

RE SUSTAINABILITY LIMITED

Registered Office : Level 11B, Aurobindo Galaxy, Hyderabad Knowledge City, Hitech City Road, Hyderabad, Hyderabad, Telangana, India, 500081

CIN : U74140TG1994PLC018833

Website : www.resustainability.com

Email : govind.singh@resustainability.com

TRIBUNAL CONVENED MEETING

OF

THE PREFERENCE SHAREHOLDER

TRIBUNAL CONVENED MEETING:

Day : Thursday

Date : July 4, 2024

Time : 11:00 A.M.

Venue : Avasa, Madhapur - Survey No. 64, 15, 24, 25 & 26, Hitech City Rd, HUDA Techno Enclave, HITEC City, Hyderabad, Telangana 500081

Sl. No.	Contents
1.	Notice of Tribunal Convened Meeting of the Preference Shareholder of Re Sustainability Limited convened as per the directions of the Hyderabad Bench of the National Company Law Tribunal.
2.	Explanatory Statement under Section 230(3) of the Companies Act, 2013, read with Section 102 of the Companies Act, 2013 and Rule 6(3) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016
3.	Scheme of Arrangement, enclosed as Annexure 1
4.	Valuation Report enclosed as Annexure 2
5.	Reports of the Board of Directors of the Companies enclosed as Annexure 3
6.	Supplementary un-audited accounting statement of the Companies for the period ending November 30, 2023 enclosed as Annexure 4
7.	Form of Proxy
8.	Attendance Slip
9.	Route Map

NATIONAL COMPANY LAW TRIBUNAL,

HYDERABAD BENCH, HYDERABAD

CA (CAA) No.08/230/2024

In the matter of the Composite Scheme of Arrangement and Amalgamation between Re Sustainability Limited, Mumbai Waste Management Limited and Ramky Sustainability Solutions Private Limited and their respective shareholders and creditors:

BETWEEN

RE SUSTAINABILITY LIMITED,

A company incorporated under the provisions of the Companies Act, 1956,
and having its registered office at Level 11B, Aurobindo Galaxy,
Hyderabad Knowledge City, Hitech City Road,
Hyderabad, Telangana, 500 081

... Applicant Company / Amalgamated Company

AND

MUMBAI WASTE MANAGEMENT LIMITED,

A company incorporated under the provisions of the Companies Act, 1956
and having its registered office at Level 11B, Aurobindo Galaxy,
Hyderabad Knowledge City, Hitech City Road,
Hyderabad, Telangana, 500 081

... Amalgamating Company

AND

RAMKY SUSTAINABILITY SOLUTIONS PRIVATE LIMITED

A company incorporated under the provisions of the Companies Act, 2013
and having its registered office at 15th Floor Ramky Grandios, Opp. Aphb,
Anjaiah Nagar Gachibowli Seri Lingampally K.V. Rangareddy TG 500 032

... Resulting Company

CA (CAA) No.08/230/2024

Re Sustainability Limited (Applicant)

NOTICE CONVENING THE TRIBUNAL CONVENED MEETING OF THE PREFERENCE SHAREHOLDER OF RE SUSTAINABILITY LIMITED

Notice is hereby given that by an order dated May 6, 2024 (read with corrigendum dated May 9, 2024), the Hyderabad Bench of the National Company Law Tribunal (“NCLT”) has directed a meeting to be held of the preference shareholder of Re Sustainability Limited (“**Applicant Company / Amalgamated Company**”) (“**Order**”) for the purpose of considering, and if thought fit, approving with or without modification, the arrangement proposed to be made between the Applicant Company, Mumbai Waste Management Limited (“**Amalgamating Company**”) and Ramky Sustainability Solutions Private Limited (“**Resulting Company**”) and respective shareholders and creditors, pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 (“**Act**”) read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, Section 2(1B), 2(19AA), 2(19AAA), 2(41A), conditions, if any, notified under sub-section (5) of Section 72A of the Income Tax Act, 1961 (“**IT Act**”) and other relevant provisions of the IT Act (the “**Scheme**” or “**Scheme of Arrangement**”).

In pursuance of the said Order and as directed therein, further notice is hereby given that a meeting of the preference shareholder of the Applicant Company will be held at the on Thursday, July 4, 2024 at 11:00 a.m. (1100 hours) (“**Tribunal Convened Meeting**” or “**Meeting**”), at Avasa, Madhapur - Survey No. 64, 15, 24, 25 & 26, Hitech City Rd, HUDA Techno Enclave, HITEC City, Hyderabad, Telangana 500081 at which place, date and time, the preference shareholder is requested to attend. Copies of the said Scheme and of the Explanatory Statement under Section 230 of the Act can be obtained free of charge at the registered office of the Applicant Company. Persons entitled to attend and vote at the Tribunal Convened Meeting, may vote in person or by proxy, provided that all proxies in the prescribed form are deposited at the registered office of the Applicant Company at Level 11B, Aurobindo Galaxy, Hyderabad Knowledge City, Hitech City Road, Hyderabad, Telangana, 500 081 not later than 48 hours before the aforesaid Tribunal Convened Meeting.

Forms of proxy can be had at the registered office of the Applicant Company. The Hyderabad Bench of NCLT has appointed Sri T.V. Narasimham, Advocate, as the chairperson and CS. Gopinath Surey, PCS as scrutinizer of the said Tribunal Convened Meeting. The above mentioned Scheme of Arrangement, if approved by the Tribunal Convened Meeting, will be subject to the subsequent approval of the Hyderabad Bench of the NCLT.

TAKE NOTICE that the following resolutions is proposed under Sections 230(3) of the Act (including any statutory modification(s) or re-enactment thereof for the time being in force) and the provisions of the Memorandum of Association and Articles of Association of the Applicant Company, for the purpose of considering, and if thought fit, approving with or without modification, the arrangement proposed in the Scheme:

*“**RESOLVED THAT** pursuant to the provisions of Sections 230 to 232 of the Companies Act, 2013, and any other applicable provisions of the Companies Act, 2013, (including any statutory modification(s) or re-enactment thereof, for the time being in force), as applicable, and provisions of Section 110 of the Companies Act, 2013, read with the Companies (Management and Administration) Rules, 2014, and other rules, circulars and notifications made thereunder as may be applicable, and relevant provisions of applicable laws, the provisions of the Memorandum of Association and Articles of Association of Re Sustainability Limited, and subject to the approval of the Hyderabad Bench of the National Company Law Tribunal and such other approvals, permissions and sanctions of regulatory and other authorities or tribunal, as may be necessary, and subject to such conditions and*

modifications as may be prescribed or imposed by the Hyderabad Bench of the National Company Law Tribunal, or by any regulatory or other authorities or tribunal, while granting such consents, approvals and permissions, which may be agreed to by the Board of Directors of Re Sustainability Limited (hereinafter referred to as the “Board”, which term shall be deemed to mean and include one or more Committee(s) constituted/to be constituted by the Board or any other person authorised by it to exercise its powers including the powers conferred by this Resolution), the proposed arrangement embodied in the composite scheme of arrangement and amalgamation between Re Sustainability Limited, Mumbai Waste Management Limited and Ramky Sustainability Solutions Private Limited and their respective shareholders and creditors (“Scheme of Arrangement”) placed before this meeting, be and is hereby approved.

RESOLVED FURTHER THAT *for the purpose of giving effect to the above resolution and for removal of any difficulties, the Board be and is hereby authorized to do all such acts, deeds, matters and things as it may, in its absolute discretion, deem necessary, expedient, usual or proper, and to settle any questions or difficulties that may arise, including passing of such accounting entries and or making such adjustments in the books of accounts as considered necessary to give effect to the above resolution, or to carry out such modifications as may be required and/or imposed by the Hyderabad Bench of the National Company Law Tribunal if and when applicable while sanctioning the arrangement embodied in the Scheme of Arrangement by any tribunal, regulatory or other authorities under law, as may be required for the purpose of resolving any doubts or difficulties that may arise in giving effect to the Scheme, as the Board may deem fit and proper.”*

A copy of the Explanatory Statement under Section 230(3) of the Act, read with Section 102 of the Act and Rule 6(3) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (“**Merger Rules**”), the Scheme of Arrangement, the Form of Proxy and the Attendance Slip are enclosed.

Dated at this June 1, 2024

Sd/-

Govind Singh
Company Secretary
Authorised by a board resolution dated
January 18, 2024 on behalf of the Board
of Directors

Registered Office:

Re Sustainability Limited
Level 11B, Aurobindo Galaxy,
Hyderabad Knowledge City, Hitech City Road,
Hyderabad, Telangana, 500 081

Notes:

1. The Explanatory Statement pursuant to Section 230(3) of the Act read with Section 102 of the Act and Rule 6(3) of the Merger Rules is enclosed herewith and forms part of this Notice.
2. A member entitled to attend and vote at the Meeting is entitled to appoint a proxy(ies) to attend and vote instead of himself/herself and such proxies need not be a member of the

Applicant Company. Proxies, to be effective shall be in the prescribed form, duly filed, stamped, signed and deposited by the person entitled to attend and vote at the said Meeting, or by his authorised representative, not less than 48 hours before the commencement of the Meeting at the Registered Office of the Applicant Company.

Pursuant to the provisions of Act and the rules thereunder, a person can act as proxy on behalf of members not exceeding fifty and holding in the aggregate not more than ten percent of the total share capital of the Applicant Company carrying voting rights. A member holding more than ten percent, of the total share capital of the Applicant Company carrying voting rights may appoint a single person as proxy and such person shall not act as proxy for any other person or shareholder.

3. Members / Proxies are requested to bring the Attendance Slip/proxy form duly filled in, sent herewith alongwith the notice of the Tribunal Convened Meeting at the Meeting. The members who hold shares in dematerialized form are requested to bring their Client Master List / Depository Participant Statement/ Delivery Instruction Slip reflecting their Client Id. and DP Id. No. for easier identification of attendance at the Meeting.
4. In case of joint holders attending the Tribunal Convened Meeting, only such joint holder whose name appears at the top in the hierarchy of names shall be entitled to vote.
5. Corporate members are requested to send a duly certified copy of the Board Resolution/Power of Attorney authorizing their representative to attend and vote at the Meeting.
6. For security reasons, no article/baggage will be allowed at the venue of the Meeting. The members/attendees are strictly requested not to bring any article/baggage, etc. at the venue of the Meeting.
7. Members may avail the nomination facility as provided under Section 72 of the Act.
8. The Notice, together with the documents accompanying the same, is being sent to all the preference shareholders by permitted mode whose names appear in the register of members/list of beneficial owners as received from the depository participant as on May 31, 2024.
9. All documents referred to in the Notice and Explanatory Statement will be available for inspection at the Applicant Company's registered office during normal business hours between 11:00 A.M. and 1:00 P.M. on the working days upto one day prior to the date of the Meeting.
10. The members to whom the notice is sent may vote in the Tribunal Convened Meeting either in person or by proxies.
11. The Notice convening the aforesaid Tribunal Convened Meeting will be published through advertisement in Nava Telangana (Vernacular Newspaper) and Business Standard (English Newspaper) indicating the day, date, place and time of the Meeting and stating that the copies of the Scheme of Arrangement, the Explanatory Statement required to be furnished pursuant to Sections 230 to 232 of the Act and the form of proxy shall be provided free of charge at the Registered Office of the Applicant Company.
12. The Tribunal has appointed CS Gopinath Surey, PCS as the scrutinizer for the Meeting.
13. It may be noted that the polling paper or ballot will be provided at the Tribunal Convened Meeting and the preference shareholders attending the Tribunal Convened Meeting shall be entitled to exercise their right at the Tribunal Convened Meeting.

14. The scrutinizer will submit his report to the Chairperson after completion of the scrutiny of the ballots. The results, together with the scrutinizer's Report, will be displayed at the Registered Office of the Applicant Company and on the website of the Applicant Company (www.resustainability.com).
15. The Route Map for the Tribunal Convened Meeting of the Applicant Company alongwith the landmark forms part of this Notice.

Encl: As above

EXPLANATORY STATEMENT UNDER 230(3) AND SECTION 102 OF THE COMPANIES ACT, 2013 READ WITH RULE 6 OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016 TO THE NOTICE OF THE TRIBUNAL CONVENED MEETING OF THE PREFERENCE SHAREHOLDER OF RE SUSTAINABILITY LIMITED

1. Pursuant to an order dated May 6, 2024 (read with corrigendum dated May 9, 2024) passed by the Hyderabad Bench of the National Company Law Tribunal (“NCLT”) in the abovementioned CA (CAA) No.08/230/2024 (“Order”), a meeting of the preference shareholder of Re Sustainability Limited (the “Applicant Company”) is being convened at on Thursday, July 4, 2024 at 11:00 a.m. (1100 hours) (“Tribunal Convened Meeting” or “Meeting”) for the purpose of considering, and if thought fit, approving, the composite scheme of arrangement and amalgamation between the Applicant Company, Mumbai Waste Management Limited (“Amalgamating Company”) and Ramky Sustainability Solutions Private Limited (“Resulting Company”) and their respective shareholders and creditors, pursuant to the provisions of pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 (“Act”) read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, Section 2(1B), 2(19AA), 2(19AAA), 2(41A), conditions, if any, notified under sub-section (5) of Section 72A of the Income Tax Act, 1961 (“IT Act”) and other relevant provisions of the IT Act (including any statutory modification(s) or re-enactment thereof, for the time being in force) (the “Scheme” or “Scheme of Arrangement”). A copy of the Scheme which has been, *inter alia*, approved by the Audit Committee and the Board of Directors of the Applicant Company at their respective meetings held on January 18, 2024 is enclosed as **Annexure 1**.
2. The Scheme, *inter alia*, provides for: as a first step, the amalgamation of the Amalgamating Company into and with the Amalgamated Company, pursuant to the provisions of Section 232 of the Act, Section 2(1B) and other relevant provisions of the IT Act and the Act (“Amalgamation”), and as a second step, followed immediately by the demerger of the Demerged Undertaking (as defined in the Scheme) of the Demerged Company into and with the Resulting Company and in consideration, the consequent issuance of compulsorily convertible securities by the Resulting Company to all the shareholders of the Demerged Company in accordance with the Share Entitlement Ratio (as defined under the Scheme), pursuant to the provisions of Sections 230 to 232 of the Act, Sections 2(19AA), 2(19AAA) read with Section 2(41A) and other relevant provisions of the IT Act and the Act (“Demerger”); and various other matters consequential or otherwise integrally connected therewith.
3. The proposed Scheme was placed before the Audit Committee of the Applicant Company at its meeting held on January 18, 2024. The Audit Committee of the Applicant Company took into account the valuation report, dated September 30, 2023 provided by Katla & Associates (Firm Reg.No.020835S) for the purposes of the Scheme (“Valuation Report”). On the basis of its evaluation and independent judgment, the Audit Committee has approved and recommended the Scheme to the Board of Directors of the Applicant Company.
4. The Board of Directors of the Applicant Company, at their meeting dated January 18, 2024, took into account the Valuation Report and the independent recommendations of the Audit Committee. Based on the aforesaid recommendation and after considering the background, benefits and rationale of the Scheme and on the basis of their independent judgment, the Board of Directors of the Applicant Company had, at its meeting held on January 18, 2024, approved the Scheme. Further, the Board of Directors of the Applicant Company has passed a resolution on January 18, 2024 authorizing Mr. Masood Mallick (Chief Executive Officer and Whole Time Director), Mr. Pankaj Maharaj (Chief Financial Officer), Mr. Shujath Bin Ali (General Counsel and Chief Compliance Officer), and Mr. Govind Singh (Company Secretary) from the Applicant Company to file the Scheme before National Company Law Tribunal to undertake actions in relation to the Scheme.

5. In terms of the said Order, the quorum for the Tribunal Convened Meeting shall be as per the Act. In case the quorum as noted above for the Meeting is not present, then the Meeting shall be adjourned by half an hour, and thereafter the persons present and voting shall be deemed to constitute the quorum. Further, in terms of the said Order, the NCLT, has appointed Sri T.V. Narasimham, Advocate, as the chairperson and CS. Gopinath Surey, PCS as scrutinizer of the said Tribunal Convened Meeting.
6. This statement explaining the terms of the Scheme is being furnished as required under Section 230(3) and Section 102 of the Act read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (“**Merger Rules**”).
7. The Scheme of Arrangement shall be considered approved by the shareholders if the resolutions mentioned in the Notice have been approved by majority of persons representing three-fourth in value of the shareholders, voting in person, or by proxy.

8. **Details as per Rule 6(3) of the Merger Rules**

- (i) Details of the order of the Tribunal directing the calling, convening and conducting of the Meeting:

Please refer to paragraph no. 1 of this Explanatory Statement for date of the Order, date, time and venue of the Tribunal Convened Meeting.

- (ii) Details of the Applicant Company, Amalgamating Company and Demerger Company

S. No.	Particulars	Re Sustainability Limited	Mumbai Waste Management Limited	Ramky Sustainability Solutions Private Limited
1.	Corporate Identification Number	U74140TG1994PLC018833	U90001TG2001PLC037829	U38210TS2023PTC176073
2.	Permanent Account Number	AAACR9626A	AADCM0026A	AAMCR9188B
3.	Date of Incorporation	November 28, 1994	September 20, 2001	August 16, 2023
4.	Type of the company(ies)	Public limited company	Public unlisted company	Private limited company
5.	Registered office address and e-mail address	Level 11B, Aurobindo Galaxy, Hyderabad Knowledge City, Hitech City Road, Hyderabad, Hyderabad, Telangana, India, 500081 shujath@resustainability.com	Level 11B, Aurobindo Galaxy, Hyderabad Knowledge City, Hitech City Road, Hyderabad, Telangana, 500081 mchaitanyarao@resustainability.com	15th Floor Ramky Grandios, Opp. Aphb, Anjaiah Nagar Gachibowli Seri Lingampally K.V. Rangareddy TG 500 032 iwvijayakumar@ramky.com

S. No.	Particulars	Re Sustainability Limited	Mumbai Waste Management Limited	Ramky Sustainability Solutions Private Limited
		re.com		
6.	Name of the stock exchange(s) where securities of company(ies) are listed	Not listed on any stock exchange	Not listed on any stock exchange	Not listed on any stock exchange

(iii) Other Particulars of the Applicant Company as per Rule 6(3) of the Merger Rules

(a) ***Summary of the main objects as per the memorandum of association and main business carried on by the Applicant Company***

To treat, process, purify and control industrial pollutants like effluents, air, chemicals, noise, solid wastes including all types of hazardous wastes by establishing treatment plants in India and abroad;

To manufacture, trade, buy, sell, erect, construct, install, maintain, service, distribute, export, import and deal with package sewerage treatment plants, effluent treatment plants and all types of pollution control equipment, machinery, components, spares and stores and materials used for processing, treating, required the statutory regulations for controlling the pollutants, turnkey contracts for pollution control and civil projects;

To undertake research in establishing water and wastewater treatment plants and marketing newer indigenous technologies for manufacturing pollution control equipment such as incinerators, dissolved air flotation systems, slow speed and high speed mixers, clarifies and clariflocculators, fixed and floating aerators, wet scrubbers ventilation systems, bag filters, cyclones, multi clones and electro-static precipitators;

To create laboratory facilities with sophisticated equipment for analysis of water, air, noise, soil, waste-water, solid wastes and to carry out treatability studies for waste-water treatment and all other types of pollutants and also preparation of environmental impact assessment, environmental audits, risk assessment and all other works pertaining to environmental engineering and management;

To carry on the business of engineers, civil contractors, mechanical contractors, design engineers, turnkey contractors and all other engineering work as may be necessary or incidental thereto;

To undertake and carry on, in India or abroad, the business of commercial cleaning, conservancy cleaning, conventional and automated car park maintenance, public cleansing, mechanical street sweeping, external façade i.e., cleaning of high rise buildings, pest control, housekeeping management, facilities management, railway coaches cleaning, waste collection, land scaping and such environmental and other related activities;

To undertake and carry on, in India or abroad, the business of generation, transmission, distribution, measurement, testing, utilization, stabilization and conversion including mining of all forms of energy such as conventional energy based on fossil fuels such as oil, coal, naphtha or natural gas, atomic energy and non-conventional / renewable energy-based on hydel, solar, wind, bio-mass, biogas, begasse, hydrogen, other fuel gases, alcohol and its derivatives, geothermal, fuel-cells, bio liquid fuels from fuel crops, wave-energy from nature directly or otherwise, and wastes such as municipal / urban, industrial, bio-medical, waste wood; and

To undertake and carry on, in India or abroad, the business of execution of projects based on engineering, procurement and construction basis or build, own, operate, maintain and/or transfer basis all types of projects including both conventional and non-conventional power projects, either on its own or in collaboration, and to sell, trade, distribute such energy / products.

(b) ***Details of change of name, registered office and objects of the Applicant Company during the last five years***

Change of Name: The Applicant Company was incorporated vide a certificate of incorporation dated November 28, 1994 as Ramky Enviro Engineers Limited under the Companies Act, 1956. The certificate for commencement of business was issued to the Amalgamated Company on December 13, 1994. The name of the Amalgamated Company was changed to its current name i.e. ‘Re Sustainability Limited’ vide fresh certificate of incorporation dated February 10, 2022.

Change of Registered Office: The Registered Office of the Applicant Company was changed from 13th Floor, Ramky Grandiose, Ramky Towers Complex, Gachibowli, Hyderabad- 500032, Telangana to Level 11B, Aurobindo Galaxy, Hyderabad Knowledge City, Hitech City Road, Hyderabad, Hyderabad, Telangana, India, 500081 on April 22, 2022.

Change of objects: The shareholders of the Applicant Company have passed a special resolution under Section 13(1) of the Act, on February 4, 2022 for change in name of the Applicant Company, and on January 20, 2024 to alter the object clause of the Memorandum of Association of the Applicant Company.

Details of the capital structure of the Applicant Company including authorised, issued, subscribed and paid up share capital

The authorised share capital of the Applicant Company as on May 31, 2024 is as under:

S. No.	Class of Security	Number of Securities	Face Value	Authorised Share Capital
1.	Class A Equity Shares	20,25,22,450	INR 10	INR 2,02,52,24,500
2.	Class B Equity Shares	100	INR 10	INR 1,000
3.	Class A Preference Shares	1,00,000	INR 100	INR 1,00,00,000
4.	Optionally Convertible Redeemable Preference Shares (“OCRPS”)	13,44,000	INR 15	INR 2,01,60,000
5.	Redeemable Preference	71,145	INR 100	INR 71,14,500

S. No.	Class of Security	Number of Securities	Face Value	Authorised Share Capital
	Shares			
Total				INR 2,06,25,00,000

The issued, subscribed and paid-up share capital of the Applicant Company as on May 31, 2024 is as under:

S. No.	Class of Securities	Number of Securities	Face Value	Paid up Share Capital
1.	Class A Equity Shares	42,29,575	INR 10	Rs. 422,95,750
2.	Class B Equity Shares	100	INR 10	Rs. 1000
3.	OCRPS	2,28,563	INR 15	Rs. 34,28,445
		Total		Rs. 4,57,25,195

(c) *Details of the Promoters and Directors along with their addresses*

The details of the promoters of the Applicant Company as on May 31, 2024 are as set forth below:

S. No.	Name of the Promoter	Address
1.	Metropolis Investment Holdings Pte. Ltd.	12 Marina View #11-01, Asia Square Tower 2, Singapore - 018961
2.	Alla Ishaan Reddy	8, Martin Place, #08-02 Martin Modern, Singapore, 237992

The Applicant Company has 8 (eight) directors as on May 31, 2024, mentioned as under. The details of such directors are set forth below:

S. No.	Name of the Director	Designation	Address
1.	Shantharaju Bangalore Siddaiah	Director (Independent)	Villa 270, Adarsh Palm Retreat Outer Ring Road, Devarabeesana Halli, Bellandur Bangalore 560103
2	Narayan Keelveedhi Seshadri	Director (Independent)	Flat No. 51, Block No. 4, HILL Park, A. G. Bell Marg, Opp. Malabar Hill MTNL Exchange, Malabar Hill, Mumbai 400006

3	Goutham Reddy Mareddy	Managing Director	Villa No-11, Ramky CEO Enclave, Near- Ramky Towers, Gachibowli, Rangareddy Hyderabad 500032
4	Masood Alam Mallick	CEO and Whole Time Director	Vill No. 6, Ramky CEO Enclave, Gachibowli, Rangareddy, Hyderabad - 500032.
5	Hwee Hua Lim	Nominee Director	7, Margoliouth Road, Singapore 258534, Singapore
6	Rohan Rakesh Suri	Nominee Director	C-15, Sector- 30, Gautam Buddha Nagar, Sector-30, Noida, Uttar Pradesh, 201301
7	Suveer Sinha	Nominee Director	C/O P-75, Badhwar Park Colaba, Mumbai Maharashtra - 400005
8	Simrun Mehta	Nominee Director	Sarabjit Singh, House No- 1817, Sector 17A, Gurgaon, Haryana-122001

- (d) ***The date of the board meeting of the Applicant Company at which the Scheme was approved by the board of directors including the name of the directors who voted in favour of the resolution, who voted against the resolution and who did not vote or participate on such resolution:***

Details of the Directors who voted for/ against in the resolution passed on January 18, 2024:

S. No.	Names of the Directors	Votes
1.	Shantharaju Bangalore Siddaiah	Favour
2.	Narayan Keelveedhi Seshadri	Favour
3.	Goutham Reddy Mareddy	Favour
4.	Masood Alam Mallick	Favour
5.	Hwee Hua Lim	Favour
6.	Rohan Rakesh Suri	Favour
7.	Suveer Sinha	Favour
8.	Simrun Mehta	Favour

- (e) As on January 27, 2024, the Applicant Company has 5 secured creditors, and amount due to secured creditors is Rs. 152,42,53,416. As on January 27, 2024, the Applicant Company has 914 unsecured creditors and amount due to such unsecured creditors is Rs. 57,56,96,477.

- (f) None of the Directors, the Key Managerial Personnel (as defined under the Act and rules formed thereunder) of the Applicant Company and their respective Relatives (as defined under the Act and rules formed thereunder) have any interests, financial or otherwise in the Scheme, except to the extent of their respective shareholding.
- (g) Disclosure about effect of the Scheme on material interests of directors, key managerial personnel, (KMP) and debenture trustee - Please refer to the point below for the effect of the Scheme on material interests of directors, key managerial personnel (KMP) and debenture trustee.
- (h) Disclosure about the effect of the Scheme on the following persons:

S. No.	Persons	Effect of the Scheme
1.	Key Managerial Personnel	Nil; except to the extent of their respective shareholding and the effect thereon is detailed in point no. 4 below in this table.
2.	Directors	Nil; except to the extent of their respective shareholding and the effect thereon is detailed in point no. 3 & 4 below in this table.
3.	Promoters	The existing shares of shareholders of the Amalgamating Company shall stand cancelled and extinguished without any further act, instrument or deed.
4.	Non-Promoter Members	<p>Applicant Company has Class A and Class B equity shares and optionally convertible redeemable preference shares in issuance. Upon the Scheme becoming effective and in consideration of vesting of the Demerged Undertaking of Applicant Company in the Resulting Company in terms of the Scheme, the Resulting Company shall allot the following shares, credited as fully paid-up, to the members of Applicant Company, holding fully paid up shares in Applicant Company and whose names appear in the register of members of Applicant Company on the Record Date or to such of their respective heirs, executors, administrators or other legal representative or other successors in title as on the Record Date in the following manner:</p> <p><u>A) For Class A Equity Shareholders of Applicant Company:</u></p> <p>“89,625 (Eighty-Nine Thousand Six</p>

S. No.	Persons	Effect of the Scheme
		<p>Hundred and Twenty-Five) Class A Compulsorily Convertible Preference Shares (Class A CCPS) of the Resulting Company of INR 10/- each, fully paid up for every 100 (One Hundred) Class A equity shares of Applicant Company of INR 10/- each, fully paid up”.</p> <p><u>B) For Class B Equity Shareholders of Applicant Company:</u></p> <p>“89,625 (Eighty-Nine Thousand Six Hundred and Twenty-Five) Class A Compulsorily Convertible Preference Shares (Class A CCPS) of the Resulting Company of INR 10/- each, fully paid up for every 100 (One Hundred) Class B equity shares of Applicant Company of INR 10/- each, fully paid up”.</p> <p><u>C) For Preference Shareholders of Applicant Company:</u></p> <p>“896 (Eight Hundred and Ninety-Six) Class B Compulsorily Convertible Preference Shares (Class B CCPS) of Resulting Company each of INR 10/- each, fully paid up for all the 2,28,563 (Two Lakh Twenty-Eight Thousand Five Hundred and Sixty Three) Optionally Convertible Redeemable Preference Shares of Applicant Company of INR 15/- each fully paid up.”</p>
5.	Depositors	NA
6.	Creditors	<p>Upon coming into effect of the Scheme and with effect from the Appointed Date (as defined in the Scheme), all Demerged Liabilities (as defined in the Scheme) whether or not recorded in the books of the Demerged Company, shall, under Sections 230 to 232 of the Act, Section 2(19AA) and other relevant provisions of the IT Act, the Act and all other applicable provisions of applicable law, if any without any further act, instrument or deed be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Resulting Company, and the same shall be assumed by the Resulting Company to the extent</p>

S. No.	Persons	Effect of the Scheme
		<p>that they are outstanding as on the Effective Date (as defined in the Scheme) so as to become the Liabilities of the Resulting Company which it undertakes to meet, and discharge.</p> <p>The Demerged Liabilities transferred to the Resulting Company in terms of the Scheme shall without any further act, instrument or deed, become Liabilities of the Resulting Company, and all rights, powers, duties and obligations in relation thereto shall stand transferred to and vested in and shall be exercised by or against the Resulting Company as if it had entered into such Liabilities. Thus, with effect from the Effective Date (as defined in the Scheme), the primary obligation to redeem or repay such Demerged Liabilities shall be that of the Resulting Company.</p> <p>Save as mentioned in the Scheme, no other term or condition of the Demerged Liabilities transferred to the Resulting Company as part of the Scheme is modified by virtue of the Scheme except to the extent that such amendment is required by necessary implication.</p> <p>Upon the coming into effect of the Scheme and with effect from the Appointed Date (as defined under the Scheme), the Demerged Company alone shall be liable, to perform all obligations in respect of all Liabilities pertaining to its Retained Business (as defined under the Scheme) and the Resulting Company shall not have any obligations in respect of the Liabilities of the Retained Business (as defined under the Scheme). Further, upon the coming into effect of the Scheme and with effect from the Appointed Date (as defined under the Scheme), the Resulting Company alone shall be liable to perform all obligations in respect of the Demerged Liabilities, which have been transferred to it in terms of the Scheme, and the Demerged Company shall not have any obligations in respect of such Demerged Liabilities.</p> <p>Upon coming into effect of the Scheme</p>

S. No.	Persons	Effect of the Scheme
		<p>and with effect from the Appointed Date, the Liabilities (as defined in the Scheme) of the Amalgamating Company, whether or not recorded in the books of the Amalgamating Company, shall, under Sections 230 to 232 of the Act, Section 2(1B) and other relevant provisions of the IT Act, the Act and all other applicable provisions of Applicable Law, if any without any further act, instrument or deed be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Amalgamated Company, and the same shall be assumed by the Amalgamated Company to the extent that they are outstanding as on the Effective Date (as defined in the Scheme) so as to become the Liabilities of the Amalgamated Company which it undertakes to meet and discharge.</p> <p>All borrowings of the Amalgamating Company shall without any further act, instrument or deed, become borrowings of the Amalgamated Company, and all rights, powers, duties and obligations in relation thereto shall stand transferred to and vested in and shall be exercised by or against the Amalgamated Company as if it had incurred such borrowings. Thus, with effect from the Effective Date (as defined in the Scheme), the primary obligation to redeem or repay such borrowings pertaining to the Amalgamating Company's business shall be that of the Amalgamated Company.</p> <p>Save as mentioned in the Scheme, no other term or condition of the Liabilities transferred to the Amalgamated Company as part of the Scheme is modified by virtue of the Scheme except to the extent that such amendment is required by necessary implication.</p> <p>Upon the coming into effect of the Scheme and with effect from the Appointed Date (as defined in the Scheme), the Amalgamated Company alone shall be liable to perform all obligations in respect of Liabilities transferred from the Amalgamating</p>

S. No.	Persons	Effect of the Scheme
		Company.
7.	Debenture Holders	NA
8.	Deposit Trustee and Debenture Trustee	NA
9.	Employees	<p>On the Scheme becoming effective, all the Demerged Undertaking Employees (as defined in the Scheme) shall be deemed to have become employees of the Resulting Company, with effect from the Effective Date (as defined in the Scheme), in the same capacity as they were employed with the Demerged Company, without any break or interruption in their service and with the benefit of continuity of service, and the terms and conditions of their employment with the Resulting Company shall not be less favourable than those applicable to them with reference to their employment in the Demerged Company immediately prior to the Effective Date and in compliance with Applicable Law.</p> <p>The Resulting Company agrees that the past service of all Demerged Undertaking Employees shall be taken into account for the purpose of any retirement benefits that may be applicable to them in the Demerged Company immediately prior to coming into effect of the Scheme and which continue to be available to them as employees of the Resulting Company the Resulting Company further agrees that for the purpose of payment of any retrenchment or redundancy compensation, gratuity or other terminal benefits, as may be applicable, such past service with the Demerged Company shall also be taken into account and agrees to pay the same as and when payable in compliance with Applicable Law. After the Effective Date, the Resulting Company alone shall be liable for any and all dues to Demerged Undertaking Employees and the Demerged Company shall have no liability whatsoever for any dues towards any Demerged Undertaking Employee.</p> <p>On the Scheme becoming effective, in so far as the provident fund, gratuity fund, superannuation fund or any other special</p>

S. No.	Persons	Effect of the Scheme
		<p>fund or trusts, if any, created by the Demerged Company or existing for the benefit of the staff and employees of the Demerged Company are concerned, such proportion of the investments made in the funds and liabilities which are attributable/referable to the Demerged Undertaking Employees (collectively referred to as the “Demerged Undertaking Employee Funds”) shall be transferred to the similar funds or trusts created and/or nominated by the Resulting Company and shall be held for their benefit pursuant to the Scheme, or at the sole discretion of the Resulting Company, maintained as separate funds or trusts by the Resulting Company pending the transfer as aforesaid, the Demerged Undertaking Employee Funds may be continued to be deposited in the existing relevant funds or trusts of the Demerged Company. Without prejudice to the aforesaid, the Board of the Resulting Company, if it deems fit and subject to Applicable Laws, shall be entitled to: (a) retain separate trusts or funds within the Resulting Company for the erstwhile fund(s) or trusts of the Demerged Company; or (b) merge the pre-existing funds or trusts of the Demerged Company with other similar funds of the Resulting Company; or (c) provision for the Demerged Undertaking Employee Funds, in any other manner, as determined by the Resulting Company, subject to Applicable Law.</p> <p>The Boards of the Demerged Company and the Resulting Company may at their respective discretions undertake such measures as they respectively consider appropriate to protect the interest of individuals holding Demerged Company ESOPs (as defined in the Scheme). Without prejudice to the generality of the forgoing sentence, these measures may include: (i) the issuance of Resulting Company ESOPs by the Resulting Company to the extent permissible under Applicable Law, (ii) issuance of additional ESOPs by the Demerged Company, (iii) compensatory modifications to the terms of the vested</p>

S. No.	Persons	Effect of the Scheme
		<p>and/or unvested Demerged Company ESOPs as the Board of the Demerged Company may deem appropriate including but not limited to modifications to their exercise price, exercise period, vesting periods and/ or conversion ratio; (iv) continuation of vesting periods and continued vesting of unvested Demerged Company ESOPs to Demerged Undertaking Employees after cessation of employment with Demerged Company (in accordance with modifications pursuant to (iii) above).</p> <p>On the Scheme becoming effective, all employees of the Amalgamating Company immediately prior to the Effective Date (“Amalgamating Company Employees”) shall be deemed to have become employees of the Amalgamated Company, with effect from the Effective Date (as defined in the Scheme), in the same capacity as they were employed with the Amalgamating Company, without any break or interruption in their service and with the benefit of continuity of service, and the terms and conditions of their employment with the Amalgamated Company shall not be less favourable than those applicable to them with reference to their employment in the Amalgamating Company immediately prior to the Effective Date (as defined in the Scheme) and in compliance with Applicable Law.</p> <p>The Amalgamated Company agrees that the past service of all the Amalgamating Company Employees shall be taken into account for the purpose of any retirement benefits that may be applicable to them in the Amalgamating Company immediately prior to coming into effect of the Scheme and which continue to be available to them as employees of the Amalgamated Company. The Amalgamated Company further agrees that for the purpose of payment of any retrenchment or redundancy compensation, gratuity or other terminal benefits, as may be applicable, such past service with the Amalgamating Company shall also be taken into account and agrees to pay the</p>

S. No.	Persons	Effect of the Scheme
		<p>same as and when payable in compliance with Applicable Law.</p> <p>On the Scheme becoming effective, in so far as the provident fund, gratuity fund, superannuation fund or any other special fund or trusts, if any, created or existing for the benefit of the staff and employees of the Amalgamating Company are concerned, the investments made in the funds and liabilities which are attributable/referable to the Amalgamating Company Employees (collectively referred to as the "Amalgamating Company Funds") shall be transferred to the similar funds or trusts created and/or nominated by the Amalgamated Company and shall be held for their benefit pursuant to the Scheme, or at the sole discretion of the Amalgamated Company, maintained as separate funds or trusts by the Amalgamated Company. Pending the transfer as aforesaid, the Amalgamating Company Funds may be continued to be deposited in the existing relevant funds or trusts of the Amalgamating Company. Without prejudice to the aforesaid, the Board of the Amalgamated Company, if it deems fit and subject to Applicable Laws, shall be entitled to: (a) retain separate trusts or funds within the Amalgamated Company for the erstwhile fund(s) or trusts of the Amalgamating Company; or (b) merge the pre-existing funds or trusts of the Amalgamating Company with other similar funds or trusts of the Amalgamated Company; or (c) provision for the Amalgamating Company Funds, in any other manner, as determined by the Amalgamated Company, subject to Applicable Law.</p>

(iv) Other Particulars of the Amalgamating Company as per Rule 6(3) of the Merger Rules

(a) ***Summary of the main objects as per the memorandum of association and main business carried on by Amalgamating Company***

The Amalgamating Company is engaged *inter-alia*, in the business of collecting, transporting, treating, storing and disposing wastes generated by various industries, health care establishments and commercial establishments including solids, semi-

solids, aqueous, non-aqueous liquids by establishing treatment storage disposal facilities.

