of DRC with effect from the Effective Date, and, subject to the provisions hereof, on terms and conditions not less favourable than those on which they are employed by Infibeam in the Themepark & Event Software Undertaking and without any interruption of, or break in, service as a result of the transfer of the Themepark & Event Software Undertaking. DRC agrees that for the purpose of payment of any compensation, gratuity and other terminal benefits, the past services of the Employees of the Themepark & Event Software Undertaking with Infibeam shall also be taken into account, and agrees and undertakes to pay the same as and when payable.
- 36.2 In so far as the existing provident fund, gratuity fund and pension and/or superannuation fund, trusts, retirement fund or benefits and any other funds or benefits created by Infibeam for the employees related to the Themepark & Event Software Undertaking, (collectively referred to as the “Themepark & Event Software Business Funds”), the Themepark & Event Software Business Funds and such of the investments made by the Themepark & Event Software Business Funds which are referable to the employees related to the Themepark & Event Software Undertaking, being transferred to DRC, in terms of the Scheme shall be transferred to DRC and shall be held for their benefit pursuant to this Scheme in the manner provided hereinafter. The Themepark & Event Software Business Funds shall, subject to the necessary approvals and permissions and at the discretion of DRC, either be continued as separate funds of DRC for the benefit of the employees related to the Themepark & Event Software

Undertaking, or be transferred to and merged with other similar funds of DRC. In the event that DRC does not have its own funds in respect of any of the above, DRC may, subject to necessary approvals and permissions, continue to contribute to relevant funds of Infibeam, until such time that Suvidha creates its own fund, at which time the Themepark & Event Software Business Funds and the investments and contributions pertaining to the employees related to the Themepark & Event Software Undertaking, shall be transferred to the funds created by DRC. Subject to the relevant law, rules and regulations applicable to the Themepark & Event Software Business Funds, the Board of Directors or any committee thereof of Infibeam and DRC may decide to continue to make the said contributions to the Funds of Infibeam. It is clarified that the services of the employees of the Themepark & Event Software Undertaking, will be treated as having been continuous and not interrupted for the purpose of the said fund or funds.

36.3 Any question that may arise as to whether any employee belongs to or does not belong to the Themepark & Event Software Undertaking shall be decided by the Board or Committee thereof of Infibeam and DRC.

36.4 Stock Options:

- a) The stock options granted by Infibeam under the Existing Stock Option Schemes - Infibeam to the employees who shall be transferred as part of the Themepark & Event Software Undertaking, which have not been exercised (irrespective of whether the same are vested or not) and are outstanding, may be accelerated such that the stock options are vested up to 7 (seven) days prior to the Effective Date or such other date as may be determined by the relevant committee of the Board of Infibeam and may be exercised from the vesting date up to 3 (three) days after the Effective Date, failing which, such options as remain unexercised on that date shall lapse.

- b) The stock options granted by Infibeam under the Existing Stock Option Schemes - Infibeam to the employees of DRC, which have not been exercised (irrespective of whether the same are vested or not) and are outstanding, may be accelerated such that the stock options are vested up to 7 (seven) days prior to the Effective Date or such other date as may be determined by the relevant committee of the Board of Infibeam and may be exercised from the vesting date up to 3 (three) days after the Effective Date, failing which, such options as remain unexercised on that date shall lapse.
- c) The stock options granted by Infibeam under the Existing Stock Option Schemes – Infibeam to the employees who form part of the Remaining Business of Infibeam and who shall not be transferred to DRC, which have not been exercised (irrespective of whether the same are vested or not) and are outstanding, shall continue on the existing terms and conditions, except for such modifications/adjustments as may be deemed appropriate (including by issue of new/ additional options and/ or adjustment to the exercise price) by the Nomination & Remuneration Committee of Infibeam and payment of appropriate compensation as determined by the Nomination & Remuneration Committee of Infibeam in order to provide for reduction in intrinsic value of Infibeam, in accordance with the provisions of the Existing Stock Option Schemes – Infibeam and applicable Law.
- d) The relevant committee of the Board of Infibeam shall make appropriate amendments to the Existing Stock Option Schemes – Infibeam to provide for the modifications/adjustments (as may be deemed appropriate by such committee including by issue of new/ additional options and/ or adjustment to the exercise price) and payment of appropriate compensation to the employees who shall be part of the Remaining Business of Infibeam, as may be determined based on the recommendation of such committee of the Board of

Infibeam, in order to provide for reduction in intrinsic value of Infibeam. The modifications / adjustments, if any, to the Existing Stock Option Schemes – Infibeam required to effect the treatment set out above shall be effected as an integral part of the Scheme and the approval granted to the Scheme by the shareholders shall also be deemed to be their approval for such modification or adjustments to the stock options pursuant to the Existing Stock Option Schemes – Infibeam required under Applicable Law, including under Section 62 of the Act and the SEBI (Share Based Employee Benefits) Regulations, 2014. No further approval of the shareholders of Infibeam or any other person would be required in this connection.

- e) The Board of Directors of Infibeam / such other committee of the Board of Infibeam shall take such actions and execute such further documents as may be necessary or desirable for the purpose of giving effect to the provisions of this clause.

