

अभिचरण पश्चिम बंगाल WEST BENGAL

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

KOLKATA BENCH

CP (CAA) No. 1992 / KB / 2019

CA (CAA) No. 1147 / KB / 2019

In the matter of the Companies Act, 2013; Section – 230-232

AND

In the matter of: Tata Global Beverages Ltd.



Certified Copy of the Order dated 08.01.2020 passed by this Bench.

Form No. CAA.7

[Pursuant to section 232 and rule 20]

IN THE NATIONAL COMPANY LAW TRIBUNAL

KOLKATA BENCH

CP (CAA) No.1992/KB/2019

CA (CAA) No.1147/KB/2019

In the matter of:

An application under Section 230 – 232 of the Companies Act, 2013 read with (Compromises, Arrangements and Amalgamations) Rules, 2016

And

In the matter of:

Tata Global Beverages Limited, a Company incorporated under the provisions of the Companies Act, 1956 having its Registered office at 1, Bishop Lefroy Road, Kolkata – 700 020, West Bengal

And

In the matter of:

Tata Global Beverages Limited

.....Applicant/Petitioner

Order Under Sections 230 and 232 of the Companies Act, 2013

1. The above Company Petition coming on for further hearing on the 02nd January, 2020 and upon hearing the advocate appearing for the Petitioners and upon hearing Deputy Director of Regional Directorate, Eastern Region representing the Central Government the final order was passed on the 08th January, 2020. Further the rectified order was passed



on the 13th January, 2020 which is an integral part of the order dated the 08th January, 2020.

2. This Application has been filed under Sec.230(1) and 232(1) of the Companies Act, 2013 in connection with a Scheme of Arrangement for demerger of the Consumer Products Business of Tata Chemicals Limited, hereinafter referred to as the Demerged Company to the Applicant Company, Tata Global Beverages Limited, hereinafter referred to as the Resulting Company under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 in the manner and on the terms and conditions stated in the Scheme of Arrangement. A copy of the Scheme of Arrangement has been annexed with the application as Annexure A.

3. As submitted by the applicant, the object of this application is to ultimately obtain sanction of this Tribunal to a Scheme of Arrangement proposed to be made between the applicant companies and their respective shareholders under the Scheme whereby and whereunder :-

- a) Enable the Resulting Company to expand its presence in the fast moving consumer goods categories in India and abroad;
- b) Result in revenue and cost synergies including from supply chain opportunities, operational improvements, logistics alignment leading to economies of scale, creation of efficiencies and optimization of capital and operational expenditure, leveraging distribution networks, and optimization of overlapping infrastructure;
- c) Enhance the financial profile with higher growth, margin expansion and increased cash flows which will provide further headroom for inorganic growth opportunities in India and abroad;



- d) The shareholders of the Demerged Company will continue to participate in the growth of a larger consumer focused company i.e. the Resulting Company, while continuing to own shares in the Demerged Company which will remain focused on its basic chemistry and specialty products businesses.
- e) The Scheme would be in the best interest of the shareholders of the Demerged Company and the Resulting Company and shall not in any manner be prejudicial to the interests of the concerned shareholders and creditors or general public at large.

4. It is stated in the application that the Board of Directors of the Demerged Company and the Resulting Company have at their respective Board Meetings held on 15/5/2019 by a resolution passed unanimously approved the Scheme of Arrangement. Copy of the Board Resolution is annexed with the application as Annexure H.

5. It appears from the record that the entitlement ratio in consideration for the demerger has been fixed on a fair and reasonable basis and on the basis of the joint Valuation Report of Messrs. SRBC & Co LLP Chartered Accountants and Messrs. Bansi S. Mehta & Co, Chartered Accountants and valuation report of Ms. Ushma Shah, Chartered Accountant and Registered Valuer as per the Companies Act 2013. Copy of the Valuation Report are annexed with the application as Annexure M and N respectively. DSP Merrill Lynch Limited, independent Merchant Bankers have also confirmed that the entitlement ratio is fair and proper.

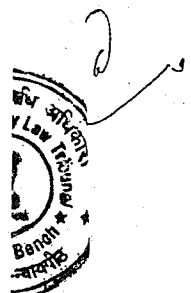


6. It further appears from the record that the copy of report of Auditors of the Demerged Company and the Resulting Company have confirmed that the accounting treatment in the Scheme is in conformity with the accounting standards prescribed under Section 133 of the Companies Act, 2013, copy of which is annexed with the application as Annexure P.
7. The shares of the Demerged Company are listed on BSE Limited (BSE) and the National Stock Exchange of India Limited (NSE). The shares of the Resulting Company are listed on BSE, NSE and the Calcutta Stock Exchange Limited (CSE). The Global Depository Receipts of the Resulting Company are listed on the London Stock Exchange and the Luxembourg Stock Exchange. The Demerged Company had filed the Scheme with NSE and BSE and the Resulting Company had filed the Scheme with BSE, NSE and CSE in terms of the SEBI Circular CFD/DIL/CIR/2017/21 dated 10th March 2017 for their approvals. BSE and NSE by their respective letters dated 26th August 2019 addressed to Tata Global Beverages Limited and CSE by its letter dated 27th August 2019 addressed to Tata Global Beverages Limited have since confirmed that they have 'no adverse observation' on the Scheme pursuant to the said SEBI Circular.
8. By an order dated 20/9/2019 as corrected by an order dated 30/9/2019 in CA (CAA) No.1147 of 2019, this Tribunal, was pleased to
- (a) dispense with holding of meeting of Creditors of the Resulting Company in view of over 90% in value of such Creditors having already consented to the Scheme and
 - (b) direct convening and holding of meeting of the Equity Shareholders of the Resulting Company.

(Signature)



9. Notices of the said meeting were duly sent to the Equity Shareholders of the Resulting Company on 30/9/2019 and 1/10/2019 and advertisements thereof published in all India editions of the Financial Express in English on 2nd October, 2019 and in the local edition of Aajkal in Bengali on 3/10/2019 as directed by the said order. In compliance with Section 230(5) of the Companies Act, 2013 and the order dated 20/9/2019 the petitioner duly served notices on the Statutory Authorities. Affidavit of Compliance was filed by the Resulting Company on 28/10/2019 proving service of notices upon Equity Shareholders and Statutory Authorities and publication in the newspapers.
10. Meeting of the Equity Shareholders of the Resulting Company was duly held on 4/11/2019 in compliance with the directions of this Hon'ble Tribunal and approved the Scheme by an overwhelming majority in number representing over three fourths in value of the Equity Shareholders voting on the Scheme. The report of meeting of the Equity Shareholders of the Resulting Company has been duly filed by the Chairperson.
11. After such compliance, the petitioner made the instant petition being CP (CAA) No.1992 of 2019 connected with CA (CAA) No.1147 of 2019, before this Tribunal, seeking final sanction to the proposed Scheme of Arrangement.
12. This Tribunal passed an order dated 26/11/2019 in the instant Petition and directed publication to be effected of the hearing of the Petition and issuance of further Notice to the Statutory Authorities for their observations, if any, with respect to the said Scheme of Arrangement.



13. In compliance of the said Order dated 26/11/2019 in the instant Petition, the petitioner Companies have duly filed affidavit of compliance affirmed on 19/12/2019 evidencing publication of notice in the newspapers and service of further notice upon the Central Government and other relevant Statutory Authorities.

14. In response to the notices, the Regional Director, Eastern Region, Ministry of Corporate Affairs, has made following observations on 18/12/2019:-

- (a) *It is submitted that the Demerged Company namely M/s Tata Chemicals Limited having its registered office at Bombay House, 24 Homi Modi Street, Fort, Mumbai - 400001 in the State of Maharashtra, which is not under this jurisdiction, hence no comment on it.*
- (b) *The Resulting Company namely M/s Tata Global Beverages Limited is a listed company with several Stock Exchanges and in regard to listing status, the Resulting Company submitted 3(three) letters - (1) No. DCS/AMAL/DS/R37/1560/2019-20 dated 26/08/2019 obtained from BSE, (2) No. NSE/List/21021 III dated 26/08/2019 obtained from NSE and (3) No. CSE/LD/14785/2019 dated 27/08/2019 obtained from CSE in regard to "No adverse observation" in the proposed Scheme of Arrangement. (Copy of the said letters collectively marked as Annexure-I is annexed herewith for perusal)*
- (c) *Clause 2.4 of Part-B of the scheme tantamount to buy back of shares, But nothing stated about manner of compliance of section 68 made in respect of payment of money to shareholders of the transferor companies against the fractional share entitlements, contrary to the provisions of section 230(10) of the Companies Act 2013 impacting the scheme. Furthermore, the proviso to Section 232(3) (b) expressly prohibits a company from holding shares in itself in its own name or in the name of a trust pursuant to a merger and provides for cancellation or extinguishment of such shares. The*



scheme is therefore not consistent with the provisions of the Companies Act 2013.

- (d) According to clause 1.3 of the scheme the immovable properties of the demerged undertakings shall be transferred and vested in the resulting company and the title to such properties shall be deemed to have been mutated and recognized as that of the Resulting Company. In view of the judgment of Hon'ble Supreme Court in (2004)9 SCC 438 Hindustan Lever & Anr Vs State of Maharashtra and the judgment of Hon'ble Delhi High Court in Delhi Towers Limited Vs GNCT of Delhi (2009) the Transferee company may be directed to pay the applicable stamp duty for the transfer of the properties by virtue of the scheme.
- (e) It is submitted that the Resulting Company may be considered to be directed to pay the applicable Government fees including stamp duty, if any, for the increase of Authorize Share Capital to Rs. 125,00,00,000/- as proposed in clause 9.1 and 9.2 of Part-B of the Scheme of Arrangement.
- (f) Clause 11.1 and 11.2 of Part-B of the scheme provided for change of name of the Resulting Company to "Tata Consumer Products Limited", which is not even the name of the Transferor Company. The said clause is therefore extraneous to the arrangement and cannot be necessary to secure that the arrangement is fully and effectively carried out. The said clause in the scheme is therefore redundant and not in order. After the merger takes effect the Resulting Company may, in due compliance of the provisions of Rule 29(2) of the Companies (Incorporation) Rules 2014 make necessary application to the Registrar of Companies for change of the name, after obtaining availability of the name. Moreover the Registrar of Companies cannot make available name on his volition unless the company specifically applies for availability of the name. Hence the said clauses suffer from serious infirmities and are objected upon by this deponent.
- (g) It is submitted that as per instructions of the Ministry of Corporate Affairs, New Delhi, a copy of the scheme was forwarded to the Income Tax Department on 03/12/2019 with a request to forward their comments/observations/ objections, if any. However, neither



any objection nor any observation/comment in the matter has been received yet from their end.

15. The same have been duly dealt with by the petitioner in their affidavit dated 19th December, 2019 as follows:-

4. *The contents of paragraphs 2(a) and 2(b) of the said Affidavit are admitted. The Stock Exchanges as referred to in the said paragraph have duly given their no adverse observation to the Scheme.*
5. *With reference to paragraph 2(c) of the said Affidavit, I say that the provisions of Sections 68, 230(10) and 232(3)(b) of the Companies Act, 2013 ("Act") do not apply at all to Clause 2.4 of Part B of the Scheme as such Clause does not provide or contemplate any buy back of shares or holding of any shares by the Transferee Company in its own name or in the name of any trust on its behalf or behalf of any of its subsidiary or Associate Companies. As will be evident from a plain reading of the said Clause, the same only provides for consolidation of fractional entitlements of the Equity Shareholders of Tata Chemicals Limited ("Demerged Company") to shares in Tata Global Beverages Limited ("Resulting Company") as per the share entitlement under the Scheme; allotment of such consolidated shares on behalf of such shareholders to an authorized representative, trustee(s) or SEBI registered merchant banker, as nominated by the Board of Directors of the Resulting Company; sale of such consolidated shares in the market; and distribution of the sale proceeds to the said Equity Shareholders of the Demerged Company in proportion to their fractional entitlements. There is no cancellation or extinguishment of any shares under the said Clause and the said Clause does not tantamount to buy back of shares requiring compliance with Section 68 of the Act as observed or at all. Such consolidated shares are neither being allotted to the Resulting Company nor the Resulting Company is buying back such shares. The Resulting Company would neither be the legal nor beneficial owner of such consolidated shares. The Resulting Company would not be holding such shares at all whether in its own name or in the name of any trust. In view of the aforesaid, the question of the said*



Clause 2.4 of Part B of the Scheme not being consistent with the provisions of Sections 68, 230(10) or 232(3)(b) of the Act does not arise.