The main objects, *inter alia*, as stated in the Memorandum of Association, are set out hereunder:

1. *To collect, transport, treat, store and dispose wastes generated by various industries, health care establishments and commercial establishments including solids, semi-solids, aqueous, non-aqueous liquids by establishing treatment storage disposal facilities.*
2. *To store, trade, import and export industrial and commercial wastes for beneficial uses after treatment at treatment storage disposal facilities.*
3. *To undertake research work in establishing hazardous waste treatment storage disposal facilities and marketing newer indigenous technologies for manufacturing pollution control equipments such as incinerators, landfill liners and other related equipment.*
4. *To create laboratory facilities with sophisticated equipment for analysis of water, air, noise, soil, waste water, hazardous, solid wastes and to carry out treatability studies for wastewater treatment and all types of pollutants and also preparation of environmental impact assessments, environmental audits, risk assessments pertaining to environmental management.*
5. *To process and transport residues to landfill, recycle, re-use, storage, process, treatment and disposal of Municipal Solid Waste in Chennai city or elsewhere, conforming to the provisions of Municipal Solid Waste (Management and Handling) Rules, 2016 as amended from time to time. To undertake recycle, re-use, store, process, treatment, and disposal of municipal solid wastes; development, construction, operation & maintenance of processing facilities, landfill facilities including post closure activities of landfill facilities, improve, manage, operate, alter, carryon, control of waste processing units like Material Recycle Facility; composting; Refused Derived Fuel (RDF); Waste to Energy Power Plant; Recycling, Reuse, Recovery plants; Leachate Treatment plant and Solvent Extraction Facility.”*

(b) ***Details of change of name, registered office and objects of Amalgamating Company during the last five years***

Change of Name: NIL

Change of Registered Office: The Registered Office of the Amalgamating Company was changed from 13th Floor, Ramky Grandiose, Ramky Towers Complex, Gachibowli, Hyderabad- 500032, Telangana to Level 11B, Aurobindo Galaxy, Hyderabad Knowledge City, Hitech City Road, Hyderabad, Hyderabad, Telangana, India, 500081 on April 29, 2024.

Change of objects: The shareholders of the Amalgamating Company have passed a special resolution under Section 13(1) of the Act, on April 6, 2022 and on January 20, 2024 to alter the objects clause of the Memorandum of Association of the Amalgamating Company.

(c) ***Details of the capital structure of Amalgamating Company including authorised, issued, subscribed and paid up share capital***

The share capital structure of Amalgamating Company, as on May 31, 2024, is as under:

A. Authorised Share Capital	Amount in INR
50,00,000 equity shares of face value of INR 10 each	5,00,00,000
Total	5,00,00,000

B. Issued, Subscribed and Paid up Share Capital	Amount in INR
49,90,000 equity shares of face value of INR 10 each	4,99,00,000
Total	4,99,00,000

(d) ***Details of the Promoters and Directors along with their addresses***

The details of the promoters of Amalgamating Company as on May 31, 2024 are as set forth below:

S. No.	Name of the Promoter	Address
1.	Re Sustainability Limited	Level 11B, Aurobindo Galaxy, Hyderabad Knowledge City, Hitech City Road, Hyderabad, Telangana, 500 081
2.	Re Sustainability Industrial Solutions Private Limited	Level 11B, Aurobindo Galaxy, Hyderabad Knowledge City, Hitech City Road, Hyderabad, Telangana, 500 081

Amalgamating Company has 4 (four) directors as on May 31, 2024, mentioned as under. The details of such directors are set forth below:

S. No.	Name of Director	Designation	Address
1.	Somnath Sharnappa Malgar	Whole-time Director	Radhe Krishna, Plot No.6, Flat No. B-1101, Sector 17, Roadpali, Navi Mumbai, Kalamboli Road, Navi Mumbai, Maharashtra – 410218
2.	Sanjiv Kumar	Director	C-8/294, Block-C, PKT-8, Rohini Sector-8, Delhi-110085
3.	Pankaj Maharaj	Director	701/702, Serena, Senroofs, Mulund, Goregaon Link Road, Near Nahur Railway Station, Nahur East, Mumbai -400081
4.	Aarthi Lakshmi Kesiraju	Additional Director	H. No 37-116, Plot No 113, RD No 3, Shree Colony, Neredmet Cross Road, Medchal, Hyderabad, Telangana – 500047, India

(e) ***The date of the board meeting of Amalgamating Company at which the Scheme was approved by the board of directors including the name of the directors who voted in favour of the resolution, who voted against the resolution and who did not vote or participate on such resolution:***

Details of the Directors who voted for in the resolution passed on January 18, 2024. No director voted against the resolution, and all directors participated in the meeting.

S.	Names of the Directors	Votes
-----------	-------------------------------	--------------

No.		
1.	Somnath Sharnappa Malgar	Favour
2.	Sanjiv Kumar	Favour
3.	Pankaj Maharaj	Favour
4.	Aarathi Lakshmi Kesiraju	Favour

- (f) As on January 27, 2024, the Amalgamating Company has 1 (one) secured creditor and amount due to such secured creditors is Rs. 55,82,94,442. As on January 27, 2024, the Amalgamating Company has 337 (Three Hundred and Thirty Seven) unsecured creditors and amount due to such unsecured creditors is Rs. 11,59,76,964.
- (g) None of the Directors, the Key Managerial Personnel (as defined under the Act and rules formed thereunder) of the Amalgamating and their respective Relatives (as defined under the Act and rules formed thereunder) have any interests, financial or otherwise in the Scheme, except to the extent of their respective shareholding.
- (h) Please refer to point (i) below for the effect of the Scheme on material interests of directors, key managerial personnel (KMP) and debenture trustee.
- (i) Disclosure about the effect of the Scheme on the following persons

S. No.	Persons	Effect of the Scheme
1.	Key Managerial Personnel	The KMPs of the Amalgamating Company would cease to exist as the Amalgamating Company would stand dissolved without being wound-up and without any further act, instrument or deed
2.	Directors	Pursuant to Clause 23 of the Scheme, upon coming into effect of the Scheme, on the Effective Date (as defined in the Scheme), pursuant to the Amalgamation, the Amalgamating Company shall stand dissolved without being wound-up and without any further act, instrument or deed. Accordingly, the board of directors of the Amalgamating Company will cease to exist.
3.	Promoters	Upon the Scheme coming into effect, the current promoters of the Amalgamating Company will cease to be the promoters of the Amalgamating Company on its dissolution.

S. No.	Persons	Effect of the Scheme
4.	Non-Promoter Members	Pursuant to Clause 21 of the Scheme, notwithstanding anything contained under the Act, pursuant to the provisions of Sections 230 to 232 of the Act, the existing shares of shareholders of the Amalgamating Company shall stand cancelled and extinguished without any further act, instrument or deed.
5.	Depositors	NA
6.	Creditors	<p>Upon coming into effect of the Scheme and with effect from the Appointed Date, the Liabilities (as defined in the Scheme) of the Amalgamating Company, whether or not recorded in the books of the Amalgamating Company, shall, under Sections 230 to 232 of the Act, Section 2(1B) and other relevant provisions of the IT Act, the Act and all other applicable provisions of Applicable Law, if any without any further act, instrument or deed be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Amalgamated Company, and the same shall be assumed by the Amalgamated Company to the extent that they are outstanding as on the Effective Date (as defined in the Scheme) so as to become the Liabilities of the Amalgamated Company which it undertakes to meet and discharge.</p> <p>All borrowings of the Amalgamating Company shall without any further act, instrument or deed, become borrowings of the Amalgamated Company, and all rights, powers, duties and obligations in relation thereto shall stand transferred to and vested in and shall be exercised by or against the Amalgamated Company as if it had incurred such borrowings. Thus, with effect from the Effective Date (as defined in the Scheme), the primary obligation to redeem or repay such borrowings pertaining to the Amalgamating Company's business shall be that of the Amalgamated Company.</p> <p>Save as mentioned in the Scheme, no other term or condition of the Liabilities transferred to the Amalgamated Company as part of the Scheme is modified by virtue of the Scheme</p>

S. No.	Persons	Effect of the Scheme
		<p>except to the extent that such amendment is required by necessary implication.</p> <p>Upon the coming into effect of the Scheme and with effect from the Appointed Date (as defined in the Scheme), the Amalgamated Company alone shall be liable to perform all obligations in respect of Liabilities transferred from the Amalgamating Company.</p>
7.	Debenture Holders	NA
8.	Deposit Trustee and Debenture Trustee	NA
9.	Employees	<p>On the Scheme becoming effective, all Amalgamating Company Employees shall be deemed to have become employees of the Amalgamated Company, with effect from the Effective Date (as defined in the Scheme), in the same capacity as they were employed with the Amalgamating Company, without any break or interruption in their service and with the benefit of continuity of service, and the terms and conditions of their employment with the Amalgamated Company shall not be less favourable than those applicable to them with reference to their employment in the Amalgamating Company immediately prior to the Effective Date (as defined in the Scheme) and in compliance with Applicable Law.</p> <p>The Amalgamated Company agrees that the past service of all the Amalgamating Company Employees shall be taken into account for the purpose of any retirement benefits that may be applicable to them in the Amalgamating Company immediately prior to coming into effect of the Scheme and which continue to be available to them as employees of the Amalgamated Company. The Amalgamated Company further agrees that for the purpose of payment of any retrenchment or redundancy compensation, gratuity or other terminal benefits, as may be applicable, such past service with the Amalgamating Company shall also be taken into account and agrees to pay the same as and when payable in compliance with Applicable Law.</p> <p>On the Scheme becoming effective, in so far as the provident fund, gratuity fund, superannuation fund or any other special fund</p>

S. No.	Persons	Effect of the Scheme
		<p>or trusts, if any, created or existing for the benefit of the staff and employees of the Amalgamating Company are concerned, the investments made in the funds and liabilities which are attributable/referable to the Amalgamating Company Employees (collectively referred to as the “Amalgamating Company Funds”) shall be transferred to the similar funds or trusts created and/or nominated by the Amalgamated Company and shall be held for their benefit pursuant to the Scheme, or at the sole discretion of the Amalgamated Company, maintained as separate funds or trusts by the Amalgamated Company. Pending the transfer as aforesaid, the Amalgamating Company Funds may be continued to be deposited in the existing relevant funds or trusts of the Amalgamating Company. Without prejudice to the aforesaid, the Board of the Amalgamated Company, if it deems fit and subject to Applicable Laws, shall be entitled to: (a) retain separate trusts or funds within the Amalgamated Company for the erstwhile fund(s) or trusts of the Amalgamating Company; or (b) merge the pre-existing funds or trusts of the Amalgamating Company with other similar funds or trusts of the Amalgamated Company; or (c) provision for the Amalgamating Company Funds, in any other manner, as determined by the Amalgamated Company, subject to Applicable Law.</p>

(v) Other Particulars of the Resulting Company as per Rule 6(3) of the Merger Rules

(a) ***Summary of the main objects as per the memorandum of association and main business carried on by Resulting Company***

The Resulting Company is engaged inter-alia, in the business of developing and implementing scientifically managed integrated municipal solid waste management system, waste to energy (WTE), construction and destruction debris services, biomedical waste services and other waste management, collecting and disposal related services in Delhi or any other place, including door to door collecting, segregating, transferring and transportation of biodegradable, nonbiodegradable waste from generators / producers of concession area, lifting and transportation of sweeping silt, garden waste and tree branches from the concession area to processing / landfill site by using auto lifter, refuse compactors and closed tippers in India or worldwide. The main objects, *inter alia*, along with serial numbers as stated in the Memorandum of Association, are set out hereunder:

- (a) *To carry on the business to develop and implement scientifically managed integrated municipal solid waste management system, waste to energy (WTE), construction and destruction debris services, biomedical waste services and*

other waste management, collection and disposal related services in Delhi or any other place, including door to door collection, segregation, transfer and transportation of biodegradable, nonbiodegradable waste from generators / producers of concession area, lifting and transportation of sweeping silt, garden waste and tree branches from the concession area to processing / landfill site by using auto lifter, refuse compactors and closed tippers in India or worldwide.

- (b) To establish an integrated municipal solid waste processing and engineered sanitary landfill facility (SLF) wherein the municipal solid waste is duly processed and the residual inert/non-degradable solid wastes disposed in an engineered sanitary landfill, providing top soil cover on the closed portions of landfill and developing green cover for setting up of a engineered SLF in India or worldwide.*
- (c) To carry on the business, in India or worldwide, of construction, operation and maintenance of waste transfer stations in each zone/vehicle parting site(s), integrated processing facility and engineered sanitary landfill (SLF) site in compliance to MSW (M&H) Rules, 2000, to set up control room to monitor the movement of every vehicle by using real time GPS (Global Positioning System)/ GSM (Global System for Mobile Communication), ULB (Urban Local Body Control Room) to set up ERP (Enterprise Resource Planning) system to monitor the complete enterprise set up.*
- (d) To develop and operate the waste processing units with a combination of technologies/ systems including material recycling facility (MRF), composting and refuse derived fuel (RDF), waste to energy power plant as well as new processing technologies, which would maximize waste recycling / treatment and would ensure that minimum quantity of inert goes to landfill and to conduct public awareness programmes for ensuring segregation / separate collection of waste in India or worldwide.*

(b) Details of change of name, registered office and objects of the Resulting Company during the last five years

Change of Name: NIL

Change of Registered Office: NIL

Change of objects: The shareholders of the Resulting Company have passed a special resolution under Section 13(1) of the Act, on January 20, 2024 to alter the object clause of the Memorandum of Association of the Resulting Company.

(c) Details of the capital structure of the Resulting Company including authorised, issued, subscribed and paid up share capital

The share capital structure of the Resulting Company, as on May 31, 2024 is as under:

A. Authorised Share Capital	Amount in INR
1,00,000 equity shares of face value of INR 10 each	10,00,000
Total	10,00,000

B. Issued and Subscribed Share Capital	Amount in INR
1,00,000 equity shares of face value of INR 10 each	10,00,000
Total	10,00,000

C. Paid-up Share Capital	Amount in INR
1,00,000 equity shares of face value of INR 10 each	10,00,000
Total	10,00,000

(d) ***Details of the Promoters and Directors along with their addresses***

Alla Ishaan Reddy is the promoter of the Resulting Company as on May 31, 2024, and resides at 8, Martin Place, #08-02 Martin Modern, Singapore, 237992.

The Resulting Company has 2 (two) directors as on May 31, 2024, mentioned as under. The details of such directors are set forth below:

S. No.	Name of Director	Designation	Address
1.	Isaac Wesley Vijayakumar	Director	Villa no. 24, Infinity Homes, Tellapur Village, Ramachandrapuram Mandal, Near Manthan School, Amme, Hyderabad- 502032, Telangana, India.
2.	Sanikommu Srikanthreddy	Director	Flat no. 309, Manjeera Trinity Homes, 3rd Phase, KPHB Colony, Kukatpally, JNTU, Kukatpally, KV Rangareddy, Hyderabad-500085, Telangana, India.

(e) ***The date of the board meeting of the Resulting Company at which the Scheme was approved by the board of directors including the name of the directors who voted in favour of the resolution, who voted against the resolution and who did not or participate on such resolution:***

Details of Directors of the Resulting Company who voted for/ against the resolution passed on January 18, 2024:

S. No.	Names of the Directors	Votes
1.	Isaac Wesley Vijayakumar	Favour
2.	Sanikommu Srikanthreddy	Favour

(f) As on January 27, 2024, the Resulting Company has no secured creditors and 1 (one) unsecured creditor and amount due to such unsecured creditor is INR 30,000/-.

(g) None of the Directors, the Key Managerial Personnel (as defined under the Act and rules formed thereunder) of the Resulting Company and their respective Relatives (as defined under the Act and rules formed thereunder) have any interests, financial or otherwise in the Scheme, except to the extent of their respective shareholding.

- (h) Please refer to point no. (i) below for the effect of the Scheme on material interests of directors, key managerial personnel (KMP) and debenture trustee.
- (i) Disclosure about the effect of the Scheme on the following persons:

S. No.	Persons	Effect of the Scheme
1.	Key Managerial Personnel	The key managerial personnel of the Resulting Company shall continue as key managerial personnel of the Resulting Company even after the effectiveness of the Scheme and the Scheme will not have any adverse effect on the key managerial personnel of the Resulting Company.
2.	Directors	Post effectiveness of the Scheme, the existing directors shall continue on the board. However, the board of directors of the Resulting Company may consider reconstituting the board.
3.	Promoters	Upon the Scheme becoming effective and in consideration of vesting of the Demerged Undertaking of Applicant Company in the Resulting Company in terms of the Scheme, the Resulting Company shall allot the following shares, credited as fully paid-up, to the members of Applicant Company, holding fully paid up shares in Applicant Company and whose names appear in the register of members of Applicant Company on the Record Date (as defined in the Scheme) or to such of their respective heirs, executors, administrators or other legal representative or other successors in title as on the Record Date in the following manner: A) For Class A Equity Shareholders of Applicant Company: “89,625 (Eighty-Nine Thousand Six Hundred and Twenty-Five) Class A Compulsorily Convertible Preference Shares (Class A CCPS) of the Resulting Company of INR 10/- each, fully paid up for every 100 (One Hundred) Class A equity shares of Applicant Company of INR 10/- each, fully paid up”. B) For Class B Equity Shareholders of Applicant Company: “89,625 (Eighty-Nine Thousand Six Hundred and Twenty-Five) Class A Compulsorily Convertible Preference Shares (Class A CCPS) of the Resulting Company of INR 10/- each, fully paid up for every 100 (One Hundred)
4.	Non-Promoter Members	

S. No.	Persons	Effect of the Scheme
		<p>Class B equity shares of Applicant Company of INR 10/- each, fully paid up”.</p> <p>C) For Preference Shareholders of Applicant Company:</p> <p>“896 (Eight Hundred and Ninety-Six) Class B Compulsorily Convertible Preference Shares (Class B CCPS) of the Resulting Company each of INR 10/- each, fully paid up for all the 2,28,563 (Two Lakh Twenty-Eight Thousand Five Hundred and Sixty Three) Optionally Convertible Redeemable Preference Shares of Applicant Company of INR 15/- each fully paid up.”</p> <p>The existing shareholders of the Resulting Company shall continue to remain as shareholders of the Resulting Company even after the effectiveness of the Scheme and the Scheme will not have any adverse effect on the existing shareholders of the Resulting Company.</p>
5.	Depositors	NA
6.	Creditors	<p>Upon coming into effect of the Scheme and with effect from the Appointed Date (as defined in the Scheme), all Demerged Liabilities (as defined in the Scheme) whether or not recorded in the books of the Demerged Company, shall, under Sections 230 to 232 of the Act, Section 2(19AA) and other relevant provisions of the IT Act, the Act and all other applicable provisions of applicable law, if any without any further act, instrument or deed be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Resulting Company, and the same shall be assumed by the Resulting Company to the extent that they are outstanding as on the Effective Date (as defined in the Scheme) so as to become the Liabilities of the Resulting Company which it undertakes to meet, and discharge.</p> <p>The Demerged Liabilities transferred to the Resulting Company in terms of the Scheme shall without any further act, instrument or deed, become Liabilities of the Resulting Company, and all rights, powers, duties and obligations in relation thereto shall stand transferred to and vested in and shall be exercised by or against the Resulting Company</p>

S. No.	Persons	Effect of the Scheme
		<p>as if it had entered into such Liabilities. Thus, with effect from the Effective Date (as defined in the Scheme), the primary obligation to redeem or repay such Demerged Liabilities shall be that of the Resulting Company.</p> <p>Save as mentioned in the Scheme, no other term or condition of the Demerged Liabilities transferred to the Resulting Company as part of the Scheme is modified by virtue of the Scheme except to the extent that such amendment is required by necessary implication.</p> <p>Upon the coming into effect of the Scheme and with effect from the Appointed Date (as defined under the Scheme), the Demerged Company alone shall be liable, to perform all obligations in respect of all Liabilities pertaining to its Retained Business (as defined under the Scheme) and the Resulting Company shall not have any obligations in respect of the Liabilities of the Retained Business (as defined under the Scheme). Further, upon the coming into effect of the Scheme and with effect from the Appointed Date (as defined under the Scheme), the Resulting Company alone shall be liable to perform all obligations in respect of the Demerged Liabilities, which have been transferred to it in terms of the Scheme, and the Demerged Company shall not have any obligations in respect of such Demerged Liabilities.</p>
7.	Debenture Holders	NA
8.	Deposit Trustee and Debenture Trustee	NA
9.	Employees	<p>On the Scheme becoming effective, all the Demerged Undertaking Employees (as defined in the Scheme) shall be deemed to have become employees of the Resulting Company, with effect from the Effective Date (as defined in the Scheme), in the same capacity as they were employed with the Demerged Company, without any break or interruption in their service and with the benefit of continuity of service, and the terms and conditions of their employment with the Resulting Company shall not be less favourable than those applicable to them with reference to their employment in the Demerged Company immediately prior to the Effective Date and in compliance with Applicable Law.</p>

S. No.	Persons	Effect of the Scheme
		<p>The Resulting Company agrees that the past service of all Demerged Undertaking Employees shall be taken into account for the purpose of any retirement benefits that may be applicable to them in the Demerged Company immediately prior to coming into effect of the Scheme and which continue to be available to them as employees of the Resulting Company the Resulting Company further agrees that for the purpose of payment of any retrenchment or redundancy compensation, gratuity or other terminal benefits, as may be applicable, such past service with the Demerged Company shall also be taken into account and agrees to pay the same as and when payable in compliance with Applicable Law. After the Effective Date, the Resulting Company alone shall be liable for any and all dues to Demerged Undertaking Employees and the Demerged Company shall have no liability whatsoever for any dues towards any Demerged Undertaking Employee.</p> <p>On the Scheme becoming effective, in so far as the provident fund, gratuity fund, superannuation fund or any other special fund or trusts, if any, created by the Demerged Company or existing for the benefit of the staff and employees of the Demerged Company are concerned, such proportion of the investments made in the funds and liabilities which are attributable/referable to the Demerged Undertaking Employees (collectively referred to as the “Demerged Undertaking Employee Funds”) shall be transferred to the similar funds or trusts created and/or nominated by the Resulting Company and shall be held for their benefit pursuant to the Scheme, or at the sole discretion of the Resulting Company, maintained as separate funds or trusts by the Resulting Company pending the transfer as aforesaid, the Demerged Undertaking Employee Funds may be continued to be deposited in the existing relevant funds or trusts of the Demerged Company. Without prejudice to the aforesaid, the Board of the Resulting Company, if it deems fit and subject to Applicable Laws, shall be entitled to: (a) retain separate trusts or funds within the Resulting Company for the erstwhile fund(s) or trusts of the Demerged Company; or (b) merge the pre-existing funds or trusts of the Demerged Company with other similar funds of the Resulting Company; or (c) provision for the Demerged Undertaking Employee Funds,</p>

S. No.	Persons	Effect of the Scheme
		<p>in any other manner, as determined by the Resulting Company, subject to Applicable Law.</p> <p>The Boards of the Demerged Company and the Resulting Company may at their respective discretions undertake such measures as they respectively consider appropriate to protect the interest of individuals holding Demerged Company ESOPs (as defined in the Scheme). Without prejudice to the generality of the forgoing sentence, these measures may include: (i) the issuance of Resulting Company ESOPs by the Resulting Company to the extent permissible under Applicable Law, (ii) issuance of additional ESOPs by the Demerged Company, (iii) compensatory modifications to the terms of the vested and/or unvested Demerged Company ESOPs as the Board of the Demerged Company may deem appropriate including but not limited to modifications to their exercise price, exercise period, vesting periods and/ or conversion ratio; (iv) continuation of vesting periods and continued vesting of unvested Demerged Company ESOPs to Demerged Undertaking Employees after cessation of employment with Demerged Company (in accordance with modifications pursuant to (iii) above).</p>

(vi) Other details regarding the Scheme required as per Rule 6(3) of the Merger Rules

(a) *Relationship between the Applicant Company, Amalgamating Company and Resulting Company:*

74% shares of the Amalgamating Company are held by Applicant Company and the remaining 26% are held by Re Sustainability Industrial Solutions Private Limited (formerly known as Ramky IWM Private Limited), which is a wholly owned subsidiary of Applicant Company.

(b) *Appointed Date, Effective Date, Record Date:*

Effective Date: The Effective Date is the date on which the last of the conditions and matters referred to in Clause 43 of the Scheme have occurred or have been fulfilled, obtained or waived, as applicable, in accordance with that Clause.

Appointed Date: The appointed date for the Scheme is the Effective Date.

Record Date: The record date is a date mutually agreed between the Board of the Demerged Company and the Board of the Resulting Company for the purpose of determining the shareholders of the Demerged Company to whom compulsorily convertible preference shares of the Resulting Company would be issued and allotted pursuant to the Demerger in accordance with Clause 37 of the Scheme.

(c) *Consideration, Share Exchange and Share Entitlement Ratio:*

Since the Amalgamating Company is a subsidiary of the Amalgamated Company, with shares of the Amalgamating Company held by the Amalgamated Company, a subsidiary of the Amalgamated Company, and their respective nominees, and since shares of a holding company cannot be held by its subsidiaries pursuant to provisions of Section 19 of the Act, no consideration shall be payable pursuant to the Amalgamation, and therefore no shares of the Amalgamated Company shall be allotted in lieu or exchange of the holding of shareholders in the Amalgamating Company (held directly and jointly with the nominee shareholders).

Upon the Scheme becoming effective and in consideration of transfer and vesting of the Demerged Undertaking in the Resulting Company in terms of the Scheme, the Resulting Company shall, without any further application, act or deed, issue and allot, credited as fully paid-up, to the members of the Demerged Company, whose names appear in the register of member on the Record Date or to such of their respective heirs, executors, administrators or other legal representative or other successors in title as on the Record Date in the following manner:

“For Class A Equity Shareholders of Demerged Company: 89,625 (Eighty-Nine Thousand Six Hundred and Twenty-Five) Class A Compulsorily Convertible Preference Shares (Class A CCPS) of Resulting Company of INR 10/- each, fully paid up for every 100 (One Hundred) Class A equity shares of Demerged Company of INR 10/- each, fully paid up.

For Class B Equity Shareholders of Demerged Company: 89,625 (Eighty-Nine Thousand Six Hundred and Twenty-Five) Class A Compulsorily Convertible Preference Shares (Class A CCPS) of Resulting Company of INR 10/- each, fully paid up for every 100 (One Hundred) Class B equity shares of Demerged Company of INR 10/- each, fully paid up.

For Preference Shareholders of the Demerged Company: 896 (Eight Hundred and Ninety-Six) Class B Compulsorily Convertible Preference Shares (Class B CCPS) of Resulting Company each of INR 10/- each, fully paid up for all the 2,28,563 (Two Lakh Twenty-Eight Thousand Five Hundred and Sixty Three) Optionally Convertible Redeemable Preference Shares of Demerged Company of INR 15/- each fully paid up.” (“Share Entitlement Ratio”).

(d) *Summary of the Valuation Report*

The Valuation Report is attached as **Annexure 2**.

(e) *Detail of capital restructuring* – There would not be any change in the capital structure of the Applicant Company pursuant to the Scheme. The shares of the Amalgamating Company would stand cancelled. Pursuant to the Demerger and Amalgamation, the Resulting Company would be issuing shares to the shareholders of the Applicant Company.

(f) *Rationale of the Scheme of Arrangement, and the benefit of the Scheme of Arrangement as perceived by the Board of Directors of the Applicant Company*

The Amalgamated Company and/ or its subsidiaries are involved in the following different waste management businesses, Retained Business and the Demerged Business (as defined in the Scheme), and similarly, the Amalgamated Company and/

or its subsidiaries currently have operations in various different jurisdictions, including: India; Bangladesh; Indonesia; Malaysia; Oman; Philippines; Saudi Arabia; Singapore; The United Arab Emirates; The United States of America; and Tanzania.

Each of these businesses and jurisdictions have different market dynamics which require differentiated strategies and directions to grow and deliver value. The proposed Scheme would be in the best interest of the Companies and their respective shareholders, employees, creditors and other stakeholders as the proposed restructuring pursuant to the Scheme is expected, inter alia, to result in the following benefits:

Benefits of the Demerger

- (a) The profile, operations, management risk and return associated with the Demerged Businesses are distinct from those of the Retained Business and the Demerger would therefore lead to sharper focus on the two sets of businesses.
- (b) Segregation of the Retained Business from the Demerged Businesses will allow simplification of the organization, better resource allocation and an independent focus on the Demerged Business and the Retained Business by the managements of the Resulting Company and the Demerged Company respectively.
- (c) Synergies in operational processes and creation of efficiencies by reducing time to market and benefitting customers as well as optimization of operations and capital expenditure.
- (d) The growth and expansion of the Demerged Business would require a differentiated strategy aligned to its industry specific risks, market dynamics and growth trajectory. The Demerged Business has now reached a meaningful scale and will be able to benefit by becoming an independently focused company.

Benefits of the Amalgamation

- (a) Integration of the Amalgamated Company and the Amalgamating Company's business activities under a single entity through the amalgamation will result inter alia in focused management attention, operational efficiencies, revenue and cost synergies, optimization of capital, and simplification of overlapping infrastructure.
 - (b) The amalgamation of the Amalgamating Company with the Amalgamated Company would bring about synergy of operations and benefit of scale, and also result in the legal and regulatory compliance requirements of both the entities being unified and streamlined.
 - (c) Consolidates the managerial expertise of the Amalgamating Company and the Amalgamated Company thereby giving additional strength to the operations and management of the Amalgamated Company resulting in expansion of the combined business.
 - (d) Results in the reduction of and/ or optimization in overhead costs, administrative, managerial and other expenditure, operational rationalization, organizational efficiency and optimal utilisation of various resources.
- (g) *Details of availability of the following documents for obtaining extracts from or making or obtaining copies*

The following documents will be available for obtaining extract from or for making or obtaining copies of or for inspection by the members and creditors of the Applicant Company at its Registered Office at Level 11B, Aurobindo Galaxy, Hyderabad Knowledge City, Hitech City Road, Hyderabad, Hyderabad, Telangana, India, 500081 between 11:00 a.m. to 1:00 p.m. on any working day up to one day prior to the date of the meeting:

- (i) Certified copy of the orders passed by the Hyderabad Bench of the National Company Law Tribunal, CA (CAA) No.08/230/2024, to convene the Tribunal Convened Meeting;
 - (ii) Copy of the Scheme;
 - (iii) Copies of the Memorandum of Association and Articles of Association of the Companies;
 - (iv) Copies of the latest audited financial statements of the Applicant Company, and Amalgamated Company (the Resulting Company was incorporated in August 2023 and does not have audited financial statements);
 - (v) Copy of the valuation report Valuation report dated September 30, 2023 issued by Katla & Associates (Firm Reg.No.020835S)
 - (vi) The certificates issued by Auditor(s) to the effect that the accounting treatment, if any, proposed in the Scheme of Arrangement is in conformity with the Accounting Standards prescribed under Section 133 of the Act.
- (h) *Details of approvals, sanctions or no-objection(s) from regulatory or any other governmental authorities*
- (i) The Companies are in the process of an application with the Competition Commission of India in relation to the transactions proposed under the Scheme.
 - (ii) The Scheme was filed by the Companies with the NCLT on February 10, 2024, and the Hyderabad Bench of NCLT has given directions to convene Meetings(s) vide an Order dated May 6, 2024.
 - (iii) The transactions contemplated under the Scheme are subject to the approval of various governmental concessioning authorities who are counterparties to contracts entered into by the Companies and their group companies.

9. **Salient Features of the Scheme**

The salient features of the Scheme are as follows:

The capitalised terms used herein below, shall have the meaning ascribed to such terms in the Scheme

- (a) In furtherance of the rationale of the Scheme mentioned this Explanatory Statement, the Scheme provides for the Business Transfer, the Demerger and the Amalgamation and various other matters consequential or otherwise integrally connected therewith

pursuant to Sections 230 to 232 of the Act and in compliance with the provisions of the Income Tax Act, 1961. The Amalgamation shall precede the Demerger.

(b) *Demerger*

- (i) The Demerger is sought to be in accordance with the provisions of Section 2(19AA) of the Income Tax Act, 1961. Accordingly, the Scheme provides for the transfer of the undertakings, business, activities and operations of the Applicant Company pertaining to its Demerged Undertaking.
- (ii) Upon the coming into effect of the Scheme, all debts, liabilities, loans raised and used, obligations incurred, as on the Appointed Date, shall be transferred to the Resulting Company to the extent that they are outstanding as on the Effective Date.
- (iii) Upon the coming into effect of the Scheme, all legal, taxation or other proceedings, relating to the Demerged Undertaking, shall be continued and enforced by or against the Resulting Company after the Effective Date.
- (iv) Upon coming into effect of the Scheme and with effect from the Appointed Date (as defined in the Scheme), all Demerged Liabilities (as defined in the Scheme) whether or not recorded in the books of the Demerged Company, shall, under Sections 230 to 232 of the Act, Section 2(19AA) and other relevant provisions of the IT Act, the Act and all other applicable provisions of applicable law, if any without any further act, instrument or deed be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Resulting Company, and the same shall be assumed by the Resulting Company to the extent that they are outstanding as on the Effective Date (as defined in the Scheme) so as to become the Liabilities of the Resulting Company which it undertakes to meet, and discharge.
- (v) The Retained Business shall continue to belong to and be vested in and be managed by the Applicant Company subject to the provisions of the Scheme.
- (vi) In consideration of the transfer of the Demerged Undertaking, the Resulting Company shall issue and allot shares to each member of the Applicant Company in accordance with the Share Entitlement Ration set out under this Explanatory Statement.

(c) *Amalgamation*

- (i) As an integral part of the Scheme, and, upon the Scheme becoming effective, the authorised share capital of the Amalgamating Company shall stand transferred to and combined with the authorised share capital of the Amalgamated Company. The authorized share capital of the Amalgamated Company will automatically stand increased to INR 2,11,25,00,000 (Two Hundred and Eleven Crores Twenty Five Lakhs only) by filing the requisite forms with the Governmental Authority and no separate procedure or instrument or deed shall be required to be executed and/ or process shall be required to be followed under the Act. The filing fees and stamp duty already paid by the Amalgamating Company on its authorised share capital shall be deemed to have been so paid by the Amalgamated Company on the combined authorised share capital and accordingly the Amalgamated Company shall not be required to pay any fees/stamp duty on the authorised share capital so increased.

- (ii) Upon the coming into effect of the Scheme, if any Proceedings, by or against the Amalgamating Company, whether pending on the Effective Date or which may arise or be instituted any time thereafter shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in the Scheme, but the said Proceedings shall be continued, prosecuted and enforced by or against the Amalgamated Company, as the case may be, after the Effective Date, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Amalgamating Company as if the Scheme had not been made.
- (iii) The existing shares of shareholders of the Amalgamating Company shall stand cancelled and extinguished without any further act, instrument or deed.
- (iv) On the Effective Date, pursuant to the Amalgamation, the Amalgamating Company shall stand dissolved without being wound-up and without any further act, instrument or deed.
- (v) On and with effect from the Effective Date, the status of the Amalgamating Company shall be changed to 'amalgamated' in the records of the Registrar of Companies, Hyderabad. The Amalgamated Company and the Amalgamating Company will make the necessary filings in this regard.

General Conditions

- (i) The Scheme is and shall be conditional upon and subject to: (a) the fulfilment, satisfaction or waiver (as the case may be) of any approvals or consents from third parties, as may be mutually agreed by the Companies as being required for completion of the transactions contemplated under the Scheme; (b) the Scheme being approved by the requisite majority of each class of members and/or creditors (where applicable) of the Companies in accordance with the Act and as may be directed by the NCLT; (c) the Scheme being sanctioned by the NCLT(s) in terms of Section 230 to Section 232 and other relevant provisions of the Act on terms acceptable to the Companies; (d) the certified copies of the sanction order(s) of the NCLT(s) approving the Scheme being filed with the relevant RoCs having jurisdiction over the Companies. Upon the sanction of the Scheme and upon the Scheme becoming effective pursuant to Clause 43 of the Scheme, the Amalgamation shall take effect, and subsequently, the Demerger shall be made effective.

The features set out above being only the salient features of the Scheme, the preference shareholders are requested to read the entire text of the Scheme (annexed herewith) to get fully acquainted with the provisions thereof and the rationale and objectives of the Scheme.

10. Documents required to be circulated for the Meeting under Section 232(2) of the Act:

As required under Section 232(2) of the Act, the following documents are being circulated with this notice and the explanatory statement:

- (a) Scheme of Arrangement, enclosed as **Annexure 1**;
- (b) Valuation report enclosed as **Annexure 2**;
- (c) Report of the Board of Directors of the Companies enclosed as **Annexure 3**; and

- (d) Supplementary un-audited accounting statement of the Companies for the period ending November 30, 2023 enclosed as **Annexure 4**.

Further, the Scheme of Arrangement has been filed with the Registrar of Companies, Hyderabad.

This statement may be treated as an Explanatory Statement under Section 230(3) and Section 102 of the Act and the statement for the purposes of Rule 6(3) of the Merger Rules. A copy of the Scheme, Explanatory Statement and Form of Proxy may be obtained from the Registered Office of the Applicant Company on all days (except Saturdays, Sundays and public holidays).

Dated at this June 1, 2024

Sd/-

Govind Singh

Company Secretary

Registered Office: Level 11B, Aurobindo Galaxy, Hyderabad Knowledge City, Hitech City Road, Hyderabad, Hyderabad, Telangana, India, 500081

Annexure I

COMPOSITE SCHEME OF ARRANGEMENT

AMONGST

RE SUSTAINABILITY LIMITED

AND

MUMBAI WASTE MANAGEMENT LIMITED

AND

RAMKY SUSTAINABILITY SOLUTIONS PRIVATE LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

UNDER SECTIONS 230-232 AND OTHER APPLICABLE PROVISIONS OF THE
COMPANIES ACT, 2013



1. PREAMBLE

1.1 This composite scheme of arrangement ("**Scheme**", *more particularly defined hereinafter*) is presented pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Act (*as defined hereinafter*) read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, Section 2(1B), 2(19AA), 2(19AAA), 2(41A), conditions, if any, notified under sub-section (5) of Section 72A of the IT Act and other relevant provisions of the IT Act amongst Re Sustainability Limited ("**Amalgamated Company**" or, upon Amalgamation, the "**Demerged Company**"), Mumbai Waste Management Limited ("**Amalgamating Company**"), Ramky Sustainability Solutions Private Limited ("**Resulting Company**") and their respective shareholders and creditors.

1.2 The Scheme, *inter alia*, provides for:

- (a) as a first step, the amalgamation of the Amalgamating Company into and with the Amalgamated Company, pursuant to the provisions of Section 232 of the Act, Section 2(1B) and other relevant provisions of the IT Act and the Act (*as defined hereinafter*) ("**Amalgamation**")
 - (b) as a second step, followed immediately by the demerger of the Demerged Undertaking (*as defined hereinafter*) of the Demerged Company into and with the Resulting Company and in consideration, the consequent issuance of compulsorily convertible securities by the Resulting Company to all the shareholders of the Demerged Company in accordance with the Share Entitlement Ratio (*as defined hereunder*), pursuant to the provisions of Sections 230 to 232 of the Act, Sections 2(19AA), 2(19AAA) read with Section 2(41A) and other relevant provisions of the IT Act and the Act (*as defined hereinafter*) ("**Demerger**"); and
 - (c) various other matters consequential or otherwise integrally connected therewith,
- each in the manner as more particularly described in this Scheme.

