BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
ALLAHABAD BENCH, PRAYAGRAJ

CP (CAA) NO. 26/ALD/2023
(2^{nd} Motion)

Under Sections 230 and 232 and other applicable provisions of the Companies Act, 2013, read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016

IN THE MATTER OF SCHEME OF ARRANGEMENT OF:

1. **Lohia Corp Limited (hereinafter referred as LCL)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at D-3/A, Panki Industrial Estate, Kanpur – 208022, Uttar Pradesh having Corporate Identification Number U29263UP1981PLC005446 within the jurisdiction of this Tribunal ..... **Petitioner Transferor Company / Demerged Company**

AND

2. **Kanpur Packaging Machines Limited (hereinafter referred as KPML)**, a Company incorporated under the Companies Act, 2013 having its Registered Office at D-3/A, Panki Industrial Estate, Kanpur – 208022, Uttar Pradesh having Corporate Identification Number U28261UP2023PLC183476 within the jurisdiction of this Tribunal

..... **Petitioner Transferee Company / Resulting Company**

Order pronounced on 16th April, 2024

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CORAM:

Shri Praveen Gupta	:	*Member (Judicial)*
Shri Ashish Verma	:	*Member (Technical)*

PRESENT:

Sh. S.K. Gupta with Sh. Ankit Kr. Singh, PCS(s)	*: For the Petitioner Companies*
Sh. Krishna Dev Vyas, Adv.	*: For the ROC*
Sh. Gaurav Mahajan, Sr. S.C. with Sh. Niraj Kumar Singh, Adv.	*: For the I.T. Deptt.*
Sh. Ajit Kumar Singh, AOL	*: For the O.L. Alld/ RD (NR)*

ORDER

1. The present Joint Company Petition is filed by the Petitioner Companies above named under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, for sanction of the Scheme of Arrangement for Demerger of the 'Technical Textile Machinery Business' ('Demerged / Core Undertaking') of Lohia Corp Limited, ('Petitioner Transferor Company' / 'Demerged Company') along with all the estate, assets, liabilities, rights, title, claims, interest and authorities including accretions and appurtenances thereof and vesting the same as a going concern with Kanpur Packaging Machines Limited ('Petitioner

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Transferee Company / Resulting Company') (collectively referred to as the 'Petitioner Companies').

2. The Petition has now come up for final hearing. The Ld. Counsel for the Petitioner Companies submits as follows:

(i) The proposed 'Scheme of Arrangement' has previously been approved by the Board of Directors of the Petitioner Companies in their respective Board Meetings held on 21st August, 2023.

(ii) The factual position of the Authorized, Issued, Subscribed and Paid up Share Capital of the Petitioner Transferor / Demerged Company as per Audited Financial Statements as on 31st March, 2023 and of the Petitioner Transferee Company / Resulting Company as per the Provisional Financial Statements as on 20th August, 2023 is described in the present Company Petition.

(iii) The rationale of the proposed Scheme of Arrangement is elaborately described in the present Company Petition which may be summarized as under:

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2.1. The Scheme of Arrangement provides for Demerger of 'Technical Textile Machinery Business' ('Demerged / Core Undertaking') of Lohia Corp Limited, ('Petitioner Transferor Company' / 'Demerged Company') and vesting it as a going concern with Kanpur Packaging Machines Limited ('Petitioner Transferee Company / Resulting Company') pursuant to Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 and rules made thereunder.

Rationale for Demerger

The rationale for the Scheme of Arrangement for Demerger of Technical Textile Machinery Business (**'Demerged / Core Undertaking'**) of the Petitioner Transferor Company / Demerged Company along with all the estate, assets, liabilities, rights, title, claims, interest and authorities including accretions and appurtenances thereof and vesting the same as a going concern with the Petitioner Transferee Company / Resulting Company is, inter alia, as follows:-

(i) The Demerged Company is primarily engaged in the business of manufacturing of Technical Textile Machinery Business **('Demerged / Core Undertaking' more specifically defined**

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in Clause 1.7 of this Scheme) in India and in overseas jurisdictions (including *via* direct exports and through overseas subsidiaries). LCL also acts as investment holding company for the group and holds other assets / properties;

(ii) Management believes that the nature of offerings and the risk and return profile of the Technical Textile Machinery Business of the Demerged Company, being its mainstay, wherein it operates as one of the prominent market / segment players, is different vis-à-vis the Other Business(es);

(iii) The demerger will allow the management to devise, implement and pursue independent business strategies for the Technical Textile Machinery Business. The Resulting Company housing Technical Textile Machinery Business with separate portfolios and service offerings would have wider scope for independent collaboration, investment opportunities and expansion;

(iv) Considering the above, the management intends to segregate its Technical Textile Machinery Business, so as to scale the operations, achieve economies of scale, and unlock the growth potential of Technical Textile Machinery Business;

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(v) In order to achieve the aforementioned objective, it is envisaged that the Technical Textile Machinery Business of the Demerged Company should be demerged into the Resulting Company. It is expected that such restructuring will be beneficial for the Demerged Company, the Resulting Company and their respective shareholders and creditors, as it would result in concentrated focus on the Technical Textile Machinery Business by the Resulting Company and on the Non-Core Undertaking by the Demerged Company, consequently resulting into:-

- unlocking the value of independent businesses for the stakeholder.
- focused business approach to the respective line of business;
- enable strategic / financial investment in Core business; and
- benefit of financial resources, managerial, technical and marketing expertise.

2.2 In consideration of the above mentioned business rationale and related benefits, this Scheme of Arrangement between Lohia Corp Limited and Kanpur Packaging Machines

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Limited is propounded in accordance with the terms set out in the Scheme of Arrangement. The Board of Directors of the Petitioner Companies are of the opinion that the proposed Scheme is in the best interests of these Companies, their Shareholders and other Stakeholders.

3. The Petitioner Companies have stated that the accounting treatment proposed in the Scheme of Arrangement is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013 as certified by the respective Auditors of the Petitioner Companies.

4. It has also been stated in the Petition that no proceedings under Sections 235 to 251 of the Companies Act, 1956 or under Sections 210 to 226 of the Companies Act, 2013 are pending against any of the Petitioner Companies.

5. It has also been stated in the Petition that the Scheme is not prejudicial to the interest of the Shareholders and Creditors of the Petitioner Companies and the Petition is made *bona-fide* and is in the interest of all the Petitioner Companies and their respective Shareholders and Creditors as a whole and is just and equitable.

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6. It has been stated that the Petitioner Companies are closely held Public Companies and their Equity Shares are not listed on any Stock Exchange. Further, the Petitioner Companies are under common management and control.

7. The Petitioner Companies have annexed the Share Exchange Ratio Report dated 21st August, 2023 given by Mr. Niranjan Kumar, a Registered Valuer for Securities and Financial Assets (Registration No. IBBI/RV/06/2018/10137) in respect of Securities or Financial Assets, registered with the Insolvency and Bankruptcy Board of India (IBBI). As per the said Report, the Petitioner Transferee Company / Resulting Company shall in consideration of the demerger of the 'Demerged Undertaking' shall, without any further act, instrument, deed or matter, issue and allot fully paid-up equity shares to eligible Equity Shareholders of the 'Petitioner Transferor Company / Demerged Company', as on the Record Date, or to their respective heirs, executors, administrators, or legal representatives, in the following manner:

"1 (One) Equity share of KPML having face value of INR 1/- each fully paid up shall be issued for every 1 (One) Equity share of INR 1/- each fully paid up held in LCL".

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8. A perusal of the present Petition discloses that initially the Petitioner Companies had filed a Company Application CA(CAA) No. 22 / ALD / 2023 seeking directions of this Tribunal to dispense with the requirement of convening the meetings of Equity Shareholders of both the Petitioner Companies and of the Secured Creditors and Unsecured Creditors of the Petitioner Transferee Company / Resulting Company and to convene separate meetings of the Secured Creditors and Unsecured Creditors of the Petitioner Transferor Company / Demerged Company. Accordingly, this Tribunal vide its order dated 22nd September, 2023 allowed the above mentioned prayers and directed to convene separate meetings of both the Secured Creditors and Unsecured Creditors of the Petitioner Transferor Company / Demerged Company under the supervision of Mr. Rajesh Sharma, Former NCLT Member and a Chartered Accountant (Chairperson), Mr. Prakhar Saran Srivastava, Advocate (Co-Chairperson) and Ms. Shruti Srivastava, PCS (Scrutinizer) on **Saturday, 25th November, 2023 at 11.00 A.M. and 1.00 P.M.** respectively at the Head Office and Works of the Petitioner Transferor Company / Demerged Company at

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Lohia Industrial Complex, Chaubepur, Kanpur – 209203 (Uttar Pradesh) for the purpose of considering and, if thought fit, approving, the proposed Scheme of Arrangement and dispensed with the requirement of convening meetings of Equity Shareholders of both the Petitioner Companies and Secured Creditors and Unsecured Creditors of the Petitioner Transferee Company / Resulting Company. This Tribunal further directed to issue notice of the Company Application along with Scheme of Arrangement and related documents to the Statutory Authorities, viz. (a) the Central Government through the office of the Regional Director (Northern Region), Ministry of Corporate Affairs, New Delhi (b) the Registrar of Companies, Uttar Pradesh, Kanpur; and (c) the Income-Tax Department having jurisdiction over the Petitioner Companies (d) Official Liquidator, Allahabad having jurisdiction over the Petitioner Companies.

9. A perusal of the present Petition discloses that in pursuance of the directions contained in Order dated 22nd September, 2023, passed by this Tribunal in Company Application CA(CAA) No. 22 /ALD / 2023, separate meetings of the Secured Creditors and Unsecured Creditors of the Petitioner

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Transferor Company / Demerged Company were duly convened and held on Saturday, 25th November, 2023 in physical mode at the Head Office and Works of the Petitioner Transferor Company / Demerged Company as per the following Schedule:

Sl. No.	Particulars	Time	Mode of Voting
1.	Secured Creditors of the Petitioner Transferor Company / Demerged Company.	11:00 A.M.	Poll conducted at the venue of the Meeting.
2.	Unsecured Creditors of the Petitioner Transferor Company / Demerged Company.	1:00 P.M.	Poll conducted at the venue of the Meeting.

The Scheme of Arrangement was considered and approved with requisite majority in the respective meetings of the Secured Creditors and Unsecured Creditors of the Petitioner Transferor Company / Demerged Company, without any modifications. The Chairperson appointed for the meetings has filed his Reports on 8th December, 2023 which have been enclosed as Annexure No. P-12 and P-13 with the Petition.

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10. Notice of the Company Application along with the Scheme of Arrangement and related documents was also given to the Statutory Authorities viz. (a) the Central Government through the office of the Regional Director (Northern Region), Ministry of Corporate Affairs, New Delhi (b) the Registrar of Companies, Uttar Pradesh, Kanpur (c) the Income-Tax Department having jurisdiction over the Petitioner Companies and (d) The Official Liquidator, Uttar Pradesh, Allahabad. The Petitioner Companies have filed Affidavit of Service of Company Application on 8th November, 2023.

11. This Tribunal vide its order dated 21st December, 2023 directed to issue notice of hearing in respect of present Company Petition to the Statutory Authorities and also to make paper publication in this respect in "The Pioneer" (English) and "Rashtriya Sahara" (Hindi) newspapers having wide circulation in Kanpur in the State of Uttar Pradesh in which the Registered offices of the Petitioner Companies are situated.

12. In compliance thereof, the Petitioner Companies on 4th January, 2024 filed an Affidavit of service and publication,

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confirming that the notices have been duly published in "The Pioneer" (English) and "Rashtriya Sahara" (Hindi) newspaper having circulation in Kanpur in the State of Uttar Pradesh in which the Registered offices of the Petitioner Companies are situated. The Petitioner Companies have also served notice of the Company Petition to (a) the Central Government through the office of the Regional Director (Northern Region), Ministry of Corporate Affairs, New Delhi (b) the Registrar of Companies, Uttar Pradesh, Kanpur (c) the Income-Tax Department having jurisdiction over the Petitioner Companies (d) The Official Liquidator, Uttar Pradesh, Allahabad and (e) The Principal Chief Commissioner of Income-Tax, U.P. (East), Lucknow.

13. In response to the above stated notice, the Registrar of Companies, Ministry of Corporate Affairs, Uttar Pradesh submitted its Report dated 9th January, 2024 to the Regional Director (Northern Region), Ministry of Corporate Affairs, New Delhi which did not contain any adverse observation or remark on the proposed Scheme of Arrangement.

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14. In response to the above stated notice, the Regional Director (Northern Region), Ministry of Corporate Affairs, New Delhi has filed his Representation Affidavit dated 6th February, 2024 ("RD affidavit") which did not contain any adverse observation or remark on the proposed Scheme of Arrangement.

15. In response to the above stated notice, the Official Liquidator, Ministry of Corporate Affairs, Allahabad at Prayagraj, Uttar Pradesh has stated before this Tribunal that in the case of a Demerger, there was no necessity to file the Report by the Official Liquidator as none of the Petitioner Companies is going to be dissolved under the Scheme.

16. In response to the service of Notice of Company Petition, the Income-Tax Department filed its Representation Affidavit Dt. 28th February, 2024 in respect of the Petitioner Companies stating that no proceedings were pending against any of the Petitioner Companies. Further, there was no outstanding demand in respect of the Petitioner Transferee Company / Resulting Company and the status of demand against the

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Petitioner Transferor Company / Demerged Company was reported as under:

SI. No.	A.Y.	Outstanding demand as per ITBA (in Rs.)	Remarks
1.	2016-17	11,97,74,944/-	A refund for A.Y. 2016-17 was issued to Assessee, After that a rectification order passed creating a demand of Rs. 15,12,77,685/- which was deposited by the Assessee as per challan dated 30.03.2021 but the credit of challan is not allowed by the System.
2.	2021-22	27,29,86,950/-	This demnd is reduced to nil vide manual order dated 22.12.2023 and same shall be uploaded on system as functionality will be available.
3.	2023-24	2,99,380/-	154 pending regarding correction of demand and functionality for rectification on ITBA is not available with the JAO for A.Y 2023-24.