6. With reference to paragraph 2 (d) of the said Affidavit, I state and submit that Clause 11 of Part C of the Scheme clearly provides that all costs, charges and expenses, including stamp duty, in relation to the Scheme shall be borne by the respective Company. The Resulting Company undertakes to pay stamp duty consequent to transfer of properties under the Scheme, if applicable, pursuant to and in terms of the said Clause 11 of the Scheme.
7. With reference to the paragraph 2 (e) of the said Affidavit, the Resulting Company, consequent to and upon the Scheme being effective, undertakes to pay the applicable Government fee, including stamp duty, if any, for increase of its Authorised Share Capital in terms of Clauses 9.1 and 9.2 of Part B of the Scheme.
8. With reference to paragraph 2(f) of the said Affidavit, it is denied that the change of name of the Resulting Company to "Tata Consumer Products Limited" as per Clauses 11.1 and 11.2 of Part B of the Scheme is extraneous to the arrangement and cannot be necessary to secure that the arrangement is fully and effectively carried out or that the said Clause is redundant and not in order or suffers from any infirmities as observed or at all. Consequent to demerger of the Consumer Products Business of Demerged Company to the Resulting Company, the Resulting Company will have a more diversified product portfolio and be engaged in the business of dealing in and marketing and selling diverse food products, including edible salt, spices and protein foods in addition to its existing product portfolio of beverages, viz tea, coffee and water. The change of name from "Tata Global Beverages Limited" to "Tata Consumer Products Limited", as a consequence of the demerger, is thus natural and necessary to reflect the expanded and diversified business and product portfolio of the Resulting Company more appropriately. Such proposed change of name of the Resulting Company is a commercial decision of the shareholders and is desirable and expedient for the more effective and beneficial conduct of the business of the Resulting Company pursuant to the



demerger. As such the change of name is necessary for the due working and carrying out of the Scheme pursuant to the orders of this Hon'ble Tribunal under Sections 230 and 232 of the said Act. I say that the Resulting Company has already complied with all the applicable provisions of the Companies Act, 2013 as part of a 'single window clearance' under the Scheme, as also provided in Clause 11.3 of Part B of the Scheme. It is settled law that Section 230 is a complete code and the principle of 'single window clearance' permits all other formal requirements of the Companies Act, 2013 to be complied with as an integral part of the process for sanction of the Scheme. As such no separate approval under Rule 29(2) of the Companies (Incorporation) Rules, 2014 is required for change of name of the Resulting Company in terms of the scheme. Further, by way of abundant caution, the Resulting Company has already obtained availability of the name, "Tata Consumer Products Limited", from the Registrar of Companies. A copy of the letter dated 22nd October, 2019 issued by the Registrar of Companies confirming availability of such name is annexed hereto and marked "A". As such the question of the name not being available does not arise. However, without prejudice to the aforesaid, for facilitating issuance of fresh certificate of incorporation by the Registrar of Companies with the changed name consequent to the Scheme, the Resulting Company undertakes to pay the prescribed fee and file the documents required for issuance of such fresh certificate of incorporation on the basis of the Scheme.

9. With reference to paragraph 2(g) of the said Affidavit, the same are matters of record. It is evident from the same, that the Income Tax Department has no objection to the sanction of the Scheme.

16. No one else has come forward to oppose the said Scheme in spite of notice and advertisement as aforesaid.



17. The registered office of the Demerged Company being situated in the State of Maharashtra, the Demerged Company is taking necessary steps and has filed and is pursuing similar proceedings pursuant to Section 230 of the Companies Act, 2013 in the Hon'ble National Company Law Tribunal, Mumbai Bench. In terms of the order dated 11th September, 2019 the Hon'ble Mumbai Bench of the National Company Law Tribunal, Mumbai meeting of the Equity Shareholders of the Demerged Company was held. The said Equity Shareholders of the Demerged Company in their meeting held on 30th October, 2019 have duly approved the Scheme with requisite majority and the Demerged Company is taking necessary steps before the Hon'ble Mumbai Bench of the National Company Law Tribunal, Mumbai for final sanction of the Scheme.

18. The Registrar of Companies raised an objection that payment to shareholders for fractional shares by the trustee amounted to buy-back of shares under Sec.68 of the Companies Act, 2013. On behalf of the petitioner, it was pleaded that since no cancellation of shares was involved, hence, this did not amount to buy-back of shares. On consideration of legal position as well as the fact that fractional shares are not cancelled as these are consolidated and sold in the open market. Thereafter, the consideration received is distributed amongst the original shareholders. As shares remain in existence and only ownership is changed, hence, we hold that this does not amount to buy-back of shares within the meaning of provisions of Sec.68 of the Companies Act, 2013.

19. Heard the arguments of the learned counsel appearing for the Petitioners and the Deputy Regional Director, perused the records, documents annexed to the petition and affidavits filed in the instant proceedings. In the facts and circumstances stated above and since all the requisite compliance have been



fulfilled and being satisfied with the submissions made and explanations given on behalf of the petitioners, the petition for sanction of the scheme, as aforesaid, is allowed and following orders in terms of prayers made in the petition is passed: -

THIS TRIBUNAL DOTH ORDER

- i. The Scheme of Arrangement being Annexure "A" to the petition is sanctioned by this Hon'ble Tribunal to be binding with effect from the 1st day of April, 2019 ("Appointed Date") on Tata Global Beverages Limited its shareholders, creditors and all concerned. The approved Scheme of Arrangement is annexed with this order and marked as Annexure A.
- ii. All the property, rights and powers of Tata Chemicals Limited relating to the Demerged Undertaking, including those described in the Schedule of Assets herein, be transferred from the said Appointed Date, without further act or deed, to the Resulting Company and, accordingly, the same shall pursuant to Section 232(4) of the Companies Act, 2013 be transferred to and vest in Tata Global Beverages Limited for all the estate and interest of Tata Chemicals Limited therein but subject, nevertheless, to the charges affecting the same, as provided in the Scheme;

[Handwritten signature]



- iii. All the debts, liabilities, duties and obligations of Tata Chemicals Limited relating to the Demerged Undertaking be transferred from the said Appointed Date, without further act or deed, to Tata Global Beverages Limited and, accordingly, the same shall pursuant to Section 232(4) of the Companies Act, 2013, be transferred to and become the debts, liabilities, duties and obligations of Tata Global Beverages Limited;
- iv. All the employees of Tata Chemicals Limited relating to the Demerged Undertaking shall be engaged by Tata Global Beverages Limited as provided in the Scheme;
- v. All proceedings and/or suits and/or appeals pending by or against Tata Chemicals Limited in respect of the Demerged Undertaking be continued by or against Tata Global Beverages Limited as provided in the Scheme;
- vi. Tata Global Beverages Limited shall issue and allot to the shareholders of Tata Chemicals Limited, the shares in Tata Global Beverages Limited in accordance with clause 2 of Part B of the Scheme;
- vii. All other matters covered by the Scheme, including alteration of object clause, increase in Authorised Share Capital and change of



name of the Resulting Company shall take effect subject to and in terms of the Scheme;

viii. Leave is granted to the Petitioner to file the Schedule of Assets of the Demerged Undertaking of the Transferor Company in the Form as prescribed in the Schedule to Form No.CAA7 of the Companies (compromises, Arrangements and Amalgamations) Rules, 2016 within three weeks from the date of the order to be made herein;

ix. Tata Global Beverages Limited do within thirty days of the date of the receipt of this order, cause a certified copy to be delivered to the Registrar of Companies for registration;

19. Accordingly, CP (CAA) No.1992 of 2019 connected with CA (CAA) No.1147 of 2019 stands disposed of.

Witness:

Sri M.B. Gosavi, Hon'ble Member (Judicial) and Sri V.K. Gupta Hon'ble Member (Technical) at Kolkata aforesaid on the 08th January, 2020. (Rectified Order was passed on the 13th January, 2020)

Khaitan & Co., Advocate of petitioners.

Mr. Ajit Kr. Singh, A.D. (R.D., E.R.)



Schedule of Assets

First Part-I

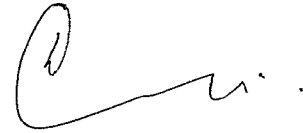
(As per Annexure)

Second Part-II

(As per Annexure)

Third Part-III

(As per Annexure)

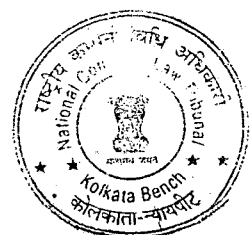


Registrar-in-charge
National Company Law Tribunal
Kolkata Bench

Dated, the 28th day of January, 2020.



**SCHEME OF ARRANGEMENT
AMONGST
TATA CHEMICALS LIMITED
AND
TATA GLOBAL BEVERAGES LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS
(UNDER SECTIONS 230 TO 232 AND OTHER RELEVANT PROVISIONS OF THE
COMPANIES ACT, 2013)**



SCHEME OF ARRANGEMENT

I. PREAMBLE

1. This Scheme of Arrangement ("Scheme", *more particularly defined hereinafter*) is presented pursuant to the provisions of Sections 230 to 232 and other relevant provisions of the Act (*defined hereinafter*), as may be applicable, and also read with Section 2(19AA) and other relevant provisions of the IT Act (*defined hereinafter*), as may be applicable, for the demerger of the Demerged Undertaking (*defined hereinafter*) of Tata Chemicals Limited into Tata Global Beverages Limited on a going concern basis.

II. BACKGROUND AND DESCRIPTION OF THE COMPANIES

1. Tata Chemicals Limited (hereinafter referred to as the "Demerged Company") is a public limited company incorporated on 23 January 1939 under the Companies Act, 1913 with CIN L24239MH1939PLC002893 and having its registered office at Bombay House, 24 Homi Mody Street, Fort, Mumbai 400001. The equity shares of the Demerged Company are listed on NSE and BSE.
2. Tata Global Beverages Limited (hereinafter referred to as the "Resulting Company") is a public limited company incorporated on 18 October 1962 under the Companies Act, 1956 with CIN L15491WB1962PLC031425 and having its registered office at 1, Bishop Lefroy Road, Kolkata 700020. The equity shares of the Resulting Company are listed on NSE, BSE and CSE. The Global Depository Receipts of the Resulting Company are listed on the London Stock Exchange and the Luxembourg Stock Exchange.

III. RATIONALE AND PURPOSE OF THE SCHEME

1. The Demerged Company is engaged in diversified businesses dealing in basic chemistry products and specialty products and in the Consumer Products Business (*more particularly defined hereinafter*). The Resulting Company is engaged, *inter alia*, in the business of marketing, distribution and/or sales of tea, coffee and water.
2. The Demerged Company is one of the key participants in the foods category, selling products under iconic brands such as 'Tata Salt' and 'Tata Sampann' among others. The Resulting Company is one of the key participants in the beverages category, selling products globally under iconic brands such as 'Tata Tea' and 'Tetley' among others. The Resulting Company is expected to gain from the consumer market growth.
3. With the view to enable the Demerged Company to focus on its basic chemistry and specialty products business and to integrate the consumer products business activities undertaken by both, the Demerged Company and the Resulting Company, under a single entity, it is proposed that the Consumer Products Business of the Demerged Company be demerged and transferred to the Resulting Company under the terms and conditions of the Scheme.
4. The Scheme would *inter alia* have the following benefits:
 - 4.1. enable the Resulting Company to expand its presence in the fast moving consumer goods categories in India and abroad;
 - 4.2. result in revenue and cost synergies including from supply chain opportunities, operational improvements, logistics alignment leading to economies of scale, creation of efficiencies and optimization of capital and operational expenditure, leveraging distribution networks, and optimization of overlapping infrastructure;



- 4.3. enhance the financial profile with higher growth, margin expansion and increased cash flows which will provide further headroom for inorganic growth opportunities in India and abroad; and
 - 4.4. the shareholders of the Demerged Company will continue to participate in the growth of a larger consumer focused company i.e. the Resulting Company, while continuing to own shares in the Demerged Company which will remain focused on its basic chemistry and specialty products businesses.
5. The Scheme would be in the best interest of the shareholders of the Demerged Company and the Resulting Company and shall not in any manner be prejudicial to the interests of the concerned shareholders and creditors or general public at large.

IV. PARTS OF THE SCHEME

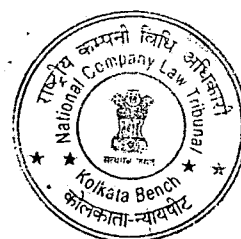
1. The Scheme is divided into the following parts:

PART A deals with definitions, interpretation, effective date and share capital;

PART B deals with the transfer of Demerged Undertaking from the Demerged Company and its vesting in the Resulting Company for consideration and matters incidental thereto; and

PART C deals with the general terms and conditions.