2. BACKGROUND AND DESCRIPTION OF THE COMPANIES

2.1 The Amalgamated Company is a public limited company with corporate identification number U74140TG1994PLC018833. Amalgamated Company was incorporated vide a certificate of incorporation dated November 28, 1994 as Ramky Enviro Engineers Limited under the Companies Act, 1956. The certificate for commencement of business was issued to the Amalgamated Company on December 13, 1994. The name of the Amalgamated Company was changed to its current name i.e. 'Re Sustainability Limited' vide fresh certificate of incorporation dated February 10, 2022.

2.2 The Amalgamated Company currently has its registered office at Level 11B, Aurobindo Galaxy, Hyderabad Knowledge City, Hitech City Road, Hyderabad, Telangana, 500081.

2.3 The objects of the Amalgamated Company as stated in its memorandum of association include the following:

- (a) *To treat, process, purify and control industrial pollutants like effluents, air, chemicals, noise, solid wastes including all types of hazardous wastes by establishing treatment plants in India and abroad:*

To manufacture, trade, buy, sell, erect, construct, install, maintain, service, distribute, export, import and deal with package sewerage treatment plant, effluent treatment plants and all types of pollution control equipment, machinery



components, spares and stores and materials used for processing, treating, required the statutory regulations for controlling the pollutants, turnkey contracts for pollution control and civil projects:

- (c) *To undertake research in establishing water and wastewater treatment plants and marketing newer indigenous technologies for manufacturing pollution control equipment such as incinerators, dissolved air flotation systems, slow speed and high speed mixers, clarifiers and clariflocculators, fixed and floating aerators, wet scrubbers ventilation systems, bag filters, cyclones, multi clones and electro-static precipitators;*
- (d) *To create laboratory facilities with sophisticated equipment for analysis of water, air, noise, soil, waste-water, solid wastes and to carry out treatability studies for waste-water treatment and all other types of pollutants and also preparation of environmental impact assessment, environmental audits, risk assessment and all other works pertaining to environmental engineering and management;*
- (e) *To carry on the business of engineers, civil contractors, mechanical contractors, design engineers, turnkey contractors and all other engineering work as may be necessary or incidental thereto;*
- (f) *To undertake and carry on, in India or abroad, the business of commercial cleaning, conservancy cleaning, conventional and automated car park maintenance, public cleansing, mechanical street sweeping, external façade i.e., cleaning of high rise buildings, pest control, housekeeping management, facilities management, railway coaches cleaning, waste collection, land scaping and such environmental and other related activities;*
- (g) *To undertake and carry on, in India or abroad, the business of generation, transmission, distribution, measurement, testing, utilization, stabilization and conversion including mining of all forms of energy such as conventional energy based on fossil fuels such as oil, coal, naphtha or natural gas, atomic energy and non-conventional / renewable energy-based on hydel, solar, wind, bio-mass, biogas, begasse, hydrogen, other fuel gases, alcohol and its derivatives, geothermal, fuel-cells, bio liquid fuels from fuel crops, wave-energy from nature directly or otherwise, and wastes such as municipal, urban, industrial, bio-medical, waste wood; and*
- (h) *To undertake and carry on, in India or abroad, the business of execution of projects based on engineering, procurement and construction basis or build, own, operate, maintain and/or transfer basis all types of projects including both conventional and non-conventional power projects, either on its own or in collaboration, and to sell, trade, distribute such energy / products.*

2.4 The Amalgamating Company is a public limited company with corporate identification number U9000ITG2001PLC037829 and was incorporated vide a certificate of incorporation dated September 20, 2001 as Mumbai Waste Management Limited under the Companies Act, 1956. The certificate for commencement of business was issued to the Amalgamating Company on October 3, 2001.

2.5 The Amalgamating Company currently has its registered office at Level 11B, Aurobindo Galaxy, Hyderabad Knowledge City, Hiitech City Road, Hyderabad, Telangana, 500081.

2.6 The objects of the Amalgamating Company as stated in its memorandum of association include the following:



- (a) *To collect, transport, treat, store and dispose wastes generated by various industries, health care establishments and commercial establishments including solids, semi-solids, aqueous, non-aqueous liquids by establishing treatment storage disposal facilities.*
- (b) *To store, trade, import and export industrial and commercial wastes for beneficial uses after treatment at treatment storage disposal facilities.*
- (c) *To undertake research work in establishing hazardous waste treatment storage disposal facilities and marketing newer indigenous technologies for manufacturing pollution control equipments such as incinerators, landfill liners and other related equipment.*
- (d) *To create laboratory facilities with sophisticated equipment for analysis of water, air, noise, soil, waste water, hazardous, solid wastes and to carry out treatability studies for wastewater treatment and all types of pollutants and also preparation of environmental impact assessments, environmental audits, risk assessments pertaining to environmental management.*
- (e) *To process and transport residues to landfill, recycle, re-use, storage, process, treatment and disposal of Municipal Solid Waste in Chennai city or elsewhere, conforming to the provisions of Municipal Solid Waste (Management and Handling) Rules, 2016 as amended from time to time. To undertake recycle, re-use, store, process, treatment, and disposal of municipal solid wastes; development, construction, operation & maintenance of processing facilities, landfill facilities including post closure activities of landfill facilities, improve, manage, operate, alter, carry on, control of waste processing units like Material Recycle Facility; composting; Refused Derived Fuel (RDF); Waste to Energy Power Plant; Recycling, Reuse, Recovery plants; Leachate Treatment plant and Solvent Extraction Facility.*

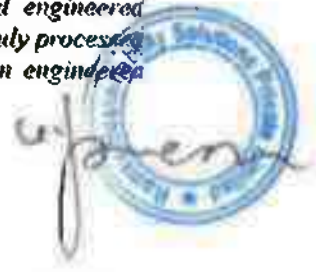
2.7 The Resulting Company is a private limited company with corporate identification number U38210TS2023PTC176073 and was incorporated vide a certificate of incorporation dated August 16, 2023 under the Act.

2.8 The Resulting Company currently has its registered office at 15th Floor Ramky Grandios Opp. Aphb, Anjaiah Nagar, Gachibowli, Seri Lingampally K.V.Rangareddy, Telangana - 500032.

2.9 The objects of the Resulting Company as stated in its memorandum of association include the following:

- (a) *To carry on the business to develop and implement scientifically managed integrated municipal solid waste management system, waste to energy (WTE), construction and destruction debris services, biomedical waste services and other waste management, collection and disposal related services in Delhi or any other place, including door to door collection, segregation, transfer and transportation of biodegradable, nonbiodegradable waste from generators / producers of concession area, lifting and transportation of sweeping silt, garden waste and tree branches from the concession area to processing / landfill site by using auto lifter, refuse compactors and closed tipper in India or worldwide.*

- (b) *To establish an integrated municipal solid waste processing and engineered sanitary landfill facility (SLF) wherein the municipal solid waste is duly processed and the residual inert/non-degradable solid wastes disposed in an engineered*



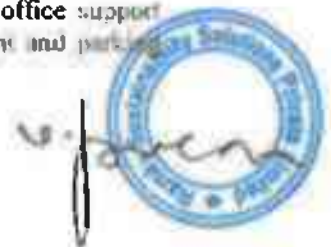
sanitary landfill, providing top soil cover on the closed portions of landfill and developing green cover for setting up of a engineered SLF in India or worldwide.

- (c) To carry on the business, in India or worldwide, of construction, operation and maintenance of waste transfer stations in each zone/vehicle parking site(s), integrated processing facility and engineered sanitary landfill (SLF) site in compliance to MSW (M&H) Rules, 2000, to set up control room to monitor the movement of every vehicle by using real time GPS (Global Positioning System), GSM (Global System for Mobile Communication), ULB (Urban Local Body Control Room) to set up ERP (Enterprise Resource Planning) system to monitor the complete enterprise set up.
- (d) To develop and operate the waste processing units with a combination of technologies/ systems including material recycling facility (MRF), composting and refuse derived fuel (RDF), waste to energy power plant as well as new processing technologies, which would maximize waste recycling / treatment and would ensure that minimum quantity of insert goes to landfill and to conduct public awareness programmes for ensuring segregation / separate collection of waste in India or worldwide.

3. RATIONALE AND OBJECTIVE OF THE SCHEME

3.1 The Amalgamated Company and/ or its subsidiaries are involved in the following different waste management businesses:

- (a) "Retained Businesses" viz.,
 - (i) **Industrial waste management business:** the business of handling, transporting, storing and processing waste produced by occupiers, as an operator of common treatment, storage and disposal, Alternate Fuel and Raw Material (AFR), recycling and resource recovery facilities in terms of the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016, issued under the Environment (Protection) Act, 1986;
 - (ii) **Bio-medical waste management business:** the business of collecting, receiving storing, transporting, treating, disposing or otherwise handling bio-medical waste, as an operator of common bio-medical waste treatment facilities in terms of the Bio-Medical Waste Management Rules, 2016, issued under the Environment (Protection) Act, 1986;
 - (iii) **Recycling business:** waste recycling, e-waste management, battery waste management, plastic waste management, construction & demolition waste management, recycling/ resource recovery from other commodities/ feedstock/ waste and Extended Producer Responsibility (EPR) services;
 - (iv) **Environmental services business:** commercial cleaning, public cleansing, township cleaning, external façade cleaning, pest control services, waste collection services, pneumatic waste conveyance systems and MARPOL waste collection/ treatment/ recycling services;
 - (v) **Facilities and auxiliary services business:** integrated facilities management, bus stop maintenance, custodian services, office support services and event support services, car park management and parking management technologies



- (vi) **Environmental and sustainability consultancy services; and**
- (vii) **all other businesses of the Amalgamated Company excluding the Demerged Undertaking.**

(b) **"Demerged Businesses" viz.,**

- (i) **Municipal solid waste business ("MSW Business"):** the business of sorting, segregating, undertaking material recovery, collection, storage, shredding, baling, crushing, loading, unloading transporting, processing and disposing of solid waste as an operator of a facility in terms of the Solid Waste Management Rules, 2016, issued under the Environment (Protection) Act, 1986;
- (ii) **Waste to energy business ("WTE Business"):** the business of generating electricity from solid waste; and
- (iii) **"Middle East Business":** all businesses of the Demerged Subsidiaries in Oman, Saudi Arabia and United Arab Emirates.

3.2 Similarly, the Amalgamated Company and/ or its subsidiaries currently have operations in various different jurisdictions, including:

- (a) **India;**
- (b) **Bangladesh;**
- (c) **Indonesia;**
- (d) **Malaysia**
- (e) **Oman;**
- (f) **Philippines;**
- (g) **Saudi Arabia;**
- (h) **Singapore;**
- (i) **The United Arab Emirates;**
- (j) **The United States of America; and**
- (k) **Tanzania.**

3.3 Each of these businesses and jurisdictions have different market dynamics which require differentiated strategies and directions to grow and deliver value. The proposed Scheme would be in the best interest of the Companies and their respective shareholders, employees, creditors and other stakeholders as the proposed restructuring pursuant to this Scheme is expected, *inter alia*, to result in the following benefits:

Benefits of the Demerger

(a) The profile, operations, management risk and return associated with the Demerged Businesses are distinct from those of the Retained Business and the Demerger would therefore lead to sharper focus on the two sets of businesses.



- (b) Segregation of the Retained Business from the Demerged Businesses will allow simplification of the organization, better resource allocation and an independent focus on the Demerged Business and the Retained Business by the managements of the Resulting Company and the Demerged Company respectively.
- (c) Synergies in operational processes and creation of efficiencies by reducing time to market and benefitting customers as well as optimization of operations and capital expenditure.
- (d) The growth and expansion of the Demerged Business would require a differentiated strategy aligned to its industry specific risks, market dynamics and growth trajectory. The Demerged Business has now reached a meaningful scale and will be able to benefit by becoming an independently focused company.

Benefits of the Amalgamation

- (a) Integration of the Amalgamated Company and the Amalgamating Company's business activities under a single entity through the amalgamation will result *inter alia* in focused management attention, operational efficiencies, revenue and cost synergies, optimization of capital, and simplification of overlapping infrastructure.
- (b) The amalgamation of the Amalgamating Company with the Amalgamated Company would bring about synergy of operations and benefit of scale, and also result in the legal and regulatory compliance requirements of both the entities being unified and streamlined.
- (c) Consolidates the managerial expertise of the Amalgamating Company and the Amalgamated Company thereby giving additional strength to the operations and management of the Amalgamated Company resulting in expansion of the combined business.
- (d) Results in the reduction of and/ or optimization in overhead costs, administrative, managerial and other expenditure, operational rationalization, organizational efficiency and optimal utilisation of various resources.

4. PARTS OF THE SCHEME

4.1 The Scheme is divided into following parts:

- (a) **Part A** deals with the definitions, interpretation and share capital structure of the Companies;
- (b) **Part B** deals with the Amalgamation of the Amalgamating Company with and into the Amalgamated Company, the consequent dissolution, without winding up, of the Amalgamating Company and matters incidental thereto; and
- (c) **Part C** deals with transfer and vesting of the Demerged Undertaking (*as defined hereinafter*) from the Demerged Company into the Resulting Company and matters incidental thereto;
- (d) **Part D** deals with the general terms and conditions applicable to the Scheme.

4.2 This Scheme also provides for various other matters consequential, incidental or otherwise integrally connected therewith.



4.3 TREATMENT OF THE SCHEME FOR THE PURPOSES OF INCOME TAX ACT, 1961

The provisions of this Scheme have been drawn up to comply with the conditions relating to "Amalgamation" and "Demerger" as defined under section 2(1B) and 2(19AA) of the Income Tax Act, 1961, respectively. If, at a later date, any of the terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of section 2(1B) and 2(19AA) of the Income Tax Act, 1961, including as a result of an amendment of Applicable Law or enactment of new legislation or any other reason whatsoever, the provisions of section 2(1B) and 2(19AA) of the Income Tax Act, 1961, or a corresponding provisions of any amended or newly enacted Applicable Law, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with section 2(1B) and 2(19AA) of the Income Tax Act, 1961. Such modifications, if required to be made will, however, not affect the other provisions (including those relating to accounting treatment) of the Scheme.

PART A - DEFINITIONS, INTERPRETATION AND SHARE CAPITAL

5. DEFINITIONS

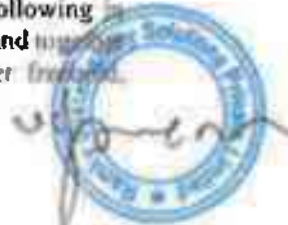
5.1 In this Scheme, unless inconsistent with the context of its use, capitalized terms (i.e. terms used in form where the first letter is capitalized) shall have the meanings respectively assigned against them in this Clause 5.1:

- (a) "Act" means the Companies Act, 2013, the rules and/ or regulations made thereunder and shall include any statutory modification(s) or re-enactment(s) thereof for the time being in force;
- (b) "Amalgamating Company Employees" shall have the meaning ascribed to the term in Clause 15.1 in Part B of this Scheme;
- (c) "Amalgamating Company Funds" shall have the meaning ascribed to the term in Clause 15.3 in Part B of this Scheme;
- (d) "Applicable Law(s)" means (i) any applicable statute, enactment, law, bye-laws, regulation, ordinance, rule, judgment, order, decree, policy, clearance, approval, directive, guideline, press notes, requirement of any applicable country and/ or jurisdiction; (ii) writ, injunction, directions, directives, judgement, arbitral award, decree, orders, scheme or approvals of, or agreements with, any Governmental Authority, in each case having the force of law, and that is binding or applicable to a person;
- (e) "Appointed Date" means the same date as the Effective Date;
- (f) "Assets" shall mean assets or properties of every kind, nature, character and description (whether immovable, movable, tangible, intangible, absolute, accrued, fixed or otherwise) as operated, hired, rented, owned, licensed or leased by a person or entity or body corporate from time to time, including Movable Assets, Immovable Assets, cash, cash equivalents, receivables, securities, accounts and note receivables, loans and advances, real estate, plant, machinery and equipment, intellectual property, raw materials, inventory, furniture, fixtures and insurance, and properties;
- (g) "Board" in respect of a Company means the board of directors of such Company in office at the relevant time, and shall in relation to any matter also include a committee (if any) duly constituted and authorized by the board of directors.



respect to such matter;

- (h) **"Books and Records"** means without limitation, all books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), test reports, drawings, manuals, databases including databases for procurement, commercial and management, catalogues, quotations, lists of present and former customers and suppliers including service providers, other customer information, and all other books and records, whether in physical or electronic form;
- (i) **"CIN"** means Corporate Identity Number;
- (j) **"Companies"** means the Amalgamated Company/Demerged Company, the Amalgamating Company and the Resulting Company collectively, and **"Company"** shall mean any one of them as the context may require;
- (k) **"Commercial Rights and Documents"** means without limitation, all concession agreements, requests for quotations/ proposals (whether submitted or issued), bids, contracts, agreements, purchase orders/ service orders, operation and maintenance contracts, memoranda of understanding/ undertakings/ agreements, tenders, policies (including tariff policies), expressions of interest, letters of intent, lease/ license agreements, agreement with customers, service providers, other arrangements, undertakings, deeds, bonds, schemes, trade union agreements, collective bargaining schemes, and other instruments of whatsoever nature and description, whether vested or potential and written, oral or otherwise and all rights, title, interests, assurances, claims and benefits thereunder, and pre-qualifications, bid acceptances, all other rights, privileges, benefits, liberties and advantages (including but not limited to rights to use and avail goods and/or services);
- (l) **"Demerged Business" or "Demerged Business(es)"** means the MSW Business, WTF Business and Middle East Business;
- (m) **"Demerged Company ESOPs"** shall mean all ESOPs issued under the (i) 2019 Share Option Plan For Key Employees Of Ramky Enviro Engineers Limited And Its Subsidiaries; and (ii) 2019 Share Option Plan For Key Employees Of Ramky Enviro Engineers Limited II, and outstanding as on the Effective Date;
- (n) **"Demerged Liabilities"** shall have the meaning ascribed to the term in Clause 26.2 in Part C of this Scheme;
- (o) **"Demerged Subsidiaries"** means the subsidiaries of the Demerged Company engaged in the Demerged Business, which as on the date when this Scheme was approved by the Boards of the Companies are the entities listed in **SCHEDULE I**;
- (p) **"Demerged Undertaking"** means the Demerged Business as a going concern comprising all its employees and the following rights, obligations, Assets, and Liabilities, in each case to the extent pertaining to the Demerged Business(es) as on the Appointed Date (including but not limited to units of the Demerged Company engaged in the Demerged Business in Shimoga, Belgaun and Delhi Jal Board):
 - (i) all of the Demerged Company's interests in the immovable properties which are listed in **SCHEDULE II** including each of the following in relation to each such property: rights thereto i.e. right of way, land with the buildings and structures standing thereon (whether freehold



leasehold, leave and licensed, right of way, tenancies or otherwise) including buildings, warehouses, offices, structures, roads, drains and culverts, civil works, foundations for civil works, benefits of any rental agreement for use of premises, share of any joint assets etc. and all documents (including panchnamas, declarations, receipts) of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interest, benefits and interests of rental agreements for lease or license or other rights to use of premises, in connection with the said immovable properties;

(iii) all Assets, as are movable in nature and pertaining to and in relation to the Demerged Business, whether present or future or contingent, tangible or intangible, whether recorded in the books or not or in possession or not, corporeal or incorporeal, in each case, wherever situated (including plant and machinery, capital work in progress, furniture, fixtures, fixed assets, appliances, accessories, office equipment, communication facilities, installations, vehicles, inventories, stock in trade, tools and plants), investment of all kinds (including but not limited to equity shares, preference shares, optionally convertible debentures, compulsorily convertible debentures and other securities in subsidiaries, joint ventures in or outside India, current assets, earnest monies and sundry debtors, prepaid expenses, bills of exchange, promissory notes, outstanding loans and advances (specifically including but not limited the advance of INR 2,50,00,00,000 (Rupees Two Hundred and Fifty Crores) extended to Rainky Integrated Township Limited), recoverable in cash or in kind or for value to be received, receivables, funds (including Demerged Undertaking Employee Funds), cash and bank balances and deposits (excluding such inter-corporate deposits as may be mutually agreed among the Boards of the Demerged Company and Resulting Company), including accrued interest thereto with government, semi-government, local and other authorities and bodies, banks, customers and other persons, interest accrued thereon, reserves, provisions, funds, benefits of all agreements, bonds or pass through certificates, the benefits of any insurances, bank guarantees, performance guarantees and letters of credit;

(iv) all permits, licenses, grants (including government grants rights to receive subsidies), Permissions, approvals, authorisations, clearances, consents (including environment consents and permits), registrations, entitlements, credits, certificates, awards, sanctions, privileges, memberships, allotments, quotas, no objection certificates, exemptions;

(v) all concession agreements, bids, contracts, agreements, purchase orders/ service orders, operation and maintenance contracts, memoranda of understanding/ undertakings/ agreements, tenders, tariff policies, expressions of interest, letters of intent, lease/ license agreements, agreement with customers, service providers, other arrangements, undertakings, deeds, bonds, schemes, trade union agreements, collective bargaining schemes, and other instruments of whatsoever nature and description, whether vested or potential and written, oral or otherwise and all rights, title, interests, assurances, claims and benefits thereunder, and pre-qualifications, bid acceptances;

(vi) all insurance policies, to the extent pertaining to the Demerged Business;

(vii) all intellectual property rights (whether owned, licensed or otherwise) and



whether registered or unregistered), applications (including hardware, software, licenses, parameterisation and scripts), registrations, licenses, goodwill, trademarks, trade and business names, rights in logos, trade dress, geographical indication, service marks, copyrights, moral rights and related rights, patents, project designs, marketing intangibles, special status, domain names, designs, trade secrets, research and studies, technical know-how, confidential information and other benefits (in each case including the benefit of any applications made for the same) and all such rights of whatsoever description and nature, and whether subsisting now or in the future, having equivalent or similar effect to the rights referred to above;

- (vii) all rights to use and avail telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interests held in trusts, privileges and all other rights, liberties and advantages;
- (viii) all Tax Assets and Credits;
- (ix) all books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), test reports, drawings, manuals, databases including databases for procurement, commercial and management, catalogues, quotations, lists of present and former customers and suppliers including service providers, other customer information, and all other books and records, whether in physical or electronic form;
- (x) all Demerged Liabilities;
- (xi) all legal proceedings, including quasi-judicial, arbitral and other proceedings, of whatsoever nature (specifically including but not limited to (a) Arbitration proceedings between Demerged Company and Ajmer Municipal Corporation, Ajmer, Rajasthan arising out of concession agreement dated September 24, 2008 where claims have been made by Demerged Company and proceedings were concluded and arbitral award dated July 07, 2018 was passed; (b) Arbitration proceedings between Demerged Company and Aurangabad Municipal Corporation, Aurangabad, Maharashtra arising out of concession agreement dated October 8, 2008 where claims have been made by Demerged Company and proceedings were concluded and arbitral award dated July 05, 2018 was pronounced; (c) Arbitration proceeding between Demerged Company and Jammu & Kashmir Economic Reconstruction Agency (J&K ERA) in relation to the disputes arising from and out of the agreement dated November 26, 2008 and initiated *vide* arbitration notice dated August 31, 2017 issued by Demerged Company; (d) Arbitration proceeding between Demerged Company and Market Management Committee, Koyambedu in relation to the disputes arising from and out of the agreement dated November 4, 2009 and initiated *vide* arbitration notice dated August 14, 2018 issued by Demerged Company); and
- (xii) All permanent and temporary employees engaged by Demerged Company at various locations ("Demerged Undertaking Employees").

It is hereby clarified that where any question arises as to whether any specific asset



whether tangible or intangible, or liability or contract or employee or item or matter or thing pertains to or does not pertain to the Demerged Undertaking, the same shall be decided mutually by the Boards of the Demerged Company and the Resulting Company.

- (q) **"Demerged Undertaking Employees"** shall have the meaning ascribed to the term in Clause 5.1(p)(xii) of this Scheme;
- (r) **"Demerged Undertaking Employee Funds"** shall have the meaning ascribed to the term in Clause 30.3 in Part C of this Scheme;
- (s) **"Effective Date"** means the date on which the last of the conditions and matters referred to in Clause 43 have occurred or have been fulfilled, obtained or waived, as applicable, in accordance with that Clause. References in this Scheme to date of 'coming into effect of the Scheme' or 'effectiveness of the Scheme' shall be construed accordingly;
- (t) **"Encumbrance"** or to **"Encumber"**, along with the related term **"Encumbered"** means without limitation (i) any options, claim, pre-emptive right, easement, limitation, attachment, restraint, mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance or interest of any kind securing, or conferring any priority of payment in respect of any obligation of any person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law, including any option or right of pre-emption, public right, common right, easement rights, any attachment, restriction on use, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off and/ or any other interest held by a third party; (ii) any voting agreement, conditional sale contracts, interest, option, right of first offer or transfer restriction; (iii) any adverse claim as to title, possession or use; and/ or (iv) any agreement, conditional or otherwise, to create any of the foregoing;
- (u) **"ESOPs"** shall mean employee stock options issued in accordance with Applicable Law.
- (v) **"Governmental Authority"** means any supra-national, national, state, provincial, local or similar governmental, statutory, regulatory, administrative authority, agency, commission, legislative body, departmental or public body or authority, board, branch, tribunal or court or other entity authorized to make laws, rules, regulations, standards, requirements, procedures or to pass directions or orders, in each case having the force of law, or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of law, or any stock exchange of India or any other country including the Registrar of Companies, Regional Director, Competition Commission of India, Reserve Bank of India, National Company Law Tribunal, and such other sectoral regulators or authorities as may be applicable;
- (w) **"GST"** means goods and services tax and shall include any statutory modifications, re-enactments or amendments thereof and the rules made thereunder, for the time being in force;

"Immovable Assets" means all immovable properties and



rights, title and interest thereto i.e. right of way, land together with the buildings and structures standing thereon (whether freehold, leasehold, leave and licensed, tenancies or otherwise) including buildings, warehouses, offices, structures, roads, drains and culverts, civil works, foundations for civil works, benefits of any rental agreement for use of premises, share of any joint assets, accretions and appurtenances etc. and all documents (including panchnamas, declarations, receipts) of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interest, benefits and interests of rental agreements for lease or license or other rights to use of premises, in connection with the said immovable properties;

(v) **"Indian Accounting Standards"** means the applicable accounting principles as prescribed under the Companies (Indian Accounting Standards) Rules, 2015 and shall include any statutory modifications, re-enactments or amendments thereof;

(vi) **"IP Rights"** means without limitation, all intellectual property rights (whether owned, licensed or otherwise and whether registered or unregistered), applications (including hardware, software, licenses, parameterisation and scripts), registrations, licenses, goodwill, trademarks, trade and business names, rights in logos, trade dress, geographical indication, service marks, copyrights, moral rights and related rights, patents, project designs, marketing intangibles, special status, domain names, designs, trade secrets, research and studies, technical knowhow, confidential information and other benefits (in each case including the benefit of any applications made for the same) and all such rights of whatsoever description and nature, and whether subsisting now or in the future, having equivalent or similar effect to the rights referred to above;

(vii) **"IT Act"** means the Income Tax Act, 1961 and shall include any statutory modifications, re-enactments or amendments thereof and the rules made thereunder, for the time being in force;

(viii) **"Liabilities"** means all debts (secured and unsecured), liabilities (including contingent liabilities, and obligations under any Permissions or schemes), guarantees, duties, taxes, obligations and undertakings of every kind or nature, of any description whatsoever whether present or future, and howsoever raised or incurred or utilized along with any Encumbrance thereon;

(ix) **"Movable Assets"** means without limitation, all assets as are movable in nature, whether present or future or contingent, tangible or intangible, whether recorded in the books or not or in possession or not, corporeal or incorporeal, in each case, wherever situated (including plant and machinery, capital work in progress, furniture, fixtures, fixed assets, appliances, accessories, office equipment, communication facilities, installations, vehicles, inventories, stock in trade, tools and plants), current assets, earnest monies and sundry debtors, prepaid expenses, bills of exchange, promissory notes, outstanding loans and advances, recoverable in cash or in kind or for value to be received, receivables, funds (including the Demerged Undertaking Employee Funds wherever applicable), cash and bank balances and deposits, including accrued interest thereto with government, semi-government, local and other authorities and bodies, banks, customers and other persons, interest accrued thereon, reserves, provisions, funds, benefits of all agreements, bonds or pass through certificates, the benefits of any insurances, bank guarantees, performance guarantees and letters of credit;



(x) **"National Company Law Tribunal or 'NCLT'"** means the National Company Law Tribunal at Hyderabad which has jurisdiction over the Companies and of the



National Company Law Appellate Tribunal as constituted under the Act;

- (ee) "Permissions" means without limitation, all permits, licenses, grants (including government grants rights to receive subsidies), permissions, approvals, authorisations, clearances, consents (including environment consents and permits), registrations, entitlements, credits, certificates, awards, sanctions, privileges, memberships, allotments, quotas, no objection certificates, exemptions;
- (ff) "Proceedings" means without limitation all legal proceedings, including writ petition, review petition, special leave petition, application/ motion, suit, appeal, legal, taxation, quasi-judicial, arbitral and other proceedings, of whatsoever nature (including before any statutory or quasi-judicial authority or tribunal);
- (gg) "Record Date" means a date mutually agreed between the Board of the Demerged Company and the Board of the Resulting Company for the purpose of determining the shareholders of the Demerged Company to whom compulsorily convertible preference shares of the Resulting Company would be issued and allotted pursuant to the Demerger in accordance with Clause 37 of this Scheme;
- (hh) "Registrar of Companies" / "RoC" means the Registrar of Companies at Hyderabad, Telangana, India;
- (ii) "Resulting Company ESOPs" shall mean ESOPs that the Resulting Company may issue to one or more holders of Demerged Company ESOPs by suitably applying the Share Entitlement Ratio to the number of Demerged Company ESOPs held by them and conversion ratio thereof.
- (jj) "Rupees" or "Rs" or "INR" means Indian rupees, being the lawful currency of Republic of India;
- (kk) "Scheme" or "the Scheme" or "this Scheme" means this composite scheme of arrangement in its present form as submitted to NCLT or this Scheme with such modification(s), if any, made in accordance with the provisions hereof;
- (ll) "Share Entitlement Ratio" shall have the meaning ascribed to the term in Clause 36.1 in Part C of this Scheme;
- (mm) "Tax" or "Taxes" means and includes any tax, whether direct or indirect, including income tax (including withholding tax, dividend distribution tax), GST, excise duty, central sales tax, service tax, self-assessment tax, regular tax, minimum alternate tax, securities transaction tax, tax collected at source, imposts, octroi, local body tax and customs duty, duties, charges, fees, levies (including equalization levy), surcharge, cess or other similar assessments by or payable to Governmental Authority, including in relation to (i) income, services, gross receipts, premium, immovable property, movable property, assets, profession, entry, capital gains, municipal, interest, expenditure, imports, wealth, gift, sales, use, transfer, licensing, withholding, employment, payroll and franchise taxes; and (ii) any interest, fines, penalties, assessments or additions to Tax resulting from, attributable to or incurred in connection with any Proceedings or late payments in respect thereof;
- (nn) "Tax Assets and Credits" means all Tax related assets/credits, whether foreign, central, state or local, including but not limited to goods and services tax input credits, service tax input credits, export tax credits, export benefits, value added



sales tax/ excise/ entry tax credits or set-off, income tax holiday/ minimum alternative tax, Taxes withheld/ paid in a foreign country, deferred tax assets/ liabilities, accumulated losses under the IT Act and allowance for unabsorbed depreciation under the IT Act, losses brought forward and unabsorbed depreciation as per the books of account, tax refunds (excluding corporate tax refunds), rights of any claim not made in respect of any refund of Tax including any erroneous or excess payment thereof made and any interest thereon, with regard to any Applicable Law, tax deferrals, exemptions or other benefits (in each case including the benefit of any applications made for the same), right to deduction for the residual period, i.e., for the period remaining as on the Appointed Date out of the total period for which the deduction is available under Applicable Law, if any;

(oo) "Tax Laws" mean all the Applicable Law dealing with Taxes including but not limited to any Tax liability under the IT Act, Customs Act 1962, Central Excise Act, 1944, Goods and Services Tax Act, 2017, State Value Added Tax laws, Central Sales Tax Act, 1956 and/or other Applicable Law dealing with Taxes/ duties/ levies of similar nature;

(pp) "TDS" means tax deductible at source, in accordance with the provisions of the IT Act.

6. INTERPRETATION

6.1 All terms and words used but not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, IT Act and other Applicable Law, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof for the time being in force.

6.2 References to clauses, recitals and schedules, unless otherwise provided, are to clauses, recitals and schedules of and to this Scheme.

6.3 The headings herein shall not affect the construction of this Scheme.

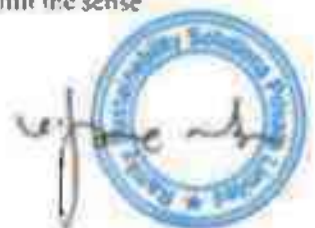
6.4 Unless the context otherwise requires, reference to any law or to any provision thereof shall include references to (i) any such law or to any provision thereof as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted; (ii) any law or any provision which replaces it, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision; (iii) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and (iv) all statutory instruments or orders made pursuant to a statutory provision.

6.5 The singular shall include the plural and vice versa; and references to one gender include all genders.

6.6 Reference to days, months and years are to calendar days, calendar months and calendar years respectively.

6.7 Any reference to 'writing' shall include e-mails, printing, typing, lithography and other means of reproducing words in visible form.

6.8 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative, without limitation and shall not limit the sense of the words preceding those terms.



- 6.9 References to a person include any individual, firm, body corporate (whether incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representatives body (whether or not having separate legal personality).
- 6.10 All references to Demerged Company in the Scheme shall mean a reference to Re Sustainability Limited after the Amalgamation has been deemed to be given effect to in accordance with Part B of this Scheme.

7. DATE OF TAKING EFFECT AND OPERATIVE DATE OF THE SCHEME

- 7.1 On the Effective Date, the Scheme shall come into force and shall become operative in the sequence and in the order mentioned hereunder but shall be deemed to have become effective on the Appointed Date:
- (a) First, Part B of the Scheme, which provides for the Amalgamation shall be operative; and
- (b) Thereafter and immediately after Part B of the Scheme has become operative, Part C of the Scheme, which provides for the Demerger (upon Part B of the Scheme becoming effective), shall become operative.

8. SHARE CAPITAL

- 8.1 The authorized share capital of the Amalgamated Company as on November 27, 2023 is as under:

S. No.	Class of Security	Number of Securities	Face Value	Authorised Share Capital
1.	Class A Equity Shares	20,25,22,450	INR 10	INR 2,02,52,24,500
2.	Class B Equity Shares	100	INR 10	INR 1,000
3.	Class A Preference Shares	1,00,000	INR 100	INR 1,00,00,000
4.	Optionally Redeemable Convertible Preference Shares ("OCRPS")	13,44,000	INR 15	INR 2,01,60,000
5.	Redeemable Preference Shares	71,145	INR 100	INR 71,14,500
Total				INR 2,06,25,00,000

- 8.2 The issued, subscribed and paid up share capital of the Amalgamated Company as on November 27, 2023 is as under:

S. No.	Class of Securities	Number of Securities	Face Value	Paid up Share Capital
1.	Class A Equity Shares	42,29,575	INR 10	Rs. 422,95,750
2.	Class B Equity Shares	100	INR 10	Rs. 1000
3.	OCRPS	2,28,563	INR 15	Rs. 34,28,445
Total				Rs. 4,57,25,195

- 8.3 The authorized share capital of the Amalgamating Company as on November 27, 2023 is as under:



S. No.	Class of Security	Number of Securities	Face Value	Authorised Share Capital
1.	Equity Shares	50,00,000	INR 10	INR 5,00,00,000

8.4 The issued, subscribed and paid up share capital of the Amalgamating Company as on November 27, 2023 is as under:

S. No.	Class of Security	Number of Securities	Face Value	Paid up Share Capital
1.	Equity Shares	49,90,000	INR 10	INR 4,99,00,000
		Total		INR 4,99,00,000

8.5 The authorized share capital of the Resulting Company as on November 27, 2023 is as under:

S. No.	Class of Security	Number of Shares	Face Value	Authorised Share Capital
1.	Equity Shares	1,00,000	10	10,00,000

8.6 The issued, subscribed and paid up share capital of the Resulting Company as on November 27, 2023 is as under:

S. No.	Class and Number of Securities	Paid up Share Capital
1.	1,000 Equity Shares of INR 10 each	INR 10,000

M. Srinivasan




U. Jagan



**PART B - AMALGAMATION OF THE AMALGAMATING COMPANY INTO
THE AMALGAMATED COMPANY**

9. TRANSFER AND VESTING

Upon the coming into effect of the Scheme and with effect from the Appointed Date, and subject to the provisions of this Scheme and Sections 230 to 232 of the Act and other applicable provisions of the Act, Section 72A of the IT Act and Applicable Law, if any, the Amalgamating Company shall stand amalgamated into and with the Amalgamated Company and all of the Amalgamating Company's Assets, Liabilities, Permissions, Commercial Rights and Documents, IP Rights, Tax Assets and Credits, Book and Records, Proceedings, rights and obligations shall be and stand transferred to and vested in or be deemed to be transferred to and vested in the Amalgamated Company. In the case of Assets and Liabilities, they shall stand transferred to the Amalgamated Company at the values appearing in the books of accounts of the Amalgamating Company immediately before the amalgamation, as a going concern, in terms of Section 2(1B) of the IT Act, without any further act, instrument, deed, matter or thing for the consideration provided in Clause 20.1, so as to become, the Assets and Liabilities of the Amalgamated Company by virtue of the Scheme and in the manner set out below.

10. TRANSFER OF ASSETS

10.1 In respect of such of the Movable Assets or Assets that are otherwise capable of transfer by manual or constructive delivery and/ or by novation and/ or by endorsement and/ or delivery and/ or by the operation of law pursuant to the NCLT sanction, the same shall stand transferred by the Amalgamating Company to the Amalgamated Company pursuant to the provisions of Sections 230 to 232 of the Act, Section 2(1B) of the IT Act and all other applicable provisions of Applicable Law, if any, without requiring any deed or instrument of conveyance for transfer of the same, and shall become the property of the Amalgamated Company absolutely and forever, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/ or financial institutions, upon the Scheme becoming effective, with effect from the Appointed Date.

10.2 All debts, actionable claims, earnest monies, receivables, bills, credits, loans, advances and deposits (including deposits with any Governmental Authorities or any other bodies and/ or customers or any other person), whether recoverable in cash or in kind or for value to be received, shall stand transferred to and vested in the Amalgamated Company without any notice or other intimation to any third person in pursuance of the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law to the end and intent that the right of the Amalgamating Company to recover or realize the same, stands transferred to the Amalgamated Company, and that appropriate entries should be passed in their respective books to record the aforesaid change, without any notice or other intimation to such debtors, depositors or persons as the case may be. The Amalgamated Company may, at its sole discretion but without being obliged, give notice in such form as it may deem fit and proper, to such person, as the case may be, that the aforementioned stand transferred to and vested in the Amalgamated Company and be paid or made good or held on account of the Amalgamated Company as the person entitled thereto.