17. The Petitioner Companies vide Affidavit dated 12th March, 2024 submitted that the above mentioned outstanding demand against the Petitioner Transferor Company / Demerged Company has been paid / adjusted as reported in the Remarks column of the Representation Affidavit which

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due to unavailability of functionality for rectification could not be uploaded / updated on ITBA . The Petitioner Transferor Company / Demerged Company has also submitted relevant documents in support of settlement of outstanding demand. Further, despite settlement of demand as stated above , the Petitioner Companies have furnished an undertaking to the effect that all the legal proceedings of whatsoever nature by and against Petitioner Transferor Company / Demerged Company pertaining to the Demerged Undertaking , whether in relation to tax liabilities or other matters, pending or arising on and after the Appointed Date and relating to the period prior to the Appointed Date, shall not abate or be discontinued or be prejudicially affected by reason of the Scheme or by anything contained in the Scheme but shall be continued and enforced by or against the Petitioner Transferee Company / Resulting Company in the manner and to the same extent as would or might have been continued and enforced by or against Petitioner Transferor Company / Demerged Company.

18. The representatives of the Central Government as well as the Income Tax Department present during the hearing while

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agreeing to the submissions made by the Petitioner Companies conveyed no objection to the proposed Scheme of Arrangement.

19. The Petitioner Companies on 16th February, 2024 have also filed an Affidavit confirming that neither the Petitioner Companies nor their Legal Counsel has received any objection / representation from any person against the Company Petition or the proposed Scheme of Arrangement in response to the publication of the notice of hearing of the present Company Petition in newspapers.

20. We have gone through the reports of the Ld. Regional Director (Northern Region), Ministry of Corporate Affairs, New Delhi, Ld. Registrar of Companies, Uttar Pradesh, Kanpur, Income-Tax Department having jurisdiction over the Petitioner Companies and the statement made by the Official Liquidator, Allahabad and after perusing the same and hearing the submissions made by the Ld. Counsel representing the Petitioner Companies, we find that there appears to be no objection to grant sanction to the Scheme of Arrangement and we are of the view that the sanction of the

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present Scheme of Arrangement is not against public policy, nor it would be prejudicial to the public interest at large.

21. In addition to above, all the statutory compliances seem to have been complied with by the Petitioner Companies, therefore, the present Company Petition deserves to be allowed in terms of its Prayer Clause.

22. As a result, the proposed Scheme of Arrangement, which is annexed to the Company Petition stands approved and sanctioned and the same shall be binding on all the Shareholders, Creditors and other Stakeholders of the above-named Petitioner Companies and also on the Petitioner Companies with effect from the 'Appointed Date' i.e. 1st April, 2024 or the Effective Date, whichever is earlier. The Petitioner Companies are required to act upon as per the terms and conditions of the sanctioned Scheme of Arrangement.

राष्ट्रीय कम्पनी विधि अधिकरण National Company Law Tribunal इलाहाबाद न्यायपीठ Allahabad Bench

23. While approving the Scheme of Arrangement as above, it is clarified that this order should not be construed as, in any way, granting exemption from payment of stamp duty (if any, as applicable), taxes (including Income-Tax, GST or other charges, if any, as applicable) and payment in accordance

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with law or in respect to any permission/compliance with any other requirement which may be specifically required under any law.

24. THIS TRIBUNAL DO FURTHER ORDER:

i. Upon the Scheme becoming effective, all the property, rights and powers pertaining to the Technical Textile Machinery Business ('Demerged / Core Undertaking') of the Petitioner Transferor Company / Demerged Company specified in the Schedule annexed hereto be transferred, without any further act or deed, to the Petitioner Transferee Company / Resulting Company and accordingly, the same shall, pursuant to Sections 230 and 232 of the Companies Act, 2013, be transferred to and vested in the Petitioner Transferee Company / Resulting Company for all the estate and interest of the 'Demerged / Core Undertaking' of the Petitioner Transferor Company / Demerged Company therein but subject nevertheless to all charges now affecting the same; and

ii. Upon the Scheme becoming effective, all the liabilities and duties pertaining to the 'Demerged / Core Undertaking' of

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the Petitioner Transferor Company / Demerged Company be transferred, without further act or deed, to the Petitioner Transferee Company / Resulting Company and accordingly, the same shall pursuant to Sections 230 and 232 of the Companies Act, 2013, be transferred to and become the liabilities and duties of the Petitioner Transferee Company / Resulting Company; and

iii. Upon the Scheme becoming effective, all the employees of the 'Demerged / Core Undertaking' of the Petitioner Transferor Company / Demerged Company, in service on the Effective Date, shall be transferred to and shall become the employees of the Petitioner Transferee Company / Resulting Company as provided in the Scheme of Arrangement; and

iv. Upon the Scheme becoming effective, all proceedings now pending by or against pertaining to the 'Demerged / Core Undertaking' of the Petitioner Transferor Company / Demerged Company be continued by or against the Petitioner Transferee Company / Resulting Company.

राष्ट्रीय कंपनी विधि अधिकरण National Company Law Tribunal इलाहाबाद न्यायपीठ Allahabad Bench

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v. Upon the coming into effect of the Scheme, and in consideration for the transfer of and vesting of properties, assets and liabilities of the 'Demerged / Core Undertaking' of the Petitioner Transferor Company / Demerged Company in the Petitioner Transferee Company / Resulting Company in terms of this Scheme, the Petitioner Transferee Company / Resulting Company shall, without any further act, instrument, deed or matter, issue and allot fully paid-up equity shares to eligible equity shareholders of the Petitioner Transferor Company / Demerged Company, as on the Record Date, or to their respective heirs, executors, administrators, or legal representatives, as per the Share Entitlement Ratio Report dated 21st August, 2023 issued by the Independent Registered Valuer(s) Mr. Niranjan Kumar, Registered Valuer, having IBBI registration No – IBBI/RV/06/2018/10137 in the following manner:

"1 (One) Equity share of KPML having face value of INR 1/- each fully paid up shall be issued for every 1 (One) Equity share of INR 1/- each fully paid up held in LCL"

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25. The Petitioner Companies shall within thirty days of the date of the receipt of certified copy of this Order cause a copy of this order delivered to the Registrar of Companies, Uttar Pradesh for registration.

26. The Petitioner Companies shall supply legible print outs of the Scheme of Arrangement and the Schedule of Assets in acceptable form to the Registry and the Registry will append such print outs, after verification, to the certified copy of the Order.

27. Certified copy of this Order be supplied, if applied for, subject to compliance with usual formalities.

28. That the Resulting Company shall deposit an amount of Rs. 25,000/- (Rupees Twenty-Five Thousand Only) in favour of "The Ministry of Corporate Affairs" within a period of four weeks from the date of receipt of the certified copy of this order and file affidavit of compliance thereof.

29. All the concerned Regulatory Authorities and other persons to act on a copy of this Order annexed with the Scheme of

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Arrangement duly authenticated by the Registrar, National Company Law Tribunal, Allahabad Bench, Prayagraj.

30. Any person interested shall be at liberty to apply to the Tribunal in the above matter for any directions that may be necessary.

31. Accordingly, the present Company Petition bearing CP (CAA) No. 26 / ALD / 2023 is allowed and stands disposed of.

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(Ashish Verma)
Member (Technical)

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(Praveen Gupta)
Member (Judicial)

Date: 16th April, 2024

राष्ट्रीय कम्पनी विधि अधिकरण
National Company Law Tribunal
इलाहाबाद न्यायपीठ
Allahabad Bench

FREE OF COST

Compared by Mr Mahesh Sahu 22/04/2024

CERTIFIED TO BE TRUE COPY
OF THE ORIGINAL

Surya Pratap Singh 22-04-2024
SURYA PRATAP SINGH
Assistant Registrar
National Company Law Tribunal
Allahabad Bench

ANNEXURE - P 1

SCHEME OF ARRANGEMENT

BETWEEN

LOHIA CORP LIMITED

(DEMERGED COMPANY)

AND

KANPUR PACKAGING MACHINES LIMITED

(RESULTING COMPANY)

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

[Under Sections 230 To 232 read with Section 66 and other applicable sections and provisions of the Companies Act, 2013 read with the Rules made thereunder]

for LOHIA CORP LIMITED

Authorised Signatory

For KANPUR PACKAGING MACHINES LIMITED

Authorised Signatory

राष्ट्रीय कम्पनी विधि अधिकरण
National Company Law Tribunal
इलाहाबाद न्यायपीठ
Allahabad Bench

PREAMBLE TO THE SCHEME OF ARRANGEMENT

Background of the companies involved in the Scheme of Arrangement:

1. Lohia Corp Limited (**'Demerged Company'**/ **'LCL'**) is a company incorporated under the Companies Act, 1956, and having its registered office at D-3/A, Panki Industrial Estate, Kanpur, Uttar Pradesh – 208 022. LCL was incorporated on October 05, 1981. Its Corporate Identity Number (**'CIN'**) is U29263UP1981PLC005446, and Permanent Account Number (**'PAN'**) is AAACL2470J. LCL is primarily engaged in the business of manufacturing technical textile machinery and has investment in multiple subsidiaries that are engaged in different business(es).

2. Kanpur Packaging Machines Limited (**'Resulting Company'**/ **'KPML'**) is a Public Limited Company, incorporated on June 5, 2023 under Companies Act, 2013 with its registered office at Sukhdham, Flat No. E-2, 7/17(9-10), Tilak Nagar Swarup Nagar, Kesa Colony, Kanpur, Uttar Pradesh 208002. Its Corporate Identity Number (**'CIN'**) is U28261UP2023PLC183476 and Permanent Account Number (**'PAN'**) is AAKCK2932Q. Current registered office address of KPML is D-3/A, Panki Industrial Estate, Kanpur, Uttar Pradesh. The Resulting Company is Wholly Owned Subsidiary (**'WOS'**) of the Demerged Company. KPML has the primary objective of carrying on the business of manufacturing and producing textile machines and equipment.

   Hereinafter, collectively referred to as **'Participating Companies'**.

Rationale for the Scheme of Arrangement

3. The Demerged Company is primarily engaged in the business of manufacturing of Technical Textile Machinery Business (**'Core Undertaking'** more specifically defined in Clause 1.7 of this Scheme) in India and in overseas jurisdictions (including *via* direct exports and through overseas subsidiaries). LCL also acts as investment holding company for the group and holds other assets / properties.

4. Management believes that the nature of offerings and the risk and return profile of the Technical Textile Machinery Business of the Demerged Company, being its mainstay, wherein it operates as one of the prominent market / segment players, is different vis-à-vis the Other Business(es).

5. The demerger will allow the management to devise, implement and pursue independent business strategies for the Technical Textile Machinery Business. The Resulting Company housing Technical Textile Machinery Business with separate portfolios and service offerings would have wider scope for independent collaboration, investment opportunities and expansion.

6. Considering the above, the management intends to segregate its Technical Textile Machinery Business, so as to scale the operations, achieve economies of scale, and unlock the growth potential of Technical Textile Machinery Business.

7. In order to achieve the aforementioned objective, it is envisaged that the Technical Textile Machinery Business of the Demerged Company should be demerged into the Resulting Company. It is expected that such restructuring will be beneficial for the Demerged Company, the Resulting Company and their respective shareholders and creditors, as it would result in concentrated focus on the Technical Textile Machinery Business by the Resulting Company and on the Non-Core Undertaking by the Demerged Company, consequently resulting into

   - unlocking the value of independent businesses for the stakeholder.
   - focused business approach to the respective line of business;
   - enable strategic / financial investment in Core business; and
   - benefit of financial resources, managerial, technical and marketing expertise

8. The Scheme also envisages cancellation of the initial equity share capital of the Resulting Company in terms of Clause 6 of the Scheme. The said reduction of share capital and issuance of shares by Resulting Company pursuant to this Scheme as consideration for De-merger shall result in mirror image of the shareholding pattern of the Demerged Company and Resulting Company, post effectiveness of the Scheme. The said reduction of capital does not involve diminution of any liability in respect of unpaid share capital or payment to any shareholder of any paid-up share capital. The shareholding and other rights of members of the Resulting Company will thus remain unaffected.

for LOHIA CORP LIMITED

For KANPUR PACKAGING MACHINES LIMITED

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9. The Resulting Company and the Demerged Company therefore propose to re-organize their business and holding structure, by way of demerger of the Core Undertaking (*as defined in Clause 1.7 of this Scheme*) of the Demerged Company into the Resulting Company and cancellation of the initial equity share capital of the Resulting Company ('**Reduction of Equity Share Capital of the Resulting Company**').

10. This Scheme of Arrangement is divided into following parts:

    i. **Part A** – dealing with definitions and share capital;

    ii. **Part B** – dealing with demerger of Core Undertaking of the Demerged Company into the Resulting Company; and Reduction of the Initial Equity Share Capital of the Resulting Company

    iii. **Part C** – General / residuary terms and conditions that are applicable to this scheme.

for LOHIA CORP LIMITED

Authorised Signatory

For KANPUR PACKAGING MACHINES LIMITED

Authorised Signatory

राष्ट्रीय कम्पनी विधि अधिकरण National Company Law Tribunal इलाहाबाद न्यायपीठ Allahabad Bench

PART A – DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

In this Scheme, unless inconsistent with the subject or context, the following expressions shall have the following meaning:

1.1. **"Act"** means the Companies Act, 2013 and regulations made thereunder and shall include any statutory modifications, re-enactment, or amendment thereto from time to time.

1.2. **"Applicable Law(s)"** means any statute, notification, by-laws, rules, regulations, guidelines, rule or common law, policy, code, directives, ordinance, schemes, directives, notices, orders or instructions enacted or issued or sanctioned by any appropriate authority, including any modification or re-enactment thereof for the time being in force.

1.3. **"Appointed Date"** for this Scheme means April 01, 2024, or the Effective Date, whichever is earlier or such other date as the NCLT may direct for the purposes of this Scheme.

1.4. **"Board of Directors"** in relation to the Demerged Company and / or the Resulting Company, as the case may be, means their respective Board of Directors and shall, unless repugnant to the context or otherwise, include a committee of directors or any person authorised by the respective Board of Directors or such committee of directors, to exercise its powers including the powers in terms of this Scheme.