37. CONSIDERATION

- 37.1 Upon the coming into effect of this Scheme and in consideration of the transfer and vesting of the Themepark & Event Software Undertaking into DRC pursuant to the provisions of this Scheme, DRC shall, without any further act or deed, issue and allot to each shareholder of Infibeam, whose name is recorded in the register of members and records of the depositories as members of Infibeam, on the Record Date in the following ratio:

1 (One) equity share of Rs. 10/- (Rupees Ten Only) each of DRC credited as fully paid-up for every 412 (Four Hundred Twelve) equity shares of Re. 1/- (Rupee One Only) each held by such shareholder in Infibeam

It is clarified that no shares shall be issued by DRC in respect of the shares held by DRC or any of its subsidiary companies, if any, in Infibeam.

- 37.2 The equity shares to be issued and allotted as provided in Clause 37.1 above shall be subject to the provisions of the Memorandum and Articles of Association of DRC and shall rank *pari-passu* in all respects with the then existing equity shares of DRC after the Record Date including with respect to dividend, bonus entitlement, rights' shares' entitlement, voting rights and other corporate benefits.
- 37.3 In case any shareholder's shareholding in Infibeam is such that such shareholder becomes entitled to a fraction of an equity share of DRC, DRC shall not issue fractional shares to such shareholder but shall consolidate such fractions and issue and allot the consolidated shares directly to a trustee nominated by the Board of Directors of DRC in that behalf, who shall sell such shares in the market at such price or prices and on such time or times as the trustee may in its sole discretion decide and on such sale, shall pay to DRC, the net sale proceeds (after deduction of applicable taxes and other expenses incurred), whereupon DRC shall, subject to withholding tax, if any, distribute such sale proceeds to the concerned shareholders of Infibeam in proportion to their respective fractional entitlements.
- 37.4 The equity shares to be issued pursuant to Clause 37.1 above shall be issued in dematerialized form only by DRC. The shareholders of Infibeam shall be required to provide details as required thereof by DRC for such issuance of shares in dematerialized form. In the event that a shareholder of Infibeam holds equity shares of Infibeam in physical form or if any shareholder has not provided the requisite details relating to his/her/its account with a depository participant or other confirmations as may be required or if the details furnished by

any shareholder do not permit electronic credit of the shares of DRC, then DRC shall issue equity shares in demat form to a trustee nominated by the Board of Directors of DRC in that behalf, who shall hold such shares for and on behalf of such shareholder or shareholders.

37.5 The equity shares to be issued by DRC pursuant to this Scheme, in respect of such of the equity shares of Infibeam which are held in abeyance under the applicable provisions of the Act or otherwise shall, pending allotment or settlement of dispute by order of court or otherwise, also be kept in abeyance by DRC.

37.6 The equity shares issued pursuant to Clause 37.1, which DRC is unable to allot due to applicable Laws (including, without limitation, the non receipt of approvals of Governmental Authority as required under applicable Law) or any regulations or otherwise shall, pending allotment, be held in abeyance by DRC and shall be dealt with in the manner as may be permissible under the applicable Law and deemed fit by the Board of Directors of DRC including to enable allotment and sale of such equity shares to a trustee as mentioned in Clause 37.3 above and thereafter make distributions of the net sales proceeds in lieu thereof (after deduction of taxes and expenses incurred) to the eligible shareholders of Infibeam, in proportion to their entitlements as per the process specified in Clause 37.3 above. If the above cannot be effected for any reason, DRC shall ensure that this does not delay implementation of the Scheme; and shall, take all such appropriate actions as may be necessary under applicable Law. DRC and/or the depository shall enter into such further documents and take such further actions as may be necessary or appropriate in this regard and to enable actions contemplated therein.

- 37.7 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholders of Infibeam, the Board of Directors of Infibeam shall be empowered prior to or even subsequent to the Record Date, to effectuate such transfers in Infibeam as if such changes in registered holders were operative as on the Record Date, in order to remove any difficulties arising to the transferors of the shares in relation to the shares issued by DRC. The Board of Directors of Infibeam shall be empowered to remove such difficulties that may arise in the course of implementation of this Scheme and registration of new shareholders in DRC on account of difficulties faced in the transition period.
- 37.8 The issue and allotment of equity shares by DRC to the members of Infibeam as provided in this Scheme is an integral part thereof and shall be deemed to have been carried out under the orders passed by the Tribunal without requiring any further act or deed on the part of DRC as if the procedure laid down under the Act and such other applicable Laws as may be applicable were duly complied with. It is clarified that the approval of the members and creditors of DRC to this Scheme shall be deemed to be their consent / approval for the issue and allotment of equity shares.
- 37.9 In the event that the Companies alter their equity share capital, including but not limited to, by way of share split / consolidation / further issue of shares in any manner whatsoever during the pendency of the Scheme, the share exchange ratio as per Clause 37.1 above, shall be adjusted accordingly to take into account the effect of any such actions unless otherwise decided by the Board of directors of Infibeam and DRC. It is clarified that the approval of the members of Companies to the Scheme shall be deemed to be their consent / approval also to the adjusted share exchange ratio as per this clause.