10.3 All the rights, title, interest, remedies, claims, rights of actions and authorities of the Amalgamating Company, in any Immovable Assets, whether or not included in the books of the Amalgamating Company, shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, without any further act or deed or instrument, be transferred to and vested in or be deemed to have been transferred to or vested in the Amalgamated Company on the same terms and conditions. The Amalgamated Company shall upon the NCLT sanction of the Scheme and upon this Scheme becoming effective



effective, be entitled to exercise all rights and privileges attached to the aforesaid Immovable Assets and shall be liable to pay the ground rent and taxes and fulfil all obligations in relation to or applicable to such Immovable Assets. Upon this Scheme becoming effective, the title to such Immovable Assets shall be deemed to have been mutated and recognised as that of the Amalgamated Company. The Amalgamated Company shall subsequent to this Scheme becoming effective be entitled to the delivery and possession of all documents of title to such Immovable Assets in this regard. It is hereby clarified that all the rights, title and interest of the Amalgamating Company in any leasehold properties shall without any further act, instrument or deed, be vested in or deemed to have been vested in the Amalgamated Company. It is clarified that the Amalgamated Company shall be entitled to engage in such correspondence and make such applications and such representations as may be necessary for the purposes of the aforesaid mutation and/or substitution. Notwithstanding whether or not the Amalgamated Company makes such application and representation, and whether such applications or representations may be pending, the transfer and absolute conveyance of all Immovable Assets of the Amalgamating Company to the Amalgamated Company shall take effect automatically upon the effectiveness of this Scheme.

- 10.4** In so far as various Tax Assets and Credits, incentives, subsidies, exemptions, remissions, reductions, business losses, capital losses, unabsorbed depreciation and other benefits or exemptions or privileges enjoyed, granted by any Governmental Authority or by any other person, or availed of by the Amalgamating Company, shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, without any further act, instrument or deed, vest with and shall be available to the Amalgamated Company on the same terms and conditions as if they had been allotted and/or granted and/or sanctioned and/or allowed to the Amalgamated Company to the end and intent that the right of the Amalgamating Company to recover or realize them, stand transferred to the Amalgamated Company and that appropriate entries should be passed in their respective books to record the aforesaid changes.
- 10.5** The benefit of all balance relating to Taxes under the Tax Laws being balance pertaining to the Amalgamating Company, if any, shall stand vested in the Amalgamated Company as if the transaction giving rise to the said balance or credit was a transaction carried out by the Amalgamated Company. The Liabilities which were met by the Amalgamating Company till the Effective Date, which shall be construed to have met by the Amalgamated Company as if the transaction giving rise to the said Liability was a transaction carried out by Amalgamated Company.
- 10.6** Notwithstanding the fact that vesting of the Amalgamating Company's business occurs automatically by virtue of this Scheme, it is clarified that in order to ensure (i) implementation of the provisions of the Scheme; (ii) uninterrupted transfer of the relevant Permissions; and (iii) continued vesting of the benefits, exemptions available to the Amalgamating Company in favour of the Amalgamated Company, the Amalgamated Company shall be deemed to be authorized to execute or enter into necessary discussions and documentation with any Governmental Authority or third parties.

11. TRANSFER OF LIABILITIES

- 11.1** Upon coming into effect of this Scheme and with effect from the Appointed Date, the Liabilities of the Amalgamating Company, whether or not recorded in the books of the Amalgamating Company, shall, under Sections 230 to 232 of the Act, Section 2(1B) and other relevant provisions of the IT Act, the Act and all other applicable provisions of Applicable Law, if any without any further act, instrument or deed be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Amalgamated Company and the same shall be assumed by the Amalgamated Company to the extent of the



they are outstanding as on the Effective Date so as to become the Liabilities of the Amalgamated Company which it undertakes to meet and discharge. It shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Liabilities have arisen, in order to give effect to the provisions of this Clause 11.

- 11.2 All borrowings of the Amalgamating Company shall without any further act, instrument or deed, become borrowings of the Amalgamated Company, and all rights, powers, duties and obligations in relation thereto shall stand transferred to and vested in and shall be exercised by or against the Amalgamated Company as if it had incurred such borrowings. Thus, with effect from the Effective Date, the primary obligation to redeem or repay such borrowings pertaining to the Amalgamating Company's business shall be that of the Amalgamated Company.
- 11.3 Save as mentioned in this Scheme, no other term or condition of the Liabilities transferred to the Amalgamated Company as part of the Scheme is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.
- 11.4 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Amalgamated Company alone shall be liable to perform all obligations in respect of Liabilities transferred from the Amalgamating Company.

12. ENCUMBRANCES

- 12.1 The transfer and vesting of the Assets comprised in the Amalgamating Company's business to and in the Amalgamated Company in terms of the above shall be subject to the Encumbrances, if any, affecting the same as hereinafter provided.
- 12.2 In so far as the existing Encumbrances on Assets of the Amalgamating Company are concerned, such Encumbrances shall continue over those same Assets in respect of the underlying Liabilities transferred to the Amalgamated Company pursuant to this Scheme. Provided that if any of the Assets comprised in the Amalgamating Company's business which are being transferred to the Amalgamated Company pursuant to this Scheme have not been Encumbered in respect of the Liabilities pertaining to the Amalgamating Company's business, such Assets shall remain unencumbered and the existing Encumbrances referred to above shall not be extended to and shall not operate over such Assets.
- 12.3 Notwithstanding anything to the contrary in any contract of the Amalgamating Company, the assumption by the Amalgamated Company of the Amalgamating Company's Liabilities shall not increase the Assets over which the relevant counterparty has an Encumbrance.
- 12.4 In so far as the existing Encumbrances over the Assets of the Amalgamated Company or any part thereof which relate to the Liabilities of the Amalgamated Company prior to the Effective Date are concerned, such Encumbrances shall, without any further act, instrument or deed continue to relate to only such Assets and shall not extend or attach to any of the Assets of the Amalgamating Company which are transferred to the Amalgamated Company by virtue of the Scheme.
- 12.5 Any reference in any security documents or arrangements (to which the Amalgamating Company is a party) to the Amalgamating Company and its Assets, shall be construed as a reference to the Amalgamated Company and to the Assets of the Amalgamating Company transferred to the Amalgamated Company by virtue of the Scheme.

12.6 Without any prejudice to the provisions of the preceding Clauses, the Amalgamating Company shall



Company and the Amalgamated Company may enter into and execute such other deeds, instruments, documents and/ or writings and/ or do all acts and deeds as may be required, including the filing of necessary particulars and/ or modification(s) of charge, with the Registrar of Companies to give formal effect to the provisions of this Clause 12 and foregoing Clauses, if required.

13. PERMITS, CONSENTS, LICENSES

13.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, all Permissions, concessions, powers of attorney, issued to or granted to or executed in favour of the Amalgamating Company and the rights and benefits under them which are subsisting or in effect immediately prior to the Effective Date, shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, be transferred to and vested in or deemed to have transferred to or vested in the Amalgamated Company; and the concerned concessioning authorities, licensors, grantors of such Permissions, concessions and powers of attorney (where the Amalgamated Company so requests) endorse, where necessary, and record, in accordance with Applicable Law, the name of the Amalgamated Company as the successor entity, so as to empower and facilitate the approval and vesting of the Amalgamating Company's business in the Amalgamated Company and continuation of operations forming part of the Amalgamating Company's business in the Amalgamated Company without hindrance, and that such Permissions, concessions and powers of attorney shall remain in full force and effect in favour of or against the Amalgamated Company, as the case may be, and may be enforced as fully and effectually as if, instead of the Amalgamating Company, the Amalgamated Company had originally been a party or beneficiary or obligee thereto.

13.2 Until such Permissions, concessions and powers of attorney are transferred, vested, recorded, effected and/or perfected in the record of the Governmental Authority, in favour of the Amalgamated Company, the Amalgamated Company shall be deemed to be authorized to carry on the business in the name and style of the Amalgamating Company and under the relevant Permissions, concessions and powers of attorney in so far as they relate to the Retained Business, as the case may be. Upon coming into effect of this Scheme, the past track record of the Amalgamating Company vis-a-vis the Amalgamating Company's business shall be deemed to be the track record of the Amalgamated Company for all commercial and regulatory purposes.

14. BANK ACCOUNTS

14.1 On and from the Effective Date and thereafter, the Amalgamated Company shall be entitled to operate all bank accounts of the Amalgamating Company.

14.2 All cheques and other negotiable instruments, pay orders, electronic fund transfers (such as NEFT, RTGS, etc.) received or presented for encashment which are in the name of the Amalgamating Company after the Effective Date, as applicable, shall be deemed to have been in the name of the Amalgamated Company and credited to the account of the Amalgamated Company, if presented by the Amalgamated Company or received through electronic transfers and shall be accepted by the relevant bankers and credited to the accounts of the Amalgamated Company. Similarly, the banker of the Amalgamating Company shall honour all cheques and other negotiable instruments, pay orders, instructions for electronic fund transfers (such as NEFT, RTGS, etc.) issued by the Amalgamated Company for payment prior to the Effective Date. It is hereby expressly clarified that any Proceedings by or against the Amalgamating Company in relation to the cheques and other negotiable instruments, pay orders, electronic fund transfers (such as NEFT, RTGS, etc.) received or presented for encashment which are in the name of the Amalgamating Company shall be instituted or continued by or against the Amalgamated Company.



the Amalgamated Company after the Effective Date.

15. STAFF, EMPLOYEES

15.1 On the Scheme becoming effective, all employees of the Amalgamating Company immediately prior to the Effective Date ("Amalgamating Company Employees") shall be deemed to have become employees of the Amalgamated Company, with effect from the Effective Date, in the same capacity as they were employed with the Amalgamating Company, without any break or interruption in their service and with the benefit of continuity of service, and the terms and conditions of their employment with the Amalgamated Company shall not be less favourable than those applicable to them with reference to their employment in the Amalgamating Company immediately prior to the Effective Date and in compliance with Applicable Law.

15.2 The Amalgamated Company agrees that the past service of all the Amalgamating Company Employees shall be taken into account for the purpose of any retirement benefits that may be applicable to them in the Amalgamating Company immediately prior to coming into effect of this Scheme and which continue to be available to them as employees of the Amalgamated Company. The Amalgamated Company further agrees that for the purpose of payment of any retrenchment or redundancy compensation, gratuity or other terminal benefits, as may be applicable, such past service with the Amalgamating Company shall also be taken into account and agrees to pay the same as and when payable in compliance with Applicable Law.

15.3 On the Scheme becoming effective, in so far as the provident fund, gratuity fund, superannuation fund or any other special fund or trusts, if any, created or existing for the benefit of the staff and employees of the Amalgamating Company are concerned, the investments made in the funds and liabilities which are attributable/referable to the Amalgamating Company Employees (collectively referred to as the "Amalgamating Company Funds") shall be transferred to the similar funds or trusts created and/or nominated by the Amalgamated Company and shall be held for their benefit pursuant to this Scheme, or at the sole discretion of the Amalgamated Company, maintained as separate funds or trusts by the Amalgamated Company. Pending the transfer as aforesaid, the Amalgamating Company Funds may be continued to be deposited in the existing relevant funds or trusts of the Amalgamating Company. Without prejudice to the aforesaid, the Board of the Amalgamated Company, if it deems fit and subject to Applicable Laws, shall be entitled to: (a) retain separate trusts or funds within the Amalgamated Company for the erstwhile fund(s) or trusts of the Amalgamating Company; or (b) merge the pre-existing funds or trusts of the Amalgamating Company with other similar funds or trusts of the Amalgamated Company; or (c) provision for the Amalgamating Company Funds, in any other manner, as determined by the Amalgamated Company, subject to Applicable Law.

15.4 Further to the transfer of the Amalgamating Company Funds, for all purposes whatsoever in relation to the administration or operation of such the Amalgamating Company Funds or in relation to the obligation to make contributions to the Amalgamating Company Funds in accordance with the provisions thereof as per the terms provided in the respective trust deeds, if any, all rights, duties, powers and obligations of the Amalgamating Company in relation to the Amalgamating Company's business as on the Effective Date in relation to Amalgamating Company Funds shall become those of the Amalgamated Company.



15.5 In relation to any other fund (including any funds set up by the government for employee benefits) created or existing for the benefit of the Amalgamating Company Employees, the Amalgamated Company shall stand substituted for the Amalgamating Company, for all purposes whatsoever, including relating to the obligation to make contributions to the said funds in accordance with the provisions of such scheme, funds, bye laws, etc. in respect of the Amalgamating Company Employees.

15.6 Upon the coming into effect of this Scheme, the directors or key managerial personnel of the Amalgamating Company will not become directors or key managerial personnel of the Amalgamated Company unless and except to the extent the Board of the Amalgamated Company may specifically decide. It is clarified that this Scheme will not affect any directorship or key managerial position of a person who is already a director / or key managerial personnel in the Amalgamated Company as of the Effective Date, if any.

16. LEGAL PROCEEDINGS

16.1 Upon the coming into effect of this Scheme, if any Proceedings, by or against the Amalgamating Company, whether pending on the Effective Date or which may arise or be instituted any time thereafter shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, but the said Proceedings shall be continued, prosecuted and enforced by or against the Amalgamated Company, as the case may be, after the Effective Date, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Amalgamating Company as if this Scheme had not been made.

16.2 All Proceedings initiated by or against the Amalgamating Company, as applicable, referred to above shall stand transferred to the name of the Amalgamated Company on and after the Appointed Date and the same shall be continued, prosecuted and enforced by or against the Amalgamated Company to the exclusion of the Amalgamating Company. The Amalgamated Company shall be entitled to make all relevant applications for itself and also on behalf of the Amalgamating Company (wherever required).

17. CONTRACTS, DEEDS, ETC.

17.1 Upon coming into effect of this Scheme and subject to the other provisions of this Scheme, all IP Rights, Commercial Rights and Documents to which the Amalgamating Company is a party or to the benefit of which the Amalgamating Company is eligible and which is subsisting or having effect on the Effective Date, shall without any further act, instrument or deed, continue in full force and effect against or in favour of the Amalgamated Company and may be enforced by or against the Amalgamated Company as fully and effectually as if, instead of the Amalgamating Company, the Amalgamated Company had been a party thereto. It shall not be necessary to obtain the consent of any third party or other person who is a party to any such IP Rights, Commercial Rights and Documents to give effect to the provisions of this Clause 17 of the Scheme.

17.2 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that the vesting of the Amalgamating Company's business occurs by virtue of the Scheme itself, the Amalgamated Company may, at any time after the coming into effect of this Scheme, if required under any Applicable Law or at its sole discretion enter into and/ or issue and/ or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations in order to give formal effect to the provisions of this Scheme.



- 17.3 The Amalgamated Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Amalgamating Company and to implement or carry out all formalities required to give effect to the provisions of this Scheme.
- 17.4 On and from the Effective Date, and thereafter, the Amalgamated Company shall be entitled to complete and enforce all Commercial Rights and Documents and transactions in the name of the Amalgamating Company in so far as may be necessary, until the transfer of rights and obligations of the Amalgamating Company to the Amalgamated Company under this Scheme has been given effect to under such Commercial Rights and Documents and such transactions.
- 17.5 Any inter-se contracts between the Amalgamating Company (on the one hand) and the Amalgamated Company (on the other hand) shall stand cancelled and cease to operate upon the effectiveness of this Scheme.
- 17.6 On and from the date of effectiveness of this Scheme, the Amalgamated Company shall have access to and benefit of Books and Records to which the Amalgamating Company has access and of which the Amalgamating Company has the benefit.

18. VALIDITY OF EXISTING RESOLUTIONS

Upon the coming into effect of the Scheme, the resolutions, if any, of the Amalgamating Company which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Amalgamated Company.

19. TAXATION MATTERS

- 19.1 The Amalgamation is a tax-neutral amalgamation in accordance with Section 2(1B) of the IT Act and other Applicable Law. With effect from the Appointed Date and upon the Scheme becoming effective, all Taxes receivable/payable by the Amalgamating Company, including all or any Tax Assets and Credits /claims/tax losses /unabsorbed depreciation relating thereto shall be treated as the asset/liability or Tax Assets and Credits claims/tax losses /unabsorbed depreciation, as the case may be, of the Amalgamated Company. It is also clarified that the Amalgamated Company shall have the right to claim Tax Assets and Credits and/or adjustments relating to the income or transactions it has entered into, by virtue of this Scheme with effect from the Appointed Date. The Taxes paid by, for, or on behalf of the Amalgamating Company, relating to the period up to the Effective Date, shall be deemed to be the Taxes paid by the Amalgamated Company, which shall be entitled to claim Tax Assets and Credits for such Taxes.
- 19.2 Further, it will be deemed that the benefit of any Tax Assets and Credits availed by the Amalgamating Company and the obligations, if any, for payment of Taxes on any Assets etc. shall be deemed to have been availed by the Amalgamated Company.
- 19.3 The Amalgamated Company is expressly permitted to revise its Tax returns, either electronically or physically, including TDS certificates/ returns, wealth tax returns GST, service tax, excise duty, sales tax, value added tax, entry tax, cess, professional tax or any other statutory returns, if required, and shall be entitled to claim Tax Assets and Credits, credit for advance tax paid, claim for sums prescribed under Section 43B of the IT Act on payment basis, claim for deduction of provisions written back by the Amalgamating Company previously disallowed in the hands of the Amalgamating Company under the IT Act, credit of Tax under section 115JB read with section 115JAA of the IT Act, credit of foreign Tax paid/withheld, if any, pertaining to the Amalgamating Company consequent to implementation of this Scheme and where necessary to give effect to this Scheme, even if the prescribed time limit for filing or revision of returns has lapsed without incurring



any liability on account of interest, penalty or any other sum to claim Tax Assets and Credits, on the basis of the accounts of the Amalgamating Company upon the coming into effect of this Scheme.

- 19.4 All Tax assessment Proceedings of whatsoever nature by or against the Amalgamating Company pending and/or arising at the Appointed Date and relating to the Amalgamating Company shall be continued and/or enforced until the Effective Date as desired by the Amalgamated Company. As and from the Effective Date, the Tax Proceedings shall be continued and enforced by or against the Amalgamated Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Amalgamating Company. Further, all Tax Proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the merger of the Amalgamating Company with the Amalgamated Company or anything contained in the Scheme.

20. CONSIDERATION FOR AMALGAMATION

- 20.1 Since the Amalgamating Company is a subsidiary of the Amalgamated Company, with shares of the Amalgamating Company held by the Amalgamated Company, a subsidiary of the Amalgamated Company, and their respective nominees, and since shares of a holding company cannot be held by its subsidiaries pursuant to provisions of Section 19 of the Act, no consideration shall be payable pursuant to the Amalgamation, and therefore no shares of the Amalgamated Company shall be allotted in lieu or exchange of the holding of shareholders in the Amalgamating Company (held directly and jointly with the nominee shareholders).

21. CANCELLATION OF SHARES

Notwithstanding anything contained under the Act, pursuant to the provisions of Sections 230 to 232 of the Act, the existing shares of shareholders of the Amalgamating Company shall stand cancelled and extinguished without any further act, instrument or deed.

22. ACCOUNTING TREATMENT IN THE BOOKS OF THE AMALGAMATED COMPANY

- 22.1 Notwithstanding anything else contained in the Scheme, upon the Scheme being effective, the Amalgamated Company shall account for the Amalgamation in accordance with the Pooling of Interest method of accounting as laid down in Appendix C of Indian Accounting Standard ("IndAS") 103 (Business Combinations of entities under common control) notified under Section 133 of the Act, under the Companies (Indian Accounting Standard) Rules, 2015, as may be amended from time to time, in its books of accounts such that:

- (a) The Amalgamated Company shall record the assets and liabilities of the Amalgamating Company vested in it pursuant to this Scheme, at the carrying values as appearing in the consolidated financial statements of the Amalgamated Company;
- (b) The identity of the reserves of the Amalgamating Company shall be preserved and the Amalgamated Company shall record the reserves of the Amalgamating Company in the same form and at the carrying amount as appearing in the consolidated financial statements of the Amalgamated Company;

- (c) Pursuant to the merger of the Amalgamating Company with the Amalgamated Company, inter-company balances, if any, between the Amalgamating Company and the Amalgamated Company as appearing in the books of the Amalgamated Company shall stand cancelled;



- (d) The carrying amount of investments in the shares of the Amalgamating Company held by the Amalgamated Company, shall stand cancelled in the books of the Amalgamated Company, without any further act or deed;
- (e) The surplus / deficit, if any, arising after taking the effect of Clauses 22.1(a), 22.1(b) and 22.1(d), after adjustment of Clause 22.1(c) shall be transferred to Capital Reserve in the financial statements of the Amalgamated Company;
- (f) In case of any differences in accounting policies between the Amalgamating Company and the Amalgamated Company, the accounting policies followed by the Amalgamated Company shall prevail to ensure that the financial statements reflect the financial position on the basis of consistent accounting policies;
- (g) Comparative financial information in the financial statements of the Amalgamated Company shall be restated for the accounting impact of the merger of the Amalgamating Company, as stated above, as if the merger had occurred from the beginning of the comparative period presented;
- (h) For accounting purposes, the Scheme will be given effect on the date when all substantial conditions for the transfer of the Amalgamating Company are completed;
- (i) Any matter not dealt with hereinabove shall be dealt with in accordance with the requirement of applicable Ind AS.

23. DISSOLUTION OF AMALGAMATING COMPANY

- 23.1** On the Effective Date, pursuant to the Amalgamation, the Amalgamating Company shall stand dissolved without being wound-up and without any further act, instrument or deed.
- 23.2** On and with effect from the Effective Date, the status of the Amalgamating Company shall be changed to 'amalgamated' in the records of the Registrar of Companies, Hyderabad. The Amalgamated Company and the Amalgamating Company will make the necessary filings in this regard.



**PART C - TRANSFER AND VESTING OF THE DEMERGED UNDERTAKING INTO
THE RESULTING COMPANY**

24. TRANSFER AND VESTING OF THE DEMERGED UNDERTAKING

Upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to Sections 230 to 232 of the Act and other applicable provisions of the Act, if any, the Demerged Undertaking will be transferred from the Demerged Company to the Resulting Company at the values appearing in the books of accounts of the Demerged Company immediately before the demerger, in accordance with Sections 2(19AA), 2(19AAA) read with Section 2(41A) of the IT Act and pursuant to the sanction of the NCLT, the Demerged Undertaking shall, without any further act, instrument or deed, be demerged from the Demerged Company and stand transferred to and vested in or be deemed to be transferred to and vested in the Resulting Company as a going concern, for the consideration provided below so as to become the undertaking of the Resulting Company, by virtue of the Scheme and in the manner set out below.

25. TRANSFER OF ASSETS

25.1 In respect of such of the Movable Assets or the Assets of the Demerged Undertaking as are otherwise capable of transfer by manual or constructive delivery and/ or by novation and/ or by endorsement and/ or delivery and/ or by the operation of law pursuant to the NCLT sanction, the same shall stand transferred by the Demerged Company to the Resulting Company pursuant to the provisions of Sections 230 to 232 of the Act, Section 2(19AA) of the IT Act and all other applicable provisions of Applicable Law, if any, without requiring any deed or instrument of conveyance for transfer of the same, and shall become the property of the Resulting Company as an integral part of the Demerged Undertaking absolutely and forever, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks, upon the Scheme becoming effective, with effect from the Appointed Date. Without any prejudice to the provisions of the foregoing Clauses, the Demerged Company and the Resulting Company may enter into and execute such other deeds, instruments, documents and/ or writings and/ or do all acts and deeds as may be required, including the filing of necessary documents with any Person to give formal effect to the provisions of this Clause 25 and foregoing Clauses, if required.

25.2 All debts, actionable claims, earnest monies, receivables, bills, credits, loans, advances and deposits (including deposits with any Governmental Authorities or any other bodies and/ or customers or any other person), if any, forming part of the Demerged Undertaking, whether recoverable in cash or in kind or for value to be received, shall stand transferred to and vested in the Resulting Company without any notice or other intimation to any third person in pursuance of the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law to the end and intent that the right of the Demerged Company to recover or realize them stands transferred to the Resulting Company, and that appropriate entries should be passed in their respective books to record the aforesaid change, without any notice or other intimation to such debtors, depositors or persons as the case may be. The Resulting Company may, at its sole discretion but without being obliged, give notice in such form as it may deem fit and proper, to such person, as the case may be, that the aforementioned stand transferred to and vested in the Resulting Company and be paid or made good or held on account of the Resulting Company as the person entitled thereto.

25.3 The rights, title, interest, claims, rights of actions and authorities in Immovable Assets forming part of the Demerged Undertaking shall stand transferred to the Resulting Company either under the Scheme or by way of a separate conveyance or agreement, with or without payment of consideration, at the Resulting Company's discretion. The Resulting

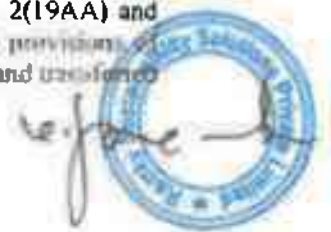


Company shall, upon this Scheme becoming effective, be entitled to exercise all rights and privileges attached to the aforesaid Immovable Assets and shall be liable to pay the ground rent and taxes and fulfil all obligations in relation to or applicable to such Immovable Assets. Upon this Scheme becoming effective, the title to such Immovable Assets shall be deemed to have been mutated and recognised as that of the Resulting Company. The Resulting Company shall subsequent to this Scheme becoming effective be entitled to the delivery and possession of all documents of title to such Immovable Assets in this regard. It is hereby clarified that all the rights, title and interest of the Demerged Company in any leasehold properties forming part of the Demerged Undertaking shall without any further act, instrument or deed, be vested in or deemed to have been vested in the Resulting Company. It is clarified that the Resulting Company shall be entitled to engage in such correspondence and make such applications and representations, as may be necessary for the purposes of the aforesaid mutation and/or substitution. Notwithstanding whether or not the Demerged Company makes such application and representation, and whether such applications or representations may be pending, the transfer and absolute conveyance of all Immovable Assets of the Demerged Company forming part of the Demerged Undertaking to the Resulting Company shall take effect automatically upon the effectiveness of this Scheme.

- 25.4 In so far as various Tax Assets and Credits, incentives, subsidies, exemptions, remissions, reductions, business losses, capital losses, unabsorbed depreciation and other benefits or exemptions or privileges enjoyed, granted by any Governmental Authority or by any other person, or availed of by the Demerged Company shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, without any further act, instrument or deed, in so far as they relate to the Demerged Undertaking, vest with and be available to the Resulting Company on the same terms and conditions as if the same had been allotted and/ or granted and/ or sanctioned and/ or allowed to the Resulting Company to the end and intent that the right of the Demerged Company to recover or realize the same, stands transferred to the Resulting Company and that appropriate entries should be passed in their respective books to record the aforesaid changes.
- 25.5 The benefit of all balances relating to Taxes under the Tax Laws being balance pertaining to the Demerged Undertaking, if any, shall stand vested in the Resulting Company as if the transaction giving rise to the said balance or credit was a transaction carried out by Resulting Company. The Liabilities which were met by the Demerged Undertaking till the Effective Date, shall be construed to have been met by the Resulting Company as if the transaction giving rise to the said Liability was a transaction carried out by Resulting Company.
- 25.6 Without prejudice to the fact that vesting of the Demerged Undertaking occurs automatically by virtue of this Scheme, it is clarified that in order to ensure (i) implementation of the provisions of the Scheme; (ii) uninterrupted transfer of the relevant Permissions, patents, licenses, registrations, certificates, etc.; and (iii) continued vesting of the benefits, exemptions available to the Demerged Company in relation to the Demerged Undertaking in favour of the Resulting Company, the Resulting Company shall be deemed to be authorized to execute or enter into necessary discussions and documentations with any Governmental Authority or third parties.

26. TRANSFER OF LIABILITIES

- 26.1 Upon coming into effect of this Scheme and with effect from the Appointed Date, all Demerged Liabilities (as defined hereinafter) whether or not recorded in the books of the Demerged Company, shall, under Sections 230 to 232 of the Act, Section 2(19AA) and other relevant provisions of the IT Act, and all other applicable provisions of Applicable Law, if any without any further act, instrument or deed be and stand transferred



to and vested in and be deemed to have been transferred to and vested in the Resulting Company, and the same shall be assumed by the Resulting Company to the extent that they are outstanding as on the Effective Date so as to become the Liabilities of the Resulting Company which it undertakes to meet, and discharge. It shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Liabilities have arisen, in order to give effect to the provisions of this Clause 26.

26.2 The term "Demerged Liabilities" shall mean:

- (a) the Liabilities pertaining to Demerged Business(es);
- (b) the specific loans or borrowings, guarantees (including debentures, if any) raised, incurred and utilized for the activities or operations of the the Demerged Subsidiaries and/ or the Demerged Business;
- (c) in cases other than those referred to above, so much of the amounts of general or multipurpose borrowings, if any, of the Demerged Company, as standing in the same proportion which the value of the Assets transferred pursuant to the Demerger bears to the total value of the Assets of the Demerged Company immediately prior to the Appointed Date; and
- (d) all Liabilities and obligations with regard to employees, contractors, retained personnel by whatever name or designation called, who are not, or who consequent to the Effective Date cease to be, employees of the Retained Business.

26.3 The Demerged Liabilities transferred to the Resulting Company in terms of this Clause 26 shall without any further act, instrument or deed, become Liabilities of the Resulting Company, and all rights, powers, duties and obligations in relation thereto shall stand transferred to and vested in and shall be exercised by or against the Resulting Company as if it had entered into such Liabilities. Thus, with effect from the Effective Date, the primary obligation to redeem or repay such Demerged Liabilities shall be that of the Resulting Company.

26.4 Save as mentioned in this Scheme, no other term or condition of the Demerged Liabilities transferred to the Resulting Company as part of the Scheme is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.

26.5 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Demerged Company alone shall be liable, to perform all obligations in respect of all Liabilities pertaining to its Retained Business and the Resulting Company shall not have any obligations in respect of the Liabilities of the Retained Business. Further, upon the coming into effect of this Scheme and with effect from the Appointed Date, the Resulting Company alone shall be liable to perform all obligations in respect of the Demerged Liabilities, which have been transferred to it in terms of this Scheme, and the Demerged Company shall not have any obligations in respect of such Demerged Liabilities.

27. ENCUMBRANCES

27.1 The transfer and vesting of the Assets comprised in the Demerged Undertaking to and in the Resulting Company shall be subject to the Encumbrances, if any, affecting the same as hereinafter provided.

27.2 In so far as the existing Encumbrances on Assets of the Demerged Undertaking are not provided, such Encumbrances shall not affect those same Assets to the extent the



favour of the Demerged Company and the rights and benefits under the same, each to the extent they relate to the Demerged Undertaking, shall be transferred to and vested in or deemed to have transferred to or vested in the Resulting Company; and the concerned concessioning authorities, licensors, grantors of such Permissions, concessions and powers of attorney shall (where the the Resulting Company so requests) endorse, and record, in accordance with law, the name of the Resulting Company as the successor entity, so as to empower and facilitate the approval and vesting of the Demerged Undertaking in the Resulting Company and continuation of operations forming part of the Demerged Undertaking in the Resulting Company without hindrance, and that such Permissions, concessions and powers of attorney shall remain in full force and effect in favour of or against the Resulting Company, as the case may be, and may be enforced as fully and effectually as if, instead of the Demerged Company, the Resulting Company had originally been a party or beneficiary or obligee thereto.

28.2 Until such Permissions, concessions and powers of attorney are transferred, vested, recorded, effected and/or perfected in the record of the Governmental Authority, in favour of the Resulting Company, the Resulting Company shall be deemed to be authorized to carry on the Demerged Undertaking in the name and style of the Demerged Company and under the relevant Permissions, concessions and powers of attorney in so far as they relate to the Demerged Undertaking, as the case may be. Upon coming into effect of this Scheme, the past track record of the Demerged Company vis-a-vis the Demerged Undertaking shall be deemed to be the track record of the Resulting Company for all commercial and regulatory purposes.

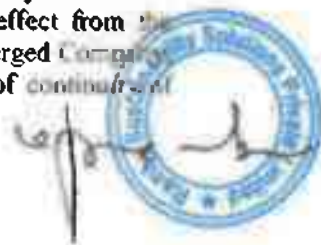
29. BANK ACCOUNTS

29.1 On and from the Effective Date and thereafter, the Resulting Company shall be entitled to operate all bank accounts of the Demerged Company listed in SCHEDULE III, which are its bank accounts in relation to or in connection with the Demerged Undertaking, and realize all monies in relation to the Demerged Undertaking.

29.2 All cheques and other negotiable instruments, pay orders, electronic fund transfers (such as NEFT, RTGS, etc.) received or presented for encashment which are in the name of the Demerged Company on or after the Effective Date, as applicable, in so far as the same forms part of the Demerged Undertaking on the Effective Date, shall be deemed to have been in the name of the Resulting Company and credited to the account of the Resulting Company, if presented by the Resulting Company or received through electronic transfers and shall be accepted by the relevant bankers and credited to the accounts of the Resulting Company. Similarly, the banker of the Resulting Company shall honour all cheques and other negotiable instruments, pay orders, instructions for electronic fund transfers (such as NEFT, RTGS, etc.) issued by the Demerged Company (in relation to the Demerged Undertaking) for payment prior to the Effective Date. It is hereby expressly clarified that any Proceedings by or against the Demerged Company in relation to or in connection with the Demerged Undertaking, in relation to the cheques and other negotiable instruments, pay orders, instructions for electronic fund transfers (such as NEFT, RTGS, etc.) received or presented for encashment which are in the name of the Demerged Company shall be instituted, or as the case may be, continued by or against the Resulting Company on and after the Effective Date.

30. STAFF, EMPLOYEES

30.1 On the Scheme becoming effective, all the Demerged Undertaking Employees shall be deemed to have become employees of the Resulting Company, with effect from the Effective Date, in the same capacity as they were employed with the Demerged Company without any break or interruption in their service and with the benefit of continuity of



service, and the terms and conditions of their employment with the Resulting Company shall not be less favourable than those applicable to them with reference to their employment in the Demerged Company immediately prior to the Effective Date and in compliance with Applicable Law.

- 30.2 The Resulting Company agrees that the past service of all Demerged Undertaking Employees shall be taken into account for the purpose of any retirement benefits that may be applicable to them in the Demerged Company immediately prior to coming into effect of this Scheme and which continue to be available to them as employees of the Resulting Company the Resulting Company further agrees that for the purpose of payment of any retrenchment or redundancy compensation, gratuity or other terminal benefits, as may be applicable, such past service with the Demerged Company shall also be taken into account and agrees to pay the same as and when payable in compliance with Applicable Law. After the Effective Date, the Resulting Company alone shall be liable for any and all dues to Demerged Undertaking Employees and the Demerged Company shall have no liability whatsoever for any dues towards any Demerged Undertaking Employee.
- 30.3 On the Scheme becoming effective, in so far as the provident fund, gratuity fund, superannuation fund or any other special fund or trusts, if any, created by the Demerged Company or existing for the benefit of the staff and employees of the Demerged Company are concerned, such proportion of the investments made in the funds and liabilities which are attributable/referable to the Demerged Undertaking Employees (collectively referred to as the "Demerged Undertaking Employee Funds") shall be transferred to the similar funds or trusts created and/or nominated by the Resulting Company and shall be held for their benefit pursuant to this Scheme, or at the sole discretion of the Resulting Company, maintained as separate funds or trusts by the Resulting Company pending the transfer as aforesaid, the Demerged Undertaking Employee Funds may be continued to be deposited in the existing relevant funds or trusts of the Demerged Company. Without prejudice to the aforesaid, the Board of the Resulting Company, if it deems fit and subject to Applicable Laws, shall be entitled to: (a) retain separate trusts or funds within the Resulting Company for the erstwhile fund(s) or trusts of the Demerged Company; or (b) merge the pre-existing funds or trusts of the Demerged Company with other similar funds of the Resulting Company; or (c) provision for the Demerged Undertaking Employee Funds, in any other manner, as determined by the Resulting Company, subject to Applicable Law.
- 30.4 Subsequent to the transfer of the Demerged Undertaking Employee Funds, for all purposes whatsoever in relation to the administration or operation of such Demerged Undertaking Employee Funds or in relation to the obligation to make contributions to the Demerged Undertaking Employee Funds in accordance with the provisions thereof as per the terms provided in the respective trust deeds, if any, all rights, duties, powers and obligations of the Demerged Company in relation to the Demerged Undertaking Employee Funds as on the Effective Date shall become those of the Resulting Company.
- 30.5 In relation to any other fund (including any funds set up by the government for employee benefits) created or existing for the benefit of the Demerged Undertaking Employees, the Resulting Company shall stand substituted for the Demerged Company, for all purposes whatsoever, including in relation to the obligation to make contributions to the said funds in accordance with the provisions of such scheme, funds, bye laws, etc. in respect of the Demerged Undertaking Employees. The Resulting Company undertakes to abide by any agreement/ settlement, if any, entered into by the Demerged Company with any Demerged Undertaking Employee / union thereof.
- 30.6 In so far as the existing benefits or funds created by the Demerged Company for the employees other than the Demerged Undertaking Employees, they shall continue and the Resulting Company shall continue to provide such benefits or funds in accordance



with the provisions thereof, and the Resulting Company shall have no liability in respect thereof.

- 30.7** The Boards of the Demerged Company and the Resulting Company may at their respective discretions undertake such measures as they respectively consider appropriate to protect the interest of individuals holding Demerged Company ESOPs. Without prejudice to the generality of the forgoing sentence, these measures may include: (i) the issuance of Resulting Company ESOPs by the Resulting Company to the extent permissible under Applicable Law, (ii) issuance of additional ESOPs by the Demerged Company, (iii) compensatory modifications to the terms of the vested and/or unvested Demerged Company ESOPs as the Board of the Demerged Company may deem appropriate including but not limited to modifications to their exercise price, exercise period, vesting periods and/or conversion ratio; (iv) continuation of vesting periods and continued vesting of unvested Demerged Company ESOPs to Demerged Undertaking Employees after cessation of employment with Demerged Company (in accordance with modifications pursuant to (iii) above);
- 30.8** For the avoidance of doubt, all the measures adopted by the Demerged Company and or the Resulting Company as mentioned hereinbefore shall be effected as an integral part of this Scheme and the approval of relevant Governmental Authorities and the shareholders of the Demerged Company and the Resulting Company to this Scheme shall be deemed to be their consent in relation to all matters pertaining to such measures, including without limitation, for the purposes of creating any new employee stock option plans or other schemes and/ or modifying the terms of the Demerged Company ESOPs, increasing the maximum number of equity shares that can be issued consequent to the exercise of the Demerged Company ESOPs, and/ or modifying the exercise price of the Demerged Company ESOPs and all related matters. No further approval of the shareholders of the Demerged Company or Resulting Company or any other person would be required in this connection.
- 30.9** It is hereby clarified that in relation to the Resulting Company ESOPs (if any), the period during which the corresponding Demerged Company ESOPs were held by the relevant individual as an employee of Demerged Company shall be taken into account for determining, and adjusted against, the minimum vesting period, lock-in period, or exercise period required under Applicable Law or agreements for Resulting Company ESOPs.