1.5. **"Business Day"** shall mean a day (other than a Saturday, a Sunday or a public holiday) when commercial banks are open for ordinary banking business in Uttar Pradesh, India

1.6. **"Demerged Company"** means Lohia Corp Limited, as mentioned in Para 1 of the preamble to this Scheme.

1.7. **"Demerged Undertaking"** or **"Core Undertaking"** or **"Technical Textile Machinery Business"** means and includes the undertaking of the Demerged Company related to technical textile machinery business (including businesses related thereto) consisting, *amongst others*, all assets including movable & immovable properties and investments in similar assets or business(es) and all liabilities relating thereto. Amongst others, Assets and Liabilities of the core undertaking shall, *inter-alia*, mean and include:

(i) The assets (whether real or personal, corporeal or incorporeal, present, future, contingent, tangible or intangible) pertaining to the technical textile machinery business (including businesses related thereto) of the Demerged Company including but not limited to immovable properties, holdings in equity shares, preference shares, debentures and other securities of all descriptions in entities in India and elsewhere, offices, capital work in progress, equipment's, licenses (of any nature whatsoever), registrations, furniture, fixtures, equipments, appliances, accessories, vehicles, deposits, all stocks, assets, working capital, all customer/vendor contracts, trademarks, logo, copyright, patent, brand/ trade name, knowledge, innovations, goodwill, whether or not recorded or appearing in the books of accounts of the Demerged Company and/or the Resulting Company (pursuant to this Scheme) in terms of the applicable accounting standards, contingent rights or benefits belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the core undertaking. All deposits, advances, loans, receivables, funds, staff advances, advance payments to regulatory authorities, cash, bank balances, accounts and all earnest money and / or deposits including security deposits made / paid by the Demerged Company in connection with or relating to the core undertaking. The liabilities pertaining to / arising out of the activities or operations of the core undertaking, *inter-alia*, including the following:

- All liabilities (including contingent liabilities) which arise out of the activities or operations of the core undertaking;
- Specific loans and borrowings raised, term loans from banks and financial institutions (if any), bank overdrafts, working capital loans & liabilities, incurred and utilized solely for the activities or operations of the core undertaking. Liabilities other than those referred to above, being the amounts of general or multipurpose borrowings of the Demerged Company, if any, allocated to the core undertaking in the same proportion in which the value of the assets (ignoring the revalued amount) transferred under this Scheme bear to the total value of the assets of the Demerged Company immediately before giving effect to this Scheme;

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(ii) All employees of the Demerged Company employed in / or relatable to the core undertaking as on the Effective Date, and as identified by the Board of Directors of the Demerged Company;

(iii) All books, records, files, papers, computer software along with their licenses, manuals and backup copies, drawings, designs, data catalogues, and other data and records, whether in physical or electronic form, directly or indirectly in connection with or relating to the Demerged Undertaking.

Without prejudice to the generality of the foregoing, it is clarified that all rights, entitlements, consents, permissions, licenses, registrations, certificates, authorizations relating to the core undertaking shall stand transferred to the Resulting Company as if the same were originally given by, issued to or executed in favour of the Resulting Company, and the rights and benefits under the same shall be available to the Resulting Company. Further, all benefits or incentives including income tax, sales tax (including deferment of sales tax), goods and service tax, value added tax and any other direct or indirect tax(es) benefits in respect of the core undertaking for which the Demerged Company is entitled to in terms of the various statutes and / or schemes of Union and State Governments, shall be available to and vest in the Resulting Company.

Provided however that any question that may arise as to whether a specified asset or liability pertains or does not pertain to the core undertaking or whether it arises out of the activities or operations of the core undertaking, or whether any additional asset or liability, by nature thereof, would form part of the core undertaking, shall be decided by mutual agreement between the Board of Directors of the Demerged Company and the Resulting Company.

1.8. **"Effective Date"** for the purpose of this Scheme shall mean the date on which certified copy of the order of the NCLT sanctioning the Scheme is filed by the Demerged Company and the Resulting Company with the Registrar of Companies. References in this scheme to the date of "coming into effect of this scheme" or "upon the scheme becoming effective" shall mean the Effective Date.

1.9. **"IT Act"** means the Income-tax Act, 1961 and rules made there under and shall include any statutory modification(s), amendment(s) or re-enactment(s) thereof for the time being in force;

1.10. **"NCLT"** or **"Tribunal"** means the Allahabad Bench, or any other jurisdictional Bench of National Company Law Tribunal as constituted and authorised as per the provisions of the Companies Act, 2013 for approving any scheme of arrangement, compromise or reconstruction of companies under Sections 230 to 232 read with other relevant provisions of the Companies Act, 2013.

1.11. **"Record Date"** means the date to be fixed jointly by the Board of Directors of the Demerged Company and the Resulting Company, for the purpose of determining the members of the Demerged Company to whom shares in the Resulting Company will be allotted upon the Scheme coming into effect.

1.12. **"Registrar of Companies"** means the Registrar of Companies, Uttar Pradesh.

1.13. **"Remaining Business"** shall mean the business(es) of the Demerged Company remaining after the demerger of the Demerged Undertaking.

1.14. **"Resulting Company"** means Kanpur Packaging Machines Limited, wholly owned subsidiary of Demerged Company, as mentioned in Para 2 of the Preamble to this Scheme.

1.15. **"Rules"** means the Companies (Compromises, Arrangements and Amalgamations) Rules 2016 issued under the Act and as amended, from time to time;

1.16. **"Scheme"** or **"the Scheme"** or **"this Scheme"** means this Scheme of Arrangement in its present form or with any modification(s) made under Clause 20 of this Scheme or as approved or directed by the NCLT.

1.17. "**Share Entitlement Ratio Report**" means and refers to the certified report dated August 21, 2023, issued by Mr. Niranjan Kumar, Registered Valuer, having IBBI Registration No – IBBI/RV/06/2018/10137

1.18. "**Tax**" or "**Taxes**" shall mean all outgoings or dues or liabilities, crystallized or contingent, on account of taxes on net income, gross income, gross receipts, sales, use, services, ad valorem, value-added, capital gains, corporate income tax, minimum alternate tax, buyback distribution tax, dividend distribution tax, transfer, franchise and profits; withholding tax; property tax; water tax; any tax payable in a representative capacity, goods and service tax; service tax, value-added tax, duties of custom and excise, octroi duty, entry tax, stamp duty, other governmental charges or duties or other taxes or statutory payments in relation to contract labour and / or other

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contractors and/ or sub-contractors, statutory pension or other employment benefit plan contributions, fees, assessments or charges of any kind whatsoever, including any surcharge or cess thereon, together with any interest and any penalties, additions to tax or additional amount with respect thereto; and taxation will be construed accordingly.

1.19. **"TCS"** means Tax Collected at Source

1.20. **"TDS"** means Tax Deducted at Source;

The expressions which are used in this Scheme and not defined in this Scheme, shall, unless repugnant or contrary to the context or meaning hereof, have the same meaning ascribed to them under the Act and other Applicable Laws, rules, regulations, by-laws, as the case may be, or any statutory modification or re-enactment thereof from time to time.

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

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

2.2. Any references in this Scheme to the date of "coming into effect of this Scheme" or "upon the Scheme being effective" shall mean the Effective Date.

3. SHARE CAPITAL

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

Particulars	(Amount in INR)
Authorized Capital	
25,00,00,000 Equity Shares of INR 1/- each	25,00,00,000
Total	**25,00,00,000**
Issued, Subscribed and Paid-up	
10,56,50,000 Equity Shares of INR 1/- each	10,56,50,000
Total	**10,56,50,000**

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Subsequent to March 31, 2023, there has been no change in the capital structure of the Demerged Company.

3.2. The share capital of the Resulting Company as per the management certified provisional financials as on August 20, 2023 is as under:

Particulars	(Amount in INR)
Authorized Capital	
10,00,000 Equity Shares of INR 1/- each	10,00,000
Total	**10,00,000**
Issued, Subscribed and Paid-up	
100,000 Equity Shares of INR 1 each	1,00,000
Total	**1,00,000**

Subsequent to the above date, there has been no change in the capital structure the Resulting Company.

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PART B - DEMERGER OF THE CORE UNDERTAKING OF THE DEMERGED COMPANY INTO THE RESULTING COMPANY

4. TRANSFER AND VESTING OF UNDERTAKING OF THE DEMERGED COMPANY

Upon the Scheme becoming effective and with effect from the Appointed Date, subject to the provisions of the Scheme, the Technical Textile Machinery Business/ Demerged Undertaking of the Demerged Company, as more explicitly defined in Clause 1.7 above, shall subject to the provisions of this Clause in relation to the mode of vesting and pursuant to Sections 230 to 232 of the Act and any other relevant provisions of the Act, and without any further act or deed, be transferred to and vested in and / or deemed to be transferred to and vested in the Resulting Company, as a going concern, in the following manner:

4.1. **Transfer of Assets**

4.1.1. Upon the Scheme becoming effective and with effect from the Appointed Date, the whole of the undertaking and properties comprising the Core Undertaking, as aforesaid, shall, under the provisions of Sections 230 to 232 of the Act and any other relevant provisions of the Act, if any, without any further act or deed, be transferred to and be vested in and / or be deemed to be transferred to the Resulting Company so as to vest in the Resulting Company all the rights, title and interest pertaining to the Core Undertaking of the Demerged Company.

4.1.2. The immovable properties including land, building and structures, if any, belonging to and / or vested in the Core Undertaking shall be transferred to and vested in or deemed to have been transferred to the Resulting Company. Upon the Scheme becoming effective and with effect from the Appointed Date, the Resulting Company shall be entitled to exercise all rights and privileges and be liable to pay ground rent, municipal taxes, if any, and fulfill all obligations in relation to or applicable to such immovable properties. The mutation of title to the immovable properties in the name of the Resulting Company shall be made and duly recorded by the appropriate authorities pursuant to the sanction of this Scheme by the NCLT and this Scheme becoming effective in accordance with the terms hereof.

4.1.3. Notwithstanding anything contained in this Scheme, the immovable properties of the Demerged Company pertaining to the Demerged Undertaking situated in different states, whether owned or leased, for the purpose of, inter alia, payment of stamp duty, and vesting into the Resulting Company and if the Resulting Company so decides, the concerned parties, upon the Scheme becoming effective, shall execute or register or cause so to be done, separate deeds of conveyance or deeds of assignment of lease, as the case may be, in favour of the Resulting Company in respect of such immovable properties. Each of the immovable properties, only for the payment of stamp duty (if required under Applicable Law), shall be deemed to be conveyed at a value as determined by the relevant authorities in accordance with the applicable circle rates. The transfer of such immovable properties shall form an integral part of the Scheme.

4.1.4. Upon the Scheme becoming effective and with effect from the Appointed Date, any and all assets relating to the Core Undertaking, as are movable in nature or are incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and delivery or by delivery instructions in relation to dematerialized shares or transfer by vesting and recorded pursuant to this Scheme, shall stand transferred to and vested in the Resulting Company and shall become the property and an integral part of the Resulting Company. The vesting pursuant to this Clause shall be deemed to have occurred by manual delivery or by constructive delivery or by endorsement and delivery or by delivery instructions in relation to dematerialized shares or by vesting and recordal, pursuant to this Scheme, as appropriate to the property being vested and title to such property shall be deemed to have been transferred accordingly.

4.1.5. Upon the Scheme becoming effective and with effect from the Appointed Date, in respect of movable assets, other than those specified in sub-clause 4.1.4 above, relating to the Core Undertaking including cash and cash equivalents, sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or value to be received, bank balances and deposits, if any, with any person or body including without limitation any government, semi-government, local and other Governmental Authority, bodies, customers and other persons, shall without any further act, instrument or deed, become the property of the Resulting Company and, pursuant to the order of the NCLT, the said debt, loan, advances, etc. would be

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paid or made good or held on account of the Resulting Company as the person entitled thereto, to the end and intent that the right of the Demerged Company to recover or realize the same stands extinguished, and that such rights to recover or realize the same shall vest in the Resulting Company. Pursuant to the order of the NCLT sanctioning the Scheme, each person, debtor or depositee of the Core Undertaking of the Demerged Company would pay the debt, loan or advance or make good the same or hold the same to the account of the Resulting Company and that the right of the Resulting Company to recover or realize the same would be in substitution of the right of the Demerged Company.

4.1.6. Upon this Scheme becoming effective and with effect from the Appointed Date, any rights in the immovable properties (including the buildings and structures standing thereon), of the Demerged Company relating to the Core Undertaking, as identified by the Board of Demerged Company, shall stand transferred to and be vested in the Resulting Company and/or provided by the Demerged Company to the Resulting Company on lease basis, subject to Applicable Law(s), without any act or deed required by the Demerged Company and the Resulting Company.

4.1.7. Upon this Scheme becoming effective and with effect from the Appointed Date, in relation to assets belonging to the Core Undertaking, which require separate documents for vesting in the Resulting Company, or which the Demerged Company and / or the Resulting Company otherwise desire to be vested separately, the Demerged Company and the Resulting Company will execute such deeds, documents or such other instruments, if any, as may be mutually agreed. It is clarified that the Demerged Company, if and when and from time to time, as may be required by the Resulting Company, execute and register all necessary documents, including execution of an irrevocable power of attorney, to sub-lease / convey its interest / title and rights in respect of the immovable property.

4.1.8. Upon this Scheme becoming effective and with effect from the Appointed Date, all assets acquired by the Demerged Company on or after the Appointed Date but prior to the Effective Date for operation of the Core Undertaking shall be deemed to have been acquired for and on behalf of the Resulting Company and shall also stand transferred to and vested in the Resulting Company.

4.1.9. It is hereby clarified that if any assets (including but not limited to any estate, rights, title, interest in or authorities relating to such assets) in relation to the Core Undertaking which the Demerged Company owns, cannot be transferred to the Resulting Company for any reason whatsoever, the Demerged Company shall hold such asset in trust for the benefit of the Resulting Company.