37.10 DRC shall, if and to the extent required to, apply for and obtain any approvals from the Governmental Authorities including Reserve Bank of India, for the issue and allotment of equity shares by DRC to the shareholders of Infibeam.

37.11 DRC shall, if necessary and to the extent required, increase its authorized share capital to facilitate issue of shares under the Scheme. It is clarified that the approval of the members of DRC to the Scheme shall be deemed to be their consent / approval also to the alteration of the Memorandum and Articles of Association of DRC as required under Section 13, 14, 61, 64 and other applicable provisions of the Act.

37.12 The equity shares issued pursuant to Clause 37.1 shall, in compliance with the applicable regulations, be listed and admitted to trading on the Stock Exchanges pursuant to this Scheme and the SEBI Circular. DRC shall make all requisite applications and shall otherwise comply with the provisions of the SEBI Circular and applicable Law and take all steps to procure the listing of the equity shares issued by it pursuant to Clause 37.1 above.

37.13 DRC shall enter into such arrangements and give such confirmations and / or undertakings as may be necessary in accordance with applicable Law for complying with the formalities of the Stock Exchanges.

37.14 The shares allotted by DRC pursuant to the Scheme shall remain frozen in the depositories system till listing/trading permission is given by the designated stock exchange.

37.15 There shall be no change in the shareholding pattern or control in DRC between the Record Date and the listing which may affect the status of the approval.

38. ACCOUNTING TREATMENT IN THE BOOKS OF INFIBEAM AND CAPITAL REDUCTION

38.1 Upon the coming into effect of this Scheme, Infibeam shall account for the transfer and vesting of the Themepark & Event Software Undertaking in its books of account as per the applicable accounting principles prescribed under the Indian Accounting Standards (Ind AS) or such other accounting principles as may be applicable or prescribed under Section 133 of the Act read with relevant rules issued thereunder.

38.2 Upon the Scheme coming into effect, Reserves (including Securities Premium, if required) of Infibeam may be adjusted in accordance with the applicable Ind AS notified under Section 133 of the Act as may be decided by the Board of Directors of Infibeam in consultation with their auditors.

38.3 The reduction, if any, in securities premium account of Infibeam pursuant to the above clause shall be effected as an integral part of the Scheme and the order of NCLT sanctioning the Scheme shall be deemed to be also the order under Section 52 read with Section 66 and other applicable provisions of the Companies Act, 2013 for the purpose of confirming the reduction. The reduction would not involve either a diminution of liability in respect of unpaid share capital or payment of paid-up share capital.

38.4 The consent of the shareholders of Infibeam to this Scheme shall be deemed to be the consent of its shareholders for the purposes of effecting the above reduction under the provisions of Section 52 read with Section 66 and other applicable provisions of the Companies Act,

2013 and no further resolution under Section 52 read with Section 66 and other applicable provisions of the Companies Act, 2013 would be required to be passed separately.

- 38.5 Notwithstanding anything above, Infibeam shall not be required to add “And Reduced” as suffix to its name.

39. ACCOUNTING TREATMENT IN THE BOOKS OF DRC

- 39.1 DRC shall account for the transfer and vesting of the Themepark & Event Software Undertaking in its books of account as per the applicable accounting principles prescribed under the Indian Accounting Standards (Ind AS) or such other accounting principles as may be applicable or prescribed under Section 133 of the Act read with relevant rules issued thereunder.

- 39.2 The amount of inter-corporate balances and investments, if any, between the Themepark & Event Software Undertaking and DRC will stand cancelled without any further act or deed and there shall be no further obligation/ outstanding in that behalf.

40. CONDUCT OF BUSINESS BY INFIBEAM UNTIL THE EFFECTIVE DATE

- 40.1 With effect from the Appointed Date and up to and including the Effective Date, Infibeam shall carry on the business and activities of the Themepark & Event Software Undertaking with reasonable diligence, business prudence and shall not except in the ordinary course of business or without prior written consent of DRC, alienate, charge, mortgage, encumber or otherwise deal with or dispose of the Themepark & Event Software Undertaking or part thereof.

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

- 40.2.1 Infibeam shall carry on and be deemed to have carried on the business and activities pertaining to Themepark & Event Software Undertaking and shall hold and stand possessed of and shall be deemed to hold and stand possessed of all its estates, assets, rights, title, interest, authorities, contracts, investments and strategic decisions pertaining to Themepark & Event Software Undertaking for and on account of, and in trust for, DRC;
- 40.2.2 All profits and income pertaining to Themepark & Event Software Undertaking accruing or arising to Infibeam, and losses and expenditure pertaining to Themepark & Event Software Undertaking arising or incurred by it (including Taxes, if any, accruing or paid in relation to any profits or income) for the period commencing from the Appointed Date shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure (including Taxes), as the case may be, of DRC;
- 40.2.3 Any rights, powers, authorities or privileges pertaining to Themepark & Event Software Undertaking exercised by Infibeam shall be deemed to have been exercised by Infibeam for and on behalf of, and in trust for and as an agent of DRC. Similarly, any of the obligations, duties and commitments pertaining to Themepark & Event Software Undertaking that have been undertaken or discharged by Infibeam shall be deemed to have been undertaken for and on behalf of and as an agent for DRC;
- 40.2.4 All Taxes (including, without limitation, income tax, wealth tax, sales tax, excise duty, customs duty, goods and service tax, service tax, VAT, etc.) pertaining to Themepark & Event Software Undertaking paid or payable by Infibeam in respect of the operations and/or the