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



PART A

1. DEFINITIONS

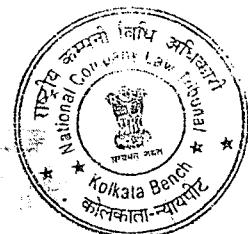
In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the meaning mentioned herein below:

- 1.1. "Act" means the Companies Act, 2013 and the rules and/or regulations framed under such a statute and includes any alterations, modifications and amendments made to such a statute or any re-enactment of such a statute, and/or other guidelines or notifications under Applicable Laws, made thereunder from time to time.
- 1.2. "Applicable Law" means (a) all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, listing agreements, notifications, guidelines or policies of any applicable country and/or jurisdiction; (b) writ, injunction, directions, directives, judgment, arbitral award, decree, orders or approvals of, or agreements with, any Governmental Authority or recognized stock exchange.
- 1.3. "Appointed Date" means 1 April 2019.
- 1.4. "Board of Directors" means the Board of Directors of the Demerged Company and/or the Resulting Company, as the context may require, and includes committees of the Board of Directors (if any) constituted for the implementation of this Scheme.
- 1.5. "BSE" means BSE Limited.
- 1.6. "CIN" means Corporate Identity Number.
- 1.7. "Consumer Products Business" means the business of the Demerged Company relating to the sourcing, packaging, marketing, distribution and sales of (i) vacuum evaporated edible common salt for human consumption, (ii) spices, (iii) protein foods and (iv) certain other food and other products.
- 1.8. "CSE" means The Calcutta Stock Exchange Limited.
- 1.9. "Demerged Company" means Tata Chemicals Limited, a public listed company incorporated under the provisions of the Companies Act, 1913 with CIN L24239MH1939PLC002893 and having its registered office at Bombay House, 24 Homi Mody Street, Fort, Mumbai – 400001, India.
- 1.10. "Demerged Undertaking" means the entire Consumer Products Business, as a going concern as of the Appointed Date, including all its assets, investments, rights, approvals, licenses and powers, leasehold rights and all its debts, outstandings, liabilities, duties, obligations and employees in each case pertaining exclusively and solely (other than in relation to items set out in (g) and (i) below and unless otherwise mutually determined by the Board of Directors of the Demerged Company and the Resulting Company) to the Consumer Products Business and including, but not in any way limited to, the following:
 - (a) all immovable properties i.e. land together with the buildings and structures standing thereon (whether freehold, leasehold, leave and licensed, right of way, tenancies or otherwise) including offices, structures, workshop, benefits



of any rental agreement for use of premises, marketing offices, share of any joint assets, etc., which immovable properties are currently being used exclusively and solely for the purpose of and in relation to the Consumer Products Business and all documents (including panchnamas, declarations, receipts) of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interest in connection with the said immovable properties;

- (b) all assets, as are movable in nature and exclusively and solely pertaining to and in relation to the Consumer Products Business, whether present or future or contingent, tangible or intangible including goodwill, whether recorded in the books or not, in possession or reversion, including electrical fittings, furniture, fixtures, appliances, accessories, power lines, office equipments, computers, communication facilities, installations, tools, plants, vehicles, inventory and stock in trade and merchandise (including, raw materials, supplies, finished goods, and wrapping, supply, advertisement, promotional and packaging material), wherever lying, actionable claims, current assets, earnest monies and sundry debtors, financial assets, investment (including in subsidiaries, associates, joint venture, whether in India or abroad), outstanding loans and advances recoverable in cash or in kind or for value to be received, provisions, receivables, funds, cash and bank balances and deposits including accrued interest thereto with Government, semi-Government, local and other authorities and bodies, banks, customers and other Persons, insurances, the benefits of any bank guarantees, performance guarantees and letters of credit;
- (c) all permits, licenses, permissions, approvals, clearances, consents, benefits, registrations, rights, entitlements, credits, certificates, awards, sanctions, allotments, quotas, no objection certificates, exemptions, concessions, subsidies, liberties and advantages including those relating to privileges, powers, facilities of every kind and description of whatsoever nature and the benefits thereto that pertain exclusively and solely to the Consumer Products Business;
- (d) all contracts, agreements, purchase orders/service orders, operation and maintenance contracts, memoranda of understanding, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, minutes of meetings, bids, tenders, expression of interest, letter of intent, hire and purchase arrangements, lease/license agreements, tenancy rights, agreements/panchnamas for right of way, equipment purchase agreements, agreement with customers, purchase and other agreements with the supplier/manufacturer of goods/service providers, other arrangements, undertakings, deeds, bonds, schemes, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether written, oral or otherwise and all rights, title, interests, claims and benefits thereunder exclusively and solely pertaining to the Consumer Products Business;
- (e) all applications (including hardware, software, licenses, source codes, parameterization and scripts), registrations, licenses, trade names, service marks, trademarks, copyrights, patents, domain names, designs, intellectual property rights (whether owned, licensed or otherwise, and whether registered or unregistered), trade secrets, research and studies, technical knowhow, confidential information and all such rights of whatsoever description and nature that in each case pertain exclusively and solely to the Consumer Products Business including, without limitation, the intellectual



properties of the Demerged Company;

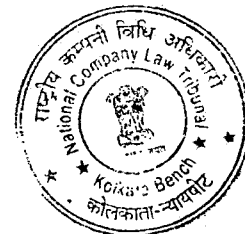
- (f) all rights to use and avail telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interests held in trusts, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, liberties and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in control of or vested in or granted in favour of or enjoyed by the Demerged Company and exclusively and solely pertaining to or in connection with the Consumer Products Business and all other interests of whatsoever nature belonging to or in the ownership, power, possession or control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Demerged Company and exclusively and solely pertaining to the Consumer Products Business;
- (g) all tax related assets, all the credits for taxes such as sales tax, service tax, CENVAT, GST, tax deduction at source, accumulated losses and unabsorbed depreciation as per books if any as well as per the IT Act enjoyed by the Demerged Company pertaining to the Consumer Products Business;
- (h) all books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), test reports, computer programmes, drawings, manuals, data, databases including databases for procurement, commercial and management, catalogues, quotations, sales and advertising materials, product registrations, dossiers, product master cards, lists of present and former customers and suppliers including service providers, other customer information, customer credit information, customer/supplier pricing information, and all other books and records, whether in physical or electronic form that pertain to the Consumer Products Business;
- (i) all debts, liabilities, duties, taxes and obligations of the Demerged Company pertaining to the Consumer Products Business, namely:
 - (i) the debts of the Demerged Company which arises out of the activities or operations of the Consumer Products Business;
 - (ii) specific loans and borrowings raised, incurred and utilized for the activities or operations of or pertaining to Consumer Products Business;
 - (iii) general and multipurpose borrowings of the Demerged Company shall be allocated to Consumer Products Business in the same proportion which the value of the assets transferred under this Scheme bears to the total value of assets of Demerged Company immediately before the demerger;
- (j) all employees of the Demerged Company employed/engaged exclusively and solely in the Consumer Products Business as on the Effective Date; and
- (k) all legal or other proceedings of whatsoever nature relating to the Consumer Products Business.

In case of any question that may arise as to whether any particular asset or liability



and/or employee pertains or does not pertain exclusively and solely to the Consumer Products Business or whether it arises out of the activities or operations of the Consumer Products Business, the same shall be decided by mutual agreement between the Board of Directors of the Demerged Company and the Resulting Company.

- 1.11. "Effective Date" means the means the date on which the last of conditions referred to in Clause 8 of Part C hereof have been fulfilled.
- 1.12. "Governmental Approvals" means any consent, approval, authorization, waiver, permit, permission, clearance, license, exemption, no objection certificate, registration, with, of or from any Governmental Authority.
- 1.13. "Governmental Authority" means any government authority, statutory authority, regulatory authority, agency, government department, board, commission, SEBI, Stock Exchanges, administrative authority, tribunal or court or any authority (including authorities administering Taxes) or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, having or purporting to have jurisdiction on behalf of the Republic of India or any state or province or other political subdivision thereof or any municipality, district or other subdivision thereof or in any other nation over the Demerged Company and/or the Resulting Company, as the context may require.
- 1.14. "GST" means the goods and services tax.
- 1.15. "IT Act" means the Income-tax Act, 1961 and shall include any statutory modifications, re-enactments or amendments thereof for the time being in force.
- 1.16. "NCLT" means, the National Company Law Tribunal, Mumbai Bench having jurisdiction in relation to the Demerged Company and the National Company Law Tribunal, Kolkata Bench having jurisdiction in relation to the Resulting Company, or such other forum or authority as may be vested with any of the powers for approving any scheme of arrangement, compromise or reconstruction of a company under Sections 230 to 232 of the Act of the above mentioned tribunal under the Act.
- 1.17. "NCLT Order" means all order(s) passed by the NCLT sanctioning the Scheme and includes any orders passed by NCLT or any other Governmental Authority's order(s) for extension of time or condonation of delay in filing of the requisite forms with the Registrar of Companies in relation to this Scheme, if applicable.
- 1.18. "NSE" means National Stock Exchange of India Limited.
- 1.19. "Parties" shall mean collectively the Demerged Company and the Resulting Company, and "Party" shall mean each of them, individually.
- 1.20. "Person" means any individual or other entity, whether a corporation, firm, company, joint venture, trust, association, organization, partnership or proprietorship, including any governmental agency or regulatory body.
- 1.21. "Record Date" means the date to be fixed by the Board of Directors of the Resulting Company in consultation with the Board of Directors of the Demerged Company, for the purpose of determining the shareholders of the Demerged Company to whom fully paid up equity shares of the Resulting Company shall be issued in consideration for the demerger of the Demerged Undertaking of the Demerged Company into the Resulting Company on a going concern basis pursuant to and as contemplated under

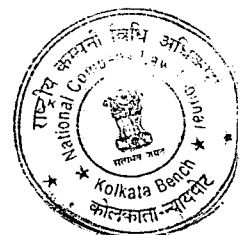


this Scheme.

- 1.22. "Registrar of Companies" means the Registrar of Companies, Mumbai having jurisdiction over the Demerged Company and the Registrar of Companies, Kolkata having jurisdiction over the Resulting Company.
- 1.23. "Remaining Business" with respect to the Demerged Company means the business, employees, assets and liabilities of the Demerged Company other than the Demerged Undertaking.
- 1.24. "Resulting Company" means Tata Global Beverages Limited, a public listed company incorporated under the Companies Act, 1956 with CIN L15491WB1962PLC031425 and having its registered office at 1, Bishop Lefroy Road, Kolkata – 700020, India.
- 1.25. "Rupees" or "Rs." or "INR" means the lawful currency of India.
- 1.26. "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Arrangement in its present form or with any modification(s) approved or imposed or directed by the NCLT or any other Governmental Authorities.
- 1.27. "SEBI" means the Securities and Exchange Board of India.
- 1.28. "SEBI Circular" means (i) circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017, (ii) circular No. CFD/DIL3/CIR/2017/26 dated March 23, 2017, (iii) circular No. CFD/ DIL3/CIR/2017/105 dated September 21, 2017, (iv) circular No. CFD/DIL3/CIR/2018/2 dated January 3, 2018 issued by SEBI or any other circulars issued by SEBI applicable to schemes of arrangement from time to time.
- 1.29. "Stock Exchanges" means BSE, NSE and CSE collectively.
- 1.30. "Tax" or "Taxes" means and include any tax, whether direct or indirect, including income tax (including withholding tax, dividend distribution tax), GST, excise duty, VAT, CST, service tax, octroi, local body tax and customs duty, duties, charges, fees, levies 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.

2. INTERPRETATION

- 2.1. In addition to the above terms, certain terms may be defined elsewhere in this Scheme and wherever such terms are used in this Scheme, they shall have the meaning so assigned to them.
- 2.2. The terms referred to in this Scheme shall, unless defined otherwise in this Scheme or inconsistent with the context or meaning thereof, bear the meaning ascribed to them under the relevant statute/legislation.
- 2.3. All references in this Scheme to statutory provisions shall be construed as meaning and including references to:



- (a) any statutory modification, consolidation or re-enactment made after the date of approval this Scheme by the Board of Directors of the Demerged Company and the Resulting Company and for the time being in force;
 - (b) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);
 - (c) all statutory instruments or orders made pursuant to a statutory provision;
 - (d) any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.
- 2.4. Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 2.5. Headings, subheadings, titles, subtitles to clauses, sub-clauses, sections and paragraphs are for information only and shall not form part of the operative provisions of this Scheme or the schedules hereto and shall be ignored in construing the same.
- 2.6. References to clauses, and schedules are, unless the context otherwise requires, references to clauses, and schedules to this Scheme.
- 2.7. Reference to days, months and years are to calendar days, calendar months and calendar years, respectively.
- 2.8. Any reference to "writing" shall include printing, typing, lithography and other means of reproducing words in visible form.
- 2.9. The words "include" and "including" are to be construed without limitation.
- 2.10. Where a wider construction is possible, the words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words.