4.1.10. All registrations, goodwill, licenses, trademarks, patent, service marks, copyrights, domain names, applications for copyrights, trade names and trademarks, brand name, logo, monograms and any other commercial rights appertaining to the Core Undertaking of the Demerged Company, if any, shall stand transferred to and vested in the Resulting Company without any further act, instrument or deed, cost or charge and shall remain valid, effective and enforceable on the same terms and conditions.

4.1.11. The Resulting Company shall be entitled to the benefit of all insurance policies (if any) which have been issued in respect of Core Undertaking of the Demerged Company and the name of the Resulting Company shall be substituted as "Insured" in the policies as if the Resulting Company was initially a party.

4.2. **Transfer of Liabilities**

4.2.1. Upon the Scheme becoming effective and with effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature and description of the Demerged Company relating to the Demerged Undertaking, as defined in Clause 1.7 above, shall, under the provisions of Sections 230 to 232 of the Act and any other relevant provisions of the Act, without any further act or deed, be transferred to and / or deemed to be transferred to the Resulting Company as the debts, liabilities, contingent liabilities, duties and obligations of the Resulting Company and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities and obligations have arisen, in order to give effect to the provisions of this sub-clause.

4.2.2. It is hereby clarified that upon the Scheme becoming effective, the working capital lenders relating to the Core Undertaking existing as of the Effective Date, that have security over the assets of the Demerged Company, shall be entitled to (a) security over the current assets of the Resulting Company and (b) a charge on the fixed assets of the Resulting Company (subject to first charge created / to be created in favour of the term lenders, if any).

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4.2.3. Further, it is hereby clarified that:

- Upon this Scheme becoming effective, any liabilities attributable to the Core Undertaking that may arise or crystallize on or after the Appointed Date but which relate to periods prior to the Appointed Date shall, without any further act or deed, be transferred to, or be deemed to be transferred to the Resulting Company so as to become from the Appointed Date, the debts, liabilities, contingent liabilities, undertakings, duties and obligations of the Resulting Company and the Resulting Company undertakes to meet, discharge and satisfy the same
- It is hereby clarified that, unless expressly provided for, it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen, in order to give effect to the provisions of Clause 4.
- Where any of the liabilities pertaining to the Core Undertaking on the Appointed Date have been discharged by the Demerged Company after the Appointed Date but prior to the Effective Date, such discharge shall be deemed to have been for and on behalf of the Resulting Company.
- Upon this Scheme becoming effective and with effect from the Appointed Date, all loans raised and used, and liabilities incurred, if any, by the Demerged Company on or after the Appointed Date, but prior to the Effective Date, for the Core Undertaking shall be deemed to be transferred to the Resulting Company without any further act or deed and the Resulting Company shall be liable to discharge the same.

4.2.4. The vesting of the Core Undertaking as aforesaid, shall be subject to the existing securities, charges, hypothecation and mortgages, if any, subsisting in relation to any loans or borrowings of the Core Undertaking, provided however, any reference in any security documents or arrangements to which the Demerged Company is a party, wherein the assets of the Core Undertaking have been or are offered or agreed to be offered as securities for any financial assistance or obligations, shall be construed as a reference to only the assets pertaining to the Core Undertaking as are vested in Resulting Company as per the Scheme, to the end and intent that any such security, charge, hypothecation and mortgage shall not extend or be deemed to extend to any of the other assets of the Demerged Company or any other assets of the Resulting Company. Provided further, that the securities, charges, hypothecation and mortgages (if any subsisting) over and in respect of the assets or any part thereof of Resulting Company shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges, hypothecation and mortgages shall not extend or be deemed to extend to any of the other assets of Resulting Company.

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4.2.5. The provisions of Clause 4.2 shall operate notwithstanding anything to the contrary contained in any deed or writing or the terms of sanction or issue or any security document, all of which instruments shall stand modified and / or superseded by the foregoing provisions.

4.2.6. Upon this Scheme becoming effective, the borrowing limits of the Resulting Company shall, without any further act or deed, stand enhanced by an amount being the aggregate of the liabilities pertaining to the Core Undertaking which are being transferred to the Resulting Company pursuant to this Scheme and the Resulting Company shall not be required to pass any separate resolution in this regard.

4.2.7. Any loans or other obligations, if any, due between the Core Undertaking of the Demerged Company and the Resulting Company or any other transactions between the Core Undertaking of the Demerged Company and the Resulting Company as on the Appointed Date, and thereafter till the Effective Date, shall stand automatically extinguished.

4.3. **Contracts, Deeds, Bonds and Other Instruments**

4.3.1. Upon this Scheme becoming effective and with effect from the Appointed Date and subject to the provisions of this Scheme, all contracts, deeds, bonds, lease deeds, agreements entered into with various persons including independent consultants, subsidiaries / associate / joint venture company and other shareholders of such subsidiaries / associate / joint venture company, arrangements and other instruments of whatsoever nature in relation to the Core Undertaking, to which the Demerged Company is a party or to the benefit of which the Demerged Company may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favour of, as the case may be, of the Resulting Company and may be enforced as fully and effectually as if,

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instead of the Demerged Company, the Resulting Company had been a party or beneficiary or obligee thereto or thereunder.

4.3.2. Upon this Scheme becoming effective, any and all registrations, goodwill, licenses, trademarks, trade names, service marks, patents, brand name, logo, copyrights, domain names and all such rights of whatsoever description and nature in relation to the Core Undertaking to which the Demerged Company is a party or to the benefit of which the Core Undertaking may be eligible and which are subsisting or having effect immediately before the Effective Date, shall stand vested and transferred to the Resulting Company and be and remain in full force and effect in favour of the Resulting Company and may be enforced by or against it as fully and effectually as if, instead of the Demerged Company, the Resulting Company had been a party or beneficiary or obligee thereto.

4.3.3. Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements and other instruments including any contract for exploitation of intellectual property rights and all other rights, title, interest, labels and brand registrations, copyrights, patents, trademarks, trade names, licenses, entitlements and other industrial or intellectual property rights of any nature whatsoever, pertaining to the Core Undertaking to which the Demerged Company is party and which are subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of the Resulting Company, as the case may be, and may be enforced by or against the Resulting Company as fully and effectually as if, instead of the Demerged Company, the Resulting Company had been a party thereto.

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

4.3.5. Without prejudice to the generality of the foregoing, it is clarified that upon this Scheme becoming effective and with effect from the Appointed Date, all consents, agreements, permissions, all statutory or regulatory licenses, certificates, insurance covers, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Demerged Company in relation to the Core Undertaking shall stand transferred to the Resulting Company as if the same were originally given by, issued to or executed in favour of the Resulting Company, and the Resulting Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Resulting Company. In so far as the various incentives, subsidies, schemes, special status and other benefits or privileges enjoyed, granted by any Governmental Authority, body, local authority, or by any other person, or availed by the Demerged Company in relation to the Core Undertaking are concerned, the same shall vest with and be available to the Resulting Company on the same terms and conditions as applicable to the Demerged Company, as if the same had been allotted and / or granted and / or sanctioned and / or allowed to the Resulting Company.

4.3.6. Upon this Scheme becoming effective and with effect from the Appointed Date, any statutory licenses, certificates, permissions, unique identification numbers, registrations or approval or consents held by the Demerged Company, required to carry on operations of the Core Undertaking shall stand vested in or transferred and deem to be transferred to and vested to the Resulting Company without any further act or deed, and shall be appropriately mutated by the concerned statutory authorities in favour of the Resulting Company. The Resulting Company and / or the Demerged Company shall file intimation with the relevant authorities, who shall take the same on record, or undertake necessary actions as may be required, for having the said licenses, certificates, permissions, registration, unique identification numbers, etc. vested or transferred to the Resulting Company.

4.3.7. All contracts, deeds, bonds, agreements, schemes, arrangements and other instruments, permits, rights, entitlements, licenses (including the licenses granted by any governmental, statutory or regulatory bodies) for the purpose of carrying on the business of Core Undertaking

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of the Demerged Company, and in relation thereto, and those relating to tenancies, privileges, powers, facilities of every kind and description of whatsoever nature in relation to the Demerged Company, or to the benefit of which, the Demerged Company may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be and remain in full force and effect on, against or in favour of the Demerged Company and may be enforced as fully and effectually as if, instead of the Demerged

4.3.8. Company, the Resulting Company had been a party or beneficiary or obligor thereto. In relation to the same, any procedural requirements required to be fulfilled solely by Demerged Company (and not by any of its successors), shall be fulfilled by the Resulting Company, as if it is the duly constituted attorney of the Demerged Company.

4.3.9. It is hereby clarified that if any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the Core Undertaking to which the Demerged Company is a party, cannot be transferred to the Resulting Company for any reason whatsoever, the Demerged Company shall hold such contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of the Resulting Company.

4.3.10. Upon this Scheme becoming effective, all the resolutions, if any, of the Demerged Company which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as the resolutions of the Resulting Company to the extent such resolutions pertain to the Core Undertaking, and, if any such resolutions have an upper monetary or any other limits imposed under the provisions of the Act, then the said limits shall apply mutatis mutandis to such resolutions and shall constitute the aggregate of the said limits in the Resulting Company.

4.3.11. The experience, track record and credentials of the Demerged Company in relation to the Core Undertaking in dealing with identified products and / or services in relation to various authorities, agencies and clients prior to its transfer to the Resulting Company shall be taken into account and treated and recognize as the experience, track record and credentials in relation to the Core Undertaking even after its transfer to the Resulting Company.

4.4. **Employees**

4.4.1. Upon this Scheme becoming effective, all employees of the Core Undertaking of the Demerged Company ('**Transferred Employees**') in service as on the Effective Date, shall be deemed to have become employees of the Resulting Company, with effect from the Appointed Date without any interruption of service and on the basis of continuity of service and on the same terms and conditions as those applicable to them with reference to the Demerged Company. The services of such employees with the Demerged Company up to the Effective Date shall be taken into account for the purposes of all benefits to which the employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits.

4.4.2. Upon this Scheme becoming effective, all contributions to funds and schemes in respect of provident fund, employee state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme or any other special schemes or benefits created or existing for the benefit of such employees of the Core Undertaking , if any, shall be made by the Resulting Company in accordance with the provisions of such schemes or funds and Applicable Law(s).

4.4.3. Subject to Applicable Law(s), the existing provident fund trust and pension fund trust (if any), gratuity fund, superannuation fund, employee state insurance contribution or any other fund, benefit, as applicable, for the Transferred Employees of the Core Undertaking, shall be continued for the benefit of such employees including employees who may hereafter join the Resulting Company on the same terms and conditions and with effect from such date, the Resulting Company shall make the necessary contribution for such Transferred Employees until the Resulting Company constitutes its own provident fund, gratuity fund, superannuation fund, employee state insurance contribution, or any other special fund and obtains necessary approval for the same. Upon the Scheme being effective, the Resulting Company shall stand substituted for the Demerged Company for all purposes whatsoever related to the administration or operation of such trust or fund or in relation to the obligations to make a contribution to the said funds in accordance with the provisions of the trust or funds or according to the terms provided in the respective trust deeds or other documents. The Resulting Company undertakes to discharge all the duties and obligations and assumes all the rights and powers of the Demerged Company, upon the Scheme being effective, in relation to

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aforesaid trusts or funds of the Demerged Company in relation to the Core Undertaking. The services of the staff, workmen and other employees of the Core Undertaking will be treated as having been continuous for the purposes of the aforesaid trusts/ funds or provisions of any trust/ funds for employees. The amount of liability in respect of gratuity and leave (determined as the sum payable on the Appointed Date as if the same were due) relating to the employees of the Core Undertaking shall be appropriately adjusted by the Demerged Company and transferred to the Resulting Company.

4.4.4. The Resulting Company undertakes to continue abiding any agreement(s) / settlement(s) entered into with any labour unions / employees by the Demerged Company in relation to the Core Undertaking. The Resulting Company agrees that for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits, the past services of such employees with the Demerged Company shall also be taken into account and agrees and undertakes to pay the same as and when payable.

4.5. **Continuation of Legal Proceedings**

4.5.1. From the Effective Date, all legal or other proceedings (including before any statutory or quasi-judicial authority or tribunal) by or against the Demerged Company, whether pending on the Appointed Date, or which may be instituted any time in the future (irrespective of whether they relate to periods on or prior to the Appointed Date) and in each case relating to the Core Undertaking shall be continued and enforced by or against the Resulting Company after the Effective Date.

4.5.2. If any proceedings are initiated or carried on against the Demerged Company in respect of the matters referred to in Clause 4.5.1 above, the Resulting Company shall defend the same at its own cost, and shall reimburse, indemnify and hold harmless the Demerged Company against all such liabilities and obligations.

4.5.3. Subsequent to the Appointed Date, if any proceedings are initiated by any third party (including regulatory authorities) by or against or in relation to the Core Undertaking of the Demerged Company under any statute, such proceedings shall be continued and enforced only against the Resulting Company and the Resulting Company shall bear the liabilities of such proceedings at its own cost. The Demerged Company shall extend all its assistance to defend the liabilities of such proceedings at the cost of the Resulting Company.

4.5.4. For the avoidance of doubt, if any proceeding(s) is / are pending in relation to the Core Undertaking of the Demerged Company, the same shall not abate, be discontinued or in any way be prejudicially affected by reason of this Scheme and the proceedings may be continued, prosecuted and enforced, by or against the Resulting Company in the same manner and to the same extent as they would or might have been continued, prosecuted and enforced by or against the Demerged Company, as if this Scheme had not been made.

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4.5.5. In the event of any difference or difficulty on whether any specific legal or other proceedings relates to the Core Undertaking or not, the decision of the Board of Directors of the Demerged Company and the Resulting Company, as mutually agreed, in this regard shall be conclusive and binding on the Demerged Company and the Resulting Company.

4.6. **Treatment of Taxes**

4.6.1. Upon this Scheme becoming effective and with effect from the Appointed Date, all Taxes and duties payable by the Demerged Company, accruing and relating to the operations of the Core Undertaking, from the Appointed Date onwards, including but not limited to, all advance tax payments, TDS, TCS, minimum alternate tax, goods and services tax, any refund and claims shall, for all purposes, be treated as taxes and duties (including but not limited to advance tax payments, TDS, TCS, minimum alternate tax or refunds and claims) as the case may be, of the Resulting Company.