profits pertaining to Themepark & Event Software Undertaking of Infibeam before the Appointed Date, shall be on account of Infibeam and, insofar as it relates to the tax payment (including, without limitation, income tax, wealth tax, sales tax, excise duty, customs duty, goods and service tax, service tax, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by Infibeam in respect of the profits or activities or operation pertaining to Themepark & Event Software Undertaking of Infibeam with effect from the Appointed Date, the same shall be deemed to be the corresponding item paid by DRC and, shall, in all proceedings, be dealt with accordingly;

40.2.5 Infibeam shall not vary the terms and conditions of service of the employees pertaining to Themepark & Event Software Undertaking or conclude settlements with unions or employees, except in the ordinary course of business or consistent with past practice or pursuant to any pre-existing obligation without the prior written consent of the Board of Directors of DRC; and

40.2.6 DRC shall be entitled, pending the sanction of the Scheme, to apply to any governmental authority, if required, under any law for such consents and approvals which DRC may require to carry on the business pertaining to Themepark & Event Software Undertaking of Infibeam.

40.3 With effect from the date of approval of this Scheme by the respective Board of Directors of Infibeam and DRC, Infibeam shall notify DRC in writing as soon as reasonably practicable of any matter, circumstance, act or omission which is or may be a breach of Clause 40.

41. REMAINING BUSINESS OF INFIBEAM

- 41.1 The Remaining Business and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by Infibeam subject to the provisions of this Scheme in relation to Encumbrances in favour of banks, lenders and/or financial institutions.
- 41.2 All legal, taxation or other proceedings of whatsoever nature (including before any statutory or quasi-judicial authority or tribunal) by or against Infibeam under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, and in each case relating to the Remaining Business (including those relating to any property, right, power, liability, obligation or duties of Infibeam in respect of the Remaining Business) shall be continued and enforced by or against Infibeam.
- 41.3 If proceedings are taken against DRC in respect of matters referred to above relating to the Remaining Undertaking, it shall defend the same in accordance with the advice of Infibeam and at the cost of Infibeam, and the latter shall reimburse and indemnify DRC, against all liabilities and obligations incurred by DRC in respect thereof.
- 41.4 If proceedings are taken against Infibeam in respect of matters referred to above relating to the Themepark & Event Software Undertaking, it shall defend the same in accordance with the advice of DRC and at the cost of DRC, and the latter shall reimburse and indemnify Infibeam, against all liabilities and obligations incurred by Infibeam in respect thereof.

41.5 Up to and including the Effective Date:

- (i) Infibeam shall carry on and shall be deemed to have been carrying on all business and activities relating to the Remaining Business for and on its own behalf;
- (ii) all profits accruing to Infibeam or losses arising or incurred by it (including the effect of Taxes, if any, thereon) relating to the Remaining Business shall, for all purposes, be treated as the profits or losses, as the case may be, of Infibeam; and
- (iii) all assets and properties acquired by Infibeam in relation to the Remaining Business on and after the Appointed Date shall belong to and continue to remain vested in Infibeam.

42. SAVING OF CONCLUDED TRANSACTIONS

- 42.1 Subject to the terms of the Scheme, the transfer of the Themepark & Event Software Undertaking into DRC and the continuance of legal proceedings by or against DRC under Clause 34 above shall not affect any transaction or proceedings already concluded by Infibeam for the Themepark & Event Software Undertaking until the Effective Date, to the end and intent that DRC accepts and adopts all acts, deeds and things done and executed by Infibeam for the Themepark & Event Software Undertaking in respect thereto as acts, deeds and things made, done and executed by or on behalf of DRC.

43. OTHER CLAUSE

- 43.1 The provisions contained here in Part D of this Scheme shall be subject to the provisions contained in Agreement which may be entered into between Infibeam and DRC.

43.2 It is hereby stated that the promoters / promoter group of Infibeam, Infibeam or any its subsidiary, associate or group concern will not be regarded as promoters / promoter group in DRC upon the scheme coming into effect.