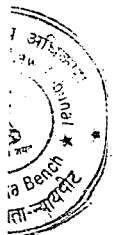
3. DATE OF TAKING EFFECT

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

4. SHARE CAPITAL

- 4.1. The share capital of the Demerged Company as on March 31, 2019 is as follows:

Particulars	Amount in INR
Authorised:	
27,00,00,000 Ordinary Shares of Rs. 10 each	270,00,00,000
Total	270,00,00,000
Issued, Subscribed and Paid-up:	
Issued Capital	254,84,25,980



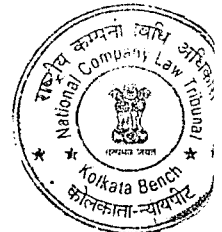
Particulars	Amount in INR
25,48,42,598 Ordinary Shares of Rs. 10 each	
Subscribed and Paid-up	
25,47,56,278 Ordinary Shares of Rs. 10 each	254,75,62,780
Forfeited shares	
Amount originally paid up on 86,320 forfeited shares	6,41,172.50
Total	254,82,03,952.50

Subsequent to the above date and till the date of the Scheme being approved by the Board of Directors of the Demerged Company, there has been no change in the authorized, issued, subscribed and paid-up capital of the Demerged Company.

4.2. The share capital of the Resulting Company as on March 31, 2019 is as follows:

Particulars	Amount in INR
Authorised:	
110,00,00,000 Equity Shares of Re. 1 each	110,00,00,000
Total	110,00,00,000
Issued, Subscribed and Paid-up:	
Issued Capital	
63,11,29,729 Equity Shares of Re. 1 each	63,11,29,729
Subscribed and Paid-up	
63,11,29,729 Equity Shares of Re. 1 each	63,11,29,729
Forfeited shares	
Amount originally paid up on forfeited shares	NIL
Total	63,11,29,729

Subsequent to the above date and till the date of the Scheme being approved by the Board of Directors of the Resulting Company, there has been no change in the authorized, issued, subscribed and paid-up capital of the Resulting Company.



PART B

TRANSFER AND VESTING OF DEMERGED UNDERTAKING OF THE DEMERGED COMPANY INTO THE RESULTING COMPANY

1. TRANSFER AND VESTING OF THE DEMERGED UNDERTAKING

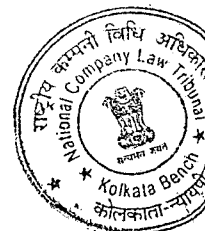
Upon the coming into effect of this Scheme and with effect from the Appointed Date, and subject to the provisions of this Scheme and pursuant to Sections 230 to 232 of the Act, all the properties / assets (tangible and intangible assets including goodwill) and liabilities of the Demerged Undertaking will be transferred to the Resulting Company at values appearing in the books of accounts of the Demerged Company immediately before the demerger, in accordance with Section 2(19AA) of the IT Act, and the Demerged Undertaking shall, without any further act, instrument or deed, be demerged from the Demerged Company and stand transferred to and vested in and/or deemed to have been demerged from the Demerged Company and stand transferred to and vested in the Resulting Company as a going concern, for a consideration provided in Clause 2.1 of Part B, so as to become the undertaking of the Resulting Company by virtue of this Scheme and in the following manner:

- 1.1 All assets of the Demerged Company in relation to the Demerged Undertaking that are movable in nature and/or otherwise capable of transfer by physical or constructive delivery, novation and/or endorsement and delivery or by operation of law, pursuant to the NCLT Order, shall be vested in the Resulting Company. Upon this Scheme becoming effective, the title of such property shall be deemed to have been mutated and recognised as that of the Resulting Company, absolutely and forever.
- 1.2 In respect of such of the assets of the Demerged Company in relation to the Demerged Undertaking other than those referred to in Clause 1.1 of Part B above, outstanding loans and advances, if any, all kind of banking accounts including but not limited to current and saving accounts, term deposits, recoverable in cash or in kind or for value to be received, deposits, if any, with Governmental Authorities and other authorities and bodies, shall, without any further act, instrument or deed, be and stand transferred to and vested in the Resulting Company and/or be deemed to be transferred to and vested in the Resulting Company on the Appointed Date upon effectiveness of the Scheme, the Resulting Company shall upon sanction of the Scheme be entitled to the delivery and possession of all documents of title of such movable property in this regard.
- 1.3 All immovable properties of the Demerged Company in relation to the Demerged Undertaking, including land together with the buildings and structures standing thereon and rights and interests in immovable properties of the Demerged Company in relation to the Demerged Undertaking, whether freehold or leasehold or otherwise and all documents of title, rights and easements in relation thereto shall stand vested in and/or be deemed to have been vested in the Resulting Company, by operation of Applicable Law pursuant to the sanctioning of the Scheme and upon the Scheme becoming effective. Such assets shall stand vested in the Resulting Company and shall be deemed to be and become the property as an integral part of the Resulting Company by operation of Applicable Law. The Resulting Company shall upon the NCLT Orders sanctioning the Scheme and upon this Scheme becoming effective, be always entitled to all the rights and privileges attached in relation to such immovable properties and shall be liable to pay appropriate rent, rates and taxes and fulfill all obligations in relation thereto or as applicable to such immovable properties. Upon this Scheme becoming effective, the title to such properties shall be deemed to have

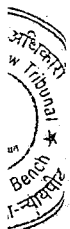


been mutated and recognised as that of the Resulting Company and the mere filing thereof with the appropriate registrar or sub-registrar or with the relevant Government Authority, if and as may be required, shall suffice as record of continuing title with the Resulting Company and shall be constituted as a deemed mutation and substitution thereof. The Resulting Company shall subsequent to Scheme becoming effective be entitled to the delivery and possession of all documents of title to such immovable property in this regard. It is hereby clarified that all the rights, title and interest of the Demerged Company in relation to the Demerged Undertaking in any leasehold properties shall without any further act, instrument or deed, be vested in or be deemed to have been vested in the Resulting Company.

- 1.4. All the other assets, rights, title, interests and investments of the Demerged Company in relation to the Demerged Undertaking shall also without any further act, instrument or deed stand transferred to and vested in and be deemed to have been transferred to and vested in the Resulting Company upon the coming into effect of this Scheme.
- 1.5. Upon the Scheme coming into effect, all debts (secured and unsecured), liabilities, bonds, debentures (including contingent liabilities), duties and obligations of every kind, nature and description of the Demerged Company in relation to the Demerged Undertaking shall without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been and stand transferred to, and vested in, the Resulting Company, so as to become on and from the Appointed Date, the debts, liabilities, bonds, debentures (including contingent liabilities), duties and obligations of the Resulting Company on the same terms and conditions as were applicable to the Demerged Company, and further that it shall not be necessary to obtain the consent / approval of any Person who is a party to contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this Clause. Necessary modification as may be required would be carried out to the debt instrument issued by the Demerged Company in relation to the Demerged Undertaking.
- 1.6. Upon this Scheme becoming effective, the secured creditors (including any general purpose borrowings) of the Demerged Company in relation to the Demerged Undertaking and/or other holders of security over the properties of the Demerged Company in relation to the Demerged Undertaking shall be entitled to security only in respect of the properties, assets, rights, benefits and interest of the Demerged Company in relation to the Demerged Undertaking, as existing immediately prior to the effectiveness of this Scheme and the secured creditors of the Resulting Company and/or other holders of security over the properties of the Resulting Company shall be entitled to security only in respect of the properties, assets, rights, benefits and interest of the Resulting Company, as existing immediately prior to the effectiveness of this Scheme. It is hereby clarified that pursuant to this Scheme, (a) the secured creditors of the Demerged Company in relation to the Demerged Undertaking and/or other holders of security over the properties of the Demerged Company in relation to the Demerged Undertaking shall not be entitled to any additional security over the properties, assets, rights, benefits and interest of the Resulting Company and therefore, such assets which are not currently encumbered shall remain free and available for creation of any security thereon in future in relation to any current or future indebtedness of the Resulting Company; and (b) the secured creditors of the Resulting Company and/or other holders of security over the properties of the Resulting Company shall not be entitled to any additional security over the properties, assets, rights, benefits and interest of the Demerged Undertaking and therefore, such assets which are not currently encumbered shall remain free and available for creation of any security thereon in future in relation to any current or future indebtedness of the Resulting Company.



- 1.7. All Governmental Approvals and other consents, permissions, quotas, rights, authorizations, entitlements, no objection certificates and licenses, including those relating to tenancies, privileges, powers and facilities of every kind and description of whatsoever nature, to which the Demerged Company in relation to the Demerged Undertaking is a party or to the benefit of which the Demerged Company in relation to the Demerged Undertaking may be entitled to use or which may be required to carry on the operations of the Demerged Company in relation to the Demerged Undertaking, and which are subsisting or in effect immediately prior to the Effective Date, shall be, and remain, in full force and effect in favour of or against the Resulting Company and may be enforced as fully and effectually as if, instead of the Demerged Company, the Resulting Company had been a party, a beneficiary or an obligee thereto and shall be appropriately mutated by the relevant Governmental Authorities in favour of the Resulting Company. In so far as the various incentives, service tax benefits, subsidies (including applications for subsidies), rehabilitation schemes, grants, special status, rights, and other benefits or privileges enjoyed, granted by any Governmental Authority or by any other Person, or availed of, by the Demerged Company in relation to the Demerged Undertaking are concerned, the same shall, without any further act or deed, vest with and be available to the Resulting Company on the same terms and conditions as are available to the Demerged Company in relation to the Demerged Undertaking.
- 1.8. All registrations, licenses, trademarks, patents, copyrights, domain names, applications for copyrights, patents, trade-names and trademarks, etc. pertaining to the Demerged Company in relation to the Demerged Undertaking, shall stand vested in the Resulting Company without any further act, instrument or deed, upon the sanction of the Scheme and upon this Scheme becoming effective.
- 1.9. Any third party or Governmental Authority required to give effect to any provisions of this Scheme, shall take on record the NCLT Orders sanctioning the Scheme on its file and duly record the necessary substitution or endorsement in the name of the Resulting Company as successor in interest, pursuant to the sanction of this Scheme by the NCLT, and upon this Scheme becoming effective. For this purpose, the Resulting Company shall file certified copies of such NCLT Order and if required file appropriate applications or forms with relevant authorities concerned for statistical and information purposes only and there shall be no break in the validity and enforceability of Governmental Approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses (including the licenses granted by any Governmental Authorities for the purpose of carrying on its business or in connection therewith), and certificates of every kind and description of whatsoever nature.
- 1.10. For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, certificates, clearances, authorities, power of attorneys given by, issued to or in favour of the Demerged Company in relation to the Demerged Undertaking shall stand transferred to the Resulting Company, as if the same were originally given by, issued to or executed in favour of the Resulting Company, and the Resulting Company shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to the Resulting Company.
- 1.11. The Resulting Company shall, at any time after this Scheme coming into effect, in accordance with the provisions hereof, if so required under any Applicable Law or otherwise, execute appropriate deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to which the



Demerged Company in relation to the Demerged Undertaking have been a party, including any filings with the regulatory authorities, in order to give formal effect to the above provisions. the Resulting Company shall for this purpose, under the provisions hereof, be deemed to have been authorized to execute any such writings on behalf of the Demerged Company in relation to the Demerged Undertaking and to carry out or perform all such formalities or compliances referred to above on the part of the Demerged Company in relation to the Demerged Undertaking.

- 1.12. For avoidance of doubt and without prejudice to the generality of any applicable provisions 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 consents, approvals, patents, permissions, 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 Board of Directors of the Demerged Company and the Resulting Company shall be deemed to be authorized to execute or enter into necessary documentations with any regulatory authorities or third parties, if applicable and the same shall be considered as giving effect to the NCLT Order(s) and shall be considered as an integral part of this Scheme.

2. CONSIDERATION

- 2.1 Upon the coming into effect of this Scheme, and in consideration of the transfer and vesting of the Demerged Undertaking of the Demerged Company in the Resulting Company, the Resulting Company shall, without any further application, act, instrument or deed, issue and allot to all the equity shareholders of the Demerged Company, whose names appear in the register of members as on the Record Date, 114 equity shares of the Resulting Company of INR 1/- each fully paid-up for every 100 equity shares held in the Demerged Company of INR 10/- each fully paid-up. No shares shall be issued by the Resulting Company to the extent of shares, if any, held by it or its subsidiaries in the Demerged Company.
- 2.2. The shares issued pursuant to Clause 2.1 of Part B above ("New Shares"), shall be issued to the shareholders of the Demerged Company in demat form, that is, dematerialized shares unless otherwise notified in writing by a shareholder of the Demerged Company to the Resulting Company on or before such date as may be determined by the Board of Resulting Company. In the event that such notice has not been received by Resulting Company in respect of any of the shareholders of Demerged Company, the equity shares, shall be issued to such shareholders in dematerialized form provided that the shareholders of Demerged Company shall be required to have an account with a depository participant and shall be required to provide details thereof and such other confirmations as may be required. In the event that Resulting Company has received notice from any shareholder that the equity shares are to be issued in physical form or if any shareholder has not provided the requisite details relating to his/ her/ its account with a depository participant or other confirmations as may be required or if the details furnished by any shareholder do not permit electronic credit of the shares of Resulting Company, then the Resulting Company shall issue the equity shares in physical form to such shareholder or shareholders.
- 2.3 The New Shares to be issued by the Resulting Company in respect of the shares of the Demerged Company the allotment or transfer of which is held in abeyance under Applicable Law, shall, pending allotment or settlement of dispute by order of the appropriate court or otherwise, also be kept in abeyance in like manner by the Resulting Company.