31. LEGAL PROCEEDINGS

- 31.1** Upon the coming into effect of this Scheme, if any Proceedings exist by or against the Demerged Company in relation to the Demerged Undertaking, whether pending on the Effective Date or which may arise or be instituted any time thereafter, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, but the said Proceeding shall be continued, prosecuted and enforced by or against the Resulting Company, as the case may be, after the Effective Date, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Demerged Company as if this Scheme had not been made.
- 31.2** If any Proceeding is commenced against the Demerged Company after the Effective Date in respect of the matters relating to the Demerged Undertaking, the Demerged Company shall defend them at the cost of the Resulting Company, and the Resulting Company shall reimburse and indemnify the Demerged Company against all Liabilities and obligations incurred by the Demerged Company in respect thereof.

31.3 Proceedings initiated by or against the Demerged Company, as applicable, refer to the



above in relation to the Demerged Undertaking shall stand transferred to the name of the Resulting Company on and after the Effective Date and the same shall be continued, prosecuted and enforced by or against the Resulting Company to the exclusion of the Demerged Company. The Demerged Company and the Resulting Company shall make relevant applications in that behalf.

32. CONTRACTS, DEEDS, ETC.

32.1 Upon coming into effect of this Scheme and subject to the other provisions of this Scheme, all IP Rights, Commercial Rights and Documents forming part of the Demerged Undertaking, to which the Demerged Company is a party or to the benefit of which the Demerged Company is eligible and which is subsisting or having effect on the Effective Date, shall without any further act, instrument or deed, continue in full force and effect against or in favour of the Resulting Company 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. It shall not be necessary to obtain the consent of any third party or other person who is a party to any such IP Rights, Commercial Rights and Documents to give effect to the provisions of this Clause 32 of the Scheme.

32.2 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that the vesting of the Demerged Undertaking occurs by virtue of the Scheme itself, the Resulting Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if required under any Applicable Law or at its sole discretion enter into and/ or issue and/ or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations in order to give formal effect to the provisions of this Scheme.

32.3 The Resulting Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Demerged Company and to implement or carry out all formalities required to give effect to the provisions of this Scheme.

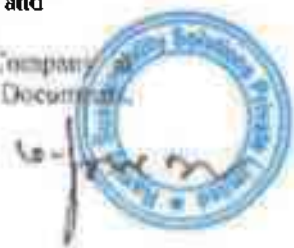
32.4 On and from the Effective Date, and thereafter, the Resulting Company shall be entitled to complete and enforce all Commercial Rights and Documents and transactions and to accept stock returns and issue credit notes in respect of the Demerged Company, in the name of the Demerged Company in so far as may be necessary, in relation to the Demerged Undertaking, until the transfer of rights and obligations of the Demerged Company to the Resulting Company under this Scheme has been given effect to under such Commercial Rights and Documents and such transactions.

32.5 Without prejudice to the aforesaid, it is clarified that if any Assets or any Commercial Rights and Documents or other instruments of whatsoever nature in relation to a Demerged Undertaking which the Demerged Company owns or to which the Demerged Company is a party to, cannot be transferred to the Resulting Company for any reason whatsoever:

(a) the Demerged Company shall hold such Asset or Commercial Rights and Documents in trust for the benefit of the Resulting Company, insofar as it is permissible so to do, till such time as the transfer is effected;

(b) the Demerged Company and the Resulting Company shall, however, between themselves, treat each other as if all Assets relation to the Demerged Undertaking and Commercial Rights and Documents in relation to the Demerged Undertaking had been transferred to the Resulting Company on the Effective Date; and

the Resulting Company shall perform and assist the Demerged Company in performing all of the obligations under the Commercial Rights and Documents.



to be discharged after the Effective Date.

- 32.6** It is clarified that the Demerged Company and the Resulting Company may enter into contracts or arrangements, as may be required to record their understanding in respect of and give effect to the provisions of this Clause 32 or other provisions of this Scheme and such contracts or arrangements shall not be cancelled or rendered inoperative pursuant to Clauses below.
- 32.7** Notwithstanding any such mechanism or arrangement between the Demerged Company and the Resulting Company, the said Companies agree that the Demerged Company shall upon effectiveness of the Scheme, (i) not be responsible for performance of any obligations or for any Demerged Liabilities; and (ii) not be entitled to any rights or to receive any benefits whatsoever in relation to the Demerged Undertaking, the economic, financial, technical and operational responsibility and all related costs and expenses, Liabilities and Taxes in connection with the Demerged Undertaking, shall rest and be borne entirely and exclusively by the Resulting Company after the Effective Date. The Resulting Company shall promptly pay, indemnify and hold harmless the Demerged Company for and from any such costs and expenses, losses, damages, Liabilities and Taxes or requirements under any Commercial Rights and Documents after the Effective Date if arising pursuant to the arrangement between the Demerged Company and the Resulting Company.
- 32.8** On and from the date of effectiveness of this Scheme, Resulting Company shall have access to and benefit of Books and Records forming part of Demerged Undertaking which the Demerged Company has the access to and benefit of.

33. VALIDITY OF EXISTING RESOLUTIONS

Upon the coming into effect of the Scheme, the resolutions, if any, of the Demerged Company relating to the Demerged Undertaking, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Resulting Company.

34. TAXATION MATTERS

- 34.1** The Demerger is a tax-neutral demerger in accordance with Section 2(19AA) of the IT Act and other Applicable Law. With effect from the Appointed Date and upon the Scheme becoming effective, the benefits of any Tax Assets and Credits availed in relation to the Demerged Undertaking and the obligations, if any (including the past period), for payment of Taxes on any Assets of the Demerged Undertaking shall be deemed to have been availed by the Resulting Company, or as the case may be deemed to be the obligation of the Resulting Company.
- 34.2** With effect from the Appointed Date and upon the Scheme becoming effective, all Taxes, receivables/payables by the Demerged Company relating to the Demerged Undertaking including all or any Tax Assets and Credits availed in relation to the Demerged Undertaking /claims/tax losses/unabsorbed depreciation relating thereto shall be treated as the assets/liability or Tax Assets and Credits /claims/tax losses/unabsorbed depreciation, as the case may-be, of the Resulting Company.
- 34.3** The Demerged Company and the Resulting Company are expressly permitted to revise their Tax returns, electronically or physically, after taking credit for taxes paid including TDS certificates/ returns, wealth tax returns, service tax, excise duty, sales tax, value added tax, GST, entry tax, cess, professional tax or any other statutory returns, if required, and be entitled to claim Tax Assets and Credits: credit for advance tax paid, claim for deduction of interest under Section 43B of the Income Tax Act, 1961 on payment basis, claim for deduction of



provisions written back by the Demerged Company pertaining to Demerged Undertaking, previously disallowed in the hands of the Demerged Company under the IT Act, credit of tax under section 115JB read with section 115JAA of the IT Act, credit of foreign tax paid/withheld, if any, pertaining to Demerged Undertaking of the Demerged Company, consequent to implementation of this Scheme and where necessary to give effect to this Scheme, even if the prescribed time limit for filing or revising such returns have lapsed without incurring any liability on account of interest, penalty or any other sum to claim Tax Assets and Credits, on the basis of the accounts of the Demerged Undertaking of the Demerged Company, upon the coming into effect of this Scheme.

34.4 All Tax assessment Proceedings of whatsoever nature by or against the Demerged Undertaking pending at the Appointed Date or arising thereafter until the Effective Date and relating to the Demerged Undertaking shall be continued and/or enforced until the Effective Date as desired by the Resulting Company. 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 Demerged Undertaking. Further, all Tax Proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the demerger of the Demerged Undertaking with the Resulting Company or anything contained in the Scheme.

35. REMAINING BUSINESS OF THE DEMERGED COMPANY

35.1 The Retained Business and all the Assets, Liabilities, Permissions, Commercial Rights and Documents, IP Rights, Tax Assets and Credits, Book and Records, rights and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the Demerged Company, and the Resulting Company shall have no right, claim or obligation in relation to these or the Retained Business of the Demerged Company pursuant to the Demerger.

35.2 All Proceedings by or against the Demerged Company with respect to the Retained Business, under any statute, whether relating to the period prior to or after the Appointed Date and whether pending on the Appointed Date or which may be instituted in future, whether or not in respect of any matter arising before the Appointed Date and relating to the Retained Business of the Demerged Company, (including those relating to any Assets, Liabilities, Permissions, Commercial Rights and Documents, IP Rights, Tax Assets and Credits, Book and Records, right, power, liability, obligation or duty of the Demerged Company in respect of the Retained Business and any income tax related liabilities) shall be continued and enforced by or against the Demerged Company, as applicable.

36. CONSIDERATION

36.1 Upon this Scheme becoming effective and in consideration of transfer and vesting of the Demerged Undertaking in the Resulting Company in terms of this Scheme, the Resulting Company shall, without any further application, act or deed, issue and allot, credited as fully paid-up, to the members of the Demerged Company, whose names appear in the register of member on the Record Date or to such of their respective heirs, executors, administrators or other legal representative or other successors in title as on the Record Date in the following manner:

"For Class A Equity Shareholders of Demerged Company: 89,625 (Eighty-Nine Thousand Six Hundred and Twenty Five) Class A Compulsorily Convertible Preference Shares (Class A CCPS) of Resulting Company of INR 10/- each, fully paid up for every 100 (One Hundred) Class A equity shares of Demerged Company of INR 10/- each, fully paid up/ 2"



For Class B Equity Shareholders of Demerged Company: 89,625 (Eighty-Nine Thousand Six Hundred and Twenty-Five) Class A Compulsorily Convertible Preference Shares (Class A CCPS) of Resulting Company of INR 10/- each, fully paid up for every 100 (One Hundred) Class B equity shares of Demerged Company of INR 10/- each, fully paid up.

For Preference Shareholders of the Demerged Company: 896 (Eight Hundred and Ninety-Six) Class B Compulsorily Convertible Preference Shares (Class B CCPS) of Resulting Company each of INR 10/- each, fully paid up for all the 2,28,563 (Two Lakh Twenty-Eight Thousand Five Hundred and Sixty Three) Optionally Convertible Redeemable Preference Shares of Demerged Company of INR 15/- each fully paid up." ("Share Entitlement Ratio").

- 36.2** The consideration in the form of compulsorily convertible preference shares having terms set out in Schedule IV pursuant to the Clause above shall be issued and allotted to all the members of the Demerged Company, respectively, in demat form i.e. dematerialized shares 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.
- 36.3** In the event of any increase in the issued, subscribed or paid up share capital of the Demerged Company or the Resulting Company (other than any such increase contemplated or specified in this Scheme), issuance of any instruments convertible into equity shares or restructuring of their respective equity share capital including by way of consolidation, share split, issue of bonus shares, or other similar action, that occurs in accordance with Applicable Law before the issuance of compulsorily convertible preference shares to the shareholders of the Demerged Company pursuant to the above, the Share Entitlement Ratio, as applicable, may be appropriately adjusted to take into account the effect of such issuance or corporate actions and assuming conversion of any such issued instruments convertible into equity shares.
- 36.4** The compulsorily convertible preference shares to be issued and allotted by the Resulting Company shall be subject to the provisions of this Scheme, the memorandum and articles of association of the Resulting Company, Applicable Law and shall have the terms set out in **SCHEDULE IV**.
- 36.5** No shares shall be allotted in respect of fractional entitlements by the Resulting Company. In such case, the fractional entitlement shall be rounded off to the next lower integer.
- 36.6** The Boards of the Demerged Company and the Resulting Company, acting with mutual agreement, 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 difficulties faced in the transaction period.
- 36.7** Without prejudice to the generality of Clause above, the Board of the Resulting Company shall, if and to the extent required, apply for and obtain any approvals from concerned Governmental Authority and undertake necessary compliance for the issue and allotment of compulsorily convertible preference shares, pursuant to the Scheme.
- 36.8** The shares to be issued by the Resulting Company, in respect of any compulsorily convertible preference shares of the Demerged Company which are held in abeyance under Applicable Law (including the provisions of Section 126 of the Act) or which the Resulting Company is unable to issue due to non-receipt of relevant approvals or due to Applicable Law or otherwise shall, pending allotment or settlement of dispute by order of NCI T or otherwise, be held in abeyance by the Resulting Company.



- 36.9 Approval of this Scheme by the shareholders of the Resulting Company shall be deemed to be the due compliance of the provisions of Sections 42 and 62 of the Act, and other relevant and applicable provisions of the Act and rules made thereunder for the issue and allotment of the compulsorily convertible preference shares by the Resulting Company to the members of the Demerged Company, pursuant to Clause the above, as on the Appointed Date, as provided in this Scheme and no separate approval from the shareholders to that extent shall be required to be sought for the matters specified in this Scheme.

37. ACCOUNTING TREATMENT IN THE BOOKS OF THE COMPANIES

37.1 In the books of the Demerged Company

Notwithstanding anything else contained in the Scheme, the Demerged Company shall account for the Scheme in its books of accounts in accordance with Appendix A of Indian Accounting Standards (Ind AS) 10 'Distribution of Non-cash Assets to Owners' 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 Demerged Company shall provide the following accounting treatment in its books of accounts:

- (a) Recognise liability for Distribution of Non-Cash Assets to owners as dividend, to the extent of fair value of the Demerged Business with a corresponding debit to the Retained Earning. The liability is subject to review at each reporting date and at the date of settlement, with any changes in the carrying amount of the liability recognised in the Retained Earnings as an adjustment to the amount of distribution;
- (b) Reduce the carrying amount of all assets and liabilities pertaining to the Demerged Business, being transferred to the Resulting Company, from the respective book value of assets and liabilities of the Demerged Company;
- (c) The Demerged Company shall recognise the difference, if any, between the carrying amount of the assets and liabilities distributed and the carrying amount of the liability derecognised in the statement of profit and loss;
- (d) For accounting purpose, the Scheme will be given effect on the date when all substantial conditions for the transfer of Demerged Business are completed; and
- (e) Any matter not dealt with in Clause 37.1 hereinaabove shall be dealt with in accordance with the accounting standards applicable to the Demerged Company.

37.2 In the books of the Resulting Company

With effect from the Effective Date, the Resulting Company shall account for the Scheme in its books of accounts in accordance with Indian Accounting Standards (Ind AS) notified under Section 133 of the Act, under the Companies (Indian Accounting Standard) Rules, 2015, as may be amended from time to time and generally accepted accounting principles in India. Accordingly, the Resulting Company shall provide the following accounting treatment in its books of accounts:

- (a) Record the assets and liabilities of the Demerged Business of the Demerged Company vested in it pursuant to this Scheme at their respective carrying values as appearing in the books of Demerged Company;



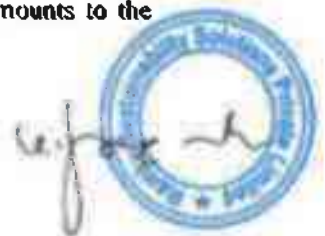
(b) The Resulting Company shall credit to its preference share capital, the aggregate of the face value of preference shares issued and allotted by it pursuant to this Scheme.

Scheme and excess, if any, of the fair value of preference shares issued over face value of preference shares shall be classified as "Securities Premium" under the head "Other Equity";

- (c) The difference between the fair value of the compulsorily convertible preference shares (CCPS) issued by the Resulting Company to the shareholders of the Demerged Company as consideration as per Clause 37 of the Scheme and the book value of the assets and liabilities of Demerged Undertaking received from the Demerged Company will be debited/ credited to equity and classified as "Capital Reserve" under the head "Other Equity";
- (d) In case of any differences in accounting policies between the Demerged Undertaking of the Demerged Company and the Resulting Company, the accounting policies followed by the Resulting Company shall prevail to ensure that the financial statements reflect the financial position based on the consistent accounting policies;
- (e) For accounting purpose, the Scheme will be given effect on the date when all substantial conditions for the transfer of Demerged Business are completed;
- (f) Any matter not dealt with in Clause 37.2 hereinabove shall be dealt with in accordance with the accounting standards applicable to the Resulting Company;
- (g) Post giving effect to the Demerger as per Clause 37.2 above, the debit balance of capital reserve, if any, under the head "Other equity" arising in terms of Clause 37.2 (c) above, shall be adjusted against the corresponding credit balance of securities premium account arising in terms of Clause 37.2 (b), in the books of Resulting Company; and
- (h) The Resulting Company will pass appropriate adjustment entries in a prudent and commercially acceptable manner.

38. WRONG POCKET ASSETS

- 38.1 If any part of any the Demerged Undertaking is not transferred to the Resulting Company on the Effective Date pursuant to the Demerger, the Demerged Company, shall take such actions as may be reasonably required to ensure that such part of the Demerged Undertaking is transferred to the Resulting Company promptly and for no further consideration.
- 38.2 No part of the Retained Business shall be transferred to the Resulting Company pursuant to the Demerger. If any part of the Retained Business is inadvertently held by the Resulting Company after the Effective Date, the Resulting Company shall take such actions as may be reasonably required to ensure that such part of the Retained Business is transferred back to the Demerged Company, promptly and for no consideration.
- 38.3 If the Demerged Company realizes any amounts after the Effective Date that form part of the Demerged Undertaking, it shall make payment of such amounts to the Resulting Company net of expenses. It is clarified that all receivables relating to the Demerged Undertaking, relating to the period prior to the Effective Date, but received after the Effective Date, shall be paid to the Resulting Company for no additional consideration. If the Resulting Company realizes any amounts after the Effective Date that pertains to the Retained Business, the Resulting Company shall immediately pay such amounts to the Demerged Company net of and expenses.



38.4 If any payables (from before the Effective Date) of the Demerged Undertaking are sought to be recovered from the Demerged Company then the Resulting Company shall pay such payables off and shall otherwise hold the Demerged Company harmless against all such claims. If any payables (from before the Effective Date) of the Retained Business are sought to be recovered from the Resulting Company then the Demerged Company shall pay such payables off and shall otherwise hold the Resulting Company harmless against all such claims.

38.5 Each Company shall bear its own respective costs in giving effect to this Clause 38.



PART D - GENERAL TERMS AND CONDITIONS

The provisions of this Part D shall be applicable to both the Amalgamation pursuant to Part B and Demerger pursuant to Part C hereof.

39. INCREASE OF AUTHORISED SHARE CAPITAL OF THE AMALGAMATED COMPANY

39.1 As an integral part of the Scheme, and, upon this Scheme becoming effective, the authorised share capital of the Amalgamating Company shall stand transferred to and combined with the authorised share capital of the Amalgamated Company. The authorized share capital of the Amalgamated Company will automatically stand increased to INR 2,11,25,00,000 (Two Hundred and Eleven Crores Twenty Five Lakhs only) by filing the requisite forms with the Governmental Authority and no separate procedure or instrument or deed shall be required to be executed and/ or process shall be required to be followed under the Act. The filing fees and stamp duty already paid by the Amalgamating Company on its authorised share capital shall be deemed to have been so paid by the Amalgamated Company on the combined authorised share capital and accordingly the Amalgamated Company shall not be required to pay any fees/stamp duty on the authorised share capital so increased.

39.2 Consequently, Clause V of the memorandum of association of the Amalgamated Company shall without any act, instrument or deed be and stand altered, modified and amended pursuant to Sections 13 and 61 of the Act and other applicable provisions of the Act, as the case may be, and be replaced by the following Clause:

"V. The authorised share capital of the Company is Rs. 2,11,25,00,000/- (Rupees Two Hundred and Eleven Crores Twenty Five Lakhs only) divided into: (A) 20,75,22,450 (Twenty Crore Seventy Five Lakh Twenty Two Thousand Four Hundred and Fifty) equity shares ("the Class A Equity Shares") of par value Rs. 10/- (Rupees Ten only); (B) 100 (one hundred) equity shares with the differential voting rights specified in Schedule A of this Memorandum of Association ("the Class B Equity Shares") of par value Rs. 10/- (Rupees Ten only) each; (C) 1,00,000 (one hundred thousand) cumulative compulsorily convertible preference shares (convertible into fully paid up Class A Equity Shares referred to in (A) above in accordance with, and having rights specified in Part A of Schedule B of this Memorandum of Association) ("the Class A Preference Shares") of par value Rs. 10/- (Rupees ten only) each; (D) 13,44,000 (one million three hundred and forty four thousand) Optionally Convertible Redeemable Preference Shares of par value Rs. 15/- (Rupees Fifteen only) each; and (E) 71,145 (seventy one thousand one hundred and forty five) redeemable preference shares of par value Rs. 100/- (Rupees one hundred only) each, with the power to increase and reduce the capital of the Company or to divide the shares in the capital for the time being into several classes and to attach thereto respectively any preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be for the time provided by the Articles of the Company and the legislative provisions for the time being in force."

39.3 Pursuant to this Scheme, the Amalgamated Company shall file the requisite forms with the jurisdictional Registrar of Companies for alteration of its authorized share capital and amendment of its memorandum of association.

39.4 Under the accepted principle of single window clearance, it is hereby provided that the amendments pursuant to this Clause 39 shall become operative on the Scheme becoming effective by virtue of the fact that the shareholders of the Amalgamated Company, who approving the Scheme as a whole, have approved and recorded the relevant documents



required under the Act for amendment of the memorandum of association of the Amalgamated Company and shall not be required to pass separate resolutions under the applicable provisions of the Act.

39.5 It is hereby clarified that the consent of the shareholders of the Companies to the Scheme shall be deemed to be their consent/ approval also to the consequential alteration of their respective articles of association, memorandum of association and the Companies shall not be required to seek separate consent/ approval of their shareholders for such alteration as required under Sections 13 and Section 61 of the Act or any other applicable provisions of the Act.

40. APPLICATION TO NCLT

40.1 The Companies shall simultaneously make all necessary applications and petitions to the jurisdictional NCLTs for sanctioning this Scheme under Sections 230 to 232 of the Act and other applicable provisions of the Act, and obtaining such other approvals, as required under Applicable Law.

40.2 The Companies shall be entitled, pending the effectiveness of the Scheme, to apply to any Governmental Authority or other persons, if required, under any Applicable Law for such consents and approvals, as agreed between the Companies, which the Companies may require to effect the transactions contemplated under the Scheme, subject to the terms as may be mutually agreed between the Companies.

41. MODIFICATION OR AMENDMENTS TO THE SCHEME

41.1 The Companies (acting through their Board) may, in their full and absolute discretion, jointly and as mutually agreed in writing, modify, vary or withdraw this Scheme at an time prior to the Effective Date in any manner (including pursuant to any direction by any Governmental Authority), provided that any modification or variation after receipt of the sanction by the NCLT shall be made with the prior approval of the NCLT and/ or any other appropriate Governmental Authority, if such approval is required to be sought in accordance with Applicable Law.

41.2 Each of the Companies agree that if, at any time, either of the NCLT or any Governmental Authority directs or requires any modification or amendment of the Scheme, such modification or amendment shall not, to the extent it adversely affects the interests of any of the Companies, be binding on each of the Companies, as the case may be, except where the prior written consent of the affected party, as the case may be, has been obtained for such modification or amendment.

41.3 The Companies through mutual consent and acting through their respective Boards, jointly and as mutually agreed in writing may:

- (a) give such directions (acting jointly) and agree to take steps, as may be necessary, desirable or proper, to resolve all doubts, difficulties or questions arising under this Scheme, whether by reason of any orders of NCLT or of any directive or orders of any Governmental Authority, under or by virtue of this Scheme in relation to the arrangement contemplated in this Scheme and/ or matters concerning or connected therewith or in regard to and of the meaning or interpretation of this Scheme or implementation thereof or in any manner whatsoever connected therewith, or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any of those to the extent permissible under Applicable Law; and/or



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

41.4 In case of any question that may arise as to whether any particular employee, Assets, Liabilities, Permissions, Commercial Rights and Documents, IP Rights, Tax Assets and Credits, Book and Records, Proceedings, rights and obligations pertain or do not pertain to the Demerged Undertaking, the same shall be decided by mutual agreement between the Board of the Demerged Company and the Resulting Company.

41.5 If any of the terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of Section 2(1B) or Sections 2(19AA), 2(19AAA) read with Section 2(41A) of the IT Act with respect to the Amalgamation or the Demerger, respectively, at a later date, including as a result of any amendment of law or for any other reason whatsoever, the provisions of Section 2(1B) and Sections 2(19AA), 2(19AAA) read with section 2(41A) of the IT Act, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) and Sections 2(19AA), 2(19AAA) read with section 2(41A) of the IT Act. Such modifications shall however not affect the other parts of the Scheme.

42. DIVIDENDS

42.1 The Companies shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period prior to the Effective Date. Any distribution of dividend or other distribution of capital or income by the Companies shall be consistent with the past practice of such Company.

42.2 Prior to the effectiveness of the Scheme, the holders of the shares of each of the Companies shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective articles of association including the right to receive dividends.

42.3 It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any shareholder of the Companies to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Board of the Companies, and subject to the approval, if required, of the respective shareholders of such of the Companies.

43. CONDITIONALITY OF THE SCHEME

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

(a) the fulfilment, satisfaction or waiver (as the case may be) of any approvals or consents from third parties, as may be mutually agreed by the Companies as being required for completion of the transactions contemplated under this Scheme;

(b) the Scheme being approved by the requisite majority of each class of members and/or creditors (where applicable) of the Companies in accordance with the Act and as may be directed by the NCLT;

(c) the Scheme being sanctioned by the NCLT(s) in terms of Section 230 to Section 232 and other relevant provisions of the Act on terms acceptable to the Companies; and

(d) the certified copies of the sanction order of the NCLT(s) approving this Scheme being filed with the relevant RoCs in accordance with the provisions over the Companies.



43.2 Upon fulfillment of the conditions specified herein, the Companies shall mutually acknowledge in writing that all the conditions specified above have been fulfilled and/or waived.

43.3 Upon the sanction of the Scheme and upon the Scheme becoming effective pursuant to this Clause 43, the Amalgamation shall take effect and subsequently the Demerger shall be made effective.

44. RESIDUAL PROVISIONS

44.1 The Companies shall be entitled to file/ revise their respective income tax returns, financial statements, TDS certificates, TDS returns, wealth tax returns and other statutory Tax returns, if required, and shall have the right to claim Tax Assets and Credits, if any, as may be required consequent to implementation of this Scheme.

44.2 Upon this Scheme becoming effective, the accounts of the Companies, as on the Appointed Date shall be reconstructed, as may be required, in accordance with the terms of this Scheme.

44.3 Except as specifically provided otherwise, the provisions of this Scheme shall operate notwithstanding anything to the contrary contained in any instrument, deed or contract, all of which shall be deemed to have been modified and/ or superseded by the provisions of the Scheme.

45. CONDUCT OF BUSINESS

45.1 Until any Assets, Liabilities, Permissions, Commercial Rights and Documents, IP Rights, Tax Assets and Credits, Book and Records, Proceedings, obligations, rights and benefits arising therefrom are transferred, vested, recorded, effected and/or perfected, in the records of any Governmental Authority, regulatory body or otherwise, (a) from the Amalgamating Company in favour of Amalgamated Company for purposes of the Amalgamation; and/or (b) from the Demerged Company in favour of the Resulting Company for purposes of the Demerger, the Amalgamated Company and/or Resulting Company (as the case may be) are deemed to be authorized to enjoy rights and benefits associated with such Assets, Liabilities, Permissions, Commercial Rights and Documents, IP Rights, Tax Assets and Credits, Book and Records, Proceedings, obligations, rights and benefits as if it were the owner thereof. It is clarified that till entry is made in the records of the relevant Governmental Authority and till such time as may be mutually agreed by the Companies, the Amalgamating Company and/or Demerged Company (as applicable for the Amalgamation or the Demerger) will continue to hold these in trust on behalf of the Amalgamated Company and/or Resulting Company (as required for the Amalgamation or the Demerger).

45.2 For purposes of the Amalgamation and/or the Demerger the Companies shall, however, among themselves, treat each other as if all Assets, Liabilities, Permissions, Commercial Rights and Documents, IP Rights, Tax Assets and Credits, Book and Records, Proceedings, obligations, rights and benefits (a) of the Amalgamating Company for purposes of the Amalgamation and (b) in relation to the Demerged Undertaking for purposes of the Demerger, had been transferred to the Amalgamated Company/Resulting Company (as applicable) on the effectiveness of this Scheme with deemed effect from the Appointed Date, together with the economic benefits and burdens thereof as of and from the Appointed Date.

45.3 Pending the transfer of the Assets, Liabilities, Permissions, Commercial Rights and Documents, IP Rights, Tax Assets and Credits, Book and Records, Proceedings,



obligations, rights and benefits pursuant to the Amalgamation and/or the Demerger the Companies will render such assistance to each other as their respective Boards may mutually agree to ensure that obligations pertaining to the foregoing are duly and timely performed. The Companies shall assist each other in performing all of the acts as described above until the transfer to the Amalgamated Company/Resulting Company as applicable. In order to support each other to comply with aforesaid provisions, the Companies may enter into any such agreement as the Boards of the respective Companies may determine.

- 45.4** For purposes of the Amalgamation and/or the Demerger (as applicable), all profits and income accruing or arising to the Amalgamating Company and to the Demerged Company (for purposes of the Demerger, those pertaining to Demerged Undertaking in both cases), and losses and expenditure arising or incurred (including Taxes, if any, accruing or paid in relation to any profits or income) by Amalgamating Company and the Demerged Company (for purposes of the Demerger, those pertaining to Demerged Undertaking in both cases) for the period commencing from the Appointed Date shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure (including Taxes), as the case may be, of the Amalgamated Company/Resulting Company (as required for Amalgamation or Demerger).

46. COMPOSITE SCHEME AS AN INTEGRAL WHOLE AND SEVERABILITY

Each provision contained in this composite Scheme are inextricably inter-linked with its other provisions and the Scheme constitutes an integral whole. Unless all Companies agree otherwise in writing, the Scheme would be given effect to only if the Scheme is approved in its entirety and are given effect to in accordance with the terms of the Scheme.

47. COSTS, CHARGES & EXPENSES

Subject to the provisions of this Scheme, the costs, charges and expenses, in relation to or in connection with or incidental to the Scheme in respect of each Company shall be borne by the respective Companies unless otherwise mutually agreed between the Companies.



SCHEDULE I – DEMERGED SUBSIDIARIES

1. Chennai Enviro Solutions Private Limited
2. Chennai MSW Private Limited
3. Dehradun Waste Management Private Limited
4. Delhi MSW Solutions Limited
5. Dhanbad Integrated MSW Limited
6. Hyderabad Integrated MSW Limited
7. IP MSW Solution Private Limited
8. Katni MSW Management Private Limited
9. Saagar MSW Solutions Private Limited
10. Re Sustainability Urban Solutions Private Limited
11. Dhanbad Integrated Waste 2 Energy Private Limited
12. Dundigal Waste 2 Energy Private Limited
13. Hyderabad MSW Energy Solutions Private Limited
14. Rewa MSW Energy Solutions Private Limited
15. Rewa MSW Holding Limited
16. Rewa MSW Management Solutions Limited
17. Rewa Waste 2 Energy Project Limited
18. Hyderabad RDF WTE Private Limited
19. Sapta Investments Pte Ltd
20. Chhattisgarh Energy Consortium (India) Private Limited
21. Ramky Tanzania Limited
22. Ramky Al-Turki Environmental Services LLC
23. Farz LLC
24. Al Ahlia Waste Treatment LLC
25. Al Ahlia Environmental Services Co LLC
26. Imdaad Al Batinah Environmental Services LLC
27. Ramky CleanTech Environmental Services Sole Proprietorship LLC

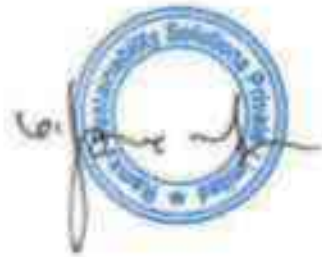


- 28. Re Sustainability Environmental Services LLC (One Person)
- 29. Oman Maritime Waste Treatment LLC
- 30. Re Sustainability Middle East FZ-LLC



SCHEDULE II - DEMERGED UNDERTAKING PROPERTIES

1. Survey. No. 198, 202 to 206, 208 to 210, and 214, Anupinakatte (V), Puradal Road, Shimoga – 577204
2. Survey No. 19, 40/1/2 B, 42, Near RK Agro, Tumuri Village, Vengurla Road, Belgaum – 591128



SCHEDULE III - BANK ACCOUNTS

Account Number	Name Of Bank/ Financial Institution	IFSC Code	Site	Type of Account	Purpose of Account
910020034114575	AXIS BANK LTD	UTIB0000138	Belgaum	Escrow Account	Closure & Post Closure Monitoring Purpose
138010200009270	AXIS BANK LTD	UTIB0000138	Belgaum	Current Account	Withdrawal
911020053628017	AXIS BANK LTD	UTIB0000008	H.O.	Current Account	H.O.
008010200069433	AXIS BANK LTD	UTIB0000008	Kolhapur	Current Account	Withdrawal
910020007010682	AXIS BANK LTD	UTIB0000016	Koyambedu	Current Account	Withdrawal
909020044343491	AXIS BANK LTD	UTIB0000223	MCGM	Current Account	Deposit
916020045989025	AXIS BANK LTD	UTIB0000008	Newtown Kolkata	Current Account	Withdrawal
910020015388390	AXIS BANK LTD	UTIB0000138	Shimoga	Current Account	Deposit
912020010337642	AXIS BANK LTD	UTIB0001013	Srinagar	Current Account	Withdrawal
40659536964	STATE BANK OF INDIA	SBIN0005536	Belgaum	Escrow Account	Closure & Post Closure Monitoring Purpose



SCHEDULE IV

TERMS OF COMPULSORILY CONVERTIBLE PREFERENCE SHARES OF THE RESULTING COMPANY

PART A

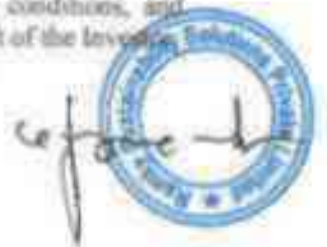
TERMS AND CONDITIONS OF CLASS A CCPS

The Class A CCPS shall have the following characteristics, which are in addition to, and without prejudice to, the other rights of the Investor as may be mutually agreed between the Investor and the Company and/or the other Shareholders.

1. **Face Value:** INR 10/- (Rupees ten only) each.
2. **Dividends:** Each Class A CCPS shall entitle the holder thereof to receive out of funds legally available for distribution as dividend in preference to the Equity Shareholders of the Company non-cumulative cash dividends at the rate of 0.001% (zero point zero zero one percent) *per annum* of the face value of each Class A CCPS.
3. **Non-Participating:** The Class A CCPS shall be non-participating i.e. their holder(s) shall not participate pro-rata in distributions to the Equity Shareholders.
4. **Conversion Terms:**
 - 4.1 All Class A CCPS shall convert into Equity Shares on the earlier of: (A) the day immediately following the expiry of 19 (nineteen) years and 11 (eleven) months from the date of their issuance, or (B) immediately prior to the closing of any sale of the Class A CCPS as may be contemplated in any agreement *inter alia* between the Company and the relevant Class A CCPS holder, or (C) such earlier date as the Company and the holder of each Class A CCPS may mutually agree in writing with the Company. On the date of conversion, the Company shall issue Equity Shares in respect of the Class A CCPS to be converted and shall ensure that all necessary corporate actions are taken on or before such date.
 - 4.2 Each Class A CCPS shall convert into Equity Share(s) of the Company at an initial conversion ratio of 1:1 ("Conversion Ratio"). The Conversion Ratio shall be continuously adjusted until the date of conversion for all bonus issues, stock splits, consolidations or such other similar events or corporate actions.
5. **Status of Converted Shares:**

The Company covenants that: (i) it shall reserve and maintain adequate authorized equity share capital from time to time which is sufficient to effect conversion of all Class A CCPS; (ii) all Equity Shares to be issued upon the conversion of any Class A CCPS shall, upon issuance and delivery, be duly and validly issued, fully paid and free from all Encumbrances, and all pre-emptive rights of all other Persons with respect to the such issuances, shall be waived; (iii) all Equity Shares to be issued upon the conversion shall be freely transferable subject only to restrictions in this Agreement; (iv) it shall take all such actions necessary to provide for the issuance of the Equity Shares upon conversion of any Class A CCPS in accordance with Applicable Law and this Agreement.

6. **Amendment/ Variation:** Any amendment or variation to the terms, conditions, and characteristics of the Class A CCPS shall require the prior written consent of the Investor.



7. **Voting Rights:** The Class A CCPS shall not carry any voting rights at any shareholders meeting except at a class meeting convened or required to be convened of the holders of Class A CCPS in which case the Class A CCPS shall each entitle their holders to vote in proportion to the amount paid up on the Class A CCPS relative to the amount paid up on all Class A CCPS.

PART B

TERMS AND CONDITIONS OF CLASS B CCPS

The Class B CCPS shall have the following characteristics, which are in addition to, and without prejudice to, the other rights of the Investor as may be mutually agreed between the Investor and the Company and/or the other Shareholders.

1. **Face Value:** INR 10/- (Rupees ten only) each.
2. **Dividends:** Each Class B CCPS shall entitle the holder thereof to receive out of funds legally available for distribution as dividend in preference to the Equity Shareholders of the Company non-cumulative cash dividends at the rate of 0.001% (zero point zero zero one percent) *per annum* of the face value of each Class B CCPS.
3. **Non-Participating:** The Class B CCPS shall be non-participating i.e. their holder(s) shall not participate pro-rata in distributions to the Equity Shareholders.
4. **Conversion Terms:**
 - 4.1 All Class B CCPS shall convert into Equity Shares on the earlier of: (A) the day immediately following the expiry of 19 (nineteen) years and 11 (eleven) months from the date of their issuance, or (B) immediately prior to the closing of any sale of the Class B CCPS as may be contemplated in any agreement *inter alia* between the Company and the Class B CCPS holder, or (C) such earlier date as the Company and the holder of the Class B CCPS may mutually agree in writing. On the date of conversion, the Company shall issue Equity Shares in respect of the Class B CCPS to be converted and shall ensure that all necessary corporate actions are taken on or before such date.
 - 4.2 Each Class B CCPS shall convert into Equity Share(s) of the Company at an initial conversion ratio of 1:1 ("Conversion Ratio"). The Conversion Ratio shall be continuously adjusted until the date of conversion for all bonus issues, stock splits, consolidations or such other similar events or corporate actions.
5. **Status of Converted Shares:**

The Company covenants that: (i) it shall reserve and maintain adequate authorized equity share capital from time to time which is sufficient to effect conversion of all Class B CCPS; (ii) all Equity Shares to be issued upon the conversion of any Class B CCPS shall, upon issuance and delivery, be duly and validly issued, fully paid and free from all Encumbrances, and all pre-emptive rights of all other Persons with respect to the such issuances, shall be waived; (iii) all Equity Shares to be issued upon the conversion shall be freely transferable subject only to restrictions in this Agreement; (iv) it shall take all such actions necessary to provide for the issuance of the Equity Shares upon conversion of any Class B CCPS in accordance with Applicable Law and this Agreement.