PART E

GENERAL TERMS AND CONDITIONS

44. INCREASE OF AUTHORISED SHARE CAPITAL AND AMENDMENT TO MEMORANDUM AND ARTICLES OF ASSOCIATION OF SUVIDHAA

44.1 Capital Clause:

- i) Suvidhaa shall, if necessary and to the extent required, increase its Authorized Share Capital, to facilitate issue of shares under this Scheme, by following the requisite procedure and on payment of applicable requisite fees and duties and the resolution approving the Scheme shall be deemed to be the approval for increase in the authorized share capital of Suvidhaa.
- ii) Clause V of the Memorandum of Association of Suvidhaa relating to the Authorized Share Capital shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 13, 14, 61, 64 and 230-232 of the Companies Act, 2013 and other applicable provisions of the Act, as the case may be and be amended accordingly.
- iii) It is clarified that the approval of the shareholders of Suvidhaa to the Scheme shall be deemed to be their consent/approval also to the consequential alteration of the Memorandum of Association and Articles of Association of Suvidhaa and Suvidhaa shall not be required to seek separate consent/approval of its shareholders for such alteration of the Memorandum of Association and Articles of Association of Suvidhaa as required under Sections 13, 14, 61, 64 and other applicable provisions of the Act.

- iv) Upon the coming into effect of this Scheme, Suvidhaa shall file the requisite forms with the RoC for alteration of its authorized share capital and shall pay necessary fees as may be required to be paid in accordance with Law.

44.2 **Object Clause:**

- i) Upon the Scheme becoming effective, the Object Clause of Suvidhaa, i.e. Clause III[A] of the Memorandum of Association of Suvidhaa shall stand amended as per Annexure 1.
- ii) Upon the approval of the Scheme by the members of the respective companies pursuant to Sections 230 to 232 read with Section 66 and other applicable provisions of the Act, it shall be deemed that the members of Suvidhaa have also resolved and accorded all relevant consents under Section 13 or other applicable provisions of the Act for the commencement of any business or activities pertaining to SME E-Commerce Services Undertaking carried on by Infibeam and E-Commerce Business Undertaking carried on by NSI in relation to the objects contained in the Memorandum of Association of Suvidhaa, to the extent the same may be considered applicable. In particular, Suvidhaa would be allowed to commence the new business added as above upon the scheme becoming effective. It is clarified that there will be no need to pass a separate resolution as required under Section 13 or any other provisions of the Act.
- iii) Under the accepted principle of Single Window Clearance, it is hereby provided that the above referred amendment in the Memorandum and Articles of Association of Suvidhaa viz. change in the Capital Clause as mentioned in Clause 44.1 above and change in Object Clause as mentioned in Clause 44.2 above shall become operative on the scheme being effective by virtue of the fact that the shareholders of Suvidhaa, while approving the scheme as a whole, have also resolved and

accorded the relevant consents as required respectively under Sections 13, 14, 61 & 64 and other applicable provisions of the Act shall not be required to pass separate resolutions as required under the Act.

45. INCREASE OF AUTHORISED SHARE CAPITAL AND AMENDMENT TO MEMORANDUM AND ARTICLES OF ASSOCIATION OF DRC

45.1 Capital Clause:

- i) DRC shall, if necessary and to the extent required, increase its Authorized Share Capital, to facilitate issue of shares under this Scheme, by following the requisite procedure and on payment of applicable requisite fees and duties and the resolution approving the Scheme shall be deemed to be the approval for increase in the authorized share capital of DRC.
- ii) Clause V of the Memorandum of Association of DRC relating to the Authorized Share Capital shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 13, 14, 61, 64 and 230-232 of the Companies Act, 2013 and other applicable provisions of the Act, as the case may be and be amended accordingly.
- iii) It is clarified that the approval of the shareholders of DRC to the Scheme shall be deemed to be their consent/approval also to the consequential alteration of the Memorandum of Association and Articles of Association of DRC and DRC shall not be required to seek separate consent/approval of its shareholders for such alteration of the Memorandum of Association and Articles of Association of DRC as required under Sections 13, 14, 61, 64 and other applicable provisions of the Act.

- iv) Upon the coming into effect of this Scheme, DRC shall file the requisite forms with the RoC for alteration of its authorized share capital and shall pay necessary fees as may be required to be paid in accordance with Law.

45.2 **Object Clause:**

- i) Upon the Scheme becoming effective, the Object Clause of DRC, i.e. Clause III[A] of the Memorandum of Association of DRC shall stand amended as per Annexure 2.
- ii) Upon the approval of the Scheme by the members of the respective companies pursuant to Sections 230 to 232 read with Section 66 and other applicable provisions of the Act, it shall be deemed that the members of DRC have also resolved and accorded all relevant consents under Section 13 or other applicable provisions of the Act for the commencement of any business or activities pertaining to Themepark & Event Software Undertaking carried on by Infibeam in relation to the objects contained in the Memorandum of Association of DRC, to the extent the same may be considered applicable. In particular, DRC would be allowed to commence the new business added as above upon the scheme becoming effective. It is clarified that there will be no need to pass a separate resolution as required under Section 13 or any other provisions of the Act.
- iii) Under the accepted principle of Single Window Clearance, it is hereby provided that the above referred amendment in the Memorandum and Articles of Association of DRC viz. change in the Capital Clause as mentioned in Clause 45.1 above and change in Object Clause as mentioned in Clause 45.2 above shall become operative on the scheme being effective by virtue of the fact that the shareholders of DRC, while approving the scheme as a whole, have also resolved and accorded the relevant consents as required respectively under Sections 13, 14, 61 &

64 and other applicable provisions of the Act shall not be required to pass separate resolutions as required under the Act.

