

**SCHEME OF SELECTIVE CAPITAL REDUCTION OF THE ISSUED  
SUBSCRIBED AND PAID-UP SHARE CAPITAL**

**BETWEEN**

**KEYNOTE FINANCIAL SERVICES LIMITED**

**AND**

**ITS SHAREHOLDERS AND CREDITORS**

**UNDER SECTION 66 READ WITH SECTION 52 AND OTHER APPLICABLE  
SECTIONS OF THE COMPANIES ACT, 2013 AND NATIONAL COMPANY LAW  
TRIBUNAL (PROCEDURE FOR REDUCTION OF SHARE CAPITAL OF  
COMPANY) RULES, 2016**



## INTRODUCTION

### A. PREAMBLE

This Scheme of Reduction of Issued, Subscribed and Paid-up Equity Share Capital is made pursuant to the provisions of Section 66 of the Companies Act, 2013 read with the National Company Law Tribunal (Procedure for Reduction of Share Capital of Company) Rules, 2016 and provides for the cancellation and extinguishment of selective issued, subscribed and paid-up Equity Share Capital of Keynote Financial Services Limited ("the Company") as well as various other matters consequential or otherwise integrally connected thereto.

The purpose of this Scheme is to undertake a restructuring of equity share capital of Company and to give a more true and realistic view of the financial position of the Company and other matters incidental thereto.



**B. BACKGROUND AND DESCRIPTION OF THE COMPANY**

- a. Keynote Financial Services Limited (hereinafter called as the “Company”) is incorporated in the name of “Keynote Corporate Services Private Limited” on the 16<sup>th</sup> Day of June 1993, under the provisions of the Companies Act, 1956. Subsequently, the Company was converted into a Public Limited Company and the name of the Company was changed from “Keynote Corporate Services Private Limited” to “Keynote Corporate Services Limited” and a fresh certificate of incorporation was issued on 5<sup>th</sup> Day of November, 1993. Subsequently, the name of Company was changed from “Keynote Corporate Services Limited” to “Keynote Financial Services Limited” and a fresh certificate of incorporation was issued on 23<sup>rd</sup> Day of April, 2019. The registered office of the Company is situated at “The Ruby, 9<sup>th</sup> Floor, Senapati Bapat Marg, Dadar (West), Mumbai- 400 028.”
- b. The Corporate Identification Number (“CIN”) is L67120MH1993PLC072407 and its Permanent Account Number (“PAN”) is AAACK3234D.
- c. The equity shares of the Company are currently listed with BSE Limited and National Stock Exchange of India Limited.
- d. The Company is registered as Category 1 merchant Banker, having SEBI registration number INM000003606. The services of the Company enables clients to access Capital Markets, Corporate Finance Advisory, Mergers and Acquisitions Advisory, ESOP Advisory, Equity/Debt Placements and Restructuring.





- e. The main objects of the Company as set out in the Memorandum of Association of the Company are as follows:

*To carry on the business as lead managers, advisors, consultants, issue house, managers and advisors to public/rights issue of equity and preference shares, debentures, other securities and units and to act as shares consultants, registrar and transfer agent, underwriters and researchers.*

*To carry on the business of Merchant Banking and Portfolio Management subject to Securities and Exchange Board of India (Merchant Banking) Rules and Regulations, 1992 and such other approvals as may be required from other authorities subjects to compliance of any other law in this regard, but not to carry on all or any part of banking business as contemplated by the Reserve Bank of India Act/Banking Regulations Act, 1949.*

- f. Capital Reduction and the Articles of Association of the Company:

Article 40 of the Articles of Association of the Company authorizes the Company by special resolution to reduce its share capital in any manner. Article 40 of the Articles of Association of the Company for the sake of ready reference, is set out hereunder:

*The Company may, by special resolution, reduce in any manner and with and subject to, any incident authorised and consent required by law*

- a) its share capital;*
- b) any capital redemption reserve account; or*
- c) any share premium account.*



C. RATIONALE AND BENEFITS OF THE SCHEME

The rationale and benefits of the proposed Scheme are as follows:

- a) This Scheme of Selective reduction of capital is made by Keynote Financial Services Limited formerly known as Keynote Corporate Services Limited in accordance with the provisions of Section 66 of the Companies Act, 2013, read with the National Company Law Tribunal (Procedure for Reduction of Share Capital of Company) Rules, 2016 and other applicable provisions, if any. The primary objective of this scheme is to reorganize and selectively reduce the equity share capital of Keynote Financial Services Limited.
- b) Pursuant to the Scheme of Amalgamation of Cobal Investment Company Limited, Starline Ispat and Alloys Limited, Galaxy Leasing Limited, Keynote Finstock Limited, Plethora Investment Company Limited, and West Coast Lighterage Company Private Limited into the Company duly sanctioned by Hon'ble High Court of Judicature at Allahabad, vide order dated December 21, 2006, Hon'ble High Court of Judicature at Bombay vide order dated March 9, 2007 and Hon'ble High Court of Judicature at Guwahati vide order dated March 19, 2007 and becoming fully effective led to allotment of shares of the Company to the shareholders of the Transferor Companies. Accordingly, implementation of this Scheme would have lead to the Company holding shares of itself. Upon the Scheme becoming effective, these share were transferred to the trustees of the Keynote Trust ("Trust"). This Trust was holding these shares for the exclusive benefit of the Company and the shares held by the Keynote Trust are contingent on the Trust's existence. Therefore, to better represent Keynote Financial Services Limited's Capital Structure, it is necessary to realign and reorganize the Share Capital by cancelling the Shares held by the Trust through the process of Capital reduction.





- c) Upon the Scheme becoming effective, the Company would be able to better represent its shareholding pattern. This Scheme would be value accretive to the shareholders as well, as their holding would yield better results.
- d) Upon the Scheme becoming effective, it would enable the Company to explore opportunities for the benefit of its Shareholders, including higher form of dividend payments, in terms of the applicable laws.
- e) The Scheme after full implementation, will result in making the Company's balance sheet leaner and rationalised.
- f) The Scheme, if approved by the shareholders and NCLT, would provide greater flexibility to the Company in raising funds either from the capital market or from any bank/ financial institutions in the form of equity or debt, depending on the business needs of the Company.
- g) The present reduction of the Equity Share Capital of the Company is also being carried out inter-alia to:
  - a. re-adjust the relation between its capital and assets; and
  - b. to realign & reorganise the share Capital in accordance with compliance as per Companies Act, 2013.
  - c. ensure that the financials Company reflects the current position of the Company in accordance with Shareholding Pattern and Voting Rights.



- h) The reduction of capital in the manner proposed would enable the Company to have a rational structure which is commensurate with its remaining business and assets.
- i) The proposed reduction of the Equity Share Capital will be for the benefit of the Company and its Equity Shareholders, Creditors and all other concerned stakeholders as a whole.
- j) Upon the Scheme becoming effective and after obtaining the necessary approvals, consent, permissions, Keynote Trust whose Equity Shares are being cancelled in the manner prescribed under this Scheme will receive NIL consideration as against the said cancellation/ extinguishment of the Equity Share Capital, including but not limited to redemption amounts or exit consideration thereon (whether such consideration is the nominal value of the shares or higher), all outstanding dividends, and share premiums, if any.

**D. PARTS OF THE SCHEME**

The scheme is divided in to following parts:

- a. **Part I:** which deals with the Definitions, Interpretations, Capital Structure;
- b. **Part II:** deals with the Selective Reduction of Equity Share Capital of the Company, and;
- c. **Part III:** deals with General Terms and Conditions applicable to the Scheme.



## PART-1

### 1. DEFINITIONS

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

- 1.1. **“Act” or “The Act”** means the Companies Act, 2013 and the rules, regulations, circulars and notifications issued thereunder and will include any Statutory Modification, Re-enactments and/or amendments thereof from time to time, including without limitation the National Company Law Tribunal (Procedure for Reduction of Share Capital of Company) Rules, 2016, each as amended from time to time;
- 1.2. **“Applicable Laws”** mean any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, ruling, bye-law, approval of any governmental authority, directive, guideline, policy, clearance, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any governmental authority having jurisdiction over the matter in question, whether in effect as of the date of this Scheme or at any time thereafter;
- 1.3. **“Appropriate Authority”** means any government, statutory, regulatory, departmental or public body or authority within the territories of Mumbai, including Registrar of Companies, Mumbai, Maharashtra;
- 1.4. **“Board” or “Board of Directors”** means the Board of Directors of the Company including any duly constituted Committee(s) thereof;