- 2.4. In case any shareholder's holding in the Demerged Company is such that such shareholder becomes entitled to a fraction of a New Share, the Resulting Company shall not issue fractional shares to such shareholders but shall consolidate such fractions and round up the aggregate of such fractions to the next whole number and issue and allot the consolidated shares directly to an authorised representative or an individual trustee or a board of trustees or a corporate trustee or a SEBI registered merchant banker, nominated by the Board of the Resulting Company in that behalf, who/which shall sell such shares in the market at such price or prices and on such time or times as he/she/it in its sole discretion decide and on such sale, shall, subject to withholding tax, distribute the net sale proceeds (after deduction of applicable taxes and other expenses incurred) to the concerned shareholders of the Demerged Company in proportion to their respective fractional entitlements.
- 2.5. In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholders of the Demerged Company, the Board of Directors of the Demerged Company, shall be empowered prior to the Record Date, to effectuate such transfers in the Demerged Company as if such changes in registered holders were operative as on the Record Date, in order to remove any difficulties arising to the transferors of the shares in relation to the New Shares after the Scheme is effected. The Board of Directors of the Demerged Company shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new members in the Resulting Company on account of difficulties faced in the transition period.
- 2.6. The New Shares issued under this Clause 2 of Part B shall be subject to the provisions of the memorandum and articles of association of the Resulting Company and shall rank *pari passu* in all respects with the then existing equity shares of the Resulting Company.
- 2.7. In the event that either of the Demerged Company and/or the Resulting Company restructure their equity share capital by way of share split / consolidation / issue of bonus shares and other corporate actions as may be undertaken in accordance with Applicable Law during the pendency of the Scheme, the issue of shares pursuant to Clauses 2.1 of Part B above, shall be adjusted accordingly to take into account the effect of any such corporate actions.
- 2.8. The New Shares allotted and issued in terms of Clause 2.1 of Part B above, shall be listed and/or admitted to trading on the Stock Exchanges after obtaining the requisite approvals. The Resulting Company shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with Applicable Laws for complying with the formalities of the Stock Exchanges.
- 2.9. It is clarified that upon the approval of this Scheme by the shareholders of the Demerged Company and the Resulting Company under Sections 230 and 232 of the Act, the shareholders shall be deemed to have approved this Scheme under Sections 13, 14, 62 and any other applicable provisions under the Act and that no separate approval from the shareholders to that extent shall be required to be sought for the matters specified in this Scheme.

3 ACCOUNTING TREATMENT

- 3.1. Notwithstanding anything to the contrary herein, upon this Scheme becoming effective, the Demerged Company and the Resulting Company shall give effect to the accounting treatment in its books of account in accordance with the accounting standards specified under Section 133 of the Act read with the Companies (Indian



Accounting Standards) Rules, 2015.

3.2 Accounting treatment in the books of the Demerged Company:

3.2.1 Pursuant to the Scheme coming into effect, with effect from the Appointed Date, the Demerged Company shall account for the demerger of the Demerged Undertaking in its books of account in the following manner:

- (i) The Demerged Company shall transfer all the assets and liabilities pertaining to the Demerged Undertaking as on the Appointed date at the values appearing in its books of account (i.e., the book value) at the Appointed Date to the Resulting Company. Accordingly, the Demerged Company shall reduce from its books of account, the book values appearing on such date in accordance with the provisions of Section 2(19AA) of the IT Act.
- (ii) Having recorded the transfer of the assets and liabilities, as aforesaid, the Demerged Company shall make necessary adjustments for the sake of compliance with Indian Accounting Standards ("Ind AS") notified under Section 133 of the Companies Act, 2013, specifically Ind AS 10 Appendix A 'Distribution of Non cash assets to Owners', and shall debit the fair value of the Demerged Undertaking to the Retained Earnings/General Reserve and create a corresponding liability.
- (iii) The book value of net assets derecognised at (i) above will be adjusted against the liability recognised at (ii) above. The difference, if any, shall be recognised in the Statement of Profit and Loss in accordance with Ind AS 10 Appendix A.

3.3 Accounting treatment in the books of the Resulting Company:

3.3.1 Pursuant to the Scheme coming into effect, with effect from the Appointed Date, the Resulting Company shall account for the demerger, in its books of accounts such that:

- (i) The Resulting Company shall record the assets and liabilities of the Demerged Undertaking, transferred to and vested in it pursuant to this Scheme, at their respective book values as appearing in the books of account of the Demerged Company immediately before the Appointed Date in accordance with the provisions of section 2(19AA) of the IT Act;
- (ii) The Resulting Company shall credit its equity share capital account with the face value of New Shares issued in accordance with Clause 2.1 of Part B.
- (iii) The difference between the value of new equity shares issued under Clause 2.1 of Part B and the face value of New Shares Issued by the Resulting Company will be credited to securities premium account of the Resulting Company.
- (iv) The difference between the value of new equity shares issued under Clause 2.1 of Part B and the aggregate values of Net Assets (refer sub-clause (i) above) shall be debited to goodwill or as the case may



be credited to capital reserve.

- (v) Having recorded the transfer of the assets and the liabilities as aforesaid and after receiving the relevant information on the fair values of assets acquired and liabilities assumed, the Resulting Company shall, to comply with the provisions of Indian Accounting Standards and more specifically Ind AS 103, 'Business Combinations', notified under Section 133 of the Act, read with the rules made there under and other Generally Accepted Accounting Principles, make necessary accounting adjustments, such that all identifiable assets acquired and liabilities assumed (including assets and liabilities not specifically recognized by the Demerged company in its financial statements) ("Identifiable Net Assets") are reflected at their Appointed Date fair values within the measurement period specified in the said Ind AS 103 and corresponding adjustment shall be made to goodwill and / or capital reserve as computed in sub-clause (iv) above. Further, acquisition related costs will also be accounted in accordance with the requirements of the said Ind AS

4. TAXATION MATTERS

- 4.1. Notwithstanding anything to the contrary contained in this Scheme, upon effectiveness of this Scheme:
- 4.1.1. the Demerged Company shall be liable for any Tax payable to Governmental Authorities under Applicable Laws relating to Tax ("Tax Laws") and shall be entitled to any refunds of Tax from Governmental Authorities under Tax Laws, which, in each case, arise from the operation or activities of the Demerged Undertaking prior to the Appointed Date, regardless of whether such payments or receipts are provided or recorded in the books of the Demerged Company and whether such payments or receipts are due or realised on, before or after the Appointed Date; and
- 4.1.2. the Resulting Company shall be liable for any Tax payable to Governmental Authorities under Tax Laws and shall be entitled to refunds of any Tax from Governmental Authorities under Tax Laws, which, in each case, arise from the operation or activities of the Demerged Undertaking on or after the Appointed Date, regardless of whether such payments or receipts are provided or recorded in the books of the Demerged Company and whether such payments or receipts are due or realised on, before or after the Appointed Date.
- 4.2. Upon effectiveness of this Scheme, all applicable Taxes paid or payable by the Demerged Company in respect of the operations and/ or the profits of the Demerged Undertaking on and from the Appointed Date, shall be on account of the Resulting Company. Upon effectiveness of this Scheme, the payment of any Tax, whether by way of deduction at source (including foreign tax credit), or otherwise howsoever, by the Demerged Company in respect of the activities or operations of the Demerged Undertaking on and from the Appointed Date, shall be deemed to have been paid by the Resulting Company, and, shall, in all proceedings, be dealt with accordingly.
- 4.3. Any refund of Tax paid under Tax Laws including income tax, sales tax, value added tax, service tax, GST, CENVAT or any other Tax, in relation to the operation and



activities of the Demerged Undertaking prior to the Appointed Date shall belong to and be received by the Demerged Company, even if the prescribed time limits for claiming such refunds or credits have lapsed. Any refund of Tax paid under Tax Laws including income tax, sales tax, value added tax, service tax, GST, CENVAT or any other Tax, in relation to the operation and activities of the Demerged Undertaking on or after the Appointed Date shall belong to and be received by the Resulting Company, even if the prescribed time limits for claiming such refunds or credits have lapsed.

- 4.4. Any Tax incentives, subsidies, exemptions, special status, tax benefits (including but not limited to export incentives, credits/ incentives in respect of income tax, sales tax, value added tax, GST, turnover tax, excise duty, service tax etc.), duty drawbacks, and other benefits, credits, exemptions or privileges enjoyed, granted by a Governmental Authority or availed of by the Demerged Company shall, without any further act or deed, in so far as they relate to or are available for the operation and activities of the Demerged Undertaking on or after the Appointed Date, vest with and be available to 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.
- 4.5. Each of the Resulting Company and the Demerged Company shall be entitled to, amongst others, file/ revise its income-tax returns, TDS certificates, TDS / TCS returns, GST returns, wealth tax returns, service tax, excise duty, sales tax, value added tax, entry tax, cess, professional tax and other statutory returns, if required, claim credit for tax deducted at source, claim for sum prescribed under section 43B of the IT Act on payment basis, claim for deduction of provisions written back by the Demerged Company and the Resulting Company previously disallowed in the hands of the Demerged Company and the Resulting Company (relating to the Demerged Undertaking) respectively under the IT Act, credit of foreign taxes paid/withheld, if any, pertaining to the Demerged Company and the Resulting Company (relating to the Demerged Undertaking) as may be required consequent to implementation of this Scheme and wherever necessary to give effect to this Scheme, even if the prescribed time limits for filing or revising such returns have lapsed without incurring any liability on the Demerged Company or Resulting Company. The Demerged Company and the Resulting Company shall also be entitled to, amongst others, obtain TDS certificates, including TDS certificates relating to transactions between or amongst the Demerged Company and the Resulting Company and shall have the right to claim refunds, advance Tax credits, input Tax credit, CENVAT credits, credits of all Taxes paid/ withheld, if any, as may be required consequent to implementation of this Scheme.
- 4.6. Any actions taken by the Demerged Company to comply with Tax Laws (including payment of Taxes, maintenance of records, payments, returns, Tax filings, etc.) in respect of the Demerged Undertaking on and from the Appointed Date up to the Effective Date shall be considered as adequate compliance by the Demerged Company with such requirements under Tax Laws and such actions shall be deemed to constitute adequate compliance by the Resulting Company with the relevant obligations under such Tax Laws.
- 4.7. Any unutilized GST credits pertaining to the Demerged Undertaking and available in the electronic input GST credit ledger of Demerged Company maintained by GSTN or as per Demerged Company's books of accounts, whichever is lower, shall, notwithstanding anything contained in this Clause, be transferred by the Demerged Company to the Resulting Company in accordance with Applicable Laws. The Demerged Company and Resulting Company shall take such actions as may be



necessary under Applicable Law to effect such transfer. GST credits and GST Liability pertaining to the activities or operations of the Demerged Undertaking between the Appointed Date and the Effective Date shall, notwithstanding anything contained in this Clause be dealt with in accordance with Applicable Laws.

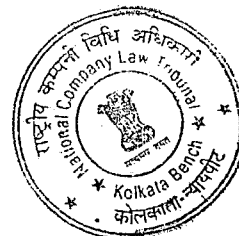
- 4.8. All liabilities under Tax Laws which relate exclusively or predominantly to the activities or operations of the Demerged Business prior to the Appointed Date shall remain the liabilities of the Demerged Company after the Effective Date, regardless of whether such liabilities arise on or after the Appointed Date. All liabilities under Tax Laws which relate exclusively or predominantly to the activities or operations of the Consumer Products Business on or after the Appointed Date shall become the liabilities of the Resulting Company upon effectiveness of the Scheme.
- 4.9. If the Demerged Company makes any payment to discharge any liabilities under Tax Laws that relate exclusively or predominantly to the activities or operations of the Consumer Products Business on or after the Appointed Date, the Resulting Company shall promptly pay or reimburse the Demerged Company for such payment. If the Resulting Company makes any payment to discharge any liabilities under Tax Laws that relate exclusively or predominantly to the activities or operations of the Consumer Products Business prior to the Appointed Date, the Demerged Company shall promptly pay or reimburse the Resulting Company for such payment.