6. **Amendment/ Variation:** Any amendment or variation to the terms, conditions, and characteristics of the Class B CCPS shall require the prior written consent of the Investor.



7. **Voting Rights:** The Class B CCPS shall not carry any voting rights at any shareholders meeting except at a class meeting convened or required to be convened of the holders of Class B CCPS in which case the holder(s) of the Class B CCPS shall be entitled to vote in proportion to the amount paid up on the Class B CCPS relative to the amount paid up on all Class B CCPS.



ANNEXURE 2

 **KATLA & ASSOCIATES**

Chartered Accountants, Registered Valuers & Social Auditors

101, First floor Fortune Plaza, Friends Colony, Manikonda, Hyderabad- 500089

Call Us: Mobile 9177407375, Email: Katlaandassociates@gmail.com

**REPORT ON RECOMMENDATION OF SHARE EXCHANGE RATIO FOR
THE PROPOSED AMALGAMATION OF MUMBAI WASTE
MANAGEMENT LIMITED ('MWML') WITH RE SUSTAINABILITY
LIMITED ('RESL')**

AND

**REPORT ON RECOMMENDATION OF SHARE ENTITLEMENT RATIO
FOR THE PROPOSED DEMERGER OF DEMERGED BUSINESSES OF RE
SUSTAINABILITY LIMITED ('RESL') INTO RAMKY SUSTAINABILITY
SOLUTIONS PRIVATE LIMITED ('RSSPL')**

By



**CA Santhosh Kumar Katla, Registered Valuer
(IBBI Regn. No. Reg. No. IBBI/RV/06/2022/14859)**

Recommendation of share exchange ratio for the proposed amalgamation and share entitlement ratio for the proposed demerger

To,
Board of Directors,
Re Sustainability Limited,
Level 11B, Aurobindo Galaxy,
Hyderabad Knowledge City,
HITECH City Road, Hyderabad TG 500081.

To,
Board of Directors,
Mumbai Waste Management Limited
Level 11B, Aurobindo Galaxy,
Hyderabad Knowledge City,
HITECH City Road, Hyderabad TG 500081.

To,
Board of Directors,
Ramky Sustainability Solutions Private Limited
15 Floor, Ramky Grandios, Opp. Aphb Anjaiah
Nagar, Gachibowli, Seri Lingampally
K.V.Rangareddy, Telangana – 500032

Subject:

Part A: Report on recommendation of share exchange ratio for the proposed amalgamation of Mumbai Waste Management Limited ('MWML') with Re Sustainability Limited ('RESL'); and

Part B: Report on recommendation of share entitlement ratio for the proposed demerger of 'Demerged Business' of Re Sustainability Limited ('RESL') into Ramky Sustainability Solutions Private Limited ('RSSPL')

Dear Sir/Madam,

We refer to the engagement letter dated September 01, 2023 and discussion with the Management of Re Sustainability Limited ('RESL' or 'Demerged Company' or 'Amalgamated Company'), Mumbai Waste Management Limited ('MWML' or 'Amalgamating Company') and Ramky Sustainability Solutions Private Limited ('RSSPL' or 'Resulting Company'), wherein the Management of RESL, MWML and RSSPL has requested Santhosh Kumar, ("Registered Valuer" or "me"), for carrying out valuation exercise and submit valuation report recommending:

- a. fair share exchange ratio for the proposed amalgamation of Mumbai Waste Management Limited ('MWML' or 'Amalgamating Company') with Re Sustainability Limited ('RESL' or 'Amalgamated Company'); and
- b. fair share entitlement ratio for the proposed demerger of 'Demerged Business' of Re Sustainability Limited ('RESL' or 'Demerged Company') into Ramky Sustainability Solutions Private Limited ('RSSPL' or 'Resulting Company').



Recommendation of share exchange ratio for the proposed amalgamation and share entitlement ratio for the proposed demerger

Hereinafter the aforesaid proposed transaction referred to in Step a. shall be referred to as the 'proposed amalgamation' and the transaction referred to in Step b. shall be referred to as the 'proposed demerger'; the Management including the Board of Directors of RESL, MWML and RSSPL shall together be referred to as 'the Management'; and Amalgamating Company, Amalgamated Company/Demerger Company and Resulting Company shall together be referred to as 'Transacting Companies'.

In this valuation report, we have summarized the value of Demerged Business and Resulting Company as at valuation date, together with the description of methodologies used and limitation on our Scope of work.

Our Analysis and report are in conformity with the "ICAI Valuation Standards" issued by the Institute of Chartered Accountants of India (hereinafter referred to as 'IVS'). Our Valuation is subject to the scope, assumptions, limitations and disclaimers detailed herein. As such the report has to be read in totality and not in parts. The valuation report is in relation to the information provided by the client.

We appreciate the co-operation received by us from your executives during this assignment.

Yours faithfully
For and on behalf of
Katla & Associates



Santhosh Kumar Katla
Chartered Accountant & Registered Valuer
ICAI Membership No.243893
Firm Reg.No.020835S
UDIN: 23243893BGUVHB6115
Date: September 30, 2023

CONTENTS

- I. BACKGROUND OF TRANSACTING COMPANIES
- II. APPOINTING AUTHORITY, APPOINTED DATE, VALUATION DATE & REPORT DATE
- III. DISCLOSURE OF VALUER INTEREST AND IDENTITY OF VALUER
- IV. INFORMATION RELIED UPON BY US
- V. PROCEDURES ADOPTED
- VI. SECURITY AND FINANCIAL OVERVIEW
- VII. INTENDED USERS OF THE VALUATION AND RESTRICTION ON THE USE OF REPORT
- VIII. VALUATION METHODOLOGIES
- IX. APPROACHES OF VALUATION
- X. RECOMMENDATION OF FAIR SHARE EXCHANGE RATIO AND SHARE ENTITLEMENT RATIO FOR THE PROPOSED AMALGAMATION AND DEMERGER
- XI. VALUATION OF DEMERGED BUSINESS AND RESULTING COMPANY
- XII. DISCLAIMER
- XIII. ACKNOWLEDGEMENT
- XIV. ANNEXURE



I. BACKGROUND OF TRANSACTING COMPANIES

Re Sustainability Limited ('RESL' or 'Demerged Company' or 'Amalgamated Company') (formerly known as Ramky Enviro Engineers Limited) was incorporated on 28 November 1994 and is engaged in the business of providing integrated waste management solutions for industrial waste, municipal waste, biomedical waste, electronic waste and other incidental services. Further Demerged Company is also engaged in the business of integrated environment services, Consultancy and Research & Development services and generating electricity from solid waste.

Mumbai Waste Management Limited ('MWML' or 'Amalgamating Company') was incorporated on 20 September 2001 and is engaged in the business of Integrated waste management solutions for industrial waste and bio medical waste. The range of services includes collection, transportation, storage and disposal of industrial and medical waste. Re Sustainability Limited and Re Sustainability Industrial Solutions Private Limited (hereinafter together referred to as RESL and RSISPL) hold 74% and 26% equity stake respectively in MWML. RSISPL is a wholly owned subsidiary of RESL, hence MWML is effectively the wholly owned subsidiary of RESL.

Ramky Sustainability Solutions Private Limited ('RSSPL' or 'Resulting Company') was incorporated on 16 August 2023 with an objective to engage in the business of developing and implementing scientifically managed integrated municipal solid waste management system, waste to energy (WTE) solutions, construction and destruction debris services, biomedical waste services and other waste management, collection and disposal related services in India or worldwide.

The demerged business of RESL agreed to be transferred by way of demerger (hereinafter referred to as 'Demerged Business') would comprise of the following:

- a) **Municipal solid waste business ("MSW Business"):** is engaged in the business of sorting, segregating, undertaking material recovery, collection, storage, shredding, baling, crushing, loading, unloading transporting, processing and disposing of solid waste as an operator of a facility in terms of the Solid Waste Management Rules, 2016, issued under the Environment (Protection) Act, 1986.
- b) **Waste to energy business ("WTE Business"):** involves business of generating electricity from municipal solid waste. It includes developing and operating waste processing units with a combination of technologies / systems including Material Recycling Facility (MRF), Compositing and Refuse Derived Fuel (RDF), Waste to Energy Power Plant as well as new processing technologies which would maximize waste recycling / treatment.



Recommendation of share exchange ratio for the proposed amalgamation and share entitlement ratio for the proposed demerger

- c) **Middle East Business (hereinafter together referred to as “ME Business”)**: includes all businesses of the subsidiaries, Joint ventures and Associates of the Demerged Company in Oman, Saudi Arabia and United Arab Emirates. It is engaged in executing Engineering, Procurement and Construction (EPC) and Operation and Maintenance (O&M) of the waste management projects in the middle east countries.

II. APPOINTING AUTHORITY, APPOINTED DATE, VALUATION DATE & REPORT DATE

The Management of The company, appointed on September 01 2023, Santhosh Kumar Katla, RV registered under Section 247 of Companies Act (“Valuer”), having Registration No. IBBI/RV/06/2022/14859, to determine the EXCHANGE/ ENTITLEMENT Ratio for the proposed Amalgamation/ Demerger. The date of valuation is considered as on 30.09.2023. The valuation report is issued on September 30 2023.

III. DISCLOSURE OF VALUER INTEREST AND IDENTITY OF VALUER

I have no present or prospective contemplated financial interest in **Mumbai Waste Management Limited (‘MWML’)**, **Re Sustainability Limited (‘RESL’)**; and **Ramky Sustainability Solutions Private Limited (‘RSSPL’)**. Further I have no personal interest with respect to the Promoters & Board of Directors of **Mumbai Waste Management Limited (‘MWML’)**, **Re Sustainability Limited (‘RESL’)**; and **Ramky Sustainability Solutions Private Limited (‘RSSPL’)**. I have no bias/prejudice with respect to any matter that is the subject of the valuation report or to the parties involved with this engagement. My professional fees for this valuation are based upon my normal billing rates and not contingent upon the results or the value of the business or in any other manner.

Identity of the Registered Valuer:

Santhosh Kumar Katla is a Registered Valuer as required under The Companies (Registered Valuers & Valuation) Rules, 2017.

IV. INFORMATION RELIED UPON BY US

The valuation exercise was undertaken on the basis of the following information relating to the Transacting Companies, furnished to us by the Management of the Transacting Companies and information available in the public domain:

- (a) Latest shareholding pattern of the Transacting Companies;
- (b) Audited financial statements of RESL for the financial year ended 31 March 2023 (‘FY23’) and 31 March 2022 (‘FY22’);
- (c) Consolidated provisional financial statements of Demerged Business (i.e. MSW, WTE and Middle East Business) for the financial year ended March 31 2023;



Recommendation of share exchange ratio for the proposed amalgamation and share entitlement ratio for the proposed demerger

- (d) Consolidated financial projections of Demerged Businesses for the explicit period from FY 2023-24 to FY 2031-32 as prepared and certified by the Management;
- (e) Draft composite scheme of arrangement pursuant to which proposed amalgamation and proposed demerger is to be undertaken between the Transacting Companies;
- (f) Terms of Class A and Class B 0.001% Compulsorily Convertible Preference Shares ('CCPS') proposed to be issued by RSSPL as a consideration for proposed demerger;
- (g) Discussions with the Management to understand the perception of the historical and expected future performance, macro-economic parameters and key value drivers of the Companies; and
- (h) Information available from the public domains like bond yields, market return etc.

Besides the above listing, there may be other information provided by the client which may not be perused by me in any detail, if not considered relevant for my defined purpose.

Discussion (in person/call) with the Management of Transacting Companies to understand the business and fundamental factors that affect its earning- generating capacity including strengths, weaknesses, opportunities and threats analysis and historical financial performance. During the discussions with the Management, I have also obtained explanations and information considered reasonably necessary for this exercise.

V. PROCEDURES ADOPTED

Following are the procedures used in our valuation analysis:

- a) Reviewed the latest shareholding pattern of the Transacting Companies;
- b) Reviewed the audited financial statements of RESL for the financial year ended 31 March 2023 ('FY23') and 31 March 2022 ('FY22');
- c) Reviewed the consolidated provisional financial statements of Demerged Business (i.e. MSW, WTE and Middle East Business) for the financial year period ended March 31 2023;
- d) Reviewed the consolidated financial projections of Demerged Businesses for the explicit period from FY 2023-24 to FY 2031-32 as prepared and certified by the Management;
- e) Reviewed the draft composite scheme of arrangement pursuant to which proposed amalgamation and proposed demerger is to be undertaken;



Recommendation of share exchange ratio for the proposed amalgamation and share entitlement ratio for the proposed demerger

- f) Reviewed the terms of Class A and Class B 0.001% Compulsorily Convertible Preference Shares ('CCPS') proposed to be issued by RSSPL as a consideration for proposed demerger;
- g) User data available in the public domain related to the Transacting Companies;
- h) Selection of valuation approach and valuation methodology/ (ies), in accordance with IVS, as considered appropriate and relevant by us; and
- i) Arrived at the final share exchange ratio and share entitlement ratio for the proposed amalgamation and proposed demerger respectively;

VI. SECURITY AND FINANCIAL OVERVIEW

Re Sustainability Limited ('RESL' or 'Demerged Company' or 'Amalgamated Company') (formerly known as Ramky Enviro Engineers Limited) is engaged in the business of providing integrated waste management solutions for industrial waste, municipal waste, biomedical waste, electronic waste and other incidental services.

RESL has issued a mix of Class A and Class B equity shares. Share holding pattern both the class of shares as the report date is set out below:

Name of the shareholders	Number of shares (Face Value of INR 10 each)	Percentage (%)
Class A shares		
A Ishaan	14,24,851	33.7%
Metropolis Investments Holdings PTE Limited	25,37,705	60.0%
Others	2,67,019	6.3%
Total	42,29,575	100.0%

Name of the shareholders	Number of shares (Face Value of INR 10 each)	Percentage (%)
Class B shares		
Metropolis Investments Holdings PTE Limited	100	100.0%
Total	100	100.0%

Basis our discussion with the Management we understand that Class A and Class B equity shareholders have similar rights and economic interest in RESL.

In addition to equity shares RESL has also issued Optionally Convertible Redeemable Preference Shares ('OCRPS'). Key terms and shareholding pattern for OCRPS of is set out below:



Recommendation of share exchange ratio for the proposed amalgamation and share entitlement ratio for the proposed demerger

Shareholding pattern for OCRPS:

Name of the shareholders	Number of shares	Percentage (%)
OCRPS		
Metropolis Investments Holdings PTE Limited	2,28,563	100%
Total	2,28,563	100.0%

As per the terms of the OCRPS, the same are convertible into 1 equity share in RESL.

Snapshot of the consolidated unaudited financial statements of Demerged business of RESL for the financial year ended 31 March 2023 is set out below:

Amount in INR Millions

P&L	March 31, 2023
TPD	
Existing sites	13,116
New sites	368
Total TPD	13,484
Revenue	
Existing sites	14,108
New sites	141
Total Revenue	14,249
Cost	
Existing sites	9,413
New sites	193
Total Cost	9,607
EBITDA	
Existing sites	4,777
New sites	(52)
Total EBITDA	4,725
EBITDA Margin (%)	
Existing sites	34%
New sites	-37%
Total EBITDA %	33%
Less: Depreciation	1,839
EBIT	2,886



Recommendation of share exchange ratio for the proposed amalgamation and share entitlement ratio for the proposed demerger

Less: Interest Expense	1,281
Add: Other income	55
Elimination / Exception items	-
Ind-AS PAT Impact	(568)
PBT	1,092
<i>PBT Margin (%)</i>	<i>8%</i>
Less: Tax	417
PAT	675
<i>PAT Margin (%)</i>	<i>5%</i>
Less: Minority Interest	31
Effective PAT	644



Amount in INR Millions

Recommendation of share exchange ratio for the proposed amalgamation and share entitlement ratio for the proposed demerger

Balance Sheet	March 31, 2023
Share Capital	9,362
Reserves and Surplus	2,709
Non-Controlling Interest	-
Equity	12,071
Borrowings	6,881
Debentures	771
Provisions	6,356
Other non-current liabilities	12
Total non-current	14,021
Short term borrowings	157
Account Payables & provisions	2,020
Other current liabilities	1,583
Inter-corporate deposits	-
Total Current Liabilities	3,760
Total Liabilities	29,852
Fixed & Intangible Asset (Net) (See table)	20,888
Long-term Loans and Advances	1,147
Non-current investments	776
Goodwill	-
Other Non-current assets	2,626
Total Non-current assets	25,437
Cash and Equivalents (See table)	286
Escrow and DSRA balances	1,547
Accounts Receivable (Net)	9,240
Inventory	396
Other current assets	1,550
Inter-company group transactions	(8,605)
Total current assets	4,415
Total Assets	29,852



Recommendation of share exchange ratio for the proposed amalgamation and share entitlement ratio for the proposed demerger

Mumbai Waste Management Limited ('MWML' or 'Amalgamating Company') is engaged in the business of Integrated waste management solutions for industrial waste and bio medical waste. The range of services includes collection, transportation, storage and disposal of industrial and medical waste.

Re Sustainability Limited and Re Sustainability Industrial Solutions Private Limited (hereinafter together referred to as RESL and RSISPL) hold 74% and 26% equity stake respectively in MWML. RSISPL is a wholly owned subsidiary of RESL, hence MWML is effectively the wholly owned subsidiary of RESL.

The equity shareholding pattern of MWML as at the report date is set out below:

Name of the shareholders	Number of shares (Face Value of INR 10 each)	Percentage (%)
Re Sustainability Limited	36,92,600	74.0%
Re Sustainability Industrial Solutions Private Limited	12,97,400	26.0%
Total	49,90,000	100.0%

As per Part B of the Scheme, after amalgamation of MWML with RESL, the equity shares held by the shareholders of MWML i.e., RESL and RSISPL, shall stand cancelled.

Ramky Sustainability Solutions Private Limited ('RSSPL' or 'Resulting Company') was formed with an objective to engage in the business of developing and implementing scientifically managed integrated municipal solid waste management system, waste to energy (WTE), construction and destruction debris services, biomedical waste services and other waste management, collection and disposal related services in India or worldwide.

The equity shareholding pattern of RSSPL as at the report date is set out below:

Name of shareholders	Number of shares (Face value of INR 10 each)	Percentage (%)
A Ishaan	980	98%
A Dakshayani	10	1%
A Sharan	10	1%
Total	1,000	100%

Key terms of Class A and Class B 0.001% compulsory convertible preference shares (CCPS) proposed to be issued by RSSPL as consideration for the proposed demerger is set out below:

Particulars	
Type of Security	Class A and B Compulsory Convertible Preference Shares ('Class A and Class B CCPS')
Nature	Non-Cumulative, Non-Participating, Compulsorily Convertible Preference Shares
Dividend rate	0.001%
Face value	INR 10 each
Tenure	19 years and 11 months from the date of issuance
Conversion terms	Class A and Class B CCPS shall be converted into Equity Share(s) of the Company at an conversion ratio of 1:1 before the expiry of tenure or immediately prior to closing of any sale of Class A and Class B CCPS or such other earlier date as the company and the CCPS holders may mutually agree upon.



VII. INTENDED USERS OF THE VALUATION AND RESTRICTION ON THE USE OF REPORT:

The report contains confidential information that has been provided at your request and the same should not be disclosed or circulated in whole or in part without express written consent of Santhosh Kumar (Registered Valuer). The document should not be duplicated or used, in whole or in part.

This report is being provided solely for the benefit of the company and is not on behalf of, and shall not confer right or remedies upon, any other person other than Management. The report may not be used or relied upon, or disclosed, referred to, or communicated by Management to any third party for any purpose whatsoever without our prior consent in each instance. This document should not be duplicated or used, in whole or in part.

In furnishing the report, we reserve the right to amend or replace the report at any time. Our views are necessarily based on economic, market, and other conditions currently in effect, and the information made available to us, as of date hereof. It should be understood that subsequent development may affect our views and that we do not have any obligation to update, revise or reaffirm the views expressed in the Report.

Nothing contained in this report is or should be upon as promise or representation as to the future.

VIII. VALUATION METHODOLOGIES

Valuation by its nature, cannot be regarded as an exact science and the conclusions arrived at in many cases will be subjective and dependent on the exercise of individual judgement. Given the same set of facts and using the same assumptions, expert opinion may differ due to the number of separate judgement decisions. There can therefore be no standard formulae to establish an indisputable value, although certain formulae are helpful in assessing reasonableness.

For the purpose of determining the equity value, a valuer may use any of the approaches as per Indian Valuation Standard 103. Different valuation approaches has been proposed and the same has been considered below along with the justification.

IX. APPROACHES OF VALUATION

There are three approaches for valuation of a company, such as:

- (a) Income Approach;
- (b) Market Approach;
- (c) Asset Based Approach;



Recommendation of share exchange ratio for the proposed amalgamation and share entitlement ratio for the proposed demerger

Each of these approaches has its suitability, depending upon the facts of the case and the objectives of the valuation. For the sake of ready reference, these methods are explained below in brief.

(i) Income Approach

Income approach is the valuation approach that converts maintainable or future amounts (e.g., cash flows or income and expenses) to a single current (i.e., discounted or capitalized) amount. The fair value measurement is determined on the basis of the value indicated by current market expectations about those future amounts. The most commonly used income approach is Discounted Cash Flow (DCF) Method.

DCF Method

Based on our discussion with the Management, we understand that Demerged Business of RESL is profit making business and generates surplus cash, going forward as well the Demerged Business is expected to make profits and generate surplus cash in the foreseeable future, we have therefore used Income Approach (DCF cash flow method) which is one of the most commonly used and internationally accepted pricing methodology of valuation for valuing the demerged businesses.

Further I understand that Resulting Company was recently incorporated and is yet to commence its business operations, hence we have not used DCF method for the purpose of arriving at the fair value of Resulting Company.

(ii) Market Approach

Under this approach the valuation is done on the basis of the quoted market price of the Company in case it is a publicly traded company, or publicly traded comparable businesses date is reviewed in order to identify a peer group similar to the subject company and then their multiples are applied to the entity being valued to determine the fair value.

Market approach is a valuation approach that uses prices and other relevant information generated by market transactions involving identical or comparable (i.e., similar) assets, liabilities or a group of assets and liabilities, such as a business.

The following are the common methodologies for the market approach:

- Market Price Method;
- Comparable Companies Multiple Method; and
- Comparable Transaction Multiple Method



Recommendation of share exchange ratio for the proposed amalgamation and share entitlement ratio for the proposed demerger

Market Price Method

In case of a company, the equity shares of which are listed, the market price of an equity share as quoted on a stock exchange is normally considered as the fair value of the equity shares of that company where such quotations are arising from the shares being regularly and freely traded in.

In current case, shares of Transacting companies are not listed on any on any stock exchange and also Demerged Business does not have an independent quoted market price, Hence, I have not used this method to arrive at the fair value of Transacting companies.

CCM Method

Under this method, the value of equity shares of a company is measured by applying the derived market multiples based on the market quotations of comparable listed companies possessing attributes similar to the business of the company that is being valued to the company metrics after making adjustments to such multiples on account of dissimilarities with the comparable companies and the strengths, weaknesses and other factors peculiar to the company being valued. These valuations are based on the principal that such market valuations take place between informed buyers and informed sellers, incorporate factors relevant to valuation.

CCM Method derives equity value of a subject company basis the average multiple of a listed peer group. We find that there are no broadly comparable listed companies which operate in a similar line of business and have similar business model as that of Demerged Business of RESL. Hence, I have not used CCM method to arrive at the fair value of Demerged Business.

Further I understand that Resulting Company was recently incorporated and is yet to commence its business operations, hence we have not used this method for the purpose of arriving at the fair value of Resulting Company.

CTM Method

Comparable Transaction Multiple Method, also known as 'Guideline Transaction Method,' involves valuing an asset based on transaction multiples derived from prices paid in transactions of asset to be valued / market comparable (comparable transaction).

We find that there are no comparable transactions involving companies which operate in similar line of business and having similar operating/ financial metrics as that of the Demerged Business a. Hence, I have not used CTM method to arrive at the fair value of Demerged Business.

Further I understand that Resulting Company was recently incorporated and is yet to commence its business operations, hence we have not used this method for the purpose of arriving at the fair value of Resulting Company.



(iii) Asset Approach

NAV Method

This valuation method is based on the value of underlying net assets of the business, either on a book value basis or realizable value basis or replacement cost basis. This valuation method is mainly used in a case where the firm is to be liquidated i.e. it does not meet the 'going concern' criteria or in a case where the asset base dominates earnings capability.

In the present case, demerged business would merge into resulting company on a 'going concern basis' and further there is no intention to dispose off the assets. In such a going concern scenario the relative earnings power, as reflected under the income and market approaches is of greater importance for arriving at the value as compared to the value arrived on the Net Asset Value basis considering the realizable value of the assets recorded in the books.

Given the above background, I have not used this method for arriving at the equity value of Demerged Business of RESL.

Further I understand that Resulting Company was recently incorporated and is yet to commence its business operations, hence we have used this method for the purpose of arriving at the fair value of Resulting Company.

X. RECOMMENDATION OF FAIR SHARE EXCHANGE RATIO AND SHARE ENTITLEMENT RATIO FOR THE PROPOSED AMALGAMATION AND DEMERGER

The fair share entitlement ratio has been arrived at on the basis of equity value of the Demerged Business and Resulting Company for the proposed demerger based on the various methodologies mentioned herein earlier. Suitable rounding off have been carried out wherever necessary to arrive at the entitlement ratio.

Based on the consideration of all the relevant factors and circumstances as discussed and outlined herein above, we recommend the share exchange ratio and share entitlement ratio as follows:

a) Recommendation of share exchange ratio for the proposed amalgamation of Mumbai Waste Management Limited ('MWML' or 'Amalgamating Company') with Re Sustainability Limited ('RESL' or 'Amalgamated Company') under Part B of the Scheme.

Based on the shareholding pattern of MWML as at the valuation date, we understand that the entire existing equity share capital of MWML is held by RESL and its wholly owned subsidiary RSISPL and hence as a result of which an economic interest of shareholders is same in MWML, RESL and its subsidiary RSISPL.



Recommendation of share exchange ratio for the proposed amalgamation and share entitlement ratio for the proposed demerger

Since MWML is effectively a wholly owned subsidiary RESL, upon the Scheme being effective, the entire existing equity share capital of MWML held by RESL and its subsidiary RSISPL would get cancelled and extinguished and no further equity shares would be required to be issued to equity shareholders of MWML i.e., RESL and RSISPL. We have therefore not carried out any independent valuation of MWML for the purpose of arriving at share exchange ratio for the aforesaid proposed amalgamation.

To the equity shareholders of MWML

“No equity shares of RESL would be required to be issued to the equity shareholders of MWML (i.e. RESL and RSISPL) for the proposed amalgamation of MWML with RESL”

- b) Recommendation of share entitlement ratio for the proposed demerger of ‘Demerged Business’ of Re Sustainability Limited (‘RESL’ or ‘Demerged Company’) into Ramky Sustainability Solutions Private Limited (‘RSSPL’ or ‘Resulting Company’) under Part C of the Scheme.**

To the Class A equity shareholders of RESL:

“89,625 (Eighty Nine Thousand Six Hundred and Twenty Five) Class A compulsory convertible preference share (Class A CCPS) of RSSPL of face value of INR 10 each fully paid up shall be issued and allotted for every 100 (One Hundred) Class A equity shares of INR 10 each fully paid up held in RESL”.

To the Class B equity shareholders of RESL:

“89,625 (Eighty Nine Thousand Six Hundred and Twenty Five) Class A compulsory convertible preference share (Class A CCPS) of RSSPL of face value of INR 10 each fully paid up shall be issued and allotted for every 100 (One Hundred) Class B equity shares of INR 10 each fully paid up held in RESL”.

To the preference shareholders of the RESL:

896 (Eight Hundred and Ninety Six) Class B Compulsorily Convertible Preference Share (Class B CCPS) of the Resulting Company of face value of INR 10 each fully paid up shall be issued against all outstanding 2,28,563 (Two Lakh Twenty-Eight Thousand Five Hundred and Sixty-Three) Optionally Convertible and Redeemable Preference Shares (OCRPS) of RESL of face value of INR 15 each fully paid up held in RESL”.

The rationale for the recommendation of above share entitlement ratio is covered in the next section (XI).



XI. VALUATION OF DEMERGED BUSINESS AND RESULTING COMPANY

Premise of the valuation:

Premise of Value refers to the conditions and circumstances how an asset is deployed.

In a given set of circumstances, a single premise of value may be adopted while in some situations multiple premises of value may be adopted. Some common premises of value are as follows:

- (a) highest and best use;
- (b) going concern value;
- (c) as is where is value;
- (d) orderly liquidation; or
- (e) forced transaction.

For valuing, the premise used is **going concern value**

Basis of the valuation:

Valuation base means the indication of the type of value being used in an engagement. Different valuation bases may lead to different conclusions of value. Therefore, it is important for the valuer to identify the bases of value pertinent to the engagement. This Standard defines the following valuation bases:

- (a) Fair value;
- (b) Participant specific value; and
- (c) Liquidation value

For valuing, the Base used is **Fair value**

Standards of Valuation:

The Valuation report is prepared as per the **ICAI Valuation standards**

Method and Approach of valuation:

For valuing, we have adopted the DCF method under Income approach using the projections

Under this method, the valuation comprises of 2 components as described below.

1. The Free cash flows from the period from FY 2023-24 to FY 2031-32;
2. The terminal value at the end of FY 2031-32.

The Sum of above two components is discounted with suitable factor considering expected return as discount rate to arrive present value of cash flows.



Recommendation of share exchange ratio for the proposed amalgamation and share entitlement ratio for the proposed demerger

The sum of the present values of the free cash flows to equity for explicit period and the terminal value gives the fair value of the enterprise.

Please refer below for the calculations of the value:

Amount in INR Millions (Revised tables to be inserted)

Particulars	2024	2025	2026	2027	2028	2029	2030	2031	2032
Free Cash Flows*	984	124	-71	1,451	-1,250	380	-23	5,156	2,529
Discount Period	1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00
Discount Factor	0.85	0.72	0.61	0.52	0.44	0.37	0.32	0.27	0.23
Present Value of Free Cash Flows	835	89	-43	753	-550	142	-7	1,388	578

**Refer Annexure*

Terminal value - Capitalization method

Particulars	Amount in INR Millions
FCF FY 2032	2,529
Add: Capex FY 31-32	8,556
Add: Debt repaid FY 31-32	20,013
Add: Finance cost FY 31-32	5,215
Less: Intergroup financing FY 31-32	9,900
Normalized FCF FY 31-32 before re investment provision for capex	26,412
Provision for perpetual capex investments, debt repayments, finance cost of debt @25% of NCF	6,603
Normalized FCF FY 31-32	19,809
Discounted NCF FY 31-32	4,528
Terminal growth rate	3.0%
Terminal value	31,468



Recommendation of share exchange ratio for the proposed amalgamation and share entitlement ratio for the proposed demerger

Valuation Summary

Particulars	Amount in INR Millions
Present Value of Free Cash Flows	3,185
Add: Terminal Value	31,468
Equity Value before stub factor	34,653
Stub Factor	1.09
Equity Value after stub factor	37,623
Add: Cash & Bank Balances	286
Value for Equity Shareholders	37,909

Conclusion: The Fair Value of MSW, W2E, ME-OWN & ME-JV Businesses as per Discounted Cash Flow Method as on September 30, 2023 is **INR 37,908.80/- Millions**

Valuation of Resulting Company

Based on our discussion with the Management and review of the financial statements of Resulting Company as at report date we understand that Company has not commenced its business operations. We have therefore used NAV Method for the purpose of valuation analysis of equity shares of Resulting Company. Accordingly, the value of the Resulting Company shall be INR 10 per share.

Share Entitlement Ratio:

Particulars	Amount in INR
Value of Demerged Business	37,908.8 million
No of shares in Demerged Company	42,29,676
Relative Value per share	8,962.5
Value of Resulting Company	10,000
No of shares in Resulting Company	1,000
Relative Value per share of Resulting Company	10
Share Entitlement Ratio	8,962.5:10
	i.e., 89,625 shares of Resulting Company for every 100 equity shares of the Demerged Company



Recommendation of share exchange ratio for the proposed amalgamation and share entitlement ratio for the proposed demerger

We understand that the Resulting Company is proposing to issue Class A Compulsorily Convertible Preference Shares in respect of equity shares held in Demerged Company and Class B Compulsorily Convertible Preference Shares in respect of Optionally Convertible Preference Shares held in the Demerged Company. Accordingly, the below share entitlement ratio may be fair:

To the Class A equity shareholders of RESL:

“89,625 (Eighty Nine Thousand Six Hundred and Twenty Five) Class A compulsory convertible preference share (Class A CCPS) of RSSPL of face value of INR 10 each fully paid up shall be issued and allotted for every 100 (One Hundred) Class A equity shares of INR 10 each fully paid up held in RESL”.

To the Class B equity shareholders of RESL:

“89,625 (Eighty Nine Thousand Six Hundred and Twenty Five) Class A compulsory convertible preference share (Class A CCPS) of RSSPL of face value of INR 10 each fully paid up shall be issued and allotted for every 100 (One Hundred) Class B equity shares of INR 10 each fully paid up held in RESL”.

To the preference shareholders of the RESL:

“896 (Eight Hundred and Ninety Six) Class B Compulsorily Convertible Preference Share (Class B CCPS) of the Resulting Company of face value of INR 10 each fully paid up shall be issued against all outstanding 2,28,563 (Two Lakh Twenty-Eight Thousand Five Hundred and Sixty-Three) Optionally Convertible and Redeemable Preference Shares (OCRPS) of RESL of face value of INR 15 each fully paid up held in RESL”, given the OCRPS shall be convertible into 1 equity share of RESL.

XII. DISCLAIMER

- a. We have assumed and relied upon, without independent verification, the accuracy and completeness of all information that was publicly available for the purpose of this report. Our work does not constitute an audit or certification or due diligence of the working results, financial statements of the Company.
- b. The valuation of Companies and businesses is not a precise science and the conclusions arrived at in many cases will of necessity be subjective and dependent on the exercise of individual judgment. While we have provided assessment of the value of the share based on information available and within the scope and constraints of engagement, others may place a different value on the same and actual value realized may differ significantly.



Recommendation of share exchange ratio for the proposed amalgamation and share entitlement ratio for the proposed demerger

- c. It may be pointed out that the Valuation is based on opinion that represent reasonable expectations at a particular point in time, but such estimates or opinions are not offered as predictions or as assurances that a particular level of income of profit will be achieved, that events will occur, or that a particular price will be offered or accepted.
- d. Santhosh Kumar, Katla & Associates has acted in the capacity of Registered Valuer, registered with Insolvency and Bankruptcy Board of India (IBBI) for providing valuation services and will receive a fee for our services.
- e. In no circumstances however, will our firm or our associates, or our employees accept any responsibility or liability to any third party and in the unforeseen event of any such responsibility or liability being imposed on our firm or our associates, or our employees by any third party, RESL shall indemnify them.
- f. This Valuation Report is furnished solely for the purpose mentioned above and should not be used for any other purpose without our prior written consent.

Assumptions Used:

i) Cost of Equity

Particulars	%
Risk Free rate of Return	7.32%
Beta	1.1
Market Risk Premium	4.10%
Additional Risk Premium	6%
Cost of Equity	17.82%

- 1) India 10 year Bond yield rate as on March 31 ,2023 is considered as Risk Free rate Source: <https://in.investing.com/rates-bonds/india-10-year-bond-yield-historical-data>
- 2) Market rate of return is computed based on 05 years return on Nifty Source: <https://in.investing.com/indices/s-p-cnx-nifty-historical-data>
- 3) There are no listed peers who have a similar business in the same size or specific model of operations in which Company operates. The Beta is considered as 1.1 on judgmental basis
- 4) Considering the size of the company and the industry in which it operates, on judgmental basis 08% additional Risk Premium has been assumed for the purpose of computing cost of equity capital.

XIII. ACKNOWLEDGEMENT

I am thankful to the management & staff of **Re Sustainability Limited** for their kind co-operation extended to us during the course of our assignment



XIV. ANNEXURE

Cash flow projections of demerged businesses:

Particulars	2024	2025	2026	2027	2028	2029	2030	2031	2032
Adj. EBITDA	6,208	9,812	10,379	14,325	17,366	21,328	24,012	27,991	32,115
Less: Taxes	732	1,204	1,684	2,103	2,734	3,456	4,258	5,352	6,632
- (Increase)/Decrease in Net Working Capital									
- Account receivables	(234)	(1,292)	(188)	374	(1,722)	(1,748)	(1,907)	(1,952)	(2,442)
- Inventory	(62)	(184)	92	(259)	(141)	(247)	(47)	(168)	(194)
- Account payables & provisions	451	140	443	583	595	564	735	712	846
- Other NWC	28	23	26	34	39	47	58	70	82
Cash Flow from Ops (CFO)	5,658	7,294	9,068	12,953	13,403	16,487	18,594	21,301	23,775
% of Revenue	31%	32%	35%	40%	34%	36%	35%	36%	34%
% of EBITDA	91%	73%	84%	89%	76%	77%	77%	76%	74%
Less: Capex	5,695	16,353	16,939	15,999	15,534	12,289	19,661	12,469	8,556
Add: Grant	717	1,000	1,375	1,140	1,469	2,611	1,723	2,996	2,033
Less: Investment	-	-	-	-	-	-	-	-	-
Add/Less: Other	307	-	-	-	-	-	-	-	-
Unlevered FCF	987	(8,059)	(6,495)	(1,905)	(662)	6,809	656	11,829	17,253
% of Revenue	5%	(35%)	(25%)	(6%)	(2%)	15%	1%	20%	25%
% of EBITDA	16%	(81%)	(60%)	(13%)	(4%)	32%	3%	42%	54%
Add: Interest Income	87	127	172	389	501	629	818	1,310	2,112
Add: External Borrowings (Long term)	2,201	7,786	8,936	5,510	784	(3,631)	(2,312)	(5,388)	(20,013)
Add: Proceeds from minority	-	-	-	-	-	-	-	-	-
Add: External Borrowings (short term)	-	-	-	-	-	-	-	-	-
Less: Lease Rentals	1	-	-	-	-	-	-	-	-
Less: Finance cost	1,389	1,551	1,750	2,761	4,066	4,996	5,496	5,525	5,215
Less: DSRA/Margin Money/escrow	415	865	1,014	950	1,022	1,097	1,400	1,464	1,508
Add: Intergroup financing Activity	(485)	2,686	80	1,168	3,215	2,666	7,711	4,395	9,900
Change in Other Liquid funds	-	-	-	-	-	-	-	-	-
Levered FCF	984	124	(71)	1,451	(1,250)	380	(23)	5,156	2,529



*****End of the report*****

Annexure 3



REPORT ADOPTED BY THE BOARD OF DIRECTORS OF RE SUSTAINABILITY LIMITED (FORMERLY KNOWN AS RAMKY ENVIRO ENGINEERS LIMITED) AT THEIR MEETING HELD ON THURSDAY, 18TH JANUARY, 2024 EXPLAINING THE EFFECT OF THE COMPOSITE SCHEME OF ARRANGEMENT ON SHAREHOLDERS, PROMOTER AND NON-PROMOTER SHAREHOLDERS AND KEY MANAGERIAL PERSONNEL

1. Background

- 1.1 The proposed composite scheme of arrangement among amongst Re Sustainability Limited (“**Company**”), Mumbai Waste Management Limited (“**MWML**”), Ramky Sustainability Solutions Private Limited (“**Resulting Company**”) and their respective shareholders and creditors under Section 230 to 232 and other applicable provisions of the Companies Act, 2013 (“**Scheme**”) and in accordance with Sections 2(1B), 2(19AA), 2(19AAA) and 2(41A) of the Income Tax Act, 1961 was approved by the Board of Directors of the Company (“**Board**”) vide resolution dated 18th January, 2024. The scheme was approved by the audit committee of the Company on the same day as well.
- 1.2 The provisions of Section 232(2)(c) of the Companies Act, 2013 (“**Act**”) requires the directors to adopt a report explaining: (i) the effect of the arrangement under the Scheme on each class of shareholders, promoter and non-promoter shareholders and key managerial personnel; and (ii) laying out in particular the share exchange ratio, specifying any special valuation difficulties and the same is required to be circulated to the equity shareholders at the time of seeking their approval to the Scheme as may be directed by the Hon’ble National Company Law of Tribunal, Hyderabad bench (“**NCLT**”). Capitalised terms used herein but not defined shall have the meaning ascribed to it in the Scheme.
- 1.3 This report of the Board is accordingly being made in pursuance to the requirements of Section 232(2)(c) of the Act.
- 1.4 The following documents were placed before the Board:
 - 1.4.1 Draft of the Scheme;
 - 1.4.2 Valuation report issued by Katla & Associates (Firm Reg.No.020835S), on the share entitlement ratio and share exchange ratio for the Scheme (“**Valuation Report**”); and
 - 1.4.3 Draft auditors certificate pursuant to Section 232(3) of the Act confirming that the accounting treatment proposed in the Scheme is in conformity with the accounting standards prescribed under Section 133 of the Act and other applicable laws.