- 1.5. **“Capital Reduction”** means the selective reduction of 14,51,702 Equity Shares of Rs.10/-each of the Company held by Keynote Trust without payment of any consideration.
- 1.6. **“Company”** means Keynote Financial Services Limited; a Company having CIN: L67120MH1993PLC072407 incorporated under the provisions of Companies Act, 1956.
- 1.7. **“Effective Date”**(or) the **“Scheme being effective”** for this Scheme shall mean the date on which a certified copy of the order of the NCLT under Section 66 of the Companies Act, 2013 read with the National Company Law Tribunal (Procedure for Reduction of Share Capital of Company) Rules, 2016, is filed with the office of the Registrar of Companies.
- 1.8. **“Equity Shares”** means fully paid up equity shares of Rs. 10/- each issued by the Company.
- 1.9. **“Ind AS”** means the Indian Accounting Standards prescribed under Section 133 of the Act.
- 1.10. **“Keynote Trust”** means Trust registered before the joint sub-registrar Mumbai City no. II, under the serial no. BBE - 2/3949/2007 on May 4, 2007 as amended on time to time.
- 1.11. **“NCLT”** or **“Tribunal”** means the Hon’ble National Company Law Tribunal, Mumbai.
- 1.12. **“Registrar of Companies’** means Registrar of Companies, Mumbai.



- 1.13. **“Rules”** means National Company Law Tribunal (Procedure for Reduction of Share Capital of Company) Rules, 2016, as amended from time to time; and such other rules wherever applicable.
- 1.14. **“Scheme”** or **“the Scheme”** or **“this Scheme”** means this Scheme of Selective Capital Reduction as provided herein in its present form or with such alterations/ modifications as may be approved or imposed or directed by the any of the Regulatory Authorities and may be approved by Hon'ble Tribunal.
- 1.15. **“SEBI”** means the Securities Exchange Board of India.
- 1.16. **“SEBI Regulations”** means the regulations inter-alia including Securities Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015; as amended from time to time read with and any other applicable circulars, notifications, orders, and other communication, existing and / or as may be introduced by SEBI, from time to time.
- 1.17. **“SEBI Circular”** means the SEBI Master Circular bearing no. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023 (ii) Relaxation under Sub-Rule (7) of Rule 19 of the Securities Contracts (Regulation) Rules, 1957, as amended from time to time; or such other circulars wherever applicable.
- 1.18. **“Shareholders”** or **“The Shareholder”** means a person registered (Whether registered owner of the shares) as holders of the equity share capital in the register of members of the Company. The word **“Shareholder”** and/or **“Member”**, wherever mentioned, are used to denote the same meaning and are used interchangeably.





1.19. "Stock Exchanges" means the stock exchanges where the equity shares of the Company are listed and are admitted to trading viz. BSE Limited and the National Stock Exchange of India Limited.

1.20. "Tax Laws" means all applicable laws dealing with taxes including but not limited to income-tax, Good and Services Tax or any other levy of similar nature.

## 2. INTERPRETATION:

All the terms and expressions which are used in this scheme but not defined herein shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Companies Act, 2013, Securities Contract Regulation Act, 1956, Securities and Exchange Board of India Act, 1992, Securities and Exchange Board of India (Listing Obligations & Disclosure Requirements) Regulation 2015 i.e. Listing Regulations, Listing Agreement or other Applicable Laws, rules, regulations, bye-laws, as the case may be, including any statutory amendment, modification or re-enactment thereof, from time to time.

## 3. CAPITAL STRUCTURE

The Authorised, Issued, Subscribed and Paid-up share capital of the Keynote Financial Services Limited, as on September 30, 2023, is as under:

Authorized Share Capital	Amount (Rs.)
1,50,00,000 Equity Shares of Rs.10/- each, fully paid	Rs. 15,00,00,000
Issued Capital	Amount (Rs.)
1,12,74,417 Equity Shares of Rs.10/- each, fully paid	Rs. 11,27,44,170
Subscribed, and Paid- up Capital	Amount (Rs.)
70,18,339 Equity Shares of Rs.10/- each, fully paid	Rs. 7,01,83,390





**Shareholding pattern of promoters and public:**

Category of shareholder	No. of Shareholders	Total no. shares held
Promoter & Promoter Group	10	39,60,368
Public	3,750	30,57,971
<b>Total</b>	<b>3,760</b>	<b>70,18,339</b>

\*Subsequent to September 30, 2023 and up to the date of approval of this scheme by the Board of Directors of the Company, there has been no change in the Authorised, Issued, Subscribed and Paid up Share Capital of the Company.