5. **SAVING OF CONCLUDED TRANSACTIONS**

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

6. **CONTRACTS, DEEDS AND OTHER INSTRUMENTS**

- 6.1. Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, understandings whether written or oral and other instruments, if any, of whatsoever nature, in relation to the Demerged Undertaking, to which the Demerged Company is a party or to the benefit of which the Demerged Company may be eligible and which are subsisting or having effect on the Appointed Date, without any further act, instrument or deed, shall be in full force and effect against or in favour of the Resulting Company, as the case may be, and may be enforced by or against the Resulting Company as fully and effectively as if, instead of the Demerged Company, the Resulting Company had been a party or beneficiary or obligee thereto.
- 6.2. Without prejudice to other provisions of this Scheme and notwithstanding the fact that the vesting of the Demerged Undertaking occurs by virtue of this Scheme itself, the Resulting Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any Applicable Law or otherwise, execute deeds of confirmation in favour of any party to any contract or arrangement, to which the Demerged Company is a party in relation to the Demerged Undertaking, as may be necessary to be executed in order to give formal effect to the above provisions. the Resulting Company shall be deemed to be authorised to execute any such writings on behalf of the Demerged Company and to carry out or perform all formalities or compliances required for the purposes referred to above on the part



of the Demerged Company.

7 **LEGAL PROCEEDINGS**

- 7.1. All legal proceedings pertaining to the Demerged Undertaking of whatsoever nature by or against the Demerged Company pending and/or arising before the Effective Date, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against the Resulting Company, as the case may be, in the same manner and to the same extent as would or might have been continued and enforced by or against the Demerged Company. It is hereby expressly clarified that any legal proceedings by or against the Demerged Company in relation to cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Demerged Company and pertaining to the Demerged Undertaking shall be instituted, or as the case may be, continued, by or against, the Resulting Company after the coming into effect of the Scheme.
- 7.2. All legal or other proceedings pertaining to the Demerged Undertaking referred in Clause 7.1 of Part B above shall stand transferred to the name of the Resulting Company and the same shall be continued, prosecuted, defended and enforced as the case may be by or against the Resulting Company, to the exclusion of the Demerged Company.

8. **ALTERATION TO MEMORANDUM OF ASSOCIATION OF THE RESULTING COMPANY**

- 8.1. With effect from the Appointed Date, the main object clause of the memorandum of association of the Resulting Company shall be deemed to be altered and amended, without any further act or deed, to include the objects as required for carrying on the business activities of the Demerged Company pursuant to the applicable provisions of the Act. Accordingly, the memorandum of association of the Resulting Company shall be altered and amended.
- 8.2. The following clauses shall replace Clause III (7) and III (10) of the main object clause of the memorandum of association of the Resulting Company and the new Clause III(10A) shall be added to the main object clause of the memorandum of association of the Resulting Company. The revised Clause III (7) and III (10) of main object clause of the Resulting Company shall read as under:

"(7) To manufacture, produce, refine, prepare for market (whether on account of the Company or others), distill, treat, cure, submit to any process, trade, export, import, deal in, carry on the business of and for that purpose to purchase, sell, resell and repurchase and otherwise dispose of and turn to account sugar, sugarbeets, sugarcane gum, molasses, other saccharine substances, syrups, salts, vegetable oils and other products, flour, melada, chemicals, detergents, manures, oil seeds, grains, coconuts, cotton, coffee, tea, tobacco, India-rubber, balta and other gums and residual and all other produce or products and by-products and derivatives thereof and sugar candy, sweetmeats, peppermints, cubes, cardboards from Bagasse, spices and food and consumer products generally.

(10) To carry on the business as producers of, dealers in and preservers of food, foodgrains, vegetable, fruits, dairyfarms, salts and agricultural produce of all kinds and in particular, canned and preserved fruits and foodstuffs including pulses, spices and canned goods such as syrups, vinegar, assavas, sweets, condiments, baby food, fruit products, vegetables of all kind, milk, cream, butter, cheese, poultry and all



allied and by-products thereof and for the purposes thereof to establish preservation centres at any place or places and to develop such and other allied businesses to give subsidies to farmers, fishermen and other persons doing such business or who can grow and/or procure necessary materials required by the Company.

(10A) To carry on the business of buyers, sellers, traders, importers, exporters, manufacturers, dealers whether by self or any third party, processors, commission agents, distributors, dealers and representatives in any legal form and also to process, produce, mix, pack, preserve, freeze, extract, refine and deal in all types of food including but not limited to confectionary, nutrition, milk and milk products, processed foods, performance nutrition, fibres, all kind of flour whether single or multi grain, health and wellness foods, protein foods, food products, agro foods, fast foods, packed foods, food grains, edible commodities, pulses or lentils whether processed or otherwise, water purifiers, water filters, systems, appliances, devices, products, methods or apparatus in relation to water dispensation, purification and treatment, value added food additive and food products, baking and cooking soda and products that contain the same including edible and nonedible applications, staples, cereals, pseudo cereals and processed derivatives thereof, spices, seasonings, ready to eat processed food products, nutritional solutions, natural, novel and processed foods, ingredients and formulations thereof, inorganic and organic materials and compounds based on novel processing and synthesis knowhow, ready to cook foods and spices, spice mixes and pastes or semi processed food products, sugar, sugar products, vegetable, ghee, edible oil, cooking oil, mineral oil, pre and pro biotic foods, sugar substitutes, natural foods, cocoa based, and other food products in and outside India."

- 8.3. It is clarified that the approval of the members of the Resulting Company to this Scheme shall be deemed to be their consent/ approval also to the consequential alteration of the memorandum of association of the Resulting Company and the Resulting Company in terms of Clause 8.2 of Part B above shall not be required to seek separate consent/ approval of its shareholders for such alteration of the memorandum of association as required under Sections 13, 14, 61, 62 and 64 of the Act and other applicable provisions of the Act.

9. INCREASE IN AUTHORISED CAPITAL OF THE RESULTING COMPANY

- 9.1. Upon this Scheme becoming effective, the authorised share capital of the Resulting Company will automatically stand increased to INR 125,00,00,000 (Rupees One Hundred and Twenty-Five Crores) by simply 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.
- 9.2. Consequently, the memorandum of association of the Resulting 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 125,00,00,000 (Rupees One Hundred and Twenty-Five Crores) divided into 125,00,00,000 (Rupees One Hundred and Twenty-Five Crores) Equity Shares of Re. 1 (Rupee One) each with power to increase and reduce the capital of the Company or to divide the shares in the capital for the time being into several classes and to attach thereto respectively any preferential, deferred, qualified or special rights, privileges or condition as may be determined by or in accordance with the Articles of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be for the time being provided by the Articles of the Company and the legislative provisions for the time being in force."



- 9.3. Further, the articles of association of the Resulting Company shall also without any act, instrument or deed be and stand altered, modified and amended pursuant to Sections 14 and 61 of the Act and other applicable provisions of the Act, as the case may be, and the existing Clause 3A of the articles of association of the Resulting Company be replaced by the following clause:

"3A The Authorised Share Capital of the Company shall be such as may be authorized by Clause V of the Memorandum of Association of the Company from time to time."

- 9.4. It is clarified that the approval of the members of the Resulting Company to this Scheme shall be deemed to be their consent/approval also to the consequential alteration of the memorandum of association and articles of association of the Resulting Company and the Resulting Company shall not be required to seek separate consent/approval of its shareholders for such alteration of the memorandum of association and articles of association, as required under Sections 13, 14, 61, 62 and 64 of the Act and other applicable provisions of the Act.

10. STAFF, EMPLOYEES & WORKMEN

- 10.1. Upon the coming into effect of this Scheme, all the employees of the Demerged Company engaged in or in relation to the Demerged Undertaking immediately prior to the Effective Date, shall become the employees of the Resulting Company without any break or interruption of service and with the benefit of continuity of service on terms and conditions which are not less favourable than the terms and conditions as were applicable to them immediately prior to the Effective Date.
- 10.2. the Resulting Company agrees that the service of all employees engaged in or in relation to the Demerged Undertaking immediately prior to the Effective Date shall be taken into account for the purpose of all retirement benefits to which they may be eligible in the Demerged Company immediately prior into coming into effect of this Scheme. the Resulting Company further agrees that for the purpose of payment of any retrenchment compensation, gratuity or other terminal benefits, such past service with the Demerged Company, shall also be taken into account and agrees and undertakes to pay the same as and when payable.
- 10.3. Upon the coming into effect of this Scheme, the Resulting Company shall make all the necessary contributions for such transferred employees engaged in or in relation to the Demerged Undertaking and deposit the same in provident fund, gratuity fund or superannuation fund or any other special fund or staff welfare scheme or any other special scheme. the Resulting Company will also file relevant intimations to the statutory authorities concerned who shall take the same on record and substitute the name of the Resulting Company for the Demerged Company.
- 10.4. Subject to the Applicable Law, the existing provident fund, gratuity fund and pension and/or superannuation fund/trusts, retirement funds or employees state insurance schemes or pension scheme or employee deposit linked insurance scheme or any other benefits, if any, created by the Demerged Company for employees engaged in or in relation to the Demerged Undertaking, shall be continued on the same terms and conditions and will be transferred to the necessary funds, schemes or trusts of the Resulting Company without any separate act, deed or approval and till the time such necessary funds, schemes or trusts are created by the Resulting Company, all contribution shall continue to be made to the existing funds, schemes or trusts of the Demerged Company.



11 CHANGE OF NAME OF THE RESULTING COMPANY

- 11.1 Upon this Scheme becoming effective, the name of the Resulting Company shall stand changed to 'Tata Consumer Products Limited' or such other name which is available and approved by the Registrar of Companies, by simply filing the requisite forms with the relevant Governmental Authority and no separate act, procedure, instrument, or deed and registration fees shall be required to be followed under the Act.
- 11.2. Consequently, subject to Clause 11.1 of Part B above, Clause I of the memorandum of association of the Resulting Company shall without any act, act, procedure, instrument or deed be and stand altered, modified and amended pursuant to Sections 13, 232 and other applicable provisions of the Act, and be replaced by the following clause:

"The name of the Company is Tata Consumer Products Limited."

- 11.3. It is clarified that in the event any name other than 'Tata Consumer Products Limited' is made available by the Registrar of Companies and is acceptable to the Board of the Resulting Company, the name of the Resulting Company shall be changed to such other name and Clause 11.2 of Part B of this Scheme shall be read and applied accordingly. It is hereby further clarified that, for the purposes of acts and events as mentioned in Clause 11.1 and 11.2 of Part B above, the consent of the shareholders of the Resulting Company to this Scheme shall be deemed to be sufficient for the purposes of effecting the aforementioned amendment and that no further resolution under Sections 13 and 14 or any other applicable provisions of the Act, would be required to be separately passed, nor any additional fees (including fees and charges to the relevant Registrar of Companies) or stamp duty, shall be payable by the Resulting Company.

12. TREATMENT OF THE SCHEME FOR THE PURPOSES OF IT ACT

The Scheme has been drawn up to comply with the conditions relating to "Demerger" as specified under Section 2(19AA) of the IT Act. If any of the terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section at a later date including resulting from an amendment of Applicable Law or for any other reason whatsoever, the provisions of the said section shall prevail and the Scheme shall stand modified to the extent necessary to comply with the Section 2(19AA) of the IT Act. Such modification will however not affect other parts of the Scheme.



PART C

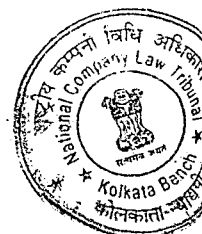
GENERAL TERMS & CONDITIONS

1. REMAINING BUSINESS

- 1.1 The Remaining Business and all the assets, liabilities and obligations relating or pertaining thereto shall continue to belong solely to and continue to be vested solely in and be managed by the Demerged Company.
- 1.2 All legal, tax and other proceedings by or against the Demerged Company under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, whether or not in respect of any matter arising before the Effective Date, which does not specifically pertain or relate to the Demerged Undertaking (including those relating to any right, power, liability, obligation or duty, of the Demerged Company in respect of the Remaining Business) shall be continued and enforced solely by or against the Demerged Company only, without any liability arising on the Resulting Company or its shareholders.
- 1.3 the Demerged Company shall carry on all business and activities pertaining or relating to the Remaining Business in its own name and on its own account and its own behalf in all respects.

2. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

- 2.1 With effect from the Appointed Date and up to and including the Effective Date:
 - 2.2.1 the Demerged Company (with respect to the Demerged Undertaking) shall be deemed to have been carrying on and shall carry on its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of the assets for and on account of, and in trust for the Resulting Company;
 - 2.2.2 all profits or income arising or accruing to the Demerged Company with respect to the Demerged Undertaking and all taxes paid thereon (including but not limited to tax deducted at source, taxes withheld/ paid in a foreign country, etc.) or losses arising or incurred by the Demerged Company with respect to the Demerged Undertaking shall, for all purposes, be treated as and deemed to be the profits or income, taxes or losses, as the case may be, of the Resulting Company;
 - 2.2.3 all loans raised and all liabilities and obligations incurred by the Demerged Company with respect to the Demerged Undertaking after the Appointed Date and prior to the Effective Date, shall, subject to the terms of this Scheme, be deemed to have been raised, used or incurred for and on behalf of the Resulting Company and to the extent they are outstanding on the Effective Date, shall also, without any further act or deed be and be deemed to become the debts, liabilities, duties and obligations of the Resulting Company;
- 2.2 Except as provided under this Scheme, from the date of the Scheme being approved by the Board of Directors of the Demerged Company and the Resulting Company and up to the Effective Date, the Demerged Company shall carry on the business of the



Demerged Undertaking with diligence and prudence in the ordinary course, consistent with past practice in good faith and in accordance with Applicable Law.