46. RECONSTRUCTION OF ACCOUNTS

Upon coming into effect of this Scheme, the financial statements of the Demerged Companies and Resulting Companies prepared in accordance with the provisions of the Companies Act, 2013 and rules made thereunder, as amended from time to time, as and from the respective Appointed Date, may be reconstructed, if required, in accordance with and pursuant to the terms of this Scheme and necessary impact of the same may be provided in such financial statements of respective companies, if required.

47. DIVIDENDS

The Demerged Companies and Resulting Companies shall be entitled to declare and pay dividends, to their respective shareholders in respect of the accounting period ending 31 March 2019 and such future accounting periods consistent with the past practice or in ordinary course of business, whether interim or final.

It is clarified that the aforesaid provisions in respect of declaration of dividends (whether interim or final) are enabling provisions only and shall not be deemed to confer any right on any shareholder of the Demerged Companies and/ or the Resulting Companies to demand or claim or be entitled to any dividends which, subject to the provisions of the said Act, shall be entirely at the discretion of the respective Boards of the Demerged Companies and/ or the Resulting Companies, as the case may be, and subject to approval, if required, of the shareholders of the Demerged Companies and/ or the Resulting Companies as the case may be.

48. TAX CREDITS

Upon the Scheme becoming effective, the Demerged Companies / Resulting Companies shall have the right to revise their respective financial statements, if required, and returns, along with prescribed forms, filings and annexures under the Tax Laws to give effect to the provisions of the Scheme. Further, upon the Scheme becoming effective, the Demerged Companies / Resulting Companies are expressly permitted to revise their respective Tax returns including tax deducted at source (TDS) certificates/ returns and claim refunds, advance tax credits, goods and service tax credits, set off, etc., and their right to make such revisions in the related Tax returns and related certificates, as applicable, and the right to claim refunds, adjustments, credits, set-offs, advance tax credits pursuant to the sanction of this Scheme and the Scheme becoming effective is expressly reserved. Such returns shall be filed based on reconstructed accounts drawn up with effect from respective Appointed Dates and any Tax including Minimum Alternate Tax shall be computed accordingly. Further, the Demerged Companies / Resulting Companies shall have the right to revise the aforesaid returns, notwithstanding that the statutory period for such revision and filing may have expired.

49. PROPERTY IN TRUST

Notwithstanding anything contained in this Scheme, until any property, asset, license, approval, permission, contract, agreement and rights and benefits arising therefrom and pertaining to the Demerged Companies are transferred, vested, recorded, effected and/ or perfected, in the records of the Governmental Authority(ies), regulatory bodies or otherwise, in favour of the respective Resulting Companies, the respective Resulting Companies, shall be deemed to be authorized to enjoy the property, asset or the rights and benefits arising from the license, approval, permission, contract or agreement

as if it were the owner of the property or asset or as if it were the original party to the license, approval, permission, contract or agreement. It is clarified that till entry is made in the records of the Governmental Authority(ies) and till such time as may be mutually agreed by the Demerged Companies and the Resulting Companies, the Demerged Companies shall continue to hold the property and / or the asset, license, permission, approval as the case may be in trust on behalf of the respective Resulting Companies.

50. APPLICATIONS / PETITIONS TO THE TRIBUNAL

50.1 The Companies shall dispatch, make and file applications and petitions under Sections 230 to 232 read with Section 66 and other applicable provisions of the Act before the NCLT, under whose jurisdiction, the registered offices of the respective Companies are situated, for sanction of this Scheme under the provisions of applicable Law, and shall apply for such approvals as may be required under applicable Law.

50.2 Resulting Companies shall be entitled, pending the effectiveness of this Scheme, to apply to any Governmental Authority, if required, under any Law for such consents and approvals which Resulting Companies may require to carry on the business transferred to it pursuant to this Scheme.

51. MODIFICATIONS OR AMENDMENTS TO THIS SCHEME

51.1 The Companies (by their respective Board of Directors), may jointly and as mutually agreed in writing:

- (i) in their full and absolute discretion, assent to any alteration(s) or modification(s) to this Scheme which NCLT may deem fit to

approve or impose, and/or effect any other modification or amendment jointly and mutually agreed in writing, including, without limitation, any modifications to the accounting treatment set out in the Scheme due to any change in regulatory or compliance requirements being made applicable to the Companies or to the matters set forth in this Scheme, and to do all acts, deeds and things as may be necessary, desirable or expedient for the purposes of this Scheme;

- (ii) to give such directions (acting jointly) as the party 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, or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any of those (to the extent permissible under Law);
- (iii) in their full and absolute discretion, modify, vary or withdraw this Scheme prior to the Effective Date in any manner at any time; and
- (iv) to determine whether any asset, liability, employee, legal or other proceedings pertains to the Demerged Undertakings, or not, on the basis of any evidence that they may deem relevant for this purpose.

51.2 Any modification to the Scheme by the Companies, after receipt of sanction by the NCLT, shall be made only with the prior approval of the NCLT. It is clarified that if any modifications are required post satisfaction of the conditions precedent mentioned in Clause 53 and

the Scheme having been made effective, the Effective Date shall not be affected by any such modifications that might be required to be made and the Effective Date for such modified Scheme shall be same as the date on which Scheme was made effective prior to the modifications.