The Authorised, Issued, Subscribed and Paid-up share capital of the Keynote Financial Services Limited, on implementation of Scheme will be as under:

<b>Authorized Share Capital</b>	<b>Amount (Rs.)</b>
1,50,00,000 Equity Shares of Rs.10/- each, fully paid	Rs. 15,00,00,000
<b>Issued Capital</b>	<b>Amount (Rs.)</b>
1,12,74,417 Equity Shares of Rs.10/- each, fully paid	Rs. 11,27,44,170
<b>Subscribed, and Paid- up Capital</b>	<b>Amount (Rs.)</b>
55,66,637 Equity Shares of Rs.10/- each, fully paid	Rs. 5,56,66,370



**PART-II**

**SELECTIVE REDUCTION OF THE ISSUED, SUBSCRIBED AND PAID  
UP EQUITY SHARE CAPITAL OF THE COMPANY**

**A. SELECTIVE REDUCTION OF EQUITY SHARE CAPITAL:**

- a) Upon the Scheme becoming effective, and after obtaining necessary approvals, consents and permission, issued, subscribed and paid up Equity Share Capital will be reduced to the extent of 14,51,702 Equity Shares of Rs.10/-each as on the Effective Date. These shares are held by Keynote Trust.
- b) Notwithstanding the reduction as mentioned above, the Company shall not be required to add "and reduced" as a suffix to its name and the Company shall continue in its existing name.
- c) This Scheme is being presented under Section 66 of the Act and, upon the effectiveness of the Scheme, shall have the effect of having obtained the sanction / approval of NCLT pursuant to the provisions contained in Section 66 of the Act dealing with reduction of capital and all other consequential and incidental compliances as contemplated under the Act.





- d) Equity Share Capital of the Company representing voting rights Pre and Post the proposed Scheme of Capital Reduction is as follows:

Pre - Capital Reduction				Post - Capital Reduction		
Entity	No. of shares	Share holding %	Voting %	No. of shares	Share holding %	Voting %
Promoter	39,60,368	56.43	72.53	39,60,368	71.14	72.53
Public other than Keynote Trust / IEPF	14,,99,696	21.37	27.47	14,,99,696	26.94	27.47
Keynote Trust *	14,51,702	20.68	0	NA	NA	NA
Investor Education & Protection Fund **	1,06,573	1.52	0	1,06,573	1.92	0
<b>TOTAL</b>	<b>70,18,339</b>	<b>100.00</b>	<b>100.00</b>	<b>55,66,637</b>	<b>100.00</b>	<b>100.00</b>

*Note :*

\* *"Keynote Trust" does not carry any voting rights as per "Trust Deed" in terms of Hon'ble High Court orders, representation has been accordingly made. Upon the Scheme becoming effective and after obtaining the necessary approvals, consent, permissions, Keynote Trust whose Shares are being cancelled in the manner prescribed under this Scheme shall not involve any payout to Keynote Trust and they will receive NIL consideration as against the said cancellation/ extinguishment of the Share Capital, including but not limited to redemption amounts or exit consideration thereon (whether such consideration is the nominal value of the shares or higher), all outstanding dividends, and share premiums, if any.*

\*\* *Equity Share held by Investor Education and Protection Fund (IEPF) does not carry any voting rights as per IPEF rules. Representation has been made accordingly.*





**B. COMPLIANCE:**

- The consent of the Shareholders of the Company to this Scheme of reduction of Share Capital of the Company shall be taken through a resolution under the provisions of Section 66 read with Section 52 of the Companies Act, 2013 and National Company Law Tribunal (Procedure for reduction of share capital of Company) Rules, 2016 and other applicable provisions of the Companies Act, 2013 (to the extent applicable).
- The Scheme, if sanctioned, shall be in compliance with Securities and Exchange Board of India ("SEBI") Act, and the Rules and Regulations made and the Circulars issued thereunder.

**C. ACCOUNTING TREATMENT:**

- Upon the Scheme becoming effective, the difference between the value of company's investment in equity instruments of Keynote Financial Services Limited (held by the Keynote Trust) and the share capital being extinguished will be credited to Capital Reserve Account. Capital Reserve Account created shall not be utilised for any distribution of dividend to the shareholders of the Company.
- The Company will comply with all the Accounting Policies and Accounting Standards as applicable in relation to the accounting for the said reduction of capital.



- The Company has obtained a certificate from its Statutory Auditors certifying that the proposed accounting treatment in respect of this Scheme for Reduction of Issued, Subscribed and Paid-up Share Capital is in accordance with the applicable standards of accounting prescribed by the Central Government under Section 133 of the Companies Act, 2013. The Company will take into consideration, the recommendations of the Audit Committee of the Company, if any, and also comply with all relevant Accounting Standards applicable to the present Scheme.