Re Sustainability Limited
(Formerly known as Ramky Enviro Engineers Limited)
Registered Office:
Level 11B, Aurobindo Galaxy,
Hyderabad Knowledge City, Hitech City Road,
Hyderabad, Telangana- 500081.
CIN No. U74140TG1994PLC018833

T: +91 40 24446000
E: info@resustainability.com

resustainability.com





2. Effect of the Scheme on shareholders (promoter and non-promoter shareholders) of the Company

2.1 The Company has Class A and Class B equity shares and optionally convertible redeemable preference shares in issuance. Upon the Scheme becoming effective and in consideration of vesting of the Demerged Undertaking of the Company in the Resulting Company in terms of the Scheme, the Resulting Company shall allot the following shares, credited as fully paid-up, to the members of the Company, holding fully paid up shares in the Company and whose names appear in the register of members of the Company on the Record Date or to such of their respective heirs, executors, administrators or other legal representative or other successors in title as on the Record Date in the following manner:

A) For Class A Equity Shareholders of the Company:

“89,625 (Eighty-Nine Thousand Six Hundred and Twenty-Five) Class A Compulsorily Convertible Preference Shares (Class A CCPS) of the Resulting Company of INR 10/- each, fully paid up for every 100 (One Hundred) Class A equity shares of the Company of INR 10/- each, fully paid up”.

B) For Class B Equity Shareholders of the Company:

“89,625 (Eighty-Nine Thousand Six Hundred and Twenty-Five) Class A Compulsorily Convertible Preference Shares (Class A CCPS) of the Resulting Company of INR 10/- each, fully paid up for every 100 (One Hundred) Class B equity shares of the Company of INR 10/- each, fully paid up”.

C) For Preference Shareholders of the Company:

“896 (Eight Hundred and Ninety-Six) Class B Compulsorily Convertible Preference Shares (Class B CCPS) of the Resulting Company each of INR 10/- each, fully paid up for all the 2,28,563 (Two Lakh Twenty-Eight Thousand Five Hundred and Sixty-Three) Optionally Convertible Redeemable Preference Shares of the Company of INR 15/- each fully paid up.”

2.2 Further, 74% shares of MWML are held by the Company and the remaining 26% are held by Re Sustainability Industrial Solutions Private Limited (formerly known as Ramky IWM Private Limited), which is a wholly owned subsidiary of the Company. Therefore, upon the merger of MWML into the Company by virtue of the Scheme being effective, the shareholders of MWML shall not be entitled to receive any shares of the Company and the existing shares of shareholders of MWML shall stand cancelled and extinguished.

Re Sustainability Limited
(Formerly known as Ramky Enviro Engineers Limited)
Registered Office:
Level 11B, Aurobindo Galaxy,
Hyderabad Knowledge City, Hitech City Road,
Hyderabad, Telangana- 500081.
CIN No. U74140TG1994PLC018833

T: +91 40 24446000
E: info@resustainability.com

resustainability.com





2.3 The said share entitlement ratios are based on the Valuation Report which has been duly considered by the Board and the Board has come to the conclusion that said share entitlement ratios are fair and reasonable.

3. Effect of the Scheme on key managerial personnel of the Company

3.1 Under Clause 31 of the Scheme, upon the Scheme becoming effective, all the Demerged Undertaking Employees shall be deemed to have become employees of the Resulting Company, with effect from the Effective Date, in the same capacity as they were employed with the Company, without any break or interruption in their service and with the benefit of continuity of service, and the terms and conditions of their employment with the Resulting Company shall not be less favourable than those applicable to them with reference to their employment in the Company immediately prior to the Effective Date and in compliance with Applicable Law.

3.2 Under Clause 15 of the Scheme, upon the Scheme becoming effective, all employees of MWML immediately prior to the Effective Date shall be deemed to have become employees of the Company, with effect from the Effective Date, in the same capacity as they were employed with MWML, without any break or interruption in their service and with the benefit of continuity of service, and the terms and conditions of their employment with the Company shall not be less favourable than those applicable to them with reference to their employment in MWML immediately prior to the Effective Date and in compliance with Applicable Law.

4. No special valuation difficulties were reported.

In the opinion of the Board, the Scheme will be of advantage and beneficial to the Company, its shareholders and other stakeholders and the terms thereof are fair and reasonable.

By Order of the Board
Re Sustainability Limited
(Formerly known as Ramky Enviro Engineers Limited)



Name: Masood Alam Mallick
Designation: CEO and Wholetime Director
DIN: 01059902

Date: 18 January 2024

Place: Hyderabad

Re Sustainability Limited
(Formerly known as Ramky Enviro Engineers Limited)
Registered Office:
Level 11B, Aurobindo Galaxy,
Hyderabad Knowledge City, Hitech City Road,
Hyderabad, Telangana- 500081.
CIN No. U74140TG1994PLC018833

T: +91 40 24446000
E: info@resustainability.com

resustainability.com

REPORT ADOPTED BY THE BOARD OF DIRECTORS OF MUMBAI WASTE MANAGEMENT LIMITED AT THEIR MEETING HELD ON THURSDAY, 18TH JANUARY, 2024 EXPLAINING THE EFFECT OF THE COMPOSITE SCHEME OF ARRANGEMENT ON SHAREHOLDERS, PROMOTER AND NON-PROMOTER SHAREHOLDERS AND KEY MANAGERIAL PERSONNEL

1. Background

1.1 The proposed composite scheme of arrangement among amongst Re Sustainability Limited (“RESL”), Mumbai Waste Management Limited (“Company”), Ramky Sustainability Solutions Private Limited (“Resulting Company”) and their respective shareholders and creditors under Section 230 to 232 and other applicable provisions of the Companies Act, 2013 (“Scheme”) and in accordance with Sections 2(1B), 2(19AA), 2(19AAA) and 2(41A) of the Income Tax Act, 1961 was approved by the Board of Directors of the Company (“Board”) vide resolution dated January 18, 2024.

1.2 The provisions of Section 232(2)(c) of the Companies Act, 2013 (“Act”) requires the directors to adopt a report explaining: (i) the effect of the arrangement under the Scheme on each class of shareholders, promoter and non-promoter shareholders and key managerial personnel; and (ii) laying out in particular the share exchange ratio, specifying any special valuation difficulties and the same is required to be circulated to the equity shareholders at the time of seeking their approval to the Scheme as may be directed by the Hon’ble National Company Law of Tribunal, Hyderabad bench (“NCLT”). Capitalised terms used herein but not defined shall have the meaning ascribed to it in the Scheme.

1.3 This report of the Board is accordingly being made in pursuance to the requirements of Section 232(2)(c) of the Act.

1.4 The following documents were placed before the Board:

1.4.1 Draft of the Scheme;

1.4.2 Valuation report dated September 30, 2023 issued by Katla & Associates (Firm Reg.No.020835S) on the share entitlement ratio for the Scheme (“Valuation Report”); and

1.4.3 Draft auditors certificate pursuant to Section 232(3) of the Act confirming that the accounting treatment proposed in the Scheme is in conformity with the accounting standards prescribed under Section 133 of the Act and other applicable laws.

2. Effect of the Scheme on shareholders (promoter and non-promoter shareholders) of the Company

2.1 RESL has Class A and Class B equity shares and optionally convertible redeemable preference shares in issuance. Upon the Scheme becoming effective and in consideration of vesting of the Demerged Undertaking of RESL in the Resulting Company in terms of the Scheme, the Resulting Company shall allot the following shares, credited as fully paid-up, to the members of RESL, holding fully paid up shares in RESL and whose names appear in the register of members of RESL on the Record Date or to such of their respective heirs, executors, administrators or other legal representative or other successors in title as on the Record Date in the following manner:





to the members of the Company, holding fully paid up shares in the Company and whose names appear in the register of members of the Company on the Record Date or to such of their respective heirs, executors, administrators or other legal representative or other successors in title as on the Record Date in the following manner:

A) For Class A Equity Shareholders of the Company:

“89,625 (Eighty-Nine Thousand Six Hundred and Twenty-Five) Class A Compulsorily Convertible Preference Shares (Class A CCPS) of Resulting Company of INR 10/- each, fully paid up for every 100 (One Hundred) Class A equity shares of the Company of INR 10/- each, fully paid up”.

B) For Class B Equity Shareholders of the Company:

“89,625 (Eighty-Nine Thousand Six Hundred and Twenty-Five) Class A Compulsorily Convertible Preference Shares (Class A CCPS) of Resulting Company of INR 10/- each, fully paid up for every 100 (One Hundred) Class B equity shares the Company of INR 10/- each, fully paid up”.

C) For Preference Shareholders of the Company:

“896 (Eight Hundred and Ninety-Six) Class B Compulsorily Convertible Preference Shares (Class B CCPS) of Resulting Company each of INR 10/- each, fully paid up for all the 2,28,563 (Two Lakh Twenty-Eight Thousand Five Hundred and Sixty-Three) Optionally Convertible Redeemable Preference Shares of the Company of INR 15/- each fully paid up.”

- 2.2 Further, 74% shares of MWML are held by the Company and the remaining 26% are held by Re Sustainability Industrial Solutions Private Limited (formerly known as Ramky IWM Private Limited), which is a wholly owned subsidiary of the Company. Therefore, upon the merger of MWML into the Company by virtue of the Scheme being effective, the shareholders of MWML shall not be entitled to receive any shares of the Company and the existing shares of shareholders of MWML shall stand cancelled and extinguished.
- 2.3 The said share entitlement ratios are based on the Valuation Report which has been duly considered by the Board and the Board has come to the conclusion that said share exchange ratio and share entitlement ratios are fair and reasonable.

3. Effect of the Scheme on key managerial personnel of the Company

- 3.1 Under Clause 31 of the Scheme, upon the Scheme becoming effective, all the Demerged Undertaking Employees shall be deemed to have become employees of the Resulting Company, with effect from the Effective Date, in the same capacity as they were employed with the

Re Sustainability Limited
(Formerly known as Ramky Enviro Engineers Limited)
Registered Office:
Level 11B, Aurobindo Galaxy,
Hyderabad Knowledge City, Hitech City Road,
Hyderabad, Telangana- 500081.
CIN No. U74140TG1994PLC013833

T: +91 40 24446000
E: info@resustainability.com

resustainability.com





In the opinion of the Board, the Scheme will be of advantage and beneficial to the Company, its shareholders and other stakeholders and the terms thereof are fair and reasonable.

By Order of the Board

For Mumbai Waste Management Limited

A handwritten signature in black ink, appearing to read 'Pankaj Maharaj'.

Name: Pankaj Maharaj
Designation: Director
DIN No: 00135140



Date:
Place: Hyderabad

Mumbai Waste Management Limited
(A Subsidiary of Re Sustainability Limited)

CIN No. U90001TG2001PLC037829

Registered Office:

Level 11B, Aurobindo Galaxy,
Hyderabad Knowledge City, Hitech City Road, Hyderabad - 500081,
Telangana.

T: +91 40 2444 6000
E: info@resustainability.com

REPORT ADOPTED BY THE BOARD OF DIRECTORS OF RAMKY SUSTAINABILITY SOLUTIONS PRIVATE LIMITED AT THEIR MEETING HELD ON THURSDAY, 18TH JANUARY, 2024 EXPLAINING THE EFFECT OF THE COMPOSITE SCHEME OF ARRANGEMENT ON SHAREHOLDERS, PROMOTER AND NON-PROMOTER SHAREHOLDERS AND KEY MANAGERIAL PERSONNEL

1. Background

- 1.1 The proposed composite scheme of arrangement among amongst Re Sustainability Limited (“RESL”), Mumbai Waste Management Limited (“MWML”), Ramky Sustainability Solutions Private Limited (“Company”) and their respective shareholders and creditors under Section 230 to 232 and other applicable provisions of the Companies Act, 2013 (“Scheme”) and in accordance with Sections 2(1B), 2(19AA), 2(19AAA) and 2(41A) of the Income Tax Act, 1961 was approved by the Board of Directors of the Company (“Board”) vide resolution dated January 18, 2024.
- 1.2 The provisions of Section 232(2)(c) of the Companies Act, 2013 (“Act”) requires the directors to adopt a report explaining: (i) the effect of the arrangement under the Scheme on each class of shareholders, promoter and non-promoter shareholders and key managerial personnel; and (ii) laying out in particular the share exchange ratio, specifying any special valuation difficulties and the same is required to be circulated to the equity shareholders at the time of seeking their approval to the Scheme as may be directed by the Hon’ble National Company Law of Tribunal, Hyderabad bench (“NCLT”). Capitalised terms used herein but not defined shall have the meaning ascribed to it in the Scheme.
- 1.3 This report of the Board is accordingly being made in pursuance to the requirements of Section 232(2)(c) of the Act.
- 1.4 The following documents were placed before the Board:
- 1.4.1 Draft of the Scheme;
- 1.4.2 Valuation report dated September 30, 2023 issued by Katla & Associates (Firm Reg.No.020835S) on the share entitlement ratio for the Scheme (“Valuation Report”); and
- 1.4.3 Draft auditors’ certificate pursuant to Section 232(3) of the Act confirming that the accounting treatment proposed in the Scheme is in conformity with the accounting standards prescribed under Section 133 of the Act and other applicable laws.

2. Effect of the Scheme on shareholders (promoter and non-promoter shareholders) of the Company

- 2.1 Upon the Scheme becoming effective and in consideration of vesting of the Demerged Undertaking of RESL in the Company in terms of the Scheme, the Company shall allot the following shares, credited as fully paid-up, to the members of RESL, holding fully paid up shares in RESL and whose names appear in the register of members of RESL on the Record Date or to such of their respective heirs, executors, administrators or other legal representative or other successors in title as on the Record Date in the following manner:



Ramky Sustainability Solutions Private Limited
CIN: U38210TS2023PTC176073
Registered Office: 15th Floor Ramky Grandios, Opp.
Aphb. Anjaiah Nagar, Gachibowli, Seri Lingampally, K.V.
Rangareddy-500032,
Telangana, India
T : 91 40 24446000
E-mail: cs.rsspl@ramkv.com

A) For Class A Equity Shareholders of RESL:

“89,625 (Eighty-Nine Thousand Six Hundred and Twenty-Five) Class A Compulsorily Convertible Preference Shares (Class A CCPS) of the Company of INR 10/- each, fully paid up for every 100 (One Hundred) Class A equity shares of RESL of INR 10/- each, fully paid up”.

B) For Class B Equity Shareholders of RESL:

“89,625 (Eighty-Nine Thousand Six Hundred and Twenty-Five) Class A Compulsorily Convertible Preference Shares (Class A CCPS) of the Company of INR 10/- each, fully paid up for every 100 (One Hundred) Class B equity shares of RESL of INR 10/- each, fully paid up”.


C) For Preference Shareholders of RESL:

“896 (Eight Hundred and Ninety-Six) Class B Compulsorily Convertible Preference Shares (Class B CCPS) of the Company each of INR 10/- each, fully paid up for all the 2,28,563 (Two Lakh Twenty-Eight Thousand Five Hundred and Sixty Three) Optionally Convertible Redeemable Preference Shares of RESL of INR 15/- each fully paid up.”

- 2.2 The existing shareholders of the Company shall continue to remain as shareholders of the Company even after the effectiveness of the Scheme and the Scheme will not have any adverse effect on the existing shareholders of the Company.
3. **Effect of the Scheme on key managerial personnel of the Company**
- 3.1 The key managerial personnel of the Company shall continue as key managerial personnel of the Company even after the effectiveness of the Scheme and the Scheme will not have any adverse effect on the key managerial personnel of the Company.
4. No special valuation difficulties were reported.

In the opinion of the Board, the Scheme will be of advantage and beneficial to the Company, its shareholders and other stakeholders and the terms thereof are fair and reasonable.

By Order of the Board
For Ramky Sustainability Solutions Private Limited


Name: Sanjiv Kumar Srikantreddy
Designation: Director
DIN: 06557928



Date:
Place: Hyderabad

Re Sustainability Limited
(Formerly known as Ramky Enviro Engineers Limited)
(CIN: L71401GJ094PLC018833)
Balance Sheet as at 30 November, 2023
(All amounts in Indian Rupees in lakhs unless stated otherwise)

	30 November 2023	30 September 2023	31 March 2023
Assets			
Non-current assets			
Property, plant and equipment	16,424	16,261	11,774
Capital work in progress	5,873	5,172	10,351
Intangible assets	697	637	694
Intangible assets under development	-	-	-
Right-of-use assets	1,282	1,324	1,437
Investment in an associate and a joint venture	-	-	-
Financial assets			
(i) Investments	1,193,094	1,192,125	99,445
(ii) Loans	43,690	47,155	97,026
(iii) Trade receivables	-	-	-
(iv) Bank balance other than cash and cash equivalent	292	766	139
(v) Other financial asset	11,640	11,823	3,954
Deferred tax assets (net)	-	-	-
Non-current tax assets	822	650	1,362
Other assets	1,657	1,641	1,308
	<u>1,98,132</u>	<u>1,94,269</u>	<u>1,73,917</u>
Current assets			
Inventories	1,865	1,251	1,868
Financial assets			
(i) Investments	-	-	-
(ii) Loans	2,010	287	601
(iii) Trade receivables	18,667	18,957	15,482
(iv) Cash and cash equivalent	960	461	1,253
(v) Bank balance other than (iii) above	983	816	877
(vi) Other financial asset	490	677	670
Current tax assets (net)	-	-	-
Other assets	5,410	5,127	5,122
	<u>30,227</u>	<u>27,834</u>	<u>25,930</u>
Asset classified as held for sale	614	613	611
Total assets	<u>2,19,973</u>	<u>2,12,917</u>	<u>2,00,461</u>
Equity and liabilities			
Equity			
Equity Share capital	423	423	423
Other equity	1,68,311	1,60,185	1,53,690
Retained earnings	62,167	54,010	34,619
Securities premium	9,283	9,781	9,381
Capital reserve	-	-	-
Equity component of compound financial instruments	71,162	71,162	71,162
Other reserves	20,766	20,732	20,679
	<u>1,63,797</u>	<u>1,60,608</u>	<u>1,56,113</u>
Non-controlling interests	-	-	-
Total equity	<u>1,63,797</u>	<u>1,60,608</u>	<u>1,56,113</u>
Non-current liabilities			
Contract liabilities	-	-	-
Financial liabilities			
(i) Borrowings	6,112	6,111	6,873
(ii) Lease liabilities	929	966	976
(iii) Other financial liabilities	2,194	2,154	2,194
Government grant	9-	94	95
Provisions	6,749	6,487	4,955
Deferred tax liabilities (net)	6,129	1,200	3,167
Other liabilities	911	961	1,047
	<u>22,240</u>	<u>20,933</u>	<u>19,307</u>
Current liabilities			
Financial liabilities			
(i) Borrowings	12,513	10,339	2,573
(ii) Lease liabilities	329	225	323
(iii) Trade payables	-	-	-
-total outstanding dues of micro and small enterprises	1,110	1,110	1,453
-total outstanding dues of creditors other than micro and small enterprises	10,251	9,351	8,431
(iv) Other financial liabilities	5,251	5,797	5,592
Liabilities for current tax (net)	186	204	264
Provisions	2,642	2,642	2,811
Other liabilities	2,278	2,318	2,755
	<u>33,937</u>	<u>31,296</u>	<u>35,001</u>
Total equity and liabilities	<u>2,19,973</u>	<u>2,12,917</u>	<u>2,00,461</u>

Secretary of Agriculture, Government of Karnataka

The accompanying notes form an integral part of these financial statements.



For and on behalf of the Board of Directors of
Re Sustainability Limited

(Signature)
Ramesh Kumar Mahesh
Managing Director & CEO
DIN: 0011441

(Signature)
Ramesh Kumar Mahesh
Whole-time Director & CEO
DIN: 0011441

(Signature)
Ramesh Kumar Mahesh
Chairman Secretary
Website: rsl.com

Place: Bangalore
Date: 18/04/2024



Place: Bangalore
Date: 18/04/2024

Place: Bangalore
Date: 18/04/2024

CERTIFIED TRUE COPY

Re Sustainability Limited
 (Formerly known as Ramky Enviro Engineers Limited)
 CIN: L24140TG1994PLC013333
 Statement of Profit and Loss for the year ended 30 November 2023
 (All amounts in Indian Rupees in lakhs unless stated otherwise)

	For the period ended 30 November 2023	For the period ended 30 September 2023	For the year ended 31 March 2023
Income			
Revenue from contracts with customers	31,415	34,162	45,361
Other income	6,252	2,534	4,480
Total income (I)	37,667	36,696	49,841
Expenses			
(Increase)/ decrease in inventories of finished goods	(4)	(2)	(10)
Cost of raw material and components consumed	2,623	2,192	2,555
Construction expenses	4	3	3
Employee benefits expense	5,700	4,248	7,367
Finance costs	1,345	940	1,592
Depreciation and amortization expense	2,227	1,623	2,119
Other expenses	14,879	11,475	22,190
Total expense (II)	26,769	20,389	37,516
Profit before tax (III = I - II)	10,898	6,307	12,325
Tax expense			
Current tax	1,162	1,519	1,339
Adjustment of tax relating to earlier years	146	72	573
Deferred tax	-	-	2,029
Total tax expense (IV)	1,308	1,912	3,993
Profit for the year (V = III - IV)	9,590	4,395	8,332
Other comprehensive income			
Items that will not be reclassified to profit or loss			
Re-measurement gains/(losses) on defined benefit plans	-	-	71
Income tax effect	-	-	(18)
Net other comprehensive income not to be reclassified to profit or loss in subsequent years	-	-	53
Other comprehensive income for the year (net of tax) (VI)			53
Total comprehensive income for the year (net of tax) (VII = V + VI)	9,590	4,395	8,385
Earnings per equity share computed on the basis of profit attributable to equity holders of the parent			
Basic earnings per share	102	105	199
Diluted earnings per share	99	102	193

Summary of significant accounting policies

The accompanying notes are an integral part of the financial statements.

For and on behalf of the Board of Directors of
 Re Sustainability Limited

M Goutham Reddy
 Managing Director
 DIN: 01251461

Mahend Nam Mallick
 Whole-time Director & CEO
 DIN: 01059903

Pankaj Maharaj
 Chief Financial Officer

Govind Singh
 Company Secretary
 Membership No. F12350

Place: Hyderabad
 Date 16/01/2024

Place: Hyderabad
 Date 18/01/2024

CERTIFIED TRUE COPY

Re Sustainability Limited
 (Formerly known as Banky Kintre Engineers Limited)
 (CIN: U74100TG1994PLC019533)
 Basis: Financial statements for the year ended 30 September 2023
 All amounts in Indian Rupee in Lakhs unless stated otherwise

4B. Loans (Unsecured and uncollateralized good unless otherwise stated)
Non-current

Secured deposits to related parties
 Secured deposits to others

Less: Allowance for doubtful loans

Current

Secured deposits to related parties

4C. Other financial assets (Unsecured and uncollateralized good unless otherwise stated)

Non-current

Security deposits

Fixed deposits with remaining maturity more than 12 months*

Unsecured, uncollateralized

Bankable on account of sale of asset

Banker's money deposits

Less: Provision for bad debts

Current

Banker's money deposits

Unbilled receivables

Interest accrued

* Includes Rs. 121.131 March 2022, Rs. 1,2501 deposited in

4D. Trade receivables (Unsecured and uncollateralized good unless otherwise stated)

Current

Trade receivables from related parties (refer note 3.4)

Trade receivables from others

Impairment allowance

Less: Allowance for doubtful debts

4E. Cash and cash equivalents

Cash on hand

Balances with banks

- On current accounts

- Deposits with original maturity of less than 12 months

	30 September 2023	30 September 2022	31 March 2023
	47,547	32,333	36,821
	465	467	467
	48,012	32,800	37,288
	2,220	2,220	2,220
	50,232	35,020	39,508

	30 November 2023	30 September 2023	31 March 2023
	146	227	744
	10,374	10,374	11,112
	66	66	66
	66	66	66
	11,648	11,633	12,988
	270	418	666
	1	1	1
	118	118	118
	614	614	614

	30 November 2023	30 September 2023	31 March 2023
	1,087	1,514	1,087
	13,522	13,522	16,159
	14,609	15,036	17,246
	1,367	1,367	1,367
	16,076	16,403	18,613

	30 November 2023	30 September 2023	31 March 2023
	117	117	117
	117	117	117
	117	117	117



CERTIFIED TRUE COPY



Sustainability Limited
 (formerly known as Banko Bimoro Engineers Limited)
 (INCORPORATED IN CAMBODIA)
 Notes to financial statements for the year ended 30 November 2023
 All amounts in million Rupees, in bold unless noted otherwise

**4F Bank balances other than cash and cash equivalents
 Non-current**

Balances with banks
 On current accounts - credit accounts:

Current
 Other bank balances
 Deposit with remaining maturity less than 12 months

	30 November 2023	30 September 2023	31 March 2023
		64	110
	251	76	154
	953	116	677
	983	216	377

5 Inventories (valued at lower of cost and net realizable value)

Raw materials, tools and spares
 Finished goods

	30 November 2023	30 September 2023	31 March 2023
	1,548	1,236	1,574
	17	13	11
	1,565	1,249	1,585

6 Deferred tax assets

Mineral tax assets (refer note 27)
 VAT refundable items

	30 November 2023	30 September 2023	31 March 2023

7 Tax assets

Non-current
 Advances to tax / not yet provided for tax cost

	30 November 2023	30 September 2023	31 March 2023
	93	21	100

8 Other assets (if secured and considered good unless otherwise stated)

8A Non-current

Capital advances
 Balances with government authorities (other than cash and cash equivalents)
 Prepayments

	30 November 2023	30 September 2023	31 March 2023
	411	320	765
	793	752	437
	1,204	1,072	1,202

8B Current

Contract assets
 Revenue Minus revenue
 Unsecured - considered good
 Unsecured - considered doubtful
 Impairment allowance Contract receivable

	30 November 2023	30 September 2023	31 March 2023
	312	474	593
	31	30	30
	11	124	131
	314	628	754

Unsettled Revenue
 Unsecured - considered good
 Unsecured - considered doubtful
 Impairment allowance Unsettled Revenue

	30 November 2023	30 September 2023	31 March 2023
	1,267	1,224	1,303
	37	25	36
	34	130	30
	1,271	1,379	1,369

Advances to suppliers
 Contracted assets
 Contracted liabilities
 Less: provision for doubtful advances

	30 November 2023	30 September 2023	31 March 2023
	76	76	30
	4	27	60
	10	103	100

Advances to supplier and service providers
 Other advances
 Balances with government authorities
 Prepayments

	30 November 2023	30 September 2023	31 March 2023
	1,345	1,500	1,204
	174	18	62
	1,519	1,518	1,266
	763	620	710
	2,282	2,138	1,976



CERTIFIED TRUE COPY

Dr. Sumanthini Limited
 (Formerly known as Ramji Enzymes Limited)
 CIN: U01101TN2005PLC018253
 Notes to financial statements for the year ended 30 November 2023
 (All amounts in Indian Rupees in Lakhs unless stated otherwise)

10. Borrowings
10A. Non-current

Non-current borrowings
Secured (at amortised cost)
 (a) Term loans from banks (MFC, PNB Bank)
Term loans from others
 (i) M/s. Laxmi Autochassis Limited

	30 September 2023		31 March 2023	
	Non-current	Current*	Non-current	Current*
(a) Term loans from banks (MFC, PNB Bank)	6,012	6,011	3,020	5,733
(i) M/s. Laxmi Autochassis Limited	100	100	100	100
	6,112	6,111	3,120	5,833

Vehicle loans from banks
 (a) UCO Bank Limited

Vehicle loans from others
 (a) Chaitanyashyam Investments and Finance Company Limited
 (a) Mahindra & Mahindra Financial Services Limited

	30 September 2023		31 March 2023	
	Non-current	Current*	Non-current	Current*
(a) UCO Bank Limited	1,000	1,000	1,000	1,000
(a) Chaitanyashyam Investments and Finance Company Limited	1,000	1,000	1,000	1,000
(a) Mahindra & Mahindra Financial Services Limited	1,000	1,000	1,000	1,000
	3,000	3,000	3,000	3,000

10B. Current borrowings
Secured (at amortised cost)
Cash Credit

(a) Axis Bank Limited
 (a) State Bank of India
 (a) MFC First class
 (a) Working Capital Demand Loan - JP Morgan
 Cash credit
 Others
 (b) Current maturities of long-term borrowings

	30 November 2023	30 September 2023	31 March 2023
(a) Axis Bank Limited	2,240	2,240	2,240
(a) State Bank of India	972	972	972
(a) MFC First class	1,000	1,000	1,000
(a) Working Capital Demand Loan - JP Morgan	1,500	1,500	1,500
Cash credit			
Others			
(b) Current maturities of long-term borrowings	11,513	11,129	11,513
	17,225	17,241	17,225



CERTIFIED TRUE COPY

16. Trade payables

Forwards Bank of Malaya Berhad (Singapore branch)
(“Bank”) (100% owned by the Company)

Refer to financial statements for the year ended 30 November 2023

All amounts in million Ringgit unless otherwise stated

11. Trade payables

Total outstanding dues to other companies and other companies (refer note 34)
Total outstanding dues of creditors other than other companies and other companies
Dues to related parties (refer note 35)

	30 November 2023	30 September 2023	31 March 2023
Total outstanding dues to other companies and other companies (refer note 34)	1,410	1,410	1,452
Total outstanding dues of creditors other than other companies and other companies	3,311	3,311	3,171
Dues to related parties (refer note 35)	1,585	1,155	794
	11,461	10,461	9,398

12. Other financial liabilities

Non-current

At fair value through profit and loss

Options available to be repurchased (refer note 10)

Total non-current other financial liabilities

	30 November 2023	30 September 2023	31 March 2023
Options available to be repurchased (refer note 10)	2,194	2,194	2,194
Total non-current other financial liabilities	2,194	2,194	2,194

Current

At amortised cost

Capital creditors

Security deposit payable**

Interest loaned and due

Interest received but not due

Retention monies receivable

Dividends receivable from other companies available (refer note 34)

	30 November 2023	30 September 2023	31 March 2023
Security deposit payable**	365	1,000	1,000
Interest loaned and due	1,325	1,325	3,240
Interest received but not due	11	11	11
Retention monies receivable	473	473	476
Dividends receivable from other companies available (refer note 34)	142	142	142
	6,216	5,797	5,669

13. Deferred tax liabilities (net)

Deferred tax liabilities (net)

MAF credit entitlement (refer note 27)

	30 November 2023	30 September 2023	31 March 2023
Deferred tax liabilities (net)	9,020	9,020	9,020
MAF credit entitlement (refer note 27)	(2,691)	(3,515)	(4,552)
	6,329	5,505	4,468

14. Liabilities for current tax assets

Provision for interest on advance tax

	30 November 2023	30 September 2023	31 March 2023
Provision for interest on advance tax	430	204	281
	430	204	281

15. Government grants

Non-current

Grants receivable

Loss recognized in statement of profit and loss

Current balance

	30 November 2023	30 September 2023	31 March 2023
Grants receivable	121	95	148
Loss recognized in statement of profit and loss	129	11	11
Current balance	250	106	159

16. Provisions

Non-current

Provision for employee benefits

- Gratuity (refer note 30)

- Compensated absences

Other provisions

- Provision for replacement of assets under long-term concession

- Provision for capping

- Provisions for past closure

	30 November 2023	30 September 2023	31 March 2023
Provision for employee benefits	995	209	209
- Gratuity (refer note 30)	207	209	209
- Compensated absences	788	0	0
Other provisions	194	194	194
- Provision for replacement of assets under long-term concession	194	194	194
- Provision for capping	0	0	0
- Provisions for past closure	0	0	0
	6,756	6,483	4,968

Current

Provision for employee benefits

- Gratuity (refer note 30)

- Compensated absences

Other provisions

- Provision for capping obligation

- Provision for vacation

- Provision for replacement of assets under long-term concession

	30 November 2023	30 September 2023	31 March 2023
Provision for employee benefits	135	135	135
- Gratuity (refer note 30)	231	194	194
- Compensated absences	0	0	0
Other provisions	1,402	1,402	2,115
- Provision for capping obligation	1,402	1,402	2,115
- Provision for vacation	0	111	0
- Provision for replacement of assets under long-term concession	0	0	0
	2,044	2,042	2,250

17. Other liabilities

Non-current

Contract liability

- Deferred income

	30 November 2023	30 September 2023	31 March 2023
Contract liability	933	961	1,047
- Deferred income	933	961	1,047

Current

Contract liability

- Advances from customers**

- Advances from customers related parties

- Deferred income

- Deferred revenue

Supplier dues payable

	30 November 2023	30 September 2023	31 March 2023
Contract liability	1,665	1,672	2,213
- Advances from customers**	1,665	1,672	2,213
- Advances from customers related parties	0	0	0
- Deferred income	162	162	162
- Deferred revenue	10	10	10
Supplier dues payable	244	853	230
	2,081	2,317	2,625



CERTIFIED TRUE COPY

Re Sustainability Limited
 (Formerly known as Ramky Enviro Engineers Limited)
 (CIN:U74140TG1994PLC013831)
 Notes to financial statements for the year ended 30 November 2023
 (All amounts in Indian Rupees in lakhs unless stated otherwise)

18. Revenue from contracts with customers

	30 November 2023	30 September 2023	31 March 2023
Rendering of services			
- Revenue from waste disposal activities	30,127	23,012	41,160
- Revenue from commercial and conservancy services	-	-	7
- Revenue from turnkey contracts	228	137	792
- Revenue from consultancy and other services	962	867	3,367
- Revenue from service concession activity	4	3	3
- Revenue from sale of goods	97	93	39
	31,415	24,162	45,361

19. Other income

	30 November 2023	30 September 2023	31 March 2023
Interest income on			
- Loan to related party	2,732	2,039	3,184
- Bank and other deposits	226	221	438
- Interest income (using the effective interest method)	255	191	356
- Others	44	44	1
Liabilities no longer required written back	337	-	62
Foreign exchange gain (net)	44	31	1
Gain on slump sale of an undertaking	-	-	-
Profit on sale of property, plant and equipment	17	-	23
Appropriation of government grants	5	-	7
Profit on sale of investments	-	-	290
Dividend income	-	-	-
Insurance claims	5	-	1
Other non-operating income	2,500	-	114
	6,213	2,534	4,480



CERTIFIED TRUE COPY

Re Sustainability Limited
 (Formerly known as Ramky Enviro Engineers Limited)
 (CIN:U74140TG1994PLC018833)
 Notes to financial statements for the year ended 30 November 2023
 (All amounts in Indian Rupees in lakhs unless stated otherwise)

20. Cost of raw material and components consumed

	30 November 2023	30 September 2023	31 March 2023
Inventory at the beginning of the year		1,934	1,228
Add: Purchases during the year	2,623	1,387	4,081
Less: Inventory at the end of the year		(1,239)	(1,954)
	2,623	2,102	3,355

21. Construction expenses

	30 November 2023	30 September 2023	31 March 2023
Construction cost on service concession activity	4	3	3
	4	3	3

22. Employee benefit expense

	30 November 2023	30 September 2023	31 March 2023
Salaries, allowances and wages	5,096	3,319	6,182
Contribution to provident fund and other funds	202	151	314
Staff welfare expenses	216	148	295
Gratuity expense	69	51	100
Share-based payment expenses (refer note 31)	117	38	176
	5,700	4,348	7,367

23. Finance costs

	30 November 2023	30 September 2023	31 March 2023
Interest on debt and borrowings	362	568	542
Interest expenses (using the effective interest method)	339	254	623
Interest others	86	66	290
Bank charges	38	52	128
	1,345	940	1,593

24. Depreciation and amortization expense

	30 November 2023	30 September 2023	31 March 2023
Depreciation of property plant and equipment (note 3A)	1,893	1,279	2,803
Amortization of intangible assets (note 3C)	162	121	266
Depreciation of Right-of-use assets (note 3E)	167	123	240
	2,222	1,623	3,319



CERTIFIED TRUE COPY

Re Sustainability Limited
(Formerly known as Ranky Enviro Engineers Limited)
(CIN: L74140TG1994PLC019833)

Notes to financial statements for the year ended 30 November 2023
(All amounts in Indian Rupees in lakhs unless stated otherwise)

13. Other expenses

	30 November 2023	30 September 2023	31 March 2023
Sub contract expenses	607	564	3,174
Labour contract charges	2,126	1,563	2,853
Power and fuel	1,492	1,152	1,783
Transport charges	2,006	1,542	2,884
Repairs and maintenance			
- Plant and machinery	397	316	315
- Others	1,733	1,297	2,432
Hire charges	766	612	1,175
Capping for land fill (refer note 16)	459	339	634
Post closure maintenance expenses (refer note 16)	198	144	261
Incineration expenses (refer note 16)	-	14	831
Security charges	320	161	306
Rates and taxes	199	179	373
Legal and professional charges	1,194	863	1,632
Travelling and conveyance	304	646	1,065
Rent	85	64	153
Insurance	834	619	1,129
Donations	-	-	-
CSR Expenditure	237	177	131
Advertisement and business promotion	153	99	143
Communication expenses	52	42	92
Printing and stationary	21	16	33
Office maintenance	148	110	161
Membership & subscription	51	43	106
Bad debts - advances written off	5	5	-
Loss on sale of fixed assets (net)	53	53	-
Provision for doubtful trade receivables and advances	846	711	-
Payment to auditors (refer details below)	75	56	108
Miscellaneous expenses	111	86	210
	14,879	14,475	22,190



CERTIFIED TRUE COPY



Mumbai Waste Management Limited
(CIN: U90001GJ2001PLC037829)

Balance Sheet as at 30 November 2023

(All amounts in Indian Rupees in lakhs, except for share data or as otherwise stated)

Particulars	As at	As at	As at
	30 November 2023	30 September 2023	31 March 2023
Assets			
Non-current assets			
Property, plant and equipment	6,293	6,316	6,082
Capital work in progress	3,043	2,901	2,334
Intangible assets	15	16	19
Right-of-use assets	9	10	-
Financial assets			
(i) Investments	53,100	53,100	53,100
(ii) Loans	37,518	36,819	34,763
(iii) Other financial asset	2,275	2,270	1,718
Non-current tax assets	106	560	73
Other assets	452	309	238
	1,02,913	1,02,570	98,917
Current assets			
Inventories	216	266	301
Financial assets			
(i) Loans	15,353	11,420	4,974
(ii) Trade receivables	6,979	6,704	6,345
(iii) Cash and cash equivalent	436	1,173	135
(iv) Bank balance other than (iii) above	3	3	17
(v) Other financial asset	112	112	93
Other assets	6,579	6,360	4,553
	29,678	26,038	16,918
Total assets	1,32,591	1,28,608	1,15,835
Equity and liabilities			
Equity			
Equity share capital	499	499	499
Other equity	1,11,574	1,08,433	99,197
	1,12,073	1,08,932	99,696
Non-current liabilities			
Contract liabilities			
Financial liabilities			
(i) Borrowings	913	915	915
(ii) Lease liabilities	9	10	-
Provisions	1,478	1,414	1,227
Deferred tax liabilities (net)	729	738	729
	3,128	3,127	3,871
Current liabilities			
Financial liabilities			
(i) Borrowings	4,602	5,679	30
(ii) Lease liabilities	-	-	-
(iii) Trade payables			
- total outstanding dues of micro and small enterprises	-	426	468
- total outstanding dues of creditors other than micro and small enterprises	6,194	2,916	4,910
(iv) Other financial liabilities	4,225	4,276	4,089
Liabilities for current tax (net)	-	-	1,438
Provisions	1,323	1,322	1,410
Other liabilities	741	901	943
	17,090	16,549	13,268
Liabilities directly associated with the assets classified as held for sale			
Total equity and liabilities	1,32,591	1,28,608	1,15,835

Summary of significant accounting policies

The accompanying notes referred to shall form an integral part of the financial statements

For and on behalf of Board of Directors of
Mumbai Waste Management Limited

Pankaj Maharaj
Director
DIN: 00135140

Somnath Malgar
Whole time Director
DIN: 08241907

Place: Hyderabad
Date: 15/01/2024

Place: Hyderabad
Date:

CERTIFIED TRUE COPY

Mumbai Waste Management Limited
(CIN:U90001PG2001PLC037829)


Statement of Profit and Loss for the period ended 30 November 2023

(All amounts in Indian Rupees in lakhs, except for share data or as otherwise stated)

Particulars	For period ended 30 November 2023	For period ended 30 September 2023	For Year Ended 31 March 2023
Income			
Revenue from contracts with customers	23,624	16,937	38,963
Other income	2,949	2,160	5,192
Total income (I)	26,573	19,097	44,155
Expenses			
(Increase) / decrease in inventories of finished goods	-	-	-
Construction expenses	-	-	-
Employee benefits expense	1,038	764	1,288
Finance costs	235	140	414
Depreciation expenses	920	682	1,165
Other expenses	8,593	5,818	14,503
Total expense (II)	10,786	7,404	17,370
Profit before tax (III = I - II)	15,787	11,693	26,785
Tax expense			
Current tax	3,112	2,458	6,809
Less: MAT credit entitlement	-	-	-
Adjustment of tax relating to earlier periods	-	-	(3)
Deferred tax	-	-	790
Total tax expense (IV)	3,112	2,458	7,594
Profit for the year (V=III-IV)	12,675	9,235	19,191
Summary of significant accounting policies			

The accompanying notes referred to above form an integral part of the financial statements.