4.6.2. Upon the Scheme becoming effective and with effect from Appointed Date, all unavailed credits and exemptions / deductions, including MAT credit and exemptions, benefit of brought forward losses, unabsorbed depreciation and other statutory benefits, incentives, advantages, privileges, exemptions, credits, entitlements including in respect of income tax (including but not limited to TDS, TCS, advance tax, minimum alternate tax credit etc.), cenvat, customs, sales tax, service tax, goods and services tax etc. available as on Appointed Date and arising during the period between the Appointed Date and the Effective Date in relation to the Core Undertaking to which

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Demerged Company is entitled/ obliged to, shall be available to and vest in the Resulting Company, without any further act or deed.

4.6.3. Upon the Scheme becoming effective and with effect from the Appointed Date, the Demerged Company and the Resulting Company are expressly permitted to revise amongst others, their financial statements, returns (income tax, withholding tax), TDS certificates, goods and services tax returns, sales tax / value added tax returns, service tax returns, custom duty returns and other tax returns, along with prescribed forms, filings and annexures under relevant tax statutes (including but not limited to the IT Act, goods and services tax, excise duty laws, customs act, and other Tax statutes) and to claim refunds and / or credit for taxes paid (including but not limited to minimum alternate tax, TDS, TCS wealth tax, etc.) and for matters incidental thereto, wherever required, to give effect to the provisions of the Scheme. The Participating Companies shall adhere to and are expressly permitted to undertake all the requisite procedural compliances as may be required in practice and under Applicable Laws, for the purposes stated herein.

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

4.6.5. Upon the Scheme becoming effective and with effect from the Appointed Date, any TDS and/ or TCS deposited, TDS and/ or TCS certificates issued, or TDS and/ or TCS returns filed by the Demerged Company relating to the Core Undertaking shall continue to hold good as if such TDS and/ or TCS amounts were deposited, TDS and/ or TCS certificates were issued and TDS and/ or TCS returns were filed by the Resulting Company.

4.6.6. All the cost and expenses including stamp duty expenses, if any, in relation to the Scheme shall be borne by the Resulting Company, and the said cost, expense, etc. shall be allowed as deduction to the Resulting Company in accordance with the Section 35DD of the IT Act over a period of five (5) years, beginning with the previous year in which the Scheme becomes effective.

4.6.7. Any refund under the tax laws due to the Demerged Company pertaining to the Core Undertaking consequent to the assessments made on the Demerged Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall belong to and be received by the Resulting Company. The relevant authorities shall be bound to transfer to the account of and give credit for the same to the Resulting Company upon this Scheme becoming effective upon relevant proof and documents being provided to the said authorities.

4.6.8. All tax assessment proceedings / appeals / litigations of whatsoever nature by or against the Demerged Company, whether pending on the Appointed Date or which are instituted at any time in the future and relating to the Demerged Undertaking of the Demerged Company, shall be continued and / or enforced by or against the Demerged Company until the Effective Date. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against the Resulting Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Core Undertaking of the Demerged Company.

4.6.9. Further, the proceedings shall neither abate or be discontinued nor be in any way prejudicially affected by reason of the demerger of the Core Undertaking of the Demerged Company or anything contained in the Scheme.

4.6.10. Any tax liabilities under the income tax laws, service tax laws, goods and services tax laws, excise duty laws, applicable state value added tax laws or other Applicable Laws / regulations dealing with taxes / duties / levies applicable to the Core Undertaking of the Demerged Company to the extent not provided for or covered by tax provisions in the accounts made as on the Appointed Date shall be transferred to the Resulting Company. Any surplus in the provision for taxation / duties / levies account including advance tax and tax deducted at source as on the Appointed Date will also be transferred to the account of the Resulting Company.

5. CONSIDERATION

5.1. Upon this Scheme becoming effective and in consideration of the demerger of the Demerged Undertaking from the Demerged Company to the Resulting Company, the Resulting Company shall, without any further act, instrument, deed or matter, issue and allot fully paid-up equity shares to eligible equity shareholders of the Demerged Company, as on the Record Date, or to their respective heirs, executors, administrators, or legal representatives, in the following manner:

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"1 (One) equity share of KPML having face value of INR 1/- each fully paid up shall be issued for every 1 (One) equity share of INR 1/- each fully paid up held in LCL"

5.2. The aforesaid ratio for the issue of equity shares by the Resulting Company against the equity shares held by the shareholders in the Demerged Company is based on the recommendations made in the Share Entitlement Ratio Report dated 21st August, 2023 issued by the independent Registered Valuer(s) Mr. Niranjan Kumar, Registered Valuer, having IBBI registration No – IBBI/RV/06/2018/10137.

5.3. Equity shares to be issued and allotted in terms hereof will be subject to the Memorandum of Association and Articles of Association of the Resulting Company and shall be deemed to be in compliance with the provisions of the Act or any law for the time being in force.

5.4. The approval of this Scheme by the requisite majority of shareholders of the Resulting Company shall be deemed to be in due compliance of the provisions of Section 62 of the Act, Section 42 of the Act, and other relevant and applicable provisions of the Act for the issue and allotment of shares by the Resulting Company to the shareholders of the Demerged Company, as provided in this Scheme.

5.5. The equity shares shall be issued in dematerialized form to those shareholders who hold shares of the Demerged Company in dematerialized form, into the account in which shares of the Demerged Company are held or such other account as is intimated in writing by the shareholders to the Demerged Company and/or its Registrar.

5.6. No fractional shares shall be issued by the Resulting Company to the shareholders of the Demerged Company in respect of the residual fractional entitlements (if any), to which the shareholders of the Demerged Company may be entitled on issue and allotment of the shares of the Resulting Company in pursuance of Clause 5.1. Any fraction arising out of such allotment shall be rounded off to the closest integer (i.e., if fraction equals to or exceed 0.5, round-off will be to higher integer and vice versa).

5.7. In the event, the Demerged Company/ Resulting Company restructures or reorganises its equity share capital by way of share split / consolidation / issue of bonus shares / buyback of shares etc., during the period upto the approval of this Scheme, the Share Entitlement Ratio, as per Clause 5.1 above shall be adjusted accordingly, and if required, to consider the effect of any such restructuring or reorganisation of equity share capital of the Resulting Company.

5.8. The Board of Directors of the Demerged Company and the Resulting Company shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new shareholders in the Resulting Company on account of the difficulties, if any, in the transition period.

6. REDUCTION OF INITIAL EQUITY SHARE CAPITAL OF THE RESULTING COMPANY

6.1. Upon allotment of the Equity Shares by the Resulting Company in terms of Clause 5 above, the pre-demerger shareholding in the Resulting Company held by existing shareholders (i.e., 100,000 equity shares of INR 1/- each), shall be cancelled in accordance with the order of the NCLT sanctioning the Scheme under Sections 230 to 232 of the Companies Act, 2013. The cancellation of the initial share capital shall result in a mirror image of the shareholding pattern in the Resulting Company as it stands for the Demerged Company as of the Record Date. No consideration shall be payable to the shareholders of the Resulting Company on account of cancellation of such pre-demerger equity share capital pursuant to this clause.

6.2. Since the said reduction is an integral part of the Scheme under Section 230 to 232 and will be made effective pursuant to order(s) of the NCLT(s) sanctioning the Scheme in terms of Sections 230 to 232 of the Act, the provisions of Section 66 of the 2013 Act shall not be applicable unless the NCLT holds otherwise. In any event, it shall be deemed that the members of the Resulting Company who have approved the Scheme have also resolved and accorded all relevant consents under Section 66 of the Companies Act, 2013 or any other provisions of the Act to the extent the same may be considered applicable and that there will be no need to pass a separate shareholders' resolution as required under Section 66 of the Companies Act, 2013. The order of the NCLT sanctioning the Scheme shall also be deemed to be an order under Section 66 of the Companies Act, 2013 confirming the reduction.

6.3. Upon cancellation of the initial equity share capital of the Resulting Company as per clause 6.1 above, the equity share capital of the Resulting Company shall stand reduced to the extent of

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the nominal value of the shares cancelled by the Resulting Company in terms of the order of the NCLT approving the Scheme, without any further act or deed. Where in case, the NCLT specifically holds that Section 66 of the Companies Act, 2013 is applicable to this Scheme and the necessary minute of the resolution passed for approving this Scheme, shall be registered, with the Registrar of Companies, Kanpur in terms of Section 66 of the Companies Act, 2013. Filing of the aforesaid minute of the resolution with the Registrar of Companies, shall be deemed to be in compliance with Section 66 of the Act and no other act or deed would be required.

6.4. Notwithstanding the reduction in the equity share capital of the Resulting Company, the Resulting Company shall not be required to add "And reduced" as a suffix to its name.

6.5. Upon registration of the Order sanctioning the Scheme, with the Registrar of Companies, Kanpur, the reduction shall be deemed to take effect from the Effective Date.

6.6. Such reduction in the share capital of the Resulting Company as contemplated in clause 6.1 of this Scheme shall be conditional upon Clause 4 and Clause 5 of Part B of this Scheme becoming effective on the Effective Date. If this Scheme is, for any reason whatsoever, not sanctioned by the NCLT, such reduction of share capital as set out in this clause 6.1 of Part B of the Scheme, shall not become effective and shall be deemed to be redundant.

7. REORGANISATION OF AUTHORIZED SHARE CAPITAL OF THE DEMERGED COMPANY AND THE RESULTING COMPANY

7.1. Upon the Scheme coming into effect, out of the entire authorized share capital of the Demerged Company as on the appointed date, representing INR 25,00,00,000 (Rupees Twenty Five Crores) divided into 25,00,00,000 equity shares of INR 1/- each, an amount of INR 12,50,00,000 (Rupees Twelve Crore Fifty Lakh only) divided into 12,50,00,000 equity shares of INR 1/- each shall stand transferred to the authorized share capital of the Resulting Company without any further act or deed; and consequently the authorized share capital of the Demerged Company shall stand reduced to an amount of INR 12,50,00,000 (Rupees Twelve Crore Fifty Lakh only) divided into 12,50,00,000 equity shares of INR 1/- each.

7.2. By virtue of Clause 7.1 above, Clause (V) and 5 of the Memorandum of Association of the Demerged Company and the Resulting Company, respectively, and the relevant clause, if any, of the Articles of Association of both these companies, relating to their Authorized Share Capital respectively, shall without any further act, instrument or deed, stand altered, modified and amended pursuant to Section 13, Section 14, Section 61 and other applicable provisions of the Act, as the case may be, to reflect the revised authorised share capital of the Demerged Company and the Resulting Company, respectively.

7.3. The existing Clause (V) of the Memorandum of Association of the Demerged Company shall, without any further act, instrument or deed on part of the Demerged Company, be deemed to be replaced by the Clause set out below:

"The Authorized Share Capital of the Company is Rs 12,50,00,000 divided into 12,50,00,000 equity shares of Re 1/- each."

7.4. Accordingly, Clause 5 of the Memorandum of Association of the Resulting Company shall stand modified and be substituted by the following:

"The Authorized Share Capital of the Company is Rs 12,60,00,000 *divided into* 12,60,00,000 *equity shares of Re 1/- each."*

7.5. For avoidance of doubt, it is hereby clarified that if during the pendency of the Scheme, the authorized share capital of the Demerged Company and/ or the Resulting Company undergoes any change, either as a consequence of any corporate action or otherwise, then the authorized share capital to be specified in Clause (V) and 5 of the Memorandum of Association of the Demerged Company and the Resulting Company respectively, relating to the authorized share capital with effect from the Effective Date shall automatically stand modified to take into account the effect of the change consequent to any corporate action or otherwise.

7.6. The stamp duty or filing fees already paid on the authorized share capital of the Demerged Company are permitted to be utilized and appropriated towards the increase in the authorized share capital of the Resulting Company, in accordance with Clause 7.1 above, and no further demand of additional stamp duty (other than the differential duty under Section 232 of the Companies Act, 2013, if required) or fee shall be raised or made upon the Resulting Company by

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any regulatory authorities in relation to such increase in the authorized share capital of the Resulting Company, including by the relevant Registrar of Companies.

7.7. It is hereby clarified that for the purposes of increasing the authorized share capital of the Resulting Company in accordance with Clause 7.1 above, consent of shareholders of the Resulting Company to this Scheme shall be deemed sufficient for the purpose of effecting this amendment and that no further resolution under Section 13, Section 14, Section 61 or any other applicable provisions of the Act would be required to be separately passed.

8. ACCOUNTING TREATMENT

8.1. **In the books of the Resulting Company**

Upon the Scheme becoming effective, with effect from the Appointed Date, transfer of the Demerged Undertaking shall be accounted for in the books of the Resulting Company in accordance with "pooling of interest" method as per the applicable accounting principles as laid down in Ind AS-103 prescribed under Section 133 of the Companies Act, 2013 read with the Companies (Indian Accounting Standards) Rules, 2015, as may be amended from time to time. Accordingly, the Resulting Company shall provide the following accounting treatment in its books of accounts:

(i) Resulting Company shall record all the assets, liabilities of the Demerged Undertaking vested in it pursuant to this Scheme, at the same value and in the same form as recorded in the books of accounts of the Demerged Company.

(ii) The inter-company deposits/ loans and advances/ payables & receivables/ balances outstanding between the Demerged Undertaking of the Demerged Company and the Resulting Company, if any, shall stand cancelled.

(iii) The Resulting Company shall credit to its share capital and record the issuance of equity shares allotted by it pursuant to Clause 5 of the Scheme at face value.

(iv) The surplus, if any, between the carrying value of assets, liabilities as recorded under Clause 8.1 (i) above transferred to the Resulting Company, and the consideration recorded as per Clause 8.1(iii) above, after taking into consideration the impact of clause 8.1 (ii) above and Clause 6, shall be recorded as capital reserve in the books of the Resulting Company and would be presented separately from other capital reserves with disclosure of its nature and purpose in the notes to the financial statements of the Resulting Company. If the aforesaid cumulative impact is a deficit, then the same shall be adjusted against the capital reserve and revenue reserve of the Resulting Company in that order, and balance if any left, shall be presented as Amalgamation Adjustment Account under Other Equity.