**D. FORM OF MINUTES UNDER SECTION 66(5) OF COMPANIES ACT, 2013:**

The form of minutes proposed to be registered under Section 66(5) of the Companies Act, 2013 is as follows:

“The paid up share capital of Keynote Financial Services Limited is henceforth Rs. 5,56,66,370 (Rupees Five Crore Fifty Six Lakhs Sixty Six Thousand Three Hundred Seventy only) divided into 55,66,637 (Fifty Five Lakhs Sixty Six Thousand Six Hundred Thirty-Seven) equity shares of Rs.10/- each.”

**E. EFFECT OF THE SCHEME:**

- a) The Scheme involves only the selective reduction of paid-up equity share capital of the Company and does not envisage transfer and vesting of any properties and / or liabilities to or in favour of the Company.
- b) The Scheme does not involve any conveyance of transfer of any property and does not involve any issue of shares. Consequently, the order of the NCLT, Mumbai approving the Scheme shall not attract any Stamp Duty.





**F. IMPACT OF THE SCHEME ON EMPLOYEES:**

The Scheme shall not have any adverse impact on the employees of the Company or the ability of the Company to fulfill its commitments or meet its obligations in the ordinary course of business as there is no payout resulting from the proposed scheme.

**G. IMPACT OF THE SCHEME ON SHAREHOLDERS AND BENEFITSTO SHAREHOLDERS:**

- a) The proposed capital reduction shall result in an increase in proportionate shareholding of all the shareholders of the Company, including public shareholders.
- b) The Scheme of Reduction of Capital, if approved, the Company would be able to better represent its shareholding pattern. This scheme would be value accretive to the shareholders as well, as their holding would yield better results.
- c) The proposed restructuring under the scheme, if approved, would enable the Company to explore opportunities for the benefit of its Shareholders, including the form of dividend payments, in terms of the applicable laws.

**H. IMPACT OF THE SCHEME ON CREDITORS:**

- a) The intended capital reduction will not cause any prejudice to the interest of the Company's creditors, as it will not impact the amounts owed to them. Further, in absence of any payment to the Trust pursuant to the capital reduction, it does not alter, vary, or affect the rights of the Creditors in any manner.





- b) The proposed capital reduction would not in any way adversely affect the ordinary operations of the Company or the ability of the Company to honor its commitments or to pay its debts in the ordinary course of business.

**I. IMPACT OF THE SCHEME ON KEYNOTE TRUST**

Upon the implementation of the Scheme of selective capital reduction Keynote Trust will take all the necessary steps to dissolve the trust in accordance with applicable Laws.

**J. LEGAL PROCEEDINGS:**

Any ongoing or future legal proceedings involving the Company will not be dismissed, discontinued, or adversely impacted due to the Scheme outlined in this document. These legal matters will proceed and be enforced against or by the Company in the same manner and with the same extent as if the Scheme had not been implemented.

**K. ENFORCEMENT OF CONTRACTS, DEEDS AND BONDS**

- a) Save and except as expressly provided in this Scheme, nothing contained in the Scheme shall affect any contract, deed, bond, agreement and any other instrument of whatsoever nature to which the Company is a Party and which is subsisting or having effect on or immediately before the 'Effective Date' and shall remain in full force and effect against or in favor of the Company and may be enforced fully and effectively.
- b) The Scheme shall not affect, in any manner, the rights and interest of creditors and employees of the Company.



**L. OTHER DISCLOSURES**

- a) No investigations or proceedings have been instituted and are pending against the Company under the Act.
- b) The Scheme will not have any adverse effect on any directors, key managerial personnel, promoters, non-promoter members, creditors and employees and depositors of the Company. The Company does not have any debenture holders. The Scheme will be in the best interest of all the stakeholders of the Company.
- c) The Company has not accepted any deposits under the provisions of Sections 73 to 76 or any other relevant provisions of the Act and the rules framed thereunder. Hence, the Company is not in arrears with respect to repayment of any deposits or interest thereon, as on the date of filing of this Scheme.
- d) The Benefits of the Scheme to the Company and its respective members, creditors and employees, as perceived by the Board, are mentioned in Part D of the introduction of this Scheme (Rationale and benefits of the Scheme).





### PART-III

#### GENERAL TERMS AND CONDITIONS APPLICABLE TO THE SCHEME

##### A. APPLICATION TO THE TRIBUNAL

The Company shall make application(s)/petition(s) under Section 66 and other applicable provisions of the Act to the NCLT for the sanction of this Scheme, minute of reduction and all matters ancillary or incidental thereto.