For and on behalf of Board of Directors of
Mumbai Waste Management Limited


Pankaj Maharaj
Director
DIN: 00135140


Somnath Malgar
Whole time Director
DIN: 08241507

Place: Hyderabad
Date: 15.01.2024

Place: Hyderabad
Date:

CERTIFIED TRUE COPY



Mumbai Waste Management Limited
(CIN: U00142MH1994PLC017629)
Statement of Cash Flows for the period ended 30 November 2023
 * All amounts in Indian Rupees (₹) unless otherwise stated

Particulars	For the period ended 30 November 2023	For the year ended 31 March 2023
A. Cash flows from operating activities		
Profit before tax	15,787	26,785
Adjustments to reconcile profit before tax to net cash flows:		
Depreciation expense	902	1,160
Provision for doubtful receivables and advances	(221)	416
Loss on sale of property, plant and equipment	-	(177)
Revenue from construction activities	-	-
Construction expenses	-	-
Deferred income arising from government grant	-	-
Gain on investments in liquid funds (quoted)	-	-
Liabilities no longer required written back	(36)	-
Financial guarantee income	-	-
Other non-operating income	-	-
Bad debts - advances written-off	-	-
Capital work in progress written off	-	-
Employee stock option scheme (deferred tax)	-	-
Interest expense	(39)	41
Interest income	(1,147)	(5,120)
Operating profit (before changes in assets and liabilities)	14,635	28,652
Adjustments for changes in working capital:		
Inventories	33	(196)
Trade receivables	(112)	(1,007)
Other financial assets	(589)	(102)
Other assets	(1,026)	(2,378)
Trade payables	552	2,259
Other financial liabilities	428	17
Provisions for employee benefits	35	2
Other provisions	6	282
Other liabilities	(494)	(1,317)
Cash generated from operating activities	13,341	23,216
Income tax paid (net of refund)	(4,113)	(5,591)
Net cash flows from operating activities (A)	8,928	17,625
B. Cash flows from investing activities		
Inter corporate deposit given	-	-
Inter corporate deposits redeemed	(7,852)	(9,367)
Inter corporate deposits given	(2,499)	(2,762)
Sale of Property, plant and equipment	-	-
Purchase of Property, plant and equipment	(1,915)	(2,703)
Proceeds from sale of assets classified as held for sale	-	-
Sale of investments	-	(24,304)
Investment in fixed deposits	24	(3)
Dividend received	-	-
Interest received	(713)	34
Net cash flows used in investing activities (B)	(13,195)	(39,065)
C. Cash flows from financing activities		
Repayment of borrowings	5,146	(94)
Proceeds from Inter corporate Deposits	-	5,317
Repayment of Inter corporate Deposits	(504)	(4,466)
Interest paid	(57)	(101)
Net cash flows used in financing activities (C)	4,585	408
Net decrease in cash and cash equivalents (A+B+C)	308	(634)
Cash and cash equivalents at the beginning of the year	415	781
Cash and cash equivalents at the end of the year	416	135

as the above Statement of Cash Flow has been prepared under the "Indirect Method" as set out in the Indian Accounting Standard (Ind AS-7) - Statement of Cash Flow

	30 November 2023	31 March 2023
(i) Cash and cash equivalents comprises of		
Cash on hand	1	1
Balances with banks (Refer Note 4E)		
- Current accounts	415	134
Cash and cash equivalent as per balance sheet	416	135

Notes on significant accounting policies

Page 13

The accompanying notes are an integral part of the financial statements.

For and on behalf of Board of Directors
 Mumbai Waste Management Limited

(Signature)
 Pratik Mahapatra
 Director
 DIN: 00112334

(Signature)
 Suresh Mahapatra
 Director
 DIN: 00112334

Place: Maharashtra
 Date: 30/11/2023



CERTIFIED TRUE COPY

Mumbai Waste Management Limited
 Email: info@mwml.com

Mumbai Waste Management Limited

(CIN:U90001TG2001PLC037829)

Notes to financial statements for the period ended 30 November 2023

(All amounts in Indian Rupees in lakhs, except for share data or as otherwise stated)

	30 November 2023	30 September 2023	31 March 2023
Investments			
Non current investments	53,100	53,100	53,100
	53,100	53,100	53,100
Right-of-use Assets			
Right-of-use Assets	0	10	
	0	10	

	30 November 2023	30 September 2023	31 March 2023
4B. Loans - Unsecured and considered good unless otherwise stated			
Non current			
Loan receivable considered good - Unsecured			
Financial asset component of investments	2,874	2,874	2,728
Intercompany deposits to related parties* (Refer Note 29)	34,644	33,955	32,035
Loan receivable - credit impaired			
Financial asset component of investments	476	-	534
Less: allowance for doubtful loans	(476)	-	(534)
	37,518	36,829	34,763
	37,518	36,829	34,763
Current			
Inter company deposits to related parties *(Refer Note 29)	15,353	11,420	4,974
	15,353	11,420	4,974

	30 November 2023	30 September 2023	31 March 2023
4C. Other financial assets (Unsecured and considered good)			
Non current			
Security deposits	235	237	90
Earnest money deposits	32	35	35
On current accounts (escrow accounts)	2	292	58
Deposit with remaining maturity more than 12 months*	1,993	1,705	1,523
Unsecured, considered good			
Others	13	11	12
	2,275	2,270	1,718
Current			
Retention money receivable	26	26	24
Interest accrued on fixed deposits	86	86	69
	112	112	93

	30 November 2023	30 September 2023	31 March 2023
4D. Trade receivables			
Current			
Unsecured, considered good			
- Related Parties	719	519	183
- Others	6,260	6,185	6,662
Trade receivables which have significant increase in credit risk			
Unsecured, considered doubtful	1,492	1,537	1,515
Receivables from an associate (Note 43)			
	8,471	8,241	8,360
	(1,492)	(1,537)	(1,515)
	6,979	6,704	6,845

100% Allowance for Expected Credit Loss
CERTIFIED TRUE COPY



Mumbai Waste Management Limited

(CIN:U90001TG2001PLC037829)

Notes to financial statements for the period ended 30 November 2023

(All amounts in Indian Rupees in lakhs, except for share data or as otherwise stated)

4E. Cash and cash equivalents

	30 November 2023	30 September 2023	31 March 2023
Cash on hand	1	1	1
Balances with banks:			
On current account	435	1,172	134
On cash credit account	2	2	2
Deposit with original maturity of less than 3 months			
	<u>436</u>	<u>1,173</u>	<u>135</u>

4F. Bank balance other than cash and cash equivalent

Current

Balance with banks:

Other Bank Balances

Deposit with remaining maturity less than 12 months

	30 November 2023	30 September 2023	31 March 2023
	3	3	37
	<u>3</u>	<u>3</u>	<u>37</u>

5. Inventories (valued at lower of cost and net realisable value)

	30 November 2023	30 September 2023	31 March 2023
Raw materials, tools and spares	216	266	301
Finished goods	2	2	2
	<u>216</u>	<u>266</u>	<u>301</u>

6. Deferred tax assets

Deferred tax asset (net) (refer note 24)

	30 November 2023	30 September 2023	31 March 2023
		59	
		<u>59</u>	

6A. Non-Current Tax assets

Advance income tax (net of provision for income tax)

	30 November 2023	30 September 2023	31 March 2023
	106	560	73
	<u>106</u>	<u>560</u>	<u>73</u>

7. Other assets (Unsecured and considered good unless otherwise stated)

Non-current

Capital advances

	30 November 2023	30 September 2023	31 March 2023
	452	309	228
	<u>452</u>	<u>309</u>	<u>228</u>

Contract Assets

- Unbilled revenue

- Unbilled revenue Inter Company

Impairment allowance Doubtful asset

			2,734
	3,295	4,430	
	<u>3,295.00</u>	<u>4,430.00</u>	<u>2,734.00</u>

Current

Advances to supplier and service providers

Less: Provision for doubtful advances

	2,925	1,503	1,737
	(50)	(50)	(50)
	<u>2,875</u>	<u>1,453</u>	<u>1,737</u>

Advance to employees

Balances with government authority

Prepaid expenses

	39	28	24
	260	296	21
	110	153	37
	<u>6,579</u>	<u>6,360</u>	<u>4,553</u>

CERTIFIED TRUE COPY



Mumbai Waste Management Limited
(CIN:U90001TG2001PTC037829)

Notes to financial statements for the period ended 30 November 2023

(All amounts in Indian Rupees in lakhs, except for share data or as otherwise stated)

10. Borrowings

10A. Non Current borrowings

Unsecured

Loans From related party

Intercompany deposit from holding company * (Refer Note 29)

	30 November 2023	30 September 2023	31 March 2023
	915	915	915
	912	915	915

10B. Current borrowings

Secured (at amortized cost)

Cash credit - JP Morgan Chase

***Vehicle loans from banks**

(a) ICICI Bank Limited

(b) Kotak Mahindra Bank limited

Vehicle loans from others

Cholamandalam Investment and Finance Company Limited

	30 November 2023	30 September 2023	31 March 2023
	5,206	5,738	-
			21
	3	3	70
			4
	(607)	(63)	
	4,602	5,678	(64)

Unsecured

Loan from related party

Intercompany deposit from holding company * (Refer Note 29)

Current maturities of long term borrowings

10C. Lease liabilities

Non current

Lease liabilities (refer Note 3C)

	30 November 2023	30 September 2023	31 March 2023
	9	10	
	9	10	

11. Trade payables

Total outstanding dues to micro enterprises and small enterprises (refer note 30)

Total outstanding dues of creditors other than micro enterprises and small enterprises.

Total outstanding dues of related parties

	30 November 2023	30 September 2023	31 March 2023
		426	468
	4,960	3,927	4,905
	1,234	9	5
	6,194	4,362	5,378

12. Other financial liabilities (at amortised cost)

Current

Capital creditors*

Security deposit payable*

Interest accrued but not due on borrowings

Retention money payable *

Interest on MSME Payable (Refer Note 30)

	30 November 2023	30 September 2023	31 March 2023
	130	185	502
	3,595	3,580	3,442
	15	15	1
	458	469	117
	27	27	27
	4,225	4,276	4,089

13. Deferred tax liabilities (net)

Deferred tax liabilities (net) (Refer Note 24)

	30 November 2023	30 September 2023	31 March 2023
	729	788.00	729.00
	729	788.00	729.00

CERTIFIED TRUE COPY



Mumbai Waste Management Limited
(CIN: U90001G2001PLC037829)

Notes to financial statements for the period ended 30 November 2023

(All amounts in Indian Rupees in lakhs, except for share data or as otherwise stated)

14. Liabilities for current tax (net)

Provision for taxes (net of advance tax)

30 November 2023	30 September 2023	31 March 2023
-	-	1,433
-	-	1,438

15. Provisions

Non current

Provision for employee benefits

- Gratuity (refer note 27)
- Compensated absences

Other provisions

- Capping obligations
- Post closure obligations

30 November 2023	30 September 2023	31 March 2023
123	119	107
57	57	57
675	635	522
623	603	541
1,478	1,414	1,227

Current

Provision for employee benefits

- Gratuity (refer note 27)
- Compensated absences

Other provisions

- Capping obligations
- Incineration

33	33	33
41	37	22
1,220	1,220	1,220
34	42	135
1,328	1,332	1,410

16. Other liabilities

Current

Contract liability

- Advances from customers*

Statutory dues payables

30 November 2023	30 September 2023	31 March 2023
196	450	577
545	451	366
741	901	943

CERTIFIED TRUE COPY



Mumbai Waste Management Limited
(CIN:U90001TG2001PLC037829)

Notes to financial statements for the period ended 30 November 2023

(All amounts in Indian Rupees in lakhs, except for share data or as otherwise stated)

17. Revenue from Contract with customers

Rendering of services

Revenue from waste disposal activities	19,519	14,521	30,837
- Revenue from commercial and conservancy services			
- Revenue from turnkey contracts	4,105	2,416	7,503

Other operating revenues

Other operating revenues			573
	<u>23,624</u>	<u>16,937</u>	<u>38,963</u>

18. Other income

Interest income on

Loan to related party (Refer Note 29)	2,697	1,994	4,356
Bank and other deposits	53	44	42
Interest income (using the effective interest method) (Refer Note 29)	146	109	202
Liabilities no longer required written back	36	-	-
Net gain on sale of property, plant and equipment	-	-	25
Profit on sale of investments	-	-	51
Other non-operating income	17	13	16

	<u>For period ended</u> <u>30 November 2023</u>	<u>For period ended</u> <u>30 September 2023</u>	<u>For Year Ended</u> <u>31 March 2023</u>
	<u>23,624</u>	<u>16,937</u>	<u>38,963</u>

	<u>30 November 2023</u>	<u>30 September 2023</u>	<u>31 March 2023</u>
	2,949	2,160	5,192

19. Employee benefit expense

Salaries, allowances and wages	847	623	1,053
Contribution to provident fund	44	33	56
Managerial remuneration	-	-	-
Staff welfare expenses	126	93	149
Gratuity expense (refer note 27)	19	14	27
Employee stock option scheme (refer note 13)	2	1	3

	<u>30 November 2023</u>	<u>30 September 2023</u>	<u>31 March 2023</u>
	<u>1,038</u>	<u>764</u>	<u>1,288</u>

20. Finance costs

Interest on borrowings	154	76	47
Interest on loan from related parties (refer Note 29)	-	-	5
Interest expenses (using the effective interest method)	68	51	159
Interest on delayed payment of income tax	-	-	-
Interest others	12	12	211
Other borrowing cost	-	-	-
Bank charges	1	1	1
Interest expenses on MSMED	-	-	-

	<u>30 November 2023</u>	<u>30 September 2023</u>	<u>31 March 2023</u>
	<u>235</u>	<u>140</u>	<u>414</u>

21. Depreciation expense

Depreciation of property, plant and equipment (refer note 3A)	912	676	1,160
Amortisation of intangible assets	8	6	5

	<u>30 November 2023</u>	<u>30 September 2023</u>	<u>31 March 2023</u>
	<u>920</u>	<u>682</u>	<u>1,165</u>

CERTIFIED TRUE COPY



Mumbai Waste Management Limited

(CIN: L90001 CG2001 PL C037829)

Notes to financial statements for the period ended 30 November 2023

(All amounts in Indian Rupees in lakhs, except for share data or as otherwise stated)

22. Other expenses

	30 November 2023	30 September 2023	31 March 2023
Consumption of stores and spares	397	336	524
Sub contract expenses	4,170	2,476	7,430
Labour contract charges	1,320	988	1,683
Power and fuel	825	607	831
Transport charges	214	136	243
Repairs and maintenance			
- Plant and machinery	221	162	266
- Vehicle	230	138	432
- Others	43	35	36
Royalty	34	29	22
Hire charges	168	122	207
Capping for land fill (refer note 15)	131	97	134
Post closure maintenance expenses (refer note 15)	37	38	48
Incineration expenses (refer note 15)	-	-	1,114
Security charges	144	105	201
Other operating expenses	-	-	-
Rates and taxes	61	33	37
Legal and professional charges	108	77	133
Travelling and conveyance	64	48	95
Rent	5	4	14
Insurance	20	15	17
Donations	-	-	-
CSR expenses (Refer Note (ii) below)	327	245	378
Advertisement and business promotion	-	-	-
Communication expenses	12	4	20
Consultancy Charges	-	-	-
Printing and stationery	13	8	15
Office maintenance	28	21	37
Provision for doubtful trade receivables and advances	(22)	23	416
Payment to auditors (refer details below)	7	5	10
Miscellaneous expenses	36	31	38
	8,593	5,818	14,503

CERTIFIED TRUE COPY



Handwritten signature



Ramky Sustainability Solutions Private Limited

Balance Sheet as at 30 November 2023

(All amounts in Indian Rupees in lakhs, except for share data or as otherwise stated)


	Notes	As at 30 November 2023
Assets		
Current assets		
Financial assets		
(i) Cash and cash equivalent	2	0.10
		<u>0.10</u>
Total assets		<u><u>0.10</u></u>
Equity and liabilities		
Equity		
Share capital	3	0.10
Other equity	4	(0.30)
Total equity		<u><u>(0.20)</u></u>
Current liabilities		
Financial liabilities		
(i) Trade payables	5	
-total outstanding dues of micro and small enterprises		
-total outstanding dues of creditors other than micro and small enterprises		0.30
		<u>0.30</u>
Total equity and liabilities		<u><u>0.10</u></u>

The accompanying notes referred to above form an integral part of the financial statements.

As per our report attached of even date.



For and on behalf of the Board of Directors of
Ramky Sustainability Solutions Private Limited


Vijayakumar
Director


Sanikommu Srikanth Reddy
Director

CERTIFIED TRUE COPY



Place: Hyderabad

Date: 10.01.2024

Ramky Sustainability Solutions Private Limited
Statement of Profit and Loss for the period from 16 August 2023 to 30 November 2023
 (All amounts in Indian Rupees in lakhs, except for share data or as otherwise stated)

	Notes	For the period 16 August 2023 to 30 November 2023
Income		
Revenue from contracts with customers		.
Total income (I)		.
Expenses		
Finance costs	6	0.00
Other expenses	7	0.30
Total expense (II)		0.30
Profit/(loss) before tax (III= I-II)		(0.30)
Tax expense		
Deferred tax		.
Total tax expense (IV)		.
Profit/ (loss) for the period (V=III-IV)		(0.30)
Other comprehensive income		
<i>Items that will not be reclassified to profit or loss</i>		
Re-measurement (losses) gains on defined benefit plans		.
Income tax effect		.
Net other comprehensive income not to be reclassified to profit or loss in subsequent periods		.
Other comprehensive income for the period (net of tax) (VI)		.
Total comprehensive income for the period (net of tax) (VII=V+VI)		(0.30)
Earnings per equity share of face value of 10 each		
Basic and diluted earnings per share		(3.01)

The accompanying notes referred to above form an integral part of the financial statements.
 As per our report attached of even date.



For and on behalf of the Board of Directors of
 Ramky Sustainability Solutions Private Limited


 Isaac Wesley Vijayakumar
 Director


 Sandeepa Srikanth Reddy
 Director

Place: Hyderabad
 Date: 18.01.2024

CERTIFIED TRUE COPY



Ramky Sustainability Solutions Private Limited
 Statement of Cash Flows for the period from 16 August 2023 to 30 November 2023
 (All amounts in Indian Rupees in lakhs, except for share data or as otherwise stated)

	For the period 16 August 2023 to 30 November 2023
A. Cash flows from operating activities	
Profit (loss) before tax	(0.30)
<i>Adjustments to reconcile profit before tax to net cash flows:</i>	
Operating profit before changes in assets and liabilities	(0.30)
Working Capital Adjustments	
(Decrease) Increase in trade payables	0.30
Cash generated from operating activities	(0.00)
Income tax paid (net of refund)	-
Net cash flows from operating activities (A)	(0.00)
B. Cash flows from investing activities	
Net cash (used)/from in investing activities (B)	-
C. Cash flows from financing activities	
Proceeds from issuance of equity shares	0.10
Net cash flow generated/(used) in financing activities (C)	0.10
Net increase/(decrease) in cash and cash equivalents (A+B+C)	0.10
Cash and cash equivalents at the beginning of the period	-
Cash and cash equivalents at year end	0.10

a) The above Cash Flow Statement has been prepared under the "Indirect Method" as set out in the Indian Accounting Standard (Ind AS-7) - Statement of Cash Flow

	30 November 2023
b) Cash and cash equivalents comprises of	
Cash on hand	-
Balances with banks	
- Current Accounts	0.10
Cash and cash equivalent as per balance sheet	0.10

The accompanying notes referred to above form an integral part of the financial statements
 As per our report attached of even date



For and on behalf of the Board of Directors of
 Ramky Sustainability Solutions Private Limited

[Signature]
 Issac Wesley Vijayan Kumar
 Director

[Signature]
 Santhosh Srikant Reddy
 Director

Place: Hyderabad
 Date: 18.01.2024

CERTIFIED TRUE COPY



Ramky Sustainability Solutions Private Limited
Notes to financial statements for the year ended 30 November 2023
(All amounts in Indian Rupees in lakhs, except for share data or as otherwise stated)

2. Cash and cash equivalents

Balances with banks
On current accounts

<u>30 November 2023</u>
0.10
0.10

Break up of financial assets carried at amortised cost

Cash and cash equivalent
Total financial assets carried at amortised cost

<u>30 November 2023</u>
0.10
0.10

CERTIFIED TRUE COPY



3 Equity share capital

(i) Authorized share capital
 Equity Share capital
 As at 16 August 2023
 Increase / decrease during the period
 As at 30 November 2023

Equity shares	
Number of shares in lakhs	₹
	100
	10,00

(ii) Issued equity share capital
 Equity Share of ₹. 10 each issued, subscribed and fully paid
 As at 16 August 2023
 Increase / decrease during the period
 As at 30 November 2023

	0.01	0.10
	0.01	0.10

(iii) Rights, preferences and restriction attached to shares:

- a. The Company has only one class of equity shares having par value of ₹. 10/- each. Each equity share holder is entitled to one vote per equity share held. The company declares and pays dividend in Indian rupees. The interim dividend proposed by the board of directors is subject to the approval of the shareholders in the ensuing Annual General Meeting.
- b. In the event of liquidation of the company, the holders of equity shares will be entitled to receive remaining assets of the company, after distribution of all preferential accounts. The distribution will be in proportion to the number of equity shares held by the shareholders.
- c. The details of shares held by shareholder holding more than 5% of shares in the Company

Equity share of ₹. 10 each fully paid up
 100 lakhs

Thursday, November 30, 2023	
Number of shares in lakhs	% of holding
100	100%

(iv) Shares held by the holding company

Equity share of ₹. 10 each fully paid up

Thursday, November 30, 2023	
Number of shares (in lakhs)	% of holding
	Not Applicable

(v) Shares held by the promoter
 As at 30 November 2023

Promoter Name	Class of Equity Shares	No. of shares at the beginning of the year	Change during the year	No. of shares at the end of the year	% of Total Shares	% change during the year
Alla Ishan	Equity shares of ₹. 10 each	100	0	100	100%	0%

4 Other equity



Retained earnings
 Opening balance
 Add: Profit / (Loss) for the period
 Closing balance
 Total other equity


Thursday, November 30, 2023		Total
		0
	(0.30)	(0.30)
	(0.30)	(0.30)
	(0.30)	(0.30)

Nature and purpose of reserves:

Retained earnings
 Retained earnings are the profits/losses (net of appropriations) of the company earned till date, including items of other comprehensive income.

CERTIFIED TRUE COPY

Rauky Sustainability Solutions Private Limited

Notes to financial statements for the year ended 30 November 2023

(All amounts in Indian Rupees in lakhs, except for share data or as otherwise stated)

5 Trade payables

- Total outstanding dues to micro enterprises and small enterprises
- Total outstanding dues of creditors other than micro enterprises and small enterprises

30 November 2023
0.30
0.30

Terms and conditions of the above trade payables

Trade payables are non-interest bearing and are normally settled on 60 day terms.

Trade payable include certain dues to Micro and Small Enterprises, under the Micro, Small and Medium Enterprises Development Act, 2006 that have been determined based on the information available with the company and the required disclosures are given below :

Particulars	Provision for expenses	Not Due	Outstanding for the following periods from the due date of payment*				Total
			<1 year	1-2 years	2-3 years	More than 3 years	
As at 30 November 2023							
Micro Small Medium Enterprises							
- Undisputed Dues							
- Disputed dues							
Other than Micro Small Medium Enterprises							
- Undisputed Dues			0.30				0.30
- Disputed dues							



Break up of financial liabilities carried at amortised cost

Trade payables

30 November 2023
0.30
0.30

CERTIFIED TRUE COPY

Signature  

Signature  

Ranky Sustainability Solutions Private Limited

Statement of Profit and Loss for the period from 16 August 2023 to 30 November 2023

(All amounts in Indian Rupees in lakhs, except for share data or as otherwise stated)

6 Finance Cost

Bank charges

**16 August 2023 to 30
November 2023**

0.00

0.00

7 Other expenses

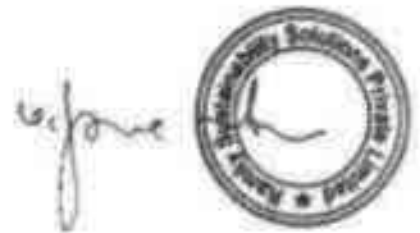
Preliminary expenses

**16 August 2023 to 30
November 2023**

0.30

0.30

CERTIFIED TRUE COPY



**NATIONAL COMPANY LAW TRIBUNAL,
HYDERABAD BENCH, HYDERABAD
CA (CAA) No.08/230/2024**

In the matter of the Composite Scheme of Arrangement and Amalgamation between Re Sustainability Limited, Mumbai Waste Management Limited and Ramky Sustainability Solutions Private Limited and their respective shareholders and creditors:

BETWEEN

RE SUSTAINABILITY LIMITED,

A company incorporated under the provisions of the Companies Act, 1956,
and having its registered office at Level 11B, Aurobindo Galaxy,
Hyderabad Knowledge City, Hitech City Road,
Hyderabad, Telangana, 500 081

... Applicant Company / Amalgamated Company

AND

MUMBAI WASTE MANAGEMENT LIMITED,

A company incorporated under the provisions of the Companies Act, 1956
and having its registered office at Level 11B, Aurobindo Galaxy,
Hyderabad Knowledge City, Hitech City Road,
Hyderabad, Telangana, 500 081

... Amalgamating Company

AND

RAMKY SUSTAINABILITY SOLUTIONS PRIVATE LIMITED

A company incorporated under the provisions of the Companies Act, 2013
and having its registered office at 15th Floor Ramky Grandios, Opp. Aphb,
Anjaiah Nagar Gachibowli Seri Lingampally K.V. Rangareddy TG 500 032

... Resulting Company

**FORM MGT - 11
PROXY FORM**

(Pursuant to Section 105(6) of the Companies Act, 2013 and Rule19(3) of the Companies (Management and Administration) Rules, 2014)

Name of the Preference Shareholder(s)

Registered Address

Email ID

Folio No.

I/We, being the holder(s) of

A. Name : Preference Shares of Re Sustainability Limited, hereby appoint :

Address :

E-mail id :

Signature

B. Name : ; or failing him/her

Address :

E-mail id :

Signature

C. Name : ; or failing him/her

Address :

E-mail id :

Signature :

as my/our proxy to attend and vote (on a poll) for me/us and on my/our behalf at the meeting of the Preference Shareholders of Re Sustainability Limited convened pursuant to an Order dated May 6, 2024 (read with corrigendum dated May 9, 2024) of Hon'ble National Company Law Tribunal Hyderabad Bench, to be held on **Thursday, July 4, 2024 at 11.00 am.at Avasa, Madhapur - Survey No. 64, 15, 24, 25 & 26, Hitech City Rd, HUDA Techno Enclave, HITEC City, Hyderabad, Telangana 500081** and at any adjournment thereof in respect of such resolutions as are indicated below:

Sr. No	Resolutions	Vote (Optional) (Please put a (^) mark	
		For	Against
1.	Approval of the arrangement between Re Sustainability Limited, Mumbai Waste Management Limited, and Ramky Sustainability Solutions Private Limited, pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, Section 2(1B), 2(19AA), 2(19AAA), 2(41A), conditions, if any, notified under sub-section (5) of Section 72A of the Income Tax Act, 1961 and other relevant provisions of the IT Act		

Signed this _____ day of 2024

Signature of the Member _____

Signature of the Proxy holder(s)

Affix Revenue Stamp

Note:

1. Please affix revenue stamp not less than Re.1 before putting signature.
2. Proxy need not be an Preference Shareholder of the Company.
3. The Proxy Form in order to be effective shall be duly filled in and signed by the Preference Shareholder(s) across Revenue Stamp and should reach the Company's Registered Office at least 48 hours before the commencement of the meeting.
4. Corporate Preference Shareholders intending to send their authorised representative(s) to attend the meeting are requested to send a certified copy of the Board resolution authorizing their representative(s) to attend and vote on their behalf at the meeting.
5. It is optional to indicate your preference. If you leave the for and against column blank against any or all resolutions, your proxy will be entitled to vote in the manner as he/she may think appropriate.
6. In case of multiple proxies, the proxy later in time shall be accepted.
7. No person shall be appointed as a Proxy who is a minor.

RE SUSTAINABILITY LIMITED

Regd. Office : Level 11B, Aurobindo Galaxy, Hyderabad Knowledge City, Hitech City Road, Hyderabad, Hyderabad, Telangana, India, 500081

CIN: U74140TG1994PLC018833

Website : www.resustainability.com

ATTENDANCE SLIP

MEETING OF THE PREFERENCE SHAREHOLDERS OF RE SUSTAINABILITY LIMITED CONVENED BY THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL ON JULY 4, 2024 at 11 AM

Name and Address of the First/ Sole Preference Shareholder

Authorized Representative/Proxy Holder

Folio No

No of Shares

I Certify that I am an Preference Shareholder/ proxy/ authorized representative for the Preference Shareholder of the Company

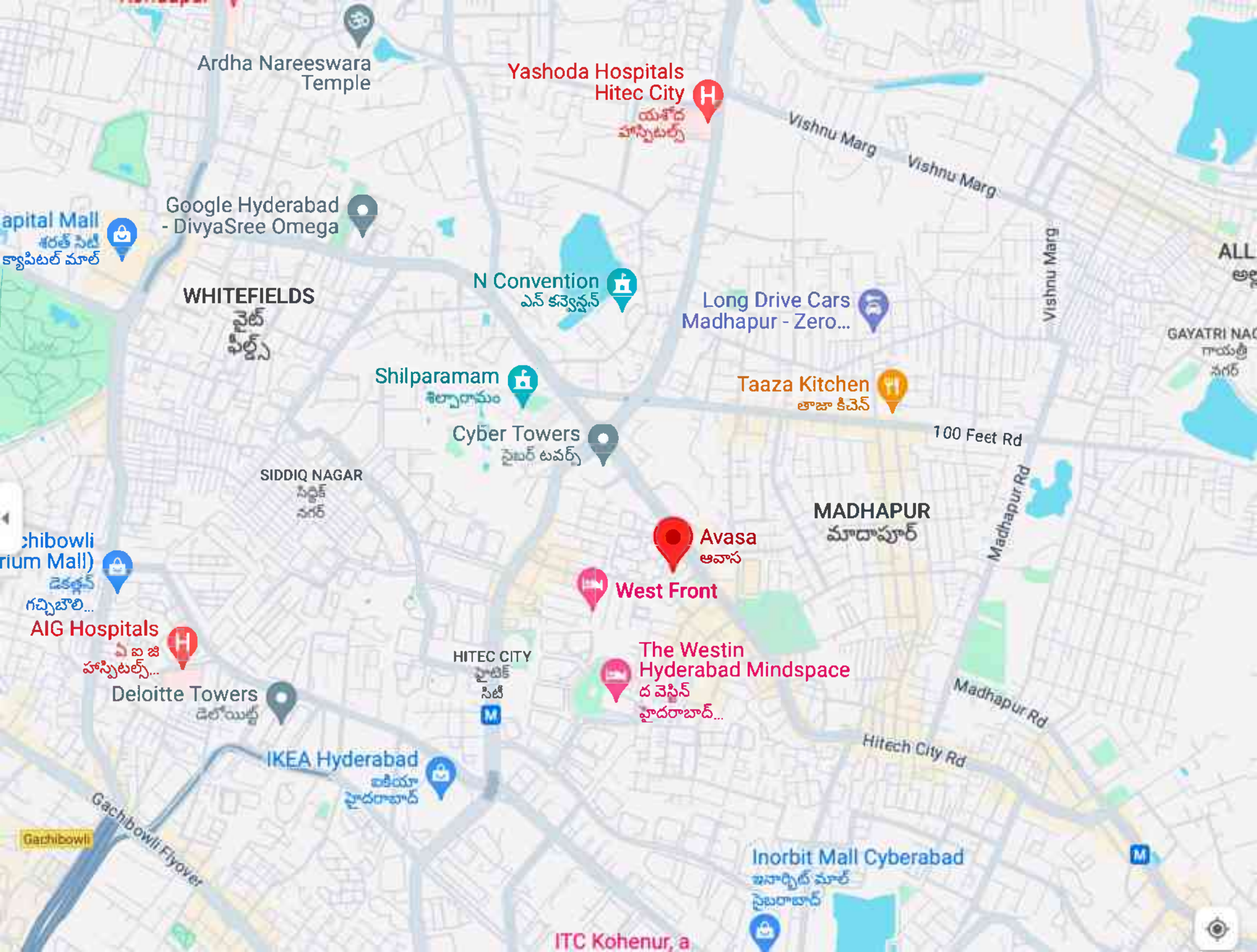
I hereby record my presence at the meeting of the Preference Shareholders of Re Sustainability Limited convened pursuant to an order dated May 6, 2024 (read with corrigendum dated May 9, 2024) of Hon'ble National Company Law Tribunal, Hyderabad Bench at U74140TG1994PLC018833 on Thursday, July 4, 2024 at 11.00 am

Name of Member/Proxy (Block Letters)

Signature of the Member/Proxy

Notes:

1. Only Preference Shareholders would be allowed to attend the meeting. No Minors would be allowed at the meeting.
2. The Preference Shareholders, Proxy Holder or the Authorized Representative attending the meeting must bring this attendance slip to the meeting and hand over at the entrance duly signed for admission to the meeting hall.
3. The Preference Shareholders, Proxy Holder or the Authorized Representative are requested to bring their copy of notice of reference at the Meeting.
4. The authorised representative of a body corporate which is a Preference Shareholder of the Company must bring a certified true copy of the Resolution of the board meeting authorizing such representative to attend and vote at the said meeting.



Ardha Nareeswara Temple

Yashoda Hospitals
Hitec City
యశోద హాస్పిటల్స్

Capital Mall
కాపిటల్ మార్ట్

Google Hyderabad
- DivyaSree Omega

WHITEFIELDS
వైట్ ఫీల్డ్స్

N Convention
ఎన్ కన్వెన్షన్

Long Drive Cars
Madhapur - Zero...

Shilparamam
శిల్పారామం

Taaza Kitchen
తాజా కిచెన్

Cyber Towers
సైబర్ టవర్స్

100 Feet Rd

SIDDIQ NAGAR
సిద్దిక్ నగర్

MADHAPUR
మాదాపూర్

Gachibowli
Inorbit Mall)
గచ్చిబౌలి...

Avasa
ఆవాస

West Front

AIG Hospitals
ఎఐఐఐ హాస్పిటల్స్...

The Westin
Hyderabad Mindspace
ద వెస్టిన్
హైదరాబాద్...

Deloitte Towers
డెలోయిట్ టవర్స్

HITEC CITY
హైటెక్ సిటీ

IKEA Hyderabad
ఐకీయా హైదరాబాద్

HITECH CITY Rd

Gachibowli

Gachibowli Flyover

Inorbit Mall Cyberabad
ఇనార్బిట్ మార్ట్ సైబరాబాద్

ITC Kohenu, a