(v) In case of any difference in accounting policies between the Demerged Company and the Resulting Company, the impact of the same will be quantified and adjusted to the revenue reserves of the Resulting Company to ensure that the financial statements of the Resulting Company reflect the financial position on the basis of accounting policies of the Resulting Company.

(vi) Notwithstanding the above, the Board of Directors of the Resulting Company, is authorized to record assets, liabilities in compliance with prevailing accounting standards.

8.2. **In the books of the Demerged Company**

Upon the Scheme becoming effective, the Demerged Company shall account for the demerger of the Demerged Undertaking in its books of accounts in accordance with the accounting principles generally accepted in India. It would *inter alia* include the following:

(i) All the respective carrying values of assets and liabilities as appearing in the books of account of the Demerged Company pertaining to the Demerged Undertaking and vested in the Resulting Company pursuant to the Scheme, after adjustment of any inter-company balances cancelled pursuant to this scheme, shall be reduced from the books of accounts of the Demerged Company as on the Effective Date.

(ii) The value of Investment in Resulting Company as recorded in the books of the Demerged Company shall be cancelled.

(iii) The difference, if any, between the carrying value of assets and liabilities of the Demerged Undertaking standing in the books of accounts of the Demerged Company and transferred to the Resulting Company on the Effective Date as per Clause 8.2(i) above, after adjustment

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of cancellation of investment in Resulting Company as discussed above, shall be adjusted against revenue reserve in the books of the Demerged Company (debit or credit, as the case may be).

(iv) Notwithstanding the above, the Board of Directors of the Demerged Company, is authorized to record transfer and vesting of assets, liabilities in compliance with prevailing accounting standards.

9. CHANGE IN NAME OF THE DEMERGED COMPANY

9.1. As an integral part of the Scheme and upon coming into effect of the Scheme, the name of the Demerged Company shall stand changed from Lohia Corp Limited to **Lohia Packaging Solutions Limited** or such other name as may be decided by its Board of Directors and approved by the concerned Registrar of Companies. Further, the present name i.e., Lohia Corp Limited, wherever it occurs in the Memorandum of Association, shall be substituted by such new name.

9.2. It is hereby clarified that for the purpose of this Clause 9, the consent of the shareholders of the Demerged Company to the Scheme shall be deemed to be sufficient for change of name of the Demerged Company and no further resolutions under the applicable provisions of the Act would be required to be separately passed.

9.3. Pursuant to the Scheme, the Demerged Company shall file the requisite forms with the concerned Registrar of Companies for such change in name.

10. CHANGE IN NAME OF THE RESULTING COMPANY

10.1. As an integral part of the Scheme and upon coming into effect of the Scheme, the name of the Resulting Company shall stand changed from 'Kanpur Packaging Machines Limited' to '**Lohia Corp Limited**' or such other name as may be decided by its Board of Directors and approved by the concerned Registrar of Companies. Further, the present name i.e., Kanpur Packaging Machines Limited, wherever it occurs in the Memorandum of Association, shall be substituted by such name.

10.2. It is hereby clarified that for the purpose of this Clause 10, the consent of the shareholders of the Resulting Company to the Scheme shall be deemed to be sufficient for change of name of the Resulting Company and no further resolutions under the applicable provisions of the Act would be required to be separately passed.

10.3. Pursuant to the Scheme, the Resulting Company shall file the requisite forms with the concerned Registrar of Companies for such change in name.

11. CONDUCT OF BUSINESS

11.1. Subject to Clause 4 of the Scheme, with effect from the Appointed Date and up to and including the Effective Date:

(i) the Demerged Company undertakes to carry on and shall be deemed to have been carrying on all business activities relating to the Demerged Undertaking and stand possessed of all the assets, rights, title, interest of the Demerged Undertaking for and on account of, and in trust for, the Resulting Company

(ii) all income, receipts, profits accruing to the Demerged Company and attributable to the Demerged Undertaking and all taxes thereon or losses arising or incurred by it, from the Appointed Date till the Effective Date, with respect to the Demerged Undertaking shall, for all purposes, be treated as and deemed to be the income, expenses, payments, profits, taxes or losses, as the case may be, of the Resulting Company.

(iii) the Demerged Company shall carry on the business of the Demerged Undertaking with reasonable diligence and business prudence and in the same manner as it had been doing hitherto;

(iv) the Demerged Company shall not, without the written concurrence of Board of Directors of the Resulting Company, sell, transfer or otherwise alienate, charge, mortgage or encumber or otherwise deal with or dispose of any of its properties of the Demerged Undertaking, except in the ordinary course of business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the respective Boards of Directors of the Demerged Company and the Resulting Company;

(v) the Demerged Company shall not vary or alter, except in the ordinary course of its business and as may be required for reorganization, the terms and conditions of employment of any of its employees in relation to the Demerged Undertaking.

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(vi) except with the consent of the Board of Directors of the Demerged Company, the Resulting Company shall not make any change in its respective capital structure either by any increase (by issue of equity shares, bonus shares, convertible debentures or otherwise), decrease, reduction, reclassification, sub-division or consolidation, re-organisation, or in any other manner effect the re-organisation of share capital of the Resulting Company.

11.2. With effect from the Effective Date, the Resulting Company shall continue and carry on and shall be authorised to carry on the businesses carried on by the Demerged Undertaking of the Demerged Company.

12. SAVING OF CONCLUDED TRANSACTIONS

12.1. The transfer of properties and liabilities under Clause 4 above and the continuance of proceedings by or against the Demerged Company under Clause 4.5 above shall not affect any transaction or proceedings already concluded by the Demerged Company on or after the Appointed Date till the Effective Date, to the end and intent that the Resulting Company accepts and adopts all acts, deeds and things done and executed by the Demerged Company in respect thereto as done and executed on behalf of itself.

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PART D - GENERAL CONDITIONS

13. **COMPLIANCE WITH TAX LAWS**

13.1. This Scheme, in so far as it relates to the demerger of Demerged Undertaking of the Demerged Company into the Resulting Company, has been drawn up to comply with the conditions relating to "Demerger" as specified under the tax laws, including Section 2(19AA) of the IT Act, which include the following and with the other relevant sections (including Sections 47 and 72A) of the IT Act.

13.2. If any terms or provisions of this Scheme are found to be or interpreted to be inconsistent with any of the said provisions at a later date whether as a result of a new enactment any amendment or coming into force of any provision of the IT Act or any other law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provisions of the tax laws shall prevail and this Scheme shall be modified accordingly with consent of each of the Companies (acting through their respective Board of Directors).

14. **REMAINING BUSINESS AND OTHER LIABILITIES**

14.1. The Demerged Company shall continue to carry on the Remaining Business. All the assets, liabilities and obligations pertaining to the Remaining Business arising prior to, on or after the Appointed Date including liabilities other than those transferred to the Resulting Company under Clause 1.7 read with Clause 4.2 of this Scheme shall continue to belong to, be vested in and be managed by the Demerged Company.

14.2. Save and except the Demerged Undertaking of the Demerged Company and as expressly provided in the Scheme, nothing contained in this Scheme shall affect the Remaining Business of the Demerged Company, or any other business, assets and liabilities of the Demerged Company, which shall continue to belong to and be vested in and be managed by the Demerged Company.

15. **APPLICATION TO THE NCLT**

15.1. The Participating Companies may, with all reasonable dispatch, make a joint application to the NCLT, under Sections 230 to 232 and other applicable provisions of the Act, seeking orders for dispensing with or convening, holding and / or conducting of the meetings of the classes of their respective shareholders and creditors, as the case may be, and for sanctioning this Scheme with such modifications, as may be approved by the NCLT.

15.2. Upon this Scheme being approved by the requisite majority of the shareholders of the Participating Companies (wherever required), the Participating Companies shall, file a joint petition before the NCLT for sanction of this Scheme under Sections 230 to 232 and other applicable provisions of the Act, and for such other order or orders, as the NCLT may deem fit for putting this Scheme into effect. Upon this Scheme becoming effective, the shareholders of the Participating Companies shall be deemed to have also accorded their approval under all relevant provisions of the Act for giving effect to the provisions contained in this Scheme.

16. **POWER TO GIVE EFFECT TO THIS PART**

16.1. The Resulting Company shall enter into and/or issue and/ or execute deeds writings or confirmation or enter into any tripartite arrangements, confirmations or novations, to which the Demerged Company will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required. Further, the Resulting Company shall be deemed to be authorized to execute any such deeds, writings, confirmations on behalf of the Demerged Company and to implement or carry out all formalities required on the part of the Demerged Company to give effect to the provisions of this Scheme.

16.2. Upon coming into effect of the Scheme, the Resulting Company and/or the Demerged Company shall, within reasonable dispatch / time lines apply for transition of all licenses and statutory registrations of the Demerged Company including but not limited to product registrations (including applications and authorizations for product registrations), manufacturing licenses, insurance policies, product permissions, certificates, market authorizations, filings, dossiers (including

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experience and pre-qualification submissions), industrial licenses, municipal permissions, approvals, consents, permits, quotas, incentives, subsidies and recognitions. The period between Effective Date and the last date on which the transfer of all such aforementioned licenses and statutory registrations have occurred is hereinafter referred to as "**Transition Period**". During the Transition Period, the Resulting Company may procure or use or manufacture or sale, all materials and products under the respective country registrations including the packing material, art work, label goods, cartons, stickers, wrappers, labels, containers, point of sale material, sign board, samples, closures, publicity materials in the name and form/format of the Demerged Company under any license and/or statutory registration, if any, while conducting the business of the Demerged Undertaking, with a view to avoid any disruption of business, to ensure continuity of operations and uninterrupted supply of the registered products for export purposes.

16.3. Even after the Scheme becomes operative, the Resulting Company shall be entitled to operate all Banks Accounts and use all bank guarantees and letter of credit of the Demerged Company, relating to the undertaking and release all monies and complete and enforce all subsisting contracts and transactions in respect of the Demerged Company in the name of Demerged Company in so far as may be necessary, till the transfer of rights and obligations of the Demerged Company to the Resulting Company, until this Scheme is formally accepted by all the parties concerned.

17. DIVIDENDS

17.1. The Participating Companies shall be entitled to declare and pay dividends, whether interim and / or final, to their respective shareholders prior to the Effective Date.

17.2. It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any shareholder of the Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Boards of Directors of the Participating Companies, and if applicable as per the provisions of the Act, be subject to the approval of the shareholders of each of the Participating Companies.

18. INTERPRETATION

18.1. If any terms or provisions of this Scheme are found to be or interpreted to be inconsistent with any provisions of Applicable Law at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the provisions of the Applicable Law shall prevail. Subject to obtaining the sanction of the Tribunal, if necessary, this Scheme shall then stand modified to the extent determined necessary to comply with the said provisions. Such modification will, however, not affect other parts of this Scheme. Notwithstanding the other provisions of this Scheme, the power to make such amendments/modifications as may become necessary, whether before or after the Effective Date, shall, subject to obtaining the sanction of the Tribunal, if necessary, vest with the Board of Directors of the Participating Companies, and which power shall be exercised reasonably in the best interests of the Participating Companies, and their respective shareholders.

19. EFFECTIVENESS

19.1. Subject to the provisions of this Scheme, the certified copies of the orders of the NCLT approving this Scheme shall be filed with the jurisdictional Registrar of Company by the Participating Companies ("Effective Date"), and the Scheme shall be effective from the Appointed Date.

20. MODIFICATION OR AMENDMENT TO THE SCHEME

20.1. The Participating Companies, acting through their respective Boards of Directors, are authorized to make any modifications or amendments to this Scheme which the Board of Directors may deem necessary or assent to any modifications or amendments to this Scheme, which the NCLT and / or any other authorities may deem fit to direct or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise for implementing and / or carrying out this Scheme. The Participating Companies, acting through their respective Boards of Directors, be and are hereby authorized to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubts, difficulties or questions, whether by reason of any orders of the NCLT or of

for LOHIA CORP LIMITED

For KANPUR PACKAGING MACHINES LIMITED

any directive or orders of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and / or any matters concerning or connected therewith.

20.2. In the event of any inconsistency between any of the terms and conditions of any earlier arrangement between the Participating Companies and their respective shareholders, and the terms and conditions of this Scheme, the latter shall prevail.

20.3. If any part of this Scheme is invalid, ruled illegal or rejected or is unreasonably delayed or not sanctioned by any court of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the parties that such part shall be severable from the remainder of this Scheme and this Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party, in which case the Participating Companies, acting through their respective Boards of Directors, shall attempt to bring about a modification in this Scheme, as will best preserve for the parties, the benefits and obligations of this Scheme, including but not limited to such part, which is invalid, ruled illegal or rejected, or being unreasonably delayed or not sanctioned by any court of competent jurisdiction, or unenforceable under present or future laws.

20.4. The Participating Companies, acting through their respective Boards of Directors, shall each be at liberty to withdraw from this Scheme in case any condition or alteration imposed by a Court or the NCLT or any other authority is unacceptable to any of them or if so decided by the Board of Directors. If any part of this Scheme is found to be unworkable for any reason whatsoever, this shall not, subject to the decision of the Participating Companies, affect the validity or implementation of the other parts and / or provisions of this Scheme. In the event a part of this Scheme is found unworkable and the Participating Companies decide to implement the remaining part of this Scheme, to the extent it is unworkable, shall become null and void and no rights or liabilities whatsoever shall accrue to, or be incurred inter se by, the parties or their respective stakeholders or any other persons with respect to such part of the Scheme.

20.5. For the purpose of Part D (including but not limited to Clause 16, 18 and 20) of the Scheme, the consent / approval from the shareholders and / or creditors as required in terms of section 230 of the Companies Act, 2013 for approval of the Scheme, shall be deemed to be sufficient approval to the Board of Directors of the Participating Companies and all concerned for carrying on any modification or withdrawal of the Scheme as may be required.