- 2.3. The Resulting Company shall be entitled, pending the sanction of the Scheme, to apply to the Governmental Authorities concerned as are necessary under any Applicable Law for such consents, approvals and sanctions which the Resulting Company may require to carry on the business undertaken by the Demerged Company with respect to the Demerged Undertaking and to give effect to the Scheme.

3. FACILITATION PROVISIONS

- 3.1. The Demerged Company and the Resulting Company shall enter into shared services agreements and long term supply agreement, as may be necessary, on such terms and conditions that may be agreed between the Demerged Company and the Resulting Company and on payment of consideration on an arm's length basis and which is in the ordinary course of business.
- 3.2. It is clarified that, in respect of the arrangements contemplated in Clause 3.1 of Part C above, approval of the Scheme by the shareholders of the Demerged Company and the Resulting Company under Sections 230 to 232 of the Act shall be deemed to have their approval under applicable provisions of the Act and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, if and to the extent required and that no separate approval of the of the Board or audit committee or shareholders shall be required to be sought by either of the Demerged Company and/or the Resulting Company.

4. PROPERTY IN TRUST

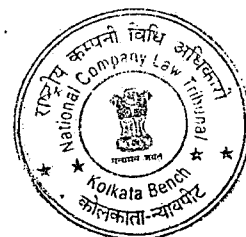
Notwithstanding anything contained in this Scheme, until any property, asset, license, approval, permission, contract, agreement and rights and benefits arising therefrom are transferred, vested, recorded, effected and/or perfected, in the records of the Governmental Authority (ies), regulatory bodies or otherwise, in favour of the Resulting Company, the Resulting Company is deemed to be authorized to enjoy the property, asset or the rights and benefits arising from the license, approval, permission, contract or agreement as if it were the owner of the property or asset or as if it were the original party to the license, approval, permission, contract or agreement. It is clarified that till entry is made in the records of the Governmental Authority (ies) and till such time as may be mutually agreed by the Demerged Company and the Resulting Company, the Demerged Company will continue to hold the property and/or the asset, license, permission, approval as the case may be in trust on behalf of the Resulting Company.

5. APPLICATIONS TO NCLT

The Demerged Company and the Resulting Company shall simultaneously make necessary applications / petitions to the NCLT, where the registered offices of the Demerged Company and the Resulting Company are situated, for sanctioning this Scheme and all matters ancillary or incidental thereto under Sections 230 to 232 and other applicable provisions of the Act.

6. MODIFICATIONS OR AMENDMENTS TO THE SCHEME

- 6.1. The Demerged Company and the Resulting Company, through their respective Board of Directors or such other person or persons as the respective Board of Directors may authorize (including any committee or sub-committee thereof);



- (a) may, collectively, make and/or consent to any modifications / amendments to the Scheme or to any conditions or limitations that the NCLT or any other Governmental Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them.
- (b) shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions, whether by reason of any directive or orders of any other authorities or otherwise, arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

6.2. In case, post approval of the Scheme by the NCLT, there is any confusion in interpreting any clause of this Scheme, or otherwise, the Board of Directors of the Demerged Company and the Resulting Company shall have complete power to take the most sensible interpretation so as to render the Scheme operational.

7. WITHDRAWAL OF THE SCHEME

The Demerged Company and the Resulting Company shall be at liberty to withdraw this Scheme at any time as may be mutually agreed by the Boards of Directors of the Demerged Company and the Resulting Company prior to the Effective Date. In such a case, the Demerged Company and the Resulting Company shall respectively bear their own cost or as may be mutually agreed. It is hereby clarified that except as otherwise agreed by the Demerged Company and Resulting Company in writing, the Demerged Company and the Resulting Company shall not be entitled to withdraw the Scheme unilaterally without the prior written consent of the other company.

8. SCHEME CONDITIONAL ON APPROVALS/ SANCTIONS

The Scheme is and shall be conditional upon and subject to the followings:

- 8.1. The requisite consents, no-objections and approvals of the Stock Exchanges and SEBI to the Scheme in terms of the SEBI Circular, on terms acceptable to the Demerged Company and the Resulting Company;
- 8.2. The Scheme being approved by respective requisite majorities in numbers and value of such classes of members and creditors of the Demerged Company and the Resulting Company as may be directed by the NCLT under Sections 230 and 232 of the Act;
- 8.3. The Scheme being approved by the majority of public shareholders of the Demerged Company and the Resulting Company (by way of e-voting) as required under the SEBI Circular. The term 'public' shall carry the same meaning as defined under Rule 2 of Securities Contracts (Regulation) Rules, 1957;
- 8.4. The Scheme being sanctioned by the NCLTs under Sections 230 to 232 of the Act, on terms acceptable to the Demerged Company and the Resulting Company; and
- 8.5. The certified copies of the NCLT Order(s) being filed with the Registrar of Companies by the Demerged Company and the Resulting Company.

9. EFFECT OF NON-RECEIPT OF APPROVALS / SANCTIONS

The Scheme shall not come into effect unless the aforementioned conditions mentioned in Clause 8 of Part C above are satisfied and in such an event, unless each of the conditions are



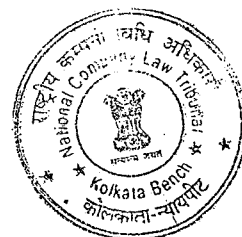
satisfied, no rights and liabilities whatsoever shall accrue to or be incurred *inter-se* the Demerged Company and the Resulting Company or their respective shareholders or creditors or employees or any other Person.

10. SEVERABILITY

If any provision of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the mutual agreement of the Demerged Company and the Resulting Company in writing, affect the validity or implementation of the other provisions of this Scheme. If any provision of this Scheme hereof is invalid, ruled illegal by any court or tribunal of competent jurisdiction or unenforceable under present or future Applicable Laws, then it is the intention of the Parties that such provision shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such provision shall cause this Scheme to become materially adverse to any Party, in which case the Parties shall attempt to bring about a modification in the Scheme, as will best preserve for such Parties the benefits and obligations of the Scheme, including but not limited to such provision.

11. COSTS

All costs, charges and expenses including stamp duty on any deed, document, instrument or NCLT Orders including this Scheme or in relation to the Scheme and of carrying out and implementing the terms and provisions of this Scheme and incidental to the completion of arrangement in pursuance of this Scheme shall be borne and paid by the respective Party.



Before the National Company Law Tribunal

Kolkata Bench

Company Petition No. 1992 of 2019

Connected With

Company Application No.1147 of 2019

In the Matter of the Companies Act, 2013 ("Act")- Section
230(6) read with Section 232(3)

And

In the Matter of:

Tata Global Beverages Limited, a Company incorporated
under the provisions of the Companies Act, 1956 and being a
Company within the meaning of the Companies Act, 2013,
having Corporate Identification Number
L15491WB1962PLC031425 and its registered office at 1,
Bishop Lefroy Road, Kolkata 700 020 in the State of West
Bengal.

..... Petitioner

SCHEDULE OF ASSETS

of Demerged Undertaking of Tata Chemicals Limited ("Demerged Company") as on 1st April 2019
("Appointed Date") to be transferred to Tata Global Beverages Limited ("Resulting Company") under
Scheme of Arrangement ("Scheme"), being Annexure "A" to Company Petition No.1992 of 2019
Connected with Company Application No.1147 of 2019

Part - I

(Short Description of Freehold Property of the Demerged Undertaking of the Demerged Company)

NIL

Part - II

(Short Description of Leasehold Property of the Demerged Undertaking of the Demerged Company)

A. Property taken on lease from the following Lessors:-

Sl. No.	Location	Lessor	Details of Premises
1.	Bangalore,	Mr. S. Siddagangaiah	Converted Sy.No. 15/1 and Sy.No.16/2 converted



Sl. No.	Location	Lessor	Details of Premises
	Karnataka		from agricultural land to non-agricultural warehouse purpose vide conversion order bearing No. ALN(NK)SR.24/13-14, Dated 28/04/2014 issued by the Deputy Commissioner, Neelamangala District, Bangalore Rural, Bangalore, situated at Hyadalu village, Kasaba Hobli, Nelamangala taluk, Bangalore Rural District, Bangalore, Karnataka
2.	Kheda, Gujarat	Shahenajbanu Iqbal Dholwala and 9 others	Gala Nos. 10 to 15 in Shed 'N' in the complex known as 'Sumar Logistics and Industrial Park' which is situated, lying and being on the land bearing Survey No. 737 and 739, Village Hariyala, Kheda District, Gujarat 387411, India
3.	Kheda, Gujarat	Raziyabibi Mohammad Harun Saiyed and two others	Gala Nos. 8B, 8C, 9A & 9B in Shed 'N' in the complex known as 'Sumar Logistics and Industrial Park' which is situated, lying and being on the land bearing Survey No. 737 Village Hariyala, Kheda District, Gujarat 387411, India
4.	Raipur	L.L. Logistics Private Limited	Warehouse/godown lying on land situated at Kh. No. 557/1, Village- Girrod, P.H. No. 22, RI Circle Raipur, Tahsil and Dist. – Raipur, Chhattisgarh
5.	Hyderabad	Container Corporation of India Limited	Inland Container Depot Sanath Nagar, New Railway Goods Shed Road, Moosapet, Hyderabad – 500018, State: Telengana

B. Building No. 1/466 (1) old No 1/90-9 on NH 47 Seminarypadi Junction U.C. College P.O Aluva, at Kochi, Kerala taken on Leave and License basis from Ummer Mohamed and Sabira Ummer

C. Business Centre on 10th Floor, Regus Levana Cyber heights, Vibhuti Khand, Gomtinagar, Lucknow 226010 taken on lease from Alacrity Business Centre Private Limited.

D. Commercial space in premises, being "Sai Krishna Complex", lying on land situated at Village Kuksa Bhiwandi, Taluka, District Thane, Maharashtra India taken on leave and license basis from Smt. Jayshree Chandrakant Sherekar, Shri Umesh Chandrakant Sherekar, Smt. Swati Sunil Sontakke and Messrs. Krishna Complex.







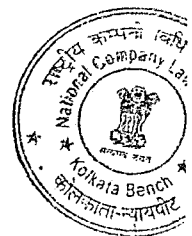
Part - III




(Short description of stocks, shares, debentures and other choses in action of the Demerged Undertaking of the Demerged Company)

1. All receivables, debtors and other choses in action of the Demerged Company relating to the Demerged Undertaking described in Clause 1.10 of Part A of the Scheme
2. All intellectual property of the Demerged Company relating to the Demerged Undertaking, as provided in the Scheme, and subject to the terms and conditions of the Scheme and agreements pursuant to the Scheme, including all registered and unregistered intellectual property and all intellectual property, registration whereof is applied for but is pending. The same include the following:-




Part A – Trademarks owned by and registered in the name of the Demerged Company:-

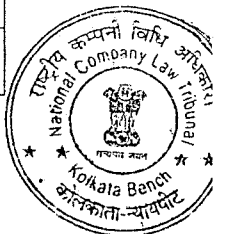
Sr. No.	Trade mark	Registration No.	Class	Status / Valid till
1.	BIOEASY	3308967	30	13.07.2026
2.		3436215	29	15.12.2026
3.		3436216	30	15.12.2026
4.		3436217	32	15.12.2026
5.	DX DETERGENT XPERT	3986892	03	30.10.2028
6.	DX DETERGENT EXPERT	3986893	03	30.10.2028
7.	DX	3986894	03	30.10.2028
8.	Nutri-Sampann	3709816	30	22.12.2027
9.	 RAKSHAK	847766	03	10.02.2019
10.	Y O G	1023136	30	04.07.2021
11.	MANTHAN	1023138	30	04.07.2021
12.	SAMUNDER	1023736	30	05.07.2021