##### B. MODIFICATION/AMENDMENTS TO THE SCHEME

- a) The Company will be at liberty to apply to the NCLT from time to time for necessary direction in matters relating to this Scheme or any terms thereof, in terms of the Act.
- b) Subject to the provisions of the SEBI Circular, the Company through its Board, may assent to any modifications/ amendments to the respective section of this Scheme and/ or to any conditions or limitations, including such modifications/ amendments and/ or conditions or limitations that the Tribunal, the SEBI, the Stock Exchanges and/ or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them. The Company, through its authorized representatives, be and is hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions that may arise in relation to the meaning or interpretation of the respective sections of this Scheme or implementation thereof or in any manner whatsoever connected therewith, whether by reason of any directive or order of the Tribunal or any other authority or otherwise, howsoever arising out of, under or by virtue of this Scheme and/ or any matters concerned or connected therewith and to do and execute all acts, deeds, matters and things necessary for giving effect to this Scheme.



### C. CONDITIONS OF THE SCHEME

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

- a) the Scheme being approved by the members of the Company through special resolution and provided that the votes cast by the public shareholders in favour of the Scheme are more than the number of votes cast by the public shareholders against it through e-voting in terms of the SEBI Circular;
- b) the Scheme being approved by the creditors of the Company as prescribed under the Act and/or as may be directed by NCLT and/or any other appropriate authority as may be applicable;
- c) the Company obtaining the observation letter / no-objection letter from the relevant Stock Exchanges for the implementation of the Scheme;
- d) the Scheme being sanctioned by the Tribunal under Section 66 and any other applicable provision of the Act;
- e) certified copy of the order of the Tribunal sanctioning this Scheme and the minute of reduction being filed with the RoC by the Company; and
- f) the requisite, consent, approval or permission of the Central Government or any other statutory or regulatory authority, if any, which by law may be necessary for the implementation of this Scheme.





**D. EFFECT OF NON-RECEIPT OF APPROVALS**

- a) In the event of any of the sanctions and approvals referred to in the abovementioned para is not being obtained and / or the Capital Reduction not being sanctioned by the Tribunal or such other appropriate authority, if any, this Capital Reduction shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and / or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Capital Reduction or as may otherwise arise in law and agreed between the relevant parties.
- b) The Board shall be entitled to revoke, cancel and declare the Scheme or any part thereof to be of no effect and/ or to withdraw the Scheme or any part thereof and respective applications/ petitions filed with the Tribunal for any reason including, i.) if the Board is of view that the coming into effect of the Scheme or of any part thereof, in terms of the provisions of this Scheme or filing of the drawn up orders with any authority could have an adverse implication on the Company or ii.) in case any condition or alteration imposed by the Tribunal or any other authority or entity is not on terms acceptable to them.

**E. COST, CHARGES AND EXPENSES**

The Company shall bear all the costs, charges, taxes including duties, levies and all other expenses, if any arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto.



**F. SEVERABILITY**

If, in the opinion of the Board, any part of the Scheme is found to be unworkable for any reason whatsoever, the same shall not affect the validity or implementation of other parts or provisions of the Scheme. If any part of this Scheme is hereof is invalid, ruled illegal by any appropriate authority of competent jurisdiction or unenforceable under present or future laws, then it is the intention of the Board that such shall be severable part from the remainder of the Scheme, and the Scheme shall not be affected thereby. Unless the deletion of such part shall cause this Scheme to become material adverse, in which case the Board shall attempt to bring a suitable modification to the Scheme. The Board shall entitle to revoke, cancel and declare the Scheme of no effect, if the Board is of the view that the coming into effect of the scheme would have adverse implications on the Company.

**G. MISCELLANEOUS**

- a) Notwithstanding the Capital Reduction, the listing benefits of the Company on all the Stock Exchange(s) shall continue, and the Company will comply with the applicable provisions of the Listing Regulations, 2015 / listing agreement with the Stock Exchange(s) for listing and trading of shares of the Company.
- b) The Designated Stock Exchange for interaction with SEBI in terms of the SEBI Circular shall be BSE Limited.
- c) Nothing contained in the scheme shall effect the conduct of the business of the Company and for any deed, contract, agreements and any other Instrument to which the Company is a Party and/or any legal or other proceedings by or against the Company.
- d) Upon this scheme becoming effective it shall be binding on the Shareholder, Creditors and all other stakeholder.

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