21. SCHEME CONDITIONAL ON APPROVAL / SANCTIONS

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

a) The Scheme being approved by the requisite majority in number and value of the various class of shareholders and / or creditors (where applicable) of the Demerged Company and the Resulting Company respectively, as required under the Act and as may be directed by the NCLT.

b) The Scheme being sanctioned by the NCLT or any other authority under Sections 230 to 232 and other applicable provisions of the Act.

c) Certified copies of the orders of the NCLT sanctioning the Scheme being filed with the concerned Registrar of Companies, by the Demerged Company and the Resulting Company respectively.

22. EFFECT OF NON RECIEPT OF APPROVALS

22.1. In the event that the scheme is not sanctioned by the NCLT or in the event any of the other requisite consents, approvals, permissions, sanctions or conditions are not obtained or complied with or for any other reason, the scheme cannot be implemented, the scheme shall not take effect and shall be withdrawn and in that event no rights or liabilities, whatsoever, shall accrue to or be incurred inter se by the parties or their shareholders or creditors or employees or any other person.

23. RESIDUAL

23.1. Upon this Scheme becoming effective, Resulting Company shall be entitled to operate all bank accounts, cash and deposits, realize all monies and complete and enforce all pending contracts and transactions relating to Core Undertaking in its name to the extent necessary.

23.2. On and from the Effective Date and till such time that the name of the bank accounts of the Demerged Company, in relation to or in connection with the Demerged Undertaking, have been replaced with that of the Resulting Company, the Resulting Company shall be entitled to maintain

for LOHIA CORP LIMITED

For KANPUR PACKAGING MACHINES LIMITED

and operate the bank accounts of the Demerged Company pertaining to the Demerged Undertaking, in the name of the Demerged Company for such time as may be determined to be necessary by the Resulting Company. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Demerged Company, in relation to or in connection with the Demerged Undertaking, after the Effective Date shall be accepted by the bankers of the Resulting Company and credited to the account of the Resulting Company, if presented by the Resulting Company.

24. COMPLIANCE WITH APPLICABLE LAWS

24.1. The Companies undertake to comply with all Applicable Laws including making the requisite intimations and disclosures to any statutory or regulatory authority and obtaining the requisite consent, approval or permission of the Central Government, or any other statutory or regulatory authority, which by law may be required for the implementation of this Scheme or which by law may be required in relation to any matters connected with this Scheme.

25. COSTS

25.1. All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Demerged Company and the Resulting Company arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto shall be borne by the Resulting Company. In terms of Clause 4.6.6, said cost and expenses shall be allowed as deduction to the Resulting Company in accordance with the Section 35DD of the IT Act over a period of five (5) years, beginning with the previous year in which the Scheme becomes effective.

26. NO CAUSE OF ACTION

26.1. No third party claiming to have acted or changed its position in anticipation of this Scheme taking effect, shall get any cause of action against the Demerged Company and Resulting Company or their directors or officers, if this Scheme does not take effect or is withdrawn, amended, modified for any reason whatsoever.

राष्ट्रीय कम्पनी विधि अधिकरण
National Company Law Tribunal
इलाहाबाद न्यायपीठ
Allahabad Bench

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for LOHIA CORP LIMITED

Authorised Signatory

For KANPUR PACKAGING MACHINES LIMITED

Authorised Signatory

22-04-2024

SURYA PRATAP SINGH
Assistant Registrar
National Company Law Tribunal
Allahabad Bench

SCHEDULE -I

ALL IMMOVEABLE PROPERTIES PERTAINING TO TECHNICAL TEXTILE MACHINERY BUSINESS GETTING VESTED IN RESULTING COMPANY INCLUDING FOLLOWING:

S. No.	Address & Location	Measurement in Sq. Mts.
Freehold Land and Building appurtenant thereto		
1	Plot Nos. # 822, 831, 833, 835, 840 & 884, situated at village Amiliha, Tehsil Bilhaur, Kanpur, Uttar Pradesh, India	27,090.75
2	Plot No. # 840 situated at village Amiliha, Tehsil Bilhaur, Kanpur, Uttar Pradesh, India	410.00
3	Plot No. # 823 situated at village Amiliha, Tehsil Bilhaur, Kanpur, Uttar Pradesh, India	6,280.00
4	Plot No. # 818 situated at village Amiliha, Tehsil Bilhaur, Kanpur, Uttar Pradesh, India	5,615.00
5	Plot No 443-445 A situated at village Mallawn, Tehsil Bilhaur, Kanpur, Uttar Pradesh, India	17,173.89
6	Plot Nos. # 500A, 500B, 598, 499A & 499B situated at village Amiliha, Block Chaubepur, Tehsil Bilhaur, Kanpur, Uttar Pradesh, India	12,300.00
7	Plot Nos. # 446, 448, 449 situated at village Mallawn, Tehsil Bilhaur, Kanpur, Uttar Pradesh, India	3,239.00
8	Plot No. # 474 situated at village Amiliha, Tehsil Bilhaur, Kanpur, Uttar Pradesh, India	6,744.50
9	Plot Nos. # 468, 416 Ka, 416 Kha situated at village Mallawn, Tehsil Bilhaur, Kanpur, Uttar Pradesh, India	1,214.63
10	Plot No. # 418 situated at village Mallawn, Tehsil Bilhaur, Kanpur, Uttar Pradesh, India	6,667.63
11	Plot No. # 450 situated at village Mallawn, Tehsil Bilhaur, Kanpur, Uttar Pradesh, India	397.36
12	Plot No. # 419 situated at village Mallawn, Tehsil Bilhaur, Kanpur, Uttar Pradesh, India	3,690.00
13	Plot No. # 472 situated at village Amiliha, Tehsil Bilhaur, Kanpur, Uttar Pradesh, India	1,855.25
14	Plot No. # 470 situated at village Amiliha, Tehsil Bilhaur, Kanpur, Uttar Pradesh, India	2,388.25
15	Plot No. # 469 situated at village Amiliha, Tehsil Bilhaur, Kanpur, Uttar Pradesh, India	2,393.38
16	Plot No. # 471 situated at village Amiliha, Tehsil Bilhaur, Kanpur, Uttar Pradesh, India	1,855.25
17	Plot Nos. # 425 & 427 situated at village Mallawn, Tehsil Bilhaur Kanpur, Uttar Pradesh, India	4,612.50
18	Plot No. # 426 situated at village Amiliha, Chaubepur, Kanpur, Uttar Pradesh, India	1,130.00
19	Plot No. # 450 situated at village Mallawn, Tehsil Bilhaur, Kanpur, Uttar Pradesh, India	1,030.00
20	Plot No. # 501 situated at village Amiliha, Tehsil Bilhaur, Kanpur, Uttar Pradesh, India	12,230.00
21	Plot Nos. # 422, 423,424, 421 & 441 situated at village Amiliha, Chaubepur, Kanpur, Uttar Pradesh, India	11,172.50
22	Plot No. # 496 situated at village Amiliha, Tehsil Bilhaur, Kanpur, Uttar Pradesh, India	2,972.50
23	Plot Nos. # 495Ka & 497Ka situated at village Amiliha, Tehsil Bilhaur, Kanpur, Uttar Pradesh, India	1,768.13
24	Plot Nos. # 407CH, 413, 414 & 415 situated at village Mallawn, Tehsil Bilhaur, Kanpur, Uttar Pradesh, India	25,992.25
25	Plot No. # 480 situated at village Amiliha, Tehsil Bilhaur, Kanpur, Uttar Pradesh, India	800.00
26	Plot No. # 479 situated at village Amiliha, Tehsil Bilhaur, Kanpur, Uttar Pradesh, India	830.00
27	Plot No. # 481 situated at village Amiliha, Tehsil Bilhaur, Kanpur, Uttar Pradesh, India	900.00

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Leasehold Land and Building appurtenant thereto		
28	Plot No. C-3, Panki Industrial Area, Site-1, Kanpur, Uttar Pradesh-208022	8,180.10
29	Plot No. C-4, Panki Industrial Area, Site-1, Kanpur, Uttar Pradesh-208022	8,171.69
30	Plot No. D-3/A, Panki Industrial Area, Site-1, Kanpur, Uttar Pradesh-208022	6,420.33
31	Plot No. D-3/B, Panki Industrial Area, Site-1, Kanpur, Uttar Pradesh-208022	3,893.43
32	Plot No. D-2/2, Panki Industrial Area, Site-1, Kanpur, Uttar Pradesh-208022	3,282.99
33	Plot No. D-2/1, Panki Industrial Area, Site-1, Kanpur, Uttar Pradesh-208022	3,840.56
34	Plot No. F-4, Panki Industrial Area, Site-1, Kanpur, Uttar Pradesh-208022	2,788.92
35	Plot No. D-4/D, Panki Industrial Area, Kanpur, Uttar Pradesh-208022	1,943.70
36	Plot No. D-1/1, Panki Industrial Area, Site-1, Kanpur, Uttar Pradesh-208022	5,151.33
37	Plot No. D-9, Belmark, Panki Industrial Area, Site-1, Kanpur, Uttar Pradesh-208022	4,470.33

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SCHEDULE -II

DETAILS OF INVESTMENTS

INVESTMENTS GETTING VESTED IN RESULTING COMPANY :

S. No.	Name of Company	Nature of Investment	No. of Shares	Nominal Value	Book Value (INR)
1	Sundariam Industries Private Limited	Equity	80,000	Rs. 8,00,000	Rs. 8,00,000
2	Leesona Corp, USA	Equity	1,500,000	USD 1,500,000	Rs. 10,42,72,500
3	Lohia Global Solutions FZE, UAE	Equity	500	AED 500,000	Rs. 99,92,500
4	Lohia Global Solutions S.A., Panama	Equity	1,00,000	USD 1,00,000	Rs. 78,89,500
5	LDB Importacao E Exportacao Ltda, Brazil	Equity	1,000,000	BRL 1,000,000	Rs. 14,01,100

ADVOCATE ★ SUSHIL KUMAR SINGH ★ NOTARY GOVT. CENTRAL COURTS KANPUR U.P. (INDIA) R. N. 684/1998

SCHEDULE -III

INTELLECTUAL PROPERTY RIGHTS

A. PATENTS & COPYRIGHTS

All Patents, Copyrights & Designs granted, applied for or under process, whether in India or outside India, shall stand vested in Resulting Company.

B. TRADEMARKS

(i) Following Trademarks registered, applied for or under process shall stand vested in Resulting Company:

S. No.	Trademark	Logo	Registration / Application No.	Validity	Class(es)	Remarks
1	LOHIA CORP (Word)	LOHIA CORP	2540672	30-05-2033	7	**Registered** Certificate No. 2266463 Dated: 31/08/2019 Notified in Journal No.: 1918
2	LOHIA CORP (Word)	LOHIA CORP	2540673	30-05-2033	16	**Registered** Certificate No. 1420622 Dated: 23/12/2016 Notified in Journal No.: 1778
3	LOHIA CORP (Word)	LOHIA CORP	2540674	30-05-2033	37	**Registered** Certificate No. 1420436 Dated: 23/12/2016 Notified in Journal No.: 1778
4	LOHIA CORP (Word)	LOHIA CORP	2540675	N/A	41	**Opposed**
5	LOHIA CORP (Logo)	Lohia	2540676	30-05-2033	7	**Registered** Certificate No. 2266464 Dated: 31/08/2019 Notified in Journal No.: 1918
6	LOHIA CORP (Logo)	Lohia	2540677	30-05-2033	16	**Registered** Certificate No. 2266461 Dated: 31/08/2019 Notified in Journal No.: 1918
7	LOHIA CORP (Logo)	Lohia	2540678	N/A	37	**Objected**
8	LOHIA CORP (Logo)	Lohia	2540679	30-05-2033	41	**Registered** Certificate No. 1420396 Dated: 23/12/2016 Notified in Journal No.: 1778
	LOHIA CORP (Logo)	Lohia	4408813	15-01-2030	99 (Multiclass-7,37)	**Registered** Certificate No. 2506273 Dated: 15/09/2020 Notified in Journal No.: 1967

10	LOHIA nano (Logo)	LOHIA nano	1784993	13-02-2029	99 (Multiclass-7,16,37)	**Registered** Certificate No. 1218468 Dated: 08/07/2015
11	LOHIA a c e (Logo)	LOHIA ace	1738181	29-09-2028	99 (Multiclass-7,16,37)	**Registered** Certificate No. 1271667 Dated: 06/04/2016
12	LOHIA NOVA (Word)	LOHIA NOVA	2024170	16-09-2030	99 (Multiclass-7,16,37)	**Registered** Certificate No. 1927713 Dated: 21/07/2018 Notified in Journal No.: 1860
13	LOHIA NOVA (Logo)	LOHIA nova	4311294	16-09-2030	99 (Multiclass-16,37)	**Registered** Certificate No. 3118892 Dated: 18/11/2022 Notified in Journal No.: 2080
14	LOHIA NOVA (Logo)	LOHIA nova	2024259	N/A	7	**Opposed**
15	NOVA (Word)	NOVA	2024213	N/A	99 (Multiclass-7,16,37)	**Objected** Ready for Show Cause Hearing
16	NOVA (Logo)	nova	2024242	16-09-2030	99 (Multiclass-7,16,37)	**Registered** Certificate No. 2744251 Dated: 19/05/2021 Notified in Journal No.: 2002
17	LOHIA INNOVA (Word)	LOHIA INNOVA	2089507	25-01-2031	7	**Registered** Certificate No. 1075302 Dated: 28/09/2012
18	LOHIA INNOVA (Word)	LOHIA INNOVA	2089508	25-01-2031	16	**Registered** Certificate No. 1495932 Dated: 21/03/2017 Notified in Journal No.: 1790
19	LOHIA INNOVA (Word)	LOHIA INNOVA	2089509	25-01-2031	37	**Registered** Certificate No. 1495921 Dated: 21/03/2017 Notified in Journal No.: 1790
20	COEX (Word)	COEX	2267100	16-01-2032	99 (Multiclass-7,16,37)	**Registered** Certificate No. 1905547 Dated: 03/07/2018 Notified in Journal No.: 1858
21	COEXTEC (Word)	COEXTEC	2270011	20-01-2032	99 (Multiclass-7,16,37)	**Registered** Certificate No. 1275663 Dated: 17/05/2016
22	VALVOMATIC (Word)	VALVOMATIC	2379019	13-08-2032	99 (Multiclass-7,16,37)	**Registered** Certificate No. 1597987 Dated: 10/07/2017 Notified in Journal No.: 1806
23	LOFIL (Word)	LOFIL	1243131	14-10-2033	7	**Registered** Certificate No. 522234 Dated: 18/03/2006