52. SCHEME AS AN INTEGRAL WHOLE AND SEVERABILITY

- (i) The provisions contained in this Scheme are inextricably inter-linked with the other provisions and the Scheme constitutes an integral whole. The Scheme would be given effect to only if it is approved in its entirety unless specifically agreed otherwise by the respective Board of Directors of the Companies.
- (ii) 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.

53. CONDITIONS PRECEDENT

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

- (i) Infibeam having received observation letter/no-objection letter from the Stock Exchanges in respect of the Scheme, pursuant to Regulation 37 and other applicable regulations of the LODR read with SEBI Circular;
- (ii) this Scheme being approved by the respective requisite majorities of the classes of members and creditors (where applicable) of the Companies in accordance with the Act;

- (iii) the Scheme being approved by the majority of the public shareholders of Infibeam (by way of voting through postal ballot and e-voting) as required under the SEBI Circular. The Scheme shall be acted upon only if the votes cast by the public shareholders in favour of the Scheme are more than the number of votes cast by the public shareholders against it, as required under the SEBI Circular. The term 'public' shall carry the same meaning as defined under Rule 2 of Securities Contracts (Regulation) Rules, 1957;
- (iv) The Scheme being sanctioned by the NCLT and / or any other competent authority, as may be applicable under Section 230 to 232 read with Section 66 and other applicable provisions of the Act;
- (v) the certified copies of the orders of the NCLT approving this Scheme being filed with the Registrar of Companies having jurisdiction over the Companies; and
- (vi) such approvals and sanctions including sanction of any Governmental Authority, if any, as may be required by Law in respect of the Scheme being obtained.

53.2 Without prejudice to Clause 53.1 and subject to the satisfaction or waiver of the conditions mentioned in Clause 53.1 above, the Scheme shall be made effective in the order as contemplated below:

- (i) Upon the Scheme becoming effective, Part B of the Scheme shall be made effective;

- (ii) Part C of the Scheme shall be made effective immediately after implementation of Part B of the Scheme;
- (iii) Part D of the Scheme shall be made effective immediately after implementation of Part C of the Scheme;

53.3 It is hereby clarified that submission of this Scheme to the Tribunal and to the Governmental Authorities for their respective approvals is without prejudice to all rights, interests, titles or defenses that the Demerged Companies and / or the Resulting Companies may have under or pursuant to all applicable Laws.

53.4 On the approval of this Scheme by the shareholders of the Demerged Companies and the Resulting Companies and such other classes of Persons of the said Companies, if any, such shareholders and classes of the Companies shall also be deemed to have resolved and accorded all relevant consents under the Act or otherwise to the same extent applicable in relation to the demerger, capital reduction set out in this Scheme, related matters and this Scheme itself.

54. EFFECT OF NON-RECEIPT OF APPROVALS AND MATTERS RELATING TO REVOCATION/WITHDRAWAL OF THE SCHEME

54.1 The Demerged Companies and the Resulting Companies acting through their respective Boards shall each be at liberty to withdraw from this Scheme: (a) in case any condition or alteration imposed by any Governmental Authority is unacceptable to any of them; or (b) they are of the view that coming into effect of the respective parts to this Scheme could have adverse implications on the respective companies.

54.2 In the event of revocation/ withdrawal under Clause 54, no rights and liabilities whatsoever shall accrue to or be incurred inter se the Demerged Companies and the Resulting Companies or their respective shareholders or creditors or employees or any other person, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or in accordance with the applicable Law and in such case, the Companies shall bear its own costs, unless otherwise mutually agreed.

54.3 If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Demerged Companies and the Resulting Companies, through their respective Boards, affect the validity or implementation of the other parts and/ or provisions of this Scheme.

54.4 Further, it is the intention of the Companies that each part shall be severable from the remainder of this Scheme and the Scheme shall not be affected if any part of this Scheme is found to be unworkable for any reason whatsoever unless the deletion of such part shall cause this Scheme to become materially adverse to any Party, in which case the Parties shall attempt to bring about a modification in this Scheme or cause such part to be null and void, including but not limited to such part.

55. COSTS, CHARGES AND EXPENSES

All costs, charges and expenses including stamp duty and registration fee of any deed, document, instrument or NCLT's order including this Scheme or in relation to or in connection with negotiations leading up

to the Scheme and of carrying out and implementing the terms and provisions of this Scheme and incidental to the completion of arrangement in pursuance of this Scheme shall be borne in the manner as may be mutually agreed to between the Board of Directors of Demerged Companies and Resulting Companies.