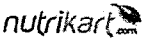



Sr. No.	Trade mark	Registration No.	Class	Status / Valid till
13.	 SAMUNDER SALT IODIZED	1025791	30	11.07.2021
14.	 SAMUNDER SALT (DEVICE)	1129595	30	28.08.2022
15.	INDINAMAK	1166070	30	13.01.2023
16.	INDISALT	1166071	30	13.01.2023
17.	SHUDH INDISALT	1166072	30	13.01.2023
18.	INDI BICARB	1166073	01	13.01.2023
19.	INDI COOKING SODA	1166074	01	13.01.2023
20.	INDI MEETHA SODA	1166075	01	13.01.2023
21.	INDI SWEET SODA	1166076	01	13.01.2023
22.	MEETHA SODA	1166078	01	13.01.2023
23.	INDI EATING SODA	1166081	01	13.01.2023
24.	VISHWAS	1182266	01	11.03.2023
25.	SHUBHAM	1182267	01	11.03.2023
26.	AAHAR	1182268	01	11.03.2023
27.	SAMUNDER	1217027	01	23.07.2023
28.	 TATA SAMUNDER COOKING SODA (LABEL) [DEVICE OF FOOD]	1275260	01	26.03.2024
29.	TOSS 2 TASTE	1295008	30	08.07.2024
30.	TOPP. FINE TABLE SALT	1307396	30	08.09.2024
31.	INDI FRESH	1461089	31	16.06.2026
32.	FRESH ACE	1461090	31	16.06.2026
33.	GREEN ACE	1461091	31	16.06.2026
34.	FLAVORITZ	1737950	30	Not renewed
35.	TUMCHILL	1762782	05	11.12.2028
36.	ACTT	1887240	03	23.11.2029

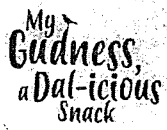


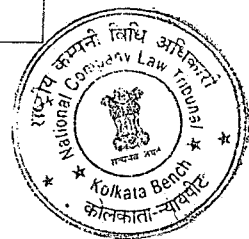
Sr. No.	Trade mark	Registration No.	Class	Status / Valid till
37.	XIP	1887241	03	23.11.2029
38.	QYK	1887242	05	23.11.2029
39.	FYZZ	1887243	05	23.11.2029
40.	Desh ke live 5 min	2278135	30	06.02.2022
41.	Desh ke live 5 min	2278136	35	06.02.2022
42.	SAMPANN	2939336	31	10.04.2025
43.	ISAMPAN	2939339	31	10.04.2025
44.	ISAMPANN	2939337	31	10.04.2025
45.	ISAMPANN	2939331	29	10.04.2025
46.	ISAMPANN	2939334	30	10.04.2025
47.	NUTRIKART	3134377	30	21.12.2025
48.	 NUTRIKART.COM	3423234	29	30.11.2026
49.	 NUTRIKART.COM	3423235	30	30.11.2026
50.	 NUTRIKART.COM	3423238	35	30.11.2026
51.	ISUMPAN	2975779	31	01.06.2025
52.	ISUMPUN	2975759	29	01.06.2025
53.	ISUMPAN	2975763	29	01.06.2025
54.	SUMPANN	2975772	30	01.06.2025
55.	ISUMPANN	2975778	31	01.06.2025
56.	ISUMPUNN	2975758	29	01.06.2025
57.	ISUMPANN	2975770	30	01.06.2025
58.	ISUMPUNN	2975766	30	01.06.2025
59.	SUMPUN	2975769	30	01.06.2025
60.	ISUMPANN	2975762	29	01.06.2025









Sr. No.	Trade mark	Registration No.	Class	Status / Valid till
61.	ISUMPAN	2975771	30	01.06.2025
62.	ISUMPUN	2975775	31	01.06.2025
63.	SUMPUNN	2975776	31	01.06.2025
64.	SAMPAN	2939328	29	10.04.2025
65.	SAMPAN	2939332	30	10.04.2025
66.	SAMPANN	2939329	29	10.04.2025
67.	SAMPANN	2939333	30	10.04.2025
68.	ISAMPAN	2939335	30	10.04.2025
69.	NUTRIKART	3134379	35	21.12.2025
70.	NUTRIKART	3134378	31	21.12.2025
71.	 NUTRIKART.COM	3423237	31	30.11.2026
72.		3436214	05	15.12.2026
73.	HERBESSENCE	4137949	30	04.04.2029


Part B - Trademarks owned by the Demerged Company in respect of which applications for registration are pending: -

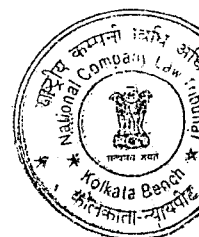
Sr. No.	Trade mark	Application No.	Application Date	Class
1.	Desh ke live 5 min	2278134	February 06, 2012	38
2.	ISAMPAN	2939330	April 10, 2015	29
3.	LA NATURE	4137948	April 4, 2019	30
4.		4026973	December 14, 2018	30
5.	PARIPOORNA	1472192	July 21, 2006	01
6.	PARIPOORNA	1472193	July 21, 2006	30
7.	I SHAKTI	1023137	July 04, 2001	30
8.	I-SHAKTI (DEVICE)	1033342	August 01, 2001	30
9.	SAMUNDER SALT (DEVICE)	1033343	August 01, 2001	30





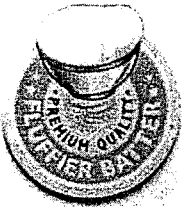


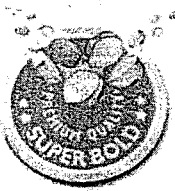
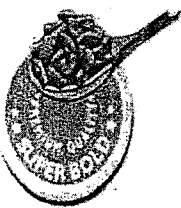


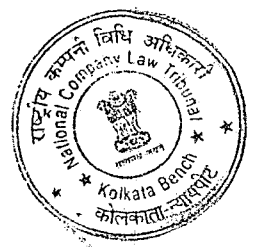
Sr. No.	Trade mark	Application No.	Application Date	Class
10.	 TOPP	1308019	September 10, 2004	30
11.		1488172	September 18, 2006	30
12.	I-SHAKTI	1488173	September 18, 2006	30
13.	 I-SHAKTI	1488174	September 18, 2006	30
14.		1488175	September 18, 2006	30
15.	 I-SHAKTI	1884692	November 16, 2009	01
16.	 I-SHAKTI	1908239	January 13, 2010	01
17.	I-SHAKTI	1908240	January 13, 2010	01
18.	NUTRIKORNER	4257855	August 06, 2019	29
19.	NUTRIKORNER	4257856	August 06, 2019	30
20.	NUTRIKORNER	4257857	August 06, 2019	31
21.	NUTRIKORNER	4257858	August 06, 2019	35






PART C - Copyrights owned by and registered in the name of the Demerged Company:-

Sr. No.	Type of Work	Image	Registration No.	Date of Registration
1.	Artistic		A-43490/83	December 5, 1983




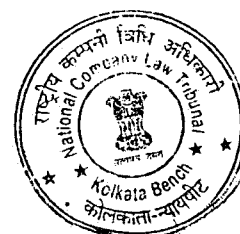
2.	Artistic		A-72990/2005	May 10, 2005
3.	Artistic		A-72992/2005	May 10, 2005
4.	Artistic		A-95228/2012	December 13, 2012
5.	Artistic		A-107645/2013	November 7, 2013
6.	Artistic		A-104612/2013	September 6, 2013
7.	Artistic		A-104624/2013	September 6, 2013
8.	Artistic	Premium Quality Super Bold (Green and Brown label)	A-104639/2013	September 6, 2013
9.	Artistic		A-104627/2013	September 6, 2013
10.	Artistic		A-104637/2013	September 6, 2013
11.	Artistic		A-113997/2015	August 13, 2015

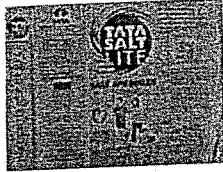
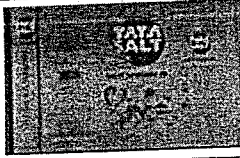

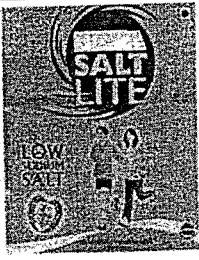
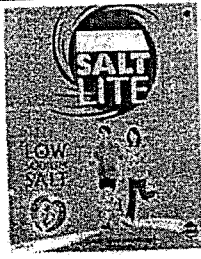



12.	Artistic	TATA Nutrikart with Logo	A-120048/2015	September 11, 2017
13.	Artistic		A-120053/2017	September 11, 2017
14.	Artistic		A-120050/2017	September 11, 2017
15.	Artistic		A-120054/2017	September 11, 2017
16.	Artistic		A-120051/2017	September 11, 2017
17.	Artistic		A-120055/2017	September 11, 2017

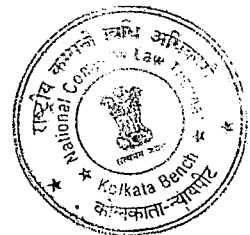
Part D - Copyrights owned by the Demerged Company in respect of which applications for registrations are pending


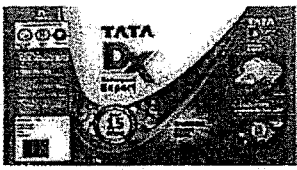
Sr. No.	Type of work	Image	Diary No.	Date of Copyright Application
1.	Artistic		36183	April 6, 2013







Sr. No.	Type of work	Image	Diary No.	Date of Copyright Application
2.	Artistic		27896/2010-11	May 26, 2011
3.	Artistic		27897/2010-11	May 26, 2011
4.	Artistic		2330/2000-01	October 13, 2000
5.	Artistic		24636/2009-10	September 17, 2009
6.	Artistic		24637/2009-10	September 17, 2009
7.	Artistic		CC No. 65938/3/11/2014	October 07, 2014

Part E - All rights pursuant to license arrangement between the Demerged Company and Tata Sons Limited ("TSL") in the copyrights belonging to TSL and in respect of which applications of TSL for registration are pending:-



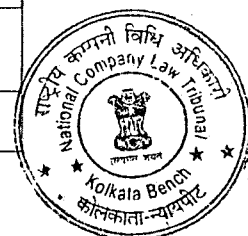
Sr. No.	Type of work	Image	Diary No.	Date of Copyright Application
1.	Artistic		Search Clearance Certificate from Trademark Registry awaited	February 15, 2018
2.	Artistic		Search Clearance Certificate from Trademark Registry awaited	December 14, 2018



Part F - All rights pursuant to license arrangement between the Demerged Company and TSL in the trademarks belonging to and registered in the name of TSL:-

Sr. No.	Trade mark	Application No.	Application Date	Class
1.		1553369	April 26, 2007	30
2.		1553368	April 26, 2007	30
3.		1553370	April 26, 2007	30
4.	TATA SALT PLUS	1632281	December 18, 2007	30
5.		1638735	January 7, 2008	30
6.	TATA SALT	3727644	January 15, 2018	01, 16, 30

Part G - All rights pursuant to license arrangement between the Demerged Company and TSL in the trademarks belonging to TSL and in respect of which applications of TSL for registration are pending:-

Sr. No.	Trade mark	Application No.	Application Date	Class
1.	TATA I-SHAKTI	2593767	September 10, 2015	30
2.	TATA DX	3979698	October 22, 2018	03



Sr. No.	Trade mark	Application No.	Application Date	Class
3.		4030559	December 18, 2018	03
4.		3754512	February 15, 2018	29, 30, 31
5.	TATA SAMPANN	3997992	November 14, 2018	29, 30, 31
6.	TATA I-SHAKTI	2758331	June 18, 2014	30
7.	TATA DX DETERGENT XPRT	3979696	October 22, 2018	03
8.	TATA DX DETERGENT EXPERT	3979697	October 22, 2018	03

Part H - All rights pursuant to license arrangement between the Demerged Company and TSL in foreign trademarks belonging to TSL:-

Sr. No.	Trade mark	Application No.	Country	Class	Status
1.	TATA SALT	2018068591	Malaysia	30	Pending
	TATA SAMPANN	2018068584	Malaysia	29	Pending Statutory declaration sent
2.	TATA SAMPANN	2018068577	Malaysia	30	Pending
3.	TATA SALT	4/10444/2018	Myanmar	30	Registered
4.	TATA SAMPANN	4/10445/2018	Myanmar	29 and 30	Registered
5.	TATA SALT	125847	Qatar	30	Pending
6.	TATA SAMPANN	125848	Qatar	29	Pending
7.	TATA SAMPANN	125849	Qatar	30	Pending
8.	TATA SALT	Registration No. 1440009412	Saudi Arabia	30	Registered
9.	TATA SAMPANN	168179	Saudi Arabia	30	Pending
10.	TATA SAMPANN	168178	Saudi Arabia	29	Pending





No. LA NO - 215/2020
Date of Presentation 08/01/2020
of application for Copy.....
No. of Pages..... fifty five
Copying Fee..... 225/-
Registration & Postage Fee..... 500/-
Total ₹..... 725/-
Date of Receipt & 28/01/2020
Record of Copy.....
Date of Preparation of Copy..... 30/01/2020
Date of Deliver of Copy..... 30/01/2020

Rbanjee
DD/DR/AR / Court Officer 30/1/20
National Company Law Tribunal
Kolkata Bench