SUSHIL KUMAR SINGH ADVOCATE NOTARY CENTRAL GOVT. KANPUR COURTS U.P. (INDIA)

24	LOREX (Word)	LOREX	1243130	14-10-2033	7	**Registered** Certificate No. 450704 Dated: 24/10/2005
25	DUOTEC (Logo)	duotec	1722231	18-08-2028	99 (Multiclass-7,16,37)	**Registered** Certificate No. 1661831 Dated: 29/09/2017 Notified in Journal No.: 1818
26	LOHIA DUOTEC (Logo)	LOHIA duotec	1722232	18-08-2028	99 (Multiclass-7,16,37)	**Registered** Certificate No. 1434753 Dated: 04/01/2017 Notified in Journal No.: 1780
27	AUTOROTO (Logo)	autoroto	1726957	29-08-2028	99 (Multiclass-7,16,37)	**Registered** Certificate No. 1642779 Dated: 06/09/2017 Notified in Journal No.: 1815
28	LOHIA AUTOROTO (Logo)	LOHIA autoroto	1726936	29-08-2028	99 (Multiclass-7,16,37)	**Registered** Certificate No. 1642834 Dated: 06/09/2017 Notified in Journal No.: 1815
29	BLOKOMATIC (Logo)	BLOKOMATIC	3344328	24-08-2026	99 (Multiclass-7,16,37,41)	**Registered** Certificate No. 1875214 Dated: 31/05/2018 Notified in Journal No.: 1853
30	LAMICOAT (Word)	LAMICOAT	3559969	30-05-2027	37	**Registered** Certificate No. 2560055 Dated: 13/11/2020 Notified in Journal No.: 1975
31	LAMICOAT (Word)	LAMICOAT	4382148	N/A	99 (Multiclass-7,16,41)	**Objected**
32	RECLAMAX (Word)	RECLAMAX	4318041	11-10-2029	7	**Registered** Certificate No. 2422344 Dated: 15/03/2020 Notified in Journal No.: 1946
33	RECLAMAX (Word)	RECLAMAX	4318042	11-10-2029	37	**Registered** Certificate No. 2422574 Dated: 15/03/2020 Notified in Journal No.: 1946
34	LOHIA IFIT (Logo)	ifit	4892761	N/A	9	**Opposed**
35	SMAART Jute BAG (Device)	SMAART Jute BAG	4973060	14-05-2031	16	**Registered** Certificate No. 2907168 Dated: 08/01/2022 Notified in Journal No.: 2035
36	SMAART Jute BAG (Device)	SMAART Jute BAG	4973061		22	**Accepted and Advertised** Published in Journal No. : 2133-0 Dated : 04/12/2023

National Company Law Tribunal
Allahabad Bench

SUSHIL KUMAR SINGH
NOTARY
CENTRAL GOVT.
KANPUR COURTS
U.P. (INDIA)
R. N. 684/1996
ADVOCATE

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37	SMAART Jute BAG (Device)	SMAART Jute BAG	4973062		7	**Accepted and Advertised** Published in Journal No. : 2140-0 Dated : 22/01/2024
38	LOHIA GLOBAL SOLUTIONS (Word)	LOHIA GLOBAL SOLUTIONS	5676860		7	**Objected**
39	LOHIA GLOBAL SOLUTIONS (Word)	LOHIA GLOBAL SOLUTIONS	5676866	10-11-2032	9	**Registered** Certificate No. 3295365 Dated: 31/10/2023 Notified in Journal No.: 2130
40	LOHIA GLOBAL SOLUTIONS (Word)	LOHIA GLOBAL SOLUTIONS	5676873	10-11-2032	16	**Registered** Certificate No. 3292779 Dated: 27/10/2023 Notified in Journal No.: 2129
41	LOHIA GLOBAL SOLUTIONS (Word)	LOHIA GLOBAL SOLUTIONS	5676874		37	**Opposed** Published in Journal No. : 2108 Dated : 12/06/2023
42	LOHIA GLOBAL SOLUTIONS (Device)	LOHIA GLOBAL SOLUTIONS	5676875	10-11-2032	7	**Registered** Certificate No. 3410361 Dated: 20/02/2024 Notified in Journal No.: 2146
43	LOHIA GLOBAL SOLUTIONS (Device)	LOHIA GLOBAL SOLUTIONS	5676876	10-11-2032	9	**Registered** Certificate No. 3337454 Dated: 18/12/2023 Notified in Journal No.: 2135
44	LOHIA GLOBAL SOLUTIONS (Device)	LOHIA GLOBAL SOLUTIONS	5676877	10-11-2032	16	**Registered** Certificate No. 3337455 Dated: 18/12/2023 Notified in Journal No.: 2135
45	LOHIA GLOBAL SOLUTIONS (Device)	LOHIA GLOBAL SOLUTIONS	5676878		37	**Objected**
46	LOHIA PACKAGING SOLUTIONS (Word)	LOHIA PACKAGING SOLUTIONS	5676879		16	**Objected**
47	LOHIA PACKAGING SOLUTIONS (Word)	LOHIA PACKAGING SOLUTIONS	5676880	10-11-2032	22	**Registered** Certificate No. 3292909 Dated: 27/10/2023 Notified in Journal No.: 2129
48	LOHIA PACKAGING SOLUTIONS (Word)	LOHIA PACKAGING SOLUTIONS	5676881		23	**Objected**
49	LOHIA PACKAGING SOLUTIONS (Word)	LOHIA PACKAGING SOLUTIONS	5676882		24	**Objected**

National Company Law Tribunal, Allahabad Bench

SUSHIL KUMAR SINGH ADVOCATE NOTARY CENTRAL GOVT. KANPUR COURTS U.P. (INDIA)

B (ii) Following Trademarks registered, applied for or under process shall remain in Demerged Company:

S. NO.	TRADEMARK	LOGO	REGISTRATION NO./ APPLICATION NO.	VALIDITY	CLASS(ES)	REMARKS
1	LOHIA GROUP (Word)	LOHIA GROUP	626751	29-04-2034	23	**Registered** Certificate No. 496449 Dated: 24/12/2005
2	LOHIA GROUP (Word)	LOHIA GROUP	1794046	09-03-2029	22	**Registered** Certificate No. 1013673 Dated: 10/06/2011
3	LOHIA GROUP (Word)	LOHIA GROUP	626916	29-04-2034	7	**Registered** Certificate No. 2078377 Dated: 18/01/2019
4	LOHIA GROUP (Word)	LOHIA GROUP	626749	29-04-2034	18	**Registered** Certificate No. 2089733 Dated: 31/01/2019 Renewal in Journal No.: 2130
5	LOHIA GROUP (Logo)	LOHIA GROUP	507565	27-03-2030	7	**Registered** Certificate No. 238414 Dated: 28/02/2001
6	LOHIA GROUP (Logo)	LOHIA GROUP	626914	29-04-2034	18	**Registered** Certificate No. 860770 Dated: 30/03/2010
7	LOHIA GROUP (Logo)	LOHIA GROUP	626913	29-04-2034	23	**Registered** Certificate No. 867886 Dated: 31/03/2010
8	LOHIA GROUP (Logo with Slogan)	LOHIA GROUP Together We Shall Weave a Better Future	627230	04-05-2034	23	**Registered** Certificate No. 867904 Dated: 31/03/2010
9	LOHIA GROUP (Logo)	LOHIA GROUP	1700924	19-06-2028	99 (Multiclass-6,9,12,13,16,37)	**Registered** Certificate No. 916315 Dated: 28/01/2011
10	LOHIA GROUP (Logo)	LOHIA GROUP	627233	04-05-2034	18	**Registered** Certificate No. 2134280 Dated: 27/03/2019 Notified in Journal No.: 1896

SUSHIL KUMAR SINGH
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ADVOCATE

National Company Law Tribunal
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SCHEDULE IV

BANK ACCOUNTS

S. No.	Bank Name	Branch	Account No.	Nature of Account
1	Axis Bank Limited	Civil Lines, Kanpur	919040079953523	FDR
2	Axis Bank Limited	Civil Lines, Kanpur	919030094146541	Overdraft
3	Axis Bank Limited	Civil Lines, Kanpur	921030054847492	Cash Credit
4	Axis Bank Limited	Civil Lines, Kanpur	922060050298731	Term Loan
5	Canara Bank	Mall Road, Main Branch, Kanpur	1195261010067	Current Account
6	Canara Bank	Mall Road, Main Branch, Kanpur	1195243000012	EEFC (EURO)
7	Canara Bank	Mall Road, Main Branch, Kanpur	1195241000009	EEFC (USD)
8	Citi Bank NA	Delhi	0715087138	Cash Credit
9	Federal Bank	The Mall, Kanpur	12305600008410	Overdraft
10	Federal Bank	The Mall, Kanpur	12300300486503	FDR
11	Federal Bank	Civil Lines, Kanpur	12309000000035	Term Loan
12	HDFC Bank Ltd.	Civil Lines, Kanpur	01272440000040	EEFC (EURO)
13	HDFC Bank Ltd.	Civil Lines, Kanpur	01272430000116	EEFC (USD)
14	HDFC Bank Ltd.	Civil Lines, Kanpur	01270330000692	Cash Credit
15	HDFC Bank Ltd.	Civil Lines, Kanpur	01270330001182	Overdraft
16	HDFC Bank Ltd.	Ahmedabad	08902130000012	Overdraft
17	HDFC Bank Ltd.	Bangalore	00410330000108	Overdraft
18	HDFC Bank Ltd.	Kolkata	00140330008175	Overdraft
19	HDFC Bank Ltd.	New Delhi	06782130000013	Overdraft
20	HDFC Bank Ltd.	Civil Lines, Kanpur	01272380000100	Overdraft
21	HDFC Bank Ltd.	Civil Lines, Kanpur	50200025225881	Current Account
22	HDFC Bank Ltd.	Civil Lines, Kanpur	50200007354079	Current Account
23	HDFC Bank Ltd.	Civil Lines, Kanpur	50200029006037	Current Account
24	HDFC Bank Ltd.	Civil Lines, Kanpur	57500000447046	Current Account
25	HDFC Bank Ltd.	Civil Lines, Kanpur	57500000528022	Current Account
26	HDFC Bank Ltd.	Civil Lines, Kanpur	50200051728890	EEFC (EURO)
27	HDFC Bank Ltd.	Civil Lines, Kanpur	50200051728802	EEFC (USD)
28	HDFC Bank Ltd.	Civil Lines, Kanpur	50200051728979	EEFC (EURO)
29	HDFC Bank Ltd.	Civil Lines, Kanpur	50200051728788	EEFC (USD)
30	HDFC Bank Ltd.	Civil Lines, Kanpur	50200050988153	Current Account

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राष्ट्रीय कंपनी विधि अधिकरण National Company Law Tribunal इलाहाबाद न्यायपीठ Allahabad Bench

31	HDFC Bank Ltd.	Civil Lines, Kanpur	50200026591724	Current Account
32	HDFC Bank Ltd.	Civil Lines, Kanpur	HDFC551740253	Current Account
33	HDFC Bank Ltd.	Civil Lines, Kanpur	127LN06210890001	Term Loan
34	HDFC Bank Ltd.	Civil Lines, Kanpur	127LN06211800001	Term Loan
35	HDFC Bank Ltd.	Civil Lines, Kanpur	127LN06201670001	Term Loan
36	HDFC Bank Ltd.	Civil Lines, Kanpur	127LN06212700004	Term Loan
37	HDFC Bank Ltd.	Civil Lines, Kanpur	127LN06220800001	Term Loan
38	HDFC Bank Ltd.	Civil Lines, Kanpur	127LN06232490001	Term Loan
39	Hongkong and Shanghai Banking Corporation Limited.	New Delhi	051-235810-001	Cash Credit
40	Hongkong and Shanghai Banking Corporation Limited.	New Delhi	LAENDH451033	EPC Account
41	Krungthai Bank	Bangkok (Thailand)	081-6-00395-5	Current Account
42	Raiffeisen Bank	Moscow (Russia)	40807810300000000206	Current Account
43	Raiffeisen Bank	Moscow (Russia)	40807840700000000067	Current Account
44	State Bank of India	Overseas Branch,Civil Lines, Kanpur	10647070490	EEFC (EURO)
45	State Bank of India	Overseas Branch,Civil Lines, Kanpur	00000010647070081	EEFC (USD)
46	State Bank of India	Overseas Branch,Civil Lines, Kanpur	10647067761	Cash Credit
47	State Bank of India	Overseas Branch,Civil Lines, Kanpur	41409890108	FDR
48	State Bank of India	Overseas Branch,Civil Lines, Kanpur	00000042834867542	EPC Account
49	State Bank of India	Overseas Branch,Civil Lines, Kanpur	00000042393393704	EPC Account
50	UCO Bank	Defence Colony Jajmau, Kanpur	16310210001127	Current Account

All the Plant & Machinery, Equipment, Vehicles, Furniture & fixtures, Cash & Bank Balances, Book Debts and receivables and every other kind of asset pertaining to Technical Textile Machinery Business of the Demerged Company to stand vested in Resulting Company at their respective book values.

राष्ट्रीय कम्पनी विधि अधिकरण National Company Law Tribunal इलाहाबाद न्यायपीठ Allahabad Bench

SUSHIL KUMAR SINGH NOTARY CENTRAL GOVT. KANPUR COURTS U.P. (INDIA) R.N. 684/1993

22-08-2024
SURYA PRATAP SINGH
Assistant Registrar
National Company Law Tribunal
Allahabad Bench