Annexure 1: Object clause of Suvidhaa

1. To carry on the business of aggregator, distributor, facilitator, enabler to the service providers, manufacturers of various products/services including but not limited to financial institutions within India and across the world directly or indirectly through marketing, promotion, distribution including but not limited to digital or physical network and providing the various services including value added services and/or products, information thereon by using various technologies, facilitating and/or providing payment solutions and / or payment processing for its users which could be business, government, consumers or any other entity, to carry on the business of providing technology solutions, infrastructure, platforms, applications and services including but not limited to design, develop, operate and maintain for businesses, government agencies, customers or any other entity, to carry on In India or elsewhere the business to manufacture, produce, assemble, repair, install” maintain, convert, service, overhaul, test, buy, sell, exchange, modify, design, develop, export, import, renovate, discover, research, improve, merchandise, mould, print, insulate, hire, let on hire, broadcast relay, exhibit, inform and to act as wholesaler, retailers, agent, stockists, distributors, show, room owners, franchiser or otherwise to deal in all sorts of items, system, plants, machines, instruments, apparatus, appliances, devices, articles or things of communication of different models, capacities, characteristics, applications and uses in all its branches such as radio communication, tele communications, space communication, satellite communications, wireless communications, computer communications, telephonic and telegraphic communications, wave communications, under water communications and such other communication systems as may be discovered in future and to carry out all the foregoing activities for components, parts, fittings, fixture, accessories, tools, devices and system, connected thereto, to carry on in India or elsewhere in the

World, with or without collaboration, the business as software engineers, software developers, software programmers, networking engineers, web designers, web development, application development, and integration, varied hardware and software solutions, compushop, management of bulk data in all of its aspect and to design, develop, apply, interpret, analyse, improve and buy, sell, import, export, hire, lease, license, operate, assemble, repair, recondition, alter, convert, improve, upgrade, install, modify system development and support software of all kinds for usage in all fields of applications in all fields of technology, to provide ERP video conferencing, telecommunication software, satellite communication software, radio communication software, wireless communication software, corporate communication software, parallel communication software, collection, storing, tabulations, analysis and interpretation of data of all kinds, real time applications, web applications and to provide high-tech solutions, to give consultancy in respect thereof and to develop, prepare, run, update, event, analyse, design, improve the various programmes and to provide, lease, hire, transfer, buy, sell, import, export such programmes to various kind of users either on BOOM or BOLT basis, and other services connected therewith, to carry on business of online multi-brand retail trading activity through web portal, online advertising and ticketing for entertainment events, web services and data centre services including and not limited to cloud services, storage and compute, hosting, domains, storage, data analytics and other software services, to carry on the business of setting up of wireless and satellite based communication system and networking on turnkey basis including the supply of equipments for such system and manufacturing of SATCOM equipments and its renting, leasing and trading in such equipments.

Annexure 2: Object clause of DRC

1. To provide business process outsourcing services in area of finance and account consulting, marketing support, sales support, and back office operation support for any business vertical, to provide software consulting services which includes business requirement gathering & need analysis, feasibility study, preparing software solution specification, development, testing and support, to provide business IT services in the area of mobile application consulting, web consulting, cloud computing, IT Infrastructure management, ERP services and custom software application development, to provide knowledge processes services like investment research services, business research services, data analytics, market research services, business operations support and analytics and management, to carry out conceptualisation, design, develop, market and sale of web, mobile and embedded systems based service oriented product such as portals, SaaS base service and mobile Apps, to carry on In India or elsewhere the business to manufacture, produce, assemble, repair, install” maintain, convert, service, overhaul, test, buy, sell, exchange, modify, design, develop, export, import, renovate, discover, research, improve, merchandise, mould, print, insulate, hire, let on hire, broadcast relay, exhibit, inform and to act as wholesaler, retailers, agent, stockists, distributors, show, room owners, franchiser or otherwise to deal in all sorts of items, system, plants, machines, instruments, apparatus, appliances, devices, articles or things of communication of different models, capacities, characteristics, applications and uses in all its branches such as radio communication, tele communications, space communication, satellite communications, wireless communications, computer communications, telephonic and telegraphic communications, wave communications, under water communications and such other communication systems as may be discovered in future and to carry out all the foregoing activities for components, parts, fittings, fixture,

accessories, tools, devices and system, connected thereto, to carry on in India or elsewhere in the World, with or without collaboration, the business as software engineers, software developers, software programmers, networking engineers, web designers, web development, application development, and integration, varied hardware and software solutions, compushop, management of bulk data in all of its aspect and to design, develop, apply, interpret, analyse, improve and buy, sell, import, export, hire, lease, license, operate, assemble, repair, recondition, alter, convert, improve, upgrade, install, modify system development and support software of all kinds for usage in all fields of applications in all fields of technology, to provide ERP video conferencing, telecommunication software, satellite communication software, radio communication software, wireless communication software, corporate communication software, parallel communication software, collection, storing, tabulations, analysis and interpretation of data of all kinds, real time applications, web applications and to provide high-tech solutions, to give consultancy in respect thereof and to develop, prepare, run, update, event, analyse, design, improve the various programmes and to provide, lease, hire, transfer, buy, sell, import, export such programmes to various kind of users either on BOOM or BOLT basis, and other services connected therewith, to carry on business of online multi-brand retail trading activity through web portal, online advertising and ticketing for entertainment events, web services and data centre services including and not limited to cloud services, storage and compute, hosting, domains, storage, data analytics and other software services.